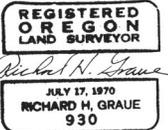


44
A-423

"LAKE PARK ESTATES"

FILED
1977
JUN 17 1977
COUNTY CLERK, DESCHUTES CO., OREGON

BEING A SUBDIVISION OF THE NE 1/4 OF THE NW 1/4, PORTIONS OF THE W 1/2 OF THE NE 1/4, THE SE 1/4 OF THE NE 1/4, AND THE S 1/2 OF SEC. 35; ALSO THE PORTION OF SEC. 36 LYING WEST OF THE NORTH UNIT MAIN CANAL, ALL IN T. 14 S., R. 13 E., W.M., DESCHUTES COUNTY, STATE OF OREGON



BY: BURTON BROS. ENGINEERING INC.
BEND, OREGON

SURVEYORS CERTIFICATE:

I, Richard H. Graue, being first duly sworn, depose and say that I have correctly surveyed and marked with proper monuments the lands represented on the plat of "LAKE PARK ESTATES", located in the NE 1/4 of the NW 1/4, a portion of the W 1/2 of NE 1/4, the SE 1/4 of the NE 1/4, and the S 1/2 of Sec. 35; also the portion of Sec. 36 lying West of the North Unit Main Canal, all in T. 14 S., R. 13 E., W.M., Deschutes Co., Oregon. The initial point being a 2" X 36" galvanized iron pipe set at the NE corner of said Sec. 35; thence S 0° 10' 40" E, along the East line of said Sec. 35, 1319.86 ft. to the SE corner of the NE 1/4 of the NE 1/4 of said Sec. 35; thence S 89° 18' 31" W, along the South line of the NE 1/2 of the NE 1/4 of said Sec. 35, 2063.24 ft. to the centerline of the Pilot Butte Canal; thence S 54° 20' 30" W, along said centerline, 13.65 ft.; thence along said centerline S 21° 58' 10" W, 187.84 ft.; thence along said centerline S 35° 43' W, 498.14 ft.; thence along said centerline S 59° 17' 40" W, 219.76 ft. to the East line of the SE 1/4 of the NW 1/4 of said Sec. 35; thence N 0° 11' 40" W, along said East line, 692.03 ft. to the SE corner of the NE 1/4 of the NW 1/4 of said Sec. 35; thence S 89° 18' 31" W, along the South line of said NE 1/4 of the NW 1/4, 1313.52 ft. to SW corner of said NE 1/4 of the NW 1/4; thence N 0° 11' 45" W, along the West line of said NE 1/4 of the NW 1/4, 1266.04 ft. to the Southerly R/W line of Coyner Avenue (O'Neil Hwy.); thence N 89° 38' 55" E, along said R/W line, 151.41 ft.; thence continuing along said R/W line on the arc of a 1939.86 ft. radius curve left, a distance of 106.08 ft., the chord bears N 88° 04' 55" E, 106.07 ft.; thence continuing along said R/W line N 86° 30' 55" E, 374.20 ft.; thence continuing along said R/W line on the arc of a 1879.86 ft. radius curve right, a distance of 103.35 ft., the chord bears N 88° 05' 25" E, 103.34 ft.; thence continuing along said R/W line N 89° 39' 55" E, 573.26 ft. to the East line of the NE 1/4 of the NW 1/4 of said Sec. 35; thence S 0° 11' 40" E, along said East line, 953.41 ft. to the centerline of the C.O.I. delivery ditch R.B.C. no. 39; thence S 64° 28' 00" E, along said centerline, 33.30 ft.; thence continuing along said centerline S 35° 07' 55" E, 207.21 ft. to the centerline of the C.O.I. Lateral no. 1; thence N 27° 12' 35" E, along the centerline of said lateral, 365.35 ft.; thence continuing along the centerline of said lateral N 12° 31' 35" E, 835.12 ft. to the Southerly R/W line of Coyner Avenue (O'Neil Hwy.); thence N 89° 39' 55" E, along said R/W line, 812.75 ft. to the East line of the W 1/2 of the NE 1/4 of said Sec. 35; thence S 0° 11' 11" E, along said East line, 2594.40 ft. to the North line of the S 1/2 of said Sec. 35; thence S 89° 22' 28" W, along said North line, 3885.90 ft. to the Easterly R/W line of N.E. 17th Ave. (Negus Rd.); thence S 0° 41' 00" W, along said Easterly R/W line, 2406.05 ft.; thence continuing along said Easterly R/W line, on the arc of an 1141.64 ft. radius curve to the left a distance of 223.46 ft., the chord bears S 4° 55' 26" E, 223.10 ft., to the South line of said Sec. 35; thence N 89° 34' 12" E, along the South line of said Sec. 35, 2591.14 ft. to the South 1/4 corner of said Sec. 35; thence continuing along said Sec. 35, N 89° 26' 13" E, 2639.21 ft. to the S.E. corner of said Sec. 35; thence N 89° 39' 55" E, along the South line of said Sec. 36, 2659.35 ft. to the South 1/4 corner of said Sec. 36; thence continuing along the South line of said Sec. 36, N 89° 21' 10" E, 1824.22 ft. to the Westerly R/W line of the North Unit Main Canal; thence N 7° 45' 30" E, along said R/W line, 579.88 ft.; thence continuing along said R/W line on the arc of a 423.00 ft. radius curve to the left a distance of 105.76 ft., the chord bears N 0° 35' 45" E, 105.48 ft.; thence continuing along said R/W line, N 83° 26' 00" E, 60.00 ft.; thence continuing along said R/W line, N 6° 34' 00" W, 558.61 ft.; thence continuing along said R/W line, S 83° 26' 00" W, 70.00 ft.; thence continuing along said R/W line, N 6° 34' 00" W, 572.28 ft.; thence continuing along said R/W line on the arc of a 423.00 ft. radius curve to the left a distance of 136.71 ft., the chord bears N 16° 03' 00" W, 136.09 ft.; thence continuing along said R/W line, N 25° 32' 00" W, 698.05 ft.; thence continuing along said R/W line, N 64° 28' 00" E, 70.00 ft.; thence continuing along said R/W line, N 25° 32' 00" W, 112.60 ft.; thence continuing along said R/W line on the arc of a 663.00 ft. radius curve to the right a distance of 221.02 ft., the chord bears N 15° 59' 00" W, 219.99 ft.; thence continuing along said R/W line, N 6° 26' 00" W, 136.40 ft.; thence continuing along said R/W line, S 83° 34' 00" W, 80.00 ft.; thence continuing along said R/W line, N 6° 26' 00" W, 395.91 ft.; thence continuing along said R/W line on the arc of a 456.50 ft. radius curve to the right a distance of 263.59 ft., the chord bears N 10° 06' 30" E, 259.94 ft.; thence N 26° 39' 00" E, continuing along said R/W line, 582.48 ft.; thence continuing along said R/W line on the arc of a 456.50 ft. radius curve to the right a distance of 349.11 ft., the chord bears N 48° 33' 30" E, 340.66 ft.; thence continuing along said R/W line, N 70° 28' 00" E, 272.44 ft.; thence continuing along said R/W line on the arc of a 225.17 ft. radius curve to the left a distance of 336.27 ft., the chord bears N 27° 41' 00" E, 305.88 ft.; thence continuing along said R/W line, N 15° 06' 00" W, 1.03 ft.; thence continuing along said R/W line, on the arc of an 1125.00 ft. radius curve to the right a distance of 413.64 ft., the chord bears N 4° 34' 00" W, 411.32 ft.; thence continuing along said R/W line, N 5° 58' 00" E, 63.69 ft., to the North line of said Sec. 36; thence S 89° 11' 57" W, along said North line, 2192.10 ft. to the North 1/4 corner of said Sec. 36; thence continuing along said North line, S 89° 53' 48" W, 2672.82 ft. to the initial point.

SUBJECT TO a Pilot Butte Canal (Central Oregon Irrigation District) easment 60.00 ft. in width with a roadway easment 40.00 ft. in width across the SW 1/4 of said Sec. 35 and the W 1/2 of the NE 1/4 of said Sec. 35; ALSO SUBJECT TO a 30.00 ft. easment for Lateral 1 of said Canal with a roadway easment 20.00 ft. in width across the W 1/2 of the NE 1/4 of said Sec. 35; ALSO SUBJECT TO a 20.00 ft. easment for Delivery Ditch no. 39 of said Canal across the NW 1/4 of the NE 1/4 and the NE 1/4 of the NW 1/4 of said Sec. 35; ALSO SUBJECT TO a 20.00 ft. easment for Lateral G-4 of said canal with a roadway easment 10.00 ft. in width across the NE 1/4 of the NW 1/4 of said Sec. 35.

All block corners are marked with 5/8" X 30" iron rods, all lot corners with 1/2" X 24" iron rods, and the accompanying tracing is an exact copy of the original.

The basis of bearings is from the bearing of the East line of said Sec. 36 as established for the survey of the North Unit Main Canal.

By Richard H. Graue
Richard H. Graue - S. no. 930



Subscribed and sworn to before me this 25th day of March 1977.
Notary Public for the State of Oregon Larry J. Miller
My commission expires May 3 1977.

APPROVALS:

Approved by [Signature] Date 6-16-77 Approved by [Signature] Date 4-7-77
County Commissioner Central Oregon Irrigation District
Approved by [Signature] Date 6-16-77
County Commissioner
Approved by [Signature] Date Apr 25 1977
County Surveyor
All taxes, assessments, fees, or other charges as provided by ORS 92-095 have been paid as of April 28 1977
by [Signature] Date 4-22-77
County Sheriff

I hereby certify that all ad valorem taxes and all special assessments, fees, and other charges required by law to be placed on the 1971-1972 tax roll which became a lien or will become a lien during this calendar year, but not certified yet to the tax collector for collection, have been paid to me.

by [Signature] Date 4/22/77
County Assessor

REQUIREMENTS FOR APPROVAL BY DESCHUTES CO. HEALTH DEPT.

- 1. All wells shall be constructed in compliance with regulations of the State Engineer's office.
- 2. No well shall be installed closer than 100 ft. from a community well.
- 3. All sewage disposal systems shall comply with the rules of the Oregon State Board of Health.
- 4. No disposal system shall be installed closer than 100 ft. to a community water well.
- 5. No lot shall be divided into smaller parcels than shown on the plat unless approved by the planning commission.

APPROVAL BY OWNERS OF RECORD

We, Jordan E. Simmons and Jessie P. Simmons, husband and wife, being owners of record and beneficiaries of that certain Contract of Sale executed by Joseph Marshall and Annette Marshall on the afore described property do hereby acknowledge and consent to the dedication and reformation of the final plat of "LAKE PARK ESTATES"
by [Signature] by [Signature]

DEDICATION:

Know all men by these presents that Joseph Marshall and Annette Marshall husband and wife, do hereby make, establish and declare the plat of "LAKE PARK ESTATES" as described in the accompanying Surveyors Certificate to be a true and correct map and plat thereof, all lots being of the dimensions shown and all streets of the widths therein set forth and we do hereby dedicate to the use of the public as public ways forever all streets & alleys shown on said plat, also irrigation right-of-ways to serve the lots as shown on the plat, and we dedicate to the owners of the lots in the subdivision the areas designated for recreation.
By [Signature] By [Signature]

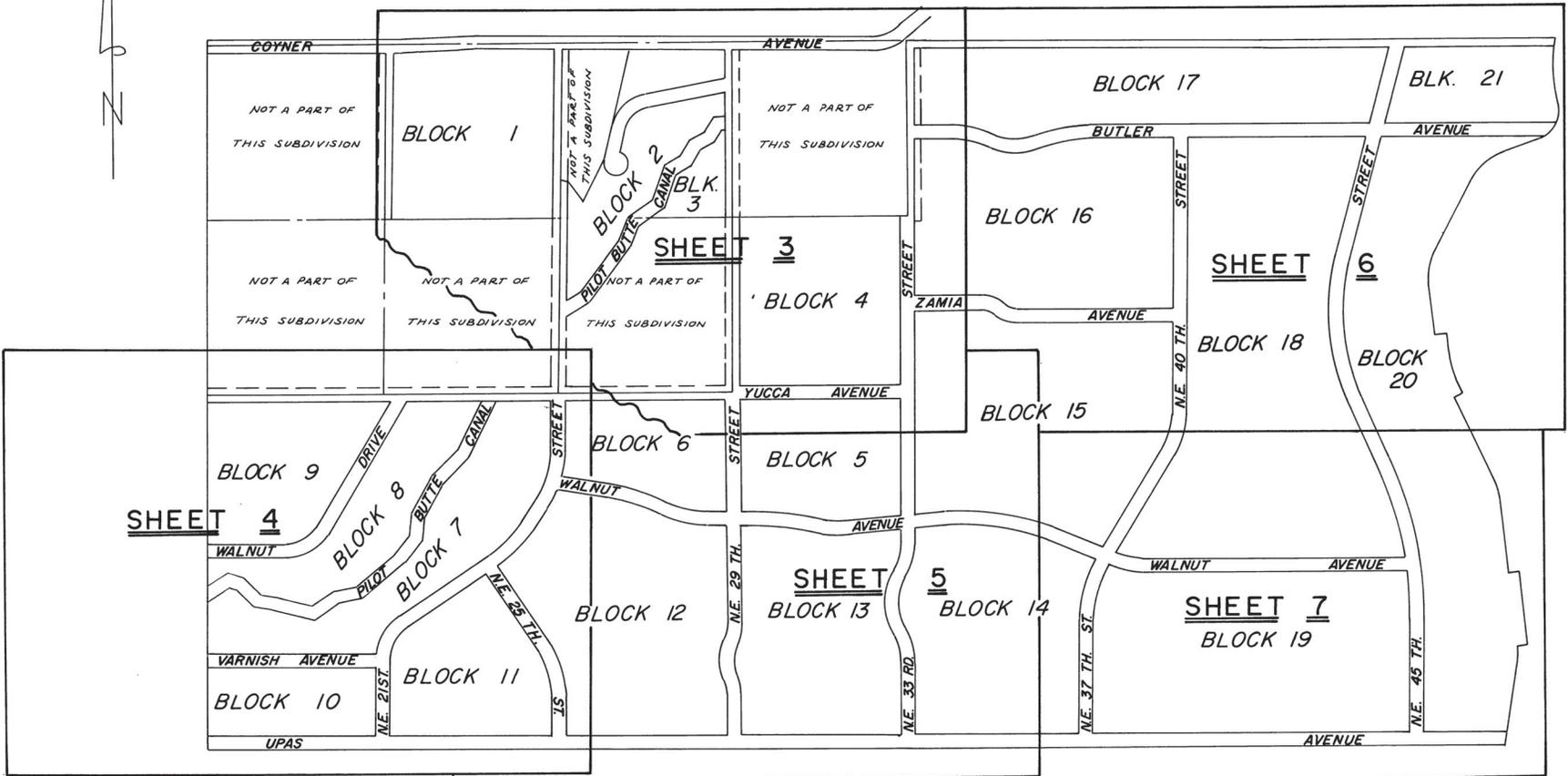
ACKNOWLEDGEMENT:

STATE OF CALIFORNIA } SS
COUNTY OF LOS ANGELES }
This certifies that on this 24th day of DECEMBER 1970, before me a notary public in and for said state and county, personally appeared Joseph Marshall and Annette Marshall, who being first duly sworn did say that they are the persons named in the above Dedication and that they are the owners of the land known henceforth as "LAKE PARK ESTATES" and that their signatures affixed to said Dedication was their free act and deed.
Witness my hand and official seal
Notary Public for the State of CALIFORNIA [Signature]
My commission expires SEPT. 23, 1974



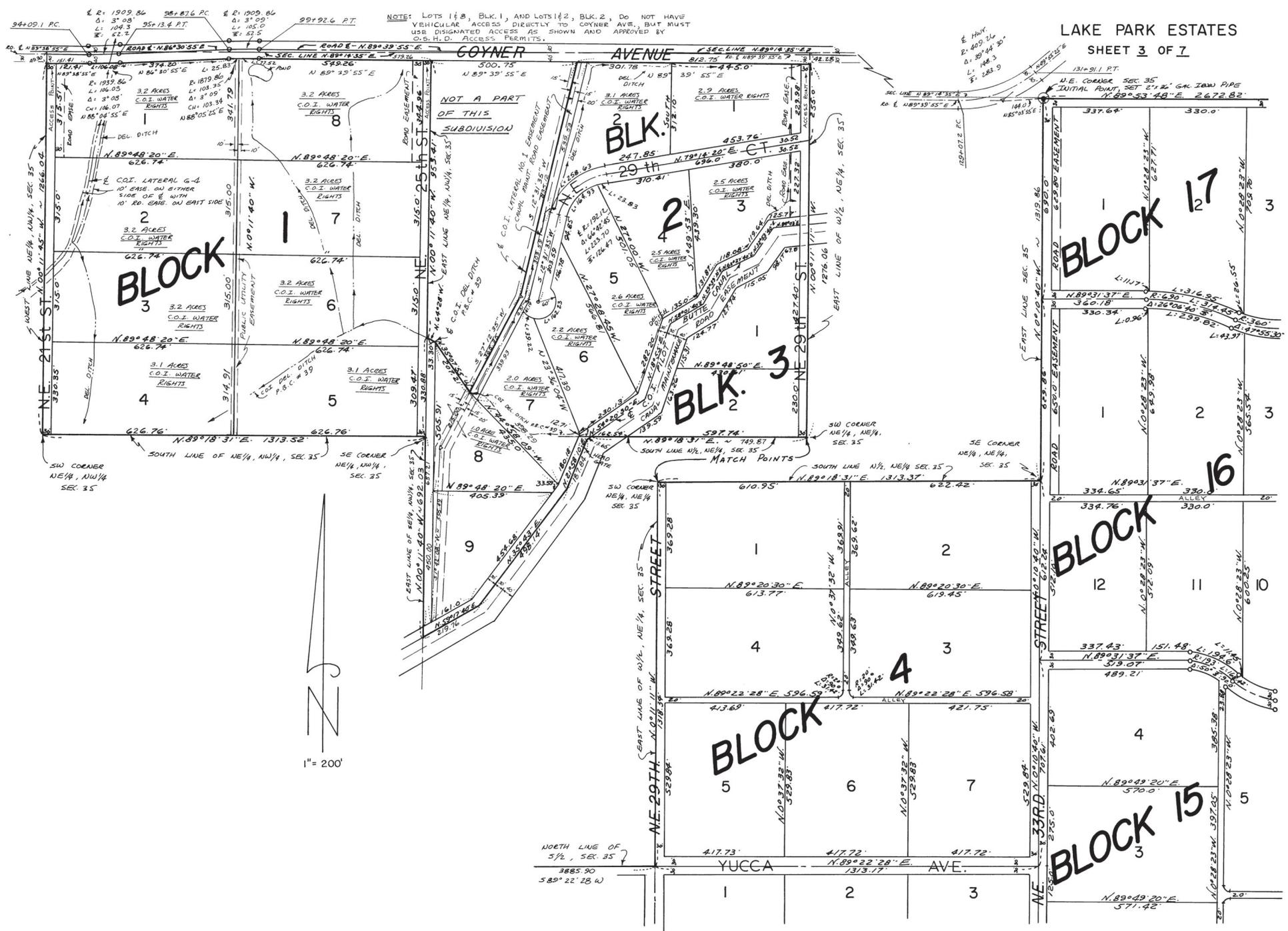
Amid
7-4-77

INDEX MAP
FOR
" LAKE PARK ESTATES "



LAKE PARK ESTATES
SHEET 3 OF 7

NOTE: LOTS 1 & 8, BLK. 1, AND LOTS 1 & 2, BLK. 2, DO NOT HAVE VEHICULAR ACCESS DIRECTLY TO GOYNER AVE., BUT MUST USE DESIGNATED ACCESS AS SHOWN AND APPROVED BY C.S.H.D. ACCESS PERMITS.



1" = 200'

NORTH LINE OF 5 1/2', SEC. 35
3885.90
589° 22' 28" W

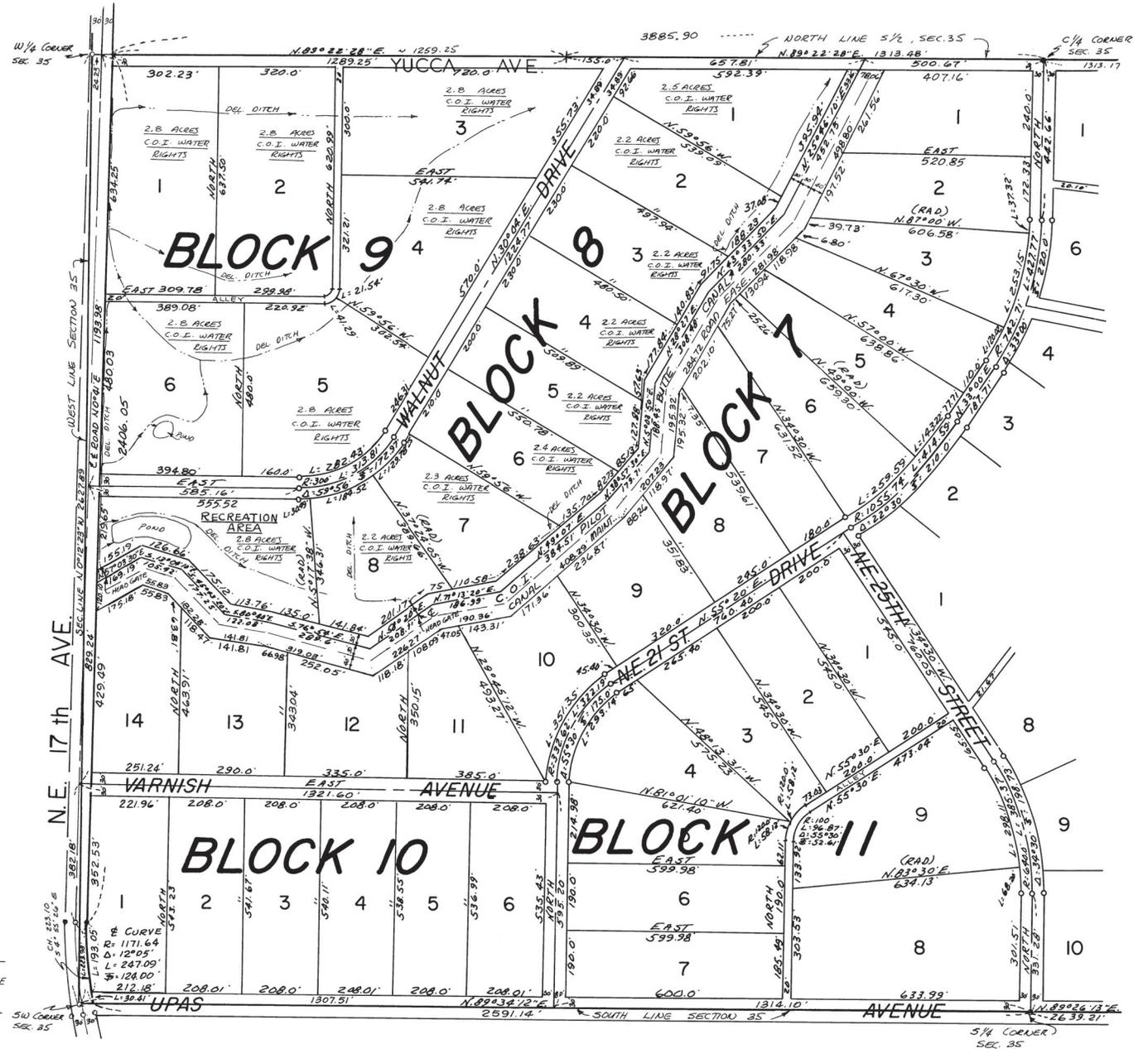
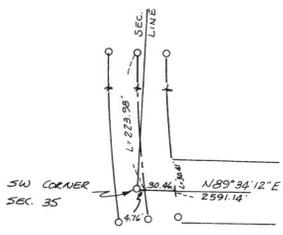
YUCCA AVE. N. 89° 22' 28" E. 1313.17' 417.72' 417.72' 417.72'

1 2 3

N. 89° 49' 20" E. 571.42'

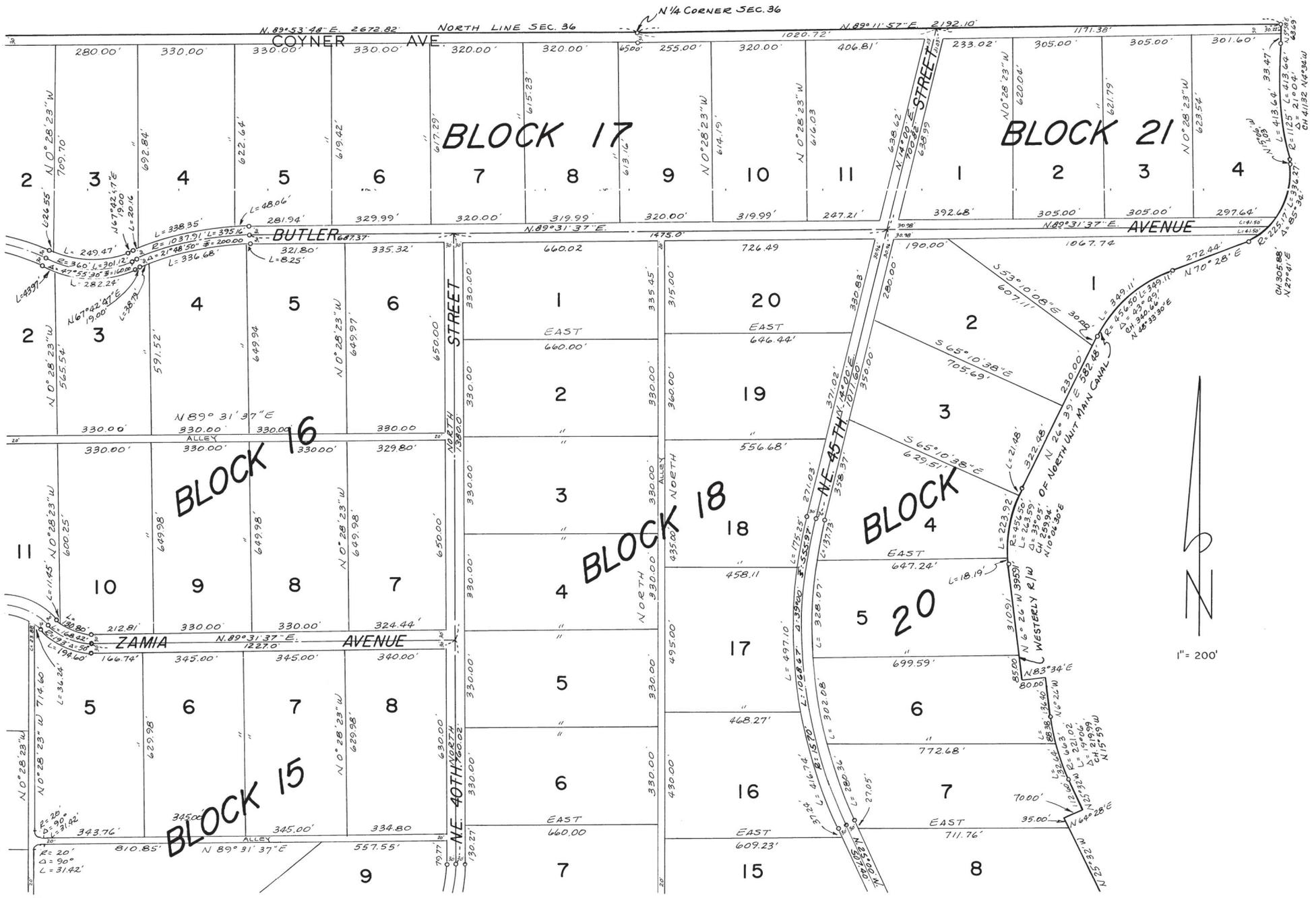
1 2 3

LAKE PARK ESTATES
SHEET 4 OF 7

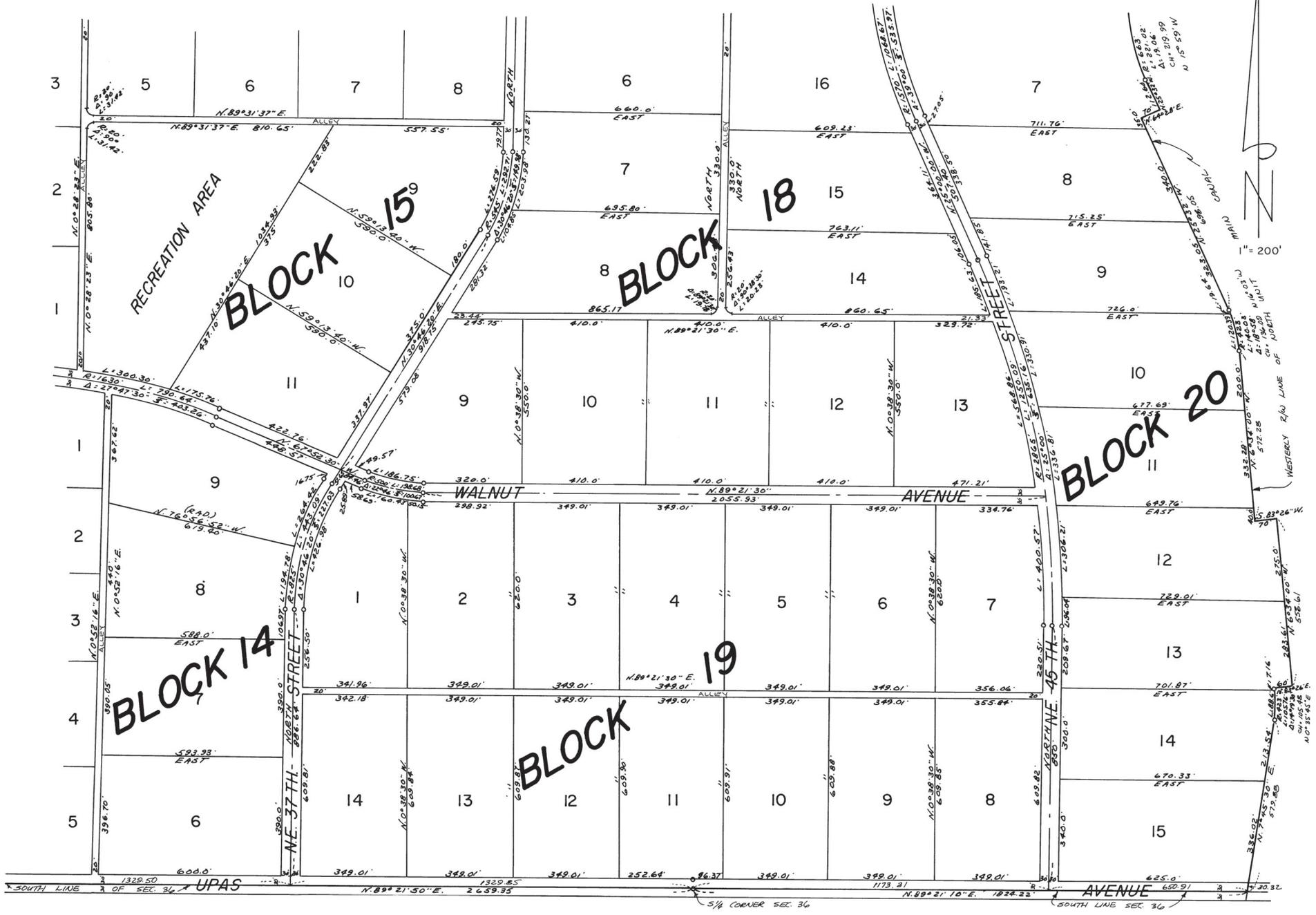


5/4 CORNER
SEC. 35

LAKE PARK ESTATES
SHEET 6 OF 7



LAKE PARK ESTATES
SHEET 7 OF 7



BUILDING AND USE RESTRICTIONS

LAKE PARK ESTATES
Deschutes County, Oregon

893 RV-2

Known to all men by these presents: That the undersigned Joseph and Annette Marshall are the owners of Lake Park Estates located in Deschutes County, Oregon, and the following Building and Use Restrictions shall apply to all block in this subdivision and shall be subject to the following covenants, conditions and restrictions unless changed by a vote of a simple majority of lot owners:

- (1) The floor area of residences shall be of not less than 500 Square feet, exclusive of porches and garages.
- (2) Buildings must be suitable for year around use and must be placed on permanent continuous foundations, or consisting of concrete block, brick, pumice block or stone masonry. Pitch of the roof and size and spacing of rafters and ceilings joints must be constructed from ground level packs. Chimneys must be constructed from ground level and shall consist of pumice or concrete blocks, bricks, stone masonry or comparable fire-resistant materials.
- (3) All building and fences must be constructed in a workman-like manner of attractive, properly finished materials that harmonize with the surroundings. Fences shall not exceed 60 inches in height.
- (4) All dwelling owners must comply with the laws of the State of Oregon, County of Deschutes as to fire protection, building constructions, sanitation and Public Health and any Deschutes County Health and Sanitation requirements supplemental thereto.
- (5) Sewage disposal systems, septic tanks and domestic water wells shall be in accordance to specifications set out by governing agencies, namely the Oregon Board of Health, Deschutes County Sanitation and Water Master.
 - a. All wells shall be completed with unperforated well casing that extends to a depth of not less than 18 feet below the land surface.
- (6) Garbage Disposal:
 - a. Garbage shall be stored in an insect and rodent proof container.
 - b. Garbage shall be hauled at least once a week to an approved area.
 - c. Under no condition will dumping of any refuse in any streams or on the adjoining Federal lands be permitted. The grounds and buildings shall be maintained in a neat and orderly manner.
- (7) No structure of a temporary character, basement, shack, garage, barn or out-buildings shall be used on any lot at any time as a residence either temporarily or permanently. This is not intended to prohibit temporary structures or structures used for seasonal recreational purposes.
- (8) A time limit is hereby imposed on the length required for construction of the residence structure. A period of time not to exceed twenty-four (24) months is allowed to complete the residence or dwelling. The period of time is from the start of construction to completion of same.

EXHIBIT "A" - Page 2

- (9) No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
- (10) The owner has caused us to be formed a non-profit organization known as the Lake Park Estates Owners Association (herein after referred to as "Association") which organization has been formed for the purposes of providing for the operation, maintenance, repair, re-building or rehabilitation of roads, streets, garbage disposal, common areas and public ways in said subdivision, for the benefit of members of the Association who have purchased lots from the owner. The Association has a Board of Directors of five persons initially selected by the owner to serve until September 1, 1975 or until their successors are duly elected by the membership at its organizational meeting.
- (11) All owners of a parcel of property within the above described premises shall automatically become and are members of the Association. Any person purchasing any parcel within said area under an agreement of sale and/or land sales contract shall be deemed the owner of said parcel for the purposes of such membership, and joint owners of any lot shall be entitled to one membership.
- (12) The Board of Directors of the Lake Park Estates Property Owners Assn. shall annually assess each lot in the subdivision its proportionate share of the costs for maintenance of roads, streets and public ways in the Lake Park Estates 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.
- (13) In the event any property owner shall fail to pay his assessments when due and payable, the amount thereof, together with interest at the maximum amount permitted by law from such date, and the costs of collection, if any, shall become and constitute a lien against the parcel or parcels owned by said delinquent property owner. The lien shall attach upon filing a claim of lien in the office of the County Clerk of Deschutes County, Oregon, within (60) days from the date thereof, particularly describing said parcel or parcels and mailing to the delinquent property owner 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 with six (6) months after such filing, then such claim and/or lien shall be null and void.
- (14) A copy of the Articles of Association for said organization will be mailed to any member of the Association upon request.
- (15) These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of the subdivision. It is intended hereby that any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce restrictions herein set forth.

- (16) Invalidation of any of these foregoing covenants, restrictions, or conditions or any portion thereof by court order, judgment or decree shall in no way effect any of the other remaining provisions thereof which shall in such case continue to remain in full force and effect.
- (17) The foregoing covenants, restrictions, or conditions are to be in effect until January 1, 1975 and are automatically extended for successive periods of five (5) years unless the owners of a majority of the parcels agree in writing at least four (4) months before the expiration date thereof to change them.
- (18) Nothing herein shall be interpreted to prevent lot owner from using his lot for seasonal-recreational use.

Dated this 16th day of Sept. 1971.

LAKE PARK ESTATES

by Joseph Marshall
Joseph Marshall

3211

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record on 31st day of Sept A.D. 1971 at 3:53 o'clock P. M. and recorded in Book 179 on Page 357 of Books
 ROSEMARY PATTERSON
 County Clerk
 By Janice Green Deputy

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On September 27, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph Marshall and Annette Marshall

_____ known to me to be the person S whose name S are subscribed to the within instrument and acknowledged that they executed the same
 WITNESS my hand and official seal.

Signature Edward M. Sherman
 Name (Typed or Printed)

Title Order No. _____



OFFICIAL SEAL
 EDWARD M. SHERMAN
 NOTARY PUBLIC - CALIFORNIA
 LOS ANGELES COUNTY
 My Commission Expires Nov. 15, 1971
 16000 Ventura Blvd., Encino, Calif. 91316

BUILDING AND USE RESTRICTIONS

LAKE PARK ESTATES

Deschutes County, Oregon

Known to all men by these presents: That the undersigned Joseph and Annette Marshall are the owners of Lake Park Estates located in Deschutes County, Oregon, and the following Building and Use Restrictions shall apply to all block in this subdivision and shall be subject to the following covenants, conditions and restrictions unless changed by a vote of a simple majority of lot owners:

- (1) The floor area of residences shall be of not less than 500 Square feet, exclusive of porches and garages.
- (2) Buildings must be suitable for year around use and must be placed on permanent continuous foundations, or consisting of concrete block, brick, pumice block or stone masonry. Pitch of the roof and size and spacing of rafters and ceilings joints must be constructed from ground level packs. Chimneys must be constructed from ground level and shall consist of pumice or concrete blocks, bricks, stone masonry or comparable fire-resistant materials.
- (3) All building and fences must be constructed in a workman-like manner of attractive, properly finished materials that harmonize with the surroundings. Fences shall not exceed 60 inches in height.
- (4) All dwelling owners must comply with the laws of the State of Oregon, County of Deschutes as to fire protection, building constructions, sanitation and Public Health and any Deschutes County Health and Sanitation requirements supplemental thereto.
 - a. All wells shall be completed with unperforated well casing that extends to a depth of not less than 18 feet below the land surface.
- (5) Sewage disposal systems, septic tanks and domestic water wells shall be in accordance to specifications set out by governing agencies, namely the Oregon Board of Health, DESCHUTES County Sanitation and Water Master.
 - a. All wells shall be completed with unperforated well casing that extends to a depth of not less than 18 feet below the land surface.
- (6) Garbage Disposal:
 - a. Garbage shall be stored in an insect and rodent proof container.
 - b. Garbage shall be hauled at least once a week to an approved area.
 - c. Under no condition will dumping of any refuse in any streams or on the adjoining Federal lands be permitted. The grounds and buildings shall be maintained in a neat and orderly manner.
- (7) No structure of a temporary character, basement, shack, garage, barn or out-buildings shall be used on any lot at any time as a residence either temporarily or permanently. This is not intended to prohibit temporary structures or structures used for seasonal recreational purposes.
- (8) A time limit is hereby imposed on the length required for construction of the residence structure. A period of time not to exceed twenty-four (24) months is allowed to complete the residence or dwelling. The period of time is from the start of construction to completion of same.

(These Building and Use Restrictions are amended for the purpose of deleting the words "garbage disposal from Par.10, line 4.)

189 0371

- (9) No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
- (10) The owner has caused us to be formed a non-profit organization known as the Lake Park Estates Owners Association (herein after referred to as "Association") which organization has been formed for the purposes of providing for the operation, maintenance, repair, re-building or rehabilitation of roads, streets, common areas and public ways in said subdivision, for the benefit of members of the Association who have purchased lots from the owner. The Association has a Board of Directors of five persons initially selected by the owner to serve until September 1, 1975 or until their successors are duly elected by the membership at its organizational meeting.
- (11) All owners of a parcel of property within the above described premises shall automatically become and are members of the Association. Any person purchasing any parcel within said area under an agreement of sale and/or land sales contract shall be deemed the owner of said parcel for the purposes of such membership, and joint owners of any lot shall be entitled to one membership.
- (12) The Board of Directors of the Lake Park Estates Property Owners Assn. shall annually assess each lot in the subdivision its proportionate share of the costs for maintenance of roads, streets and public ways in the Lake Park Estates 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.
- (13) In the event any property owner shall fail to pay his assessments when due and payable, the amount thereof, together with interest at the maximum amount permitted by law from such date, and the costs of collection, if any, shall become and constitute a lien against the parcel or parcels owned by said delinquent property owner. The lien shall attach upon filing a claim of lien in the office of the County Clerk of Deschutes County, Oregon, within (60) days from the date thereof, particularly describing said parcel or parcels and mailing to the delinquent property owner 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 with six (6) months after such filing, then such claim and/or lien shall be null and void.
- (14) A copy of the Articles of Association for said organization will be mailed to any member of the Association upon request.
- (15) These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of the subdivision. It is intended hereby that any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce restrictions herein set forth.

- (16) Invalidation of any of these foregoing covenants, restrictions, or conditions or any portion thereof by court order, judgment or decree shall in no way effect any of the other remaining provisions thereof which shall in such case continue to remain in full force and effect.
- (17) The foregoing covenants, restrictions, or conditions are to be in effect until January 1, 1975 and are automatically extended for successive periods of five (5) years unless the owners of a majority of the parcels agree in writing at least four (4) months before the expiration date thereof to change them.
- (18) Nothing herein shall be interpreted to prevent lot owner from using his lot for seasonal-recreational use.

Dated this 16th day of Sept. 1971

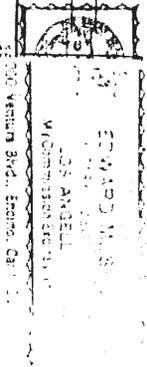
LAKE PARK ESTATES

By Joseph Mgrsnell
Joseph Mgrsnell

STATE OF CALIFORNIA,
 COUNTY OF Los Angeles }
 On September 16, 1971 before me, the under-
 signed a Notary Public in and for said State, personally appeared
 Joseph Mgrsnell and Annele Mgrsnell

known to me
 to be the person whose name is subscribed to the within
 instrument and acknowledged that they executed the same
 WITNESS my hand and official seal

Signature Edward M. Sherman
 Name (Typed or Printed) Edward M. Sherman
 Notary Public in and for said State



STATE OF OREGON

County of Clatsop
 I, Rosemary Peterson, County Clerk,
 do hereby certify that the foregoing is a true and correct
 copy of the original as the same appears in my files.
 Witness my hand and official seal this 22nd day of
 September, 1971.
 in Book 185, on Page 312.

INDEX

Rosemary Peterson
 County Clerk
 By Edward Mgrsnell Deputy

Return To:
Lake Park Estates
PO Box 422
Redmond, OR 97156

2010-_____

The Sixth Amended Bylaws
of
Lake Park Estates Property Owner's Association

ARTICLE I
NAME AND PURPOSE

Section 1.

THESE SIXTH AMENDED ARTICLES OF ASSOCIATION OF LAKE PARK ESTATES PROPERTY OWNERS incorporate all previous amendments and changes made to the Articles of Association of the Lake Park Estates Property Owners which are in effect on the date hereof and, supersedes all previously recorded Amendments, changes to and versions of, said Articles of Association.

Section 2.

This Association shall be called: LAKE PARK ESTATES PROPERTY OWNERS ASSOCIATION.

Section 3.

The purpose and objects of the Association shall be to provide for the operation, maintenance, repair, rebuilding or rehabilitation of roads, streets and public ways, for the benefit of the members of the Association who have purchased lots from Lake Park Estates.

ARTICLE II
MEMBERSHIP

All owners of a parcel of property within the above subdivision, except those lots located in Blocks 1 & 2 thereof, shall automatically become members of the Association. Any person purchasing any parcel within said area under agreement of sale and/or land sales contract shall be deemed the owner of said parcel for the purposes hereunder. Joint owners of any lot shall be entitled to one membership.

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2010-16008



\$78.00

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ARTICLE III
FEES AND DUTIES

Section 1.

a. The Board of Directors of the Lake Park Estates Property Owners Association shall annually assess each lot in the subdivision its proportionate share of the costs of maintenance of the roads, streets, and public ways in the Lake Park Estates Subdivision, which assessment shall not exceed three hundred dollars (\$300) per year per lot. The costs of said "maintenance" shall include the necessary amounts incurred by the directors for operation of the Association, insurance, bond premiums, legal advice, equipment rental, materials and labor required for such operation and maintenance.

Section 2.

a. Assessments for each year shall be effective October 1 of that year. The Board of Directors shall meet and set the amount of the annual assessment prior to the effective date of the assessment. The Board of Directors shall, as soon as practicable, cause to be mailed to the owner of record of each lot in the subdivision a billing statement showing the assessment against that lot. The billing for the assessment shall be due and payable on or before the effective date of the assessment. Assessments become past due 30 days after they are mailed out.

b. Property owners may elect bi-yearly payment of annual fees with one half or full payment due in October, and one half due in April, with those billings becoming past due if they are not paid within 30 days. If half payment of full payment is not received in October the account will be considered overdue and interest will be accrued even if full payment is made in April.

c. In the event that an assessment against a lot has not been paid before it is past due, the amount of the assessment, together with interest at the rate of one and one-half percent (1 ½ %) per month shall become due and constitute a lien against the said lot. Interest on past due assessments shall be compounded on a monthly basis, effective the first day of the month.

d. All assessments which are due shall constitute a lien upon the lot to which they apply without the necessity of filing a claim of lien in the Office of the County Clerk of Deschutes County, Oregon, although the filing of a claim of lien shall be additional notice of lien disclosed in the said claim of lien.

e. Liens hereunder shall have duration of six (6) years from the date that they are assessed to the property. The Association shall have the right to foreclose liens created under these Articles at any time during the duration of the said lien in the manner provided for the foreclosure of liens under the laws of the State of Oregon. Under ORS rules liens stay with the property until they are paid.

f. In the event the Board of Directors institutes procedures to collect a past due assessment or foreclose a lien, the Association shall be entitled to recover, in addition to the lien amount, any collection costs including attorney fees and court costs, including those incurred upon appeal, which it reasonably incurs.

ARTICLE IV MEMBERSHIP MEETINGS

Section 1. Annual Meetings

The annual membership meeting shall be held in May or June of each year as determined by the Board of Directors.

Section 2. Special Meetings

Special membership meetings shall be called by the Secretary upon resolution of the Board, or upon petition of five percent (5%) of the voting members. The petition shall state the purpose of the 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 no less than two weeks before the designated period.

Section 3. Quorum

At any annual or special meeting a quorum shall consist of members present.

Section 4. Powers of Meeting

At a membership meeting, declarative resolutions may be adopted, and instructions may be issued to the Board of Directors, 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 stated as the purpose of the meeting without the unanimous consent of the members present.

Section 5. Voting Rights

Notwithstanding anything to the contrary herein contained, it is understood that there will not be permitted more than one (1) vote per parcel owned. Vote must be cast in person or by mail. Cumulative voting will be required for election or removal of Directors. To be counted, a ballot cast by mail must be received by the secretary before the meeting is called to order. At all meetings of the members a member may vote in person or by the member's duly authorized attorney-in-fact. Properties with accounts in past due status shall not have voting rights.

Section 6. Notice of Meeting

There shall be not less than ten (10) days written notice given of any meeting of the membership, mailed by regular mail, postage prepaid, to the last known address of each member of the Association, stating the date, time, place and purpose of such meeting.

ARTICLE V
DIRECTORS

Section 1. Directors

- a. The management of the Association shall be vested in the Board of Directors of five persons, who shall be elected by the membership. Directors so elected shall serve for a term of two years.
- b. Directors shall hold office until their successors have been elected and shall have entered upon the discharge of their duties.
- c. The directors shall be limited in their authority to the contracting for the operation, maintenance, repair, rebuilding or rehabilitation of the roads, streets and public ways, and maintenance of common areas for the benefit of the members of the Association who have purchased lots within Lake Park Estates, including the right to incur necessary expenses for insurance, bond premiums, legal advice, rental of equipment, purchases of necessary materials and labor incident to operations and maintenance.
- d. The Directors shall have the right to reasonable entry upon any parcel of the subdivision for the purpose of such operation and maintenance without being deemed guilty of any manner of trespass or unlawful entry.
- e. No person shall be eligible for nomination for the Board of Directors, who is not current in their payment of their road assessment fees.
- f. No two people from the same household, either elected or appointed, shall be on the Board of Directors.
- g. All persons elected or appointed by the Board of Directors shall be unpaid volunteers, except for out-of-pocket expenses.
- h. All funds of the Association shall be under the supervision of the Board of Directors and shall be handled and disposed of in such a manner and by such officers of this Association as the Board of Directors may properly authorize.
 - i. All checks issued by the Board of Directors shall be signed by two directors. All directors and contractors of the Association handling funds of the Association, including writing and/or signing checks on the Association, account may be bonded. Bonds, if required, will be paid for by the Association.

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 hereon, and their position shall thereupon be deemed vacant.

Section 3. Quorum

A majority of the members of the Board of Directors shall constitute a quorum necessary for the transaction of any and all business of the Association. In the event there shall be in attendance at any meeting of the Board of Directors a lesser number than a quorum, that number may adjourn the meeting to another day.

Section 4. Contracts

Inasmuch as the Directors of the Association may be connected with businesses with which this Association may have business dealings, no contracts or other transactions between the Association and any business shall be affected by the fact that the Directors of this Association are interested in or are directors, officers or principals of such other businesses. Any director individually may be a party to, or interested in, any contract or transaction with this Association, provided (1) the "interest" of the director is disclosed to the Board, (2) the interested director may not vote on the contract or transaction, and (3) the remaining Board members must approve the transaction by a majority vote at a regular or special meeting.

Section 5. Annual Financial Review

When the Association funds are not controlled and monitored by a bonded and licensed bookkeeper or Public Accountant outside the Association membership, the Board shall organize an internal financial review committee consisting of at least one (1) Board member not connected with the compilation of financial data and at least two (2) non-Board members who are members of the Association at the annual member meeting. This committee shall examine the various aspects of the Association's books on an annual basis. This committee shall report its findings, in writing, to the Board and a copy will be made available at the next annual membership meeting. If Association funds are handled by a bookkeeper or Public Accountant outside of the Association membership, a yearly internal financial review will be conducted by the Board of Directors. Their findings will be made available at the annual membership meeting. The Board shall arrange for an impartial Certified Public Accountant to prepare Income Tax returns.

ARTICLE VI OFFICERS

Section 1. Officers

a. The officers shall be: President, Vice-President, Secretary, Treasurer if required, 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 meeting. All officers shall hold office at the discretion of the Board.

b. If the treasurer (or licensed bookkeeper) is not a member of the Association, he/she may have a voice, but no vote at the Board meetings.

Section 2. Duties of Officers

- a. The President shall preside at all meetings of the Board of Directors and shall perform such other duties as the Directors may authorize.
- b. The Vice-President, during the absence or incapacity of the President, shall perform duties of the president, and when so acting, he/she shall have all powers and be subject to all responsibilities of the office of President and shall perform such duties and functions as the Board may prescribe.
- c. The Secretary shall subscribe the minutes of all meetings of the Board of Directors. He/she shall perform such other duties as the Board of Directors may authorize or direct.
- d. The Treasurer (or licensed bookkeeper) shall have charge of all funds belonging to the Association and shall keep and deposit the same for and on behalf of the Association in a bank to be designated by the Board of Directors.

ARTICLE VII MAIL VOTE

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 the matter to the membership in writing by mail for vote and decision, and the question thus presented shall be determined according to the majority of the votes received by mail within two (2) weeks after such submissions to the membership, provided that in each case, votes of at least a majority of the members shall be received. Action taken in this manner shall be as effective as action taken at any duly called meeting.

ARTICLE VIII 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, excepting only acts or omissions arising out of his willful malfeasance.

ARTICLE IX
AMENDMENTS

These Articles of the Association may be amended, repealed or altered in whole or in part by a majority vote, of the members present, either in person or by mail-in ballot, at the annual membership meeting of the Association or any special meeting called for such purpose.

RECORDING

The members of the Lake Park Estates Property Owners Association met a duly called meeting held on May 18, 2008, at the Redmond VFW, Redmond, Deschutes County, Oregon, at approximately 3:00 PM with 21 lots represented by owners in attendance, the same being considered a quorum of the membership of said Association for holding said meeting. At that meeting the members amended, in accordance with the requirements of these Articles of Association, the ARTICLES OF ASSOCIATION OF LAKE PARK ESTATES PROPERTY OWNERS which had been originally executed on June 13, 1986, and recorded in the County Clerk's Office, Deschutes County, Oregon, on August 13, 1986 in Volume 129, Page 1879, and subsequently amended and recorded, which amendments have been incorporated herein. The members of said Association also directed that a copy of these Articles of Association, as so amended, be recorded in the Office of Deschutes County Clerk to be in effect until modified, changed or terminated by a majority vote of the members voting as set forth herein.

LAKE PARK ESTATES PROPERTY
OWNERS ASSOCIATION

By: Richard Brown
President
By: Chuck Cook
Secretary




STATE OF OREGON)
)ss
County of Deschutes)

Personally appeared Richard Brown and Chuck Cook who, being duly sworn did say that he/she is the President/Secretary, respectively, of the Lake Park Estates Property Owners Association and that said instrument was signed on behalf of said Association by Authority of its board of directors, and he/she acknowledges said instrument to be it's voluntary act and deed.

sw Before me: April 20, 2010
Notary Public for Oregon
My Comm. Expires: 11/9/13

