

AFTER RECORDING RETURN TO:  
Encore Investments, LLC  
PO Box 6299  
Bend, Oregon 97708  
Attn: Jim Pentz

Tillamook County, Oregon  
04/22/2021 10:46:01 AM 2021-03515  
DEED-DEC DEED-CCR  
\$20.00 \$5.00 \$11.00 \$10.00 \$61.00 - Total =\$107.00  
I hereby certify that the within instrument was received  
for record and recorded in the County of Tillamook,  
State of Oregon.  
Tassi O'Neil, Tillamook County Clerk

Tillamook 2021-10

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

This DECLARATION OF ANNEXATION OF REAL PROPERTY TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HIGHLANDS AT MANZANITA (Phase 2) (this "Declaration") is made this 21 day of April \_\_, 2021, by Encore Investments, LLC, an Oregon limited liability company ("Declarant"). Pine Grove Properties, Inc., an Oregon corporation ("PGP") is the current owner of the Annexed Property (as defined below) and executes this Declaration to indicate its agreement and consent.

**RECITALS**

A. PGP owns the real property located in the City of Manzanita, Tillamook County, Oregon, legally described as Lots 17 through 29, inclusive, as shown on that certain plat of Highlands 2 (the "Plat"), as recorded April 20, 2021, as Instrument No. 2021-003416, and in Plat Cabinet C-595 (each, individually, an "Annexed Lot" and collectively, the "Annexed Lots" or the "Annexed Property").

B. Declarant and PGP recorded the Declaration of Covenants, Conditions, Easements and Restrictions for Highlands at Manzanita in the official records of Tillamook County, Oregon on October 21, 2020 as Document No. 2020-07303 (as amended and supplemented from time to time, the "CC&Rs"). The Bylaws of Highlands at Manzanita Homeowners Association are attached as an exhibit to the CC&Rs.

C. Pursuant to Section 11.1 of the CC&Rs, Declarant desires to annex the Annexed Property to the real property that is subject to the CC&Rs upon the terms and conditions contained in this Declaration. PGP executes this Declaration to consent to such annexation.

**DECLARATIONS**

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

**ARTICLE 1 DEFINITIONS**

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

**ARTICLE 2 ANNEXATION OF PROPERTY**

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

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

ARTICLE 3 MEMBERSHIP IN ASSOCIATION

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

ARTICLE 4 ASSESSMENTS

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

ARTICLE 5 STREET LIGHTS

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

ARTICLE 6 WORKING FUND ASSESSMENT

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

ARTICLE 7 TERM AND AMENDMENTS

7.1 Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the Annexed Property for so long as the CC&Rs are valid. This Declaration may be amended in the same manner as the CC&Rs may be amended, pursuant to Section 13.6 of the CC&Rs.

7.2 Regulatory Amendments. Notwithstanding the provisions of Section 7.1 of this Declaration, until the Turnover Meeting described in the Bylaws and CC&Rs, Declarant shall have the right to amend this Declaration, the CC&Rs or the Bylaws in order to comply with the requirements of any applicable statute, ordinance, regulation or guideline of any department, bureau, board, commission or agency of the United States or the State of Oregon, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon that insures, guarantees or provides financing for a planned community or lots in a planned community or to comply with the Oregon Planned Community Act.

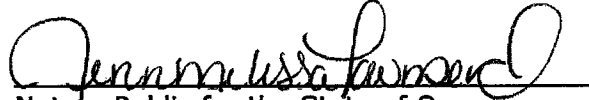
ARTICLE 8 PGP CONSENT

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



STATE OF OREGON )  
 ) ss.  
COUNTY OF Tillamook )

The foregoing instrument was acknowledged before me the 21<sup>st</sup> day of April 2021, by James P. Pentz, the President of Pine Grove Properties, Inc., an Oregon corporation, on behalf of the corporation.

  
Notary Public for the State of Oregon  
My Commission Expires: 11-08-2021

