

89-12579

PROTECTIVE COVENANTS, CONDITIONS, DECLARATIONS AND RESTRICTIONS

for

WOODRIVER VILLAGE

Deschutes, County, Oregon

TO: The Public

ARTICLE I: DEFINITIONS

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

1. "Dwelling Unit" and "Garage" shall include both the main portion of any structure intended to be occupied by one family as a dwelling and all projections therefrom but shall not include the eaves of such structures, nor uncovered front porches or steps.

2. "Association" shall mean Woodriver Village Homeowners Association, a non-profit corporation organized under the laws of the State of Oregon, its successors and assigns.

3. "Said Property" shall mean and refer to that certain real property hereinafter described and such additions thereto as may hereafter be brought within the jurisdiction of the Association by recorded Declarations in the manner hereinafter set forth.

4. "Common Area" shall mean all real property and appurtenances thereto, now or hereafter owned by the Association for the common use and enjoyment of the members of the Association.

5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of Common Areas and to any parcel of said property under one ownership consisting of a portion of one or more of such lots and/or contiguous portions of two or more contiguous lots and upon which a dwelling has been constructed and occupied.

6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

7. "Owner" shall mean and refer to the record owner (including contract sellers), whether one or more persons or entities, of all or any part of said property, excluding those having such interest merely as security for the performance of an obligation.

8. "Building Site" shall mean and refer to a lot or to any parcel of said property under one ownership which consists of a portion of one of such lots or contiguous portions of two or more contiguous lots if a building is constructed thereon.

9. "Set Back" means the minimum distance between the dwelling unit or other structure referred to and given street or road or lot line.

ARTICLE II: MEMBERSHIP

Every person or entity who is a record owner (including contract sellers) of a fee or undivided fee interest in any Dwelling Unit, Lot or Building Site located upon any part of said property shall, by virtue of such ownership, be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any such Dwelling Unit, Lot, or Building Site made subject to the jurisdiction of the Association. Such ownership shall be the sole qualification for membership, and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

ARTICLE III: VOTING RIGHTS

Voting members shall be all those Owners as defined in Article I. Members shall be entitled to one vote for each Dwelling Unit, Lot, and Building Site in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Dwelling Unit, Lot, or Building Site, all such persons shall be members. The vote for such Dwelling Unit, Lot or Building Site shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any one Dwelling Unit or Lot. The vote applicabel to any of said property being sold under a contract of purchase shall be exercised by the contract vendor unless the contract expressly provides otherwise.

ARTICLE IV: PROPERTY RIGHTS

SECTION 1 - MEMBER'S EASEMENTS OF ENJOYMENT: Every member of the Association 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 assessed Lot; subject, however, to the following provisions:

A) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said Common Areas facilities for such purposes and the rights of any mortgages in said properties shall be subordinate to the rights of the homeowners hereunder.

B) The right of the Association to suspend any member's voting rights.

C) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, utility, or member for such purposes and subject to such conditions as may be agreed to by the members. No such condition or transfer shall be effective unless an instrument signed by the majority of the membership voting is sent to every member not less than thirty (30) days nor more than ninety (90) days prior to such dedication or transfer.

D) The right of the Directors of the Association to promulgate reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of such Common Areas by the members of the Association without unduly infringing upon the privacy or enjoyment of the owner or occupant of any of said property, including, without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property during certain times, and reasonable regulations and restrictions regarding parking.

SECTION 2 - DELEGATION OF USE: Any member may delegate, in accordance with the rules and regulations adopted from time to time by the Directors, his right of enjoyment to the Common Areas and facilities to members of his family, his tenants, or contract purchasers, providing they reside on the property.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENT

SECTION 1 - CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: The Association hereby covenants for all of said Property, and each Owner of any Dwelling Unit, Lot, or Building Site by acceptance of a deed or contract or purchase therefor, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association: (1) Regular annual or other regular periodic assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, 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 each such assessment is made. Each such assessment, together with such interest, cost and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid.

SECTION 2 - PURPOSE OF ASSESSMENT: The assessments levied by the Association, shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in said property and in particular for the improvement and maintenance of said property, any Common Areas, the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the Dwelling Units situated upon said Property and including, without being limited thereto, the payment of taxes and insurance on all or any part of said property.

SECTION 3 - BASIS AND MAXIMUM ASSESSMENTS: Effective July 1, 1984, dues are five dollars (\$5.00) per month.

A) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix a regular flat assessment upon a monthly, quarterly, or annual basis at an amount not in excess of the maximum specified above.

B) If any Owner should fail to keep and maintain properly the exterior of any building or lot or the exterior of any common or other area of said property Owner or maintained by said Owner in good condition, or if any part of said property becomes damaged or destroyed, then the Association, after giving said Owner reasonable written notice (by Certified or Registered mail with return receipt requested, quoting a copy of this paragraph), may enter upon said property and perform said maintenance and assess the reasonable cost thereof to said Owner, such assessment shall be added to the regular assessment and become a lien and enforceable in the same manner. Disputes concerning the enforcement of this provision and the necessity of such maintenance or replacement shall be arbitrated by an arbitrator to be mutually agreed upon by the parties, or if the parties are unable to agree, then as appointed by the Circuit Court of the State of Oregon for Deschutes County or other court of appropriate jurisdiction.

SECTION 4 - SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction,

unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that, except for repairs or replacements, any such assessment for structural alterations, capital additions, or capital improvements reflecting an expenditure of in excess of \$500 shall require the assent of a majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

SECTION 5 - UNIFORM RATE OF ASSESSMENT: Both regular periodic flat charges and any special assessments (except those levied pursuant to Paragraph 3-B above, must be fixed at a uniform rate for all Dwelling Units, Lots, and Building Sites and may be collected on an annual, quarterly or monthly basis in the discretion of the Directors; except that assessments may be levied applicable to some Lots only with prior consent by the Owners of such Lots if such procedure is considered equitable in the discretion of the Board in order to construct facilities to be available only to the members desiring to pay for the cost thereof.

SECTION 6 - COMMENCEMENT OF ANNUAL ASSESSMENTS (Due Dates): All Dwelling Units, Lots, and Building Sites upon which buildings have been constructed shall be subject to the annual or monthly assessments provided for herein on the first day of the month following the date the designated park or recreation facilities are available for use by the members. The first regular assessment shall be adjusted according to the number of months remaining in the calendar year but in no event shall an assessment be levied for a period in which a Lot was not accessible from a paved street or roadway to an improved public street. 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. The due dates shall be established by the Board of Directors. The Association shall upon demand at any reasonable time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a special Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 7 - EFFECT OF NONPAYMENT OF ASSESSMENTS (Remedies of the Association): Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to a \$2.50 service charge per month from the date of

delinquency. The Secretary of the said Association shall file in the office of the Director of Records, County Clerk, or appropriate recorder of conveyances of Deschutes County, State of Oregon, within six (6) months after delinquency, a statement of the amount of any such charges or assessments, together with service charges as aforesaid, which have become delinquent with respect to any Dwelling Unit, Lot, or Building Site on said Property and upon payment in full thereof, shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessments, together with service charges, costs and expenses, and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the whole Dwelling Unit, Lot, or Building Site (including any undivided interest in common elements of any Dwelling Unit, Lot, or Building Site in any condominium), with respect to which it is fixed from the date the note of delinquency thereof is filed in the office of said Director of Records, 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 expense, costs, and disbursements including reasonable attorney's fees of the Association, as the case may be, of processing and if necessary, enforcing such liens, all of which expense, costs and disbursements 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 of the Common Areas or abandonment of his Dwelling Unit, Lot, or Building Site.

SECTION 8 - SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the 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 of any part thereof. Sale or transfer of any Dwelling, Lot, or Building Site, or any other part of said property shall not affect the assessment lien. However, the sale or transfer of any Dwelling Unit, Lot, or Building Site which is subject to any mortgage, 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 net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Dwelling Unit, Lot, or Building Site from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 9 - EXEMPT PROPERTY: The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties expressly dedicated to and accepted by a local public authority; (b) any Common Areas; (c) all other properties owned by the Association. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE 6 - EXTERIOR MAINTENANCE

SECTION 1 - MAINTENANCE OF COMMON AREAS AND EXTERIOR MAINTENANCE: The Association shall maintain or provide for the maintenance of the Common Areas, and in addition, the Association may, if it so desires, provide exterior maintenance upon and for each Lot subject to assessment hereunder, including, without being limited to, the following: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, landscaped areas, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In the event that the need for such maintenance or repair is caused through the willful or negligent act or omission of the Owner, his family, tenants, guests, or invitees the cost of such maintenance or repairs may, in the discretion of the Directors, be added to and become a part of the assessment to which such Lot is subject and a lien, and enforceable in the same manner. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes other than normal wear from use and the elements shall be the responsibility of each Owner and not included in any maintenance provided by the Association. Each Owner shall be responsible for maintaining and keeping in good order and repair the interior of his own Dwelling Unit.

ARTICLE VII: PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the real property and shall be for the benefit of and limitations upon all present and future Owners of said property or any interest therein:

1. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of said property; except dogs, cats, or other household pets provided that such household pets are confined to Owners property and are not kept, bred, or maintained for any commercial purpose.
2. No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a

sanitary container. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition.

3. No noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No trailer, camper/truck, tent, garage, barn shack, or other out-building shall at any time be used as a residence on any part of said property.

5. Parking junk cars or other unsightly vehicles, shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, and no portion of same may project beyond the enclosed area.

6. It shall be the obligation of each Owner of any Lot or Building Site to keep and maintain the same, and any building now or hereafter located thereon, in proper condition, including the area between his property line and the improved portion of any abutting public curb or street, including sidewalks, if any, through an association of homeowners or otherwise, and to keep and maintain in good condition any common area owned by any such service association or other association.

7. No Owner shall remove or otherwise alter any plant or tree or any landscaping or improvement in any Common Area or in any recreational area without the written consent of the Executive Board.

8. The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans and specifications for the improvement or other matters herein provided for have been approved, and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing, or insuring title to said property, or any portion thereof, or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration. After the expiration of one year following the issuance of a building permit therefor by municipal or other governmental authority; any structure, work, improvement or alteration shall, as to any purchaser of encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed

to be in compliance with all the provisions hereof, unless a notice of non-compliance executed by the Association shall have appeared of record in the office of the County Clerk of Deschutes County, State of Oregon, or unless legal proceedings shall have been instituted to enforce completion or compliance.

ARTICLE VIII: EASEMENTS

All conveyances of land situated in the said property, made by the Association and by all persons claiming by, through, or under the Association, shall be subject to the foregoing restrictions, conditions and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over and across and under all Common Areas and over, across and under all land situated within five (5) feet of the side and rear lines of each Lot or Building Site now or hereafter recorded or platted or conveyed by recorded instrument in said property (except that the side and rear line easement shall be ten (10) feet along the perimeter of this subdivision), and excepting any portion of said property which may now or hereafter be occupied by a residence shall not thereafter be subject to any easement not theretofore applied to use, for the purpose of building, construction and maintaining thereon underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio or television cables and other services now or hereafter commonly supplied by public utilities or municipal corporations, all of said easements shall be for the benefit of all present and future owners of property subjected to the jurisdiction of the Association by covenants and restrictions recorded and approved as hereinabove provided; said easements however shall not be unrestricted, but shall be subject to reasonable rules and regulations governing rights of use as adopted from time to time by the Directors of the Association in the interests of securing maximum safe usage of said property without unduly infringing upon the rights or privacy of the Owner or occupant of any part of said property. Provided further that if any two or more lots or fraction of one or more lots shall be developed for one building as a single tract or building site, then said easements shall thereafter be located on the area within five (5) feet of the side and rear lines of said building site, then subject to the approval of the Association, such easement may be relocated, but any expense involved in moving any sewer or storm lines or other utility lines shall be borne by the Owner or the lot or building site, the development of which requires movement of such lines; and a further mutual and

reciprocal easement for sidewalk purposes is granted and reserved over and across the front ten (10) feet of each lot in said property, and all Common Areas in said property, for the purpose of constructing and maintaining and repairing sidewalks for the benefit of the residents of said property, their tenants and guests, subject however, to rules and regulations reasonably restricting the right of use thereof for the safety and welfare of the public as may be promulgated from time to time by the Association and/or public authority. A corner lot shall be considered to have two front sides for purposes of this sidewalk easement. The "front" of a lot shall be deemed to be only that portion of a lot abutting a public street or highway.

ARTICLE IX: GENERAL PROVISIONS

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. 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.

SECTION 2 - SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way effect any other provisions which shall remain in full force and effect.

SECTION 3 - BENEFIT OF PROVISIONS (waiver): The provisions contained in this Declaration shall bind and insure to the benefit of and be enforceable by the Association, the Owner or Owners of any portion of said property, their heirs and assigns, and each of their legal representatives and failure by the Association or by any of the property owners or 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.

SECTION 4 - RESPONSIBILITY: The owner(s)- member shall be responsible for the conduct of tenants, guests or invitees.

SECTION 4 - ASSIGNMENT BY THE ASSOCIATION: The covenants and by-laws of Woodriver Village are hereby sealed and may only be revised and/or amended by vote requiring a simple majority of those qualified members voting.

IN WITNESS WHEREOF, we, the Executive Board of Woodriver Village have hereunto caused these presents to be executed this 24th day of April, 1989.

Dated this 26th of May, 1989.

CORPORATE SEAL OF WOODRIVER VILLAGE



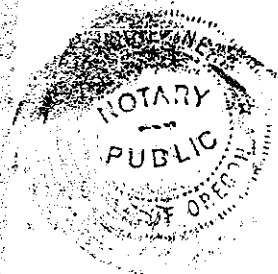
Secretary

Alvin F. Loggan

5-26-89
Date

State of Oregon)
County of Deschutes }

On this 26 day of May, 1989, personally appeared Alvin F. Loggan
and acknowledged the foregoing instrument.



Sumner Neal
Notary
My Commission Expires 7-30-89

185 - 0261

BY: M. Egan DEPUTY
NO. 89-12579 FILE 60-
DESCHUTES COUNTY OFFICIAL RECORDS

✓ Wood River Village Homeowners Assoc.
P.O. Box 464
Bend, Or 97709