

92-08988

PURSUANT TO AND IN ACCORDANCE WITH ARTICLE 22 OF THE BUILDING AND USE RESTRICTIONS FOR CINDER BUTTE ESTATES WEST, FIRST ADDITION, ADOPTED AND RECORDED WITH THE CLERK OF DESCHUTES COUNTY FEBRUARY 7TH 1976 AS VOLUME 227 PAGES 969 & 973, THE FOLLOWING AMENDMENTS ARE MADE AND AFFRIMED BY THE FOLLOWING SIGNATURES OF TWO THIRDS OF THE OWNERS OF THE PARCELS IN CINDER BUTTE ESTATES WEST, FIRST ADDITION ON March 26, 1992

_____. THE ABOVE AMENDED BUILDING AND USE RESTRICTIONS ARE HERE BY DULY PRESENTED FOR RECORDING BY THE BOARD OF DIRECTORS ON March 26, 1992.

PRESIDENT Marvin M. Young

VICE PRESIDENT Rug Spin

SECRETARY/TREASURER Jana Ballant

FIRST ADDITION
CINDER BUTTE ESTATES WEST

<u>DEED NAME</u>	<u>ADDRESS</u>	<u>TAX LOT</u>
JOHN KRAKOW	2680 NW LYNCH CT. REDMOND ORE 97756	00500 <i>John P. Krakow</i>
MARVIN YOUNG	6405 NW 25TH REDMOND ORE 97756	00600 <i>Marvin M. Young</i>
MONTE MURPHY	6505 NW LYNCH LN. REDMOND ORE 97756	00700 <i>Monte Murphy</i>
GREG SPICER	2594 NW LYNCH LN. REDMOND ORE 97756	00800 <i>Greg Spicer</i>
HOWARD LYSNE	2673 NW LYNCH CT. REDMOND ORE 97756	00900 <i>Howard Lysne</i>
ROBERT FREUND	2663 NW LYNCH LN. REDMOND ORE 97756	01000
JIM GALLANT	2597 NW LYNCH LN. REDMOND ORE 97756	01100 <i>J. Gallant</i>
LARRY SCHUBERT	10225 NW OAK LN. REDMOND ORE 97756	01200
ROBERT JOHNSTON	6861 NW 25TH LN. REDMOND ORE 97756	01300 <i>Robert Johnston</i>
DANIEL SALZBERG	2525 MARDEL WAY PALO ALTO CAL 94043	01400
BRUCE NEWGARD	1615 ASPEN ST. LAKE OSWEGO ORE	01500
GARY TRENT	6858 NW 25TH LN. REDMOND ORE 97756	01600 <i>Deloral Trent</i>
JACK KOPP	NW 25TH LN. REDMOND ORE 97756	01700 <i>Jack Kopp</i>
MARY HAYDEN	PO BOX 999 REDMOND ORE 97756	01800 <i>Mary Hayden</i>
LEONARD KAY	6666 NW LYNCH LN. REDMOND ORE 97756	01900 <i>Leonard Kay</i>
		02000
KEVIN GROSHONG	PO BOX 1242 REDMOND ORE 97756	02100 <i>Kevin Groshong</i>
VERNON ENGLAND	PO BOX 70540 EUGENE ORE	02300
TODD GALLANT	NW LYNCH LN. REDMOND ORE 97756	02400 <i>Todd Gallant</i>
John P. Krakow	6558 NW Lynch Ln REDMOND ORE 97756	02200 <i>Lawrence Harris</i>
JAMES SALYER	2741 NW LYNCH LN. REDMOND ORE 97756	01100 <i>James L. Salyer</i>
ROD RIST	PO BOX 782 REDMOND ORE 97756	03000 <i>Rod Rist</i>
COSENTINO Robert	6460 NW 30th Redmond Ore. 97756	03100
Kenneth W. Roberts	2786 NW LYNCH CT. REDMOND ORE 97756	03200 <i>Kenneth W. Roberts</i>
LERROY SASSE	23800 NE OLD YAMHILL RD. NEWBERG ORE 97132	03300
SPENCER SHEPHERD	2790 NW LYNCH LN. REDMOND ORE 97756	03400 <i>Spencer Shepherd</i>
CRAIG EMERSON	2987 NW LYNCH LN. REDMOND ORE 97756	03700 <i>Kathy A. Emerson</i>
LOREN BURGER	6744 NW MONTGOMERY REDMOND ORE 97756	03800 <i>Margi Burger</i>
ROBERT HORN	6510 NW 30TH REDMOND ORE 97756	02900 <i>Robert Horn</i>
JAMES CLEMENS	2801 NW LYNCH LN. REDMOND ORE 97756	03500 <i>James Clemens</i>
FRED BALDWIN	2821 NW LYNCH LN. REDMOND ORE 97756	03600 <i>Fred Baldwin</i>

BUILDING AND USE RESTRICTIONS
FOR
CINDER BUTTE ESTATES WEST
FIRST ADDITION

The subdivision known as "Cinder Butte Estates West First Addition," Oregon, in order to provide for the orderly development of said subdivision, does hereby, by these presents, subject said subdivision, and the whole thereof, to the following building and use restrictions:

1. LAND USE AND BUILDING TYPE: All lots are restricted to residential use and to single family dwellings. There shall be no more than one detached single family dwelling erected, altered, placed or permitted to remain on any lot.

No trailer, tent, shack or other structure shall be erected, altered, placed or permitted to remain on any lot or lots other than one single dwelling, and a private attached garage. Other outbuildings incidental to residential use may be allowed by approval of the Architectural Committee for storage of vehicles, boats and trailer. A suitable constructed building not to exceed 500 square feet in area and not to exceed one story in height, may be erected for servants and/or guest quarters subject to approval of the Architectural Committee. No trailer, basement, tent, shack, garage or other type of building shall at any time be used as a residence either temporarily or permanently nor shall any structure of a temporary character at any time be used as a residence either temporarily or permanently. No building or any part thereof shall be erected, maintained or used on said premises for apartments, manufacturing or commercial purposes. No building shall be moved on any lot unless it meets the requirements herein set forth and is approved by the Architectural Committee. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. Parking of heavy duty vehicles on lots or streets shall be deemed a nuisance. The use of snowmobiles or motorcycles or other powered vehicles is expressly forbidden in, to or on common area, and lots. Such vehicles must be either stored or screened from sight.

2. DWELLING SIZE: Any dwelling shall contain a minimum of 1200 square feet of enclosed floor area. The words enclosed floor area as used herein shall mean and include in all cases area enclosed and finished for all year occupancy and shall not mean or include any areas in utility rooms, basements, garages, porches or attics, provided, however, that certain interior areas above the first floor need not be immediately finished for occupancy if the residence is so designed and built that such areas can be finished at later date without any structural changes being made in the exterior of the residence. Architectural control committees hereby reserves the right to reduce any of the floor area requirements set forth above, provided such total reduction for any one residence may not exceed 10 % of such minimum floor areas requirements for such residence.

3. BUILDING HEIGHT: In order to insure maximum view from adjacent lots, the Architectural Control Committee will determine the allowable height on each lot. It is expected certain lots will be limited to one story.

4. SETBACKS: Setbacks must conform to minimum requirements of Deschutes County, and must, within reason protect the view and privacy of the neighbors.

5. BUILDING COMPLETION LIMITATION: Construction of any dwelling upon any lot shall be completed, including exterior decoration within one (1) year from the date of the start of such construction.

6. FENCES AND LANDSCAPING: Fences shall be constructed of all new material unless they are of the rustic split rail design. Wood rail with treated post are encouraged. No fences, hedge, walk or barrier located on a building site shall have a height greater than six feet above the finished grade surface on which located. No shrub, tree, hedge, fence, wall or barrier shall be placed, located or erected so as to restrict the view or outlook of any lot owner in the Cinder Butte Estate West First Addition. Fences must be kept in good repair and presentable condition at all times.

7. STORAGE: Stored firewood, garbage cans, hanging or drying clothes, boats, camp trailers, snowmobiles, motorcycles or any vehicles that are in the process of being overhauled shall be screened from view if reasonably possible. Dumping of trash will be prohibited.

8. WIRES AND LINES, ETC.: All outside power, electric, television, phone or similar wires, cables or lines of whatsoever kind or description running from terminals, splice boxes, transformers or any junction of whatsoever kind or description to any building or structure shall be located beneath the surface of the ground on all lots in the subdivision. Temporary overhead wires may be used until necessary underground utility is installed.

9. SWIMMING POOLS: Swimming and wading pools may be constructed on any lot or lots provided setback lines are observed as herein set forth.

10. SEPTIC TANK SYSTEMS: All systems are required to be installed by State of Oregon licensed septic system contractors, and in accordance with OAR Chapter 333 and in accordance with the design approved for Cinder Butte Estate West First Addition.

11. TREES: An owner shall neither remove from a lot any tree without first obtaining approval from the Architectural control committee.

12. MAIL OR NEWSPAPER BOXES: All such receptacles must meet Postal standards and be kept in good repair.

13. SIGNS: No signs or other advertising device shall be erected or maintained upon any part of the said property; except that A) for sale or rent, may be erected, a sign not to exceed 18" X 24". The association may limit the number of for sale signs in any given area. In such instances, signs will be allotted on a just equitable basis. B) Declarant may erect and maintain on said property such buildings and advertising devices as he deems necessary and proper in connection with the conduct of his operations for the development, improvement, subdivision and sale of said property.

14. DESIGN, COLOR, AND USE OF MATERIAL: The external design of the residences in Cinder Butte Estates West First Addition are expected to harmonize with each other. All outbuildings and garages are to be of the same design and materials as the residences. Architectural Control Committee must approve all exterior colors for all residences. Exterior lighting must be controlled so as not to disturb residents of adjacent property. Roll roofing and/or corrugated roofing shall not be allowed. Other roofing materials shall be of a harmonizing color and be approved by the Architectural Control Committee.

15. EXTERIOR AIR CONDITIONING AND HEATING SYSTEMS: All exterior air conditioners or heating units must be installed with approval by the Architectural Control Committee. The noise factor and appearance shall be of prime importance in determining whether or not such exterior units should be approved.

ARTICLE XV

GENERAL PROVISIONS: 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. If any owner constructs or permits to be constructed any improvement on his property which will violate any provision of this Declaration, The Association may, no sooner than 60 days after delivery to such owner of written notice of the violation, enter upon the offending property and remove the cause of such violation, or alter, repair, or change the item which is in violation of such declaration in such manner as to make it conform thereto with the reasonable cost of such action to be charged against the owner's land.

SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

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 in declarant or the association any right of reversion or reentry for breach of violation of any one or more of the provisions hereof.

WAIVER: Benefit of provisions, waiver; the provisions contained in the declaration shall bind and inure to the benefit of and be enforceable by declarant, the Association, 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 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.

In Witness Whereof, Cinder Butte Estates West First Addition, has, by authority of its Board of Directors, caused this instrument to be executed by its Secretary, the day and year first written above.

By: James A. Gallant
Secretary

PERSONALLY APPEARED JAMES A. GALLANT, WHO, BEING SWORN, STATED THAT HE IS THE SECRETARY OF CINDER BUTTE ESTATES WEST FIRST ADDITION.

BY LAWS OF ASSOCIATION
OF
CINDER BUTTE ESTATES WEST FIRST ADDITION
PROPERTY OWNER'S ASSOCIATION

ARTICLE I

NAME AND PURPOSE

SECTION I

This Association shall be called; CINDER BUTTE ESTATES WEST FIRST ADDITION PROPERTY OWNER'S ASSOCIATION.

SECTION II

The purposes and objects of this Association shall be to enforce the covenants, conditions and restrictions, and other concerns of CINDER BUTTE ESTATES WEST FIRST ADDITION, DESCHUTES COUNTY, OREGON, for the benefit of members of the Association who have purchased parcels therein.

ARTICLE II

SECTION I

All owners of a parcel of property within the above described development shall automatically become members of this Association, and shall receive a copy of the by laws and building and use restrictions and evidencing membership. Any person purchasing any parcel within said area under an agreement of sale and/or land sales contract shall be deemed the owner of said parcel for the purposes hereunder. Joint owners of any parcel shall be entitled to one membership.

ARTICLE III
FEES AND DUES

SECTION I

Dues shall be such amount per month as may be determined by membership, and as needs are identified.

ARTICLE IV
MEMBERSHIP MEETINGS

SECTION I MEETINGS

Membership meetings shall be called by the Secretary upon resolution of the Board, or upon petition of five (5%) percent of the voting members. The petition shall state the purpose of the special meeting and may fix a period of two weeks during which the meetings may be held; provided, however, that the petition be delivered to the Secretary not less than one week before the designated period.

SECTION II. QUORUM

At any regular or special meeting a quorum shall consist of forty (40%) percent of the membership, except that any membership meetings at which a quorum is not present may be adjourned for from seven to fourteen days, and give notice to all voting members of the adjourned meetings. At the reconvened meetings, a quorum will consist of five (5%) percent of the membership.

SECTION III. POWERS OF MEETINGS

At a membership meeting, declarative resolutions may be adopted, and instructions may be issued to the Board provided they do not abridge powers specifically granted to the Board by these Articles. At a membership meeting no business may be transcribed other than that stated as the purpose of the meeting, without the unanimous consent of the members present.

SECTION IV VOTING RIGHTS.

Each member shall be entitled to one vote only, cast in person or by mail, and there may be voting by proxy.

ARTICLE V

SECTION I DIRECTORS

The management of the Association shall be vested in a board of Directors of three persons, elected by the membership. All directors shall serve for a period of three years and until their successors are duly elected and qualified.

SECTION II VACANCIES

Any director of this Association, who having been duly notified, fails to attend two regular consecutive meetings without excuse satisfactory to the Board, shall thereby forfeit his membership thereon, and the position shall thereupon be deemed vacant.

SECTION III DUTIES OF DIRECTORS

The Directors shall administer all business carried on by the Association under the direction and control of any special or regular meeting of the members. If dues are ever assessed to membership, they shall be assessed on a needs basis, approved by a majority of the membership. The Directors shall also be prepared to present to the membership a full report of its work during the year and a financial status report and condition of the Association at any duly called meeting.

The Board may create advisory committees composed of individuals interested in one or more phase of the work of the Association.

SECTION IV OFFICERS

The officers shall be: President, Vice-President, Secretary/Treasurer, and such others as the Board may deem necessary. The President, Vice-President and Secretary shall be appointed by the Board of Directors from their number at the first regular board meeting following the annual election. All officers shall hold office at the discretion of the board.

If the Treasurer is not a member of the board, he may have a voice, but no vote, at the board meetings.

SECTION V DUTIES OF OFFICERS

The officers shall perform the duties usually appertaining to such officers and such other duties as may be delegated to them by these Articles of Association, or by the board.

ARTICLE VI
MAIL VOTESECTION I

Whenever in the judgement of the board of directors any question shall arise which it considers should be put to a vote of the membership, and when it deems it inexpedient to call a special meeting for that purpose, it may submit the matter to the membership in writing by mail for vote and decision, and the question thus presented shall be determined according to a majority of the votes received by mail within two weeks after such submission to the membership, provided that in each case, votes of at least 25% of the members shall be received. Action taken in this manner shall be as effective as action taken at a duly called meeting.

16. ANIMALS: No animals other than domestic pets shall be kept on any lot.

17. EASEMENTS: For installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

18. EXCAVATION: There shall be no excavation on any of these parcels for gravel, cinders or top soil.

19. ARCHITECTURAL AND BUILDING COMMITTEE: There is hereby formed an Architectural and Building Committee which shall consist of three people, elected by the majority of the membership. Approvals herein required by the architectural or building committee are solely for the purpose for appearance and compatibility only. The owner is responsible for sound construction and adherence to the State and County codes.

20. ARCHITECTURAL CONTROL: No building or fence shall be erected, placed or altered and remodeled on any of the lots inclusive Cinder Butte Estate West First Addition until the building plans, specifications and plot plans showing the location of such buildings have been approved by the Architectural and Building Committee or its authorized representative for conformity and harmony of external design with the existing structures in the area and to location of the building with respect to property and building setback lines. These restrictions maybe amended or modified at any time by the affirmative vote of twothirds of the then owners of the parcels in Cinder Butte Estates West First Addition. For this purpose the recordedowner of each parcel of approximately 2½ acres of land described above shall be entitled to one vote.

ARTICLE VII
LIABILITIES

SECTION I

Nothing shall constitute members of the Association as partners for any purpose. No member, officer, agent or employee shall be liable for the acts or failure to act of any other member, officer, agent or employee of the Association. Nor shall any member, officer, agent or employee be liable for his acts or failure to act under these Articles, except only acts or omissions arising out of his willful misfeasance.

ARTICLE VIII
AMENDMENTS

SECTION I

These Articles of Association may be amended, repealed or altered in the whole or in part by a majority at any duly organized meeting of the Association.

IN WITNESS WHEREOF THE UNDERSIGNED HAS SUBSCRIBED HIS SIGNITURE TO THE ARTICLES OF ASSOCIATION ON THIS 26 DAY OF March 1992, PURSUANT TO A RESOLUTION ADOPTED BY THE BOARD.

Marvin M. Young
President - Home Owners Assn.
Cinder Butte Estates West
First Addition

STATE OF OREGON)
County of Deschutes)

March 26, 1992

Personally appeared MARVIN M. YOUNG and acknowledged the foregoing as his voluntary act.

Before me

Mary Sue Penhollow
Notary Public for Oregon
My comm. expires: 6-26-93

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DAY:

92 MAR 26 AM 11:06

MARY SUE PENHOLLOW
COUNTY CLERK

CINDER BUTTE ESTATES WEST
6405 NW 25th
REDMOND, OR 97756

BY *Wallace* DEPUTY
NO. 192-08988 FEE 45.00
DESCHUTES COUNTY OFFICIAL RECORDS