

AUG 20 2018

# **ARTICLES OF INCORPORATION**

## **CLARON GLEN HOMEOWNERS ASSOCIATION**

## **ARTICLES OF INCORPORATION OF THE CLARON GLEN HOMEOWNERS ASSOCIATION**

In compliance with the requirements of the State of Oregon, the undersigned, all of whom are residents of Oregon and all of whom are of full age, have this day voluntarily associated themselves and do hereby certify:

### **ARTICLE I**

The name of the corporation is The Claron Glen Homeowners Association, Inc., hereafter called the "Association".

### **ARTICLE II**

The principal office of the Association is located at Brookings, Oregon

### **ARTICLE III**

Frank H. Hilton, whose address is Schwab, Hilton & Howard, 1200 Oregon National Building, 610 S.W. Alder Street, Portland, Oregon 97205, is hereby appointed the initial registered agent of this Association. Said address shall be the alternate corporate mailing address.

### **ARTICLE IV**

#### **PURPOSE AND POWERS OF THE ASSOCIATION**

This Association is a mutual benefit corporation which does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the residence Lots and Common Area within The Claron Glen Subdivision in Brookings, Oregon, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

a) **exercise all of the powers and privileges** and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter call the "**Declaration**", applicable to the property and recoded or to be recorded in the Deed Records of Curry County, Oregon and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;

b) **fix, levy, collect and enforce payment** by any lawful means, all charges or assessments pursuant to the terms of the Declaration; **to pay all expenses** in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

c) **acquire (by gift, purchase or otherwise), own; hold, improve, build upon, operate, maintain, convey, sell lease, transfer, dedicate for public use or otherwise dispose of** real or personal property in connection with the affairs of the Association;

d) **borrow money**, and with the assent of two-thirds (2/3) of each class of members, **mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property** as security for money borrowed or debts incurred;

e) **dedicate, sell or transfer all or any part of the Common Area** to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

f) **participate in mergers and consolidations with other non-profit corporations** organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

g) **provide for the indemnification** of its Officers and the Board of Directors, and maintain liability insurance for Directors and Officers;

h) **have and to exercise any and all powers, right and privileges**, which a corporation organized under the Non-Profit Corporation Law of the State of Oregon by law may now or hereafter have or exercise.

## **ARTICLE V**

### **MEMBERSHIP**

**Every person or entity** who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

## **ARTICLE VI**

### **VOTING RIGHTS**

The Association shall have two (2) classes of voting membership:

**Class A. Class A members shall be all Owners with the exception of the Declarant** and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such members shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

**Class B. The Class B member(s) shall be the Declarant** (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) **When the total votes outstanding in the Class A membership equal the total votes in the Class B membership; or**
- b) On January 11 1993.

## **ARTICLE VII**

### **BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Ronald Fallert  
P.O. Box 670  
Brookings, OR  
97415

Lawrence Fallert  
P.O. Box 670  
Brookings, OR 97415

Gordon Ball  
P.O. Box 670  
Brookings, OR  
97415

At the first annual meeting the members shall elect one (1) director for a term of one (1) year, one director for a term of two (2) years and one director for a term of three (3) years; and at each annual meeting thereafter the members shall elect directors as terms expire for a term of three (3) years. To the extent allowed by Oregon law, a director shall have no personal liability for money damages for conduct as a director.

## **ARTICLE VII**

### **DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

## **ARTICLE IX**

### **DURATION**

The corporation shall exist perpetually.

## **ARTICLE X**

### **AMENDMENTS**

Amendments of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

## **ARTICLE XI**

The name and address of the incorporator is Michael J. Lilly, Lane, Powell, Spears, Lubersky, 520 S.W. Yamhill; Ste. 800, Portland, OR 97204. The incorporator is over 18 years of age.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Oregon. I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 2nd day of November, 1990, and I state that the directors named in Article VII have agreed to serve as directors.

DECLARATION  
OF THE  
COVENANTS,  
CONDITIONS  
&  
RESTRICTIONS

CLARON GLEN  
SUBDIVISION

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF  
THE CLARON GLEN SUBDIVISION**

THIS DECLARATION, made on the date hereinafter set forth by  
South Coast Lumber Company hereinafter referred to as "**Declarant**".

WITNESSETH:

WHEREAS, Declarant is the owner of the Claron Glen Subdivision  
(as recorded in the Deed Records of Curry County at Instrument# 90-7026),  
in the City of Brookings, County of Curry, State of Oregon. The Claron Glen  
Subdivision is described as follows:

See Attached Exhibit A

NOW THEREFORE, Declarant hereby declares that all of the  
properties described above shall be held, sold and conveyed subject to the  
following easements, restrictions, covenants and conditions, which are for the  
purpose of protecting the value and desirability of, and which shall run with,  
the real property and be binding on all parties having any right, title or interest  
in the described properties or any part thereof, their heirs, successors and  
assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**DEFINITIONS**

Section 1. "**Association**" shall mean and refer to The Claron Glen  
Homeowners Association, Inc., its successors and assigns.

Section 2. "**Owner**" shall mean and refer to the record owner,  
whether one or more persons or entities, of a fee simple title to any Lot which  
is a part of the Properties, including contract sellers, but excluding those  
having such interest merely as security for the performance of an obligation.

Section 3. "**Properties**" shall mean and refer to that certain real  
property hereinbefore described, and such additions thereto as may hereafter  
be brought within the jurisdiction of the Association.

Section 4. "**Common Area**" shall mean all real property owned by  
the Association for the common use and enjoyment of the owners.

The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

See Attached Exhibit 8

Section 5. **"Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. At the time of this declaration, there are forty-two (42) lots.

## **ARTICLE II**

Section 1. **Owners' Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use of recreational facilities by an Owner for any period during which any assessment against his/her Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by three-fourths (3/4) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. **Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his/her family, his/her tenants or contract purchasers who reside on the property.

## **ARTICLE III**

### **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.



**Class A.** The Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest to any Lot, all such persons shall be members. 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 Lot.

**Class B.** The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1993.

## **ARTICLE IV**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

#### **Section 1. Creation of the Lien and Personal Obligation of Assessment\$.**

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) 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 attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall 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 his/her successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties, and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. **Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of three-fourths (3/4) of each class of members who are voting in person, or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. **Special Assessments for Capital Improvements.**

(a) In addition to the annual assessment authorized above, the Association shall levy, as needed, 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of seventy-five percent (75%) of the votes of each class of members who are voting in person, or by proxy, at a meeting duly called for this purpose.

(b) The Declarant shall establish a **Re\$erve Account** for replacement of all items of common property which will normally require replacement, in whole or in part, in more than three (3) and less than thirty (30) years.

(c) A Reserve Account established under this section shall be funded by assessments against the individual Lots for maintenance of items for which the reserves are established. The assessments under this subsection begin accruing from the date the first Lot assessed is conveyed. The Declarant may defer payment of the accrued assessment for a Lot under this subsection until the date the Lot is conveyed.

(d) The amounts assessed shall take into account the estimated remaining life of the items for which the reserve is created and the current replacement cost of these items.

(e) The Reserve Account shall be established in the name of the Association. The Association is responsible for administering the account and making periodic payments into it. In accordance with the requirements of this section, the Association shall adjust the amount of the payments at regular intervals to reflect changes in current replacement costs over time.

(f) The account may be used only for replacement of common property and is to be kept separate from assessment for maintenance. However, after the individual Lot Owners have assumed responsibility for administration of the planned community, the Board of Directors may borrow funds from the Reserve Account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses. Funds borrowed to meet temporary expenses under this subsection must be repaid later from special assessments or maintenance fees.

(g) Nothing in this section prohibits investment of Reserve Account funds.

**Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to same notice requirement, and the required quorum shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the

amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

**Section 8. Effect of Non-payment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## **ARTICLE V**

### **RESIDENTIAL COVENANTS**

**Section 1. Use.** All Lots in Claron Glen shall be for single family Residential use only. Any permanent multi-family, communal or group use is prohibited. No business venture shall be conducted in or about any property in Claron Glen except for (a) **one-room offices** which are not designated by exterior signs and do not create additional vehicle traffic and (b) **builders', declarant's or real estate agents' temporary sales offices**.

**Section 2. Dwelling size.** The ground floor size of any one-story dwelling, exclusive of open porches and garage, shall not be less than 1,400 square feet. In the event of a multi-level dwelling, two-story dwelling, split-entry type home or daylight basement home, the principal living level(s) shall have a minimum living space of not less than 1,800 square feet, exclusive of open porches and garages. All dwellings shall have a private garage for not less than two (2) automobiles.

Section 3. **Building restrictions.** All buildings will be built with the following minimum requirements:

(a) **Walls** shall be double-wall constructed with siding of cedar, redwood, stucco, masonry or other material **approved by the Architectural Control Committee:**

(b) **Roofs** shall be constructed of wood shakes, wood shingles, tiles or top grade composition (300 lb. minimum weight), in earth tones.

(c) **No mill-grade aluminum window frames will be permitted.**

The Architectural Control Committee reserves the right to grant any variance\$ to the above requirements, on a case by case basis, to provide for any solar-type of materials or special design requirements

Section 4. **Easements.** Within easements for utilities and drainage facilities, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities and drainage facilities.

Section 5. **Maintenance of dwellings and grounds.** Each Owner shall maintain their Lot and improvements in a clean and attractive condition, in good repair and in such fashion as not to create a hazard of any kind. Such maintenance shall include, without limitation, painting or staining, repair, replacement and care of mailboxes, roofs, gutters, downspouts, surface water drainage, walks and other exterior improvements and glass surfaces. In addition, each Owner shall keep shrubs, grass and plantings of every kind neatly trimmed, properly cultivated and free of trash, weeds and other unsightly materials. The provisions of this Section include the area between the property line of any Lot and the nearest curb, including sidewalks and street curbs.

Section 6. **Animals.** No animals, including poultry, shall be raised or kept on any Lot except that dogs, cats or other household pets may be kept, provided they are not raised or kept for commercial purposes and are not permitted to cause damage or discomfort to neighbors and neighboring properties.

Section 7. **Garbage and refuse disposal.** No lot shall be used as a dumping ground for garbage, rubbish or other waste. All garbage and trash shall be kept in sanitary containers and out of public view.

Section 8. **Signs.** No sign shall be erected on any lot except that not more than one (1) "For Sale" or "For Rent" sign placed by the Owner, the

Declarant or by a licensed real estate agent, not exceeding 24" in height and 36" long, may be temporarily displayed on any Lot. This restriction shall not prohibit the temporary placement of "political" signs on any Lot by the Owner or the placement of a professional sign by the developer, which must comply with the City of Brookings sign ordinances.

**Section 9. Utilities.** All plumbing facilities shall comply with the requirements of the City of Brookings. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure to support said outdoor overhead wire shall be erected, placed or maintained within the Claron Glen Subdivision. All Owners of Lots within said subdivision, their heirs, successors and assigns, shall use the underground service wires to connect their premises and the structures built thereon to the underground electric, telephone utility or other facilities provided.

**Section 10. Fences and hedges.** As used herein, fences and hedges shall mean any barrier or wall to be constructed on the perimeter of any Lot. Plantings or sight obscuring fences shall not exceed four (4) feet in height in the front yard or on side lot lines, forward of the dwelling line with the greatest setback on the lot or the adjoining lot. The maximum height of a sight obscuring fence or hedge located on the remainder of the lot shall be six (6) feet. Fencing shall be constructed of materials approved by the Architectural Control Committee and shall not detract from the appearance of the dwelling located on the adjacent lots or be offensive to the owners or occupants thereof. **No chain link fencing shall be allowed. (see Amendments of 1993 to this document).**

**Section 11. Completion of construction.** The construction of any dwelling, including painting and all exterior finish, shall be completed within eight (8) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to extraordinary weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control Committee. The building area and streets shall be kept reasonably clean and in workmanlike order during construction and the Owner of each lot shall be responsible for any and all damage to curbs, streets and utilities during construction.

**Section 12. Landscape completion.** All front yard landscaping must be completed within six (6) months from the date of occupancy of the dwelling thereon. In the event of undue hardship due to weather conditions, this provision may be extended upon written approval of the Architectural Control Committee. landscape completion shall also include provisions for adequate surface water drainage to prevent unnecessary discharge on adjoining or downhill lots.

## ARTICLE VI

### ARCHITECTURAL CONTROL

Section 1. **Construction.** No dwelling or other structure, including storage, shelter, swimming pools, greenhouses or fences, shall be constructed on any Lot until the plans and specifications for the same have been submitted to and approved in writing by the Architectural Control Committee (the Committee). The intent of this covenant is to assure quality of workmanship and material, harmony of external design with the existing structures as to location with respect to topography, finished grade elevations, and to avoid plan repetition.

Section 2. **Procedure.** Prior to application for a building permit or commencement of any work, Owner shall prepare and submit one set of plans and specifications for the proposed work showing the materials and colors to be used, and a plot plan showing the location of the improvements on the Lot. The Committee shall render its decision, in writing, within ten (10) days after it has received said requested plans. In the event the Committee fails to render its approval or disapproval within twenty (20) working days after plans, specifications and plot plan have been submitted to, approval will be deemed to have been given.

Section 3. **Membership - appointment and removal.** The Committee shall consist of as many persons, but not less than three (3), as the Board of Directors may from time to time appoint. The Board of Directors may remove any member of the Committee at any time and may appoint new or additional members at any time. The Board of Directors shall keep on file at the principal office of the Association, the list of names and addresses of the members of the Committee. The powers and duties of such Committee shall cease one year after completion of the construction of all the single family dwellings and the sale of said dwelling to the initial Owner/occupant on all of the lots within Claron Glen, including any annexed property that may become a part of Claron Glen and may be bound by these covenants.

Section 4. **Liability.** Neither the Architectural Control Committee nor the Board of Directors, nor their successor or assigns, shall be liable to anyone submitting plans to them for approval, or to any Lot Owner by reason of mistaken judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve such plans. Every person who submits plans to the Committee for approval agrees, by submission of such plans, to the Committee, and every Owner, by acquiring title to their Lot or interest therein, that they will not bring any action or suit against the Committee or the Board of Directors to recover any damages. The Committee's review and approval or disapproval of plans and specifications shall be for the benefit of all

Owners and shall not be relied upon by the applicant in any way as an indication of sufficiency, structural soundness or in any other way, such review having been made solely to assure that the improvements contemplated would be aesthetically compatible with the existing and planned dwellings in Claron Glen.

Section 5. **Action.** A majority of the members of the Architectural Control 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 decision only by written instruments setting forth the action taken by the members consenting thereto.

Section 6. **Non Waiver.** Consent by the Architectural Control Committee to any matter proposed to it, and within its jurisdiction under these Protective Covenants, shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

Section 7. **Effective period of consent.** The Committee's consent to any proposed work shall automatically be revoked one (1) year after issuance unless construction of the work has been commenced, or the Owner has applied for and received an extension of time from the Committee.

## ARTICLE VU

### GENERAL PROVISIONS

Section 1. **Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or inequity, 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.

Section 2. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time. they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent {75%} of the Lot Owners. Any amendment must be recorded,



Section 4. **Improvements.** The Declarant does not agree to build any improvements and does not choose to limit Declarant's rights to add any improvements not described herein.

Section 5. **Expansion.** The Declarant reserves the right to expand Claron Glen Subdivision by annexing lots or common property.

(a) **Procedure.** The Declarant may, without the consent of the Owners, expand the Claron Glen Subdivision at any time until January, 1999, by preparing and filing a Supplemental Declaration (and other documents as may be required by statute to subdivide the additional property) which describes the additional property to be included.

(b) **Number of lots.** There is no limitation on the number of lots which the Declarant may create or annex to the Claron Glen Subdivision.

(c) **Common property.** There is no limitation on the right of the Declarant to annex common property to the Claron Glen Subdivision.

(d) **Voting rights.** Owners of Lots added to the Claron Glen Subdivision shall have the same voting rights as other Owners of Lots in the Claron Glen Subdivision.

(e) **Common expenses.** Owners of Lots added to the Claron Glen Subdivision shall be assessed a proportionate share of common expenses in the same manner as other Owners of Lots in the Claron Glen Subdivision. Such expenses shall be prorated for any partial year of ownership by a proportion based on the number of days remaining in the year after the Owner purchases the Lot divided by 365.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 17th day of December, 1990.

South Coast Lumber Company  
Declarant

By: Ron Fallert (sig. on file)  
President  
South Coast Lumber Company

This Declaration was adopted, signed, notarized and recorded.

AMENDMENTS  
OF THE  
COVENANTS,  
CONDITIONS  
&  
RESTRICTIONS

CLARON GLEN  
SUBDIVISION

**AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE CLARON GLEN SUBDIVISION**

This Declaration is made on October 28, 1992 by South Coast Lumber Company, hereinafter referred to as the "Declarant".

**WHEREAS**, the Claron Glen Subdivision was created by the Declarant and the plat of the Claron Glen Subdivision was filed in the Deed Records of Curry County, State of Oregon, as the "Plat of Claron Glen" at Book 98, page 140.

**WHEREAS**, pursuant to Article VII, Section 5 of the Declaration of Covenants, Conditions and Restrictions of The Claron Glen Subdivision, the Declarant reserved the right to expand the Claron Glen Subdivision by annexing lots or common property, and

**WHEREAS**, the Declarant is hereby electing to exercise its right.

**NOW, THEREFORE**, the Declarant hereby declares the property described in Exhibit A, and consisting of lots 1 through 7 as identified on the Plat of Claron Glen II, recorded at Instrument# 92-09064 of the Deed Records of Curry County, State of Oregon, are hereby made a part of the Claron Glen Subdivision and are declared subject to all of the Covenants, Conditions and Restrictions of The Claron Glen Subdivision.

**IN WITNESS WHEREOF**, the undersigned being the Declarant, herein has set its hand and seal this 28<sup>th</sup> day of October, 1992

SOUTH COAST LUMBER CO.  
Declarant

By: Gordon M. Ball (sig.)  
Gordon M. Ball. CFO

The Amendment was adopted, signed, notarized and recorded in 1992

**AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE CLARON GLEN SUBDIVISION**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions of the Claron Glen Subdivision, recorded as Instrument No. 90-07027 of the Deed Records of Curry County, Oregon, provided in Article VII, Section 3 that the Declaration may be amended by an instrument signed by not less than 75% of the Lot Owners; and

**WHEREAS**, there are 49 Lots in the subdivision and the votes of 37 Lots are required to amend the Declaration,

**NOW THEREFORE**, by the consent of the undersigned 37 or more Lot Owners, and the following amendments to Article V of the Declaration of Covenants, Conditions and Restrictions of the Claron Glen Subdivision are adopted:

**ARTICLE V**

Section 6. **Animals.** No animals, including poultry, shall be raised or kept on any Lot except that dogs, cats or other household pets may be kept, provided they are not raised or kept for commercial purposes and are not permitted to cause damage or discomfort to neighbors and neighboring properties. **Chain link dog runs are permitted. Their location and size is subject to review and approval of the Architectural Control Committee.**

Section 13. **Recreational Vehicles and Boats.** Recreational vehicles and boats shall be garaged. Temporary outside parking of recreation vehicles of guests of Lot Owners is permitted for periods not to exceed two (2) weeks of duration.

Section 14. **Burn Barrels.** Burn barrels are permitted, but shall be screened from the view of neighbors and from the street and shall be located on the Owner's Lot and not on vacant Lots or the Common Area.

Section 15. **TV Satellite Dishes.** TV Satellite dishes may be installed, but their location and size is subject to the review and approval of the Architectural Control Committee.

This amendment was adopted, signed, notarized and recorded in 1993

**AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE CLARON GLEN SUBDIVISION**

This Declaration is made June 1, 1994 by South Coast Lumber Company hereinafter referred to as the "Declarant".

**WHEREAS**, the Claron Glen Subdivision was created by the Declarant and the plat of the Claron Glen Subdivision was filed in the Deed Records of Curry County, State of Oregon, as the "Plat of Claron Glen" at Book 98, page 140, which subdivision was expanded by an Amendment recorded as Instrument #92-09198 on November 2, 1992.

**WHEREAS**, pursuant to Article VII, Section 5 of the Declaration of the Covenants, Conditions and Restrictions of the Claron Glen Subdivision, the Declarant reserved the right to expand the Claron Glen Subdivision by annexing lots or common property, and

**WHEREAS**, the Declarant is hereby exercising its right.

**NOW, THEREFORE**, the Declarant hereby declares that the property described in Exhibit "A" consisting of Lots 8 through 36 as identified on the Plat of Claron Glen II, Phase 2, recorded at Instrument #94-03474 of the Deed Records of Curry County, State of Oregon, are hereby made a part of the Claron Glen Subdivision and declared subject to all of the Covenants, Conditions and Restrictions of the Claron Glen Subdivision.

**IN WITNESS WHEREOF**, the undersigned being the Declarant, herein has set its hand and seal this 1<sup>st</sup> day of June, 1994.

South Coast Lumber  
Company Declarant

By: Gordon M. Ball (sig.)  
Gordon M. Ball, CFO

The Amendment was adopted, signed, notarized and recorded in 1994.

**AMENDMENT FOR CORRECTION OF DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE CLARON GLEN SUBDIVISION**

This correction to the Declaration of Covenants, Conditions and Restrictions of the Claron Glen Subdivision is made in order to correct a clerical error in the original Declaration which was recorded as Instrument No 90-07027 in the Deed Records of Curry County, State of Oregon. This amendment will become effective upon recording with the acknowledged signatures of 3/4ths of the Lot Owner in the subdivision as provided in Article VII, Section 3 of the Declaration.

**WHEREAS**, the original Declaration of Covenants, Conditions and Restrictions of the Claron Glen Subdivision contained an error in the legal description which failed to exclude Lot 24 of the Claron Glen Subdivision from the Common Area,

**WHEREAS**, this amendment is recorded to correct that error:

**NOW, THEREFORE**, it is declared that Lot 24 of the Claron Glen Subdivision is not part of the Common Area of the Claron Glen Subdivision and Exhibit B of the Declaration of Covenants, Conditions and Restrictions of the Claron Glen Subdivision is hereby corrected to except Lot 24 of Block 1 from description of the Common Area.

This amendment was adopted, signed, notarized and recorded in 1995.

**AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE CLARON GLEN SUBDIVISION**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions of the Claron Glen Subdivision, recorded as Instrument No. 90-07027 of the Deed Records of Curry County, Oregon, provided in Article VII, Section 3 that the Declaration of Covenants, Conditions and Restrictions may be amended by an instrument signed by not less that 75% of the Lot Owners; and

**WHEREAS**, there are 78 Lots in the subdivision and the votes of 59 Lots are required to amend the Declaration,

**NOW THEREFORE**, by the consent of 60 or more Lot Owners, **Section 2 of Article V** shall be amended to read, and **Section 16 shall be added to Article V**, as follows:

**ARTICLE V**

Section 2. **Dwelling Size.** The ground floor of any one-story dwelling, exclusive of open porches and garage, shall not be less than 1,400 square feet. In the event of a multi-level dwelling, two-story dwelling , split-entry type home, or daylight basement home, the principal living level(s) shall have a minimum living space of not less than 1,800 square feet, exclusive of open porches and garage. All dwellings shall have a private garage for not less than two automobiles. All lots sold by the developer, South Coast Lumber Co., on or after April 1, 1997 shall be subject to the following revisions in minimum square footages:

- a) The minimum square footage for a one-story dwelling shall be **increased** from 1,400 square feet to 1,600 square feet.
- b) The minimum square footage for a multi-level dwelling as more fully described above shall be **increased** from 1,800 square feet to 2,000 square feet.

Section 16. **Propane Tanks.** Propane tanks are allowed, but must be screened from view. Placement is subject to the Architectural Control Committee and **governed by The Uniform Fire Code.**

This amendment was adopted, signed, notarized and recorded in 1997.