

RECORDING COVER SHEET (Please print or type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument. ORS 205.234



I, Cheryl Seely, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.



Cheryl Seely - County Clerk

After recording return to: ORS 205.234(1)(c)

Iron Horse Homeowners Association Inc
409 NW Franklin Ave
Bend, OR 97703

1. Title(s) of the transaction(s)

ORS 205.234(1)(a)

Declaration of Annexation of Real Property to Declaration
of Covenants, Conditions, and Restrictions of Iron Horse

2. Direct party(ies) / grantor(s) Name(s)

ORS 205.234(1)(b)

Iron Horse Development LLC

3. Indirect party(ies) / grantee(s) Name(s)

ORS 205.234(1)(b)

Iron Horse Development LLC

4. True and actual consideration:

ORS 205.234(1) Amount in dollars or other

\$

Other: _____

5. Send tax statements to:

ORS 205.234(1)(e)

6. Satisfaction of lien, order, or warrant:

ORS 205.234(1)(f)

FULL

PARTIAL

7. The amount of the monetary obligation imposed by the lien, order, or warrant: ORS 205.234(1)(f)

\$

8. Previously recorded document reference:

9. If this instrument is an original and being re-recorded, complete a Re-Recording Coversheet in place of this Basic Coversheet and attach it to this instrument: ORS 205.244(2)

* See partition plat 2022-09. This Declaration of Annexation subjects "Portion of Parcel 1" on the partition plat 2022-09 to the Iron Horse CCRs.

AFTER RECORDING RETURN TO:
IronHorse Homeowners' Association, Inc.
409 NW Franklin Ave.,
Bend, Oregon 97703

DECLARATION OF ANNEXATION OF REAL PROPERTY TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF IRONHORSE

This DECLARATION OF ANNEXATION OF REAL PROPERTY TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF IRONHORSE (this "Declaration") is made this 29th day of March 2022, by IronHorse Development LLC, an Oregon limited liability company ("Declarant").

Recitals:

A. Declarant recorded that certain Declaration of Protective Covenants, Conditions, and Restrictions for IronHorse, on December 12, 2006, in the Official Records of Crook County, State of Oregon, at Volume 2006, Page 217283 (as amended from time to time, the "CC&Rs").

B. Declarant owns that certain real property located in the City of Prineville, Crook County, Oregon, legally described as follows (the "Annexed Property"):

Parcel 1, Partition Plat No. 2022-09, but excluding the land that is legally described as Tract A, IronHorse 2, Phase 1.

C. Pursuant to Partition Plat No. 2022-09, Declarant has adjusted the boundaries of Tract A, IronHorse 2, Phase 1 to include the Annexed Property so that together, Tract A and the Annexed Property are one legal parcel.

D. Declarant now 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.

NOW, THEREFORE, Declarant hereby declares that the Annexed Property shall be held, sold and conveyed subject to the CC&Rs, the Bylaws and the terms of this Declaration and that the easements, covenants, restrictions and charges contained in the CC&Rs, the Bylaws and herein 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 (and together with Tract A, IronHorse 2, Phase 1, to the extent not already annexed) 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. The Annexed Property together with the original Tract A, IronHorse 2, Phase 1 shall constitute a "Common Area" under the CC&Rs.

ARTICLE 3 USE OF ANNEXED PROPERTY

The Annexed Property, including Tract A, IronHorse 2, Phase 1, shall be used as open space. Declarant will convey the Annexed Property to the Association on or before the Turnover Meeting.

ARTICLE 4 AMENDMENTS

4.1 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 12.3 of the CC&Rs. Subject to the provisions of Sections 4.2 of this Declaration, and notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, modify, amend or repeal this Declaration at any time before the transfer of the Annexed Property to the Association, provided said amendment, modification, or repeal is in writing and properly recorded in the Official Records of Crook County, Oregon. Declarant further reserves the right at any time to amend this Declaration, or any amendment hereto, in order to correct scrivener's errors. In no event shall an amendment pursuant to this Section create, limit, or diminish Declarant's special rights without Declarant's written consent.

4.2 Regulatory Amendments. Notwithstanding the provisions of Section 4.1 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 5 MISCELLANEOUS PROVISIONS

5.1 Non-Waiver. Failure by the Association to enforce a covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.2 Construction; Severability. This Declaration and the CC&Rs shall be liberally construed as one document to effect the annexation of the Annexed Property to the Property. Nevertheless, each provision of this Declaration and the CC&Rs shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

5.3 Run with Land. This Declaration and the covenants, restrictions and changes described herein shall run with the land and shall be binding on the parties and any person acquiring any right, title, or interest in the Annexed Property.

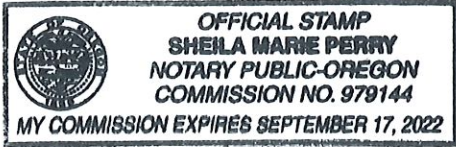
5.4 Recitals. The Recitals are incorporated into this Declaration as if set forth fully herein.

5.5 Termination. This Declaration shall terminate upon the termination of the CC&Rs in accordance with the terms thereof.

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

DECLARANT:

IRONHORSE DEVELOPMENT LLC,
an Oregon limited liability company



By: _____
Name: Jade Mayer
Title: Manager

STATE OF OREGON)
) ss.
COUNTY OF Deschutes)

March The foregoing instrument was acknowledged before me the 29 day of _____, 2022, by Jade Mayer, the Manager of IronHorse Development LLC, an Oregon limited liability company, on behalf of the company.

Sheila Marie Perry
Notary Public, State of Oregon
My commission expires: 9.17.22