

RESERVATIONS AND RESTRICTIVE COVENANTS  
 PONDEROSA CASCADE OF BEND

LAND DEVELOPERS SERVICE, LTD., an Oregon corporation, herein referred to as "Developer."

To The Public,

Declaration of Restrictions on Ponderosa Cascade of Bend, a subdivision in Deschutes County, Oregon, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, of the plat records of Deschutes County, Oregon.

It is the intent and purpose of these Reservations and Restrictive Covenants to protect the rights and investment of all property owners within this development so that they can be assured enjoyment from the use and habitation thereof, and at the same time, preserving the natural beauty and environment.

RESIDENTIAL AAA DISTRICT

1) Property. The following described property located in Deschutes County, Oregon, is subject to the restrictive covenants of the AAA Residential District of Ponderosa Cascade of Bend:

Preliminary Plat No. 60, PONDEROSA CASCADE, a planned unit development, Deschutes County, Oregon:

In Section 36, Township 15 South, Range 10 East of the Willamette Meridian, Block 1, "Ponderosa Cascade"

In Section 1, Township 16 South, Range 10 East of the Willamette Meridian, Block 2 through Block 4, "Ponderosa Cascade".

2) Buildings.

a) No residence, trailer, tent, shack, barn, temporary building, out building, fence or post house shall be erected on any of the parcels in this district without approval in writing from the Design Committee.

b) No parcel or parcels shall be used for other than single family residences and there shall not exist in any lot at any time more than one residence.

c) No property shall be divided into smaller parcels than shown on the original plat.

d) No building shall be constructed on any parcel with a fully enclosed floor area of less than 1,000 total square feet and/or a first floor area of 800 square feet exclusive of carport, garage and open portion. No garage shall be constructed except as an integral part of the residence it is intended to serve.

e) No building shall be constructed within 15 feet of a Forest Service boundary and no building is to be erected in any common area which constitutes a fire hazard.

f) No building or any part thereof including garages and porches shall be erected in any lot closer than 50 feet to the front street line or closer than 15 feet to the rear parcel line or to either side parcel line. Notwithstanding the Design Committee shall have a right to permit reasonable modification of the setback requirements if in the discretion of the Committee the strict enforcement of the provisions would work a hardship.

g) No building shall be constructed to such a height that it will interfere unreasonably with the view of other property owners.

3) Approval of Plans. For the purpose of further insuring the development of the lands so platted as an area of high standards, the Developer reserves the power to control the building, structures, and other improvements placed on each lot, as well as to make such exceptions to these Reservations and Restrictions as the Developer or Committee, hereinafter designated, shall deem necessary and proper.

4) Design Committee. The Developer shall appoint a Design Committee composed of not less than three members. After 75% of the development is sold, the Design Committee will increase to 5 members, 4 of which be elected annually by the property owners themselves on the basis of one vote per homeowner. Land Developers Service Ltd. will retain membership of one member on the Design Committee. Whether or not provision therefor is specifically stated in any conveyance of a lot made by the Developer, the owner or occupant of each and every lot by acceptance of title thereto or by taking possession thereof covenants and agrees that no building, wall, fence or other structure shall be placed upon such lot unless and until the plans and specifications therefor and the plot plan have been approved in writing by the Committee. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal or approval of plans and specifications by the Committee may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Committee shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval.

5) Commercial Use. No commercial use or trade shall be carried on upon any property within the AAA Residential District. No trucks with capacity in excess of 3/4 ton and no commercial type vehicle shall be stored or parked except in a closed garage or in a concealed area. They shall not be parked on any residential street except while engaged in the transportation to or from the residency in the district.

6) Filling in and Removing. No lot or parcel shall be altered or changed without prior written consent from the Committee. The elevation of a lot shall not be changed so as

to materially affect the surface elevation or grade of the surrounding lots. No rock, gravel or clay shall be excavated or removed from any property for commercial purposes.

7) Nuisances. No horses, cattle, swine, goats, rabbits, poultry or fowl shall be kept on any lot. Horses may be kept in a special area to be provided by Developer. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work or screening acceptable to the Committee. No signs or other advertising shall be displayed on any lot unless the size, form and number of same are first approved in writing by the Committee. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises free from weeds, underbrush or refuse piles or other unsightly growths or objects, then the Developer or the Committee may enter upon such lands and remove the same at the expense of the owner, and such entry shall not be deemed a trespass if in the event of such a removal a lien shall arise and be created in favor of the Design Committee and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within 30 days after the owner is billed therefor. Incinerators, compost piles and burning barrels shall be maintained in a manner not to create a nuisance or to interfere with the scenic beauty of the environment.

8) Exterior Finishes. All exteriors shall be constructed of lumber, stone, brick or other material which harmonizes with the environment. No metal roofs or asphalt shingles shall be permitted.

9) Sewage Disposal. Each property owner shall meet sewage disposal requirements of the State of Oregon and the County of Deschutes. He shall maintain his facilities so as not to create a nuisance.

10) Pets. Household pets may be kept on the property. Owners must control their pets and prevent them from becoming a nuisance, threat or danger to their neighbors.

11) Campers and Trailers. No campers or trailers may be lived in or used for residences.

12) Hunting and Target Practice. No hunting or target practice shall be allowed in the area classified as AAA Residential District .

13) Motorcycles. The use of motorcycles, trail bikes and snowmobiles shall be restricted in that they shall not be used in such a manner as to become a nuisance to property owners.

14) Trees. No trees shall be cut down or removed which have a diameter of greater than 6 inches without prior approval of the Design Committee.

15) Effect of Restrictions. The above restrictions and covenants are to run with the land and shall be binding upon all parties and all persons owning property in AAA Residential District of Ponderosa Cascade of Bend. They shall remain in effect for a period of 10 years from the date that the last parcel is sold by either contract or deed. After that time, these covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a 2/3 majority of the record owners of the property agreeing to change the covenants in whole or in part is recorded.

16) Remedies for Violations. If any of the above restrictions or covenants shall be violated, it shall be lawful for any other person owning real property situated within said

development to prosecute any proceeding against the person violating the restrictions to either prevent him from so doing or to recover damages for such violations or both.

In addition, the Developer shall have a right whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property and summarily abate or remove the same at the expense of the owner, and any such entry, abatement or removal shall not be deemed a trespass.

The failure promptly to enforce any of the covenants or restrictions shall not bar their enforcement. The invalidation of any one or more of the covenants or restrictions by any Court of competent jurisdiction shall not affect any of the other restrictions or covenants and they shall remain in full force and effect.

In witness whereof Land Developers Service, Ltd. has caused these presents to be signed in its name by its President, and its corporate seal affixed, attested by its Secretary, the 24 day of June, 1972.

LAND DEVELOPERS SERVICE, LTD.

By Howell P. Baker  
President

ATTEST:

Rosemary W. Patterson  
Secretary

STATE OF OREGON )  
County of Deschutes ) ss.

June 24, 1972

Personally appeared the above named HOWELL P. BAKER and ROSEMARY PATTERSON who, being duly sworn, each for himself and not one for the other, did say that the former is the President and that the latter is the Secretary of Land Developers Service, Ltd., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Eager Steen  
Notary Public for Oregon  
My commission expires 8/27/74

STATE OF OREGON

County of Deschutes  
I hereby certify that the within instrument of writing was received for Record the 24 day of June A.D. 1972 at 10:17 o'clock A. M. and recorded in Book 187 on Page 199 Records of Wheat

ROSEMARY PATTERSON  
County Clerk

By [Signature]

ARTICLES OF ASSOCIATION  
OF  
PONDEROSA CASCADE OF BEND

ARTICLE I

NAME AND PURPOSE

Section 1

This Association shall be called: PONDEROSA CASCADE OF BEND PROPERTY OWNERS ASSOCIATION.

Section 2

The purposes and objects of this Association shall be to provide for the operation, maintenance, repair, rebuilding or rehabilitation of roads, streets and public ways of Ponderosa Cascade of Bend Flats, Deschutes County, Oregon, for the benefit of members of the Association who have purchased lots from Ponderosa Cascade of Bend.

ARTICLE II

MEMBERSHIP

Section 1

All owners of a parcel of property within the above described development shall automatically become members of this Association, and shall receive a certificate 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 lot shall be entitled to one membership.

ARTICLE III

FEES AND DUES

Section 1

Initial dues shall be the sum of \$750.00 payable monthly. Additional fees or dues shall be as follows:



concurrence of 66% of the membership.

#### ARTICLE IV

##### MEMBERSHIP MEETINGS

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##### Section 1 - Annual Meetings

The annual membership meeting shall be held in August of each year.

##### Section 2 - Special Meetings

Special 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 meeting may be held; provided, however, that the petition be delivered to the Secretary not less than one week before the designated period.

##### Section 3 - Quorum

At any regular or special meeting a quorum shall consist of forty (40%) percent of the membership, except that any membership meeting 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 meeting. At the reconvened meeting, a quorum will consist of five (5%) percent of the membership.

##### Section 4 - 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 specially granted to the Board by these Articles. At a special membership meeting no business may be transacted other than that stated as the purpose of the meeting, without the unanimous consent of the members present.

##### Section 5 - 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

DIRECTORS AND OFFICERS

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Section 1 - Directors

The management of the Association shall be vested in a Board of Directors of five person, four of which shall be elected by the membership. The fifth member shall be designated by Land Developers Service, Ltd. until seventy-five (75%) percent of the Development is sold. After seventy-five (75%) percent of the Development is sold, all Directors shall be elected by the membership and shall serve for a period of one year and until their successors are duly elected and qualified. The initial Board of Directors shall be appointed by Land Developers Service, Ltd. Directors shall hold office until their successors have undertaken their duties.

Section 2 - Vacancies

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

Section 3 - 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. They shall arrange an impartial audit by a public accountant of the books of the Association at least once a year, and shall issue a financial statement to the membership. They shall also issue annually to the membership a full report of its work during the year and of the progress and condition of the Association.

The Board may create any sub-committees composed of individuals interested in due or proper conduct of the work of the Association.

The directors shall have the power to purchase and/or lease additional real estate; to construct recreational facilities; to purchase recreational equipment, including horses; to expend money to maintain the roads and other facilities owned and/or operated by the Association and/or its membership for the benefit of all members; to provide informational services for members and prospective owners of the property, and to provide such additional services to the members as they in their sole discretion may determine to be advisable.

Section 4 - 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 5 - 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.

Section 6 - Bonds

All officers and employees of the Association handling funds of the Association shall be bonded.

ARTICLE VI

SECTION 1

Section 1

Whenever in the judgment of the board of directors a question shall arise which it considers should be decided by the members, the board shall call a special meeting for that purpose.

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.

## ARTICLE VII

### LIABILITIES

#### Section 1

Nothing herein 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 1

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.

## ARTICLE IX

### ROADS AND WATER

#### Section 1 - Roads

The Property Owners Association shall be responsible for the maintenance of all roads in the development.

#### Section 2 - Water

All domestic water shall be supplied to the individual property owners by a water district and the Property Owners

Association shall have no ownership interest in, or control of the sale or distribution of domestic water.

IN WITNESS WHEREOF The undersigned have subscribed their names respectively to the Articles of Association on this 24 day of June, 1972.

Land Developers Service, LTD.

By [Signature]  
President

By [Signature]  
Secretary

STATE OF OREGON )  
( SS.  
County of Deschutes )

June 24, 1972

Personally appeared Newel P. Baker and Rosella W. Baker, who, being sworn, stated that they are the President and Secretary respectively of Henderson Cascade of Bend, an association, and that the seal affixed hereto is its seal and that the foregoing Articles of Association were voluntarily signed and sealed in behalf of the association by authority of its officers.

ESKORE NR:

[Signature]  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 3/27/74

STATE OF OREGON  
County of Deschutes  
I, [Signature], Notary Public for Oregon, do hereby certify that the foregoing is a true and correct copy of the original as the same appears to me.  
Witness my hand and seal this 24th day of June, 1972.  
[Signature]  
NOTARY PUBLIC FOR OREGON

Section 1

This association shall be called: **PONDEROSA CASCADE**  
**ROAD REPAIR AND MAINTENANCE ASSOCIATION**

Section 2

The purposes and objects of this Association shall be to provide for the operation, maintenance, repair, rebuilding or rehabilitation of roads, streets and public ways of Ponderosa Cascade of Bend Flats, Deschutes County, Oregon, for the benefit of members of the Association who have purchased lots from Ponderosa Cascade of Bend.

**ARTICLE II**  
**MEMBERSHIP**

Section 1

All owners of a parcel of property within the above described development shall automatically become members of this Association, and shall receive a certificate 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 lot shall be entitled to one membership.

**ARTICLE III**  
**FEES AND DUES**

Section 1

Initial dues shall be the sum of \$ 7.50 payable monthly. Additional fees or dues may be assessed with the

concurrence of 66 2/3 of the membership.

## ARTICLE IV

### MEMBERSHIP MEETINGS

#### Section 1 - Regular Meetings

each year.

#### Section 2 - Special Meetings

Special 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 meeting may be held; provided, however, that the petition be delivered to the Secretary not less than one week before the designated period.

#### Section 3 - Quorum

At any regular or special meeting a quorum shall consist of forty (40%) percent of the membership, except that any membership meeting 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 meeting. At the reconvened meeting, a quorum will consist of five (5%) percent of the membership.

#### Section 4 - 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 specially granted to the Board by these Articles. At a special membership meeting no business may be transacted other than that stated as the purpose of the meeting, without the unanimous consent of the members present.

#### Section 5 - 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

### ASSOCIATION AND OFFICERS

#### Section 1 - Directors

The Association of the Association shall be composed of a Board of Directors of development areas of which shall be the membership. The first member shall be designated as the Development Service, and until seventy-five (75) percent of the Development is sold, after seventy-five (75) percent of the Development is sold, all directors shall be elected by the membership and shall serve for a period of one year and until their successors are duly elected and qualified. The initial Board of Directors shall be appointed by Land Developers Service, Ltd. Directors shall hold office until their successors have undertaken their duties.

#### Section 2 - Vacancies

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

#### Section 3 - 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. They shall arrange an impartial audit by a public accountant of the books of the Association at least once a year, and shall issue a financial statement to the membership. They shall also issue annually to the membership a full report of its work during the year and of the progress and condition of the Association.

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



The directors shall have the power to purchase under such additional conditions, to improve recreational facilities, to provide for the general welfare of the members, and to provide for the improvement of the facilities owned or controlled by the Association, and to provide for the benefit of all members, to provide for the benefit of the members and prospective owners of the property, and to provide such additional services to the members as they in their sole discretion may determine to be advisable.

#### Section 4 - 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 5 - 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.

#### Section 6 - Bonds

All officers and employees of the Association handling funds of the Association shall be bonded.

### ARTICLE VI

#### MAIL VOTE

#### Section 1

Whenever in the judgment 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 action 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 75% of the members shall be required. Action taken in this manner shall be as effective as if taken at a duly called meeting.

## ARTICLE VI LIABILITIES

### Section 1

Nothing herein 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 1

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.

## ARTICLE IX ROADS AND WATER

### Section 1 - Roads

The Property Owners Association shall be responsible for the maintenance of all roads in the development.

### Section 2 - Water

All domestic water shall be furnished to the individual property owners by a water district and the Property Owners

Association shall have no ownership interest in, or control of  
the sale or distribution of domestic beer.

IN WITNESS WHEREOF The undersigned have subscribed  
their names respectively to the Articles of Association on  
this 14 day of June 1972.

*and business service, 122  
Market Street, Portland*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

seal:



*James D. [Signature]*  
Notary Public for Oregon  
My commission expires Feb. 3, 1975

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STATE OF OREGON  
County of Deschutes

I hereby certify that the within instru-  
ment of writing was received for Record  
on 17 day of June AD 1972  
at 12:00 o'clock P. M. and recorded  
in Book 210 on Page 198 Records  
of Deschutes

ROSEMARY PATTERSON  
County Clerk

*J. W. [Signature]* Deputy

*See Deschutes  
Rt 2 Box 4547  
Pend, Ore.*