

#443
36-5-31CB
PT 1900, 2000

DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS FOR

TWISTED PINE

A PLANNED UNIT DEVELOPMENT - PHASE II

#444
36-5-31CC
PT 200

KNOW ALL MEN BY THESE PRESENTS, that RICHARD WARD DBA RICHARD WARD ASSOCIATES, hereinafter called the "DEVELOPER", and that N. B. WRIGHT, Trustee under the N. B. WRIGHT TRUST dated the 3rd day of August, 1992, as to a portion, and DORIS GENE WRIGHT, Trustee under the DORIS GENE WRIGHT TRUST dated the 12th day of January, 1993, as to the remainder, hereinafter called the "OWNERS", on this 22nd day of September, 1995, execute this Declaration of Reservations and Restrictive Covenants for Twisted Pine, A Planned Unit Development - Phase II, in accordance with ORS 94.550 to 95.785 and in that regard, recites:

WHEREAS, Developer makes this Declaration with regard to certain real property hereinafter described, and all improvements now existing or hereafter placed upon such property, the property being owned in fee simple by Developer and subject to this Declaration, is located in the County of Josephine, State of Oregon, and is more particularly described as follows:

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Beginning at the initial point which bears North 89° 54' 30" East 40.00 feet, North 0° 01' 23" West 150.59 feet and North 89° 53' 00" East 658.93 feet from the Northwest corner of Lot 14 of Chicago Land Company Subdivision located in the Southwest 1/4 of Section 31, Township 36 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon; thence North 89° 53' 00" East 291.96 feet; thence South 10° 23' 42" East 590.12 feet to the Northeast corner of Twisted Pine Subdivision Phase 1; thence along the North line of said subdivision North 57° 58' 08" West 422.24 feet; thence continue along the North line of said subdivision South 37° 07' 34" West 143.79 feet; thence continue along said North line North 47° 23' 30" West 69.59 feet; thence around a 2.93 foot radius curve to the right the long chord of which bears North 2° 19' 58" West 4.14 feet; thence North 42° 38' 42" East 19.99 feet; thence North 47° 21' 18" West 66.00 feet; thence South 42° 38' 42" West 20.00 feet; thence around a 4.00 foot radius curve to the right the long chord of which bears South 87° 41' 08" West 5.66 feet; thence North 47° 17' 02" West 20.91 feet; thence North 37° 24' 32" East 226.32 feet; thence North 11° 30' 43" East 91.65 feet; thence North 7° 11' 23" East 91.78 feet back to the initial point.

WHEREAS, Developer desires to create, upon the land hereinabove described, a residential community with permanent parks, open spaces and other common facilities for the benefit of such community, and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community, and for the maintenance of the parks, open spaces and other common facilities, and to this end, desires to subject the real property above described, plus future additions thereto, to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are to the benefit of said property and each owner thereof, and

WHEREAS, Developer deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the private commons areas and other properties and facilities as mentioned herein and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges levied in accordance herewith and the by-laws of such agency, and

WHEREAS, Developer has caused to be incorporated under Oregon Laws, a non-profit corporation to be known as: Cathedral Hills Homeowners Corporation, a non-profit corporation, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Developer hereby establishes the covenants, conditions, reservations, restrictions, easements, charges and liens upon which and subject to which all of the above described property and any and all lots or portions thereof, created upon such property, shall be improved or sold, conveyed or leased by it as owner thereof. Each and every one of these covenants, conditions, reservations, restrictions, easements, charges and liens is and all are for the benefit of each owner of land in such planned unit development, or any interest therein, and shall inure to the benefit of and pass with each and every parcel of such planned unit development, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations, restrictions, easements, charges, and liens, appearing in Articles I through XVI hereof, are imposed upon the subject property and are to be construed as restrictive covenants running with the title to such property and with each and every lot and parcel thereof, and Developer

establishes said covenants, conditions, reservations, restrictions, easements, charges and liens in accordance with the terms of the Declaration of Reservations and Restrictive Covenants for Twisted Pine, a Planned Unit Development - Phase II, as follows:

ARTICLE I.

The following words, when used in this Declaration, or any Amended or Supplemental Declaration shall have the following meanings, unless the context otherwise requires:

1. **ASSOCIATION** shall mean Cathedral Hills Homeowners Corporation, a non-profit corporation, organized and existing under the laws of the State of Oregon.
2. **MEMBERS OF ASSOCIATION** shall mean all the owners of lots created or existing on the subject property, together with others entitled to vote as members of such corporation, acting as a group in accordance with this declaration and the by-laws of such corporation.
3. **BUILDING** means a roofed and walled structure built for temporary or permanent use upon the property.
4. **COMMON EXPENSES** means the expenses of administration, maintenance, repair or replacement of the private commons, expenses agreed upon as common by the members of the Association, and expenses declared common by this Declaration, or the by-laws of the Association; and expenditures made by or financial liabilities incurred by the Homeowners Association which includes any allocations to a reserve account pursuant to ORS 94.595.
5. **DECLARATION** means this Second Amended Declaration of Reservations and Restrictive Covenants for Twisted Pine, a Planned Unit Development - Phase II.
6. **LOT** means a unit of land within the property subject to this Declaration, and designated as a lot on the plat of Twisted Pine, a planned unit development, Phase II.
7. **MANAGER** means the person or firm hired or appointed by the Board of Directors of the Association to be in charge of the management of and the administration of the property.

8. **OWNER** means the record owner, or contract purchaser, whether one or more persons or entities, of a fee simple estate to any lot, or portion thereof.

9. **PRIVATE COMMONS** means all the land, excepting platted lots and improvements thereon, and all easements, rights and appurtenances belonging thereto, including any personal property, owned, leased or rented by the Association, and reserved for the common benefit, use and enjoyment of the owners, and which are not dedicated to the public. Included with the private commons are the central services such as streets, general parking areas, power facilities, gas, water for maintenance of the landscape on the private commons, irrigation pond, together with tanks, pumps, motors, compressors, ducts, pipes, and in general, all apparatus and installations existing for common use, including any premises for the use of caretakers or managers of the property.

10. **PROPERTY** means the land, whether leasehold or in fee simple, which is subject to the declaration.

11. **OTHER TERMS** herein appearing, not specifically defined, shall have the meaning set forth in Oregon Revised Statutes Chapter 94.

ARTICLE II.

PROPERTY SUBJECT TO DECLARATION

SECTION 1: PROPERTY - Property which is and shall be held, transferred, sold, conveyed, leased and occupied, subject to this Declaration as hereinabove described, and shall be subject only to this Declaration, conditions, restrictions, obligations and easements of record, and the Articles of Incorporation of, and By-Laws of, Cathedral Hills Homeowners Corporation, an Oregon non-profit corporation.

SECTION 2: FUTURE PROPERTY - The Developer hereby reserves the right to bring within the operation of this Declaration additional property, to be developed in future stages. The property which Developer herein reserves the right to bring within the operation of this Declaration, shall be developed in accordance with Section 3 of this article of the Declaration, and shall be brought within the operation of this Declaration in accordance with Section 4 of this article.

SECTION 3: GENERAL PLAN OF DEVELOPMENT - Developer proposes to fully develop Twisted Pine, a planned unit

development in four phases. The property subject to this Declaration comprises Phase Two of this development. The general plan of development is to develop and annex. Phase Three of the development shall contain not less than six (6) nor more than twenty-four (24) lots, which lots shall be subject to each and all of the covenants, conditions, reservations, restrictions, easements, charges and liens to which Phase One of this development is subject. Phase Two and Three of the development shall contain such open spaces as the Urban Area Planning Commission, City of Grants Pass, Josephine County, Oregon shall require, which open spaces shall be managed by the Association pursuant to the terms of this Declaration and the By-Laws of the Association. Developer reserves the right, at its sole discretion, to develop a fourth phase to be brought within the operation of the Declaration as a part of Twisted Pine, a planned unit development, which fourth phase would be contiguous to either Phase Two or Phase Three of this development by the means of a strip of property to be owned, leased or controlled by Developer, pursuant to an easement granted to Developer. Should Developer proceed with Phase Four, it shall be brought within the operation of this Declaration subject to each and all of the covenants, conditions, reservations, restrictions, easements, charges and liens to which Phase One of this development is subject, save and except for the restriction concerning single family dwelling units. Phase Four, subject to the Declaration dealing with such Phase, when the same is filed, may contain multi-family dwelling units, not to exceed five-plexes.

Developer hereby expressly reserves the right to develop none, one or any number of the foregoing mentioned phases, and, in addition thereto, expressly reserves the right, if it decides to so develop any or all of such stages, to do so in an order other than that indicated above. Each owner in the development known as Twisted Pines, a planned unit development, except Developer, shall be liable for a proportionate percentage of the common expenses. The proportionate percentage for which each owner shall be liable and the expenses which shall comprise and constitute common expenses are hereinafter defined in Article XIII.

SECTION 4: COST OF DEVELOPMENT - The cost of developing Phase II and any other phases of Twisted Pine, a planned unit development, shall be solely that of Developer and without expense to any owner. Cost of development shall include the cost of surveying, installation of street, walkways, sewer trunk lines, and other improvements as designated on the preliminary site plan approved by the Urban Area

Planning Commission, City of Grants Pass, Josephine County,
Oregon on the 11th day of May, 1994.

ARTICLE III.

DEVELOPER'S RESERVED RIGHTS
AND POWER OF ATTORNEY

SECTION 1: RESERVED RIGHTS -

A. Developer expressly reserves the right, at its sole discretion, to develop additional parcels of property and to annex the same to the property subject to this Declaration, as above noted.

B. Developer expressly reserves the right, however, to develop no further property, or one or any number of the foregoing mentioned phases, and if it decides to so develop one and/or all of such phases, it expressly reserves the right to do so in an order other than that indicated above.

C. Subject only to the general plan of development set forth in Section 3 of Article II of this Declaration, Developer reserves the right, to at any time, and from time to time, make such changes in the plans and specifications for the project, buildings, structures and improvements therein, as it may deem reasonable; provided, however, that any and all such changes, shall maintain the aesthetic qualities and architectural integrity of the project and improvements. The right and power reserved hereby, shall extend to such changes in the plans and specifications for the project, buildings, structures and improvements therein, as may be required by any governmental agency, department or division thereof.

D. Supplemental Declarations and Plats shall be approved and filed by Developer at the time construction of each phase (which is constructed) as above mentioned, is completed, and the filing of the same shall constitute an annexation of such phase to the property subject to this Declaration. Developer expressly reserves the right to file such additional Supplemental Declarations and Plats, as, in his opinion, or in the opinion of governmental agencies, as above mentioned, may be appropriate for the furtherance of this project.

E. Developer expressly reserves the right to amend this Declaration with respect to any of the easements herein

granted or reserved, or with regard to any of the covenants, restrictions, charges and liens imposed upon this property, which, in its opinion, is in the best interest of the development; provided that no such amendment shall alter the owners' rights of equal common usage of the private commons. This right reserved by Developer to amend this Declaration shall expire simultaneously with the Power of Attorney described in Section 2 of this article.

SECTION 2: POWER ATTORNEY - In order to expedite the completion of the project, the owners and each of them, and all purchasers of lots in the future, hereby nominate and appoint Developer, their true and lawful attorney, for them, in their respective names and steads, to execute and record Amended and/or Supplemental Declarations, and plats for the purposes heretofore set forth in Section 1 of this article of the Declaration. Because of the interest of Developer in the project, the Power of Attorney hereby granted is coupled with an interest and is irrevocable until the completion of the entire project and the filing of a Final Declaration of Completion of Developer.

ARTICLE IV.

PROPERTY RIGHTS AND EASEMENTS

SECTION 1: LOTS - The lots within Twisted Pine, a planned unit development, Phase II, shall be conveyed by Developer to owner(s) in fee simple estate, and the conveyance shall recite that each lot is granted a terminable license to prorata use of a community water system for domestic use which will be constructed for domestic water use of Phase II and subsequent Phases of Twisted Pine, a planned unit development, in accordance with requirements of applicable governmental agencies; provided that this license will expire when the lot is served by a domestic water system operated by a municipal government agent.

SECTION 2: OWNERSHIP OF PRIVATE COMMONS - The private commons shall be conveyed to Owners in fee simple, undivided interest, such conveyance shall be made simultaneously with and as a part of the conveyance of a lot.

SECTION 3: OWNERSHIP IN FEE SIMPLE - Each lot, together with its undivided interest in the private commons, shall be owned in fee simple by the Owner and may be individually conveyed and encumbered and be the subject of ownership, possession, sale or other disposition. The fee titles to the respective lots shall be conveyed with the undivided interest above described, and shall not be

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separately conveyed; and each undivided interest shall be deemed to be conveyed or encumbered with its respective lot even though the description in the instrument of conveyance or encumbrance may refer only to the fee to the lot.

ARTICLE V.

COVENANTS, CONDITIONS AND RESTRICTIONS

The following covenants, conditions and restrictions shall be applicable to the real property in Twisted Pine, a planned unit development, being the property subject to this Declaration and any supplemental Declaration filed and recorded which cause additional lands to be brought within the purview of this Declaration; and shall be for the benefit of and constitute limitations upon all present and future owners of lots in Twisted Pine, a planned unit development, or of any interest therein.

SECTION 1: Each lot owner shall comply with the Articles of Incorporation and the By-Laws of Cathedral Hills Homeowners Corporation, an Oregon non-profit corporation, and with the administrative rules and regulations adopted pursuant thereto, and with the covenants, conditions and restrictions in this Declaration. Failure to comply with any one, or all of the documents heretofore set forth, shall be grounds for action maintainable by the Association or by any aggrieved lot owner or owners, in addition to any other sanctions which may be provided by the by-laws or the administrative rules and regulations adopted in accordance therewith for the management of Twisted Pine, a planned unit development.

SECTION 2: Each lot is to be used for construction and maintenance of a single family dwelling, including a garage, whether attached to the dwelling unit, or otherwise, which shall be not less than a two-car garage. The private commons shall be used for the furnishing of services, facilities and for the enjoyment of the owners of the lots. The private commons shall remain undivided, and neither Developer nor any lot owner shall bring any action for partition of the same. No immoral, improper, offensive or unlawful use shall be made of the property, nor any part thereof, and valid laws, zoning ordinances, and regulations of all governing bodies having jurisdiction thereof, shall be observed.

SECTION 3: Twisted Pine, a planned unit development, shall be an adult community.

SECTION 4: No garage or other out-buildings shall be placed, erected, or maintained upon any part of the premises, except for use in connection with a residence already constructed or under construction at the time that such garage or other outbuilding is placed or erected upon the property. Nothing herein shall be construed to prevent the incorporation and construction of a garage as part of the dwelling house.

SECTION 5: For the purpose of this section, buildings shall mean the main residence, the garage and all projections thereof, but shall not include terraces; steps, or patios, the height of which does not extend more than three feet above the level of the ground floor of the main building. No building shall be erected nearer than 22 feet from the property line nearest the street or road created and existing on the private commons.

SECTION 6: Walls and fences may be erected and hedges grown, but shall be no higher than six (6) feet, and, except fences or walls constructed in connection with recreational facilities, if any, built upon the private commons, there shall be no walls, fences or hedges erected or grown upon the private commons.

SECTION 7: No sign of any kind shall be displayed to the public view or any part, parcel or improvement on the property subject to this declaration except one professional sign of not more than five (5) square feet advertising the property for sale, or signs used by Developer to advertise the property during the period of construction and sales. Notwithstanding this restriction, if the Architectural Control Committee deems appropriate, one sign may be displayed upon the private commons at or near the vehicular entrance to the planned unit development designating the same as Twisted Pine, a planned unit development, which sign may exceed five (5) square feet. And in addition thereto, such signs as the Architectural Control Committee shall deem convenient and useful in designating street names and directing or controlling vehicular or pedestrian traffic.

SECTION 8: No livestock or poultry of any kind shall be raised, bred, or kept on any part of said property, excepting as hereinafter provided. Each owner shall be entitled to have household pets such as dogs, cats or pet birds, not to exceed three (3) such pets, which shall be kept within the lot lines at all times excepting when being exercised by owner on a leash, and which are not for any commercial use or purpose. All such animals shall be kept under the control by the owner

at all times and if said animal or animals cause any damage to the private commons, or the property of other owners, then the owner owning the animal shall be strictly responsible for damages resulting therefrom. Such pets shall be restricted from interfering with other owners' use and enjoyment of their property and of the private commons. Owners shall be entitled to maintain fish within their dwellings.

SECTION 9: No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste, and all such materials shall be kept in garbage receptacles which shall be in complete conformity with sanitary rules and regulations. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be stored so as not to be visible from the street or private commons. No garbage incinerators shall be permitted.

SECTION 10: No noxious or offensive conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to other owners within this planned unit development.

SECTION 11: No trailer, camper truck, tent, garage, shack or other outbuildings shall, at any time, be used as a residence, storage shed or temporary structure on any part of the subject property.

SECTION 12: Parking of boats, trailer, motorcycles, bicycles, three-wheeled cycles, golf carts, trucks, truck campers and like equipment shall not be allowed on any part of the property subject to this declaration, nor on streets or ways adjacent thereto, excepting only within the confines of an enclosed garage, and no portion of the same may project beyond the enclosed area except as may be prescribed by written permit approved by the Association. Enclosed garage means that the garage door shall remain closed except to permit the entrance and exit of vehicles. Such permits by the Association shall be revocable upon thirty (30) days notice. Only passenger automobiles, station wagons, and pickups shall be parked on any part of the property subject to this Declaration, or on any street or ways adjacent thereto, and, when practicable such vehicles shall be parked within the confines of an enclosed garage. No maintenance or repair work on vehicles, with the exception of emergency work, shall be done on the subject property or on the streets or ways adjacent thereto, except within the confines of an enclosed garage.

SECTION 13: Clothes lines and drying yards shall not be permitted upon the subject property.

SECTION 14: All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead. No exposed or exterior radio, transmission or receiving antennas shall be erected, placed or maintained on any part of the subject property. No exposed or exterior television receiving equipment may be erected, placed or maintained on any lot within this planned unit development. Owners shall not make nor permit the making of noises or the use of musical instruments, radios, televisions, and amplifiers that disturb other residents.

SECTION 15: No dwelling constructed upon a lot within this planned unit development shall be rented by the owner thereof for transient or hotel purposes, which shall be defined as rental for any period less than ninety (90) days, provided, however, that owner shall have the absolute right to lease the same provided that the lease is made subject to the terms, covenants, conditions, reservations, restrictions, easements, charges and liens imposed upon the subject property by this Declaration.

SECTION 16: Architectural Control Committee shall determine the location, color, size, design, lettering, and all other particulars of all mail or paper delivery boxes, including the location thereof, and the standards and brackets and name signs for such boxes in order that the area may be strictly uniform in appearance with respect thereto.

SECTION 17: No building shall encroach upon any lot or upon the private commons, provided, however, that, when approved by the Architectural Control Committee, eaves of a building may encroach a distance of not more than thirty-six inches (36") into the private commons.

SECTION 18: No lot shall be subdivided except as approved by the Association.

SECTION 19: All plans for the construction of private driveways and all building plans for any building, fence, wall or other structure to be erected on any lot, and the proposed location thereof upon any lot, and any changes after approval thereof, any remodeling, reconstruction, alteration or addition to any building, driveway or other structure upon any

lot within this planned unit development, shall require the approval in writing of the Architectural Control Committee. Before beginning the construction of any road, driveway, building, fence, wall coping, or other structure whatsoever, or remodeling, reconstruction, or altering such driveway or structure upon any lot, the person or persons desiring to erect, construct, or modify the same shall submit to the Architectural Control Committee two complete sets of driveway plans, showing the locations, course, and width of same, and two complete sets of building plans and specifications for the building, fence, wall coping or other structure, as is applicable, so desired to be erected, constructed or modified. No structure of any kind, the plans, elevations and specifications of which have not received the written approval of the Architectural Control Committee, and which do not comply fully with such approved plans and specifications, shall be erected, constructed, placed or maintained on any lot. Approval of such plans and specifications shall be evidenced by written endorsement of such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective driveway, building, or other structure is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Architectural Control Committee. The Architectural Control Committee nor any member thereof shall be responsible for any structural defects in such plans or specifications or in any building or structure erected according to the same. In addition to the above, the plans and specifications shall set forth the nature, kind, shape, height, materials and color of the building, fence, wall or other structure contemplated by such laws. The Architectural Control Committee shall review such plans and specifications with regard to the harmony of external design and location in relation to surrounding structures and topography. In the event that the Architectural Control Committee fails to approve or disapprove such plans and specifications, within fifteen (15) days after the same have been submitted to it, approval of the Architectural Control Committee shall not be required, and this section shall be deemed to have been fully complied with. The provisions set forth in this section shall not apply to the Developer or its successors or assigns so long as the Developer remains a Class B member of the Association with the right to vote.

SECTION 20: All lot owners shall be members of the Association (Cathedral Hills Homeowners Corporation, a non-profit corporation) and shall be entitled to an equal share in

the rights and interests, privileges and obligations as such, including the right to use all recreational and private commons, herein described, subject to the rules, regulations and restrictions applicable thereto.

An owner of a lot shall automatically, upon becoming the owner of such lot, be a Class A member of the Association, and shall remain a member of said Association until such time as lot ownership ceases for any reason, at which time membership in the Association shall automatically cease. For the purposes of this paragraph, the owners of concurrent estates in any lot shall be considered as one owner and shall be entitled to designate their representative to the Association who shall then exercise the voting rights for such lot. In accepting a deed or contract for any lot within Twisted Pine, a planned unit development, the owner agrees to and shall be a member of and subject to the obligations and duly enacted by-laws and rules of the Association.

ARTICLE VI.

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1: COMPOSITION - The Architectural Control Committee referred to above in Article V, Sections 16, 17 and 19, shall be comprised of two (2) members, one of whom shall be Newell B. Wright, the other of whom shall be Richard Ward Associates, 1312 N.E. Foster Way, Grants Pass, Oregon 97526.

SECTION 2: RESOLUTION - In any impasse reached between the Architectural Control Committee and an owner, the Architectural Control Committee may employ a registered architect at the expense of the owner, which architect shall resolve the impasse.

SECTION 3: VACANCY - A vacancy of a position on the Architectural Control Committee shall be filled by appointment of the remaining member. In the event neither member named above shall serve on the Architectural Control Committee, both positions shall be deemed vacated and Cathedral Hills Homeowners Corporation shall appoint both members. Any Architectural Control Committee member may resign by written resignation delivered to Cathedral Hills Homeowners Corporation.

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ARTICLE VII.**MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION**

SECTION 1: MEMBERSHIP - Every person or entity which is an owner shall be a Class A member, and Developer shall be a Class B member, or Class C member, as hereinafter prescribed, of Cathedral Hills Homeowners Corporation, a non-profit corporation (herein referred to as the Association).

SECTION 2: VOTING RIGHTS OF MEMBERS - The Association shall have three (3) classes of voting membership:

A. Class A: Each Class A owner shall have one (1) vote, whether the owner is a corporation, an Association, a partnership, co-tenants, or husband and wife, as tenants by the entirety. When more than one person, firm or entity holds an ownership interest in any lots, in common with another person, firm or entity, all such persons shall exercise their vote as a unit in the manner among themselves determined.

B. Class B and Class C: The Class B member shall be the Developer. The Class B member shall have two votes for each lot within Twisted Pine, a planned unit development; provided, however, that the Class B membership shall cease and become a Class C membership for the purpose of voting only, on the first day of the thirtieth month following the filing of a Declaration of Completion by the Developer; or upon sale of eighty-five percent (85%) of the lots within the last developed phase of Twisted Pine, a planned unit development, whichever should first occur. As a Class C member, Developer shall be entitled to one-quarter vote for each lot within the development and this membership shall continue for a period of five (5) years from the date of its commencement, at the end of which time, said membership shall, by the terms hereof, cease and Developer shall have no voting rights in the Association, except and unless as a Class A member, if it is an owner of a lot.

SECTION 3: COMMON PROFITS AND EXPENSES - Proportionate shares of the Class A members in the common revenues and expenses in connection with the subject property, and the proportionate representation for voting purposes in the Association of all of the lot owners shall be equal. Receipts by lot owners for rental of their property shall not constitute common receipt. No lot owner may exempt himself from liability for his contribution toward the common expenses

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by waiver of the use or enjoyment of any of the private commons or by abandonment of his property. In a voluntary conveyance of a lot, the grantee shall become jointly and severally liable with the grantor for all unpaid charges against the grantor for his proportionate share of the common expenses up to the time of the conveyance, without prejudice to the grantee's right to recover from grantor the amount paid by the grantee therefor. Upon request of the prospective purchaser, the Association shall make and deliver a statement of the unpaid charges against the grantor, and the grantee in that case shall not be liable for, nor shall the lot when conveyed, be subject to a lien filed therefor for any unpaid charges against the grantor in excess of the amount therein set forth.

ARTICLE VIII.

ASSOCIATION - MANAGEMENT

SECTION 1: DIRECTORS - The Association shall be managed by a Board of Directors elected by the unit owners as provided in the by-laws of the Association.

SECTION 2: OFFICERS - The Board of Directors shall appoint officers of the Association to perform the duties delegated unto them by the by-laws, which officers shall be the chairman, and the secretary-treasurer.

SECTION 3: RULES AND REGULATIONS - The Board of Directors shall adopt administrative rules and regulations governing the details of the operations, maintenance and use of the private commons and to prevent unreasonable interference with the use of the respective lots and of the private commons by the several unit owners.

ARTICLE IX.

ASSOCIATION - ADMINISTRATION OF PROPERTY

SECTION 1: GENERAL ADMINISTRATION - The property shall be administered by the Association and managed by the Board of Directors in accordance with the provisions of this Declaration and any amendment thereof, or supplemental Declaration filed hereafter, and the by-laws adopted by the Association. In the event of any conflicts between the provisions of this Declaration, any amendment thereof, or

supplemental Declarations hereinafter filed, and the by-laws of the Association or the rules or regulations adopted by the Association, the provisions of this Declaration, as amended, and any supplemental Declaration filed hereafter, shall control. All agreements made by the Association acting through its Board of Directors, pursuant to the language hereinabove appearing in this section, and all acts of the Association and the Board of Directors not contrary to the same shall be binding upon the lot owners.

ARTICLE X.

ASSOCIATION - MAINTENANCE

SECTION 1: PRIVATE COMMONS AND EXTERIOR MAINTENANCE -

The Association shall maintain or provide for the maintenance of the private commons, including, but not limited to roads, walkways, bicycle and golf cart paths, lawns, shrubs, trees and recreational facilities. Such maintenance and repair shall be a common expense as hereinafter defined. The Association may, at its discretion, maintain trees, shrubs, grass, landscaped areas, walks and other exterior improvements to any lot within this planned unit development, and any such maintenance shall be charged to and be the obligation of the owner of such lot, and shall be a lien upon such lot and the improvements thereon, as hereinafter provided. Such exterior maintenance shall not include grass surfaces nor shall it include landscape maintenance within an enclosed patio or within an enclosed outdoor living space incorporated into a residence constructed on such lot. In the event that the need for any maintenance or repair above mentioned is caused through the willful or negligent act or omission of an owner, his family, tenants, guests or invitees, the cost of such maintenance or repairs may, in the discretion of the directors, be added to and become a part of the assessment to which such lot is subject and a lien and enforceable in the same manner. Damage caused by fire, storm, earthquake, riot, vandalism or any other casualty, other than normal wear and use from the elements, shall be the responsibility of each owner, and is not included within the maintenance provided by the Association. Such damage shall be repaired by the owner without delay.

SECTION 2: EXTERIOR MAINTENANCE - RESTRICTIONS -

Lot owners are expressly prohibited from painting, staining or changing the exterior of any building, garage, fence or wall, without permission of the Architectural Control Committee as hereinbefore set forth.

SECTION 3: MORTGAGEE'S RIGHT TO MAINTENANCE - If the mortgagee of any lot determines that the Board of Directors are not providing an adequate maintenance, repair and replacement program for the project, such mortgagee, at its option, may deliver written notice to the Board of Directors setting forth the particular defects which it believes exist in the maintenance, repair and replacement program. If the specified defects are not corrected within ninety (90) days subsequent to the receipt of such notice, then, and in that event, the mortgagee, upon written notice to the Board of Directors that it is exercising its voting rights, thereafter shall have the right to attend succeeding annual or special meetings of the Association, and to cast a vote as a Class A member for each lot on which it holds a mortgage lien, on all business coming before such meeting, which said voting right shall continue until the defects listed in the aforementioned notice are corrected.

ARTICLE XI.

ASSOCIATION - INSURANCE

SECTION 1: LIMITATION ON USE - Nothing shall be done or kept on any lot or in the private commons which shall increase the rate of insurance within Twisted Pine, a planned unit development, without the prior written consent of the Board of Directors of the Association. No owner shall permit anything to be done or kept on his lot or any improvement thereon, which will result in the cancellation of the insurance on any part or portion of the property.

SECTION 2: PUBLIC LIABILITY INSURANCE - The Board of Directors shall obtain and keep in effect public liability insurance in a form and amount to, in their opinion, adequately protect the Association and its members from loss from injury or accident to person or property, occurring in or on the private commons of Twisted Pine, a planned unit development.

SECTION 3: PROPERTY INSURANCE - The Board of Directors shall obtain and keep in effect, fire and extended coverage insurance for the full insurable replacement value of all buildings on the private commons, if any.

SECTION 4: COMMON EXPENSE - The insurance obtained by the Board of Directors, as required by Sections 2 and 3 of this article, shall be a common expense.

SECTION 5: NO INSURANCE ON LOTS - The Board of Directors shall not be responsible for procuring public liability insurance, fire or extended coverage, or any other insurance of any kind or character covering any lot, or improvement thereon or thereunto, or the water systems serving such lots, or any personal property located upon any lot, or within any improvement upon any lot.

ARTICLE XII.

TAXATION

SECTION 1: LOTS - Each lot, with its improvements, shall be considered a parcel of real property subject to separate assessment and taxation by any taxing unit in like manner as other parcels of real property.

SECTION 2: PRIVATE COMMONS - The private commons, and all improvements located thereon, shall be considered a parcel for purposes of taxation and all taxes and/or assessments levied there against shall be a common expense.

ARTICLE XIII.

MAINTENANCE, ASSESSMENT AND LIENS

SECTION 1: ASSESSMENTS - Owners of lots within Twisted Pine, a planned unit development, shall be obligated for payment of three types of assessments levied by the Association, as follows:

A. **Regular Assessments** are common expenses which shall be levied for the purpose of payment of common expenses for maintenance and repair of the private commons as hereinbefore mentioned, including sinking funds and reserve funds therefor, if any. In addition, such common expenses shall include the costs of insurance obtained in accordance with Article XI hereof and taxes levied on the private commons as mentioned in Article XII hereof.

B. **Special Assessments** for capital improvements to the private commons, as directed by the Association, including sinking funds therefor, and are common expenses.

C. **Extraordinary Assessments** levied against a lot owner in accordance with Article X, Section 1, hereof.

SECTION 2: CREATION OF LIEN AND PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENTS - Developer hereby covenants for all said property, and each owner of any lot, by acceptance of a deed or contract of purchase therefor, whether or not it shall be so expressed in any such deed or other conveyance, or agreement for conveyance, is deemed to covenant and agree to pay to the Association; (1) Regular assessments, whether annual or more frequently, (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided, and (3) Extraordinary assessments as and when levied by the Association. The regular, special and extraordinary assessments, together with such interest thereon and costs of collection thereof, as may be provided in the by-laws of the Association, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made; and shall remain a lien upon that property until paid or foreclosed. In addition, any such assessment, together with interest and costs of collection of the owner of such lot at the time the assessment became due.

SECTION 3: PURPOSE OF ASSESSMENTS - The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of Twisted Pine, a planned unit development, and for the improvement and maintenance of said property, services and facilities devoted to this purpose and related to the use and enjoyment of the private commons and of the dwelling units situated upon lots within this planned unit development.

SECTION 4: FIXING OF REGULAR ASSESSMENTS -

A. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum regular monthly assessment shall be \$100.00 for each lot within Twisted Pine, a planned unit development, Phase II. Commencing January 1 of the year immediately following conveyance of the first lot to an owner by Developer, the maximum assessments may be increased effective January 1 of each year, without a vote of the membership, in conformance with the rise of the Consumer Price Index of Portland, Oregon, all items, if any, as published by the Bureau of Labor Statistics, United States Department of Labor, or a successor United States Governmental agency. Such adjustment shall be computed on a calendar year basis, commencing with the year in which this declaration is filed.

B. The maximum monthly assessment may be increased above that determined in accordance with Subparagraph A above, provided that such adjustment shall be approved by the affirmative vote of not less than two-thirds (2/3rds) of the votes of both voting Class A members and voting Class B (or Class C) members, at a meeting duly called for such purpose, written notice of which shall be sent not less than ten (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of such meeting.

C. The Board of Directors of the Association may fix payment of the regular assessment upon a monthly, quarterly, semi-annual or annual basis.

SECTION 5: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS - In addition to the assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the private commons, including the necessary fixtures and personal property related thereto, provided that any such special assessment for structural alterations, capital additions or capital improvements shall require the assent of two-thirds (2/3rds) majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose written notice of which shall be sent to all members of the Association not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. This section shall not prohibit the directors from authorizing capital expenditures for replacement or repairs or improvements from funds generated by regular assessments.

SECTION 6: EXTRAORDINARY ASSESSMENTS - Extraordinary assessments may be levied by the Board of Directors as and when necessary.

SECTION 7: RATE OF ASSESSMENT - Regular assessments and special assessments shall be fixed for each lot, as hereafter provided in Section 8. All such assessments shall be collected on an annual, semi-annual, quarterly or monthly basis, in the discretion of the Directors.

SECTION 8: ALLOCATION OF COMMON EXPENSES: Regular assessments and special assessments shall be fixed for each lot in accordance with the allocations set forth in this section.

A. Allocation between Phase I and Phase II.

(1) Notwithstanding any other provision contained in this Declaration for Phase II for Twisted Pine, a planned unit development, Developer shall maintain Phase II through December 31, 1995, whether or not lots therein have been conveyed to owners. Commencing January 1, 1996, the regular assessments and special assessments then levied by Cathedral Hills Homeowners Association shall be levied and assessed against Phase II and each lot therein in the proportion hereinafter mentioned. Developer shall pay such assessments on any lots then owned by Developer and owners shall pay any such assessments upon lots then owned by them. As of January 1, 1996, the allocation of regular assessments and special assessments between Phases I and II of Twisted Pine, a planned unit development, shall be Phase I, 66.7%, and Phase II, 33.33%.

(2) Regular assessments and special assessments of the lots within Phase I shall be in accordance with the Declaration, and any amendments thereto, filed for Phase I.

(3) Allocation of regular assessments and special assessments to each lot within Phase II shall be equal.

B. Allocation among Phases I, II and III.

If the Developer elects to develop Phase III of Twisted Pine, a planned unit development, an allocation of regular assessments and special assessments shall be made among the three phases of Twisted Pine, a planned unit development, in accordance with the number of lots within each phase. Though Developer reserves the right to change the number of lots within Phase III, it is Developer's present intent to develop Phase III with twenty-four (24) lots. If that development occurs with that number of lots, the allocation among the phases would be Phase I, 33.33%, Phase II, 16.67%, Phase III, 50.00%. The allocation to each lot within Phase III would be determined by the Declaration filed for Phase III.

SECTION 9: DATE OF COMMENCEMENT OF REGULAR AND SPECIAL ASSESSMENTS - Regular and special (if any) periodic assessments, as provided for herein, shall commence as to each lot on January 1, 1996.

SECTION 10: LIEN OF ASSOCIATION AGAINST LOT AND IMPROVEMENTS

- Whenever the Association, or its duly appointed agent, furnishes to a lot any service, labor or material, lawfully chargeable as extraordinary assessments, as set forth in this Declaration or the by-laws of the Association; or, whenever the Association levies regular or special assessments in accordance with this Declaration or the by-laws of the Association, the Association, upon complying with this section, shall, subject to Section 11 of this article, have a lien upon the individual lot and the improvements situate thereon, for the amount of such assessments so established by the Board, and the lien shall be prior to all other liens or encumbrances upon the lot, except tax and assessment liens levied by governmental agencies, and the first mortgage or trust deed of record. Each assessment shall be a separate and personal debt and obligation of the owner against whom the same is assessed at the time the assessment is made and shall be collectible as such, together with interest thereon and collection costs, as set forth in the by-laws of the Association, or the rules and regulations of the Association adopted pursuant thereto. The Board of Directors of the Association shall cause to be filed a notice of lien claim in a form complying with ORS Chapter 87, with respect to any assessment which has not been paid within thirty (30) days from the mailing of the notice of assessment to the lot owner. The notice of lien claim shall be filed within sixty (60) days following the expiration of the payment day above mentioned. Foreclosure of a lien shall be in accordance with the procedure set forth in ORS Chapter 87. The Association shall be entitled to recover in any suit to foreclose such lien, or action to recover a money judgment for unpaid assessment whether regular, special or extraordinary, interest on the delinquent assessment at the rate of ten percent (10%) per annum from the payment date, together with costs and disbursements of such suit, including the reasonable attorney's fees incurred by the Association in such suit or action, or on any appeal therefrom, provided, however, that attorney's fees shall include reasonable attorney's fees incurred by the Association in collection efforts, whether or not suit or action is commenced.

In case of foreclosure, the lot owner shall be required to pay a reasonable rental for the lot, and the improvements thereon; and the plaintiff in the foreclosure suit shall be entitled to the appointment of a receiver to collect the rental, without regard to the value of the security. An action to recover a money judgment for unpaid assessments as above set forth, may be maintained without foreclosing or waiving the liens securing the claim for payment of common expenses.

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Developer covenants that the provisions of this Article XIII of the Declaration of Reservations and Restrictive Covenants for Twisted Pine, a planned unit development - Phase II, shall apply not only to lots owned by "owners", but also to those lots owned by Developer for those expenses which Developer is obligated to pay in accordance with Subparagraph 13 of this article.

SECTION 11: ASSOCIATION'S RIGHT TO BID AT FORECLOSURE

- In any suit to foreclose a lien of the Association against a lot, and the improvements thereon, the Association, through its representative, shall have the right and power to bid on the lot, and the improvements thereon, at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The Association, or its representative, is prohibited from bidding on or otherwise acquiring a lot, and the improvements thereon, in any other foreclosure suit.

SECTION 12: MORTGAGEE'S PROTECTION - The liens

created hereunder upon any lot, and the improvements thereon, shall be subject to and subordinate to, and shall not affect the priority of the holder of the indebtedness secured by any recorded first mortgage or deed or trust, upon such lot, or improvement, made in good faith, and for value; provided, that, after the foreclosure of any such mortgage, trust deed or other similar security interest, the lien created hereby, shall remain a lien upon the lot and improvements thereon, to secure all assessments, whether regular, special or extraordinary, to which such lien the purchaser's interest obtained from such foreclosure sale shall be subject.

Notwithstanding anything hereinbefore to the contrary appearing, any amount of such Association lien against a lot which exceeds the higher of (1) the original loan balance granted upon the lot (2) the maximum loan allowance for such lot, or (3) 80% of repayment, shall be foreclosed and discharged by any such first security instrument foreclosure decree.

No amendment to this section shall affect the rights of the holder of any mortgage recorded prior to recordation of such amendment, who does not join in the execution thereof.

SECTION 13: PAYMENT OF COMMON EXPENSES BY DEVELOPER -

Notwithstanding anything to the contrary herein appearing, Developer shall pay for each lot it owns within Twisted Pine, a planned unit development, its allocated share of the following common expenses: Ad valorem taxes, irrigation

assessments, utility charges, insurance and common grounds maintenance such as watering and mowing the grass. Developer shall not be responsible for payment of any common expenses, regular assessments, special assessments, or extraordinary assessments, except those mentioned in this section.

ARTICLE XIV.

EASEMENTS

SECTION 1: GRANT OF EASEMENTS - All conveyances of Developer, of land situated within the subject property, and by all persons claiming by, through or under Developer, shall be subject to the foregoing restrictions, conditions and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over and across all of the private commons for the purpose of traveling by foot or conveyance or resting or otherwise being thereon, and over and under and across all portions of the private commons for the purpose of building, constructing and maintaining underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio and television antennae and cables, and other utilities and services now or hereafter commonly supplied by public utilities or municipal corporations, and easements are hereby granted and reserved over and upon all private commons for constructing and maintaining thereon streets, driveways, recreational facilities, community facilities, ornaments, paths, lawns, landscaping and painted areas thereon; in addition thereto, each and every instrument of conveyance shall likewise be deemed to grant and reserve unto the lot owner, the easements for installation and maintenance obligations set forth in said article and section. All of such easements shall be for the benefit of all present and future owners of property within Twisted Pine, a planned unit development, and their tenants, contract purchasers and guests. Such easements and rights of use, however, shall not be unrestricted but shall be subject to reasonable rules and regulations governing such rights of use as promulgated from time to time by the directors of the Association in the interest of securing maximum safe usage of such easements without unduly infringing upon the privacy of the owners or occupants of any part of such property. Such easements shall likewise be subject to the restrictions and limitations hereinafter mentioned in Section 2 of this article. An easement

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over, upon and across all parts of the property subject hereto, including all lots, is hereby granted and reserved to the Association, its successors and assigns to the extent reasonably required to perform other maintenance reasonably necessary or advisable to protect or preserve the value of the property and the living units thereon.

SECTION 2: MEMBER'S EASEMENTS RESTRICTED - Every member of the Association shall have a right and easement of enjoyment in and to the private commons and such easement shall be appurtenant to and pass with the title to every lot; subject, however, to the following provisions:

A. This Declaration and the Articles of Incorporation and By-Laws of Cathedral Hills Homeowners Corporation, and the rules and regulations adopted by the Board pursuant to the By-Laws thereof;

B. The right of the Association to limit the number of guests of members permitted to use the private commons;

C. The right of the Association, if any, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the private commons and facilities, and in aid thereof to mortgage said private commons, or the facilities thereon located, for such purposes, and the rights of any mortgagee in said property shall be subordinate to the rights of the members;

D. The right of the Association to suspend any member's voting rights and/or right to use of any of the recreational facilities owned or leased by the Association, for any period during which the assessment against such member's property remains unpaid; and for a period not to exceed sixty (60) days for each infraction of the Association's published rules and regulations;

E. The right of the Association and/or the Developer to dedicate or transfer all or any part of the private commons to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of all members of each class of the Association entitled to vote has been recorded in the appropriate records of Josephine County, Oregon, agreeing to such dedication or transfer;

F. The right of the directors of the Association to promulgate reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of such private commons by the members of the Association without unduly infringing upon the privacy or enjoyment of the owner or occupant of any part of said property, including without being limited to, rules restricting persons under and over designated ages from using certain portions of said property during certain times, and reasonable regulations and restrictions regarding parking.

SECTION 3: EASEMENTS FOR ENCROACHMENT - If any part of the private commons now or hereafter encroaches upon any lot, or if any lot or the improvements thereon, now or hereafter encroach upon any other lot or upon any portion of the private commons, an easement for such encroachments and the maintenance thereof, so long as it continues, shall exist. In the event a building shall be partially or totally destroyed, and then rebuilt, minor encroachment of the private commons upon any lot; any lot or improvements thereon upon any other lot; or upon any portion of the private commons, due to the construction, shall be permitted; and easements for such encroachments and the maintenance thereof shall exist.

ARTICLE XV.

AMENDMENT AND DURATION OF DECLARATION

SECTION 1: AMENDMENT - Subject to Article III of this Declaration, which article provides certain rights to the Developer to amend this Declaration, the covenants and restrictions of this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot owners within Twisted Pine, a planned unit development. Any amendment must be properly recorded. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by one hundred percent (100%) of the owners of lots within this planned unit development, including the Developer, its successors or assigns.

SECTION 2: DURATION - All of the foregoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot within the property subject hereto, regardless of how title was acquired, until the commencement of the calendar year 2079, unless earlier terminated by amendment in accordance with subparagraph 1 above.

ARTICLE XVI.**GENERAL PROVISIONS**

SECTION 1: SEVERABILITY - The determination by any court that any of the provisions of this Declaration are unlawful or void shall not affect the validity of any of the other provisions hereof.

SECTION 2: INTERPRETATION - Unless some other meaning and intent is apparent from the context, it is intended that masculine, feminine and neuter words shall be used interchangeably, and that the singular number shall include the plural and vice versa. The article, paragraph and section headings herein contained shall be construed as explanatory only and shall not be considered as a substantive part of this Declaration.

SECTION 3: EFFECT - This Declaration shall be binding upon and inure to the benefit of Developer, the Association, the lot owners, and the heirs, personal representatives, successors and assigns of such parties. All of the provisions of this Declaration shall be covenants, conditions, restrictions, easements and liens, as appropriate, which may be enforced by the Developer, the Association, any lot owner, or any of them, whether or not the same are referred to any conveyance.

SECTION 4: ASSIGNMENT BY DEVELOPER - Any and all rights, powers and reservations of Developer herein contained may be assigned to the Association or to any other person, corporation, association or entity now existing or hereafter organized, which will assume the duties of Developer hereunder pertaining to the particular rights, powers and reservations assigned; and upon such person, corporation, association or other entity evidencing its intent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Developer herein.

IN WITNESS WHEREOF, the undersigned have executed this

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Declaration of Reservations and Restrictions for Twisted Pine,
a Planned Unit Development - Phase II, on this 22nd day of
September, 1995.

Richard Ward dba Richard
Ward Associates

"Developer"

N. B. Wright, Trustee under the
N. B. Wright Trust dated
August 3, 1992

"Owner"

Doris Gene Wright, Trustee under
the Doris Gene Wright Trust
dated January 12, 1993

"Owner"

STATE OF OREGON)
) ss.
County of Josephine)

Personally appeared Richard Ward, who, being duly sworn,

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acknowledged said instrument to be his voluntary act and deed.

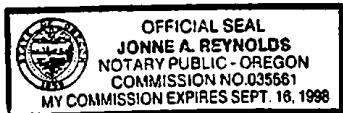


Jonne A. Reynolds
Notary Public for Oregon
My Commission Expires: 9-16-98

STATE OF OREGON)
) ss.
County of Josephine)

Personally appeared N. B. Wright, who, being duly sworn, did say that he is a Trustee under the N. B. Wright Trust dated August 3, 1992, and that said instrument was signed and sealed on behalf of said Trust; and he acknowledged said instrument to be its voluntary act and deed.

Dated this 22nd day of September, 1995.



Jonne A. Reynolds
Notary Public for Oregon
My Commission Expires: 9-16-98

STATE OF OREGON)
) ss.
County of Josephine)

Personally appeared Doris Gene Wright, who, being duly sworn, did say that she is a Trustee under the Doris Gene Wright Trust dated January 12, 1993, and that said instrument was signed and sealed on behalf of said Trust; and she acknowledged said instrument to be its voluntary act and deed.

Dated this 22nd day of September, 1995.



Jonne A. Reynolds
Notary Public for Oregon
My Commission Expires: 9-16-98

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