

ARTICLES OF ASSOCIATION OF  
LITTLE DESCHUTES RIVER WOODS OWNERS ASSOCIATION

ARTICLE I  
NAME AND PURPOSE

Section 1.

This Association shall be called LITTLE DESCHUTES RIVER WOODS OWNERS ASSOCIATION.

Section 2.

The purpose and objects of the Association shall be to provide for the operation, maintenance, repair, rebuilding or rehabilitation of roads, streets, access roads and public ways to in and through Tract 1069, Klamath County, Oregon, and for the providing and maintaining of solid waste disposal bins and areas as per County of Klamath and State of Oregon Ordinances, for the benefit of members of the association who have purchased lots from Michael B. Jager, Margaret H. Jager and Clark J. Kenyon.

11/11/13

Section 3.

It is also the purpose of this Association to see that the provisions of the United States Department of Agriculture -- Forest Service Road Use Permit for Little Deschutes Road #254, located within Sections 29, 30, and 31, T. 25 S., R. 8 E., W.M.; Section 36, T. 25 S., R. 7 E., W.M.; Section 1, T. 26 S., R. 7 E., W.M.; from the junction with Highway 58 southwesterly approximately 4.0 miles to a point on the South line of said Section 1; said point being approximately 945 feet east of the Southwest Corner of said section, will be followed specifically as follows:

- (1) COMPLIANCE WITH LAWS AND REGULATIONS. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, County, and municipal laws, ordinances, or regulations, which are applicable to the area or operations covered by this permit.
- (2) USE NONEXCLUSIVE. The privileges granted in this permit to use this road are not exclusive. The Forest Service may use this road and authorize others to use it at any and all times. The permittee shall use said road in such manner as will not unreasonably or unnecessarily interfere with the use thereof by other authorized persons, including Forest Service.
- (3) RULES AND REGULATIONS GOVERNING USE. The permittee, its agents, employees, contractors, or employees of contractors, shall comply with all reasonable rules and regulations prescribed by the Forest Service for control and safety in the use of this road and to avoid undue damage to the road. Such rules and regulations will include:
  - a. Upon reasonable notice, closing the road or restricting its use when, due to weather conditions, or the making of alterations or repairs, unrestricted use would, in Forest Service judgment, cause excessive damage or create hazardous conditions.

- b. Closing the road or restricting the use, when required by any Governmental agency which by law has jurisdiction to authorize such closing or restriction, of which requirement prompt notice shall be given.
  - c. Upon reasonable notice, closing the road during periods when, in Forest Service judgment, there is extraordinary fire danger.
  - d. Traffic controls which, in Forest Service judgment, are required for safe and effective use of the road by authorized users thereof.
  - e. Prohibition on the operation on this road of any vehicles or equipment having cleats or other tracks which will injure the surface thereof.
  - f. Regulation of the number of vehicles so as to prevent undue congestion of this road.
  - g. The permittee shall not use economic poison as defined in Section 2 of the Federal Insecticide, Fungicide, and Rodenticide Act of June 25, 1947, as amended (61 stat. 163; 73 stat. 286; 75 stat. 18; 75 stat. 42; and 78 stat. 190), on any portion of the area included in this permit without the written approval of the Regional Forester or his designated representative. Application for approval shall be in writing and specify the area to be treated; the economic poison; and time, method, and rate of application.
- (4) INSURANCE. Permittee shall be required to carry public liability and property damage insurance for the operation of vehicles, in the amounts established by applicable State laws, cooperative agreements, or easements issued on the subject road or roads.
- (5) MAINTENANCE AND SURFACE REPLACEMENT. The permittee shall be responsible for all maintenance and surface replacement proportionate to his use. Performance of such maintenance and surface replacement shall be in accordance with Exhibit B, Maintenance Specifications, attached hereto and made a part hereof, or as mutually agreed upon, in writing, from time to time and shall consist of current maintenance as necessary to preserve, repair, and protect the roadbed, surface, and all structures and appurtenances.
- (6) FIRE PREVENTION AND SUPPRESSION. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the Forest Service.
- (7) DAMAGES. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and promptly upon demand shall pay the United States for any damages resulting from negligence, or from violation of the terms of this permit, or of any law or regulation applicable to the National Forests, by the permittee, or by his agents, contractors, or employees of the permittee acting within the scope of their agency, contract, or employment.
- (8) SUSPENSION. Upon the failure of the permittee, its agents, employees, or contractors, to comply with any of the requirements of this permit, the officer issuing the permit may suspend operations in pursuance of this permit.

- (9) TERMINATION. This permit shall terminate on June 30, 1974, unless extended in writing by the Forest Service. It may be terminated upon breach of any conditions herein or at the discretion of the Regional Forester or the Chief, Forest Service.
- (10) In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the following clauses will control.
- (11) NONDISCRIMINATION. During the performance of this permit, the Permittee agrees:
  - a. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, creed, or national origin.
  - b. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, creed, or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public.
  - c. The permittee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.
  - d. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicuously displayed at the public entrances to the premises, and at other exterior or interior locations as directed by the Forest Service.

Section 4.

Also it will be the requirement of the Association to maintain Road #254 within Tract 1069 as per Exhibit B of the Forest Service Permit described above which reads as follows:

- (1) That portion of Road #254 used under terms of the permit shall be maintained to the typical cross section. Ruts shall be currently removed to allow surface water to move off the road and into the ditches and not down the road.
- (2) The permittee is allowed to plow snow in a manner satisfactory to the Forest Service but shall be required to replace any surfacing lost due to this activity.
- (3) The permittee shall abate the dust to reduce the loss of fines from the road's surface. Dust shall be abated annually, not later than June 1, using a palliative agent acceptable to the Forest Supervisor.
- (4) All drainage structures will be kept open to allow free flow of water through them.
- (5) Trees, snags, etc., that fall on or across the roadway shall be removed back to the clearing limits.
- (6) The permittee shall be responsible for surface replacement. Such surface replacement shall be done at such times and in such amounts as deemed necessary by the Forest Supervisor.

ARTICLE II  
MEMBERSHIP

Section 1.

All owners of a lot within the above Tract I069 shall automatically become members of this association, and shall receive a certificate evidencing such membership. Any person purchasing any lot within said tract under an agreement of sale and/or land sales contract shall be deemed the owner of said lot for the purposes hereunder. Joint owners of any lot shall be entitled to one membership.

ARTICLE III  
FEES AND DUES

Section 1.

There shall be no dues to the membership of the Association, and in lieu thereof the board of directors shall annually assess each lot in the subdivision its proportionate share of the costs for maintenance of said roads, streets and public ways in said subdivision. The costs of said maintenance shall include the necessary amounts incurred by the directors for insurance, bond premiums, equipment rental, materials and labor required for such operation and maintenance. The owner of the subdivision shall pay a like assessment for each lot remaining unsold in said subdivision, it being the intention that all assessments shall be uniform, as much as is practicable. At such time as Klamath County, or any other political subdivision of the State of Oregon, shall assume the responsibility for such operation and maintenance, there shall be no further assessments.

Section 2.

In the event any member, including the developer as to lots owned by him, shall fail to pay his or her assessments when due and payable, the amount thereof, together with interest at the maximum amount permitted by law from such date, and costs of collection, if any, shall become and constitute a lien against the lot or lots owned by said delinquent member. The lien shall attach upon filing a claim of lien in the Office of the County Clerk of Klamath County, Oregon, particularly describing said lot or lots and mailing to the delinquent member at his last known address a copy of said claim of lien. Said lien may be foreclosed and the property sold to satisfy said lien in the same manner as is provided for the foreclosure of mechanic's liens under the laws of the State of Oregon. If no such claim of lien shall have been filed but no action to enforce such lien shall have been commenced within six (6) months after such filing, then such claim and/or lien shall be null and void.

ARTICLE IV  
MEMBERSHIP MEETINGS

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 fifty (50%) percent of the membership, except that any membership meeting at which a quorum is not present may be adjourned for from seven (7) to fourteen (14) days, and the secretary of the board will, within three (3) days, give notice to all voting members of the adjourned meeting. At the reconvened meeting, a quorum shall consist of twenty-five (25%) 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 specifically 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, in person or by mail, and there may be voting by proxy. In instances of joint ownership by individuals, or owned in the name of a partnership or corporation, such entity shall advise the Secretary in writing of the name of the person entitled to vote the membership.

Section 6. - Notice of Meetings

There shall be not less than ten days' written notice given of any meetings of the membership, mailed by regular mail, postage prepaid, to the last known address of each member of the Association, stating the date, place and purpose of such meeting.

Section 7. - Organization Meeting

The initial board of directors shall duly call an organizational meeting of the membership at such time as fifty (50%) percent of the lots of the subdivision are sold, or within one year from the date hereof, whichever first occurs. At such meeting, the membership shall elect a new board of directors and conduct such other and further business as the membership attending may elect. The quorum for such organizational meeting shall be not less than twenty-five (25%) percent of the membership.

ARTICLE V

DIRECTORS AND OFFICERS

Section 1. - Directors

The management of the Association shall be vested in a board of directors of three persons, who shall be elected by the membership, except the initial board of directors shall be Michael B. Jager, Margaret H. Jager and Clark J. Kenyon; which directors shall serve for a period of one year and until their successors are duly elected and qualified.

Directors shall hold office until their successors have been elected and shall have entered upon the discharge of their duties.

The directors shall have the right to the reasonable entry upon any parcel of the subdivision for the purpose of such operation and maintenance without being deemed guilty in any manner of trespass or unlawful entry.

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. - Policies 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 also issue annually to the membership a full report in the form of a financial statement. 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.

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.

Section 5. - Duties of Officers

The officers shall perform the duties usually appertaining to such offices 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 this matter to 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 the majority 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

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 of omissions arising out of his wilful malfesance.

ARTICLE VIII  
AMENDMENTS

These Articles of Association may be amended, repealed or altered in the whole or in part by a majority of the voting power at any duly organized meeting of the Association.

Dated this 15 day of February, 1973.

[Signature]  
Michael B. Jager

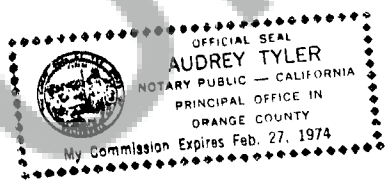
[Signature]  
Margaret H. Jager

[Signature]  
Clark J. Kenyon

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF Orange )

On this 15 day of February, A.D., 19 73  
before me, the undersigned  
a Notary Public in and for said County and State, personally appeared MICHAEL  
B. JAGER, MARGARET H. JAGER, and CLARK J. KENYON, known to me,  
the undersigned to be the persons whose names are  
subscribed to the within Instrument, and acknowledged to me that they executed  
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate first above written.



[Signature]  
Notary Public in and for said County and State

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that,

Whereas, Michael B. Jager, Margaret H. Jager and Clark J. Kenyon are the owners of that certain real property situated in the County of Klamath, State of Oregon, more particularly described as:

Little Deschutes River Woods, Tract 1069, as same is shown on duly recorded plat in the office of the County Recorder of said County.

WHEREAS, said Michael B. Jager, Margaret H. Jager and Clark J. Kenyon plan to sell said real property and desire in that behalf, for the benefit of themselves and the several purchasers of lots or parcels of said property, to prescribe certain standards relating to the use and occupation of such real property.

NOW, THEREFORE,

IN CONSIDERATION OF THE PREMISES, and for the uses and purposes herein set forth, Michael B. Jager, Margaret H. Jager and Clark J. Kenyon herein declare that all conveyances of lots or parcels comprised in the above described property shall be made and accepted upon the following express conditions, provisions, restrictions and covenants, hereinafter referred to as "conditions", which shall apply to and bind the parties thereto, their heirs, successors and assigns, imposed pursuant to a general plan for the improvement of said property and each and every lot therein, such conditions being as follows, to-wit:

1. All lots shall be known and described as recreational residential lots.
2. No residential building shall be located nearer than twenty-five (25) feet to the front lot line or nearer than twenty-five (25) feet to any side street line.
3. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and there shall not be stored, kept, maintained or permitted to be upon any portion of any said lots, not fully enclosed by permanent building, any old metal, broken-down machinery or broken material commonly designated as "junk". All trash shall be removed immediately.
4. No dwelling shall be permitted on any lot which does not conform to the specifications and requirements of the Klamath County Building Code and Health Department.
5. Sewage disposal shall conform to requirements of Klamath County Health Department.
6. All buildings and improvements of any kind shall be properly painted immediately after completion, shall be kept neat and clean and in no event shall the structure or premises create any unsightly or hazardous condition. After commencement of any building, structure, fence or wall permitted hereby, the same shall be presecuted to completion with reasonable diligence. In the event of the violation of any of these conditions, other lot owners may petition by law to correct same, and the cost of such action shall be paid by the owner.
7. A Mobile Home or Trailer shall be permitted on said property providing it is in good condition. Any exterior living area shall be kept neat and clean and in no event shall the unit or premises create any unsightly or hazardous condition. In the event of the violation of any of these conditions, other lot owners may petition by law to correct same, and the cost of such action shall be paid by the owner.

