

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK

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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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**SECOND AMENDMENT TO AND RESTATED DECLARATIONS,
RESTRICTIONS, PROTECTIVE COVENANTS AND CONDITIONS FOR
TIMBER RIDGE, DESCHUTES COUNTY, OREGON**

This Declaration was originally made June 7, 1976, and recorded June 16, 1976, in Vol. 232, Pages 885-889 of the Deschutes County Deed Records.

Amendments to Articles V, VIII, and IX were approved January 18, 1986 at the annual meeting of the Association, by a favorable vote of more than 70% of Members.

The January 18 amendment was recorded in Vol. 120, Pages 1130-1132 of the Deschutes County Records, on April 1, 1986.

This amendment was approved in July 2001, by a vote of more than 70% of the members of the Timber Ridge Homeowners Association.

WHEREAS, Declarant is the owner of the certain real property in the County of Deschutes, State of Oregon, hereinafter referred to as "Property", more particularly described on the official plat of Timber Ridge, Deschutes County, Oregon, and

WHEREAS, Declarant desires to subject said property to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of said property and its present and subsequent owners as hereinafter specified, and will convey said property subject thereto,

NOW, THEREFORE, Declarant hereby declares that all of the said property is and shall be held and conveyed upon and subject to the 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 easements, covenants, restrictions,

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conditions, and reservations shall constitute covenants, to run with the land and shall be binding upon all persons having any right, title, or interest in the described property or in any part thereof, their heirs, successors, and assigns, and shall inure to each present and future owner thereof.

ARTICLE I
DEFINITIONS

As used in this Declaration, the following terms will be defined as follows:

- (1) "Association" shall mean TIMBER RIDGE HOMEOWNERS ASSOCIATION, a nonprofit corporation organized under the laws of the State of Oregon, its successors and assigns.
- (2) "Property" shall mean the above described property and any additions made thereto in accordance with Article II.
- (3) "Common Area" shall mean all of the above-described property except the numbered lots (Subject to Article IX, Section 4).
- (4) "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of said property (Subject to Article IX, Section 4).
- (5) "Member" shall mean every person or entity who holds membership in the Association.
- (6) "Owner" shall mean the recorded owner, whether one or more persons or entities, of fee simple title to any lot situated upon said property, or a contract purchaser if his record owner retains such title merely to secure an obligation. Owner does not include those having the interest merely as security for the performance of an obligation.
- (7) "Declarant" shall mean and refer to J. L. Ward Construction Co., an Oregon corporation, its successors and assigns.

ARTICLE II
ADDITIONS

At any time before January 1, 1981, Declarant shall have the right to bring within the scheme of this Declaration additional properties if such properties are in accord with the general plan of development of TIMBER RIDGE. Such additions shall be made by filing of record a Supplement Declaration with respect to such additions.

ARTICLE III
MEMBERSHIP AND VOTING

Section 1. MEMBERSHIP: Every owner of a lot which is subject to an assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. If a lot owner sells the lot by contract of sale, upon written notification to the Association, the lot owner's membership shall terminate and the contract purchaser's membership shall commence.

Section 2. VOTING: Every owner (except Declarant) of a lot which is subject to an assessment shall have one vote for each lot owned. Declarant shall have two votes for each lot owned by it until January 1, 1981; after said date Declarant shall have one vote for each lot owned by it.

ARTICLE IV
PROPERTY RIGHTS

Section 1. EASEMENT: Every member shall have a right and easement of enjoyment in and to the Common area and such easement shall be appurtenant to and shall pass with the title to every lot. The easement herein granted shall be subject to the rules and regulations of the Association and subject to Article IX, Section 4.

Section 2. DELEGATION: Any member may delegate, subject to the rules and regulations of the Association, his right of enjoyment to the Common Area to the members of his family, his guests, or his tenants.

Section 3. ASSOCIATION EASEMENT: The Association shall have an easement for maintenance of each lot

excepting that portion of the lot which is occupied by a structure.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section 1. CREATION OF LIEN: The Declarant for each lot which it owns, hereby covenants, and each owner of any lot by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Association the following:

(a) Annual maintenance and utility assessments or charges, and

(b) Special assessments for capital improvements. The assessments will be established and collected by the Association. The annual and special assessments, together with interest, costs, and reasonable attorney's fees incurred in the collection thereof shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. In addition, such charges shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. PURPOSE: The annual assessments shall be used exclusively to promote the recreation, health, safety and welfare of the members and for the improvement and perpetual maintenance of the described property and the homes situated thereon. Without limiting the generality of the foregoing, it is understood that the annual assessment will include charges for Common Areas such as road maintenance, grass watering and cutting, insurance and real property tax charges, as well as individual utility assessments such as sewer, water, garbage, etc.

Section 3. MAXIMUM ANNUAL ASSESSMENT: Prior to January 1, 1977 the maximum annual assessment shall not exceed \$350. Thereafter, it may be increased by ten percent (10%) per year by the Board of Directors of the Association. Any increase in excess of 10% of the previous year's maximum allowable assessment must be approved by two-thirds of the votes entitled to be cast.

Section 4. SPECIAL ASSESSMENT: All special assessments proposed by the Association must be approved by two-thirds of the votes entitled to be cast.

Section 5. UNIFORMITY: After all lots have been sold to individual homeowners, all assessments must be fixed at a uniform rate for all lots unless an assessment relates exclusively to one or more lots. In the latter event the individual lot or lots may be charged.

Section 6. COMMENCEMENT OF ASSESSMENT: The annual assessments provided for herein shall commence on the first day of the month following the conveyance of the Common Area to the Association by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount and payment dates for each annual assessment prior to the commencement of the assessment period.

Section 7. COLLECTION: Assessments are due by the fifteenth of each month. The Association shall use any legal means available to it for collection of delinquent assessments. If payment is not received within 15 days of the due date, a \$10 late charge per month, for each monthly assessment, will be charged to each homeowner for delinquent assessments, unless prior alternative arrangements are requested of, and approved by, the Association. Continued failure to remit assessments may result in discontinuation of water/sewer service.

Section 8. SUBORDINATION: The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of any previously recorded mortgage or trust deed placed upon said property. 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 previously recorded mortgage or trust deed, pursuant to a decree of foreclosure under such mortgage or trust deed or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which become due prior to such 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 charges have been satisfied. No sale or transfer pursuant to a decree of foreclosure or any proceedings in lieu thereof shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI
RESTRICTIONS ON USE OF PROPERTY

Each lot will be subject to the following restrictions:

Section 1. Each lot shall be used for residential purposes only.

Section 2. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Section 3. No living tree 6 inches or more in diameter at the base shall be cut down without the written consent of the Association. No major trimming of native trees shall be permitted without written permission of the Architectural Committee. Both tree removal and tree trimming shall be governed in accordance with the adopted policies of the Board and Architectural Committee.

Section 4. No animals other than domestic household pets shall be kept on any part of said property. Should any domestic household pet deposit solid waste on any lot, including that of its owner, or in the common area, the owner of the pet shall have the responsibility of removing the excrement.

Section 5. No materials such as firewood, building materials, ladders, refuse, or garbage containers shall be stored outside the structure. No outside clotheslines or outside drying of laundry will be permitted.

Section 6. Each lot and its improvements shall be maintained in a clean and attractive condition in good repair and in such fashion as not to create a fire hazard, and in compliance with the regulations of the Association. The

mowed lawn area around each home is maintained by the Association. It is the homeowners' responsibility to maintain the rest of their property free of noxious weeds, pine needles and pinecones. Removing pine needles from roofs and decks is especially important because of the fire hazard they create.

Section 7. Only licensed and registered vehicles, other than golf carts, may be operated on the property. No other vehicle may be operated on the property without prior approval of the Association.

Section 8. No mobile homes, travel trailers, boats, boat trailers, pickup campers or other recreational vehicles may be stored or parked outside on any lot longer than 48 hours without prior approval of the Association.

Section 9. After the adoption date of this amendment, no fences, dog runs or kennels are permitted to be built on any lot.

Section 10. No signs of any type are permitted on Common Areas. In the case of a house sale, an Open House sign will be allowed at the entrance to Timber Ridge for 48 hours. House for Sale signs will be allowed on the lot of the house for sale only.

Section 11. No roofing materials other than Class 1 wood shingles, shake, flat tile or 40 year composition shingles will be permitted.

Section 12. To ensure compliance with the provisions of this Article, an annual inspection of each home site will be conducted in June of each year by the Board of Directors of the Association or its authorized Architectural Review Committee. Homeowners not in compliance will be provided written notice of the specific nature of any area of non-compliance that needs to be corrected and will have 60 days to effect the correction before the provisions of Article IX, Section 1, will be invoked by the Association.

ARTICLE VII
RULES AND REGULATIONS

The Board of Directors of the Association may from time to time adopt rules, regulations and penalties for violation of the rules and regulations. The rules, regulations and penalties shall be binding upon the members of the Association.

ARTICLE VIII
ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, color, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding structures, topography, and plans for landscaping by the Board of Directors of the Association or its designated committee. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with, it being the intention of the Article that the Board or said Committee shall have full control not only of structures but landscaping and maintenance of individual lots.

ARTICLE IX
GENERAL

Section 1. ENFORCEMENT: The Association, or 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, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration and the Rules and Regulations enacted pursuant to Article VII hereof. Failure by the Association or by any Owner, to

enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs and reasonable attorney's fees incurred in the enforcement thereof shall be the obligation of the party in violation thereof and shall constitute a continuing lien upon the property whose owner is in violation. If any owner constructs or permits to be constructed on his property any improvement or allows the condition of his property to violate any provision of the Declaration, the Association may initiate legal action to compel compliance and/or remove said violation. All costs incurred in such action, including reasonable attorney fees shall become the personal obligation of the owner who is in violation and shall be a continuing lien upon owner's property until paid.

Section 2. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 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 Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they will be automatically extended for successive periods of ten (10) years. Any of the covenants and restrictions of this document may be amended during the first twenty (20) years from the date recording this Declaration by an instrument signed by the Board of Directors of the Association. The Board of Directors will execute and record the required instrument if seventy percent (70%) of the members of the Association vote to amend; thereafter the required vote shall be reduced to sixty-five percent (65%).

Section 4. SUBSTITUTION OF COMMON AREAS: At any time prior to January 1, 1981, Declarant shall have the right to make minor modifications of lot lines between the numbered lots and adjacent common areas, provided Declarant has

first obtained the approval of the Association and provided further that on January 1, 1981, the total common area shall be no less than the total common area shown on the official plat of Timber Ridge. Any area or areas adjusted in accordance with the terms of this paragraph shall be treated as if they had been originally platted in the manner as adjusted.

SIGNED by all the members of the Board of Directors of the Timber Ridge Homeowners Association:

Paul Frase
Nana Staples
Carolyn Dressler
Maria Cyphre
William L. Gardan

Subscribed and sworn to before me: November 12, 2001

Nancy I Barnett
Notary Public for Oregon

Deschutes County

exp 4/21/03

