

Date: June 30, 2017

Return to:
Plainview Ranch Homeowner's Assn., Inc., *Declarant*
17750 Ox Spur Ct
Bend, OR 97703
Attn: Liz Simpson

RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR

PLAINVIEW RANCH SUBDIVISION

DESCHUTES COUNTY, OREGON

RECITALS

- A. Squaw Creek Land and Cattle Co., Inc. ("Original Declarant") recorded the plat of Plainview Ranch on May 9, 1978 (Plat No. 333, Subdivision Cabinet B-451, Document No. 1978-0003) ("Plainview Ranch" or the "Subdivision"), which is legally described as the Northwest 1/4, Section 32, Township 15 South, Range 11 East, W.M., Deschutes County, Oregon.
- B. Original Declarant recorded the "Protective Covenants and Conditions, Plainview Ranch Subdivision, Deschutes County, Oregon" on May 9, 1978, Document No. 273-326 (the "Declaration").
- C. The Declaration was amended by that certain Amendment to Protective Covenants and Conditions, Plainview Ranch Subdivision, Deschutes County, Oregon recorded on March 18, 1980 as Document No. 318-554 (the "1980 Amendments")
- D. The Declaration was amended by that certain Amendment to Protective Covenants and Conditions, Plainview Ranch Subdivision, Deschutes County, Oregon recorded on July 17, 1991 as Document No. 240-0232 (the "1991 Amendment").
- E. That certain Protective Covenants, Conditions, and Restrictions for Plainview Ranch Subdivision, Deschutes County, Oregon was recorded on October 2, 2000 as Document No. 2000-39927 (the "2000 CC&Rs").
- F. That certain Amendments to the Protective Covenants, Conditions and Restrictions for Plainview Ranch Subdivision, Deschutes County, Oregon was recorded on December 18, 2014 as Document No. 2014-42412 (the "2014 Amendments").

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Deschutes County Official Records
Nancy Blankenship, County Clerk

2017-25660



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D-CCR Cnt=1 Stn=25 CLERK
\$70.00 \$11.00 \$21.00 \$10.00 \$6.00

- G. The Association now desires to adopt this Restated Declaration of Protective Covenants, Conditions and Restrictions for Plainview Ranch Subdivision to supersede and replace the Declaration, 1980 Amendments, 1991 Amendment, 2000 CC&Rs and 2014 Amendments.

NOW THEREFORE, the Association declares that all property within the Subdivision shall be subject to the following covenants, conditions and restrictions, which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Subdivision or any part thereof and upon all persons who occupy any portion of the Subdivision, shall inure to the benefit of all such persons, and shall supersede and replace the Declaration, 1991 Amendments, 2000 CC&Rs, 2014 Amendments and any similar document.

THE PREAMBLE

We, the Owners of the Plainview Ranch and members of the Association are governed by these CC&Rs and Rules and Regulations which are administered by the Association through an elected Board of Directors and other committees established by the Board.

We believe that the harmony implicit in our living together as a community must always be our highest concern when considering any changes to the land upon which we live. We desire the benefits of neighborliness and agree that any changes a property Owner may want to make to his/her property must be reviewed by the committee or committees designated by these Restated Covenants, Conditions and Restrictions (CC&Rs). Along with the rights and restrictions provided by Deschutes County regulations for "MUA Multiple Use Agriculture" zoning, these CC&Rs provide the requirements that govern for the development of the lots and use of property within the subdivision. The CC&Rs may be more restrictive than County regulations but shall not reduce any county requirement.

It is essential that these protective Covenants, Conditions and Restrictions be strictly observed.

COVENANTS, CONDITIONS AND RESTRICTIONS OF USE OF PROPERTY

Sec. 1. DEFINITIONS

The following definitions apply to the terms used in these CC&Rs.

Driveway means a roadway created to provide vehicular access from a public or private road to a home, garage, parking area, or barn.

Dwelling, single family, means a detached building containing one dwelling unit and designed for occupancy by one family only, as defined by the Deschutes County Zoning Code MUA and Chapter 18.04.

Guest house means living quarters within a detached accessory building located on the same lot as the main building for use by temporary guests of the occupants of the main premises, not rented or otherwise used as a separate dwelling. A guest house shall contain no kitchen, kitchenette or other cooking facilities, as defined by the Deschutes County Zoning Code MUA and Chapter 18.04.

Improvements means the addition, removal or alteration of any structures, roads, landscaping, including but not limited to, wells, driveways, clearing of ground cover, planting or removing trees, fences or other modifications to the property.

Landscaping means the arrangement, type and quantity of living shrubs, trees, ponds, and other ornamental devices located on the property.

Owner means the record Owner of the fee simple title or trust to any lot subject to these CC&Rs, or a contract purchaser if the seller retains legal title merely to secure performance of the contract, but does not include a tenant or person holding only a mortgage or other security interest. In the case of a rental, the lot Owner is responsible for enforcing compliance of these CC&Rs.

Structure means any building, shed, fence, concrete flat work, playground equipment, flagpole, pond or other permanent installation.

Variance means the appeal process for allowing certain specific restricted activities in these CC&Rs.

Terms to include, but not limited to, Nuisance, Annoyance, Noxious, Odors, etc. shall be interpreted by the Board of Directors as needed on a case-by-case basis.

Sec. 2. LAND USE

Each lot shall be used exclusively for single family residential, agricultural or livestock purposes. Each lot Owner is allowed one single family dwelling which complies with these CC&Rs and the Deschutes County Code Chapter 18.32 Multiple Use Agricultural Zone – MUA guidelines. Any Owner who constructs any structure within the Subdivision must comply with Deschutes County regulations. Guest houses may be used only on an occasional basis for family and friends and not as a continual residence or rental. Owners wishing to raise livestock on their lots must obtain approval from the Board of Directors and follow all Humane Society guidelines for the care and feeding of their particular animals. The livestock Rules and Regulations form may be obtained from the Association Secretary. The roads and signs within the Subdivision are overseen and maintained by the Board.

Sec. 3. LOT RESTRICTIONS

No motor homes, campers, travel trailer, or similar units may be permanently or semi-permanently installed on any lot. However, such units may be used as temporary dwellings during the course of construction of a primary residence (18 months) and during vacations or visits to the property. Any campers, travel trailers, or other such units, kept on any lot, shall be stored in a manner as to be screened from view of other lots in Plainview Ranch.

Sec. 4. NEW CONSTRUCTION LIMITATIONS

The period of construction for a permanent structure shall not exceed 18 months from the time a building permit is issued. Landscaping may extend beyond this period. However, all construction debris is to be removed, the construction site cleaned, and the exterior of the structure is to agree with submitted architectural design within this time frame.

Sec. 5. DRIVEWAYS

All driveways must be composed of pavers, cinders, gravel, asphalt or concrete. No dirt driveways will be allowed.

Sec. 6. STRUCTURES

All buildings must conform to all laws and regulations of the State of Oregon, Deschutes County, and any applicable municipality relating to zoning, fire protection, building construction, water sanitation and public health. Dwellings must be suitable for year round use and must be placed upon permanent foundations in accordance with the state and county building codes. Exteriors of all buildings are to be finished with natural materials or materials that have a natural or rustic appearance. Roofing shall be tile, metal or other state-of-the art materials that complement the building's exterior finish. Wood shingles or shakes roof materials will no longer be approved in this subdivision. When an existing wood roof is replaced, it is required to be of more fire resistant roofing material. Building colors are to be natural or earth tones and subdued. Spark arresters shall be installed on all chimneys.

Sec. 7. PROPERTY SETBACK

All structures shall be set back at least 50' from all lot boundary lines. This setback must be indicated on all drawings submitted for review and approval. All structures will be shown within the 30' height limit as defined by the Deschutes County Building Regulations.

Sec. 8. FENCES

Fences (except gates) shall not exceed 60" in height and shall harmonize with the surroundings. Fences shall not encumber the road right-of-way.

Sec. 9. ARCHITECTURAL REVIEW COMMITTEE

There shall be an Architectural Review Committee composed of five (5) Members. The members of the Architectural Review Committee shall determine the chairperson from within their members by a majority vote.

1. The Architectural Review Committee shall approve the purpose, design, ornamentation, location and aesthetics of all structures and improvements upon the lots in the subdivision. This review will insure compliance with all of the provisions as outlined in these CC&Rs. No person shall erect, move, or alter any building, structure, wall or other exterior improvement on any lot in the subdivision without the prior written approval of the Architectural Review Committee, including removal or addition of any living trees. Two sets of scaled drawings, the Plot Plan, Building Details and Landscape Plan, showing the proposed additions or changes, shall be submitted to the Architectural Review Committee for review and comment at least thirty (30) days prior to the proposed action. The committee will give written notification of approval or denial.
2. The Architectural Review Committee shall approve or disallow the requested proposal within thirty (30) days. However, if the committee takes no action on the proposal within thirty (30) days after submission, said proposal shall be considered to be approved.
3. The Architectural Review Committee, in deciding whether or not to approve a proposal, shall apply the following standards; not to the exclusion of standards set elsewhere in these CC&Rs:
 - a. Development shall be harmonious with what exists within the subdivision. However, existing variances shall not provide automatic waivers from these standards. Each application shall be considered on its own merits by the Architectural Review Committee and shall conform to the most current Deschutes County Building codes and regulations. Simplicity, good proportions and an appearance of naturalness shall be of primary concern. New development shall reflect the continuing changes in building standards and community expectations for continued improvement of property values. All new construction shall be pointed towards meeting the needs of full time permanent residents. The Architectural Review Committee retains the right to determine whether the type of building is compatible with the existing Plainview Ranch Homeowners Association community dwellings.
 - b. A building design, height or location, which obstructs the view of other lot Owners, will not be approved. All dwellings shall be "site built", or otherwise constructed of conventional means and standards. Log homes, panelized construction or other currently accepted means of construction may be accepted if approved by the Architectural Review Committee. If any member of the Architectural Review

Committee believes assistance is needed to determine whether the dwelling under review meets the requirements of these CC&Rs the submission may be forwarded to the Board of Directors for assistance. The following list of structure types shall not be allowed: A-frame buildings, manufactured homes that are built offsite and delivered to the property, mobile homes, dome buildings and octagonal buildings. Any lot Owner receiving a non-approval decision by the Architectural Review Committee has the right to pursue a variance as described in Sec. 9.4.

- c. Landscaping of lots shall, to the extent practical, preserve the natural environment. The use of materials should blend in and compliment the natural environment. Fencing, landscaping or rock placing shall not encumber the road right-of-way.
 - d. Location and arrangement of driveways must be able to accommodate fire and emergency vehicles, and to result in the safe flow of traffic.
 - e. The cutting or removal of living trees will be permitted only where necessary for the construction of driveways and buildings. Tree thinning for the beautification of the property or to provide a garden area may be permitted with Architectural Review Committee approval. Trees provide cover and privacy within the subdivision, hence, no further cutting or removal of living trees will be permitted without the express written approval of the Architectural Review Committee. A detailed-scaled plan identifying specific trees for removal must be first submitted to the committee for consideration before final approval.
- 4. Any lot Owner that is denied a request for a certain improvement by the Architectural Review Committee, when that request is submitted in accordance with the CC&Rs described herein, shall have the right to request a "variance". A variance shall be in effect, and replaces the Architectural Review Committee's decision when 80% of the Association lot Owners vote for approval of the improvement. The Board of Directors will mail the ballots regarding the variance to Owners of record, at the request of the denied Owner at the denied Owner's expense. Arguments for and against the variance may accompany the ballots. Each lot shall have one vote.
 - 5. Any decision by the Architectural Review Committee made in response to an Owner's request as reached by majority vote of its members, shall be based on compliance or non-compliance with specific sections of these CC&Rs. In the case of an Owner request that is denied by the Architectural Review Committee, the basis for the denial shall be documented in writing and provided to the Owner.
 - 6. When deemed appropriate, and as a courtesy, the Architectural Review Committee will provide to adjacent Owners a plot plan along with building details of a proposed project for their review and opinion.

Sec. 10. ARCHITECTURAL REVIEW PROCEDURE

All improvements to lots must be approved by the Architectural Review Committee. This applies to driveways, buried utilities, water and well systems, sanitary fields and all structures. Before any improvement is made, the proposed project must be submitted for approval with a Plot Plan, Building Details and a Landscape Plan (each as defined below), all with sufficient detail for the Architectural Review Committee to evaluate the improvement. The Architectural Review Committee must approve the plans prior to an Owner seeking any approvals or permits from Deschutes County. The following scale drawings are to be submitted to the Architectural Review Committee, prior to making any improvements to any lots:

Plot Plan: Detailed, scaled plan showing block and lot number; property line dimensions; corners of lots; location to paved road; existing buildings, well, septic fields (primary and reserve); setbacks; location of buried utilities if known; signs; fences; and driveway location (with materials to be used and angle to paved road); trees to be removed; and future landscape features. All existing structures and proposed changes should be included. A "Sample Plot Plan," "Required Information for Plot Plan" (which could include building details and landscape plan), and "An Understanding of the Architectural Review Process" are Rules and Regulations forms that may be obtained from the Association Secretary. The plot plan shall be a minimum size of 8.5" x 11" for a small project and 11" x 17" for most projects; and larger projects may require 18" x 24" or as appropriate and should be to scale and marked as such with North indicated. A preliminary plan is allowed but should include sufficient detailed information to allow the Architectural Review Committee to provide a preliminary decision. Should the Architectural Review Committee need further information to clarify a submission, it will be requested in a timely manner. For minor improvements such as landscape planting or removing trees, fences or small buildings, email submissions to the Secretary are acceptable. This information could include the "Sample Plot Plan" or a Google Map detailed to scale along with detailed information about the project. The Secretary will route the plan to the members of the Architectural Review Committee for their evaluation.

Building Details: Detailed, scaled plan showing the design of the dwelling should include size; floor plan; elevations of all exterior walls, roof slope, wall section, floor section, and ceiling section; and exterior building materials, colors, roofing materials, etc. Appropriate permits are issued solely by the Deschutes County.

Landscape Plan: A detailed scaled plan showing proposed landscaping with any trees indicated to be removed or added.

Sec. 11. BUILDING LOCATION

Buildings shall be constructed in or near treed areas to the extent practicable to soften impact of proposed structures to the natural setting. Buildings shall be located as close to the treed area as the setback permits.

Sec. 12. BUILDING HEIGHT

Dwellings shall be single family not exceeding two stories or not to exceed 30 feet in height measured from the natural grade. Flag poles, antennas and other structures shall not exceed this equivalent height restriction. No dwelling shall be smaller than fourteen hundred 1,400 sq. ft. in area.

Sec. 13. SUBDIVIDING

No lots may be further divided. A lot-line adjustment shall not be considered land division under this section. However, no lot line shall be adjusted in such a manner to reduce any existing lot size to less than 5 acres. Any such lot-line adjustment must conform to all applicable state, county, and municipal laws and regulations.

Sec. 14. COMMERCIAL ACTIVITIES

No commercial or other activity shall be carried on upon any lot in the subdivision that results in noise, odor, disturbance or unusual traffic in the area. No noxious, offensive or illegal activity shall be permitted. No activity, which constitutes an annoyance or nuisance, shall be permitted. Commercial or other activity shall not conflict with Sec. 2. (Deschutes County regulations regarding Home Occupations shall apply.)

Sec. 15. MOTOR VEHICLES

At no time shall a loud motor vehicle be driven on roads within the subdivision except for slow speed passage to/from Highway 20 and only on established roads. Farm tractors, mechanized garden equipment, motorcycles, motor-bikes, four wheelers and all-terrain vehicles shall be permitted if they are not loud and used occasionally on sub-division roads. There shall be no regular parking of any motor vehicle, as defined in the Oregon Statutes, on subdivision roads for eight (8) consecutive hours or more. The parking of large truck-tractor or trailers is prohibited except when making deliveries. The approval of a majority of the Board of Directors is required and shall be necessary to deviate from any standards in this Sec. 15.

Sec. 16. UTILITIES

All utilities are to be underground (no overhead power or telephone lines) and to conform to the local utility company's ditch regulations regarding depth, spacing, cover, etc. All buried utilities are to be identified on Plot Plan Drawings and are to be equipped with metal locating devices.

Sec. 17. OPEN BURNING

The burning of tree limbs and yard debris, in open fires, shall be permitted during open burning periods with a valid Cloverdale Fire Department Burning Permit and following all burning instructions indicated on the permit. Fires are allowed only in cleared areas with the proper firefighting equipment on hand. No open fires are allowed after sunset.

Sec. 18. TRASH

All garbage, trash, refuse and rubbish must be kept in suitable containers and removed from the property. No garbage may be dumped or buried on the premises or in any area within Plainview Ranch. All garbage and refuse containers, fuel tanks, and clothes lines shall be screened from the view of neighboring lots. Electrical Company transformers need not be screened.

Sec. 19. MAINTENANCE

Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. The clearing or removal of brush as necessary for fire protection is allowed. The limbing of lower branches of trees will be allowed, but only with the consideration to neighbors whose line of sight may be adversely affected through the loss of privacy. Trimming up trees to utilize the land as well as reduce ladder fuels and improve overall tree health is both allowed and encouraged. Any proposed change to the natural landscape must have a clear purpose in mind and requires written approval of the Architectural Review Committee.

Sec. 20. LOT BOUNDARIES

Each lot Owner is responsible to maintain easily located metal stakes at the corners of his or her lot that accurately define the legal bounds of that property.

Sec. 21. NOXIOUS WEEDS

It shall be the responsibility of every lot Owner to eliminate or control the growth of all noxious weeds on their property and the road frontage adjoining their property. Owners failing to make a good faith effort to control such weeds may, at the direction of the Board of Directors, be assessed special fees to cover the cost of commercial eradication of these weeds. It is the lot Owner's responsibility to inform themselves of current species that pose a noxious weed problem.

Sec. 22. LIVESTOCK

The Owner with livestock shall construct fences around his/her lot which shall be adequate to prevent the escape of such livestock. The Owner of any lot keeping livestock shall be liable for all damages caused by livestock escaping and running at large.

Sec. 23. EXTERIOR LIGHTING

Outside yard lights shall conform to current Deschutes County Outdoor Lighting standards as they may be amended from time to time.

Sec. 24. SIGNAGE

No more than one sign will be permitted for each lot. The text letters shall not exceed four (4) inches in height. No commercial signs will be allowed with the exception of discreet real estate signs.

Sec. 25. FIRE HAZARDS

The roofs of all buildings shall be kept clear of needles, leaves, and other flammable materials. All stoves, heating systems, liquid gas systems and electrical wiring shall be so installed as to minimize the danger of uncontrolled fire and comply with the building and electrical codes of the National Board of Underwriters. All wooden roofing materials shall be treated for fire and termite resistance.

Sec. 26. PETS

Dogs shall not be permitted to run at large. At no time shall dogs be permitted to interfere with or annoy (e.g., persistent barking) other residents or livestock. The term "At Large" will be defined as off the premises of the Owner and unrestrained or not under control of the Owner.

Sec. 27. FIREARMS

The shooting of firearms within Plainview Ranch for recreational, open shooting, and target practice is not allowed.

Sec. 28. VEHICLES OR ITEMS FOR SALE

Lot Owners shall not be allowed to park vehicles or other objects for sale at the entrance to Plainview Ranch with the intent to attract buyers from traffic on Highway No. 20. No vehicles or other objects for sale will be allowed on the subdivision roads, right-of-way or frontage on Highway No. 20.

Sec. 29. ASSOCIATION

1. The Plainview Ranch shall be administered by the Association, governed by a Board of Directors elected by the members. Every Owner of one or more lots in the subdivision shall be a member of the Association. Such membership is by virtue of ownership and shall expire upon termination of ownership. By accepting a deed to any lot within the subdivision, the Owner accepts membership and agrees to comply with these CC&Rs and the Bylaws of the Association.
2. The Association shall have, exercise, and perform all of the following powers, duties and obligations:
 - a. Declaration. The powers, duties and obligations granted to the Association by these CC&Rs.
 - b. Statutory Powers. The powers, duties and obligations of a mutual benefit nonprofit corporation pursuant to the Oregon Nonprofit Corporation Act as it may be amended from time to time.
 - c. Association Powers. The powers, duties and obligations of a Homeowners association pursuant to the Oregon Planned Community Act, Oregon Revised Statutes (ORS) Chapter 94.
 - d. General. Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration. The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes to these CC&Rs made in accordance with the provisions herein and applicable law.
3. For the purpose of voting, each member shall be entitled to one vote per lot owned within the Subdivision. When more than one person holds an interest in any lot, all such persons shall be members, but shall exercise the vote assigned to the lot collectively (no split or partial votes). In no event shall more than one vote be cast with respect to any lot.
4. The Board of Directors from time to time upon approval by the majority of the members of the Association may adopt, modify or revoke such Rules and Regulations governing the operation and use of property within the Subdivision as it may deem necessary or appropriate to ensure the peaceful and orderly use and enjoyment of Plainview Ranch. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Board of Directors promptly to each Owner.

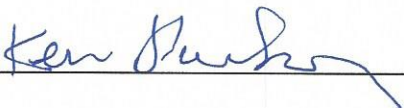
Sec. 30. ENFORCEMENT

1. Every Owner shall have the right to seek enforcement through and by the Board of Directors, by any proceeding at law or in equity, the provisions of the CC&Rs. Failure to enforce any CC&R contained herein shall in no event be deemed a waiver of the right to do so thereafter.
2. If any Owner constructs or permits to be constructed on his property any improvement which violates, or allows the condition of his property to violate, any provision of these CC&Rs, any other Owner may file a grievance outlining the violation with the Board of Directors. It becomes the responsibility of the Board of Directors to evaluate the validity of the grievance, serve as mediators and confront the Owner if deemed necessary. The Owner shall have up to sixty (60) days after the delivery of written notice of the violation to alter, repair, or change the item which is in violation of these CC&Rs in such manner as to make it conform.
3. In the event of new construction or modifications that does not conform to the plans submitted and approved by the Architectural Review Committee, the delivery of a certified letter to the Owner giving written notification of the violation shall require an immediate cease and desist of all work, construction, repair, alteration, landscaping, and excavation of any kind, until such breach is remedied. Work may only proceed when certified by letter from the Board of Directors. The stop work order shall continue until the violation has been corrected and validated in writing by the Board of Directors. If the Owner, contractor, or subcontractor refuses to stop work, an injunction to force compliance will be filed in a court of jurisdiction. Any and all legal expenses including court costs, filing fees and attorney fees shall be the responsibility of the Owner in violation.
4. In the case of a landscape violation, including the removal of trees without proper authorization from the Architectural Review Committee, the property Owner will be liable and fully responsible to replace any tree with like kind and size that was removed, or with another, the type of which must be approved by the Architectural Review Committee.
5. Invalidation of any provision of these CC&Rs by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
6. These CC&Rs shall run with and bind the land. They shall inure to the benefit of and be enforceable by any Owner, his representative, heir and successor for a term of twenty-five (25) years from the date herein and shall be automatically extended for successive periods of ten (10) years. These CC&Rs may be amended by an instrument approved by Owners of at least seventy-five percent (75%) of the lots in the Subdivision. All such amendments shall be recorded in the Deed Records of Deschutes County, Oregon.

Sec. 31. ASSESSMENTS

1. The Association may levy assessments to cover expenses of the Association and other expenses that are a common obligation of the Owners, and for any other purpose identified in this Declaration. The assessments provided for herein shall be used for the general purpose of promoting the health, safety, welfare, common benefit and enjoyment of the Subdivision and the Owners. Each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular lot or Owner which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed and determined by the Association. All such assessments, together with late charges, interest, not to exceed the maximum legal rate, costs and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the lot against which each assessment is made.
2. Any assessments which are not paid when due shall be considered delinquent after thirty (30) days, and are subject to a rebilling or late fee for each time it is rebilled. If not paid within an additional sixty (60) days the Association may file a lien against the lot for which payments are delinquent. The lien shall include the filing fee; reasonable attorney fees actually incurred; the principle amount; late fees; interest not to exceed the maximum legal rate, beginning from the date first due, continuing until paid in full; all costs of collections; and any other amounts provided or permitted by law. Such lien shall be superior to all other liens and encumbrances on such lots except ad valorem taxes and sums unpaid on first Mortgages. All other liens and encumbrances shall be inferior to future liens for assessments such that they stay with and bind the land and must be cleared before any further transactions can be completed.
3. In the event of non-payment of assessments exceeding one year (365 days), the Association shall have the right to institute a suit to collect such amounts accrued and to foreclose its lien. Each Owner by acceptance of the deed, vests the Association with the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the above mentioned lien. No Owner may waive or otherwise exempt themselves from the liability of the assessments of each lot with the Subdivision.

IN WITNESS WHEREOF, the undersigned, represent that these CC&Rs have been approved by 18 members owning 85.71 % of the lots within the Subdivision.

By 

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By Elizabeth Simpson
Elizabeth Simpson, Secretary/Treasurer

June, 30, 2017.

Ken Purkey and Elizabeth Simpson, being duly sworn, each by themselves, did say that they are the President and Secretary/Treasurer, respectively of the Plainview Ranch Homeowner's Association, Inc. and that these CC&Rs were approved by 18 members owning 85.71% of the lots within the Subdivision.

 OFFICIAL STAMP
TRENT WILLIAM OKI
NOTARY PUBLIC-OREGON
COMMISSION NO. 930739
MY COMMISSION EXPIRES JULY 28, 2018