

2009-013572

Klamath County, Oregon



10/19/2009 11:28:39 AM

Fee: \$52.00

Prudence Dunt
Returned @ Counter

Maintenance Agreement

Articles of Association of The Cougar Butte Lane Road Association

The Association shall be called the Cougar Butte Lane Road Association, and shall consist of those property owners who abutt Cougar Butte Lane or use said Lane as their primary means of ingress and egress and are further described on Exhibit A attached;

The object of this Association is to manage and maintain the roadway easement known as Cougar Butte Lane, however, nothing in these articles shall take away from an individual lot owners rights.

The government of the Association shall be vested in a board of Trustees consisting of three (3) members, all of whom must be owners of a lot which uses said lane as their primary ingress and egress. The Board of Trustees shall be elected annually and shall be elected by the home owners described above or their successors and/or assigns. One Trustee shall be elected for a one year term, one Trustee shall be elected for a two year term and the third Trustee shall be elected for a 3 year term. Each lot shall be entitled to one (1) vote. If a person shall own more than one (1) lot, he shall be entitled to vote the number of lots which he owns. All decisions relating to the functions of the Association as set out above, including but not limited to, the decision as to the initiation, amount and extend of management and maintenance thereof, shall rest solely with the board of Trustees, to exercise at their discretion.


The membership in the Association shall be limited to the owners of lots abutting said lane or who use the lane as their primary means of ingress and egress. All current owners and successors in interest shall be required to join this Association. The requirement to join the association shall run with the land and extend to all heirs and/or assigns of said properties. All owners of said lots shall be subject to the assessments made by said Association until such time as the Articles of Association may be amended to the contrary. The assessment per lot shall be an amount to be determined from time to time by the Board of Trustees of the Association.

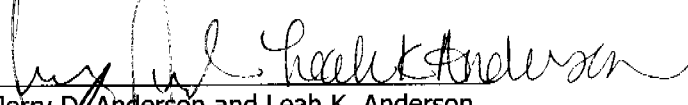
There shall be no less than one (1) meeting annually to be attended by the members of the Association for the purposes of voting. A majority of the lots entitled to vote shall constitute a quorum at any meeting of the membership. If a quorum is present, the affirmative vote of a majority of the members represented at the meeting and entitled to vote shall be the act of the membership. The affirmative vote of a majority of the Board of Trustees shall be the act of the Board of Trustees. The Board of Trustees shall issue all notices for membership and Board of Trustee meetings and shall give members at least ten (10) days advance written notice of any meetings. Special meetings of the membership may also be held from time to time as said Board of Trustees may feel necessary in order to transact business of the Association, or the Board of Trustees is petitioned by a majority of the membership for a special meeting, subject to the same notice requirements. The Board of Trustees may hold meetings and transact business upon such time and upon such place as may be mutually agreed to by the Board. There shall be no less than one (1) annual meeting of the of the Board of Trustees and one (1) annual meeting of the membership. The annual meeting of the membership shall include voting for the Board of Trustees, all of whom shall hold a one-year term of office. Said Trustees may be removed by an affirmative vote of majority of the membership.

The Board of Trustees shall be in charge of all Association books, records and papers, as well as all moneys and securities, and the Board shall be authorized to collect any and all assessments from the members thereof. The funds of the Association shall be accumulated by assessments on each lot with an equal assessment to be paid on each lot. There shall be an annual assessment with the exact amount to be determined by the Board of Trustees. This assessment shall be a lienable encumbrance against the property. The annual assessment will be for normal maintenance only, and any member who causes undue damage to the road shall be solely responsible for repair to the road. The funds of the Association shall be deposited within a bank, federal savings and loan association or trust company as the Board of Trustees may designate, and shall be withdrawn only on the check or order of such person or persons as may be designated by the Board of Trustees. The funds of the Association shall be used solely and only for the purposes of the Association as set out above.

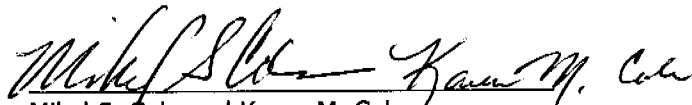
Amendments of the Articles of this Association may be made by a vote of two-thirds of the members at any annual membership meeting or at any other special meeting where proper notice has been given.

Dated this 1st of December, 2005.

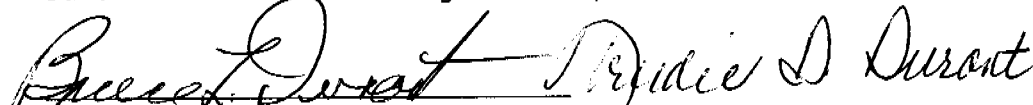

Allen N. Chiura

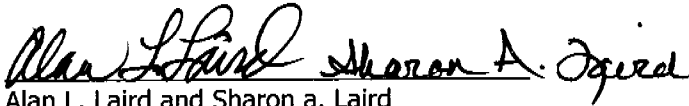

Jerry D. Anderson and Leah K. Anderson

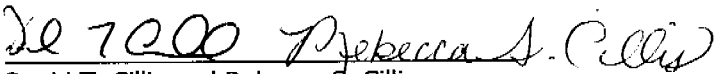

Vincent Finnianous and Stephanie Finnianous

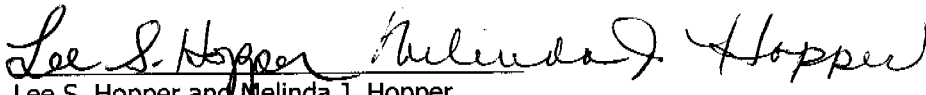

Mikel S. Cole and Karen M. Cole

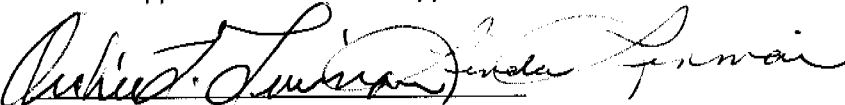

David Milton Hartman and Kim Ingrid Hartman, trustees


Bruce L. Durant and Trudie D. Durant


Alan L. Laird and Sharon A. Laird


David T. Cillis and Rebecca S. Cillis


Lee S. Hopper and Melinda J. Hopper


Archie L. Linman and Linda K. Linman

STATE OF OREGON,

County of

Klamath

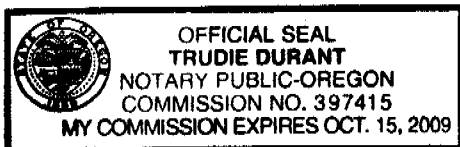
SS.

On December 15th, 2005

DATE

before me personally appeared David M. Naitra and Kim Doria Naitra, Trs. Alvin L. Naitra & Sharon A. Naitra, whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.



Trudie Durant
Notary Public for Oregon
My commission expires _____

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

FORM No. 23 - ACKNOWLEDGMENT, INDIVIDUAL. EA

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STATE OF OREGON,

County of

Klamath

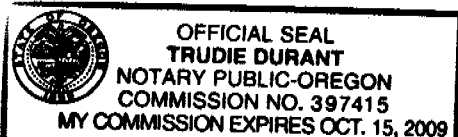
SS.

On March 11, 2008

DATE

before me personally appeared Allen N. Chiu, Terrell and Leah K. Anderson, Vincent & Stephanie S. Anderson, Mike S. & Karen M. Cole, whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily. * David T. & Rebecca S. Ellis, Jeff S. & Melinda J. Noppen, Archie L. & Linda R. Linnora, Bruce L. Durant

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.



Trudie Durant
Notary Public for Oregon
My commission expires _____

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

FORM No. 23 - ACKNOWLEDGMENT, INDIVIDUAL. EA

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STATE OF OREGON,

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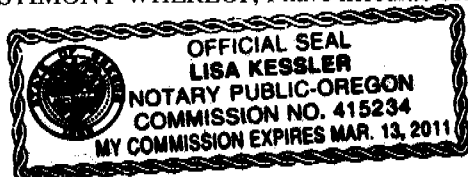
SS.

On October 15, 2009

DATE

before me personally appeared Trudie D. Durant, whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.



Lisa Kessler
Notary Public for Oregon
My commission expires Mar. 13, 2011

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

FORM No. 23 - ACKNOWLEDGMENT, INDIVIDUAL. EA

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Exhibit A

- Parcel 1: Allen N. Chiura**
(3809-15D-104)
- Parcel 2: Jerry D. Anderson and Leah K. Anderson**
(3809-15D-4000)
- Parcel 3: Vincent Finnianous and Stephanie Finnianous**
(3809-15D-4100)
- Parcel 4: Mikel S.Cole and Karen M. Cole**
(3809-1400-500)
- Parcel 5: David Milton Hartman and Kim Ingrid Hartman, trustees
of the David Milton Hartman and Kim Ingrid Hartman Joint
Revocable Living Trust, dated December 16, 2003**
(3809-15D-2002)
- Parcel 6: Bruce L. Durant and Trudie D. Durant**
(3809-15D-2001)
- Parcel 7: Alan L. Laird and Sharon A. Laird**
(3809-15D-2000)
- Parcel 8: David T. Cillis and Rebecca S. Cillis**
(3809-1400-600)
- Parcel 9: Lee S. Hopper and Melinda J. Hopper**
(3809-15D-105)
- Parcel 10: Archie L. Linman and Linda K. Linman**
(3809-15D-2300)
- Parcel 11: City of Klamath Falls**
(3809-15D-2100)
- Parcel 12: Robert Schock**
(3809-1400-300)

Description of Property

The above described parcels are situate in the S ½ of Section 14, SE ¼ of Section 15, Township 38 South, Range 9 East of the Willamette Meridian, and 1st Addition to North Ridge Estates, and North Ridge Estates, 3rd Addition, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.