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DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-26013



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\$25.00 \$11.00 \$10.00 \$5.00

AFTER RECORDING, RETURN TO:
Vision Properties, LLC
15 S.W. Colorado, Suite 280
Bend, OR 97702

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OR FOR THE VALIDITY, SUFFICIENCY, OR
EFFECT OF THIS DOCUMENT

DECLARATION ANNEXING PHASE 2
TO
NORTHPOINTE

THIS DECLARATION is made this 29 day of APRIL, 2005, by VISION
PROPERTIES, LLC, an Oregon limited liability corporation ("Declarant").

RECITALS

A. Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Northpointe, dated October 3, 2003 and recorded October 7, 2003 in the records of Deschutes County, Oregon, as Document No. 2003-69587 (the "Master Declaration").

B. The Master Declaration provides that additional properties may be annexed to Northpointe pursuant to the provisions of Section 2.2 of the Master Declaration. Declarant wishes to annex certain real property described in the plat of NORTHPOINTE - PHASE II (the "Additional Property") to the Master Declaration upon the terms and conditions set forth in this Declaration.

NOW, THEREFORE, Declarant does hereby declare and provide as follows:

1. DEFINITIONS. As used in this Declaration, the terms set forth below shall have the following meanings:

1.1 Additional Property. Additional Property means the real property within the plat of NORTHPOINTE - PHASE II recorded in Deschutes County, Oregon, as described in "Exhibit A" attached hereto and made a part hereof.

1.2 Master Declaration. Master Declaration means the Declaration of Covenants, Conditions and Restrictions for Northpointe, dated October 3, 2003 and recorded October 7, 2003, in the records of Deschutes County, Oregon, as Document No. 2003-69587.

1.3 Incorporation by Reference. Except as otherwise specifically provided in this Declaration, each of the terms defined in Article 1 of the Master Declaration shall have the meanings set forth in such Article.

2. **ANNEXATION.** The Additional Property is hereby annexed to Northpointe and made subject to the Master Declaration on the terms and conditions set forth in this Declaration.

3. **LAND CLASSIFICATION.** The Additional Property is included in one or another of the following classifications:

3.1 **Residential Lots.** All platted numbered lots within the Additional Property shall be Lots as defined in Section 1.13 of the Master Declaration.

3.2 **Common Areas.** Tracts "D" and "E" within the Additional Property shall be Common Areas as defined in Section 1.7 of the Master Declaration.

3.3 **Other Classifications.** There are no Common Easement Areas or Public Areas within the Additional Property.

4. **MASTER DECLARATION.** The Additional Property shall be subject to all of the terms and provisions of the Master Declaration.

5. **RIGHT OF ENTRY.** In addition to any easements shown on the recorded plat and as set forth herein and in the Master Declaration, the Additional Property shall be subject to an easement for the benefit of utility service providers and their agents or employees to access all parts of the Owner's Lot and the Common Areas on which utility services may be located, for the purpose of operating, maintaining or constructing such facilities, inspecting the condition of pipes and facilities, and completing repairs. The Owner will be given advance notice if possible. In the case of an emergency, as determined solely by the utility service provider, no prior notice will be required. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.

6. **ALLEY EASEMENTS.** Declarant grants perpetual, nonexclusive Alley Easements over Lots 54 and 55, 56 – 63, 65 and 66, 67 – 69, and 70 and 71 for access to and egress from such lots as shown on the plat of NORTHPOINTE – PHASE II recorded in Deschutes County, Oregon. Such Alley Easements shall be for the benefit of and appurtenant to the lots described in this section and for the benefit of such additional real property Declarant may annex to Northpointe as may be provided in the supplemental declaration annexing such additional property. The Alley Easements shall be subject to the following use restrictions and covenants:

6.1 **Vehicle Restrictions.** In addition to the vehicle restrictions and provisions of Article 7 of the Master Declaration, no vehicles, trailers, boats or recreational toys of any kind shall be parked on the Alley Easements when unattended.

6.2 **No Obstructions.** All asphalt areas of the Alley Easements shall be maintained free and clear of any obstruction, whether temporary or permanent. No toys, tools, or other objects or equipment shall be left on the Alley Easements when not in use. In the event any

Lot Owner, the Owner's children or invitees are using the Alley Easements at any time, and other Owners of other Lots or their invitees desire to access the Alley Easements, the persons using the Alley Easements shall temporarily cease their activities and allow the other persons access along the Alley Easements to their garage.

6.3 **Maintenance.** Owners sharing the Alley Easements shall share equally in the cost of the maintenance and repair of the asphalt overlaying the Alley Easements. Declarant assigns the right and obligation to maintain and repair the Alley Easements to the Association, and Owners of benefited Lots shall pay any Association assessments for the costs of such maintenance and repair as provided herein and in Section 10.6 of the Master Declaration.

6.4 **Indemnity.** The Owners sharing the Alley Easements shall forever indemnify, defend and hold each other harmless against any loss, claim or liability arising in any manner out of the use of the Alley Easements by such Owner, or such Owners' tenants, invitees or guests.

6.5 **Acceptance of Improvements.** Owners sharing the Alley Easements assume all risk arising out of their use of the Alley Easements and Declarant shall have no liability to Owners, their tenants, invitees or guests for any condition existing thereon. Owners of the benefited Lots shall accept the Improvements on the Alley Easements "AS IS".

6.6 **Enforcement.** The Association shall have the right to enforce all of the provisions of the Alley Easement use restrictions and covenants stated herein affecting the Lots and Owners sharing the Alley Easements.

7 **AMENDMENT.** This Declaration may be amended by Declarant at any time prior to the closing of the sale of the first Lot in the Additional Property. Thereafter, this Declaration may only be amended by the vote or written consent of Owners owning not less than seventy-five percent (75%) of the Lots within the Property, together with the written consent of Declarant as long as Declarant owns any Lots within the Property. Any such Amendment shall become effective only upon recordation in the Deed Records of Deschutes County, Oregon, of a certificate of the President or Secretary of the Association as provided in the Master Declaration. In no event shall such an Amendment create, limit or diminish special Declarant rights without Declarant's written consent.

8. **BINDING EFFECT.** The Additional Property, including all Lots and Common Areas therein, shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved only in accordance with the provisions of the Master Declaration, as modified by this instrument, which easements, covenants, restrictions, and charges shall run with the Additional Property and shall be binding upon all parties having or acquiring any right, title or interest in the Additional Property, or any part thereof, and shall inure to the benefit of each Owner thereof.

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

VISION PROPERTIES, LLC,
an Oregon limited liability corporation

By


Its MANAGING MEMBER

CONSENT BY BENEFICIARY:
BANK OF THE CASCADES

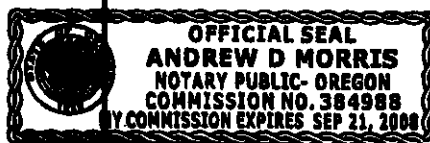
BY:


Its Authorized Agent

STATE OF OREGON)

)ss.

County of Deschutes)



The foregoing instrument was acknowledged before me this 28 day of April, 2005, by John Andia, Managing Member for VISION PROPERTIES, LLC, an Oregon limited liability corporation.


Notary Public for Oregon

My commission expires: Sept 21 2008

STATE OF OREGON)

)ss.

County of Deschutes)



The foregoing instrument was acknowledged before me this 28 day of April, 2005, by Tansi Brown, Vice President for BANK OF THE CASCADES.


Notary Public for Oregon

My commission expires: Sept 21 2008

EXHIBIT A

Additional Property

Land Classification:

Property Description

Lots:

Lots 38 - 73 as shown on the plat of
NORTHPOINTE – PHASE II recorded in
Deschutes County, Oregon.

Common Areas:

Tracts "D" and "E" as shown on the plat of
NORTHPOINT – PHASE II recorded in Deschutes
County, Oregon.

There are no Common Easement Areas or Public Areas.