AFTER RECORDING RETURN TO: Encore Investments, LLC PO Box 6299 Bend, Oregon 97708 Attn: Jim Pentz Tillamook County, Oregon 04/22/2021 10:46:01 AM DEED-DEC DEED-CCR

2021-03515

\$20.00 \$5.00 \$11.00 \$10.00 \$61.00 - Total =\$107.00 I hereby certify that the within instrument was received for record and recorded in the County of Tillamook, State of Oregon.

Tassi O'Neil, Tillamook County Clerk

DECLARATION OF ANNEXATION OF REAL PROPERTY TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HIGHLANDS AT MANZANITA (Phase 2)

This DECLARATION OF ANNEXATION OF REAL PROPERTY TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HIGHLANDS AT MANZANITA (Phase 2) (this "Declaration") is made this at day of April ___, 2021, by Encore Investments, LLC, an Oregon limited liability company ("Declarant"). Pine Grove Properties, Inc., an Oregon corporation ("PGP") is the current owner of the Annexed Property (as defined below) and executes this Declaration to indicate its agreement and consent.

RECITALS

- A. PGP owns the real property located in the City of Manzanita, Tillamook County, Oregon, legally described as Lots 17 through 29, inclusive, as shown on that certain plat of Highlands 2 (the "Plat"), as recorded April (20), 2021, as Instrument No. 2021-003416, and in Plat Cabinet (2-595) (each, individually, an "Annexed Lot" and collectively, the "Annexed Lots" or the "Annexed Property").
- B. Declarant and PGP recorded the Declaration of Covenants, Conditions, Easements and Restrictions for Highlands at Manzanita in the official records of Tillamook County, Oregon on October 21, 2020 as Document No. 2020-07303 (as amended and supplemented from time to time, the "CC&Rs"). The Bylaws of Highlands at Manzanita Homeowners Association are attached as an exhibit to the CC&Rs.
- C. Pursuant to Section 11.1 of the CC&Rs, Declarant desires to annex the Annexed Property to the real property that is subject to the CC&Rs upon the terms and conditions contained in this Declaration. PGP executes this Declaration to consent to such annexation.

DECLARATIONS

NOW, THEREFORE, Declarant hereby declares, and PGP agrees, that the Annexed Property shall be held, sold and conveyed subject to the following easements, covenants, conditions, restrictions and charges that, subject to the terms of this Declaration, shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Annexed Property, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE 1 DEFINITIONS

Except to the extent otherwise defined herein, capitalized terms used in this Declaration shall have the meanings ascribed to such terms in the CC&Rs.

ARTICLE 2 ANNEXATION OF PROPERTY

The Annexed Property is hereby annexed to and made a part of the Property, and is owned and shall be owned, held, conveyed, hypothecated, encumbered, used,

occupied and improved in perpetuity, subject to the easements, covenants, restrictions and charges contained in the CC&Rs, as modified or supplemented by the terms of this Declaration. Commencing as of the date hereof, all of the covenants, conditions and restrictions of the CC&Rs shall apply to the Annexed Property in the same manner as if it were originally covered by the CC&Rs. Each of the Annexed Lots shall constitute a "Lot" under the CC&Rs.

ARTICLE 3 MEMBERSHIP IN ASSOCIATION

The Owner of each Annexed Lot shall become a member of the Association and shall be entitled to voting rights as set forth in the CC&Rs and the Bylaws. Ownership of each Annexed Lot shall be subject to the terms of the Bylaws.

ARTICLE 4 ASSESSMENTS

The Annexed Lots shall be subject to assessment in the manner and on the terms set forth in the CC&Rs.

ARTICLE 5 STREET LIGHTS

Each Annexed Lot along Sea View Drive must include a street light, including post and light fixture, which conforms to the requirements set forth in the Design Guidelines. The Declarant will install the light initially, in conformance with the Design Guidelines, and the Lot Owner must maintain it, and when necessary, replace it. Installation and repairs or replacement are subject to ARC approval.

ARTICLE 6 WORKING FUND ASSESSMENT

In addition to all other Assessments provided for under the CC&Rs, and pursuant to Section 8.11 of the CC&Rs, each person, person(s) or entity acquiring fee title to an Annexed Lot shall pay a transfer assessment or working capital fee known as the Working Fund Assessment in the amount of Three Hundred Dollars (\$300.00). Such assessment shall be paid at closing of each purchase of an Annexed Lot to an Owner other than Declarant.

ARTICLE 7 TERM AND AMENDMENTS

- 7.1 <u>Term and Amendments</u>. The covenants and restrictions of this Declaration shall run with and bind the Annexed Property for so long as the CC&Rs are valid. This Declaration may be amended in the same manner as the CC&Rs may be amended, pursuant to Section 13.6 of the CC&Rs.
- 7.2 Regulatory Amendments. Notwithstanding the provisions of Section 7.1 of this Declaration, until the Turnover Meeting described in the Bylaws and CC&Rs, Declarant shall have the right to amend this Declaration, the CC&Rs or the Bylaws in order to comply with the requirements of any applicable statute, ordinance, regulation or guideline of any department, bureau, board, commission or agency of the United States or the State of Oregon, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon that insures, guarantees or provides financing for a planned community or lots in a planned community or to comply with the Oregon Planned Community Act.

ARTICLE 8 PGP CONSENT

As the current owner of the Annexed Property, PGP executes this Declaration to indicate its consent to the annexation and the terms of this Declaration.

ARTICLE 9 MISCELLANEOUS PROVISIONS

- 9.1 <u>Non-Waiver</u>. Failure by the Association or by any Owner of an Annexed Lot to enforce a covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 9.2 <u>Construction; Severability</u>. This Declaration and the CC&Rs shall be liberally construed as one document to effect the annexation of the Annexed Property to the Property. Nevertheless, each provision of this Declaration and the CC&Rs shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.
- 9.3 <u>Run with Land</u>. Subject to Section 9.4, this Declaration and the easements, covenants, conditions, restrictions and charges described herein shall run with the land and shall be binding on the parties and any person acquiring any right, title, or interest in the Annexed Property.
- 9.4 <u>Termination</u>. This Declaration shall terminate upon the termination of the CC&Rs in accordance with the terms thereof.

IN WITNESS WHEREOF, Declarant and PGP have executed this Declaration as of the date first set forth above.

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DECLARANT:	By: Name: Title:
PGP:	PINE GROVE PROPERTIES, INC., an Oregon corporation By:
STATE OF OREGON) ss. COUNTY OF Tilamook)	st

The foregoing instrument was acknowledged before me the and any of April 2021, by Hincs James P. Pentz, the Manager of Encore Investments, LLC, an Oregon limited liability company, on behalf of the company.

OFFICIAL STAMP
JENNI MELISSA TOWNSEND
NOTARY PUBLIC – OREGON
COMMISSION NO. 968045
MY COMMISSION EXPIRES NOVEMBER 08. 2021

Notary Public for the State of Oregon

My Commission Expires: 11 08 2021

<Notary Blocks Continue on Next Page>

STATE OF OREGON		
COUNTY OF TIllamook)	SS.

The foregoing instrument was acknowledged before me the alday of April 2021, by James P. Pentz, the President of Pine Grove Properties, Inc., an Oregon corporation, on behalf of the corporation.

Notary Public for the State of Oregon
My Commission Expires: 11.08.202

OFFICIAL STAMP.

JENNI MELISSA TOWNSEND

NOTARY PUBLIC - OREGON

COMMISSION NO. 968046

MY COMMISSION EXPIRES NOVEMBER 08, 2021