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Charles N. Fadeley  
Attorney at Law  
PO Box 1408  
Sisters, OR 97759

**AMENDED COVENANTS, CONDITIONS & RESTRICTIONS  
JUNIPINE ACRES DEVELOPMENT**

(AMENDS AND SUPERSEDES PRIOR PROTECTIVE COVENANTS)

**RECITALS**

Declarant is the Junipine Acres Homeowners' Association. This document to specify that the covenants, conditions and restrictions being amended and superseded by these Amended Protective Covenants include Book 158, Page 136, recorded May 6, 1968 Deed Records, and Book 167, Page 245, recorded October 9, 1969, Deed Records, and Book 219, Page 797, recorded September 25, 1990, Deed Records, and amended by instrument in Book 219, Page 2303, recorded October 1, 1990, and further amended by instrument recorded on February 8, 1999 in Book 1999, Page 6470, Deed Records, subsequently re-recorded February 22, 2000, Book 2000, Page 6665, Deed Records, and further amended by instrument recorded February 8, 2000, in Book 2000, Page 4893, Deed Records.

WHEREAS, protective covenants were first recorded for "Junipine Acres, Inc." on October 9, 1969, providing, among other provisions, for thirty (30) Lots to be used for residential purposes only, as described on Exhibit "A", as attached and incorporated; and

WHEREAS, the Developer, through action by the Architectural Control Committee, retained the right within those protective covenants to amend such covenants; and

WHEREAS, amended protective covenants were recorded for Junipine Acres, Inc. on September 28, 1990, providing, among other provisions, for building and use restrictions; and

WHEREAS, only two Lots had constructed residential structures prior to September 28, 1990; and

WHEREAS, conditions regarding the nature of anticipated common elements, road and water distribution systems have substantially changed since the time amended protective covenants were recorded; and

WHEREAS, there are adjacent lots which share the common road and water distribution systems, and have similar protective covenants and deed restrictions attached to each lot;

NOW, THEREFORE, BE IT DECLARED that Owners of Lots contained in Junipine Acres Subdivision have a desire to restate existing protective covenants and reconstruct rights and responsibilities of ownership in Junipine Acres, Inc. for the purpose of maintaining, protecting and enhancing property values within Junipine Acres Development by providing a governing structure to allow for the preservation of the greatest possible enjoyment, privacy, health, comfort, safety and aesthetic values and amenities; and

BE IT FURTHER RESOLVED that Owners of Lots further described legally as:

Lot 1, Junipine Acres Subdivision, Deschutes County, Oregon  
Lot 2, Junipine Acres Subdivision, Deschutes County, Oregon

- Lot 3, Junipine Acres Subdivision, Deschutes County, Oregon
- Lot 4, Junipine Acres Subdivision, Deschutes County, Oregon
- Lot 5, Junipine Acres Subdivision, Deschutes County, Oregon
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- Lot 27, Junipine Acres Subdivision, Deschutes County, Oregon
- Lot 28, Junipine Acres Subdivision, Deschutes County, Oregon
- Lot 29, Junipine Acres Subdivision, Deschutes County, Oregon
- Lot 30, Junipine Acres Subdivision, Deschutes County, Oregon
- Tax Lot # 141026A 400, Deschutes County, Oregon
- Tax Lot # 141026A 500, Deschutes County, Oregon
- Tax Lot # 141026A 600, Deschutes County, Oregon
- Tax Lot # 141026A 601, Deschutes County, Oregon
- Tax Lot # 141026A 602, Deschutes County, Oregon
- Tax Lot # 141026A 700, Deschutes County, Oregon
- Tax Lot # 141026A 701, Deschutes County, Oregon
- Tax Lot # 141026A 800, Deschutes County, Oregon
- Tax Lot # 141026A 900, Deschutes County, Oregon
- Tax Lot # 141026A 1000, Deschutes County, Oregon
- Tax Lot # 141026A 1001, Deschutes County, Oregon
- Tax Lot # 141026A 1003, Deschutes County, Oregon

share that desire to be placed voluntarily under the same protective covenants as herein described, to be joined as one Association for the same purposes, with the same rights and responsibilities, as provided in this Declaration and related governing documents.

## CHAPTER ONE DEFINITIONS

- Section 1. Architectural Control Committee (ACC):** shall be that committee of Members as duly appointed by the President of the Board for the purposes of reviewing building plans, landscaping activities, and other duties as contained in this Declaration or as stipulated by the Board of Directors.
- Section 2. Articles of Incorporation:** shall mean the Articles of Incorporation of the Association as filed or to be filed in the Office of the Secretary of the State of Oregon, as such Articles may from time to time be amended.
- Section 3. Assessments:** shall mean those monies levied by the Board of Directors, according to the provisions of Chapter Four, whether regular or special, for purposes as described therein.
- Section 5. Association:** shall mean the Junipine Homeowners Association, a not for profit corporation, its successors and assigns.
- Section 6. Bylaws:** shall mean the Bylaws of the Association, as such Bylaws are duly adopted and may be amended from time to time.
- Section 7. Declaration:** shall mean these Restated Protective Covenants for Junipine Acres Development, all related maps, easements, recorded documents, including amendments, applicable to lots or parcels, including annexed lots, previously subject to Protective Covenants for Junipine Acres, Inc., Deschutes County, Oregon.
- Section 8. Developer:** shall mean Junipine Acres, Inc., its successors and assigns, provided that Junipine Acres, Inc. assigns such rights as contained in the Amended Protective Covenants for Junipine Acres, Inc. to any such person by an express written agreement.
- Section 9. Junipine Acres, Inc.:** shall mean that corporation, through manager Robert Stauff, which originally developed Junipine Acres Subdivision.
- Section 10. Junipine Acres Subdivision:** shall mean that approved subdivision consisting of thirty (30) Lots situated in the NW 1/4 of Section 26, Township 14 South, Range 10 East, Willamette Meridian, Deschutes County, Oregon.
- Section 11. Junipine Acres Development ("Development"):** shall mean all forty-two (42) Lots as described in Section 13 of this Chapter and all common property identified in the legal description as subject to this Declaration.
- Section 12. Junipine Acres Water System:** shall mean the community water

system installed and maintained by Junipine Acres, Inc., and serving Junipine Acres Development.

**Section 13. Lots:** shall mean those tracts of land owned by individual Owners of property, as duly recorded and properly conveyed by deed, within Junipine Acres Subdivision, # 1 - 30, and those twelve Lots included in the legal description contained in the Recitals.

**Section 14. Owners:** shall mean the person or persons holding fee simple interest of record to any Lot, including sellers under executory contracts of sale, but excluding those having such interest merely for security of performance of an obligation.

## CHAPTER TWO GOVERNING STRUCTURE

**Section 1. Association Formed.** There is, or shall be upon proper filing with the State of Oregon Corporation Division, a not for profit corporation formed to maintain, protect, and enhance the values of property contained in Junipine Acres Development through a homeowners association designed for that purpose.

**Section 2. Duties and Powers.** The duties and powers of the Association are those set forth in its Articles of Incorporation, together with its general and implied powers of nonprofit corporations, generally to do any and all things that a corporation organized under the law of the state of Oregon may lawfully do which are necessary or proper, in operating for the health, comfort, safety, and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in its Articles of Incorporation, its Bylaws, and this Declaration.

**Section 3. Name.** The name of the Association shall be Junipine Homeowners Association.

**Section 4. Membership.** All Owners of Lots in the Development shall automatically be members of the Association, and shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Additionally:

(a) Ownership of a Lot shall be the sole qualification for membership in the Association.

(b) Except as may otherwise be provided herein, the rights, duties, privileges, and obligations of all Members of the Association shall be set forth in this Declaration, the Articles of Incorporation, Bylaws of the Association, and rules and regulations of the Association adopted in accordance with the Bylaws of the Association.

Section 5. **Voting Rights.** The Association shall have one (1) class of membership. When more than one (1) person is the Owner of any Lot, that vote shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event multiple votes are received with respect to any Lot, all votes submitted as representing said Lot will be disallowed and not counted for any purpose regarding that specific vote.

Section 6. **Transfer of Control from Junipine Acres, Inc.** To the extent that any Common Area is still under control of the Developer, such area(s) shall be subject to the provisions of this Declaration before and after such transfer occurs.

### CHAPTER THREE BUILDING AND USE RESTRICTIONS

The following building and use restrictions shall be an encumbrance against the land and shall run with the land:

Section 1. **Purpose.** All tracts shall be used for residential purposes only, and no more than one residence, together with usual outbuildings, shall be erected on any one parcel, and any such residence shall be designed for, and used for, single family dwelling purposes only.

Section 2. **Minimum Size.** The ground floor area of the main structure of any and all residences, exclusive of porches and garages, shall be not less than five hundred (500) square feet outside dimension. No building shall exceed thirty (30) feet in height from average ground level.

Section 3. **Setbacks, Approval.** No building structure of any kind shall be located on any tract nearer than twenty feet from any tract line. All original construction, maintenance and improvement plans for buildings and fences must be approved by the ACC for harmony of exterior design and materials as they relate to the natural surroundings and atmosphere of the area. This approval must be obtained prior to any initial stage of construction.

Section 4. **Fences.** All fences must be approved by the ACC prior to construction. Corral fences and street-side fences must not be more than seventy-two (72) inches in height, must be set back five (5) feet from the Owners property line, and be constructed of a material and design that relates to the natural surroundings. Placement of all fences shall grant neighboring lots access to their utility lines. Fences that were existing and otherwise in compliance with the CC&Rs as of the effective date of this amendment shall be grandfathered in until such time as the fencing is replaced by an owner who purchased subsequent to the effective date. Such replacement fencing shall be subject to the provisions of this statement.

Section 5. **Temporary Use.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any Lot at any time as a residence, except temporarily for guests, and except temporarily during construction.

**Section 6. Time Limitation.** The time of completion of any visible part of the outside of any building erected on any Lot shall be twelve (12) months from the date the construction is commenced.

**Section 7. Compliance with Regulations.** All structures, septic tanks, water and utility installations placed upon any Lot with the Development shall comply with all building codes, regulations, and other laws applicable to the State of Oregon and Deschutes County. Present sewer facilities must be of the septic tank only, except where permanent sewers have been installed.

**Section 8. Animals.** No animals or fowl, other than domestic household pets, shall be kept on any part of the Development, with the following exception:

(a) Any Owner who desires to keep horses on their property must request approval from the Board, through the ACC. Said approval will be based on compliance with a set of guidelines for horse management formulated by the ACC and approved by the Board. Approval shall be subject to submission of an application by the requesting owner demonstrating his/her ability to follow the guidelines and other requirements of these covenants and Oregon law. Horses shall not be placed on property until the application is approved in writing.

Owner shall provide for the irrigation of pastures for horses from a well or source other than the Junipine Acres Water System. Light sprinkling of corrals or bare ground areas to control dust is permitted. Future demands on the water system may necessitate changes in the availability of water for dust control and watering of animals.

The number of horses allowed is based on the size of the lot:

Horses will not be permitted on less than two (2) acres.  
Two (2) to four (4) acres: Two (2) horses.  
Four (4) to nine (9) acres: Three (3) horses.  
Nine (9) acres or more: Four (4) horses.

Owners seeking a variance for the number of horses allowed on a lot shall submit written request to the Board, through the ACC, detailing proposed changes and plans only after having the allowed number of horses for a period of one (1) year. Inspection of the current facility by the Board and ACC shall be a prerequisite before consideration of granting a variance. The Board and ACC may approve or deny the variance as submitted or require reasonable modification. The variance pertains only to the current lot owner.

Commercial horse operations or boarding of non-owner's horses will not be permitted. The short-term overnight boarding of houseguest's horses is permitted.

The Board may approve the application as submitted or require reasonable modifications. In the event an Owner disagrees with the Board decision, the Owner shall have an opportunity to submit a proposed plan to Members. Such plan shall be deemed approved if a majority of all Members entitled to vote consent to the plan. All such decisions made by the Members shall be final.

**Section 9. Prohibited Activities.** No obnoxious or offensive activity shall be carried on upon any Lot within the Development. For the purposes of this development, obnoxious or offensive activities shall include but not be limited to excessive traffic generated by non-residential uses, or during hours not conducive to residential areas, and related impacts (dust, noise, waste material).

**Section 10. Waste Disposal.** No Lot may be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept only in sanitary containers. No burning of any kind will be done outside except in specially prepared locations, and then, only upon receipt of a burning permit from the U.S. Forest Service headquarters in Sisters, Oregon, or other applicable regulating entity.

**Section 11. Landscaping.** The owner of each Lot may remove from said Lot all trees, shrubs, and foliage necessary to prepare the property for building, but additional clearing beyond that necessary for construction of the improvements must be approved by the ACC in order to preserve as much of the natural beauty, trees, shrubs, and plants as possible. Once construction is complete, each Lot owner is responsible for maintaining his Lot according to reasonable fire protection purposes, including a perimeter fuel break around all buildings.

**Section 12. Above Ground Tanks.** No above ground tanks will be permitted unless covered from view in a manner approved by the ACC.

**Section 13. Structural Designs.** All residential buildings shall be constructed in such a manner as to reflect the nature of the Development. Structures must be site built, and all additions designed to blend with existing structures. No pre-built manufactured housing is allowed, except as provided in Section 5.

**Section 14. Enforcement.** These restrictions shall be deemed to be for the protection and benefit of each of the Owners and/or occupants of any portion of the Development, and it is intended hereby that the Board of Directors and/or any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce the restrictions herein set forth.

## CHAPTER FOUR ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligations.** Every Owner purchasing a Lot within the Development, by acceptance of a deed to a Lot, whether or not it shall be expressed in any such deed, is deemed to covenant and agree to pay to the Association all Assessments, regular or special, for Common Expenses and applicable capital improvements. All such Assessments, together with interest, costs, and reasonable attorney's fees, shall be a separate, distinct, and personal obligation of the Owner at the time the Assessment is due, and shall bind his heirs, successors in interest, personal representatives, and assigns. Failure to pay duly authorized Assessments within thirty (30) days shall constitute a lien on the property. This personal obligation cannot be avoided by abandonment of the Lot or improvements thereon, or by a waiver to use of water or road systems serving the Development.

**Section 2. Purpose of Assessments.** The Assessments levied by the Board of Directors on behalf of the Association shall be used exclusively to promote the health, safety, and welfare of the Owners and their visitors, and for the operation, replacement, improvement, and maintenance of road, water, or other maintenance systems serving the Development. All Assessments must be used solely for the common benefit of all of the Owners for purposes authorized in this Declaration, as may be amended from time to time.

**Section 3. Determination and Payment of Assessments.**

(a) The Board of Directors shall levy the amount of the annual Assessment upon each Owner upon annual approval by the Members according to the process defined herein. Annual Assessments shall be

distributed uniformly between each of the forty-two (42) Lots.

(b) No later than thirty (30) days prior to each Annual Meeting, the Board of Directors shall prepare and distribute to the Members of the Association a written, itemized estimate (budget) of the total income and Common Expenses of the Association during such year in performing its functions under this Declaration.

(c) At such Annual Meeting, the Members shall consider said budget, and approve as presented or modified by a majority of Members present who are eligible to vote.

(d) Each Member shall pay to the Treasurer of the Board or its designee his annual Assessment in advance of the fiscal year for which such Assessment has been levied at such frequency and in such amounts as shall be established by the Board.

(e) The Board may determine, from time to time, that additional Assessments are necessary to fund capital projects or capital improvements, unanticipated expenses, or repairs. Such special Assessment shall require the affirmative vote or written consent of a majority of all Members entitled to vote. Written notice of any change in the amount of regular or special Assessments levied by the Association through the Board of Directors shall be given to all Members not less than thirty (30) days prior to the effective date of such change.

**Section 4. Delinquency.** Any installment of an Assessment provided for in this Declaration shall become delinquent if not paid on the due date as established by the Board. If any installment of an Assessment is not paid within thirty (30) days after it is due, the Board may mail a notice to the Owner and to the first Lender of such Owner, if applicable. The notice shall specify:

- (a) the fact that the installment is delinquent;
- (b) the action required to cure the default;
- (c) a date by which such default must be cured; and
- (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Assessment for the then current fiscal year and sale of the Owner's Lot.



(e) The notice shall further inform the Owner of his right to cure after acceleration and of his right to a hearing before the Board of Directors.

If no hearing is requested, or the delinquency is upheld after hearing, and the delinquent installments of the Assessment, including any reasonable fines, fees, or charges thereon, are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Owner and his Lot, to be immediately due and payable without further demand, and may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law and this Declaration.

**Section 5. Notice of Lien.** The Board of Directors may cause to be recorded in the Office of the Clerk of Deschutes County, Oregon, a notice of assessment ("Notice of Lien") securing the payment of any Assessment or installment thereof, levied by the Association against any Owner. Such Notice of Lien shall state the amount of such Assessment or installment and other authorized charges and interest, including the cost of preparing and recording such Notice of Lien, the expenses of collection in connection with any delinquent installments, reasonable attorney's fees, a sufficient description of the Lot against which the same has been assessed, the name of the Owner thereof, and the name and address of the Association. Such Notice of Lien shall be signed by an authorized representative of the Association.

**Section 6. Notice of Payment.** Upon payment to the Association of the full amount claimed in the Notice of Lien, the Board shall cause to be recorded a notice of satisfaction ("Notice of Payment") stating the payment of such amount claimed. The Board may demand and receive from the applicable Owner a reasonable charge for the preparation and recordation of such Notice of Payment before recording the same. Any purchaser or encumbrancer, who has acted in good faith and extended value, may rely upon such Notice of Payment as conclusive evidence of all the full satisfaction of the sums stated in the Notice of Lien.

**Section 7. Liens, Enforcement.** All sums assessed in accordance with the provision of this Declaration shall constitute a lien on the respective Lot prior and superior to all other liens, except:

- (a) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and
- (b) the lien or charge of any first Lender of record, made in good faith and for value, and recorded prior to the date on which the Assessment lien became effective.

It shall be the duty of the Board of Directors to enforce the collection of any amounts due under this Declaration by one or more of the alternative means of relief afforded by this Declaration or otherwise permitted by law.

**Section 8. Sale of Owner Interests.** Assessment liens may be enforced by sale of the interest of such Owner in the Lot by the Association, its attorney, or other person authorized to make sale, after failure of the Owner to pay an Assessment or installment thereof, as provided herein. Such sale shall be conducted in accordance with the provision of Oregon law applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any manner permitted by law. An action may be brought to foreclose the lien of the Association by the Board, or by any Owner if the Board fails or refuses to act, after first:

(a) affording the delinquent Owner an opportunity to have a

hearing before the Board; and

(b) the expiration of at least thirty (30) days from the date on which the Notice of Lien was recorded; provided that at least ten (10) days have expired since a copy of the Notice of Lien was mailed to the Owner affected thereby, and subject to the provisions of Section 1 of this Chapter in the event that the Board accelerates the due date of any Assessment installments.

In any such foreclosure, the Owner shall be required to pay a reasonable rental for the Lot, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same.

**Section 9. Other Remedies.** Suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the lien securing the same, but this provision or any institution of suit to recover a money judgment shall not constitute an affirmation of the adequacy of money damages. In any such litigation, the prevailing party shall be entitled to an additional award for its reasonable attorney fees incurred therein.

## CHAPTER FIVE MISCELLANEOUS PROVISIONS

**Section 1. Easements Reserved.** Easements are reserved in, under, and along all roads and other common areas for any and all necessary, desirable or convenient water lines, power lines, gas lines, sewer lines, and drainage lines, whether presently installed or not. In addition, an easement is reserved in an area five (5) feet by ten (10) feet in one corner of each Lot (to be selected) adjoining the road, for electric transformer vault and/or telephone and power service pedestals. The assignment of the deed to each individual Lot shall be necessary in the proper development of this or adjoining subdivisions, if the surface of any such land is restored to its preexisting condition and appearance without cost to the Owner.

**Section 2. Amendments.** Any of the covenants, conditions and restrictions in this Declaration may be annulled, waived, changed or modified with respect to all or any portion of the Development upon affirmative vote or written consent of three-quarters (3/4's) of the Members, provided that such amended Declaration shall be duly recorded in the Office of the County Clerk of Deschutes County, Oregon.

**Section 3. Recordation of Declaration.** The original of this Declaration shall be recorded with the Deschutes County Clerk and shall be binding upon the heirs, executors, administrator and assigns of the parties, and as a condition and covenant running with the land binding with the above-described real property.

# EXHIBIT "A"

MEMORANDUM

CONCERNING

PROTECTIVE COVENANTS

for

JUNIPINE ACRES, INC.

This memorandum memorializes that the Protective Covenants for Junipine Acres, Inc. recorded at Book 167, Page 245, Deed Records of Deschutes County apply only to the thirty (30) lots in Junipine Acres Subdivision more particularly described as follows:

- Lot 1, Junipine Acres Subdivision, Deschutes County, Oregon
- Lot 2, Junipine Acres Subdivision, Deschutes County, Oregon
- Lot 3, Junipine Acres Subdivision, Deschutes County, Oregon
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- Lot 30, Junipine Acres Subdivision, Deschutes County, Oregon

DATED this 7 day of September, 1990.

JUNIPINE ACRES, INC.

BY

  
Norman Peery, President

DOCUMENT ILLEGIBLE/POOR QUALITY AT TIME OF RECORDING.

**JUNIPINE HOMEOWNERS' ASSOCIATION**  
**Post Office Box 1528**  
**Sisters, OR 97759**

**Secretary's Certification**

I, **Joy Krumvieda**, being first duly sworn upon oath, depose and say:

1. I am the duly elected Secretary of the Junipine Homeowners' Association, Deschutes County, Oregon.
2. The foregoing Amended Covenants, Conditions & Restrictions of Junipine Homeowners' Association were adopted by the Members as required under the Association's governing documents and Oregon law through two separate ballots submitted to the membership and certified March 26, 2001 and July 2, 2001 respectively.
3. Member notices and ballots for the amendments are maintained in the official records of the Junipine Homeowners' Association.

*Joy Krumvieda*  
\_\_\_\_\_  
**Joy Krumvieda, Secretary**

State of Oregon                    )  
  ) ss.  
County of Deschutes            )

SUBSCRIBED AND SWORN to before me this 26<sup>th</sup> day of July, 2000.

*Crystal D Adkisson*  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires Sept 21 2004

