

7376

AMENDED
DECLARATIONS, RESTRICTIONS,
PROTECTIVE COVENANTS AND CONDITIONS

FOR

DEMARIS ACRES SUBDIVISION
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 the County of Deschutes, State of Oregon, hereinafter referred to as "Said Property", being Demaris Acres, more particularly described as follows:

Being Westerly of U.S. Highway 20 and Southerly of Squaw Creek Irrigation Canal within the Southwest Quarter (SW $\frac{1}{4}$) of Section Fourteen (14), Township Fifteen (15) South, Range Ten (10) East, Willamette Meridian, Deschutes County, Oregon.

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 it's 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, conditions and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and also that these 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 1

DEFINITIONS

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

(1) "Association" shall mean the DEMARIS ACRES PROPERTY OWNERS ASSOCIATION, Nonprofit Private Enterprise, organized under the laws of the State of Oregon, it's successors and assigns.

(2) "Said Property" shall mean and refer to that certain real property hereinbefore described, and such conditions thereto as may be hereafter brought within the jurisdiction of the Association by recorded declarations in the manner hereinafter set forth.

(3) "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of said property.

(4) "Member" shall mean every person or entity who holds membership in the Association.

(5) "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot situated upon said property, or contract purchaser if his record owner retains such title merely to secure an obligation and is registered as a purchaser in the Association records.

(6) "Private Road" means any road as shown on the recorded plat of said Demaris Acres.

ARTICLE II

MEMBERSHIP

Members of the Association shall be every owner and shall be subject by covenants of record to assessment by the Association. There shall be no other qualification for membership except as set forth above. Membership shall terminate on transfer of fee simple title by an owner or the contract purchaser's interest by a contract purchaser who qualifies as a member. If an owner sells the lot by contract of sale, upon written notification to the Association the owner's membership shall terminate and the contract purchaser's membership shall commence.

ARTICLE III

VOTING RIGHTS

All members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any lot, all such persons shall be members. The vote for each lot shall be exercised as they among themselves determine, or if unable to agree, they may cast fractional votes proportionate to their ownership interests, but in no event 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 Personal Obligation of 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 expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association: (a) Regular annual or other regular periodic assessments or charges, provided however that 2/3 of the Lots voted shall approve. (b) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time hereinafter provided. (c) The regular and special assessments, together with interest thereon and cost 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 shall also be the personal obligation of the person or persons who were the owners of such property 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the following purposes:

- (a) Payment for the costs of maintaining the roads, signs and culverts.
- (b) Payment of taxes levied or assessments by the County against platted roads.
- (c) Payment of costs of insurance against liability arising out of the Association and its elected officers.
- (d) Payment of the costs of enforcing the provisions contained in this Declaration and the covenants and Provisions contained in any future Demaris Acres Declaration.

- (e) Payment for other services which the Association deem to be of general benefit to residents of Demaris Acres.
- (f) Payment of costs incurred in collecting assessments.
- (g) Payment of expenses incurred in organizing Demaris Acres Association and of maintaining same Association.

Section 3. Annual Assessments. After consideration of current maintenance costs and future needs of the Association, the officers may fix a regular flat assessment upon a monthly, quarterly or annual basis. Any annual assessment paid within 30 days of date billed, shall be entitled to a 3% discount. The first annual assessment shall not be more than \$6.00 per month. The annual assessment shall not be increased more than 8% per annum unless approved by members as set forth under Article IV.

Section 4. Uniform Rate of Assessment. Both regular and periodic flat charges and any special assessments must be fixed at a uniform rate for all Lots.

Section 5. Quorum For any Action Authorized Under Article IV.
(a) At the meeting called, the presence of 60% of all the votes of the membership shall constitute a quorum. If the regular quorum is not forthcoming including proxies, another meeting may be called and the required quorum shall be $\frac{1}{2}$ of the required quorum at the preceeding meeting. No such subsequent meeting shall be held more than 60 days following the date of the meeting at which no quorum was forthcoming.

Section 6. Date of Commencement of Annual Assessments. When Declarant has sold 90% of all Lots, it shall notify the Association, at which time the assessments will start and be due and payable one year from date of notification. (b) Any assessment not paid 30 days after the due date, shall be dealt with as per Section 1 under Article V.

ARTICLE V

RESTRICTIONS ON USE OF PROPERTY

- (1) No noxious or offensive trade or activity shall be carried on upon any property; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (2) No basement, tent, shack or other outbuilding constructed or placed upon any said property, shall at any time be used as temporary or permanent residence.
- (3) All buildings which may be placed or constructed on any portion of the above described property, except the whole or portion thereof constructed of brick or stone, shall be painted or process painted on the exterior, within six months of the date of said building's completion.

- (4) All buildings erected or placed, shall be placed on a continuous poured concrete footing with either a continuous poured concrete or masonry block foundation except for mobile homes.
- (5) All residences, dwellings, etc. shall have an individual sewage disposal system consisting of an approved septic tank and drain-field only; all of which shall be installed in compliance with requirements of state sanitary or health authority having jurisdiction. No drilled or dry holes, barrels, etc. shall be allowed.
- (6) No trees over 6" diameter at 4 feet from the ground shall be cut or marred unnecessarily except for building area or with consent of the Association and all purchasers of property agree to abide by directions set forth by the Association in such matters; the maintenance of the beauty and natural environment of the area to be the goal of each Lot Owner.
- (7) The property shall not be used as, nor maintained as a dumping ground for rubbish, abandoned vehicles, appliances, parts, trash, garbage or other waste materials or refuse; and incinerators or other equipment for storage of such materials shall be kept in clean and sanitary condition.
- (8) No residence shall be placed or constructed on any acreage or portion thereof, which contains less than 1000 square feet of living space, exclusive of garage, porches or outbuildings.
- (9) Double-wide mobile homes will be allowed under the following conditions in addition to that mentioned above: (a) Every effort will be made by buyers to stress every appearance to resemble "On-Site" conventional built homes, thus adding to the appraised value of all homes in the area. (b) Complete skirting shall be installed within 6 months.
- (10) Lot Owners shall have the right to drill own wells for their own water systems.
- (11) Set back line shall be at least fifty feet (50') from United States Forest Service and fifteen feet (15') from any lot property line for any structure.
- (12) One year from the time foundation is poured or built will be the time allotted for completion of a dwelling on the outside of the structure.
- (13) Animals shall not be allowed outside of property boundaries except accompanied by Owner.
- (14) No signs shall be erected without the consent of the Association except for Tresspass signs.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Amendments. 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 25 years from the date of this Declaration being recorded, after which time said covenants shall be automatically extended for successive periods of (10) ten years. Any of the covenants and restrictions of this Declaration except the easements herein granted may be amended during the first twenty-five years by an instrument signed by members entitled to cast not less than seventy-five percent (75%) of the votes of all the Lots of the membership. All such amendments must be recorded in the appropriate Deed Records of Deschutes County, Oregon, to be effective.

Section 2. Books and Records. As soon as 90% (ninety percent) of all Lots are sold, and upon notification of the Association by the Declarant that such sales have taken place; said Association shall come together for an organizational meeting. At this meeting, officers shall be elected of which one is designated to keep the books, records, etc. Such books and records of the Association, upon demand in writing, stating the purpose thereof, may be inspected by any member, or his attorney or agent, for any proper purpose, at any reasonable time.

IN WITNESS WHEREOF, the undersigned, the owners of all said property, has hereunto caused these presents to be executed this Aug 9th day of August 1979.

Donna L. Karl
 DONNA L. KARL
 NOTARY PUBLIC - OREGON
 My Commission Expires Sept. 20, 1981

Albert J. Demaris
 (Albert J. Demaris)

Margaret E. Demaris
 (Margaret E. Demaris)

STATE OF OREGON, County of Deschutes, as:

Personally appeared Albert J. Demaris and Margaret E. Demaris husband and wife, who, being sworn, stated that they are the owners of Demaris Acres Subdivision and that this instrument was voluntarily signed before me.

 Notary Public for Oregon
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STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record

the 11 day of Sept A.D. 19 29

at 9:45 o'clock A. M. and recorded

in Book 307 on Page 254 Records

of Wade

ROSEMARY PATTERSON

County Clerk

By Mrs J Davis Deputy