

98-1075 Courtesy
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WESTERN TITLE & ESCROW CO.

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**BYLAWS AND RESTRICTIVE COVENANTS
OF
TETHEROW CROSSING PROPERTY OWNER'S ASSOCIATION, INC.**

**PART ONE:
BY-LAWS OF ASSOCIATION**

Article 1. Name and Purpose

Section 1.01 Name

(a) This association shall be called Tetherow Crossing Property Owner's Association, Inc.

Section 1.02 Purpose

(a) The primary purpose of this Association shall be to provide for operation, maintenance, repair, rebuilding or rehabilitation of roads, streets and public ways of Tetherow Crossing Development, in Deschutes County, Oregon. A secondary purpose is to assist the members of the Association in the enforcement of these By Laws and Reservations & Restrictive Covenants.

Article 2. Membership

Section 2.01 Membership Entitlement

(a) Purchase of any parcel within the Tetherow Crossing Development under an agreement of sale and/or land sales contract automatically entitles & assigns the owner or joint owner's one (1) membership.

Article 3. Fees and Dues

Section 3.01 Dues

(a) Dues shall be in the sum of \$150.00 per year per parcel.

Section 3.02 Due Date

(a) Dues shall be payable on or before September 1st of each year, for the fiscal year beginning September 1st of that year.

Section 3.03 Non-Payment of Dues

(a) In the event of non-payment of dues or any assessment, the board of directors may direct the Association treasurer to file in the office of Deschutes County, Clerk, within 90 days after such delinquency a claim of lien setting forth the amount of the delinquent assessment together with interest, reasonable attorney's fees, and the cost of filing the lien. The treasurer will be instructed to apply a rate of 9% per annum accruing from the date the assessment became delinquent and continuing until final payment of the assessment. Such lien shall continue until paid or foreclosed. This lien shall be of the same kind and may be enforced so far as possible as provided in the Oregon Unit Ownership Law.

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Article 4. Annual Meetings, Special Meetings, & Voting Requirements

Section 4.01 Annual Meetings

- (a) The annual meeting shall be held in September of each year.

Section 4.02 Special Meetings

- (a) Special membership meetings may 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 two weeks before the designated period.

Section 4.03 Quorums

- (a) A Quorum at any regular or special meeting shall consist of ten (10%) percent of the membership. If a quorum is not present, the meeting may be adjourned, to be reconvened 7 to 14 days later. Notice of the adjourned meeting must be given to the membership and the date & time it will reconvene. At the reconvened meeting a quorum will consist of five (5%) percent of the membership.

Section 4.04 Powers of Meetings

- (a) 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 By Laws.
- (b) At a special meeting, no business may be transacted other than the stated purpose of the meeting. Other items may be discussed with the unanimous consent of all members present.

Section 4.05 Voting Rights

- (a) Each member is entitled to one (1) vote only, regardless of the number of parcels owned. A co-owned, or joint owned parcel is only one (1) membership, therefore only allowed one (1) vote.
- (b) Voting by proxy is acceptable, as long as it is documented by the secretary prior to the day of the meeting.
- (c) Voting rights will be denied to members who are past due in paying Association dues. A member may keep his/her voting rights by making a minimum of monthly payments (1/12 yearly dues minimum per month), consistently. This option must be prearranged, in writing, with the secretary or bookkeeper.

Article 5. Directors

Section 5.01 Board of Directors

- (a) The management of this association shall be vested in a Board of Directors consisting of seven (7) persons elected by the membership. All Directors elected by the membership shall serve for a period of one year and until their successors are duly elected and qualified.

Section 5.02 Forfeiture of Directorship

- (a) Any director of this association, who having been duly notified, fails to attend four regular board meetings without excuse satisfactory to the board, shall thereby forfeit his directorship on the board and the position shall be deemed vacant. These vacancies may be filled by appointment of the board, if the board deems necessary.

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Section 5.03 Duties of Directors

(a) The Directors shall administer all business carried on by the Association under the direction and control of any special or regular meetings of the members. They shall arrange an impartial review of the books of the association at least once a year, by any three members of the association, only one of which may be a board member, and none of which can sign on the corporation checking account. They shall also issue annually to the membership a full report of it's work during the year, including a financial statement, and the progress and condition of the association. The Board may create advisory committees composed of individuals interested in one or more phase of the work of the association. The Directors shall have the power to expend money to maintain the roads, streets, and public ways of the development for the benefit of all members; to provide informational services for the members; to assist in the enforcement of these By Laws and Restrictions; and to provide such additional services to the members as they in their sole discretion may determine to be advisable.

Section 5.04 Officers

(a) 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, that person may have a voice, but no vote, at the board meeting.

Article 6. Mail Vote

Section 6.01 Mail Vote Requirements

(a) Whenever in the judgement of the board of directors any question shall arise which it considers should be put to a vote of the membership, and when it deems it inexpedient to call a special meeting for that purpose, it may submit the matter to the membership in writing by mail for vote and decision, and the question thus presented shall be determined according to a majority (over 50 %) of the votes received by mail within two weeks after such submission to the membership, provided that in each case, votes of at least twenty-five (25%) percent of the members are received. Actions taken in this manner shall be as effective as action taken at a duly called meeting.

Article 7. Liabilities

Section 7.01 Liabilities

(a) 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 By-laws, except only acts of omissions arising out of his willful misfeasance.

Article 8. Amendments

Section 8.01 Amendment Requirements

(a) These By-laws of Association may be amended, repealed, or altered in whole or in part by a majority (over 50%) of members at a duly organized meeting of the Association, or by an authorized mail vote conducted per Article 6.

PART TWO:
RESERVATIONS AND RESTRICTIVE COVENANTS

Tetherow Crossing Property Owner's Association, Inc., makes the following declaration:

To the Public: Declarations of restrictions upon real property situated in Deschutes County, Oregon, more particularly described in "Exhibit A", which is attached, and by this reference made a part hereof. It is the intent and purpose of these reservations and restrictive covenants to protect the rights and investments of all property owners within this development so they can be assured enjoyment from the use and habitation thereof, at the same time preserving the natural beauty and environment.

- A) No residence shall be constructed on any acreage or portion thereof, which contains less than one-thousand (1,000) square feet of living area, exclusive of garages, porches, and outbuildings.
- B) No building shall be constructed on any acreage or portion thereof which does not meet the "set back" codes enforced by the county. For the purpose of these restrictions, eaves, steps, and porches shall be considered part of the building.
- C) No basements, shack, garage, or other outbuilding constructed or placed upon any portion of said acreage shall at any time be used as a temporary or permanent residence. Temporary residences used while a permanent residence is being built, must conform to the standards set by the county for such temporary residences.
- D) All residences, dwellings, and other outbuildings erected shall be placed on a foundation that must meet county standards.
- E) "Mobile" or "manufactured" homes used for permanent residence, must meet all current standards imposed by the county for such a residence.
- F) No obnoxious or offensive trade or activity shall be carried out on any acreage or portion thereof. There shall be no activity which may be or may become an annoyance to the neighborhood. No swine or chickens (including roosters) will be allowed.
- G) No acreage shall be used or maintained as a dumping ground for rubbish, trash, garbage, wrecked vehicles, or other waste. Any normal accumulation of garbage or waste shall be kept in sanitary containers at all times.
- H) A private barn and/or stable may be maintained for limited livestock production, provided that such production is not a commercial or feedlot enterprise.
- I) No commercial use or trade shall be carried out upon any parcel without written consent of the Property Owner's Association. "In-home offices" are acceptable, as long as there is no outward appearance of a business, such as increased traffic, signs, or any other indicator of commercial use. No commercial type vehicle shall be stored or parked except in a closed garage or in a concealed area.
- J) No parcel shall be drastically altered or changed in terrain without the prior written consent from the Property Owner's Association. The elevation of a parcel shall not be changed so as to materially effect the surface elevation or grade of the surrounding plats. No rock, gravel, or clay shall be excavated or removed from any property for commercial uses.

- K) The above restrictions and covenants are to run with the land and shall be binding upon all parties and persons owning real property within the Tetherow Crossing subdivision, and their future grantees, assigns, heirs, and successors. Other than granting a variance, which shall be left up to the directors, a change in restrictions or covenants can only be achieved by a majority vote (more than 50%) of property owner's at a duly organized meeting of the association or authorized mail vote as described in the by-laws.
- L) If any of the above restrictions or covenants shall be violated, it shall be lawful for any other person owning real property in the Tetherow Crossing subdivision to prosecute any proceeding against the person(s) violating the restrictions. This prosecution may be done to either prevent the violation, or recover damages for such violation, or both.

Exhibit A: Tetherow Crossing Subdivision Description of Property

S $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 24; N $\frac{1}{4}$, N $\frac{1}{4}$ S $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 25

That portion lying N of the center of Deschutes River Westerly from Tetherow Bridge and that portion lying Northerly of Deschutes River Rim in SW $\frac{1}{4}$ NE $\frac{1}{4}$; and that portion lying N of Rim SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 36 Township 14 S Range 12 EWM. SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 30 Township S. Range 13 EWM. NW $\frac{1}{4}$ NW $\frac{1}{4}$, that portion lying N of Rim SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 31 Township 14S Range 13 EWM. Containing 1080 acres more or less.

As of October 5th, 1998, the above Bylaws and Reservations & Restrictive Covenants supercede and replace any of those previously recorded with Deschutes County.
Tetherow Property Owner's Association, Inc.

By: *RM Grant* 11/5/98
President

ATTEST: *Judith A. Lambert*
Secretary

STATE OF OREGON)
) ss.
County of Deschutes)

On this 19 day of Nov., 1998, personally appeared before me Rod Lambert, who, being duly sworn, did say that he was the President of TETHEROW CROSSING PROPERTY OWNER'S ASSOCIATION, INC. at the time this revision was passed, and that said instrument was signed in behalf of said association by authority of its Board of Directors and a majority of the members at a duly organized meeting held on October 5th, 1998, and he acknowledged said instrument to be its voluntary act and deed.

Laurie A. Witty

Notary Public for Oregon

My Commission Expires: 7 26 02



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STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

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

98 NOV 19 PM 3:15

MARY SUE PENHOLLOW
COUNTY CLERK

BY Mis DEPUTY

NO. 98-52562 FEE 35-

DESCHUTES COUNTY OFFICIAL RECORDS