

01308

REEL 2 PAGE 717

CHINOOK SUBDIVISION PHASE I
BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned,
GEOFFREY C. STEER and CHRISTINE E. STEER, husband and wife,
being the owners of record of all of the lots within the
following described subdivision, to-wit:

Beginning at a 7"x36" iron pipe marking the initial corner of "CHINOOK SUBDIVISION NUMBER ONE", said monument bears S. 89°42' 00" E. 124.63 feet along the northerly line of Section 31, Township 8 South, Range 3 West of the Willamette Meridian, Marion County, Oregon, from a 1-inch iron pipe marking the northwesterly corner of said Section 31; and running thence North 89°42'00" East 1050.00 feet along said section line to a 5/8-inch iron rod with aluminum cap; thence South 550.83 feet to a 5/8-inch iron rod with aluminum cap; thence South 84°42'37" West 220.00 feet to a 5/8-inch iron rod with aluminum cap; thence South 05°17'23" East 60.00 feet to a 5/8-inch iron rod with aluminum cap; thence South 30° 01' 49" East 541.30 feet to a 5/8-inch iron rod with aluminum cap; thence South 00°29'29" East 388.03 feet to a 5/8-inch iron rod with aluminum cap; thence South 04°51'50" West 60.00 feet to a 5/8-inch iron rod with aluminum cap; thence Easterly along the arc of a 470.91-foot radius curve right to a 5/8-inch iron rod with aluminum cap, the long chord bears South 83°43'26" East a distance of 23.17 feet; thence South 31°11'37" West 420.00 feet to a 5/8-inch iron rod with aluminum cap; thence Northerly along the arc of a 256.48-foot radius curve right to a 5/8-inch iron rod with aluminum cap, the long chord of which bears North 30°45'42" West a distance of 176.33 feet; thence North 10°39'22" West 157.22 feet to a 5/8-inch iron rod with aluminum cap; thence South 79°20'38" West 60.00 feet to a 5/8-inch iron rod with an aluminum cap; thence South 10°39'22" East 157.22 feet to a 5/8-inch iron rod with aluminum cap; thence South 71°01'31" West 650.00 feet to a 5/8-inch iron rod with an aluminum cap; thence South 82°36'16" West 580 feet, more or less, to the westerly boundary line of said Section 31; thence Northerly 1198 feet, more or less, along said westerly section line to the easterly right of way line of SKYLINE ROAD "COUNTY ROAD NUMBER 55";

OCT 16 1974

41308

REEL 2 PAGE 718

thence along said easterly right of way line as follows: North 22°56'54" East 47 feet, more or less, to a 5/8-inch iron rod with aluminum cap, along the arc of a 740.19 foot radius curve left, the long chord bears North 13°48'11" East 235.29 feet; North 04°39'28" East 304.69 feet; and North 03°20'24" East 168.14 feet to a 5/8-inch iron rod with aluminum cap on said northerly section line of said Section 31; thence North 89°42'00" East 10.02 feet along said northerly section line to the point of beginning, and containing 57.67 acres of land, more or less.

in order to provide for the orderly development of said subdivision, and to provide the families living in said subdivision with a country setting in which pride of ownership and respect for the environment, private property and personal privacy can be both practiced and taught in an atmosphere of peace and tranquility, do hereby subject said subdivision to the following building and use restrictions, to-wit:

1. It is understood that a subdivision planning committee shall be established and shall be called the "Chinook Subdivision Phase I Architecture Control Committee" hereinafter referred to as "Committee." The Committee shall have the following rights, powers and responsibilities:

a. No building, auxiliary building, shed, tent, fencing, shack, garage, barn, trailer, basement, or outbuilding of any kind shall at any time be placed either temporarily or permanently upon said subdivision until plans and specifications showing the location and nature of the structure have been approved by the Committee.

b. No healthy trees of any kind may be cut or removed from any parcel or lot, except as necessary for

OCT 16 1974

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41308

REEL 2 PAGE 726

or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Geoffrey C Steer
Geoffrey C Steer

Christine E. Steer
Christine E. Steer

STATE OF OREGON)
) ss.
County of Marion)

October 16, 1974.

Personally appeared the above named GEOFFREY C. STEER and CHRISTINE E. STEER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

W.K. Peal
Notary Public for Oregon

My commission expires: 7/1/77

STATE OF OREGON) I hereby certify that the within was received at 2:00 o'clock P.M. on the 16 day of October 1974 and duly recorded
County of Marion) by me in Marion County Records Book of 200 Records Volume Page J. ALBERT SCHUMAKER
County Clerk
bj

200
10/16/74

01692

EH 109 nr1614

CHINOOK SUBDIVISION NUMBER ONE

AMENDED BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, being the owners of record of not less than 75% of the lots within the following described subdivision, to-wit:

All of CHINOOK SUBDIVISION NUMBER ONE, Marion County, Oregon, consisting of 16 lots, numbered 1 through 16,

in order to provide for the orderly development of said subdivision, and to provide the families living in said subdivision with a country setting in which pride of ownership and respect for the environment, private property and personal privacy can be both practiced and taught in an atmosphere of peace and tranquility, do hereby subject said subdivision to the following building and use restrictions, and do hereby amend that certain instrument entitled "CHINOOK SUBDIVISION PHASE I BUILDING AND USE RESTRICTIONS" which was recorded October 16, 1974 in Vol. 2, Page 717, Deed Records for Marion County, Oregon, as follows:

1. It is understood that a subdivision planning committee shall be established and shall be called the "Chinook Subdivision Number One Architecture Control Committee", hereinafter referred to as "Committee." The Committee shall have the following rights, powers and responsibilities:
 - a. No building, auxiliary building, shed, tent, fencing, shack, garage, barn, trailer, basement, or outbuilding of any kind shall at any time be placed either temporarily or permanently upon said subdivision until plans and specifications showing the location and nature of the structure have been approved by the Committee.
 - b. No healthy trees of any kind may be cut or removed from any parcel or lot, except as necessary for roadway, easement, or right of way, building site, drainfield or other reasonable purposes without the consent in writing of the Committee.

188 Nov 20 1977

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REL 109 rec1630

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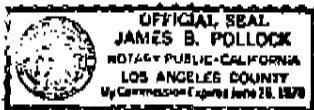
STATE OF OREGON)
) ss.
County of Marion)
_____, 1977.

Personally appeared the above named GEOFFREY C. STERR, who, being duly sworn did say that he is the attorney in fact for LAUREN A. EDWARDS LENHART and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal. Before me:

Notary Public for Oregon
My commission expires: _____

STATE OF California)
) ss.
County of Los Angeles)
Nov 28, 1977.

Personally appeared the above named RALPH EDWARDS, BARBARA EDWARDS and MARTIN H. WEBSTER, who being duly sworn did say that they are the Trustees under the Ralph Edwards Family Trust, and that they executed the foregoing instrument on behalf of said trust, and they acknowledged said instrument to be the act and deed of said trust. Before me:



James B. Pollock
Notary Public for California
My commission expires: 6/28/78

STATE OF OREGON)
) ss.
County of Marion)
_____, 1977.

Personally appeared the above named JOHN M. CARRAHER and MARVIN A. CARRAHER and acknowledged the foregoing instrument to be their voluntary act. Before me:

returns: Kelly R. Conover
1270 Cottage St. 715
Salem, Oregon 97301

Notary Public for Oregon
My commission expires: _____

01692

RR 109 1615

- c. As to any residence to be constructed in the subdivision, the Committee shall approve any plans and specifications which conform to the restrictions contained herein. As to any residence to be constructed in the subdivision which does not conform in every detail to these restrictions, it is understood and agreed that the final determination for such approval or disapproval shall be left in the absolute discretion and control of the Committee; provided, however, that there shall be no substantial deviation from the restrictions herein.
 - d. All roofing material for any and all buildings built upon the subdivision shall be of shake, wood shingle or battles, except that other materials may be used if approved in advance by the Committee.
 - e. No parcel shall be divided or partitioned without the prior approval of (1) the Committee, and (2) the Marion County Planning Commission, or its successors.
 - f. No topography or land surface of said subdivision shall be substantially altered or removed or changed without consent of the Committee.
2. The authorized number of Committee Members shall be three (3).
 3. The Committee members shall be elected by a majority of the lot owners of the subdivision. Each lot shall be entitled to one vote. The word "owner" as used in these restrictions shall be deemed to include contract purchasers of record.
 4. A majority of the lot owners in the subdivision constitutes a quorum for the transaction of business, and business may be continued after withdrawal of enough lot owners to leave less than a quorum.
 5. The members of the Committee shall not be required to own property in the subdivision.

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EEL 109 rec1616

6. Said Committee shall hold office for five-year terms. An election shall be held within 90 days after the recordation of these restrictions, and elections shall thereafter be held on January 5 of any succeeding year in which it is necessary to elect Committee members, or sooner if the occasion requires, for the purpose of electing Committee members for those Committee members whose 5-year terms shall have expired on the preceding December 31. For the purpose of the first 5-year term, said term shall be deemed to have begun on January 5, 1975.
7. The Committee approval or disapproval, as required throughout these restrictions, shall be made in writing.
8. A majority of the Committee shall have the power to bind the Committee in any decision which must be made or rendered by the Committee.
9. Members of the Committee shall not be entitled to any compensation for their services rendered as Committee members.
10. The Committee shall render a decision on any question presented for decision within 30 days after plans and specifications, or request for any decision, have been submitted to it. Should the Committee fail to act within 30 days, approval of the request, or plans and specifications, shall be deemed to have been given.
11. A two-thirds majority of the lot owners shall have the right to remove any Committee member at any time with or without cause. Any vacancy created by the removal or resignation of a Committee member may be filled by a majority of the remaining members.
12. Notice of election and/or meetings of the lot owners specifying the place, time and hour, and the purpose of the meeting shall be given in writing to each lot owner of record, at the address shown for the lot, not less than ten (10) days, nor more than fifty (50) days before the date of the meeting or election, either personally or by mail or at the direction of the Committee member calling the meeting. Action or election may

01692

RHL 109 PAR1617

be taken by the lot owners without a meeting if each lot owner of record entitled to vote signs a written consent to the action or election.

13. Any Committee member selected by the remaining Committee members present shall preside at meetings of the Committee.
14. Any Committee member may resign at any time by giving written notice to the other Committee members. Said resignation shall take effect at the date of receipt of the notice or at any later specified time.
15. Certain easements have been or will be granted for the installation, construction, maintenance, and replacement of underground electric power, telephone, storm drainage, sanitary sewers, equipment and service in locations and widths as shown by said respective easements. Maintenance shall include the right to remove trees, limbs of trees, shrubs, flowers, undergrowth or other obstructions that endanger or interfere with said equipment and service. The owners of lots upon which said easements are located shall have the right to use the portion of the easement within their lots for gardens or other purposes not of a permanent nature which do not interfere with, or threaten to interfere with, the use of said easements for the purposes for which they are intended and reserved, but they shall not use or erect any outdoor overhead wire service or structure for the distribution of electric energy or telecommunication purposes within this subdivision. All lot owners within this subdivision shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities when and if provided. There shall be no exterior aerials or antennas used in this subdivision.
16. All landscaping plans must be submitted to the Committee along with detailed house plans for approval by the Committee. No landscaping or buildings will be so placed or constructed as to restrict the view of other property owners in the subdivision.

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RR 109 nr1618

- 17. A geological survey has been completed regarding the stability of soil of the subdivision. A copy of the results of the testing is available upon request from Clark & Groff Engineers.
- 18. Owners of the lots or parcels shall in no way damage, impede, diminish, or pollute Wilkeson Creek or any other natural water source.
- 19. No single family residence shall be erected on any parcel, the original ground floor area of which is less than fifteen hundred (1,500) square feet for a one-story dwelling, or less than thirteen hundred (1,300) square feet of ground floor area for a dwelling of more than one story, exclusive of porches and garages. All such residences shall have at least a two-car garage.
- 20. All residence construction shall be completed within nine months of the ground breaking and all landscaping shall be completed within twelve months after ground breaking.
- 21. All auxiliary buildings shall have continuous concrete or masonry foundations and in general conform to the architectural style of the dwelling, and shall be painted or stained in harmony with the dwelling.
- 22. No "mobile" home of any kind shall be moved onto any parcel. No trailer, mobile home, motor home, camper, boat, basement, tent, shack, garage, barn or auxiliary building shall be used at any time as a residence, either temporary or permanent.
- 23. Boats, trailers, motor homes, campers or other recreational vehicles parked on individual parcels must be screened or otherwise covered from view, and no unlicensed vehicles are permitted, and no operation based on the repair of vehicles or machinery is permitted, and no used car or machinery shall be stored on the property, except as necessary by the developer during the development and construction process.

01652

ERL 103 1619

24. No clothesline or wire shall be used in any manner for hanging laundry out of doors.
25. No commercial, professional or trade activity shall be carried on upon any parcel.
26. The owners of all parcels shall not allow any unreasonably noxious or offensive smoke, odor, noise, or vibration to escape beyond the boundaries of his or her parcel.
27. No mink, peacocks or swine shall be permitted upon the property.
28. Farm animals may be kept upon the property, but only after auxiliary buildings and fences (with prior approval by the Committee) have been constructed upon the property. However, no animals may be bred or maintained for any commercial use.
29. No parcel or lot shall be used or maintained for dumping garbage or trash. All trash, garbage and other waste materials shall be kept in containers in a screened area, using fencing or shrubbery. Manure piles must be removed or spread and plowed at least annually. All owners of lots or parcels in said subdivision are required to maintain his or her lot or parcel in good condition, maintaining a good appearance of the lot and buildings thereon.
30. Owners of the lots in this subdivision shall not trespass or allow any of their guests, agents, assigns, or animals to trespass upon any land belonging to other lot owners or upon the property owned by Geoffrey C. Steer and Christine S. Steer, or Anvil International Incorporated.
31. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1995, at which time said covenants shall be automatically extended for successive ten-year periods, unless by a vote of the majority of the owners of the lots or parcels, it is agreed in writing to change or revoke the said covenants in whole or in part. However, any provision other than provision No. 1 may be

REL 109 nr1620

01692

modified or revoked after 50% of the subdivision has been sold by Geoffrey C. Steer and Christine E. Steer, by a 75% majority of the property owners.

- 32. If the parties hereto, or any of them, or their heirs, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him from so doing or to recover damages or other dues from such violations.
- 33. Invalidation of any of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED this 11th day of December, 1977.

Lot 1:

Sid J. Schain

Victoria S. Schain

Lot 2:

Stephen G. Tandy
Stephen G. Tandy

Lorraine K. Tandy
Lorraine K. Tandy

Lots 3, 4 and 5:

DISTINCTIVE HOMES, INC.

By Leonard W. Hassen
Leonard W. Hassen
President
Sec.

01632

NEEL 109 TRACT 1621

Lot 6:

*Geoffrey C. Stear for
Gary D. Edwards*

Lot 7:

Robert M. Arthur

Shella May Arthur

Lot 8:

Kelly B. Conover
Kelly May Conover

Marilyn Anne Conover
Marilyn Anne Conover

Lot 9:

Lauren A. Edwards Lehart
Lauren A. Edwards Lehart
By Geoffrey C. Stear, Attorney
in Fact

Lots 10 and 11:

Geoffrey C. Stear
for: *Ralph Edwards*
Barbara Edwards
Martin H. Webster

Martin H. Webster

TRUSTEES UNDER THE RALPH EDWARDS
FAMILY TRUST

01692

MR 109 1622

Lot 12:

John M. Carraber
 John M. Carraber
Maria A. Carraber
 Maria A. Carraber

Lot 13:

Yvonne A. Fischer

Lot 14:

Michael B. Salituro
 Michael B. Salituro
Raymond G. Klecker
 Raymond G. Klecker
 dba Capital Construction Company

Lot 15:

The Estate of Stanley J. Steer,
Deceased

By:

Geoffrey C. Steer
 Paul M. P. Steer
 By Geoffrey C. Steer, Attorney
 in Fact

Lot 16:

Geoffrey Mark Steer
 Geoffrey Mark Steer
Christine Alison Edwards Steer
 Christine Alison Edwards Steer

01692

ER 109 1623

STATE OF OREGON)
County of Marion) ss.

_____, 1977.

Personally appeared the above named SID J. SCHAIN and VICTORIA S. SCHAIN and acknowledged the foregoing instrument to be their voluntary act. Before me:

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
County of Marion) ss.

December 11, 1977.

Personally appeared the above named STEPHEN G. TANDY and LOURRAINE K. TANDY and acknowledged the foregoing instrument to be their voluntary act. Before me:



Margaret C. Beatty
Notary Public for Oregon
My commission expires: June 25, 1978

STATE OF OREGON)
County of Marion) ss.

December 11, 1977.

Personally appeared LINDA HASSAN LEONARD W. HASSAN, who, being duly sworn, did say that he is the ~~President~~ of DISTINCTIVE HOMES, INC., an Oregon corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act. Before me:



Margaret C. Beatty
Notary Public for Oregon
My commission expires: June 25, 1978

01692

REL 109 REC1624

STATE OF OREGON)
County of Marion) ss.

November 11, 1977.

Personally appeared the above named **GEOFFREY C. STEEK**, who being duly sworn did say that he is the attorney in fact for **GARY L. EDWARDS** and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal.



Therese C. Bygott
Notary Public for Oregon
My Commission expires: June 25, 1978

STATE OF OREGON)
County of Marion) ss.

November 11, 1977.

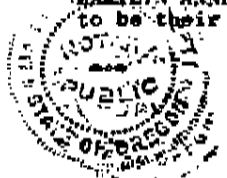
Personally appeared the above named **ROBERT M. ARTHUR** and **SHEILA MAY ARTHUR** and acknowledged the foregoing instrument to be their voluntary act. Before me:

Notary Public for Oregon
My Commission expires: _____

STATE OF OREGON)
County of Marion) ss.

December 11, 1977.

Personally appeared the above named **KELLY RAY CONOVER** and **MARILYN ANNE CONOVER** and acknowledged the foregoing instrument to be their voluntary act. Before me:



Therese C. Bygott
Notary Public for Oregon
My Commission expires: June 25, 1978

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NEE 109 not1625

STATE OF OREGON)
County of Marion) ss.

Notary Public April 24, 1977.

Personally appeared the above named LAUREN A. EDWARDS LENSART and acknowledged the foregoing instrument to be her voluntary act. Before me:

Geoffrey C. Steer
Notary Public for Oregon
My Commission Expires: 4-20-80

STATE OF OREGON)
County of Marion) ss.

December 11, 1977.

Personally appeared the above named GEOFFREY C. STEER, who, being duly sworn did say that he is the attorney in fact for RALPH EDWARDS, BARBARA EDWARDS and MARTIN H. WEBSTER, Trustees under the Ralph Edwards Family Trust, and that he executed the foregoing instrument by authority of and in behalf of said Trustees, and he acknowledged said instrument to be the act and deed of said trust. Before me:

Therese C. Bayliff
Notary Public for Oregon
My Commission expires: June 25, 1978

STATE OF OREGON)
County of Marion) ss.

December 11, 1977

Personally appeared the above named JOHN M. CARRAHER and MARIA A. CARRAHER and acknowledged the foregoing instrument to be their voluntary act. Before me:

Therese C. Bayliff
Notary Public for Oregon
My Commission expires: June 25, 1978

9/19/77



01692

MR 109 not1626

STATE OF OREGON)
) ss.
County of Marion)

_____, 1977.

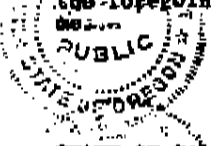
Personally appeared the above named YVONNE A. FISCHER and acknowledged the foregoing instrument to be her voluntary act. Before me:

Notary Public for Oregon
My Commission expires: _____

STATE OF OREGON)
) ss.
County of Marion)

December 11, 1977.

Personally appeared the above named MICHAEL B. SALITUBO and RAYMOND G. KLECKER, doing business under the assumed business name of Capital Construction Company, and acknowledged the foregoing instrument to be their voluntary act. Before me:



Michael B. Salitubo
Notary Public for Oregon
My Commission expires: June 25, 1978

STATE OF CALIFORNIA)
) ss.
County of _____)

_____, 1977.

Personally appeared the above named _____, who being duly sworn, did say that _____ is the duly appointed, qualified and acting _____ of the Estate of STANLEY J. STEER, Deceased, and that the foregoing instrument was signed in behalf of said Estate, and acknowledged said instrument to be its voluntary act. Before me:

Notary Public for California
My Commission expires: _____

NOV 16 1978

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REL 109 not1627

STATE OF OREGON)
County of Marion) ss.

December 11, 1977.

Personally appeared the above named GEOFFREY C. STEER, who, being duly sworn did say that he is the attorney in fact for PAULINE P. STEER and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal. Before me:



Therese C. Byrte
Notary Public for Oregon
My Commission expires: June 25, 1978

STATE OF OREGON)
County of Marion) ss.

December 11, 1977.

Personally appeared the above named GEOFFREY CLARK STEER and CHRISTINE ALISON EDWARDS STEER and acknowledged the foregoing instrument to be their voluntary act. Before me:



Therese C. Byrte
Notary Public for Oregon
My Commission expires: June 25, 1978

01692

ER 109 no1628

Lot 6:

Gary L. Edwards
Gary L. Edwards

Lot 7:

Robert M. Arthur

Sheila Ray Arthur

Lot 8:

Kelly Ray Conover

Marilyn Anne Conover

Lot 9:

Lauren A. Edwards Lenhart
By Geoffrey C. Steer, Attorney
in Fact

Lots 10 and 11:

Ralph Edwards
Ralph Edwards

Barbara Edwards
Barbara Edwards

Medin H. Webster
Medin H. Webster

TRUSTEES UNDER THE RALPH EDWARDS
FAMILY TRUST

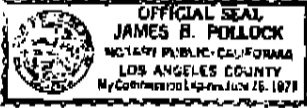
01692

REL 109 10/16/29

STATE OF CALIFORNIA)
County of Los Angeles) ss.

Nov 21, 1977.

Personally appeared the above named GARY L. EDWARDS and acknowledged the foregoing instrument to be his voluntary act. Before me:



James B. Pollock
Notary Public for California
My commission expires: 6/15/78

STATE OF OREGON)
County of Marion) ss.

_____, 1977.

Personally appeared the above named ROBERT M. ARTHUR and SHEILA MAY ARTHUR and acknowledged the foregoing instrument to be their voluntary act. Before me:

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
County of Marion) ss.

_____, 1977.

Personally appeared the above named KELLY MAY CONOVER and MARILYN ANNE CONOVER and acknowledged the foregoing instrument to be their voluntary act. Before me:

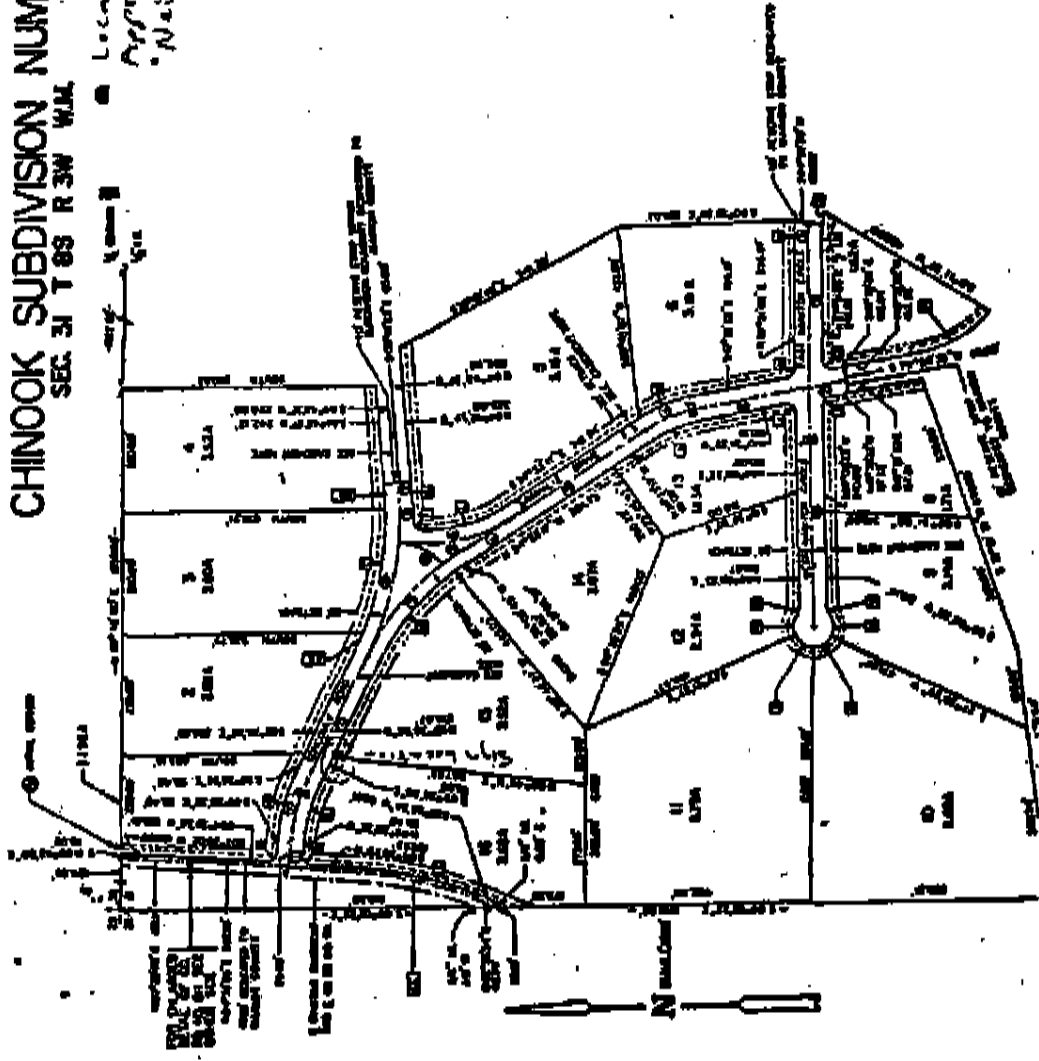
Notary Public for Oregon
My commission expires: _____

716 1976

11 20 89

CHINOOK SUBDIVISION NUMBER ONE SEC 31 T 6S R 3W W.M.

Location of Street
 Approx.
 Neighbor hood WATCH



SCALE 4" = 100'

11 20 - 89

COPIES OF RECORD

STATE OF OREGON

County of Marion
I hereby certify
that the within was
received and duly
recorded by me in
Marion County
records:
Fee \$ 30.00
Hand Returned

REEL PAGE
732 175

NOV 20 4 35 PM '89

ALAN H. DAVIDSON
MARION COUNTY CLERK
BY *[Signature]*