

22993

DECLARATIONS, RESTRICTIONS,
PROTECTIVE COVENANTS AND CONDITIONS
FOR
J-D RANCH ESTATES

This Declaration is made this 10th day of March,

1978, 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 "the Property", more particularly described as follows:

The Northwest one-quarter of the Northwest one-quarter of Section 14, Township 17 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows: Beginning at the Northwest corner of said Section 14, being a 2"x30" galvanized iron pipe and 2 1/2" Brass Cap, said point also being the initial point of this subdivision; thence South 89° 49' 00" East along the north line of said section, 1331.65 feet to a 5/8" Iron Rod, being the West 1/16 corner between Sections 11 and 14; thence South 00° 07' 42" West 1323.84 feet to a 5/8" Iron Rod being the Northwest 1/16 corner of said section; thence North 69° 48' 24" West 1329.90 feet to a 5/8" Iron Rod being the North 1/16 corner between Sections 14 and 15; thence North 00° 03' 10" East along the West line of said section 1323.61 feet to the initial point and there terminating, containing 40.4 acres more or less.

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

NOW, THEREFORE, Declarant hereby declares that all of

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the 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 the Property. These easements, covenants, restrictions, 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

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

- (1) "Association" shall mean the J-D Ranch Estates Property Owners Association, a non-profit corporation organized under the laws of the State of Oregon, its successors and assigns.
- (2) "Common Area" shall mean all of the land shown by any recorded subdivision plat of the Property except (a) numbered lots, and (b) any portion of the Property dedicated to the public.
- (3) "Declarant" shall mean Harold J. Jeffers, his successors and assigns.
- (4) "Lot" shall mean any numbered parcel of land shown by any recorded subdivision plat of the Property, with the exception of Common Areas as heretofore defined.

(5) "Member" shall mean all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(6) "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 a contract purchaser if the record owner retains title merely to secure an obligation. Owner does not include those having any interest merely as security for the performance of an obligation.

(7) "Property" or "The Property" shall mean and refer to the above described real property and such additions thereto as may be hereafter brought within the jurisdiction of the Association by recorded declarations in the manner hereinafter set forth.

(8) "Roadway" means any street, road, path, bikeway or other thoroughfare as shown on the recorded plat of the Property.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions in Accord with General Plan:

At any time prior to January 1, 1990, Declarant shall have the right to bring within the scheme of this declaration additional properties if such additions are in accord with the general plan of development provided for herein.

Section 2. Method of Making Additions:

Additions authorized under this Article shall be made by filing of record a supplemental declaration of covenants and restrictions with respect to the additional property signed by

Declarant. Such supplemental declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property. In no event, however, shall such supplemental declaration revoke, modify, or add to the covenants established by this Declaration with respect to the above described property.

Section 3. Additions Not in Accord with the General Plan of Development.

Additions which are not in accord with the general plan of development provided for herein may be made by the Declarant or any other owner of property, who with Declarant's consent, desires to add such property to the scheme of this Declaration and to subject it to the jurisdiction of the Association, upon approval of the Association pursuant to a seventy-five percent majority vote of the votes entitled to be cast. In such event in addition to the supplemental declaration there will be recorded a statement evidencing the membership vote, which statement will be signed by the Secretary of the Association.

ARTICLE III

MEMBERSHIP AND VOTING

Section 1. Membership:

Every owner which is subject by covenants of record to assessment by the Association shall be a member of the Association. Membership shall terminate upon the transfer of a fee simple title

to a lot 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, the owner's membership shall terminate and the contract purchaser's membership shall commence.

Section 2. Voting Rights:

The Association shall have two classes of voting membership:

(a) Class A:

Class A members shall be all those members as defined in Section 1 with the exception of Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person or entity holds such interest or interests in any Lot all such persons or entities shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot, except as provided in Article VIII, Section 8.

(b) Class B:

Class B members shall be the Declarant. The Class B members shall be entitled to two votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership on December 31, 1985.

From and after December 31, 1985, the Class B members

shall be deemed to be class A members entitled to one vote for each lot in which it holds the interest required for membership under Section 1.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Member's Easement of Enjoyment:

Every member of the Association shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every lot; subject, however, to the following provisions:

(a) The right of the Directors of the Association to designate specific parking areas for each member and his or her guests.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such considerations as may be agreed to by the members. No such dedication shall be effective unless an instrument signed by the Secretary of the Association evidencing the fact that at least seventy-five percent of the votes entitled to be cast have approved the transfer, has been recorded in the appropriate records of Deschutes County, Oregon.

(c) 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 and equitable usage of such Common Areas by the members of

the Association and their business invitees.

Section 2. Title to the Common Areas:

The Declarant hereby covenants that it will convey to the Association title to the Common Areas, subject to any necessary reservation of an easement or easements for utilities including but not limited to water, electricity, gas, sewage, telephone and television.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal

Obligation of Assessments:

The Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed or contract of purchase therefor, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay the Association:

(a) Annual assessments or charges,

(b) Special assessments for capital improvements,

such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Property upon which each such assessment is made until paid or foreclosed. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal

obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successor in title unless expressly assumed by the successor. The Secretary of the Association may file liens against delinquent properties by recording a notice of delinquency in the appropriate county records.

Section 2. Purpose and Amount of Annual Assessments:

Assessments may be levied by the Directors of the Association for the following purposes:

- (a) Street, road, path and bikeway maintenance.
- (b) Snow removal.
- (c) Insurance and fire protection.
- (d) Taxes.
- (e) Common Area Maintenance, including the maintenance of any recreational facilities located thereon.
- (f) Administrative expenses.
- (g) Collection costs.
- (h) Legal and accounting expenses.
- (i) Any other purpose declared appropriate by the Directors of the Association.

The first annual assessment will be levied in 1978 and will not exceed \$25 per month per lot. The first annual assessment will remain in effect until December 31, 1979. Thereafter the amount of the annual assessment will be determined by the Directors of the Association.

Section 3. Special Assessments for Capital Improvements:

In addition to the annual assessments specified 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, provided that except for repairs or replacements, any such assessment which exceeds \$2,500 in cost shall require the affirmative vote of a two-thirds majority of the votes entitled to be cast voting in person or by proxy at a meeting duly called for this purpose after 30 days' written notice. At the meeting the presence of members or of proxies entitled to cast sixty percent of all the votes shall constitute a quorum. If a quorum is not present in person or proxy, a new meeting may be called by the Directors.

Section 4. Uniform Rate of Assessment:

Both annual and special assessments shall be charged at a uniform rate for all Lots and such assessments may be collected on an annual, quarterly or monthly basis at the discretion of the Directors.

Section 5. Effect of Non-Payment of Assessments and Remedies of Association:

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent per annum. The Secretary

of the 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 30 days after delinquency, a statement of the amount of any such charges or assessments, together with interest as aforesaid, which have become delinquent with respect to any Lot 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 interest, costs, and expenses and a reasonable attorneys' fee for the filing and enforcement thereof, shall constitute a lien on the Lot, with interest to be fixed from the date the note of delinquency thereof is filed in the office of said Director of Records or 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 attorneys' fees of the Declarant or of the Association, as the case may be, of processing and, if necessary, enforcing such liens, all of which expenses, costs, and disbursements and attorneys' 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 Area or abandonment of his building, lot, or building site.

Section 5. 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 this 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, if any, remaining after such mortgages or other prior liens and charges 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 VI

RESTRICTIONS OF USE OF PROPERTY

The following restrictions are imposed on each lot:

1. No building will be constructed or placed on any lot without the prior consent of the Architectural Review Committee.
2. No noxious or offensive activity shall be carried on upon any lot.

3. Not more than 2 horses and a reasonable number of

household pets shall be kept on any lot.

4. No sign will be placed on any lot without the prior consent of the Architectural Review Committee.

5. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair and in compliance with any regulations established by the Architectural Review Committee.

6. No mobile home or travel trailer may be left on any lot except during construction of an improvement. No boat, boat trailer or pickup camper may be left on any lot or any Common Area, or on any street overnight. All such equipment shall be stored in designated recreational vehicle storage areas located on the Property.

7. All applicable zoning ordinances and building codes will be observed by each Owner.

8. No motorcycles, motorbikes, snowmobiles or similar all terrain vehicles shall be allowed to operate anywhere within the Property.

ARTICLE VII

ARCHITECTURAL REVIEW COMMITTEE

Section 1. Responsibility:

The Architectural Review Committee will be responsible for the approval of plans and specifications for the development of any building, structure, or other improvements on any lot.

Section 2. Membership:

The Architectural Review Committee shall consist of

three members, and shall initially be composed of Harold J. Jeffers, Thomas J. Dickens, III, and JoAnn Jeffers. A majority of the committee may designate a representative to act for it. In case of death or resignation of any member of the committee, the remaining member or members shall have full authority to designate a successor. Neither the members or the committee or its designated representative shall be entitled to any compensation for services performed by said members. In the event that the deaths or resignations of all members of the committee shall occur without successors having been appointed, the majority of the owners shall have full power to designate successors.

Section 3. Action:

Except as otherwise provided herein a majority of the Architectural Review Committee shall have power to act on behalf of the committee without the necessity of a meeting and without the necessity of consulting the remaining members of the committee. The committee may render its decisions only by written instrument setting forth the actions taken by the members consenting thereto.

Section 4. Failure to Act:

In the event the committee, or its designated representatives, fail to approve or disapprove plans and specifications within 30 days after the same have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced before completion, approval will not be required and these provisions shall be deemed to have been fully complied with.

Section 5. Nonwaiver:

Consent by the Architectural Review Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

Section 6. Liabilities:

Neither the Architectural Review Committee nor any member thereof shall be liable to any owner for any damage, loss, prejudice suffered or claimed on account of any action or failure to act of the committee or any member thereof, provided that only the members, in accordance with actual knowledge possessed by him, has acted in good faith.

ARTICLE VIII

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. If any Owner constructs or permits to be constructed on his

Property any improvement or allows the conditions of his Property to 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 a charge against the Owner's land.

Section 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.

Section 3. Termination:

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 20 years from the date this Declaration is recorded, after which time they will be automatically extended for successive periods of five years unless three-quarters of the Members of the Association affirmatively vote to terminate this Declaration. Such termination will be perfected by the Secretary of the Association filing a certification of the vote in the appropriate records of Deschutes County, Oregon.

Section 4. Amendment:

Any of the covenants, conditions or restrictions of this Declaration except the statements herein granted may be amended by a vote amounting to seventy-five percent of the total votes entitled to be cast. The amendment will be perfected by the Secretary of the Association filing a certification of the vote in the appropriate records of Deschutes County, Oregon.

Section 5. No Right of Reversion:

Nothing herein contained in this Declaration, or in any form of deed which may be used by Declarant in selling said Property, or any part thereof, shall be deemed to revert or reserve in Declarant or the Association any right of reversion or remedy for breach or violation of any one or more of the provisions hereof.

Section 6. Books and Records:

The books and records of the Association, upon demand, in writing, stating the purpose therefor, may be inspected by any member, or his attorney or agent, for proper purpose, at any reasonable time.

Section 7. Benefit of Provisions; Waiver:

The provisions contained in this 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 of Declarant or by the Association or by any of the Property Owners or their legal representatives,

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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 8. Combining Lots or Portions Thereof:

To provide flexibility of design, construction and building capacity, one or more Lots or portions thereof may be combined, provided Declarant consents to such combination and records its written consent with the Secretary of the Association. If an Owner acquires an interest in only a contiguous portion of another Lot such that it is deemed an Owner thereof, then the Owner shall pay a pro-rata portion for the assessment of the lot so acquired, said proration to be made on the basis of area, and said Owner shall be entitled to a pro-rata portion of the vote entitled to be cast for such lot, said proration to also be made on the basis of area.


IN WITNESS WHEREOF, the undersigned, the Owner of all said Property, has hereunto set his hand and seal to be executed this 10 day of March, 1976.


HAROLD S. JEFFERS

STATE OF OREGON, County of Deschutes, ss: March 10, 1976

I have appeared the above named HAROLD S. JEFFERS and
advised the foregoing instrument to be his voluntary
act and deed.




NOTARY PUBLIC FOR OREGON

My Commission Expires: 2/22/80

22993
STATE OF OREGON
County of Deschutes

I hereby certify that the within statement of writing was received for Record on the 2 day of Mar, A.D. 1970 at 7:40 o'clock A. M., and recorded in Book 248 on Page 576 Records of Shasta

ROSEMARY PATTERSON
County Clerk
By *Barbara A. [Signature]*