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WHEREAS: Declarations, Restrictions, Protective Covenants, and Conditions for Sherwood Estates Deschutes County, Oregon were heretofore recorded with the original, recorded plat of Sherwood Estates Subdivision and,

WHEREAS: It is the desire and intent of Declarant subdividers to amend said Declarations, Restrictions, Protective Covenants, and Conditions for Sherwood Estates,

NOW THEREFORE: Be it hereafter and forever known that the following amended Declarations, Restrictions, Protective Covenants, and Conditions for Sherwood Estates take the place of, supplant, and replace in their entirety those original, recorded Declarations, Restrictions, Protective Covenants, and Conditions for Sherwood Estates.

DECLARATIONS, RESTRICTIONS
PROTECTIVE COVENANTS AND CONDITIONS

FOR

SHERWOOD ESTATES, DESCHUTES COUNTY, OREGON

This declaration made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarant":

WHEREAS: Declarant is the owner of certain real property in Deschutes County, Oregon, hereinafter referred to as "said property", more particularly described on Exhibit "A", attached hereto, and by reference incorporated herein, known as Sherwood Estate, the plat of which is on file in the office of the Clerk of Deschutes County, Oregon, and

WHEREAS: Declarant desires to subject said Property to certain protective covenants, conditions, restriction, reservations, declarations, and easements for the benefit of said Property and its present and subsequent owners as hereinafter specified and will convey title to said Property subject thereto.

NOW, THEREFORE, Declarant hereby declares that all of said Property is and shall be held and conveyed upon and subject to the declarations, easements, conditions, covenants, restrictions and reservations hereinafter set forth; all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Property. These declarations, easements, covenants, restrictions and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them; and also these declarations, conditions, covenants, restrictions, easements and reservations shall inure to the benefit of and be limitations upon all future owners of said Property, or any interest therein.

ARTICLE I
DEFINITIONS

Whenever used in this declaration, the following terms shall have the following meanings:

I DECLARATIONS

Bend Title Company

- 1) "Association" shall mean Sherwood Estates Property Owners Association, a voluntary unincorporated association whose membership is thereafter defined, its successors and assigns.
- 2) "Dwelling unit" shall mean a single-family residence.
- 3) "Member" shall mean every person or entity who holds membership in the Association by virtue of property membership.
- 4) "Owner" shall mean any person or entity having legal or equitable title to a lot or lots thereon in Sherwood Estates other than legal title held for purposes of security only.

ARTICLE II MEMBERSHIP

Every owner shall automatically be a member of Sherwood Estates Property Owners Association and ownership shall be the only requirement or qualification for membership. The act of transferring an owner's interest in said property shall automatically terminate the transferor's membership and entitle the transferee to membership. Transferor shall notify the chairman of the Association of any transfer.

ARTICLE III VOTING RIGHTS

Each owner/member of Sherwood Estates Property Owners Association shall be entitled to one vote per each lot in which he or she holds an interest. When more than one person holds such interest in any such lot, all such persons shall be members. The vote for each lot shall be exercised by the owners thereof as they, among themselves, determine, or if unable to agree, they may cast fractional votes proportionate to their ownership interest, but in no instance shall more than one vote be cast with respect to any one lot.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Obligation of Dues and Assessments.
The Declarant hereby covenants for all of said property, each owner of any lot by acceptance of a deed or contract of purchase therefor, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyances, is deemed to covenant and agree to pay to the Association: (1) Regular annual or other periodic dues, assessments, or charges, the amount of which and time of payment to be determined solely and exclusively by a simple majority vote of the members present at such meeting. (2) The regular dues, assessments, or charges, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessments is made. Each such assessment, together with such interests, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

2 DECLARATIONS

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of Sherwood Estates including but not limited to the maintenance of private roads.

Section 3. Annual Assessments. After consideration of current maintenance costs, insurance, and/or future needs of the Association, the Board of Directors may fix a regular flat assessment upon a monthly, quarterly, or annual basis. Any such assessment not paid within 30 days of the billing date shall be delinquent and in default.

Section 4. Quorum Necessary for Action. At a meeting called, by the Board of Directors in a manner they choose, of the members of Sherwood Estates Property Owners Association, the presence at the meeting of members or of proxies entitled to cast sixty per cent (60%) of all the votes of the membership shall constitute a quorum. If a quorum is not present at the meeting called, the Board of Directors shall declare itself a quorum, and all members of Sherwood Property Owners Association shall be bound by action taken officially by the Board of Directors.

Section 4a. Organization of Homeowners Association. The homeowners association shall adopt bylaws for the regulation of its business. Such bylaws shall provide for a minimum of three directors, and shall require written notice, sent by U.S. mail postage prepaid, first class, to all members of record not less than ten (10) days before the date of any annual or special meeting of members called by the Board of Directors. Bylaws shall further provide that the Board of Directors shall be required to call a meeting upon petition of those entitled to exercise 50% or more of the votes of the association.

Section 5. Commencement Date of Annual Assessments: Due Dates. All dwelling units shall be subject to the regular and special assessments provided for herein on the date specified by the Board of Directors. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent to every owner subject thereto.

Section 6. Effect of Nonpayment of Assessment: Remedies of the Association. Any assessments not paid as provided in Section 3 hereof shall be delinquent. Delinquent assessments shall bear interest from the billing date at the rate of ten (10%) percent per annum. The Secretary of the said Association shall file in the office of the County Clerk or appropriate recorder of conveyances of Deschutes County, Oregon, within thirty (30) days after delinquency, a statement of the amount of any such charges or assessments, together with interest aforesaid, which have become delinquent with respect to any lot in said property, and upon payment in full thereof, shall execute and file a property release of the lien securing the same. The aggregate amount of such assessments, together with interest, costs and expenses and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the lot with respect to which it is fixed from the date the note of delinquency thereof is filed in the office of said County clerk or other appropriate recording office, until the same has been paid or released as herein provided. Such

lien may be enforced by said Association in the manner provided by law with respect to liens upon real property. The owner of said Property at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements, including reasonable attorney's fees of the Declarant or of the Association, as the case may be, in enforcing such liens, all of which expenses, costs and disbursement and attorney's fees shall be secured by said lien, including fees on appeal, and such owner at the time such assessment is levied, shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon said Property or any part thereof. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage or trust deed, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and changes have been satisfied. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V RESTRICTIONS ON USE OF PROPERTY

Section 1. Each dwelling unit shall be used for residential purposes only in accordance with the plat of said Property. The following subsections shall control the construction, height, number of stories, garages and/or carports, and accessory buildings, foundations, and roofs.

- a) Stories: Two story plus basement
- b) Maximum height: Twenty-six feet from ground level
- c) Garage/carports: Attached or detached
- d) Accessory Buildings: To be approved by Architectural Control Committee
- e) Foundations and roofs: See below

No dwelling shall exceed two stories in height, and in all events subject to the approval of the Architectural Control Committee. The ground floor of a two-story dwelling shall be not less than 1,150 square feet of living space exclusive of open porches, decks, garages, and/or carports provided there is a total of 1,800 square feet or more of living area on all levels within the dwelling. Basements are not counted as a story. The floor area of constructed one-story dwelling units shall be not less than 1,150 square footage of living space exclusive of open porches, decks, garages, and/or carports. All dwelling units shall be placed on permanent foundations consisting of concrete, brick, pumice blocks, or stone masonry. All roofs of constructed dwelling units shall be cedar shingle, cedar shake, tile or of asphalt composition. Sheet metal dwelling roofs are not permitted.

Section 2. Partitioning. No parcel, or portion thereof shall be partitioned, divided or subdivided other than in accordance with the official plat of said Property.

Section 3. Setbacks. Setbacks shall be controlled by the official plat of said Property and Deschutes County ordinance. Any fences constructed shall harmonize with the surroundings and shall be further subject to any restrictions established by the Sherwood Property Owners Association. No structure shall be located nearer than twenty (20) feet to the front lot line abutting the roadway boundary line nor nearer than twenty (20) feet to any side lot line, nor twenty (20) feet to any rear lot line.

Section 4. Mobile Homes. Mobile or modular homes shall be permitted only upon approval of the Architectural Control Committee. No modular or mobile home shall be less than 1150 square feet in size, and shall be erected upon a continuous foundation. The Architectural Control Committee shall approve the placement of mobile or modular homes only upon a finding that the design, placement, color, exterior composition, and general external view of said mobile or modular homes harmonize generally with the style of architecture and the general surroundings within the development.

Section 5. Construction Period. For purposes of this section, construction period time shall begin on the date the building permit is issued. No more than 180 days construction time shall elapse for the completion of a permanent dwelling, and no travel trailer, motor home, garage, basement, tent, shack, or other out-buildings constructed or placed on any portion of said premises shall at any time be used as a residence beyond the 180 day construction time period.

Section 6. Trade or Business. No commercial, professional, noxious or offensive trade or business activity shall be carried on upon any parcel or dwelling, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Section 7. Dwelling Maintenance. Each dwelling unit and its improvements shall be maintained in a clean and attractive condition, in good repair and in such fashion as not to create a hazard. No property owner shall litter his property with wood, paper, equipment, metal objects, inoperative or unlicensed automobiles or vehicle parts, thus causing a visual disturbance to the continuity of the neighboring properties.

Section 8. Animal Control. No pigs, goats, cattle, sheep, or other livestock shall be permitted upon the premises. Household pets and horses of a number as not to cause unnecessary noise or noisome odors are permitted.

All owners of all pets and horses shall keep the same upon their own premises and shall not permit the same to wander upon the property of others or common property.

Section 9. Site Preparation. The cutting or removal of living trees will be permitted only where necessary for the construction of buildings or thinning for the beautification of the property.

Section 10. Screening Facilities. All garbage, trash, cuttings, refuse, garbage and refuse containers, fuel tanks, clothes lines, and other service facilities shall be screened from view from neighboring properties.

Section 11. Water Pond Indemnity. Water ponds are situated on Lot 1, Block 3 and Lots 1, 2, 3, 4, 11, 12, 13, 14, 15, 16, and 17, Block 2. Such ponds were created by excess irrigation water from the Central Oregon Irrigation District (COI). COI, may, at the continuing request of the owners of the above-mentioned lots, continue to allow excess water to drain into said ponds. Each owner of the above-mentioned lots does hereby indemnify and agree to save harmless the declarant herein, and COI, for any claim, demand, suit or action arising out of or in any manner connected with such pond, lack of water in the pond, or the escape of water from said point onto other person's lands. All of the lots described in this section shall be subject to an easement in favor of all other lots abutting the water pond for the purpose of irrigating said lots and the right to use any part of the water pond for recreational purposes.

Section 12. Architectural Control Committee. The Declarant owners of Sherwood Estates, Fred R. Hardin, W. Charlotte Hardin, and Wayne D. Bailey are and shall be the Architectural Control Committee. However, they may from time to time appoint a substitute control committee consisting of three members who are themselves owners of property in Sherwood Estates to function in their stead. The power to appoint or remove members from the Committee shall rest solely with either one of the Declarants, their heirs, personal representatives, or assigns, provided, that at such time as the Architectural Control Committee shall consist of three persons, none of whom are the declarants, said Architectural Control Committee shall then have the authority to appoint successors in case of death, disability, disqualification, or resignation of any member of such Architectural Control Committee. The purpose of the committee shall be to insure that all buildings and improvements constructed in Sherwood Estates shall be consistent with the overall plan for said Property. Purchases of lots in Sherwood Estates shall not commence constructing, building, or altering any improvements on their lot or commence excavation thereon until:

- a) The purchaser of any lot has submitted to one of the members of the Site Review Committee two sets of plans and specifications for any improvement in a form satisfactory to the committee, showing so far as is possible:
 1. The size and dimensions of the improvement.
 2. The exterior design.
 3. The exact location of the improvement on said lot.
 4. The location of driveways and parking areas.
 5. The exterior finishing.
 6. The scheme for drainage and grading.
- b) The Architectural Control Committee has approved the plans and specifications. Said Committee shall notify the lot purchaser in writing of any revisions that must be made to plans within thirty (30) days of receipt of same. If not so notified within that time period, the plans shall conclusively be deemed approved.

GENERAL PROVISIONS

1. **ENFORCEMENT.** Any owner, or the owner of any recorded mortgage upon any part of said Property, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and covenants.
2. **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five percent (75%) of the then record owners or fee simple title of the lots in said Property. All such amendments must be recorded in the appropriate Deed Records of Deschutes County, Oregon, to be effective.

4. NO RIGHT OF REVERSION. Nothing herein contained in this Declaration or in any form of deed which may be used by Declarant, or its successors or assigns, in selling said Property, or any part thereof, shall be deemed to vest or reserve Declarant any right of reversion or re-entry for breach or violation of any one or more of the provisions hereof.

5. BENEFIT OF PROVISIONS WAIVER. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, and the owner or owners of any portion of said Property, and their heirs and assigns, and each of their legal representatives, and failure by Declarant or by any of the property owners of their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so.

6. ATTORNEY FEES. Should suit or action be instituted to enforce any of the foregoing restrictions or covenants after written demand for the discontinuance of a violation thereof and any failure so to do, then whether said suit be reduced to decree or not, the owner seeking to enforce or to restrain any such violation shall be entitled to have and recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sum as the Court, including any appellate court, may adjudge reasonable as an attorney fee in such suit or action.

7. POWER LINE PROVISIONS. All deeds for property herein shall require subsequent owners to be responsible for providing extension of electric distribution lines pursuant to the then-current line extension policy of Pacific Power & Light Co. from its overhead primary system to interconnection with owner's service entry facilities.

IN WITNESS WHEREOF, the undersigned, the owner of all said property, has caused these presents to be executed this 14th day of August, 1980.

SHERWOOD ESTATES

By: Fred R. Hardin
Fred R. Hardin, Declarant

By: W. Charlotte Hardin
W. Charlotte Hardin, Declarant

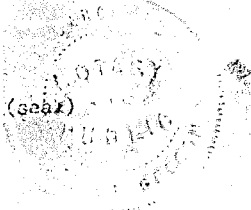
By: Wayne D. Bailey
Wayne Bailey, Declarant

STATE OF OREGON)
) ss
County of Deschutes)

Personally appeared the above-named Fred R. Hardin, W. Charlotte Hardin, and Wayne Bailey, Declarants, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me this 21st day of August, 1980.

Quida Carol Riddell
Notary Public for Oregon
My Commission Expires: 2-20-84



4878

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for record the 26 day of Aug A.D. 1980 at 8:00 o'clock A M. and recorded in Book 327 on Page 293 Records of Quida

ROSEMARY PATTERSON
County Clerk

By Amie Lubert Deputy