

VOL: 2001 PAGE: 14193
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



*2001-14193 * Vol-Page

Printed: 03/29/2001 11:27:20

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received
and duly recorded in Deschutes County records:

DATE AND TIME: Mar. 29, 2001; 11:26 a.m.

RECEIPT NO: 33704

DOCUMENT TYPE: Covenants, Conditions &
 Restrictions

FEE PAID: \$96.00

NUMBER OF PAGES: 13

A handwritten signature in cursive script, reading "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

2001-14193-1

RECORDING OF AMENDED
DECLARATIONS, RESTRICTIONS,
PROTECTIVE COVENANTS AND CONDITIONS
FOR
WINSTON RANCH PROPERTY OWNERS ASSOCIATION
20195 Winston Loop
Bend, OR 97701

WHEREAS on the 8th day of July, 2000, at the annual meeting of the Winston Ranch Property Owners Association and on the 15th day of August, 2000, at a Board of Directors meeting, it was agreed to record an amended copy of the Declarations, Restrictions, Protective Covenants and Conditions of Winston Ranch Property Owners Association recorded in Volume 282, at page 721, Deed Records, Deschutes County, Oregon.

WHEREAS the Board of Directors consisting of Charles C. Brown, Chad Phillips, and Ralph Moskowitz, have joined in this recording as evidenced by their signatures hereto:

NOW THEREFORE, an amended copy of the Declarations, Restrictions, Protective Covenants and Conditions for Winston Ranch Property Owners Association is hereby recorded as attached "Exhibit A".

2001-14193-2

IN WITNESS WHEREOF, the undersigned Board of Directors have hereunto caused
these presents to be executed this 26 day of March, 2001.

WINSTON RANCH PROPERTY OWNERS ASSOCIATION

Charles C. Brown
BY CHARLES C. BROWN, PRESIDENT

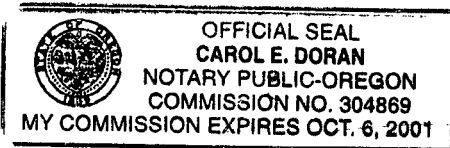
Chad E. Phillips
BY CHAD PHILLIPS, VICE-PRESIDENT

Ralph Moskowitz
BY RALPH MOSKOWITZ, SECRETARY/TREASURER

STATE OF OREGON, County of Deschutes, ss:

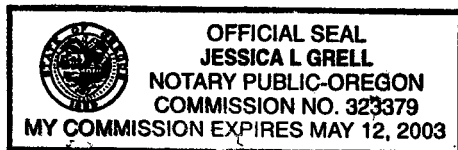
The foregoing instrument was acknowledged before me this 22 day of February, 2001, by
CHARLES C. BROWN.

Carol E. Doran
NOTARY PUBLIC FOR OREGON



The foregoing instrument was acknowledged before me this 26th day of March, 2001, by
CHAD PHILLIPS.

Jessica L. Grell
NOTARY PUBLIC FOR OREGON



The foregoing instrument was acknowledged before me this 21 day of February, 2001, by
RALPH MOSKOWITZ.

Ralph Moskowitz

Cindy L. Homan
NOTARY PUBLIC FOR OREGON



DECLARATIONS, RESTRICTIONS,
PROTECTIVE COVENANTS AND CONDITIONS
FOR
WINSTON RANCH

This Declaration is made this 27th day of July, 1978, by the undersigned hereinafter referred to as "The Association":

WHEREAS, The Association 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, The Association hereby declares that all of 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" or "The Association" shall mean the Winston Ranch Property Owners Association, a nonprofit corporation organized under the laws of the State of Oregon, its successors and assigns.

(2) "Lot" shall mean any numbered parcel of land shown by any recorded subdivision plat of the Property.

(3) "Member" shall mean all those Owners who are members of the Association as provided in Article II, Section I hereof.

(4) "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.

(5) "Property" or "The Property" shall mean and refer to the above described real property.

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

ARTICLE II
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

All Members as defined in Section 1 shall be entitled to vote as follows:

(a) All members shall be entitled to one vote per Lot owned on all matters except as noted below in Subsection (b) of this Section. 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 one Lot.

(b) For irrigation budgetary matters only, Members shall be entitled to one vote per irrigable acre or a fraction of one vote for any fraction of irrigable acreage 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 irrigable acre all such persons or entities shall be members, and the vote for such acreage shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one irrigable acre.

Section 3. Duties:

The Association, in addition to all other obligations and duties required by law, shall be responsible for the following:

- (a) Roadway maintenance.
- (b) Operations, maintenance and upkeep of the irrigation system as described in Article III, Section 2 of this declaration.
- (c) Collection of all maintenance assessments and special assessment authorized hereunder.
- (d) Snow removal as authorized by the Directors of the Association.
- (e) Any other function authorized by the Directors of the Association.

ARTICLE III
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 roadways as defined herein and shall have a common easement ten (10) feet wide beginning at the high water mark around the entire edge of the irrigation pond as located on Lot 3, Block 1 and Lot 7, block 1, and such easements shall be appurtenant to and shall pass with the title to every Lot; subject, however, to the following provisions:

(a) The right of the Association to dedicate or transfer all or any part of the roadways 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 has been recorded in the appropriate records of Deschutes County, Oregon, executed by each of the owners of Lot 4, Block 1. Lot 5, Block 1, Lot 6, Block 1 and Lot 8. Block 1 , approving the transfer, and further signed by the Secretary of the Association evidencing the fact that 100% of the remaining votes entitled to be cast have approved the transfer.

(b) 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 roadways and the irrigation pond easement by the members of the Association their business invitees and guests.

Section 2. Irrigation System:

(a) Definitions:

(1) Irrigation system. The main irrigation water distribution line, pumps, and irrigation pond located on Lot 3, Block 1 and Lot 7, Block 1, used for purposes of distributing irrigation water to the irrigable acreage located on the property.

(2) Irrigable acreage. That portion of the property which is irrigated by the irrigation system.

(b) The irrigation system shall be maintained and operated by the Association for the benefit of all owners, even though not every Lot has irrigable acreage and not every Lot will receive irrigation water from the irrigation system. Each Lot Owner shall be responsible for the maintenance, operation, and repair of irrigation water distribution lines and sprinkler heads located on their lot which is not part of the irrigation system maintained and operated by the Association. No part of the irrigation system or water distributed by said system shall be used for domestic use.

(c) Each lot owner shall be responsible for a pro rata share of all expenses related to the irrigation system, and these expenses will be a part of the maintenance assessment provided for herein . The pro rata share of each

owner shall be computed on the basis of the percentage of total irrigable acreage located on each owner's lot, if any. These percentages may be adjusted from time to time according to changes made to the total irrigable acreage located on each owner's lot, if any, and upon approval of the Board of Directors of the Association, made a part of the records of the Association.

(d) The Association has the following described easements on, over and across said property for the irrigation system:

(i) An easement located on Lot 3, Block 1, and Lot 7, Block 1, for the irrigation ditch, pond, and pumps for the irrigation system.

(ii) An easement located on Lot 3, Block 1, and Lot 7, block 1, for the overhead power lines from the southerly boundary lines of said lots to the irrigation pumps for the irrigation system.

(iii) An easement located on Lot 3, Block 1, and Lot 7, Block 1, for the existing underground power lines from the easterly boundary of said property to the irrigation pumps for the irrigation system.

(iv) An easement 30 feet wide, 15 feet on each side of the main irrigation pipelines of the irrigation system for the installation, repair, operation, and maintenance of said system.

(v) An easement located on Winston Loop and Winston Court as described on the plat of said property for irrigation pipelines

(vi) An easement 15 feet wide (7.5 feet on each side of the pipe) for the maintenance and repair of irrigation lines for the irrigation system as installed.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments:

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) Roadway maintenance.
- (b) Snow removal.
- (c) Administrative expenses.
- (d) Collection costs.
- (e) Legal and accounting expenses.
- (f) Any other purpose declared appropriate 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 roadways or irrigation system provided that except for repairs or replacement, any such assessment which exceeds \$5,000 in cost in the aggregate in any assessment year shall require the affirmative vote of a 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. If at least two meetings have been held for the purpose of approval of a special assessment at which a quorum has not been present in person or proxy, a quorum shall be deemed to be present at the third or any subsequent such meeting called by the Directors if any member shall be present in person or by proxy.

Section 4. Uniform Rate of Assessment:

Both annual and special assessments shall be charged at a uniform and equal rate per lot owned by any member, except as noted in Article III, Section 2, Subsection (c) for the irrigation system, and such assessments may be collected on an annual, quarterly, or monthly basis at the discretion of the Directors.

Section 5. Effect of Nonpayment of Assessments and Remedies of Association:

Any assessments which are not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten 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, 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 Association 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 nonuse or abandonment of his building, Lot, or building site.

Section 6. 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 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 V
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. No sign will be placed on any lot without the prior consent of the Architectural Review Committee.
4. 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.
5. No boat, mobile home, RV, trailer, or pickup camper may be left on any Common Area or on any street overnight, nor on any lot more than 2 weeks except during construction of an improvement. All such equipment shall be stored as specified in paragraph 14 below.

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

7. No motorcycle, motor bike, snowmobile or similar all terrain vehicle shall be allowed to operate anywhere within the Property.

8. No residence shall be built upon any lot with less than 1,750 square feet of living area.

9. Roofs should have a minimum pitch of 4 in 12 and must be covered with shakes, wood shingles, slate or concrete tiles, concrete and wood simulated shakes (such as Permatek) or high quality composition shingles that are approved by the Architectural Review Committee and are harmonious with the surroundings.

10. Exposed metal or trim must be anodized or painted to blend with the exterior colors of each residence and be non-reflective.

11. Exterior surfaces shall be primarily of wood or Hardiplank. Brick, natural stone masonry and stucco are acceptable surface alternatives within the following guidelines:

Exterior wood or Hardiplank - minimum 70%

Exterior masonry (brick, natural stone) - up to 20%

Exterior stucco - maximum 10%

Colors selected will be finished so as to blend with the natural landscape. All colors and materials to be approved by the Architectural Review Committee.

Fences shall also be of wood and allowed to weather naturally or finished with a stain or paint as approved by the Architectural Review Committee. All other materials and finishes must be approved by the Architectural Review Committee. All materials used for window frames, door frames and sliding glass doors must be approved by the Architectural Review Committee. The owners of Lots 4, 9, 10, 11, 12, 13, and 15 shall be allowed to install wire (except for barbed wire) boundary fencing with metal posts on those portions of the boundary lot lines 10 or more feet below the crest of the rim on the westerly and northerly portions of Winston Ranch. Any mesh wire is not to have openings exceeding four inches. All such wire fencing must be approved by the Architectural Review Committee before installation.

12. A carport or garage must be provided for at least two (2) automobiles with additional parking provided for at least two automobiles.

13. All landscaping must be approved by the Architectural Review Committee.

14. All farm equipment, recreational vehicles, trailers, satellite dishes, or other unsightly equipment must be stored in approved outbuildings or garages, or must be screened from view with approved fencing materials or landscaping. All fuel tanks must be screened with approved fencing materials or landscaping or placed underground.

15. No firearms shall be discharged within Winston Ranch.

16. No trees shall be removed from any Lot without prior approval of the Architectural Review Committee.

17. Any owner may raise horses, cattle, sheep, or llamas provided, however, that the aggregate number of livestock shall not exceed three (3) head per acre. This limitation shall not be applicable to new born livestock which may be pastured for a reasonable time not to exceed one year. Poultry will be limited to fifteen (15) head per lot. All livestock shall be properly maintained and fenced.

(a) No domestic animals of any kind shall be raised or permitted on a unit other than a reasonable number of household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance to other units, persons or their livestock.

(b) Pets shall not be permitted to run loose off of Homeowners property, except under effective leash or voice control.

(c) Ownership or possession within Winston Ranch of a vicious dog is prohibited. A vicious dog is defined as:

(1) Any dog which, when unprovoked, approaches any person in a vicious or terrorizing manner in an apparent attack anywhere other than on the owners or possessor's property.

(2) Any dog which has a known propensity, tendency of disposition to attack: without provocation to cause injury or otherwise endanger the safety of persons, other domestic animals or livestock.

(3) Any dog which bites, inflicts injury upon, assaults or otherwise attacks a person, domestic animal or livestock without provocation on common, public or private property.

(4) Any dog which is kept or trained for the purpose of dog fighting.

18. All exterior lighting must be approved by the Architectural Review Committee. To minimize light pollution for the property owners that wish to maintain a rural atmosphere within Winston Ranch all exterior incandescent lights that exceed 150 watts and any mercury vapor, high pressure sodium, metal halide or florescent lights must be shielded and the light directed downward. Landscape lighting must be of low intensity and shielded. It is preferred that all exterior lighting be energized only when necessary.

19. Upon beginning of construction on a lot of any building other than a well house, a residence must be begun and exterior completed within eighteen (18) months.

20. It is the responsibility of all property owners to maintain the mountain views of the other property owners of Winston Ranch by keeping their own existing trees and landscaping trimmed and also by not allowing new trees and landscaping to obstruct the view of the property owners. Existing view shall be defined as the mountain view property owners have at the time they purchase

their lot. All property owners are to protect existing trees from damage by livestock.

21. All buildings shall have the exterior completed in compliance with the appropriate regulations within twelve (12) months from the starting date of said project.

ARTICLE VI

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 that have been selected by a majority vote of owners. A majority of the committee may designate a representative to act for it. In case of death or resignation of any member or all members of the committee, the Board of Directors of the Association shall have full authority to designate a successor or successors until the annual Property Owners meeting. Neither the members or the committee or its designated representative shall be entitled to any compensation for services performed by said members.

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 representative, 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 VII
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 nowise 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 25 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. Amendments

Any of the covenants, conditions or restrictions of this Declaration except the easements herein granted and the property rights herein granted by Article III, Section I (a) of this Declaration 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 shall be deemed to revest or reserve in the Association any right of reversion or reentry 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 thereof, may be inspected by any Member, or his attorney or agent, for any 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 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 by the Association or by any of the Property Owners or their legal representatives, 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.

IN WITNESS WHEREOF, The undersigned, the Owner of all said property has hereunto caused these presents to be executed this 27th day of July, 1978.

WINSTON RANCH PROPERTY OWNER'S ASSOCIATION

A partnership composed of: