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**DECLARATION
Of
COVENANTS, CODES & RESTRICTIONS
For**

ASPEN WINDS HOMEOWNERS' ASSOCIATION, INC.

THIS DECLARATION is made this _____ day of March, 2003 by KIMBERLY MT. DEVELOPMENT, LLC ("Declarant").

RECITALS

Declarant is the owner of all the real property described in Exhibit "A" hereto attached, which includes LOTS 1 through 21, as depicted in the plat of ASPEN WOODS DUPLEXES, filed in the Plat Records of Deschutes County, Oregon (the "property"). Declarant desires to create thereon a planned community to be known as ASPEN WINDS, with permanent roadways, utility installations and open spaces for the benefit of such community.

Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in ASPEN WINDS and for the maintenance of the Property and improvements thereon, and to this end desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth. (Hereinafter referred to as C.C & R's".) Each and all of which is and are for the benefit of the Property and each owner of any unit thereof. These CC&R's shall run with the unit and shall burden each unit owner under the terms and conditions described herein.

**ARTICLE I
DEFINITIONS**

- 1.1 "Articles" shall mean the Articles of Incorporation for the non-profit corporation, ASPEN WINDS HOMEOWNERS' ASSOCIATION, INC. as filed with the Oregon Office of the Secretary of State.
- 1.2 "Association " shall mean and refer to ASPEN WINDS HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.
- 1.3 "By-Laws" shall mean and refer to the By-laws of the Association.
- 1.4 "Common Property" shall mean and refer to that area of land shown on the recorded plat of the Property, including any improvements thereon, which are intended to be devoted to the common use and enjoyment of the members, and which has been conveyed to the Association.
- 1.5 "Declarant" shall mean and refer to KIMBERLY MT. DEVELOPMENT, LLC, its successors or assigns.

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- 1.6 "General Plan of Development" shall mean the Declarant's general plan of developing the Property as approved by appropriate government agencies and set forth in this Declaration.

ARTICLE 2 GENERAL PLAN OF DEVELOPMENT

- 2.1 **GENERAL.** The Declarant has developed the Property with ²¹~~28~~ buildable residential Lots on which each Lot locates TWO Living Units. The Declarant intends to construct Living Units as duplexes (two adjoining units) with any party walls constructed on the lot line. The Declarant reserves the right to re-plat any portion of ASPEN WINDS before it is annexed to the Association.
- 2.2 **OWNERSHIP OF COMMON PROPERTY.** The Declarant shall convey the Common Property, which has been annexed to the Association within sixty (60) days after 100% of the Lots have been conveyed to purchasers. In the event the Common Property is ever assessed for property tax purposes separately from the Lots, the Association, by and through its Board of Directors, shall take such steps as may be necessary to assess all Owners equally for their share of such taxes and to pay such taxes on a current basis.
- 2.3 **IMPROVEMENTS IN THE COMMON PROPERTY.** The Common Property will be improved with entrances/exits, driveways, and landscaping. There will be a maximum of twenty-one (21) lots and 42 separate units when the project is completed as planned.

ARTICLE 3 USE RESTRICTIONS, ARCHITECTURAL CONTROLS AND MAINTENANCE RESPONSIBILITIES

- 3.1 **RESTRICTIONS.** All uses, occupancy, construction and other activities conducted on any Lot/ Unit shall conform with and be subject to applicable zoning, use restrictions, setback requirements, and building codes of all appropriate local, state, federal public authorities.
- 3.2 **USE** All Lots and Living Units shall be used for residential, recreation and vacation purposes only. No commercial, retail or industrial use shall be allowed on any Lot or Living Unit. Provided however, subject to compliance with applicable laws and any rules of the Association and 3.6 below, an owner may rent his / her Living Unit on a monthly or longer term lease basis, albeit such rental activity is considered a commercial use.
- 3.3 **OWNER RESPONSIBILITIES.**

- (A) Each owner shall perform all maintenance, repair and replacement of the INTERIOR of such Owner's Living Unit. Each owner shall be responsible for the maintenance, repair and replacement of utility lines within and under an Owner's Living Unit
- (B). Each Lot and its improvements shall be maintained in a clean and attractive condition and in good repair. All garbage and refuse shall be kept in appropriate trash receptacles and shall be screened from the view of neighboring lots and streets.

3.4 GARAGES/OUTDOOR STORAGE Garages shall be used for the purpose of storage of transportation vehicles and personal items that can be completely enclosed when the garage door is closed. Garage door must be kept closed, except for normal ingress/egress and access. No outdoor storage of vehicles or personal property is allowed on any Lot. A driveway shall not be used for REGULAR parking by the occupants of a Living Unit.

3.5 PETS Only domestic pets shall be allowed (a maximum of ^{ONE} ~~two~~ per unit) on the Lots and common areas. Dogs must be leashed or under owners supervision, and all owners are expected to clean up after their pets immediately.

3.6 EXTERIOR IMPROVEMENTS. Except as otherwise specifically provided in this Declaration / by written approval of ASPEN WINDS HOA, no fence, outbuilding or other structure of any type shall be erected, placed or permitted on any Lot other than the original construction. Additional personal landscaping may be approved, by submission of request to the ASPEN WINDS HOA.

3.7 OUTDOOR LIGHTING Any and all outside yard lights must be screened so as to generally shine downward only.

3.8 SATELLITE DISHES External satellite receiver/transmitter dishes are allowed UP to eighteen (18) inches in diameter. Installation must be on side or back of unit.

3.9 EXTERIOR MAINTENANCE, REPAIR & REPLACEMENT. The Association shall perform maintenance, repair and replacement of the exterior of Living Units as follows: maintenance and painting of siding and trim rain gutters, roofs and chimneys. The Association shall perform all landscaping maintenance, including planting, pruning, mowing, and cleaning of all Lots and Common areas. The Association shall be responsible for the maintenance, repair and replacement of any and all water lines

3.10 UNDERGROUND UTILITIES. No outdoor overhead wire or service drop for the distribution of electric energy or telecommunication purposes nor any pole, antennae or satellite tower (except as provided in Section) shall be erected, placed or maintained within the Property.

- 3.11 **LEASES / RENTALS** Owners of Living Units may rent/ lease their units with a restriction of a thirty-day (30-day) minimum rental. All leases or rental agreements shall be in writing and shall be deemed to provide that their terms shall be subject in ALL respects to the provisions of this Declaration, the Articles, By-Laws and Rules and Regulations of the Association. Failure by the lessee or renter to comply with the provisions of such documents shall constitute a default under said lease or rental agreement
- 3.12. **BOARD APPROVAL FOR EXTERIOR CHANGES** Owners of Living Units wishing to make appropriate exterior changes must submit any and all requests to the Board of Directors. A Review Committee may be established to provide a thorough and timely assessment of the request. The Review Board shall meet within 30 calendar days and respond within 45 calendar days of the request. If the Board fails to render a written decision within the time allowed, the request shall be deemed to be approved.
- 3.12 **APPEAL** Any decisions of the Board shall be subject to appeal by any interested Owner. The appeal shall be made in writing and filed with the Secretary of the Association within 30 calendar days of the Board decision. The Board of Directors shall call a special meeting or balloting to be held after ten (10) days notice, and within thirty (30) days after the appeal has been filed. It shall require a majority of all Association votes to reverse or modify the original decision of the Board.

ARTICLE 4 ASSOCIATION MEMBERSHIP & VOTING RIGHTS

- 4.1 **MEMBERS** Each owner shall be a mandatory member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from ownership of any Lot or Living Unit. Transfer of ownership of a Lot or Living Unit automatically transfers membership in the Association. Owners and occupants shall be governed by this Declaration, the Articles, By-Laws, rules and regulations of the Association and any amendments thereof.
- 4.2 **VOTING RIGHTS** The Association shall have one class of voting members. For full ownership of a Living Unit, the owner is entitled to ONE vote. When more than one person owns a Living Unit, the vote for such unit shall be cast as they shall determine, but in no event will fractional voting be allowed.
- 4.3 **PROXY** Each Full Owner or Living Unit may cast his or her vote by absentee ballot pursuant to a proxy executed by the Owner. An Owner may not revoke a proxy given to this section except by actual written notice to the person presiding over a meeting of the Association. A proxy shall NOT be valid if it is undated or unsigned. A proxy shall terminate one (1) year after its date, unless the proxy specifies a shorter time.

- 4.4 **PROCEDURE** All meetings of the Association, the Board of Directors and Association committees shall be conducted in accordance with such rules of order (e.g. Robert's Rules) as is adopted by the Board of Directors.

ARTICLE 5 DECLARANT CONTROL

- 5.1 **INTERIM BOARD & OFFICERS** The Declarant hereby reserves administrative control of the Association and has the right to appoint an interim three-member Board of Directors to manage the affairs of the Association until such time that the Development is 100% sold out. Owners become the majority according to the subsequent section 5.2
- 5.2 **TRANSITIONAL ADVISORY COMMITTEE** .Not later than 30 business days after the Declarant has conveyed Lots /Living Units representing eighty per cent (80 %) of all votes in ASPEN WINDS, the Declarant shall call a meeting of Owners for the purpose of selecting a **Transitional Advisory Committee**. The Committee shall consist of three (3) members. Two members by a majority vote of Owners, and one member selected by the Declarant. The Committee shall have reasonable access to such information and documents, as Declarant is required by law to make available. If the Declarant fails to call the meeting required under this section, any Owner may do so.
- 5.3 **TURNOVER MEETING** The Declarant shall turn COMPLETE legal & administrative control over to the Association on the date that Lots/Living Units, representing one hundred per cent (100%) of the total number of Lots/Living Units are conveyed to buyers.

ARTICLE 6 COMMON PROPERTY

- 6.1 **OBLIGATIONS OF THE ASSOCIATION** Subject to the rights of Owners set forth in this Declaration, the Association shall be responsible for the exclusive management and control of the Common Property, including any improvements thereon. The Association shall keep the same in good, clean, attractive and sanitary condition, order and repair, including, but not limited to removal of snow, trash and debris, cleaning, maintenance and repair of streets, parking areas, landscaped and unlandscaped land located within ASPEN WINDS. This obligation shall include the maintenance, repair and replacement of utility lines from the connection with the main service line owned and maintained by the service provider to the point up to an owner's Living Unit.
- 6.2 **MEMBERS' EASEMENT OF ENJOYMENT** Subject to the provisions of this declaration, every owner shall have a non-exclusive right and easement of

enjoyment in and to the Common Property, which shall be appurtenant to and shall pass with the title to every Living Unit.

- 6.3 SUBJECT TO RULES AND FEES** The association maintains the right to establish reasonable rules and to charge reasonable assessments and fees for capital expenditures on the Common Property, the maintenance and upkeep of same, and payment of all Association expenses.
- 6.4 SUSPENSION OF MEMBERS' RIGHT** The Association has the right to suspend an Owner or occupant from Common Property use for any period during which assessment against such Owner or occupant remains unpaid for more than thirty (30) days after notice of such non-payment.
- 6.5 SALE OF COMON PROPERTY** As provided by ORS 94.665, the Association has the right to sell, dedicate or transfer any portion of the Common Property or to create a security interest therein with the approval of seventy-five per cent (75 %) of the votes of the members.
- 6.6 DAMAGE OR DESTRUCTION OF COMMON PROPERTY BY OWNER** In the event any Common Property is damaged or destroyed by an Owner or any of his or her guests, tenants, friends or family members in a manner that would subject such Owner to liability for such damage under Oregon law, such Owner does hereby authorize the Association to repair such damage in a good and workmanlike manner as originally constituted. The reasonable cost necessary for such repairs shall become a special assessment upon the Unit Owner who caused or is otherwise responsible for such damage.

ARTICLE 7 COVENANTS FOR ASSESSMENTS AND COMMON PROFITS

7.1 CREATION OF THE LIEN & PERSONAL OBLIGATION OF ASSESSMENTS

The Declarant hereby covenants, and each Owner by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association 1) regular assessments or charges for common expenses, as articulated in the HOA dues breakdown and 2) special assessments as provided in Section 7. 5. All such assessments, together with interest thereon at the rate approved by resolution of the Board, shall be a lien and charge on the Living Unit. Such lien shall exist and be executed, recorded and foreclosed in the manner provided by law.

- 7.2 GENERAL OPERATIONS ASESSMENTS** The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property, and for the improvement and maintenance of such Property, including payment of premiums for insurance required under this Declaration, as well as landscaping, exterior building

maintenance, water, sewer, garbage collection, and management services. Neither the Association nor any assessments shall be used for lobbying or to exert political influence.

7.3 BASIS FOR ASSESSMENT There shall be two (2) levels of assessments against the individual properties

- a) **UNIMPROVED LOTS/UNITS** The assessment shall include only amounts attributable to the Common Reserve Account as set forth in Section 7.5 together with amounts attributable to the liability insurance premium covering the Common Property.
- b) **IMPROVED LOTS/UNITS** Lots that have been improved with a completed Living Unit shall be assessed equally with other such lots. Assessments shall include the following items:
 - (1) Maintenance. Repair or replacement of all necessary improvements and buildings on the Common Property.
 - (2) Maintenance, repair or replacement of the exterior of the Living Units for which the Association has responsibility.
 - (3) Any deficit in common expenses for any prior period
 - (4) Utilities for the Common Property and other utilities with a common meter or commonly billed.
 - (5) The cost of any professional management if desired by the Association.
 - (6) Any other items properly chargeable as an Association expense.
 - (7) Reserve items as set forth in Sections 7.5 and 7.6

7.4 METHOD OF ASSESSMENT The Board of Directors with approval of the members shall determine the monthly assessment in accordance to the provisions provided herein. The monthly assessment shall be sufficient to meet the obligations imposed by the Declaration. The annual budget shall be presented and voted on by the Association. All annual, monthly and specific assessments must be fixed at a uniform rate for all like lots & units. The Board shall set the date such assessments are due. Upon the default in the payment of any one or more installments, the entire balance of such assessment may be accelerated at the option of the Board and be declared "due and payable in full", together with interest and attorney fees and costs as herein provided.

Notwithstanding any other provisions, the general assessments of the Association may not be increased by more than twenty per cent (20 %) in any one year without approval of a majority of the Owners.

7.5 COMMENCEMENT OF ASSESSMENT The general assessments shall commence upon the conveyance of a Lot or Living Unit to an Owner and pro-rated from the time of closing through to the end of the month.

7.6 INITIAL ASSESSMENT Upon the closing of a sale, and through the escrow process, each owner will contribute a sum equal to two (2) times the monthly assessment as a one-time contribution to the working capital of the Association

7.7 PROPERTY RESERVE ACCOUNT The assessment against each Lot / Living Unit shall include an amount allocated to a reserve account established for the purpose of funding the exterior MAJOR maintenance of the buildings, landscaping, and common property .(E.G. ROOFS,) Amounts assessed with respect to reserves shall take into account the estimated remaining life of the items for which the reserves are established and the current replacement cost of such items. The RESERVE ACCOUNT will be separate from the operating account and funds cannot be co-mingled.

7.8 SPECIAL ASSESSMENTS The Board of Directors shall have the power to levy special assessments against an owner or all owners in the following manner for the following purposes:

- A) To correct a deficit in the operating budget by a majority vote of the Board.
- B) To collect amounts due to the Association from an owner for breach of the owner's obligations under the Declaration, these By-Laws, or the Association's rules and regulations, by a majority vote of the Board.
- (C) To make repairs or renovations to the common property and/or those portions of the Living Units for which the Association has the responsibility of maintenance and replacement if sufficient funds are not available from the OPERATING BUDGET or replacement RESERVE ACCOUNT.
- (D) To make capital acquisitions, additions or improvements, by vote of at least seventy-five per cent (75 %) of all votes allocated to the Lots/ Units.

7.9 NON-PAYMENT OF ASSESSMENTS In addition to any other remedies provided by law, the Association may bring legal action against the owner personally obligated to pay the same or foreclose a lien on the property. No such action or judgment entered therein shall be a waiver of the lien of the Association. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Property or abandonment of his/her Lot or Unit.

7.10 SUBORDINATION OF LIEN TO MORTGAGES. The lien, with respect to any unpaid assessments provided for herein, shall be prior to any homestead exemptions and ALL other liens and encumbrances except:

- A) A first mortgage of record
 - B) A lien for real estate taxes and other governmental assessments or charges
 - C) Liens and encumbrances recorded before the recordation of this Declaration
- Sale or transfer of any Lot or Living Unit shall not affect the assessment lien.

7.11 COMMON PROFITS Profits arising from any operation or from the sale of any Association asset shall be a part of the Association Account and used to offset

Association obligations or shared among all owners in proportion to their liability for payment of assessments.

ARTICLE 8 DECLARANTS SPECIAL RIGHTS

Until the Living Units on all Lots on the Property have been constructed , fully completed and sold, the Declarant shall have the following special rights:

8.1 SALES OFFICE & MODEL The Declarant shall have the right to maintain a sales office and model on one or more of the Lots which the Declarant owns. The Declarant , his agents, prospective purchasers and their agents shall have the right to use and occupy the sales office and model(s) during reasonable hours any day of the week.

8.2 "FOR SALE " SIGNS The Declarant may maintain a reasonable number of "For Sale" signs and/or banners at reasonable locations on the property, including, without limitation , the Common Property. Project signs and/or banners may be maintained at each entrance, with individual sale signs at each property. Individual property signs will conform to one standard size (16" x 24") and colors (Hunter Green & Ivory). Owners or their agents will use these standards for any resale advertising of the units as well.

8.3 DECLARANT EASEMENTS The Declarant has reserved easements over the property as more fully described in Article 11 hereof.

ARTICLE 9 DAMAGE, DESTRUCTION AND LOSS

9.1 INSURANCE PROCEEDS SUFFICIENT TO COVER LOSS(ES) In case of fire, casualty or any other damage and destruction, the insurance proceeds of the Association MASTER POLICY shall be applied to such repair or reconstruction, which shall commence as soon as proceeds and contracts are available. Reconstruction or repair of the damaged or destroyed unit means restoring the building/ Living Unit to substantially the same or comparable condition in which it existed prior to the fire, casualty or disaster. Such reconstruction shall be accomplished under the direction of the Board of Directors.

9.2 INSURANCE PROCEEDS INSUFFICIENT TO COVER LOSS If the insurance proceeds are insufficient to cover a loss *that is addressed in the By-Laws*, then, initially, the building shall be promptly repaired or reconstructed, under the supervision of the Board of Directors with ALL owners liable for the assessment for any deficiency for such construction. Such deficiency shall take into consideration the owner's contribution on proceeds from any individual insurance policy. As per the By-Laws, owners maintain individual policies for custom building and interior personal property. The Association shall not be liable for any upgrades or personal property within a unit.

9.3 **AUTHORITY** The Board of Directors shall have the sole authority to review need, assess claims, initiate any repairs or reconstruction and contract any services for unit (s) that has/have suffered damage.

ARTICLE 10 CONDEMNATION/EASEMENT OF COMMON PROPERTY

In the event that all or any portion of the Common Property is appropriated as the result of condemnation or easement, or threat, or imminence thereof, the following rules and guidelines shall apply:

10.1 REPRESENTATION BY ASSOCIATION The Board of Directors of the Association shall have the sole authority, right and responsibility to represent each of the owners for the purpose of contesting and/or negotiating any legal procedure and may authorize expenditures and assessments to retain adequate counsel or other experts for such purpose.

10.2 ALLOCATION OF CONDEMNATION AWARD The Board of Directors of the Association shall allocate and distribute any award received by it with respect to Common Property to all Owners in proportion to the diminution in fair market value incurred by them with respect to their individual Living Units

10.3 ARBITRATION In the event of any controversy by, between or among any Owner or Owners and the Board of Directors, each of the disputing parties shall choose one (1) arbitrator and such arbitrators shall choose one (1) additional arbitrator. These three (3) arbitrators shall resolve by majority vote and said decision shall be final, binding and unappealable. The disputing parties shall pay the costs of all fees and expenses of their designated arbitrator, as well as share equally in the fees and expenses of the third arbitrator. The disputing parties each shall pay their own expenses in connection with the arbitration.

ARTICLE 11 EASEMENTS

11.1 ASSOCIATION'S EASEMENTS The Declarant hereby grants the Association a blanket easement with respects to all Living Units on the property for the purpose of maintaining, repairing, replacing sewer and water lines and carrying out the Association's responsibilities to maintain the exterior of the Units. It shall be the obligation of the Association to maintain, repair and/or replace sewer and water lines from the *main service lines to the building line* of each Living Unit. The easement granted in this Section shall be perpetual and shall run with the land.

11.2 DECLARANTS EASEMENTS The Declarant hereby reserves a blanket easement over, upon, through and under the Property for all purposes reasonably required in carrying out the General Plan of Development.

11.3 OWNERS' EASEMENTS The Declarant may grant an owner an easement into the Common Property for a minor encroachment, such as a roof-overhang. This easement shall be perpetual and run with the land.

ARTICLE 12 GENERAL PROVISIONS

12.1 RECORDS The Board of Directors shall maintain and preserve minutes of all meetings of the Association, the Board and any committees. The Board of Directors shall also keep accurate and detailed financial records, including individual assessment accounts of owners, balance sheets, income and expense statements. Individual assessment accounts shall designate the name and address of each Owner/Owners of each Unit, the amount of assessment, amounts paid and the balance. The minutes of the Association, Board & committees, as well as all pertinent financial records shall be reasonably available for review and copying by Owners. There may be a reasonable charge for providing copies.

12.2 INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS. The Association shall indemnify any Director, officer, employee or agent from any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of his or her role, as any Director, officer, employee or agent, or serving at the request of same. The Association shall indemnify against expenses, including attorney fees, judgments, fines and settlements reasonably incurred in connection with such suit, action or proceeding if individual acted according to the By-Laws & CC&R's, in good faith and in a manner which she /he believed was in the best interests of the Association.

12.3 ENFORCEMENT The Association and the Owners shall have the right and responsibility to enforce all the covenants, conditions and restrictions, reservations, easements, liens and charges now or hereinafter imposed by any provisions of this declaration. Failure by either the Association or by any Owner to enforce any covenant or restriction may result in a grievance filed, possible subsequent fines or other appropriate action.

12.4 SEVERABILITY Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provisions herein, and the same shall remain in full force and effect.

12.5 DURATION The covenants and restrictions of this Declaration shall run with and bind the land and improvements continuously from this date forward unless rescinded by a vote of at least ninety percent (90%) of the Owners.

12.6 AMENDMENT As provided by ORS 94.590 and except as otherwise provided by Section 12.8 of this Article and the restrictions set forth herein, this Declaration may be amended at any time by an instrument approved by not less than seventy-five percent (75%) of the total votes of the Association membership in good standing. Any

amendment must be executed, recorded and certified as provided by law. Provided however, no amendment of this Declaration shall effect an amendment of the By-Laws, the Articles of Incorporation without compliance with the provisions of such documents, and the Oregon Non-Profit Corporation Act. Provided also that no amendment affects the approved general plan of development or any other right of the Declarant herein contained without the express written consent of the Declarant or its successors and assigns.

12.7 RIGHTS OF OWNERS Any owner of a Living Unit, upon written request to the Board of Directors of the Association, shall have the right to:

- a) Receive timely written notice of meetings of the Association
- b) Receive timely written notice of any proposed abandonment, termination or contraction of this Planned Unit Development
- c) Receive timely written notice of any material amendment of the Declaration, By-Laws or Articles of Incorporation of the Association
- d) Receive timely written notice of any decision by the Association regarding management (self or professional) of the property.
- e) Receive timely written notice of any legal proceeding affecting Common Property
- f) Receive timely written notice of any damage or destruction incidents to Common Property
- g) Inspect the financial records and any minutes and documents of the Association at reasonable intervals during normal business hours.

12.8 UNILATERAL AMENDMENT BY DECLARANT The Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing Administration, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, or any US Federal or Oregon State department, bureau, commission or agency

X Robert Duncan

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF Oregon
COUNTY OF Deschutes

On this 11 day of December, 2003, before me, the undersigned Notary Public, personally appeared Robert Duncan and known to me to be members or designated agent of the limited liability company that executed this instrument, and acknowledge this instrument to be the free and voluntary act of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this instrument and in fact executed this instrument on behalf of the limited liability company.

Hilary Salters
Notary Public in and for the State of OREGON

My commission expires: 04-01-07

