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\$65.00 \$11.00 \$21.00 \$10.00 \$6.00

RECORDING COVER SHEET (Please print or type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument. ORS 205.234

6w

AFTER RECORDING RETURN TO: ORS 205.234(1)(c)

Fitch Law Group, PC

210 SW 5th Street, Suite 2

Redmond, OR 97756

13

1. TITLE(S) OF THE TRANSACTION(S)

ORS 205.234(1)(a)

Declaration of Covenants, Conditions and Restrictions for the Glenn Meadows Subdivision

2. DIRECT PARTY(IES) / GRANTOR(S)

ORS 205.234(1)(b)

Johnson Family Trust, by Brian LeLaCheur, Trustee

3. INDIRECT PARTY(IES) / GRANTEE(S)

ORS 205.234(1)(b)

Glenn Meadows Subdivision

4. TRUE and ACTUAL CONSIDERATION

Amount in dollars or other value/property ORS 205.234(1)(d)

\$ 0.00 Other Value Other Property

Other value/property is **Whole** or **Part** of the consideration

5. SEND TAX STATEMENTS TO: ORS 205.234(1)(e)

Brian LeLaCheur, Trustee of the Johnson Family Trust

3626 NW Coyner Avenue

Redmond, OR 97756

6. SATISFACTION of ORDER or WARRANT

Check one if applicable: ORS 205.234(1)(f)

FULL PARTIAL

7. The amount of the monetary obligation

imposed by the order or warrant: ORS 205.234(1)(f)

\$ 0.00

8. If this instrument is being Re-Recorded, complete the following statement:

ORS 205.244(2)

Re-recorded at the request of _____

to correct _____

previously recorded in

Book/Volume _____ and Page _____, or as Fee Number _____.

AFTER RECORDING RETURN TO:
Fitch Law Group, PC
210 SW 5th St., Suite 210
Redmond, OR 97756

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE GLENN MEADOW SUBDIVISION**

**COVENANTS, CONDITIONS AND RESTRICTIONS OF THE GLENN MEADOW
SUBDIVISION, A SUBDIVISION IN THE COUNTY OF DESCHUTES, STATE OF
OREGON.**

These Covenants, Conditions and Restrictions, hereinafter referred to as "CC&R's" are made this 10 day of November, 2016 by the owner of the lots described in Exhibit A located in Deschutes County, Oregon, as well as the remaining properties for additional phases of the Glenn Meadow Subdivision. The Owner adopts these CC&R's in order to ensure development, promote architectural compatibility, and to provide for minimum standards for the use and maintenance of lots and residences. These CC&R's shall run with the land and shall burden each lot in the subdivision under the following terms and conditions:

**ARTICLE I
DEFINITIONS**

Whenever used in this Declaration, the following terms shall have the following meanings:

1.1 "Architecture Review Committee" shall mean a committee for reviewing plans for new construction and improvements of lots as necessary pursuant to the provisions of this declaration. The Architecture Review Committee may also be referred to as ARC. The ARC is a designated committee during new construction until completion of development. The ARC will be terminated at the completion of the development of the Glenn Meadow Subdivision and the Homeowners Association will take over these responsibilities.

1.2 "Association" shall mean the GLENN MEADOW OWNERS ASSOCIATION, its successors and assigns.

1.3 "Common Area" shall mean all of the land so described on the plat for Phase II plan (Exhibit C) and includes the common area located between lots 31, 32 and 27, 28 as well as the access road to Xavier Avenue as evidenced by an easement dated November 1, 2016.

1.4 "Declarant" for purposes of this declaration is the Johnson Family Trust.

1.5 "Glenn Meadow Subdivision" for purposes of these CC&Rs shall include Phase II (excepting Lot 33) and any future phases of Glenn Meadow Subdivision or additional lots as evidenced by amendments to the CC&Rs.

1.6 "Lot" shall mean any of the lots described in Exhibit "A" and in future phases of the Glenn Meadow Subdivision.

1.7 "Member" shall mean every person or entity who holds membership in the Association.

1.8 "Owner" shall mean every person or entity who holds membership in the Association.

1.9 "Said Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may be hereafter brought within the jurisdiction of the Association by recorded declarations in the manner hereinafter set forth.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

2.1 **Membership.** Every person or entity who is the record Owner of a fee interest, or contract vendee, in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as a security for the performance of an obligations, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one (1) membership per Lot owned, but in no event more than one (1) vote for each Lot.

ARTICLE III ASSOCIATION'S AND OWNER'S RESPONSIBILITIES

3.1 The Glenn Meadow Homeowners Association shall mean an association of owners forming an owners association pursuant to provisions herein for purposes including, but not limited to administering, maintaining, improving, protecting and performing any other services that are necessary for prudent operation of the common areas as well as the reciprocal rights and responsibilities of the association as defined by this declaration. The association is be formed at the completion of Phase II. There will be an annual HOA fee that will be determined by the HOA Board of Directors.

3.2 Association's Responsibility. The Association shall have the duties and powers provided in the Articles of Incorporation and the Bylaws of the Association as may be amended from time to time and may enforce the building and use restrictions and the CC&R's contained herein.

3.2 Owner's Responsibility. All maintenance of the Lot, all part of the residence thereon, shall be the responsibility of the Owner, and each Owner shall maintain and keep in good repair such property and improvements and comply with the provisions of the CC&R's.

ARTICLE IV ARCHITECTURAL CONTROLS

4.1 Architectural Review Committee. Also to be referenced as "ARC". The committee shall consist of three members and shall initially be composed of Scott Christianson, Brian LeLaCheur and Kent Estell. A majority of the committee may designate a representative to act for it. A fee of \$300.00 will be charged for review of plans which is nonrefundable and paid when submitting for "ARC" review. An additional deposit of \$1,700.00 dollars is also provided at the time of "ARC" review, this is to be held until final completion & will then be refunded if the plans are within compliance with these CCRs. In case of the death or resignation of any member(s) of the committee, the remaining member(s) shall have full authority to designate a successor(s). In the event that the deaths or resignations of all members of the Committee shall occur without successors having been appointed, the owners shall have full power to designate successors. The ARC may at its discretion withhold consent with respect to any proposal if the committee finds the proposal would be inappropriate for the particular lot or incompatible with the quality and design standards of the Glenn Meadow Subdivision. Considerations such as color, design, view, effect on other lots and any other factor being taken into account by the Committee in determining whether or not to consent to any proposal.

4.2 Material Required to Be Submitted: Where consent must be acquired by either HOA or the ARC for plans, specifications, and other material the Committee determined to be necessary to enable it to evaluate the proposal must be submitted at least thirty (30) days in advance of the occurrence which requires consent.

4.3 Failure to Act. In the event the ARC fails to render its decision with respect to any proposed work within the thirty (30) days from the day of receiving the submitted request, the Committee shall conclusively be deemed to have consented to the proposal.

4.4 Design and Style of Houses, Buildings and Structures: Houses, buildings and structures and improvements or alterations thereto shall be constructed and maintained utilizing high quality materials and workmanship and be of such character, style and design as to be in harmony with surrounding houses and structures and the general area. All houses, buildings or structures erected, constructed or maintained in Glenn Meadow Subdivision shall comply in all respects with the provisions of this Declaration and all building codes, ordinances and regulations including, but not necessarily limited to, the Uniform Building Code and the applicable codes and ordinances of

Deschutes County and the State of Oregon. The following standards shall apply to and be enforced for any building or structure erected or maintained in the Glenn Meadow Subdivision:

(a) Front Yard: The front yard shall be a required open space extending the full width of the lot between the front lot line and a house for a distance of not less than fifty (50) feet.

(b) Rear Yard: The rear yard shall be a required open space extending the full width of the lot between the rear lot line and a house for a distance of not less than fifty (50) feet.

(c) Side Yards: The side yards shall be required open spaces extending from the front yard to the rear yard between a house and the nearest side lot line for a distance of not less than twenty-five (25) feet each or fifty (50) feet total.

(d) Roof Materials: The exterior surfaces of the roofs of all house shall be composite roofing or a material of similar quality. Metal roofs may be allowed by the Architectural Review Committee.

(e) Exterior Siding Materials: The exterior surfaces, excepting roofs, windows and doors, of all houses shall be of a board and bat design with wood, cement board or similar product, Hardiplank or brick.

(f) Garages: Each home will have a minimum two car garage.

(g) Encroachment: Each parcel is to pave the encroachment area between the edge of the street to the front property line to a width of not less than twenty-four (24) feet. Said paving to be done at the time a building is completed.

(h) Minimum Area of Houses: The ground floor area of any one-story house, excluding open porches, decks and garage, shall not be less than 1,525 square feet. The ground floor area of any two-story house, excluding open porches, decks and garages shall not be less than 1,200 square feet and the total floor area shall not be less than 2,000 square feet.

(i) Fences and Walls: No barbed wire fence or chain link fence shall be allowed. Building on the current definition of front, back, and side yards, owners may either leave their front and side yard unfenced or, if they wish to fence it, must use white three-rail fencing.

If a white three-rail fencing is installed, it must substantially resemble the precedent set by the homes in Phase 1. For example, the distance between posts shall be no less than 8 feet and no greater than 10 feet; the top rail shall not be set any

more than 5 feet above grade, the bottom rail shall be set between 18 and 24 inches above grade, and the spacing between the 3 rails shall be even.

Owners may either leave their back yard unfenced or, if they wish to fence it, must use privacy fencing with the following characteristics:

Not more than 7 feet tall

Wood or vinyl materials

A board pattern that is similar on both sides

Owners of lots 25 through 32 (i.e., the ones adjacent to the common area) may install no more than one gate that opens to the common area, provided its width does not exceed 4 feet.

Owners of lots 25, 26, 29, and 30 may not install a gate that opens to the access road connecting the common area with the rest of the community.

(j) Exterior Colors: All exterior colors are to be selected by color palette provided by the Architectural Review Committee.

(k) Accents: Allowed exterior accents include Hardieshingle, belly bands, and knee braces.

(l) Roof Pitch: Minimum of 4:12, regardless of whether the structure is the primary residence, shed, casitas, shop, or outbuilding.

(m) Dormers: Either shed or gabled dormers are permitted. Other types (eyebrow, hipped, etc.) may be permitted by the Architectural Review Committee.

(n) Square Footage of Dwelling: A minimum of 1,525 square feet. The maximum square footage will be set by the RFD's code on fire suppression systems.

(o) Shops and Out Buildings: Excluding the primary residence and a customary pump house for a well on the property, no more than two additional sheds, outbuildings, or shops may be built on any one lot.

4.5 The owners of each lot shall be responsible for any and all damage to streets and utilities adjoining their lots during construction. No structure shall be occupied until all damage is repaired. Builders and owners shall keep streets clean and free from mud and debris at all times. Failure to do so will allow the Homeowners Association to halt construction.

**ARTICLE V.
USE AND MAINTENANCE OF PROPERTY**

5.1 All lots subject to the CC&Rs 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 the Subdivision, except for temporary sales offices or model homes.

5.2 Each lot owner in the Subdivision shall be responsible for the exterior maintenance, repair and landscaping of their property. A minimum of 500 square feet of landscape area in the front and side yard shall be subject to design approval by the Architectural Review Committee and shall be maintained. Maintenance is to be done in accordance with usual community standards for single family residential subdivisions in the area. No owner shall permit the growth of noxious or annoying weeds on their property.

5.3 No boat, motorcycle, motor home, mobile home, camper, trailer, or recreational vehicle shall be kept in open, public view in the Subdivision. One camper, RV or trailer may be parked outside on a lot, but shall be parked a minimum of 50 feet from any adjacent street. All other vehicles must be stored in a garage or carport in the side or back yard, not extending in front of the house, and screened from the public and the neighbor's view.

5.4 Easements as shown on the Subdivision plat shall be preserved by the respective lot owners. Site improvements shall be placed so as not to interfere with the maintenance of any easement. The owner of any lots which has an easement shall maintain the easement area at his expense, except for improvements for which a public authority or utility is responsible.

5.5 No disabled or dismantled vehicle shall be kept on any street or lot in public view for more than fourteen (14) days.

5.6 The only animals permitted are dogs, cats, rabbits, and chickens (no roosters). There are no limitations on indoor, caged animals such as birds, fish, reptiles and the like, provided they are not part of breeding operations. All outdoor animals shall be kept within the confines of the owner's property and shall be supervised by the owner if taken off the property. All structures for animals shall be in the rear of the property.

5.7 All refuse shall be kept in sanitary containers and screened from public view and shall not be dumped in the Subdivision.

5.8 No trailer, mobile home, van, bus, camper, truck, tent, garage, barn shack or storage structure located in the Subdivision shall be used as a residence, either permanently or temporarily.

5.9 No roof mounted antennas of any kind shall be erected on any dwelling or building. Any satellite dish must be screened from public view.

5.10 No sign of any kind shall be posted on any lot except for one sign advertising the property for sale or rent.

5.11 No lot shall be improved in such a manner that it would interfere with the sunlight for solar equipment on an adjacent dwelling.

5.12 All outbuildings and storage sheds shall be constructed of the same exterior materials as the main dwelling.

5.13 No hunting or target shooting shall be permitted on any parcel.

5.14 Manufactured homes shall not be allowed on any lot in the subdivision.

5.15 An in home occupation business is permitted but no commercial vehicles larger than a pickup truck or van shall be parked overnight except during home construction.

5.16 There shall not be any parking on the streets in the subdivision.

5.17 The noise standards of the City of Redmond effective as of October 1, 2016 shall apply. Noise in violation of those standards shall not be permitted.

5.18 For every 25 feet of street frontage on each lot, a tree shall be planted on the lot. The types of trees shall be approved by the ARC.

5.19 Vacant Lots: Vacant lots must be maintained in a reasonable, presentable condition. The developer or his designated representative shall have the right at all times to enter upon any lot or building site or parcel of said property that is vacant and unplanted or untenanted by the owner thereof, after having given notice to the owner thereof. The owner has thirty (30) days in which to remedy the violation, unless it is essential for the health and safety of the development that the land be brought into compliance within a shorter period of time. The Homeowners Association may remove debris, weeds or other waste material and plant or replant, trim, cut back, remove, replace, cultivate, and/or maintain hedges, trees, shrubs, plants or lawns and charge the expense thereof to said owner. Such charges must be paid within thirty (30) days from notice of the amount. Notice under this provision shall be sufficient if mailed to the last address of owner supplied to the developer or his designated representative.

5.20 Maintenance and Care: It shall be the duty of the property owner or occupant of any lot or building site to improve and maintain in proper condition the areas between the property lines of said building site and the nearest curb or improved street.

ARTICLE VI. ASSESSMENTS

6.1 **Purpose of Assessment.** The assessments provided for herein shall be used for the

general purpose of promoting the health, safety, welfare, common benefit and enjoyment of the Owners and occupants of Lots, including the maintenance of the common property, the appurtenances thereto, and the access easement to Xavier Avenue, all as may be more specifically authorized from time to time by the Board of Directors.

6.2 Creation of Assessments. Each Owner of any Lot, by acceptance of this Declaration or a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association; (a) annual assessments or charges and (b) special assessments, such assessments to be established and collected as hereinafter provided. All such assessments, together with late charges, interest, at the rate of 9% per annum, costs and reasonable attorney's fees actually incurred, shall be charged on the land and shall be a continuing lien upon the Lot against which each assessment is made.

6.3 Computation of Assessment. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each Member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Owners. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

6.4 Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments in any calendar year. So long as the total amount of special assessments allocable to each Lot does not exceed \$500 in any one fiscal year, the Board may impose the special assessment. Any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation shall be effective only if approved by a majority of the Members. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

6.5 Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest at 9% per annum, costs and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage or on any mortgage to Declarant duly recorded in the land records of Deschutes County, Oregon, and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such

instrument.

All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

6.6 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any Member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, at 9% per annum, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the Lot. No Owner may waive or otherwise except liability for the assessments provided for herein, including, by way of limitation, but not limitation, abandonment of the Lot.

All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due.

6.7 Reserve Account and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessments, as provided in Section 5.3 of this Article. A copy of the reserve account budget shall be distributed to each Member in the same manner as the operating budget.

6.8 Subordination of the Lien to First Deeds of Trust and First Mortgages. The lien of the assessments, including interest, late charges, costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first mortgage 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 lien rights for any assessments thereafter becoming due. Where the mortgagee of a first mortgage of record or other purchaser of a Lot obtains title, his or her successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all the Lots, including such acquirer, his or her successors and assigns.

6.9 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Units then existing and subject to assessment under the Declaration on the first day of the month following the conveyance of the first Lot by the Declarant to a Class A member and shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. The date any Lot becomes subject to assessment hereunder shall be the date on which the later of the following occurs:

(a) The Lot becomes subject to the Declaration; or

(b) The appropriate official of Deschutes County, Oregon issues a certificate of occupancy or its equivalent stating that the construction on the Lot is substantially complete and available for occupancy.

ARTICLE VII GENERAL PROVISIONS OF THE CC&R'S

7.1 A time limit is hereby imposed on length of time required for construction of a residential structure. A period of time not to exceed one (1) year is allowed from start to completion of a structure.

7.2 Sewage disposal systems, septic tanks and domestic water wells shall be in accordance to specifications set out by local and state governing agencies. Septic systems shall be located where specified by the Architectural Review Committee. Water source to be set back from septic system and cased to a depth specified by same.

7.3 These CC&R's shall run with and burden each of the Subdivision lots to the benefit of any party who holds any right, title or interest in any lot.

7.4 (a) Unless extended, revised or repealed, these CC&R's shall expire after thirty

(30) years.

(b) These CC&R's may be extended by recording, within one hundred and eighty (180) days of the expiration date, a written instrument, signed by 66% or more of the Subdivision lot owners, which states their intention to extend the CC&R's life. Any extension must be for a minimum of two (2) years and a maximum of ten (10) years. The same procedure shall apply for successive extensions.

7.5 It is the responsibility of the lot owners to comply with additional restrictions as may be found on the recorded plat or subsequent plats of the Glenn Meadow Subdivision.

Declarant, Johnson Family Trust

By: Brian LeLaCheur
Brian LeLaCheur, Trustee

STATE OF OREGON)
) ss.
County of Deschutes)

On this 10 day of November, 2016 before me personally appeared BRIAN LeLaCHEUR and acknowledged to me that he executed this Declaration of Covenants, Conditions and Restrictions for Glenn Meadow Subdivision freely and voluntarily.

Patricia Jane Roberts
Notary Public for Oregon



EXHIBIT A

Lots 4 through 12, 25, 29 through 32 and Lot 34 of Glenn Meadow, Phase II Subdivision, Recorded November 9, 2016 in Cabinet I Page 285, Deschutes County Oregon.