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Chris Martin - Alex Larson - Ashley Lacer - Shannon Forrest

541.660.5111

Team@MOPG.com



Mapping

112 Orchard Lane
Oregon, AC +/-



 Boundary



112 Orchard Lane
Oregon, AC +/-



 Boundary

112 Orchard Lane
Oregon, AC +/-



-  Boundary
-  Stream, Intermittent
-  River/Creek
-  Water Body

112 Orchard Lane
Oregon, AC +/-



 Boundary

112 Orchard Lane Oregon, AC +/-



 Boundary

Tax Records & Title Report



First American Title™

First American Title Insurance Company

1225 Crater Lake Avenue, Suite 101
Medford, OR 97504
Phn - (541)779-7250
Fax - (866)400-2250

Order No.: 7161-4393883
June 23, 2026

FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:

LISA TATE, Escrow Officer/Closer
Phone: (541)779-7250x5435 - Fax: (866)839-7125- Email:LTate@firstam.com
First American Title Insurance Company
1225 Crater Lake Avenue, Suite 101, Medford, OR 97504

FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:

Regina Cranston, Title Officer
Phone: (541)779-7250 - Email: rcranston@firstam.com

Preliminary Title Report

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

Situs Address as disclosed on Jackson County Tax Roll:

112 Orchard Lane, Shady Cove, OR 97539

2021 ALTA Owners Standard Coverage	Liability \$	549,000.00	Premium \$	1,424.00
2021 ALTA Owners Extended Coverage	Liability \$		Premium \$	
2021 ALTA Lenders Standard Coverage	Liability \$		Premium \$	
2021 ALTA Lenders Extended Coverage	Liability \$	TBD	Premium \$	TBD
Endorsement 9.10, 22 & 8.1			Premium \$	100.00
Govt Service Charge			Cost \$	30.00
Other			Cost \$	

Proposed Insured Lender: Lender To Be Determined and ISAOA that are defined as an Insured in the Conditions of the Policy ATIMA

Proposed Borrower: TBD

We are prepared to issue Title Insurance Policy or Policies of First American Title Insurance Company, a Nebraska Corporation in the form and amount shown above, insuring title to the following described land:

The land referred to in this report is described in Exhibit A attached hereto.

and as of June 16, 2026 at 8:00 a.m., [title to the fee simple estate is vested in:](#)

Thomas E. Ellis and Jane Marie Ellis, Trustees of the Tom and Jane Ellis Family Trust, dated October 21, 2008

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.

In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:

- A. Survey or alternative acceptable to the company
- B. Affidavit regarding possession
- C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon
6. Water rights, claims or title to water, whether or not shown by the public record.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
8. City liens, if any, of the City of Shady Cove.

9. These premises are situated in the Sams Valley Irrigation District, notice which appears in instrument recorded May 29, 1980 as Document No. [80-10053](#), Official Records of Jackson County, Oregon, and subject to the levies and assessments thereof, water and irrigation rights, easements for ditches and canals and regulations concerning the same.
10. Permission to use water from well as granted in instrument recorded June 29, 1946 as [Volume 271, Page 19](#). (Location of well not specified)
11. Easement as shown on the recorded plat/partition
 For: Public utility
 Affects: Adjacent to street boundaries
12. Water Use Declaration, including terms and provisions thereof.
 Recorded: May 04, 2001 as Document No. [01-20265](#)
13. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
 Recording Information: May 04, 2001 as Document No. [01-20266](#)
14. The Company will require a Certification of Trust from the vestees named herein, providing information about the Tom and Jane Ellis Family Trust, dated October 21, 2008 and confirming the powers of the trustees and the continuing existence of the trust.

- END OF EXCEPTIONS -

NOTE: We find no matters of public record against TBD that will take priority over any trust deed, mortgage or other security instrument given to purchase the subject real property as established by ORS 18.165.

NOTE: Taxes for the year 2025-2026 PAID IN FULL

Tax Amount:	\$4,190.63
Map No.:	341W16DC 1716
Property ID:	1-091643-1
Tax Code No.:	9-15

NOTE: According to the public records, there has been no conveyance of the land within a period of 24 months prior to the date of this report, except as follows:

None

NOTE: We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

**THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!
WE KNOW YOU HAVE A CHOICE!**

REGINA CRANSTON

TITLE OFFICER

rcranston@firstam.com

Recording Information

For county recording requirements and fees visit

<https://jacksoncountyor.gov/departments/clerk/recording/index.php>

NOTE: Non-standard Document Fee of \$20.00, if applicable, will be imposed by the county clerk for documents presented for recording that fail to meet the requirements established by ORS 205.27

You can also calculate fees by using our Title Fee Calculator at <https://facc.firstam.com/>.

cc: Lender To Be Determined

cc: Chris Martin, John L. Scott Real Estate
871 Medford Center, Medford, OR 97504

Exhibit "A"

Real property in the County of Jackson, State of Oregon, described as follows:

Lot Eleven (11) in ORCHARD GLADE SUBDIVISION, in the City of Shady Cove, Jackson County, Oregon, according to the official plat thereof, recorded in [Volume 24, Page 36](#), Plat Records.



First American Title Insurance Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (07/01/21)

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

ALTA OWNER'S POLICY (07/01/21)

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

SCHEDULE OF STANDARD EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien" or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

Rev. 07-01-21



Privacy Notice

Last Updated and Effective Date: December 1, 2025

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy notice ("Notice"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does **not** apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not "sell" your information in the traditional sense, the definition of "sale" is broad under the CCPA that some disclosures of your information to third parties may be considered a "sale" or "sharing" for targeted advertising. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.



Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Notice: We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.

For California Residents If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.

Assessment Info for Account 1-091643-1 Map 341W16DC Taxlot 1716
 Report For Assessment Purposes Only Created May 26, 2026

Account Info		Tax Year 2025 Info		Land Info	
Account	1-091643-1	Pay Taxes Online		Tax Code	9-15
Map	341W16DC 1716	Tax Report	Details	Acreage	0.60
Owner	ELLIS THOMAS E TRUSTEE	TAX Statement	Details	Zoning	
	ELLIS JANE MARIE TRUSTEE	FIRST TRI Statement	Details	Land Class	
	ELLIS TOM AND JANE FAMILY TRUST	SECOND TRI Statement	Details	HS 0.60 Ac	
Situs Address	112 ORCHARD LN SHADY COVE R	Tax History	Details	Property Class	101
Mailing Address	ELLIS THOMAS E TRUSTEE ET AL 112 ORCHARD LN	Tax Details	Details	Unit ID	117699-1
	SHADY COVE OR, 97539-9816	Tax Rates	Details	Maintenance Area	1
Appraiser	170			Neighborhood	320
				Study Area	30
				Account Status	ACTIVE
				Tax Status	Assessable
				Sub Type	NORMAL

Sales Data (ORCATS)

Last Sale (consideration > 0)	Sale Date	Instrument Number	Sales History
\$ 310,000	Jul 19, 2010	2010-22725	Details

Value Summary Detail (For Assessment Year 2025) (2026 values are unavailable)

Market Value Summary (For Assessment Year 2025) (2026 values are unavailable)

Code Area	Type	Acreage	RMV	M5	MAV	AV
9-15	LAND	0.60	\$ 138,000	\$ 138,000		
9-15	IMPR	0.00	\$ 430,720	\$ 430,720		
PSO Value History Details			Total: \$ 568,720	\$ 568,720	\$ 349,450	\$ 349,450

Improvements

Building #	Code Area	Year Built	Eff Year Built	Stat Class	Description	Type	SqFt	% Complete	
1	9-15	2002	2005	141	One story	RESIDENCE	2353	100 %	Details

Photos and Scanned Documents

Type	Files	
ACCOUNT PHOTO	3	PDF
APEX DRAWINGS	1	PDF
SCANNED ASSESSOR DOCUMENTS	(See new portal)	(See new portal) Portal

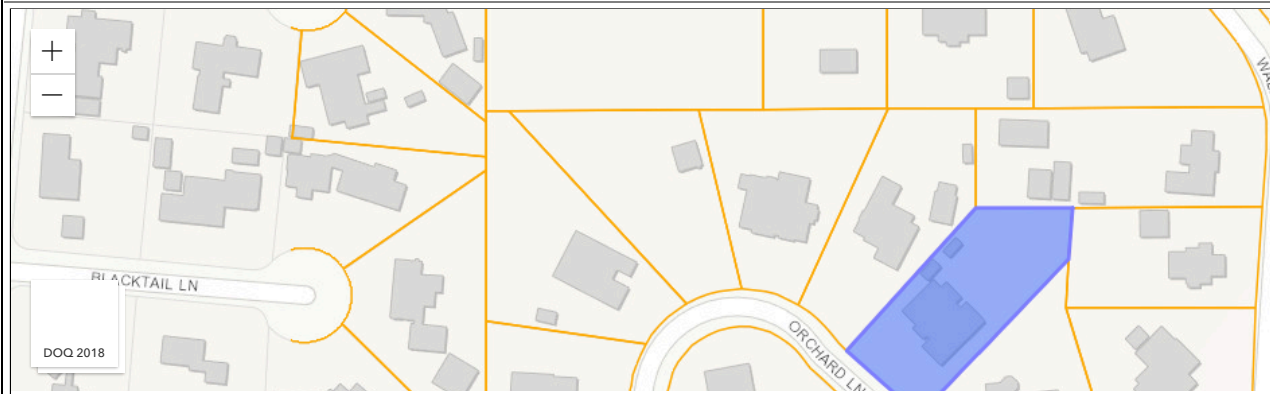
Improvement Comments

Account Comments

02/02/99: ORCHARD GLADE SUBDIVISION JV99-3040 A-L 1/29/03-FROM BS TO HS W/LS ADJ PER #82. >>> 2006-05-05 CONVERSION TO 2005 FACTOR BOOK. POTENTIAL RMV CHANGE ONLY - NO EXCEPTION GENERATED DUE TO THE CONVERSION. BEGINNING YEAR VALUE ADJUSTED TO REFLECT 2005 FACTOR BOOK.>>> 9/16/16 NLC #168>>>5/11/17 NLC #170>>> 03/07/24 UPDATED MA-SA-NH>>>

Exemptions / Special Assessments / Notations / Potential Liability

Location Map



County of Jackson, OR, Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, I... Powered by Esri

Improvement Summary

JACKSON County

For Assessment Year 2026

Account ID	10916431	Situs	112 ORCHARD LN SHADY COVE OR 97520
Map	341W16-DC-01716		
Mailing	ELLIS THOMAS E TRUSTEE ET AL 112 ORCHARD LN SHADY COVE OR 97539-9816		

Bldg	Code Area	Stat Class	Year Built	Comp %	Description	Sqft
1	0915	141	2002	100	141 - One story	2,353

Rooms: 3 - BD, 2 - FB, 1 - FP

Floors

Description	Class	Comp %	OR %	Sqft
First Floor	4 +	100		2353
Garage	4 +	100		760

Improvement Inventory

Description	Qty/Size	Description	Qty/Size
DISHWASHER	1	HOOD/FAN	1
DISPOSAL	1	JET TUB	1
FA/CENTRAL AIR	2353	LAVATORY	3
GAS FP	1	SFR-INVENTORY	2353
HEAVY COMP	2353	SHOWER	1
HEAVY COMP	760	TOILET	2
TUB/SHOWER	1		

Accessories

Description	Size	Qty
TYPICAL ACC PKG	0	1

Total RMV \$404,630

STATEMENT OF TAX ACCOUNT
JACKSON COUNTY TAX COLLECTOR
JACKSON COUNTY COURTHOUSE
MEDFORD, OR 97501
(541) 774-6541

26-May-2026

ELLIS THOMAS E TRUSTEE ET AL
112 ORCHARD LN
SHADY COVE OR 97539-9816

Tax Account #	10916431	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0915
Situs Address	112 ORCHARD LN SHADY COVE OR 97520	Interest To	May 26, 2026

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2025	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,190.63	Nov 15, 2025
2024	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,095.57	Nov 15, 2024
2023	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,953.37	Nov 15, 2023
2022	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,846.70	Nov 15, 2022
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,732.78	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,022.62	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,969.59	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,948.26	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,852.28	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,486.89	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,336.02	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,278.67	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,030.44	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,783.20	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,825.86	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,931.10	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,849.58	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,821.58	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,791.23	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,684.14	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,626.43	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,684.78	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,700.35	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$695.69	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$691.20	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$545.77	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$515.14	Nov 15, 1999
Total		\$0.00	\$0.00	\$0.00	\$0.00		

7

Jackson County Official Records 2010-022725
R-WD
Cnt=1 ALONZOKM 07/19/2010 02:31:00 PM
\$10.00 \$10.00 \$5.00 \$11.00 \$15.00 Total:\$51.00



01435031201000227250020021

I, Christine Walker, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.
Christine Walker - County Clerk

470310006790
RECORDING REQUESTED BY:

Ticor Title Company of Oregon
1555 E. McAndrews, Suite 100
Medford, OR 97504

GRANTOR'S NAME:
Jay Dee Myers and Michele Burdette

GRANTEE'S NAME:
Thomas E. Ellis and Jane Marie Ellis, Trustees
of the Tom and Jane Ellis Family Trust, dated
October 21, 2008

SEND TAX STATEMENTS TO:
Thomas E. Ellis and Jane Marie Ellis, Trustees
of the Tom and Jane Ellis Family Trust, dated
October 21, 2008
112 Orchard Lane
Shady Cove, OR 97539

AFTER RECORDING RETURN TO:
Thomas E. Ellis and Jane Marie Ellis, Trustees
of the Tom and Jane Ellis Family Trust, dated
October 21, 2008
112 Orchard Lane
Shady Cove, OR 97539
Escrow No: 470310006790-TTJA37
341W16DC 1716 / 10916431

112 Orchard Lane
Shady Cove, OR 97539

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TICOR TITLE

STATUTORY WARRANTY DEED

Jay Dee Myers and Michele Burdette, who acquired title as Jay D Myers and Michele Myers, as tenants in common, Grantor, conveys and warrants to Thomas E. Ellis and Jane Marie Ellis, Trustees of the Tom and Jane Ellis Family Trust, dated October 21, 2008, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Jackson, State of Oregon:

Lot Eleven (11) in ORCHARD GLADE SUBDIVISION in the City of Shady Cove, Jackson County, Oregon, according to the official plat thereof, now of record

Subject to and excepting: Covenants, Conditions, Restrictions, Reservations, set back lines, Power of Special Districts, and easements of Record, if any.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$310,000.00. (See ORS 93.030)

DATED: 7/19/10

F

Jay Dee Myers
Jay Dee Myers
Michele Burdette
Michele Burdette

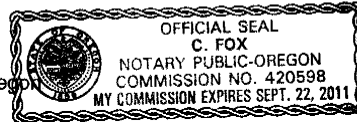
State of OREGON

COUNTY of Jackson

This instrument was acknowledged before me on July 19, 20 10

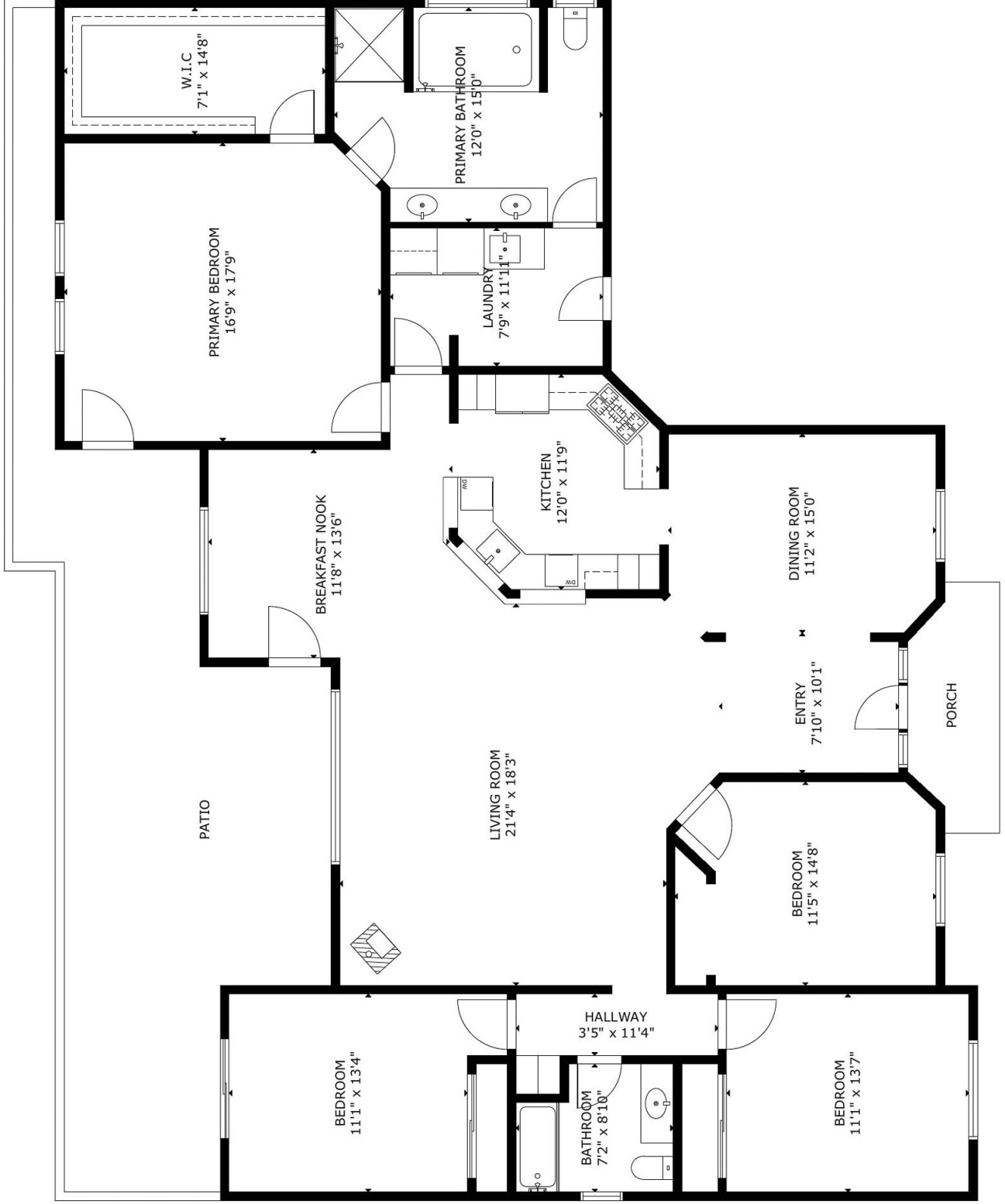
By Jay Dee Myers and
Michele Burdette

[Signature], Notary Public - State of Oregon
My commission expires: 9/22/2011



Floor Plan

(Coming Soon)



GROSS INTERNAL AREA
 TOTAL: 2,307 sq.ft
 FLOOR 1: 2,307 sq.ft
 SIZE AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY

Seller's Property Disclosures

(Coming Soon)

Community Water Information

99-11649

11:21 55-

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

LEONHARD TAUMANN
22661 HIGHWAY 62
SHADY COVE, OR 97539

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Orchard Glade U 24 p 36

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions is made this 9th day of February, 1999 by Leonhard Taumann, hereinafter referred to as "Declarant A" and EM Design 401(k) Pft Shrg Pl & Trust, hereinafter referred to as "Declarant B."

WHEREAS, Declarant A is the owner of Tax Lot 6900 (Map 341W21A) and the Orchard Glade Subdivision, Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 11 and 12, and Declarant B is the owner of Lot 5 (Map 341W21) (plat recorded by Jackson County Clerk and Recorder), property located in the city of Shady Cove, OR, and which lots are hereinafter referred to and described as the "Subject Property";

WHEREAS, Declarant A & B intend to sell the above described property, restricting it in accordance with a common plan designed to preserve the value and residential quality of said land, for the benefit of its future owners.

NOW, THEREFORE, Declarant A & B declare that said real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property and of each and every person or entity who now or in the future owns any portion or portions of said property. The covenants and restrictions set forth herein shall run with the land and be binding upon all parties having or acquiring any right, title, or interest in the subject property of any portion thereof, and inure to the benefit of and be binding upon each successor and assignee in interest of Declarant A & B, and apply with equal force and effect, except as expressly provided otherwise herein, to each of the residential lots described herein. Any conveyance, transfer, sale, or assignment made by Declarant A or B of any portion of said property shall be deemed to incorporate by reference, and be subject to, each of the provisions of this Declaration.

A. ARCHITECTURAL CONTROL

1. The Architectural Committee shall consist of three (3) persons, none of which shall be required to be an architect or to meet any other particular qualifications. The following persons are hereby designated as the initial members of the Architectural Committee:

Office No. 1 - Leonhard Taumann

Office No. 2 - Ray M. Johnson

Office No. 3 - Dola J. Johnson

2. Unless the initial members of the Architectural Committee have resigned or been removed, their terms of office shall continue for two years from the date of this Declaration, and until the appointment of their respective successors.

3. Thereafter the term of each Architectural Committee member appointed shall be for a period of three (3) years, or until the resignation or the appointment of his or her successor. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed, or whose terms have expired, may be reappointed.

4. The right to appoint and remove all members of the Architectural Committee at any time, shall be and is hereby vested solely in Declarant A, B and C, provided, however, that the provisions herein relating to the function and powers of the Architectural Committee shall terminate and be of no further force and effect after the expiration of twenty (20) years from and after the date of this declaration; provided, however, that a majority of the then owners of all of the lots (including Declarant A, B and C) may at any time, after the expiration of ten (10) years from the date hereof, constitute a new Architectural Committee by a writing signed by them and duly recorded in the Office of the Recorder of Jackson County, Oregon and in such event, thereafter, the Architectural Committee constituted by this declaration shall without further act be deemed to have been dissolved and without any further rights or powers.

5. Any member of the Architectural Committee may at any time resign from the Committee by giving written notice thereof to Declarant A, B and C which then has the right to appoint new members to fill the unexpired term.

6. Vacancies on the Architectural Committee, however caused, shall be filled by Declarant A, B and C. A vacancy or vacancies on the Architectural Committee shall be deemed to exist in case of the death, resignation or removal of any member and shall be filled by appointment by Declarant A, B and C.

7. It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to ensure that the home and any improvements constructed on the Properties by anyone other than Declarant A, B and C conforms to the plans approved by the Architectural Committee pursuant to this Declaration and/or its guidelines and to carry out all other duties imposed upon it by this Declaration or which may be assigned to it by Declarant A, B and C from time to time. The Architectural Committee may, from time to time propose new guidelines or changes to existing guidelines which shall be known as the "Architectural Committee Guidelines".

B. ARCHITECTURAL APPROVAL REQUIRED

The Architectural Committee, in its own name or on behalf of Declarant A, B and C may exercise all available legal and equitable remedies to prevent or remove any such unauthorized and unapproved construction or Improvements on the Properties or any portion thereof. In any event, all buildings located upon such lots and shall, as a minimum, comply with the codes and ordinances of the City of Shady Cove and Jackson County, Oregon.

No building, including out-buildings, patios, fences and porches, or other improvement, with the exception of landscaping replacements, shall be removed from, or erected, placed or altered on any lot until the construction plans and specifications and a plan showing the exact location of the structure or improvement have been approved in writing by the Architectural Committee as to quality of material, harmony of external design with an existing structure or structures and as to location. Any alteration in the exterior color scheme of any structural improvement shall be subject to the prior approval of the Architectural Committee.

2. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The vote of written consent of any two (2) members, at a meeting or otherwise, shall constitute the act of the Committee. The Committee shall keep and maintain a written record

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of all actions taken by it at such meeting or otherwise. Members of the Architectural Committee shall not receive any compensation for services rendered.

3. Neither the Architectural Committee nor any member thereof shall be liable to any owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, or (b) the construction or performance of any work, whether or not pursuant to approvals of such Architectural Committee, or (c) structural defects in any such plans or in any improvement erected in accordance with said plans, provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him.

4. The approval of plans and specifications submitted to the Architectural Committee pursuant to this Declaration may be withheld not only because of their noncompliance with any of the specific conditions, covenants and restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Architectural Committee with the grading plan, location of the structure on the building site, the color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structures, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Architectural Committee, would render the proposed structure inharmonious or out of keeping with the general plan of improvement of the properties or with the improvement erected on other building sites in the immediate vicinity of the building site on which said improvement is proposed to be erected.

5. The approval of the Architectural Committee for use on any building site of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of its right to object to any of the features or elements embodied in such plans or specifications, if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other building sites.

6. Trees enhance the subdivision's appearance. The placement of the cul de sac has been made to protect the existing trees. Therefore, trees within a lot may be removed by the owner only with the permission of the Architectural Committee if located within a building envelope, for the

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purpose of establishing a driveway, for the purpose of complying with the fire prevention and control plan or if shown to suffer from irreversible tree disease or other reasonable requests.

7. The Architectural Review Committee shall have the authority to enforce the decisions it makes by injunction or other appropriate legal means. Should suit or action be instituted to enforce the decisions of the Architectural Review Committee or to enforce the guidelines set forth herein, the losing party therein agrees to pay the prevailing party's reasonable attorney fees and costs in an amount to be fixed by the trial court and, if any appeal is taken from a decision of the trial court, the prevailing party's reasonable attorney fees and costs in the appellate court as may be fixed by the appellate court.

8. Within thirty (30) days after written receipt of all information and material requested by the Architectural Committee, the Architectural Committee shall decide and notify the applicant in writing of its decision on the application.

9. The owner shall complete the construction, reconstruction, refinishing, or alteration of any such improvement within one and one-half years, after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the owner due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the owner or his agents.

10. Inspection of work and correction of defects therein shall proceed as follows:

a. Upon the completion of any construction or reconstruction or the alteration or refinishing of the exterior of any improvements or upon the completion of any other work for which approved plans are required under this Article, the owner shall give written notice thereof to the Architectural Committee.

b. Within sixty (60) days of receipt of said written notice from the owner, the Architectural Committee, or its duly authorized representative, may inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved plans. If the Architectural Committee finds that such constructions, reconstruction, alteration or refinishing was not done in substantial compliance with the approved plans, it shall notify the owner in writing of such noncompliance within such sixty (60) days period, specifying particulars of noncompliance, and shall require the owner to remedy such noncompliance.

C. RESTRICTIONS ON USE

1. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and auxiliary outbuildings. The term "single family" shall mean a group of one or more persons each related by blood, marriage or legal adoption, or a group of one or more persons not so related, together with their domestic servants, who maintain a common household in a dwelling upon a lot. Prefabricated or manufactured homes or structures are NOT permitted as the single family dwelling or any auxiliary building.

2. Each auxiliary building, accessory building and garage shall conform generally in architectural design and exterior materials and finish to the dwelling house to which it is appurtenant.

All such buildings shall not exceed a maximum height of 16 feet above average grade. The conversion of garages to living area shall not be permitted.

3. The form, mass, profile colors and architectural features of the individual buildings should be designed to blend with the natural terrain and preserve the character and profile of the slope. Flat roofs that require membrane or built up roofing materials are discouraged except in small and non visible areas. Highly reflective materials and non-fire resistant materials are not allowed as roof materials. No wood roofing material is to be used. Plumbing, heating ventilating and air conditioning equipment or conduit shall be of an architecturally finished appearance.

4. Exterior flood lighting for security and safety shall be located and shielded so as not to shine on adjacent properties. All exterior lighting shall be subject to approval by the Architectural Review Committee.

5. No lot shall be asphalted or paved except for typical and reasonable driveway, walkway, porch and patio purposes. However, all driveways shall be completely paved.

6. No building structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any lot which does not conform with the building setback distance requirements ten (10) feet on the side, thirty (30) feet front or back. No dwelling house having less than eighteen hundred (1,800) square feet of floor area (exclusive of porches, patios, basements, cellars, and any garage incorporated in and forming a part of the house) shall be erected or maintained on any building site. No projection of any type shall be placed or permitted to remain above the roof

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of any residential building with the exception of one or more chimneys and one or more vent stacks, and such television antenna as may be approved in writing by the Architectural Committee. The maximum home roof height shall not exceed 21 (twenty-one) feet above the average undisturbed grade (averaged over the total home perimeter).

7. All lots and structures, including private landscaping shall at all times be maintained by the owner or occupant in good condition and repair, and in a clean, neat and orderly condition. All buildings shall be kept properly painted. All rubbish, trash and garbage shall be regularly picked up. All garbage cans, wood piles, and storage piles shall be kept screened and concealed from view of other lots and streets.

8. All slopes and terraces on any residence lot shall be maintained as to prevent any erosion thereof upon adjacent streets or adjoining property.

9. Easements for installation and maintenance of wells, water systems, utilities, and drainage facilities are reserved as shown in the recorded plat. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with installation or maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through changed channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot.

10. No noxious, illegal, or offensive activities shall be carried on upon any lot or upon any part of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance, or which may in any way interfere with the quiet enjoyment of each of the owners of his or her respective lots. No outside burning of leaves, paper or garbage is permitted. No owner shall permit any thing or condition to exist upon any portion of the property which shall induce, breed or harbor infectious plant diseases, flies or other noxious insects.

11. No structure of a temporary nature character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently. No inoperative vehicles or vehicle parts shall be stored on any lot in public view.

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12. Except for a sign of customary and reasonable dimensions, the area of which shall not exceed four square feet, and advertising the lot for sale or lease, no sign or other advertising device of any character shall be erected, maintained or displayed upon any portion of the lot.

13. No motor vehicles over twenty thousand (20,000) pounds gross vehicle weight (including semi-cabs), shall be allowed on the premises, except service, moving or maintenance vehicles serving said premises and vehicles commonly required during construction.

14. No storage or repair of vehicles is permitted except in enclosed garages or outbuildings, and then only if repairs do not cause noise that might be heard by neighbors.

15. Animals are restricted by city ordinance. No farm animals, horses, cows, pigs, fowl, reptiles or poultry shall be kept within a lot, except that domestic dogs, cats, birds, and fish may be kept; however, the same shall not be bred or raised thereon for commercial purposes or in unreasonable quantities.

16. No machinery or equipment of any kind shall be placed, operated or maintained upon any lot, except such machinery or equipment as is usual and customary in connection with the use and maintenance of a home or as a hobby and housed within approved structure. No part of the property shall be used for the purpose of exploring for, taking therefrom, or producing therefrom, gas, oil, or other hydrocarbon substances.

17. Any fence located along and upon the principal frontage of the building site shall be restricted to three (3) feet height and shall be maintained by the owner so as to maintain consistency of appearance with the front fencing of the other building sites. No other wall or fence whatsoever shall be erected or maintained within the setback area between the street and the front fence without the written approval of the Architectural Committee. No fence, boundary wall or hedgerow located upon any lot shall have height greater than six (6) feet above the finished graded surface of the ground upon which it is located without the written approval of the Architectural Committee.

18. The private drives, to be constructed in accordance with the final plan, shall be paved and maintained by the owners of those lots. Each lot owner will be responsible for sharing the cost for maintenance of that portion of the private drive that connects the public street to their residence.

19. No gainful profession, besides home computer work, consulting, drafting (or similar type work) shall be conducted on any lot. Nothing herein shall be deemed to prevent the leasing of any

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lot from time to time by the owner thereof for residential purposes only and subject to all of the provisions of this Declaration.

20. There shall be no curbside parking of vehicles within the subdivision other than for short term guests of an owner whose vehicles cannot be accommodated in the owner driveway.

21. In the event an owner of any lot fails to maintain the premises and improvements situated thereon in a manner satisfactory to the Architectural Committee, the Association, after approval by two-thirds (2/3) vote of the Architectural Committee, shall have the right to take all lawful action necessary to have the lot and exterior of the buildings and any other improvements erected thereon repaired, maintained, and restored in accordance with the governing documents.

22. No large antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors, whether attached to a building or structure or otherwise, except such small antennas that can fit within a four (4) foot diameter sphere and are discretely placed below roof line or as are thereafter approved by the Architectural Committee.

23. An owner shall be entitled to rent the single family dwelling situated on his lot to a single family. Any renters of lots shall be subject to these Restrictions as well as any rules adopted by the Association.

24. No swimming pool shall be placed in the front yard. The front yard is defined as the region between the house and the street portion used to access the lot driveway.

25. Mail delivery for Lots 1 through 12 shall be at a cluster box located on Orchard Lane near the intersection of Rogue River Drive.

D. MORTGAGE PROTECTION

1. No breach of the covenants, conditions or restrictions herein contained, shall defeat or render invalid the lien of any prior mortgage or deed of trust placed on any lot and made in good faith and for value, but all of said covenants, conditions and restrictions and each of them shall be binding upon and effective against any owner whose title is derived through foreclosure, tax sale or trustee's sale, or otherwise.

E. NOTIFICATION OF SALE OF LOT

1. Concurrently with the consummation of the sale of any lot under circumstances whereby the transferee becomes an owner thereof or within five (5) business days thereafter, the transferee shall notify the Architectural Committee in writing of such sale. Such notification shall set forth (i) the name of the transferee and his transferor, (ii) the street address of the lot purchased by the transferee, (iii) the transferee's mailing address, and (iv) the date of sale. Prior to receipt of such notification, all communications required or permitted to be given by the Architectural Committee shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

F. AUTOMATIC EXTENSION

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of thirty years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

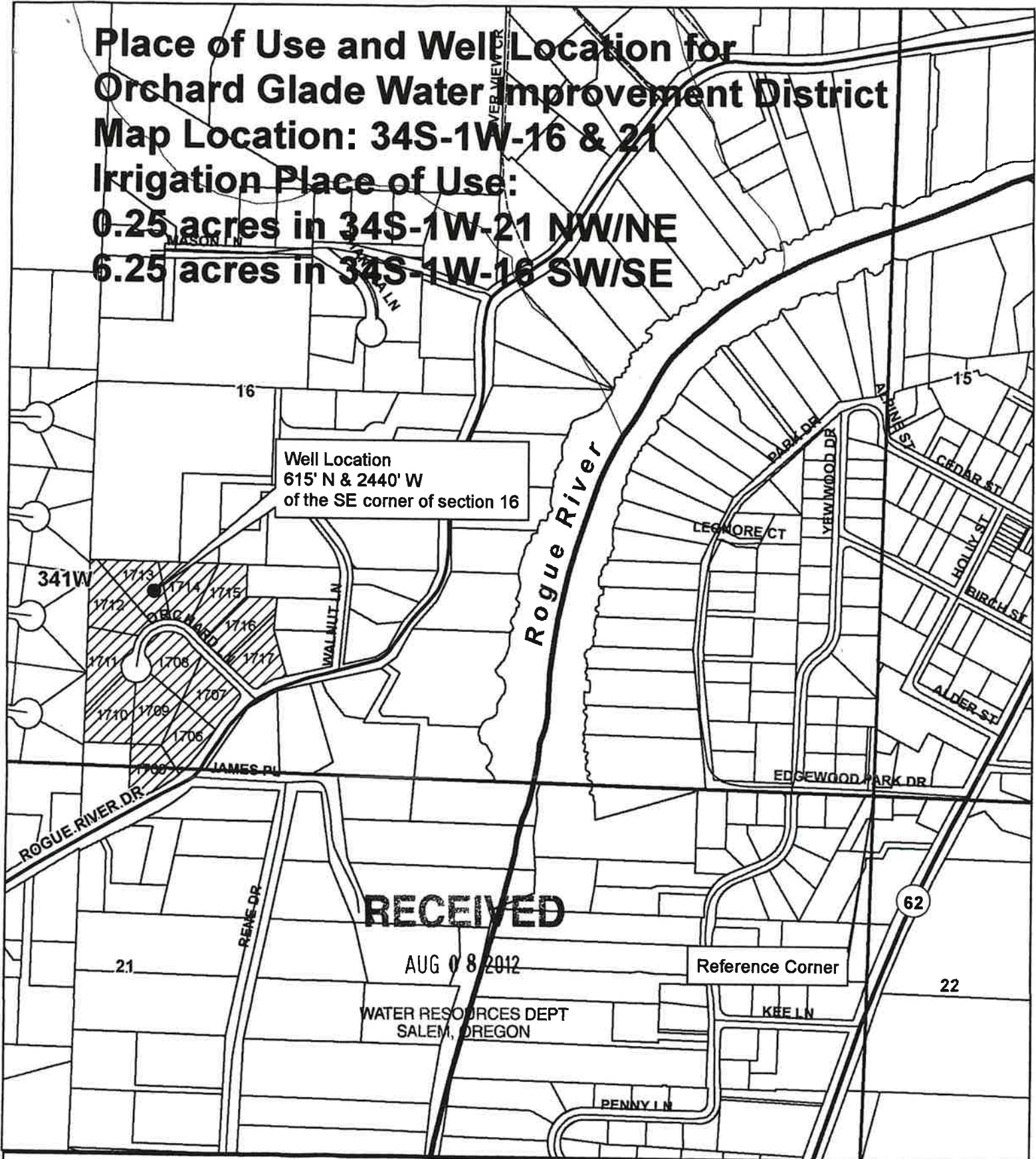
G. WATER SUPPLY

Water supply is provided under a separate document entitled "Water Use Declaration, Agreement and Easement". No individual water wells shall be permitted on any lot.






H. MISCELLANEOUS

1. Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
2. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

**Place of Use and Well Location for
Orchard Glade Water Improvement District
Map Location: 34S-1W-16 & 21
Irrigation Place of Use:
0.25 acres in 34S-1W-21 NW/NE
6.25 acres in 34S-1W-16 SW/SE**

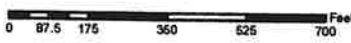


Legend

-  Place of Use
-  Sections
-  Taxlots
-  Well Location
-  Townships



1 inch = 430 feet



JACKSON COUNTY
WATERMASTER

Prepared by Travis Kelly

This map is based on a digital database compiled by Jackson County from a variety of sources. Jackson County cannot accept responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied.

STATE OF OREGON

COUNTY OF JACKSON

PERMIT TO APPROPRIATE THE PUBLIC WATERS

THIS PERMIT IS HEREBY ISSUED TO

ORCHARD GLADE WATER DISTRICT
P.O. BOX 223
SHADY COVE, OR 97539

The specific limits and conditions of the use are listed below.

APPLICATION FILE NUMBER: G-17430

SOURCE OF WATER: A WELL (JACK 728) IN ROGUE RIVER BASIN

PURPOSE OR USE: IRRIGATION OF 6.5 ACRES

MAXIMUM RATE: 0.08 CUBIC FOOT PER SECOND

PERIOD OF USE: APRIL 1 THROUGH NOVEMBER 1

DATE OF PRIORITY: OCTOBER 14, 2010

WELL LOCATION: SW $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 16, T34S, R1W, W.M.; 615 FEET NORTH AND 2440 FEET WEST FROM SE CORNER, SECTION 16

The amount of water used for irrigation under this right, together with the amount secured under any other right existing for the same lands, is limited to a diversion of ONE-EIGHTIETH of one cubic foot per second and 2.5 acre-feet for each acre irrigated during the irrigation season of each year.

THE PLACE OF USE IS LOCATED AS FOLLOWS:

SW $\frac{1}{4}$ SE $\frac{1}{4}$ 6.25 ACRES
SECTION 16

NW $\frac{1}{4}$ NE $\frac{1}{4}$ 0.25 ACRE
SECTION 21

TOWNSHIP 34 SOUTH, RANGE 1 WEST, W.M.

Measurement devices, and recording/reporting of annual water use conditions:

- A. Before water use may begin under this permit, the permittee shall install a totalizing flow meter at each point of appropriation. The permittee shall maintain the device in good working order.

- B. The permittee shall allow the watermaster access to the device; provided however, where any device is located within a private structure, the watermaster shall request access upon reasonable notice.
- C. The permittee shall keep a complete record of the volume of water used each month, and shall submit an annual report which includes the recorded water-use measurements to the Department by December 1 of each year. Further, the Director may require the permittee to report general water-use information, including the place and nature of use of water under the permit.
- D. The Director may provide an opportunity for the permittee to submit alternative measuring and reporting procedures for review and approval.

Static Water Level Conditions

The Department requires the water user to obtain, from a qualified individual (see below), and report annual static water levels for each well on the permit. The static water level shall be measured in the month of March. Reports shall be submitted to the Department within 30 days of measurement.

The permittee shall report an initial March static water-level measurement once well construction is complete and annual measurements thereafter. Annual measurements are required whether or not the well is used. The first annual measurement will establish a reference level against which future measurements will be compared. However, the Director may establish the reference level based on an analysis of other water-level data. The Director may require the user to obtain and report additional water levels each year if more data are needed to evaluate the aquifer system.

All measurements shall be made by a certified water rights examiner, registered professional geologist, registered professional engineer, licensed well constructor or pump installer licensed by the Construction Contractors Board. Measurements shall be submitted on forms provided by, or specified by, the Department. Measurements shall be made with equipment that is accurate to at least the standards specified in OAR 690-217-0045. The Department requires the individual performing the measurement to:

- A. Associate each measurement with an owner's well name or number and a Department well log ID; and
- B. Report water levels to at least the nearest tenth of a foot as depth-to-water below ground surface; and
- C. Specify the method of measurement; and

- D. Certify the accuracy of all measurements and calculations reported to the Department.

The Department may require the discontinuance of groundwater use, or reduce the rate or volume of withdrawal, from the well(s) if any of the following events occur:

- A. Annual water-level measurements reveal an average water-level decline of three or more feet per year for five consecutive years; or
- B. Annual water-level measurements reveal a water-level decline of 15 or more feet in fewer than five consecutive years; or
- C. Annual water-level measurements reveal a water-level decline of 25 or more feet; or
- D. Hydraulic interference leads to a decline of 25 or more feet in any neighboring well with senior priority.

The period of restricted use shall continue until the water level rises above the decline level which triggered the action or the Department determines, based on the permittee's and/or the Department's data and analysis, that no action is necessary because the aquifer in question can sustain the observed declines without adversely impacting the resource or causing substantial interference with senior water rights. The water user shall not allow excessive decline, as defined in Commission rules, to occur within the aquifer as a result of use under this permit. If more than one well is involved, the water user may submit an alternative measurement and reporting plan for review and approval by the Department.

Use of water under authority of this permit may be regulated if analysis of data available after the permit is issued discloses that the appropriation will measurably reduce the surface water flows necessary to maintain the free-flowing character of a scenic waterway in quantities necessary for recreation, fish and wildlife in effect as of the priority date of the right or as those quantities may be subsequently reduced.

Prior to using water from any well listed on this permit, the permittee shall ensure that the well has been assigned an OWRD Well Identification Number (Well ID tag), which shall be permanently attached to the well. The Well ID shall be used as a reference in any correspondence regarding the well, including any reports of water use, water level, or pump test data.

Mitigation water must be maintained for the life of the permit and subsequent certificate(s) subject to the terms and conditions of contract No. 139E101802 or a satisfactory replacement, between the Bureau of Reclamation and the permittee, a copy of which must be on file in the records of the Water Resources Department. Regulation of the use and/or cancellation of the permit, or subsequent certificate(s) will occur if the required mitigation is not maintained.

STANDARD CONDITIONS

Failure to comply with any of the provisions of this permit may result in action including, but not limited to, restrictions on the use, civil penalties, or cancellation of the permit.

If the number, location, source, or construction of any well deviates from that proposed in the permit application or required by permit conditions, this permit may be subject to cancellation, unless the Department authorizes the change in writing.

If substantial interference with surface water or a senior water right occurs due to withdrawal of water from any well listed on this permit, then use of water from the well(s) shall be discontinued or reduced and/or the schedule of withdrawal shall be regulated until or unless the Department approves or implements an alternative administrative action to mitigate the interference. The Department encourages junior and senior appropriators to jointly develop plans to mitigate interferences.

The well(s) shall be constructed and maintained in accordance with the General Standards for the Construction and Maintenance of Water Supply Wells in Oregon. The works shall be equipped with a usable access port adequate to determine water-level elevation in the well at all times.

If the riparian area is disturbed in the process of developing a point of appropriation, the permittee shall be responsible for restoration and enhancement of such riparian area in accordance with ODFW's Fish and Wildlife Habitat Mitigation Policy OAR 635-415. For purposes of mitigation, the ODFW Fish and Wildlife Habitat Mitigation Goals and Standards, OAR 635-415, shall be followed.

The use may be restricted if the quality of downstream waters decreases to the point that those waters no longer meet state or federal water quality standards due to reduced flows.

Where two or more water users agree among themselves as to the manner of rotation in the use of water and such agreement is placed in writing and filed by such water users with the watermaster, and such rotation system does not infringe upon such prior rights of any water user not a party to such rotation plan, the watermaster shall distribute the water according to such agreement.

Prior to receiving a certificate of water right, the permit holder shall submit to the Water Resources Department the results of a pump test meeting the Department's standards for each point of appropriation (well), unless an exemption has been obtained in writing under OAR 690-217. The Director may require water-level or pump-test data every ten years thereafter.

This permit is for the beneficial use of water without waste. The water user is advised that new regulations may require the use of best practical technologies or conservation practices to achieve this end.

By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan.

Completion of construction and application of the water shall be made within five years of the date of permit issuance. If beneficial use of permitted water has not been made before this date, the permittee may submit an application for extension of time, which may be approved based upon the merit of the application.

Within one year after making beneficial use of water, the permittee shall submit a claim of beneficial use, which includes a map and report, prepared by a Certified Water Rights Examiner.

Issued February 27, 2015



E. Timothy Wallin, Water Rights Program Manager
for Thomas M. Byler, Director

BYLAWS

att loan #
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OF

ORCHARD GLADE WATER IMPROVEMENT DISTRICT
An Oregon Nonprofit Corporation

ARTICLE I

Formation and Membership

Section 1.1 Name. The name of the corporation is Orchard Glade Water Improvement District (hereinafter "the Corporation").

Section 1.2 Purpose. The Corporation is organized for the purpose of furnishing the properties, identified below, located in the Orchard Glade Subdivision in Shady Cove, Oregon (hereinafter "the Properties") with water for domestic use, specifically by supplying water to the Properties from a well and water system currently located on Lot 8 of the Orchard Glade Subdivision, as well as any other such water system hereinafter located on a lot in the Orchard Glade Subdivision (hereinafter "the Improvement") and further described in Article VI, below. The Properties are as follows:

- 6779 Rogue River Drive, Shady Cove, Oregon, 97539
- 6783 Rogue River Drive, Shady Cove, Oregon, 97539
- 106 Orchard Lane, Shady Cove, Oregon, 97539
- 109 Orchard Lane, Shady Cove, Oregon, 97539
- 112 Orchard Lane, Shady Cove, Oregon, 97539
- 118 Orchard Lane, Shady Cove, Oregon, 97539
- 121 Orchard Lane, Shady Cove, Oregon, 97539
- 124 Orchard Lane, Shady Cove, Oregon, 97539
- 132 Orchard Lane, Shady Cove, Oregon, 97539
- 138 Orchard Lane, Shady Cove, Oregon, 97539
- 146 Orchard Lane, Shady Cove, Oregon, 97539
- 149 Orchard Lane, Shady Cove, Oregon, 97539
- 152 Orchard Lane, Shady Cove, Oregon, 97539

Section 1.3 Membership. The Corporation shall have voting members. Each tax lot in the Orchard Glade Subdivision shall be entitled to a membership in the Corporation. The owner(s) of each lot in the Orchard Glade Subdivision shall appoint one person to serve as the representative of the owner(s) of that lot and to vote on behalf of that lot on matters upon which members are entitled to vote. Membership in the Corporation is transferable through a sale or purchase of a lot in the Orchard Glade Subdivision. In the event that a tax lot is being sold under contract without a transfer of legal title, the purchaser of the property, so long as the purchaser is not in default under the contract, shall be deemed the member.

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ARTICLE II**Members**

Section 2.1 Annual Meetings. A meeting of the members of the Corporation shall be held annually on such date in December of each year and in such place, within Jackson County, Oregon, as is determined each year by the Board of Directors and designated in the notice of meeting, for the purpose of electing directors and for the transaction of such other business as may be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the members may be called by the board of directors, or members representing at least two lots in the Orchard Glade Subdivision. Any representative of a member or members calling a special meeting shall sign, date and deliver to the Corporation's secretary one or more written demands for the meeting, describing the purpose or purposes for which it is to be held. The record date for determining members entitled to demand a special meeting is the date the first member representative signs the demand. Only business within the purpose or purposes described in the notice of meeting may be conducted at a special meeting. Special meetings of the members of the Corporation shall be held at the principal office of the Corporation or at such other place within or without Oregon as may be consented to in writing by all members entitled to vote at any such meeting.

Section 2.3 Notice of Meetings.

(a) Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail by or at the direction of the board of directors or the persons calling the meeting, to each member representative of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member representative at his/her address shown in the Corporation's current record of members with postage prepaid thereon.

(b) When a meeting is adjourned for more than one hundred twenty (120) days after the date fixed for the original meeting, or when a redetermination of the persons entitled to receive notice of the adjourned meeting is required by law, notice of the adjourned meeting shall be given in the same manner as required for an original meeting. In all other cases no notice of the adjournment or of the business to be transacted at the adjourned meeting need be given other than by announcement at the original meeting before adjournment.

Section 2.4 Waiver of Notice.

(a) A member representative may at any time waive any notice required by law, the articles of incorporation or these bylaws. The waiver must be in writing, be signed by the member representative entitled to the notice, and be delivered to the Corporation for inclusion in the minutes for filing with the corporate records.

(b) A member representative's attendance at a meeting waives objection to:

(1) Lack of notice or defective notice of the meeting, unless the member representative, at the beginning of the meeting, objects to holding the meeting or transacting

ORCHARD GLADE WATER IMPROVEMENT DISTRICT

An Oregon Nonprofit Corporation

PO Box 223, Shady Cove, Oregon 97539

BYLAW AMMENDMENT OF ANNUAL MEMBERS MEETING

JULY 15, 2020

to June
The **Orchard Glade Water Improvement District's ("OGWID") Annual Meeting TIME, DAY AND PLACE** was amended by at least 2/3rds of the Membership. The meeting will now be held outdoors at the end of Orchard Lane, Shady Cove, Oregon, during the daytime on the first Saturday in ~~October~~, depending on weather.

This change is due to current Covid19 pandemic requirements of the governor for personal protection.

The following lots voted:

Lot 0 – approved

Lot 6 – ownership transition

Lot 12 - approved

Lot 1 – approved

Lot 7 – approved

Lot 2 – texted, no answer

Lot 8 – approved

Lot 3 – approved

Lot 9 - approved

Lot 4 – approved

Lot 10 - approved

Lot 5 – approved

Lot 11 – approved

As required in the bylaws, at least 2/3 approval being required (9 lots), the total approvals come to 11.



Sec/Treas – Jane Ellis

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business at the meeting; and

(2) Consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member representative objects to considering the matter when it is presented.

Section 2.5 Action Without Meeting.

(a) Any action required or permitted by law, the articles of incorporation or these bylaws to be taken at a member's meeting may be taken without a meeting if the action is taken by all the member representatives entitled to vote on the action. The action must be evidenced by one or more written consents describing the action taken, signed by all the member representatives entitled to vote on the action, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. Action taken under this section is effective when the last member representative signs the consent, unless the consent specifies an earlier or later effective date.

(b) Unless otherwise provided by law or these bylaws, the record date for determining member representatives entitled to take action without a meeting is the date the first member representative signs the consent under subsection (a) of this section.

(c) A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

Section 2.6 Quorum.

(a) Member representatives representing a majority of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum for the transaction of business at any member's meeting. If a member representative attends a meeting for the express purpose of objection to the transaction of any business on the grounds that the meeting is not lawfully called or convened, that member representative's vote shall not be included for purposes of determining whether a quorum is present. Once a member representative is represented for any purpose at a meeting, other than for the purpose of objecting as provided above, the member representative is deemed present for quorum purposes for the remainder of the meeting and any adjournment thereof, unless a new record date is or must be set for the adjourned meeting. The persons present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough persons to leave less than a quorum.

(b) If a quorum is present, the affirmative vote of the majority of the member representatives represented at the meeting and entitled to vote on the subject matter shall be the act of the members, unless the vote of a greater number is required by law, the articles of incorporation or these bylaws, in which case the contrary provision shall be controlling.

(c) In the absence of a quorum, a majority of the member representatives represented in person or by proxy may adjourn the meeting from time to time until a quorum shall attend, but in any event not later than 60 days after the date of the meeting at which a quorum was not obtained. Any business which might have been transacted at the original meeting may be transacted at the adjourned meeting if member representatives representing at least 25% or more of the votes entitled to be cast shall be present, which shall constitute a quorum.

Section 2.7 Voting. Each member representative shall be entitled to one vote on matters upon which members are entitled to vote.

Section 2.8 Record Date. The persons entitled to receive notice of or to vote at any members meeting shall be those persons designated as member representatives in the records of the Corporation on the date of mailing of the notice of that meeting or on such other date as determined in advance by the board of directors, which date shall not be more than seventy (70) nor less than ten (10) days before the meeting.

Section 2.9 Annual Report To Members. At each annual meeting of the members, the Board of Directors shall prepare and submit to the membership a written report of the year's activities, including but not limited to revenue and expenses of the Corporation for the preceding year.

ARTICLE III

Board of Directors

Section 3.1 Management. The affairs of the corporation shall be managed by a Board of Directors, except to the extent such authority is delegated by the Board of Directors to one or more of its officers or committees either generally or with respect to specific matters. Each member thereof individually shall be known as a director.

Section 3.2 Number. The Board of Directors shall consist of not less than 3 directors and not more than 5 directors. Each director shall serve until his or her successor is elected pursuant to Section 3.3 of these Bylaws.

Section 3.3 Appointment of Directors and Term of Office. The directors shall be elected by the members at the annual meeting and shall hold office for a term of one year, commencing immediately following the annual meeting in the year of election, and continuing until his or her successor is elected, pursuant to this Section 3.3.

Section 3.4 Qualifications of Directors. Any person of the age of eighteen (18) years or older and who is an owner of a lot in the Orchard Glade Subdivision shall be eligible for Board membership. No more than one lot owner may be elected as a director with respect to each lot in the subdivision.

Section 3.5 Directors' Standard of Conduct. A director shall discharge the duties of a director, including the director's duties as a member of a committee, if any, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the director reasonably believes to be in the best interests of the corporation.

Section 3.6 Directors - Removal.

(a) Directors may be removed from office pursuant to a vote of not less than two-thirds (2/3rds) of the members.

(b) Successors to directors who have been removed shall be selected as set forth in Section 3.7 of these Bylaws.

Section 3.7 Vacancies. A vacancy on the Board of Directors shall exist upon the death or resignation of a director, or upon removal of any director. The members, acting at any meeting called for such purpose, may fill a vacancy on the Board of Directors for the unexpired portion of the term in the manner provided in Section 3.3 of these Bylaws.

Section 3.8 Annual Meeting of Directors. An annual meeting of the directors shall be held immediately following the annual meeting of the members.

Section 3.9 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times as the Board of Directors may determine by resolution. The Secretary shall mail or otherwise deliver a copy of such resolution to any director who was not present when it was adopted, but no further notice of such regular meetings need be given.

Section 3.10 Special Meetings. Special meetings of the Board of Directors may be called by the President or upon written request by at least two (2) of the directors in office setting forth the business they wish to have conducted at the special meeting. Notice of special meetings shall be given at least five (5) days by a writing delivered personally, by fax, by mail or any other manner reasonably calculated to provide the required notice to each director.

Section 3.11 Place of Meetings; Other Means of Communication. All meetings of the Board of Directors shall be held at such place as is designated in the notice of meeting. Any or all directors may participate in a regular or special meeting by, or conduct the meeting through, the use of any means of communication by which all directors participating in the meeting may simultaneously hear each other during the meeting. A director participating in a meeting by such means shall be deemed present in person at the meeting.

Section 3.12 Quorum. A majority of the directors in office shall constitute a quorum for the transaction of business. A majority of those directors present may, in the absence of a quorum, adjourn the meeting but may not transact any business.

Section 3.13 Waiver of Notice. A waiver of notice of any Board of Directors or committee meeting in writing signed at any time by the director entitled to notice shall be equivalent to the giving of the notice. Attendance at a meeting shall constitute a waiver of notice of such meeting, except where the director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Notice of the time and place of holding an adjourned meeting need not be given if such time and place is fixed at the meeting adjourned.

Section 3.14 Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or by any Board committee may be taken without a meeting if a consent in writing, setting forth the action taken, shall be signed by all persons entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE IV

Officers

Section 4.1 Designation and Qualification. The officers of the corporation shall consist of the following:

- President
- Secretary/Treasurer

Officers must be directors of the Corporation. Directors serving as officers shall retain their right to vote as directors on matters presented to the Board of Directors.

Section 4.2 Appointment, Term and Vacancy.

(a) Officers shall be appointed by the Board of Directors at each annual meeting to serve until the next annual meeting.

(b) A vacancy in any office because of death, resignation, removal, disqualification or otherwise shall be filled by the Board of Directors, at any meeting, for the unexpired portion of the term in the manner described in these Bylaws for regular appointments to such office.

Section 4.3 Resignation and Removal. An officer may be removed, either with or without cause, by majority vote of the Board of Directors. An officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary.

Section 4.4 President. The President shall preside at all meetings of the members and the Board of Directors. The President shall have such other powers and perform such other duties as the Board of Directors or these Bylaws may prescribe.

Section 4.5 Secretary/Treasurer. The Secretary/Treasurer shall cause minutes to be kept of all meetings of the Board of Directors, shall cause appropriate notices to be given in accordance with these Bylaws, shall perform the customary duties pertaining to the office of Secretary, and shall perform such other duties as the Board of Directors or these Bylaws may prescribe including, but not limited to, preparing the annual report of the Corporation. The Secretary/Treasurer shall also perform the customary duties pertaining to the office of Treasurer, and shall perform such other duties as the Board of Directors or these Bylaws may prescribe.

Section 4.6 Assistants. The Board of Directors may appoint or authorize the appointment of assistants to the President, the Secretary/Treasurer or both. Such assistants may exercise such powers and shall perform such duties as the Board of Directors may prescribe.

ARTICLE V

Records and Execution

Section 5.1 Records. The Corporation shall maintain the original or a certified copy of the Articles of Incorporation, the Bylaws and any amendments thereto, as well as a well-bound book entitled "Records of Proceedings of Board of Directors", in which shall be recorded minutes of all

meetings, proceedings, certificates, bonds, and any and all corporate acts, which records shall be at all times open to inspection by the members in the manner and to the extent required by law.

Section 5.2 Lien Docket. The Corporation shall also maintain a lien docket in which, as to every tract of each member, all assessments or liens shall be charged and all payments shall be credited, and in which interest on any assessments in arrears shall be charged at time of payment of any installment, to the end that such record shall show the true condition of all liens and the amount thereof.

Section 5.3 Signature Authority. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Corporation shall be signed or endorsed by such person or persons and in such manner as shall be determined by resolution of the Board of Directors.

Section 5.4 Fiscal Year. The fiscal year of the Corporation shall be a calendar year.

Section 5.5 Execution of Documents. Except as otherwise provided in these Bylaws, the Board of Directors may authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances.

ARTICLE VI

Operation and Maintenance of the Improvement

Section 6.1 Description of the Improvement. The Improvement consists of the water system currently located on Lot 8 of the Orchard Glade Subdivision (including but not limited to a well, pumps, tanks, underground pipelines, electrical hookups, pressure tanks and a pump house), as well as any other such water system which may hereinafter be located on a lot in the Orchard Glade Subdivision.

Section 6.2 Grant of Easement(s). So long as the Corporation remains in existence, the owner of Lot 8 of the Orchard Glade Subdivision, Leonhard Taumann, hereby grants a non-exclusive, perpetual easement over Lot 8 to the members for the purpose of operating, maintaining and repairing the Improvement. The owner of each lot shall have the right to come upon Lot 8, as is reasonably necessary, for the purpose of operating, maintaining and/or repairing the Improvement. The burdened lots depicted on Exhibit "A" attached hereto shall also be subject to easements for the operation of the water system as depicted on Exhibit "A". The Corporation reserves the right to secure additional easements if necessary to supply water service to each lot in the subdivision.

Section 6.3 Costs of Operation, Maintenance and Repair. If the accrued assets in a bank account from the monthly use fees are inadequate to cover any repair costs, then the owners of each lot shall be responsible for the payment of one-thirteenth (1/13) of the repair cost. In addition, the owner(s) of each lot shall be responsible for the payment of that lot's share of the monthly costs necessary to operate and maintain the Improvement and each lot's water use fee, as established by a water meter installed on the member's property. The Board of Directors shall be entitled to designate a representative to enter onto each lot for the purpose of reading the water meter.

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Section 6.4 Determination of Costs. The Board of Directors shall determine the amounts required to be paid by the owner(s) of each lot under Section 6.3, above. The amounts determined by the Board of Directors shall include the lot owner's prorated share of electricity and a reserve amount for tests, maintenance, repair and replacement costs, insurance premiums, the cost of drilling a new well if the present well should go dry or become inoperable, and such other reasonable expenses as may be required for the operation of the Corporation and the Improvement.

Section 6.5 Compliance With Applicable Laws. Each lot owner shall comply with any and all federal, state and local rules, statutes, ordinances and regulations pertaining to the Improvement, including but not limited to requirements for water testing.

Section 6.6 Prohibition of Waste. Each lot owner agrees not to waste or otherwise misuse the water provided by the Improvement. The Board of Directors reserves the right, in its sole discretion, to restrict the amount of water use by each member as necessary to prevent the waste of water or in periods of drought or other water emergency.

ARTICLE VII

Assessments

Section 7.1 Assessment of Costs. On a quarterly basis (January 10, April 10, July 10 and October 10 of each year) and after the Board of Directors has determined the amounts required to be paid by each lot owner for the owner's use of the Improvement, the Board of Directors shall cause a statement of those amounts to be delivered to the member representative and the lot owner shall pay said amount to the Board of Directors in accordance with the terms provided on the statement.

Section 7.2 Collection of Billed Amounts. Amounts received by the Board of Directors from the lot owners under Section 7.1 shall be collected by the secretary of the Corporation and placed in a separate account at Washington Mutual Bank, Shady Cove, Oregon branch, or such other institution as may be agreed upon by the Board of Directors, and used for the payment of the debts and obligations of the Corporation.

Section 7.3 Delinquent Accounts; Remedies.

(a) In the event any lot owner does not pay the billed amount within 30 days of the time provided in Section 7.1, the Board of Directors shall have the right to discontinue water service to that lot until such time as the lot owner's account has been paid in full. In addition, any payments not made within 30 days of the time provided in Section 7.1 shall accrue interest at the rate of 12% per annum until paid in full.

(b) In addition to the remedies provided in Section 7.3(a), above, if any lot owner does not pay the billed amount within 60 days of the time provided in Section 7.1, the Board of Directors may cause the secretary of the Corporation to file a Notice of Claim of Lien with the Jackson County Clerk against the lot owner's tax lot within the Orchard Glade Subdivision. Upon the filing of such Notice of Claim of Lien, the amounts described therein shall become a lien upon all lands therein described and the Board of Directors may direct that all delinquent amounts represented thereby be foreclosed by the Corporation in the manner provided by ORS 545.502, 545.504 and 545.506. The Notice of Claim of Lien shall state:

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- (1) The name or names of the person to whom water was delivered or deliverable or who received the benefit of the Improvement;
- (2) A statement of the amount claimed to be past due;
- (3) A description of land which received or was entitled to receive the benefit of the water delivery.

(c) In the event of any action under this Article VII to collect delinquent amounts, the prevailing party shall be entitled to receive their reasonable costs, including reasonable attorneys' fees, incurred in such action.

ARTICLE VIII

Indemnification, Insurance and Limitation of Liability

Section 8.1 Indemnification. The Corporation shall indemnify to the fullest extent not prohibited by law any Indemnified Person (as hereinafter defined) who was or is a party or is threatened to be made a party to any Proceeding (as hereinafter defined) against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Indemnified Person in connection with such Proceeding.

Section 8.2 Advancement of Expenses. Expenses incurred by an Indemnified Person in defending a Proceeding shall in all cases be paid by the Corporation in advance of the final disposition of such proceeding at the written request of such Indemnified Person, if the Indemnified Person furnishes the corporation:

(a) A written affirmation of the Indemnified Person's good faith belief that such Indemnified Person is entitled to be indemnified by the Corporation under this Article or under any other indemnification rights granted by the Corporation to such indemnified Person; and

(b) A written undertaking by or on behalf of such Indemnified Person to repay such advance to the extent it is ultimately determined by a court that such Indemnified Person is not entitled to be indemnified by the Corporation under this Article or under any other indemnification rights granted by the Corporation to such Indemnified Person.

Such advances shall be made without regard to the Indemnified Person's ability to repay such advances and without regard to the Indemnified Person's ultimate entitlement to indemnification under this Article or otherwise.

Section 8.3 Definitions.

(a) The term *Indemnified Person* shall mean any person who is or was (i) a director, officer, member of a committee, employee or, to the extent authorized by the Board of Directors in the specific case, an agent of the Corporation, or (ii) serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification or advancement of expenses can be provided under this Article.

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(b) The term *Proceeding* shall include any threatened, pending or completed action, suit or proceeding, whether brought in the right of the Corporation or otherwise and whether of a civil, criminal, administrative or investigative nature, in which an Indemnified Person may be or may have been involved as a party or otherwise by reason of the fact that the person is an Indemnified Person.

Section 8.4 Non-Exclusivity and Continuity of Rights. The indemnification and entitlement to advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under the Articles of Incorporation or any statute, agreement, general or specific action of the Board of Directors, or otherwise, shall continue as to a person who has ceased to be a person described within the definition of Indemnified Person, shall inure to the benefit of the heirs, executors and administrators of such an Indemnified Person and shall extend to all claims for indemnification of advancement of expenses made after the adoption of this Article. The Corporation may enter into agreements to indemnify any Indemnified Person.

Section 8.5 Amendments. Any repeal of this Article shall only be prospective and no repeal amendment or modification hereof shall adversely affect the remainder of this Article in effect at the time of the alleged occurrence of any act or omission to act that is the cause of the Proceeding.

Section 8.6 Limitation of Liability. The civil liability of directors, officers and executive board members shall be limited to the fullest extent permitted under the Oregon Nonprofit Corporation Act.

Section 8.7 Insurance. The Corporation shall have the discretion to purchase and maintain in effect a policy or policies of insurance covering any liability of directors, officers, committee members, employees and agents of the Corporation, regardless of whether the Corporation would have the power to indemnify such persons against the liability so insured.

ARTICLE IX

Dissolution

Upon the dissolution of the Corporation, the assets of the Corporation shall be distributed as provided in the Corporation's Articles of Incorporation.

ARTICLE X

Amendments

Section 10.1 Review. These Bylaws shall be reviewed by the Board of Directors at least once every three (3) years, and the Board of Directors shall propose amendments it believes necessary or appropriate.

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Section 10.2 Procedure. These Bylaws may be amended or repealed or new Bylaws adopted only upon receiving the affirmative vote of two-thirds (2/3rds) of members.

Adopted: _____, 2002.

_____, President

_____, Secretary

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WATER USE DECLARATION, AGREEMENT AND EASEMENT

THIS DECLARATION is made this 2nd day of May, 2001 by Leonhard Taumann, Ray M. & Dola J. Johnson.

RECITALS

1. Taumann is the owner of Tax Lot 6900 (Map 341W21A) and the Orchard Glade Subdivision, Lots 1, 2, 4, 6, 7, 8, 9, 10, 11 and 12, the EMD 401(k) Pft Shrg Pl & Trust (Ray M. & Dola J. Johnson, Trustees) owns Lot 5 and Ray M. & Dola J. Johnson are the owners of Lot 3, (Map 341W21)(plat recorded by Jackson County Clerk and Recorder), property located in the city of Shady Cove, Oregon.

2. Until a municipal water system is installed by the City of Shady Cove, the thirteen lots of the subdivision will be serviced by a well and water system located on Lot 8. The plat showing the subdivision and location of the well and water system house is attached hereto as Exhibit I and by this reference incorporated herein.

3. The terms and conditions upon which future owners of the lot will share in the benefits and responsibilities of the water system are as follows:

A. Taumann, hereby grants a non-exclusive perpetual easement to the well and storage facility for the benefit of all lots of the subdivision. This easement shall be for the purpose of operating, maintaining and repairing the water system located on Lot 8, which includes but is not limited to well, pumps, tanks, underground pipelines, electrical hookup, pressure tanks and pump house. The owners of each of the lots in the subdivision shall

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have the right to come upon Lot 8, as is reasonably necessary, for the purpose of operating, maintaining and repairing the water system.

B. The owner of each lot shall be responsible for one-thirteenth of the cost of maintaining and repairing the water system. In addition, each owner shall be responsible to pay the prorated share of monthly costs necessary to operate the water system. Each owner's prorated share shall be established by a water meter and each owner shall be responsible for reading their own water meter on a monthly basis and informing the owner of Lot 8 (or his designated agent) of the reading. The owner of Lot 8 is hereby granted an easement over and across the real property of the owners of all other lots for the purpose of reading the water meters located on those respective lots. The owner of Lot 8 (or his designated agent) shall be the person who determines the monthly payment for water service to be paid by the owners of each lot. This monthly payment shall include the prorated share of ⁽¹⁾ electricity and ⁽²⁾ a set aside for tests, maintenance, repair costs and insurance premiums. However, a two-thirds majority of the owners of the lots (8 or more owners) will have the right to override the owner of Lot 8 and determine the monthly payment to be paid by each lot owner.

C. The monthly payment shall be paid into an account at Western Bank in Shady Cove, Oregon. In the event Western Bank is no longer available then the funds shall be deposited in such bank as may be agreed upon by a simple majority of the lot owners.

D. The owners shall agree to comply with all federal, state, and local rules, statutes, ordinances and regulations pertaining to the water system.

2 - WATER USE DECLARATION, AGREEMENT AND EASEMENT

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E. The lot owners shall comply with the present State of Oregon requirements that a water sample be taken to an approved lab for analysis on a quarterly basis. The lab shall report the results to the Oregon Health Division. The lot owners acknowledge that the water system is subject to the rules and regulations of the Oregon Health Division for "non-community" water systems. The lot owners shall be responsible for taking whatever action is necessary to make sure that the quality of the water and the water system comply with the regulations of the Oregon Health Division.

F. The lot owners will be the sole parties responsible for all costs and expenses associated with the water system including but not limited to any claims, demands, causes of action or other liability arise out of their use and operation of the water system. These costs include but are not limited to electricity, repairs, maintenance, replacement, insurance premiums and the cost of drilling a new well if the present well should go dry or become inoperable.

G. Any decision (not limited by Item E) regarding the system may be made by a majority of the owners of the lots in the subdivision (where each lot has one vote). Those decisions may be reached without a formal meeting by having a majority of the lot owners sign a petition or other document agreeing to a certain course of action. Normal meetings of the owners may be held by notifying the lot owners, in writing, of the time and place of such a meeting. The meeting shall be held within 15 to 30 days after the date of the meeting notice. Written notice shall be mailed to each owner at the address as disclosed

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in the Jackson County Assessor's Office. Notices shall be sent, by both first class and certified mail, return receipt requested.

H. In the event an owner does not pay a monthly billing within 30 days of the date of the billing then the other owners shall have the right to cut off the water service to the non-paying lot owner until such time as the billing has been paid in full. Furthermore, any payments not made within 30 days of the billing date shall accrue interest at the rate of 12% per annum.

I. The easements granted by the terms of this Agreement shall terminate at such time as water is available to all thirteen lots in the subdivision from the City of Shady Cove Municipal Water System or other comparable community water system. All owners shall be deemed to own the water system until such time as this easement terminates. However, upon termination of the easement, the ownership of the pump house, the well itself (including casings), and underground pipes located on Lot 8 shall revert to the owner of Lot 8, free and clear of all claims of the other lot owners. Upon termination of the water system other assets of the water system including but not limited to the pressure tanks, pumps, water tank and any funds left in the operating account shall be sold with the money divided equally amongst the lot owners. At such time as an alternative water system is available then the owners may agree (by majority vote) to hook into such water system and to pay their share of the costs for hooking into that system.

J. This easement shall run with the land and shall be binding upon the parties hereto, their heirs, assignees and successors in interest.

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K. By accepting a deed from Taumann all future lot owners hereby agree to the provisions of this document and agree to be bound thereby, as though an original signatory.

L. Notwithstanding anything in this Agreement to the contrary, so long as Taumann is the owner of Lot 8 and at least three other lots in the subdivision then all decisions regarding the water system shall be made solely by Taumann including the initial setting of water rates.

M. In the event a suit of action is filed concerning this Agreement, including the collection of any past due water bills, then the prevailing party shall be entitled to their reasonable costs in appellate court.

IN WITNESS WHEREOF, the parties have executed this declaration the day and year first above written.

Ray M. Johnson, P.O.#. 99-22105
Leonhard Taumann 4/29/01
Leonhard Taumann Date

EM Design, Ray M. Johnson Trustee
EM Design 401(k) Pr Shrd PI & Trust Date

EM Design, Doia J. Johnson Trustee 5/4/01
EM Design 401(k) Pr Shrd PI & Trust Date

Ray M. Johnson 5/10/01
Ray M. Johnson Date
Doia J. Johnson 5/10/01
Doia J. Johnson Date

01 80365

INDIVIDUAL ACKNOWLEDGMENT

State/ Commonwealth of OREGON
County of JACKSON

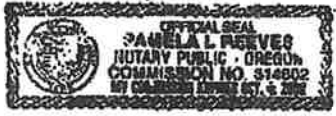
On this the 4th day of May, 2001
before me, PAMELA L. REEVES
Name of Notary Public

the undersigned Notary Public, personally appeared
DOLA J. JOHNSON
Name of Signor(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed it.

WITNESS my hand and official seal.



Pamela L. Reeves
Signature of Notary Public

OPTIONAL

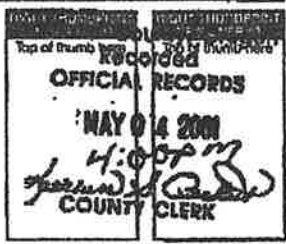
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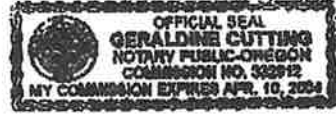
STATE OF OREGON,
County of JACKSON

Form No. 20 - 4/2000
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BE IT REMEMBERED, That on this 04 day of MAY, 2001
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named RAY M. JOHNSON

known to me to be the identical individual... described in and who executed the within instrument and acknowledged to me that... executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Geraldine Cutting
Notary Public for Oregon
My commission expires 4-10-2004