

DECLARATIONS, RESTRICTIONS,  
PROTECTIVE COVENANTS AND CONDITIONS  
for  
TIMBER RIDGE  
DESCHUTES COUNTY, OREGON

This Declaration is made this 24 day of June, 1976, by the undersigned Declarant.

WHEREAS, Declarant is the owner of the certain real property in the county of Deschutes, state of Oregon, hereinafter referred to as "Property", more particularly described on the official plat of Timber Ridge, Deschutes County, Oregon, and,

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

NOW, THEREFORE, Declarant hereby declares that all of the said property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions, and reservations hereinafter set forth; all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. These easements, covenants, restrictions, conditions, and reservations shall constitute covenants, to run with the land and shall be binding upon all persons 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

As used in this Declaration, the following terms will be defined as follows:

(1) "Association" shall mean TIMBER RIDGE HOMEOWNERS ASSOCIATION, a nonprofit corporation organized under the laws of the state of Oregon, its successors and assigns.

(2) "Property" shall mean the above described property and any additions made thereto in accordance with Article II.

(3) "Common Area" shall mean all of the above described property except the numbered lots, (Subject to Article IX, Section 4).

(4) "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of said property, (Subject to Article IX, Section 4).

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

(6) "Owner" shall mean the recorded owner, whether one or more persons or entities, of fee simple title to any lot situated upon said property, or a contract purchaser if his record owner retains such title merely to secure an

obligation. Owner does not include those having the interest merely as security for the performance of an obligation.

(7) "Declarant" shall mean and refer to J. L. Ward Construction Co., an Oregon corporation, its successors and assigns.

## ARTICLE II

### ADDITIONS

At any time before January 1, 1981, Declarant shall have the right to bring within the scheme of this Declaration additional properties if such properties are in accord with the general plan of development of TIMBER RIDGE. Such additions shall be made by filing of record a Supplemental Declaration with respect to such additions.

## ARTICLE III

### MEMBERSHIP AND VOTING

Section 1. MEMBERSHIP: Every owner of a lot which is subject to an assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. If a lot owner sells the lot by contract of sale, upon written notification to the Association, the lot owner's membership shall terminate and the contract purchaser's membership shall commence.

Section 2. VOTING: Every owner (except Declarant) of a lot which is subject to an assessment shall have one vote for each lot owned. Declarant shall have two votes for each lot owned by it until January 1, 1981; after said date Declarant shall have one vote for each lot owned by it.

## ARTICLE IV

### PROPERTY RIGHTS

Section 1. EASEMENT: Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every lot. The easement herein granted shall be subject to the rules and regulations of the Association, and subject to Article IX, Section 4.

Section 2. DELEGATION: Any member may delegate, subject to the rules and regulations of the Association, his right of enjoyment to the Common Area to the members of his family, his guests, or his tenants.

Section 3. ASSOCIATION EASEMENT: The Association shall have an easement for maintenance of each lot excepting that portion of the lot which is occupied by a structure.

## ARTICLE V

### COVENANT FOR ASSESSMENTS

Section 1. CREATION OF LIEN: The Declarant for each lot which it owns, hereby covenants, and each owner of any lot by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Association the following:

(a) Annual maintenance and utility assessments or charges, and (b) Special assessments for capital improvements. The assessments will be established and collected by the Association. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. In addition, such charges shall be the personal obligation of the lot owner. Such personal obligation shall not pass to subsequent owners of the lot.

Section 2. PURPOSE: The annual assessments shall be used exclusively to promote the recreation, health, safety and welfare of the members and for the improvement and perpetual maintenance of the described property and the homes situated thereon. Without limiting the generality of the foregoing, it is understood that the annual assessment will include charges for Common Areas such as road maintenance, grass watering and cutting, insurance and real property tax charges, as well as individual utility assessments such as sewer, water, garbage, etc.

Section 3. MAXIMUM ANNUAL ASSESSMENT: Prior to January 1, 1977 the maximum annual assessment shall not exceed \$350. Thereafter, it may be increased by ten percent (10%) per year by the Board of Directors of the Association. Any increase in excess of 10% of the previous years maximum allowable assessment must be approved by two-thirds of the votes entitled to be cast.

Section 4. SPECIAL ASSESSMENT: All special assessments proposed by the Association must be approved by two-thirds of the votes entitled to be cast.

Section 5. UNIFORMITY: After all lots have been sold to individual homeowners, all assessments must be fixed at a uniform rate for all lots unless an assessment relates exclusively to one or more lots. In the latter event the individual lot or lots may be charged.

Section 6. COMMENCEMENT OF ASSESSMENT: The annual assessments provided for herein shall commence on the first day of the month following the conveyance of the Common Area to the Association by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount and payment dates for each annual assessment prior to the commencement of the assessment period.

Section 7. COLLECTION: The Association shall use any legal means available to it for collection of delinquent assessments.

Section 8. SUBORDINATION: The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of any first mortgage or any first trust deed 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 such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which become due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any remaining after such mortgages and 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.

RESTRICTIONS ON USE OF PROPERTY

Each lot will be subject to the following restrictions:

Section 1. Each lot shall be used for residential purposes only.

Section 2. No noxious, or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Section 3. No living tree may be cut down without the written consent of the Association.

Section 4. No animals other than domestic household pets shall be kept on any part of said property.

Section 5. No materials such as firewood, building materials, ladders, refuse, or garbage containers shall be stored outside the structure. No outside clotheslines will be permitted.

Section 6. Each lot and its improvements shall be maintained in a clean and attractive condition in good repair and in such fashion as not to create a fire hazard, and in compliance with the regulations of the Association.

Section 7. No motorized vehicles other than automobiles or pickup trucks may be operated on the property without prior approval of the Association.

Section 8. No mobile homes, travel trailers, boats, boat trailers, pickup campers or other recreational vehicles may be stored outside on any lot.

## ARTICLE VII

RULES AND REGULATIONS

The Board of Directors of the Association may from time to time adopt rules, regulations and penalties for violation of the rules and regulations. The rules, regulations and penalties shall be binding upon the members of the Association.

## ARTICLE VIII

ARCHITECTURAL CONTROL

After initial construction of the residence and sale to the homeowner, no building, fence, wall, or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, color, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography, and plans for landscaping by the Board of Directors of the Association or its designated committee. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with, it being the intention of this Article that the Board or said Committee shall have full control not only of structures but landscaping and maintenance of individual lots.

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 condition of his property to violate any provision of this Declaration, the Association may no sooner than sixty (60) days after delivery to such owner of written notice of the violation enter upon the offending property and remove the cause of the 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 charged 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 way affect any other provision which shall remain in full force and effect.

Section 3. AMENDMENT: 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 twenty (20) years from the date this Declaration is recorded, after which time they will be automatically extended for successive periods of ten (10) years. Any of the covenants and restrictions of this document may be amended during the first twenty (20) years from the date recording this Declaration by an instrument signed by the Board of Directors of the Association. The Board of Directors will execute and record the required instrument if seventy percent (70%) of the members of the Association vote to amend; thereafter the required vote shall be reduced to sixty-five percent (65%).

Section 4. SUBSTITUTION OF COMMON AREAS: At any time prior to January 1, 1981, Declarant shall have the right to make minor modifications of lot lines between the numbered lots and adjacent common areas, provided Declarant has first obtained the approval of the Association and provided further that on January 1, 1981, the total common area shall be no less than the total common area shown on the official plat of Timber Ridge. Any area or areas adjusted in accordance with the terms of this paragraph shall be treated as if they had been originally platted in the manner as adjusted.

IN WITNESS WHEREOF the undersigned, Owner, has hereunto set its hand this 7th day of June, 1976.

J. L. Ward Construction Co.

Jan L. Ward  
Jan L. Ward, President

SUBSCRIBED AND SWORN To before me this 7th day of June, 1976.

James H. Hurd  
Notary Public for Oregon  
My Commission expires: 12/26/78

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**20033**

# STATE OF OREGON

## County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 16 day of June A.D. 19 76 at 10:05 o'clock A M., and recorded in Book 332 on Page 825 Records of Deschutes

**ROSEMARY PATTERSON**

County Clerk

By Percy Patterson Deputy