

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2003-21926



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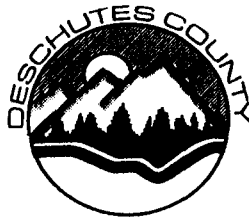
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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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Return to: Wm Moore, PO Box 1384, Sisters, OR, 97759

2003 AMENDED PROTECTIVE COVENANTS AND CONDITIONS

Sage Meadow Subdivision Deschutes County, Oregon

The Declarant is Sage Meadow Homeowners' Association, representing the lot owners of Sage Meadow Subdivision, Deschutes County, Oregon.

ARTICLE I

Restrictions On Use of Property

Section 1. "Owner" means the record owner of any lot within Sage Meadow Subdivision or a contract purchaser if the seller retains legal title merely to secure performance of the contract.

Section 2. The following restrictions on the use shall apply to each lot in Sage Meadow Subdivision (hereinafter referred to as the "Subdivision"):

- a. Each lot shall be used exclusively for residential purposes.
- b. Not more than one single family dwelling with attached garage shall be constructed or placed on any lot in the Subdivision. One separate supplemental building is permitted, but must conform to the same standards as the main structure on the property and complement existing architecture.
- c. No mobile home, recreational vehicle, trailer, modular home or manufactured home as the same is described in Definitions of Title 18 of Deschutes County Code dated 03/29/1995, or any successor of such ordinance, shall be allowed or permitted as a permanent residence on any of the real property. Only a travel trailer, motor home or camper may be used as a temporary residence during the allowed eighteen (18) month construction period.
- d. No lot in the Subdivision may be divided.
- e. No commercial, professional, noxious or offensive trade or activity which constitutes an annoyance or nuisance shall be carried on upon any lot in the Subdivision.
- f. With prior approval from the Architectural Committee, the cutting and removal of living trees will be permitted where necessary for the construction of buildings, beautification of the property and reduction of fire risk. Dead or dying trees and brush, dead or dying limbs and branches closer than six (6) feet to a building or the ground, and accumulated forest debris are to be periodically removed to reduce the risk of fire. The burning of debris and open fires without a fire permit shall be prohibited.
- g. All garbage, trash, refuse containers, fuel tanks, recreational equipment, trailers and inoperable vehicles shall be screened from the view of neighboring lots. Maximum permitted height of screens used for concealing such materials and equipment is the height of

Originally recorded 27 Oct 1977, Vol 260 p 817 ff, Deschutes Co. deed records.

First amendment recorded 13 Jan 1978, Vol 265, p946ff, Deschutes Co. deed records.

Second amendment recorded 21 Feb 1978, Vol 268, p21ff, Deschutes Co. deed records.

Third amendment recorded 20 Oct 1985, 0112 0937, 85-28515, Deschutes Co. deed records.

Fourth amendment recorded 18 Jun 1997, 97-21164, pp451-2681 - 451-2693, Deschutes Co. deed records.

February 19, 2003

the house eaves at the lowest point. Any equipment not 85% concealed by a screen of such height is not allowed to be kept on the property.

Rubbish and garbage must be kept in suitable containers and removed from the premises. No rubbish may be buried on the premises or in any area within the Subdivision.

- h. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair and in such fashion as not to increase the risk of fire. The roofs of all buildings shall be kept clear of needles, leaves and other flammable materials.
- i. No more than two signs will be permitted for each lot. One sign shall be limited to the owner's name or name of the residence. The dimensions of the sign shall be the minimum required to present the text in letters not exceeding six (6) inches in height. The second sign shall be limited to a fire number/address sign. The size, color and text of the second sign shall be determined by the current requirements of the local fire department. The fire number/address sign is required for all developed lots.
- j. All stoves, heating systems, liquid gas systems and electrical wiring shall be so installed and maintained as to minimize the danger of uncontrolled fire and shall comply with the building and electrical codes of the National Board of Fire Underwriters.
- k. Dogs shall not be permitted to run at large. At no time shall dogs be permitted to interfere with other residents, wildlife or with the operation of the adjacent ranch.
- l. The shooting of firearms within the Subdivision is prohibited.
- m. Licensed motorcycles, trail bikes, and all forms of off-road vehicles shall be used only for transportation on duly established roads in the Subdivision. All such vehicles shall be muffled pursuant to exhaust noise standards contained in OAR 340-24-337 and shall be operated only by licensed drivers.

ARTICLE II

Homeowners' Association

Section 1. There shall be established a homeowners' association for the Subdivision to be named The Sage Meadow Homeowners' Association (hereinafter referred to as the "Association").

Section 2. Each owner of property in the Subdivision shall, upon becoming an owner, be a member of the Association. Each lot in the Subdivision shall be included in the Association and may not be withdrawn.

Section 3. Each lot in the Subdivision shall be subject to all liens and assessments levied by the Association in accordance with its bylaws. Each owner shall be personally liable for all assessments levied by the Association for as long as he shall own land in the Subdivision. If an owner sells his land, he shall no longer be personally liable for any unpaid assessment, but the land shall remain subject to the lien of the unpaid assessment.

ARTICLE III
Architectural Committee

Section 1. There shall be an Architectural Committee composed of five members; three shall be active and two shall be alternates. Alternates will serve when an Active member resigns or is unavailable for the review of plans. All members of the committee shall be appointed by the Board of Directors.

Section 2. The Architectural Committee shall have the following scope of authority:

- a. The Architectural Committee shall supervise and control the architectural design, ornamentation, location and aesthetics of structures upon lots in the Subdivision to ensure compliance with the standards set forth herein.
- b. The Architectural Committee may establish additional rules, regulations and guidelines beyond those listed herein, but such additional rules, regulations and guidelines must conform to the spirit and intent established by these standards. Before such rules, regulations and guidelines are adopted or amended, they must be approved by a two-thirds vote of the entire Board of Directors, and, thereupon, made available to owners in the Subdivision.
- c. The Architectural Committee decisions are subject to appeal to the Board of Directors as provided in the Bylaws. The appeal procedure ensures that ultimate responsibility for and authority over all Architectural Committee decisions rest with the Board of Directors who, by a two-thirds vote of the entire Board, may confirm, modify or reverse any decision thus appealed.

Section 3. All persons who propose to erect or alter any building, structure, wall, fence or other improvement on any lot shall submit written plans, drawings and specifications to the Architectural Committee for approval or disapproval at least thirty days prior to the proposed action. The Architectural Committee shall be deemed to have approved the proposal if it takes no action on the proposal within thirty days after submission.

Section 4. The Architectural Committee, in deciding whether or not to approve a proposal, shall apply the following standards:

- a. Simplicity, good proportions and an appearance of naturalness to the ranch setting are desired in the completed structure.
- b. Impact of building design, height and location on obstructing the view of other lot owners.
- c. Landscaping of lots shall, to the extent possible, preserve the natural environment. The use of painted or whitewashed rocks or trees or other type of decoration foreign to the natural environment is prohibited.
- d. Wood rail boundary fences are preferred. No picket, wire, solid or view-obstructing fences may be used as a boundary fence.
- e. All water sources, such as wells, reservoirs and springs shall be protected from contamination. Septic tanks, sewers and subsurface pits shall be located, constructed and operated in accordance with local, state and federal public health service standards. Toilets shall consist of patent flush-type connected to an adequate septic tank or cesspool which shall meet state and county construction and sanitary standards.
- f. The height of buildings on any lot shall be limited as provided in Exhibit A attached hereto and by this reference made a part hereof.
- g. All improved driveways shall be composed of cinders, gravel, asphalt or pavers.

- h. All structures must be suitable for year-round use and must be placed upon permanent foundations consisting of concrete, brick, pumice blocks or stone masonry in accordance with state and county building codes.
- i. All roof systems must comply with the following:
 - (1) The Uniform Building Code for the State of Oregon and UL Class A rating for fire resistance.
 - (2) Be of such type to complement body and trim colors and the natural colors of the area so as to blend with the natural landscape.
 - (3) Have surface characteristics that minimize glare and reflection.
 - (4) In the event that fiberglass shingles are used, they must, in addition to complying with items (1), (2) and (3) above, have a minimum weight of two hundred sixty (260) pounds per one hundred square feet (square). They must also carry a warranty of at least twenty-five (25) years and be of architectural quality in appearance and construction.
- j. Exterior siding of all structures is to be solid wood, solid-appearing wood, and/or natural stone materials. The finished colors for the body and trim shall complement natural colors of the area so as to blend with the natural landscape. Metal, vinyl, and plywood siding are not allowed.
- k. Spark arresters are to be installed in all chimneys.
- l. All buildings, including garages and decks, shall be constructed within the setback line shown on the plat and as further defined in Exhibit A attached hereto and by this reference made a part hereof. In the event of any conflict between the setback line shown on the plat and specifications provided in Exhibit A, Exhibit A shall control.
- m. Approval of plans by the Architectural Committee does not assure or warrant that plans will also be approved by local governmental entities. All buildings must conform to all laws and regulations of the State of Oregon, Deschutes County, and the applicable municipality relating to zoning, fire protection, building construction, water, sanitation and public health.

ARTICLE IV **Variances**

The Architectural Committee may approve variances to its design rules and to the requirements of Article III, Section 4. of these covenants when a lot owner establishes, to the satisfaction of the Architectural Committee, that approval of the variance will result in development of the site that has no greater impact on adjoining properties than development that complies with the rule being varied, and provided further that the proposed variance must also be affirmed by a two-thirds vote of the entire Board of Directors at a regular or special meeting.

ARTICLE V **General Provisions**

Section 1. Except in the case of design review and approval decisions issued by the Architectural Committee, the Sage Meadow Homeowners' Association, its Board of Directors or any Owner shall have the right to enforce, by any proceeding at law or in equity, all provisions of these Protective Covenants and Conditions (Declaration) and any amendments to them, including any liens created pursuant hereto. This right specifically includes the right to seek injunctive relief for the prevention of a violation of any portion of these Protective Covenants and Conditions.

Section 2. Notwithstanding Section 1. above, the sole and exclusive procedure and remedy for any challenge to a design approval decision of the Architectural Committee shall be as provided in the Bylaws and this Section 2.

- a. Any lot owner, including an applicant who is dissatisfied with a design review and approval decision of the Architectural Committee, may appeal that decision to the Board of Directors as provided in the Bylaws of Sage Meadow Homeowners' Association. An appeal request shall be in writing and served on the Board of Directors by certified mail within fifteen (15) days after notice of a design review decision of the Architectural Committee is issued.
- b. The Board of Directors shall review and respond to the appeal of a final decision by the Architectural Committee within thirty (30) days of the receipt of the appeal notice. The Board may affirm, revise or reject the decision of the Architectural Committee. The decision of the Board shall be final and conclusive, unless all parties to the appeal agree to an extension of time. Such final decision by the Board shall be served on all parties to the appeal.
- c. Any judicial action or proceeding brought to challenge a final decision of the Board of Directors shall be commenced within thirty (30) days after issuance of the Board's final decision. Such action or proceeding shall be brought against Sage Meadow Homeowners' Association and shall be the sole and exclusive judicial remedy available to any party. No such action shall be commenced by any party who has not first exhausted the appeal procedure set forth in the Protective Covenants and Conditions, Bylaws, and Architectural Guidelines.
- d. All decisions of the Board of Directors concerning construction, interpretation or application of any design criteria or standard contained in these Protective Covenants and Conditions shall be binding and conclusive on the parties, and shall be within the sole discretion of the Board.

Section 3. No party, including the Sage Meadow Homeowners' Association, its Board of Directors and its Architectural Committee shall have a duty to enforce any provision of these Protective Covenants and Conditions. No party, including those mentioned above, shall have any personal liability for acting or failing to act to enforce any provision of these Protective Covenants and Conditions. This limitation of personal liability shall not limit the right of a party to enforce any provision of these Protective Covenants and Conditions or to recover any damages which may be suffered as a result of a violation of any provisions of these Protective Covenants and Conditions.

Section 4. Should suit or action be commenced to enforce any provision of these Protective Covenants and Conditions, the prevailing party shall be entitled to recover from the other party such reasonable attorney fees, costs and disbursements as are fixed by the courts in which said suit or action, including any appeal from decisions rendered therein, is tried or heard.

Section 5. These Protective Covenants and Conditions shall run with and bind the land. They shall inure to the benefit of and be enforceable by the Association or any owner, his representatives, heirs, successors and assigns for a term of twenty-one years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten years.

Section 6. Any of these covenants and conditions may be amended upon an affirmative vote by the owners of at least seventy-five percent of the property in the Subdivision. All such amendments shall be recorded in the deed records of Deschutes County, Oregon.

Section 7. Each lot in Sage Meadow Subdivision shall be subject to assessment by the Association Board, for its pro-rata share of the necessary costs and expenses incurred for maintenance and improvement of the Association's property, including but not limited to common property and roadways, as well as for administrative and legal expenses. Each lot shall be subject to a lien in favor of the Association for the collection of these expenses. This lien shall be of the same kind and may be enforced in the same manner as allowed for developments governed by the Oregon Planned Community Act, as set forth in the 2001 version of ORS 94.550 - 94.783, or successor provisions.

Section 8. Invalidation of any one of these covenants or conditions by judgment or court order shall not affect any other provision, which shall remain in full force and effect

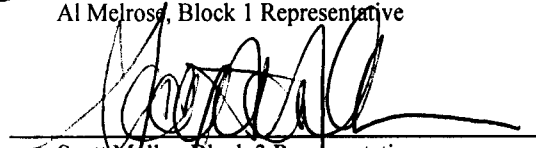
Section 9. These Amended Protective Covenants and Conditions may be approved and signed in duplicate counterpart by the owners eligible to vote.

Section 10. The Secretary of Sage Meadow Homeowners' Association shall record in the official records of Deschutes County, Oregon, a verified certification of any amendments of these Protective Covenants and Conditions, together with such amendment(s). The certification shall state that the amendment(s) were approved by signature on the amending instrument, or by affirmative, written vote, of the owners of at least seventy-five percent of the property in the Subdivision pursuant to Section 6. of this Article.

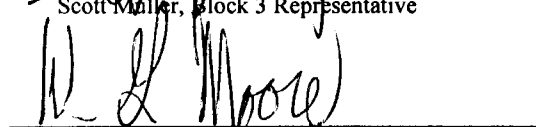
IN WITNESS OF THESE SIGNATURES, the Board of Directors of Sage Meadow Homeowners' Association, having, this 19th day of February 2003, unanimously approved these amended Protective Covenants and Conditions, hereby refers said document to each member for their consideration and vote.



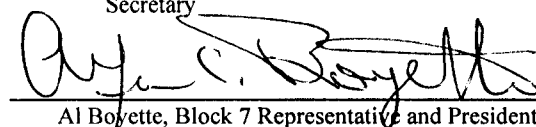
Al Melrose, Block 1 Representative



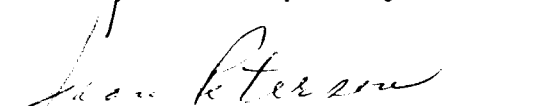
Scott Miller, Block 3 Representative



William G. Moore, Block 5 Representative and Secretary



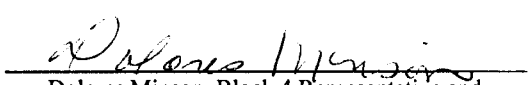
Al Boyette, Block 7 Representative and President



Joan Peterson, Block 9 Representative



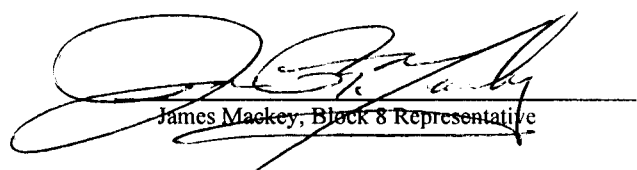
Felix Hammack, Block 2 Representative



Dolores Minson, Block 4 Representative and Treasurer



Ken Ehlers, Block 6 Representative



James Mackey, Block 8 Representative

EXHIBIT A

Required Setback Boundaries (as recorded on Sage Meadow Plat Map) and Structure Elevation Limits

Key of Symbols

Structure Elevation Limits (abbrev. - S. E. L.)

- S = Single level structures: Maximum 16 ft. from highest point of natural ground elevation.
- TL = Two level structures: Maximum 28 ft. from highest point of natural ground elevation.
- TLL = Two level limited structures: Maximum 24 ft. from highest point of natural ground elevation.

Required Setback (abbrev. - R. S.) Listed in feet at a 90° angle from each property line (p. l.) constituting the stated lot.

- Street = Property line parallel with the street. Driveway to be located within this boundary unless otherwise abbreviated on the Plat Map as O. W.
- Rear = Property line opposite the front or street p. l.; considered the rear p. l.; that is not the left or right p. l. This boundary will in most cases border Forest Service land (F. S.) or meadow property (M. P.) and occasionally will share the p. l. with an adjoining lot or a common area (C. A.).
- Left = Left property line as one stands facing the rear p. l.
- Right = Right property line as one stands facing the rear p. l.

EXCEPTION to this format exists in the event of a triangular shaped lot. In these cases setback requirements are listed for only the street, left and right property lines. The symbol for a triangle will appear in the column designated "Rear R. S."

C. A. = Common Area
 M. P. = Meadow Property
 F. S. = Forest Service
 ▲ = Triangular Shaped Lot

Block	Lot	S. E. L.	Street R. S.	Rear R. S.	Left R. S.	Right R. S.
1	1	S	50' from Lundy Rd	40'	40'	50'
1	2	TLL	50'	40'	40'	50'
1	3	TL	50'	40'	40'	50'
1	4	TL	50'	30'	40'	50'
1	5	TL	50'	40'	25' from F. S.	35'
1	6	S	50' from Old Corral Loop	35' from C. A.	40' from Old Wagon Rd.	35'
1	7	TLL	50'	35'	40'	35'
1	8	TL	50'	35'	35'	35'
1	9	TL	50'	35'	35'	35'
1	10	TL	50'	25'	30'	30'
1	11	TL	50'	25'	30'	30'
1	12	TL	50'	25'	30'	30'
1	13	TL	50' from Old Corral Loop	25'	25'	25'
1	14	TL	35'	▲	30'	25' from F. S.
2	1	S	35' from Old Corral Loop	25'	25' from C. A.	50' from Old Wagon Rd.
2	2	TLL	50'	25'	50'	35'
2	3	S	50' from Old Corral Loop	50'	50' from Old Wagon Rd.	25' from C. A.
2	4	TL	35'	▲	30' from C. A.	30'
2	5	TL	35'	▲	30'	30' from C. A.
3	1	S	25'	75'	50'	50'
3	2	S	25'	75'	50'	50'
3	3	S	25'	75'	35'	25'

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Block	Lot	S. E. L.	Street R. S.	Rear R. S.	Left R. S.	Right R. S.
3	4	S	25'	75'	30'	30'
3	5	S	25'	75'	30'	30'
3	6	S	25'	75'	30'	30'
3	7	S	35'	75'	35'	35'
3	8	S	35'	75'	35'	35'
3	9	S	35'	75'	35'	35'
3	10	S	35'	75'	35'	35'
3	11	S	35'	75'	35'	35'
3	12	S	35'	75'	35'	35'
3	13	S	35'	75'	25'	20'
3	14	TL	50' from West Meadow Parkway	90'	30'	30' from Old Wagon Rd.
3	15	TL	50'	90'	30'	35'
3	16	TL	50'	90'	30'	35'
3	17	TL	50'	95'	30'	35'
3	18	TL	50'	100'	30'	35'
3	19	S	35'	100'	80'	35'
3	20	S	35'	80'	150'	20'
3	21	S	50'	50'	50'	100'
3	22	S	80'	25'	100'	50'
4	1	TL	35'	25' from F. S.	100'	30'
4	2	TL	50'	25'	30'	30'
4	3	TL	50'	25' from F. S.	30'	200'
4	4	TL	40'	40'	25' from F. S.	25' from C. A.

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Block	Lot	S. E. L.	Street R. S.	Rear R. S.	Left R. S.	Right R. S.
4	5	TL	40' from Old Wagon Rd.	40'	25' from C. A.	50' from West Meadow Pkwy
4	6	TL	40' from Piñon Jay Lane	30'	50' from West Meadow Pkwy	25' from C. A.
4	7	TL	30' from C. A.	25' from F. S.	30'	30'
4	8	TL	30' from C. A.	25' from F. S.	30'	30'
4	9	TL	30' from Piñon Jay Lane	30' from C. A.	30' from C. A.	50' from West Meadow Pkwy
4	10	TL	60'	25' from F. S.	30'	30'
4	11	TL	35'	▲	30'	25' from West Meadow Pkwy
5	1	TLL	50'	30'	35'	100'
5	2	TLL	50'	40'	35'	35'
5	3	TLL	50'	50'	35'	35'
5	4	S	50'	100'	30'	25'
5	5	TLL	50'	80'	25'	25'
5	6	S	50'	110'	30'	30'
5	7	TLL	50'	100'	30'	30'
5	8	TL	50'	60'	30'	30'
5	9	TL	50'	50'	30'	30'
5	10	TL	50'	35'	30'	30'
5	11	TL	30'	35' from M. P.	30' from C. A.	50'
5	12	TL	50'	40' from C. A.	30'	30'
5	13	TL	50' from West Meadow Pkwy	35'	35' from Nuthatch Lane	25'
5	14	TL	50'	25' from M. P.	35'	30' from C. A.

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Block	Lot	S. E. L.	Street R. S.	Rear R. S.	Left R. S.	Right R. S.
5	15	TL	50'	20' from M. P.	25' from C. A.	30'
5	16	TL	30' from Nuthatch Lane	60' from C. A.	60' from West Meadow Pkwy	30'
5	17	TL	225'	20'	25'	20' from C. A.
6	1	TL	50'	▲	25' from F. S.	30'
6	2	TL	50'	25'	30'	30'
6	3	TL	50'	25'	30'	30'
6	4	TL	50'	25'	30'	30'
6	5	TL	50'	25'	30'	30'
6	6	TL	50'	25'	30'	25'
7	1	TL	50' from West Meadow Pkwy	25' from C. A.	25' from C. A.	50' from West Meadow Lane
7	2	TL	50' from West Meadow Pkwy	25' from C. A.	30'	50' from West Meadow Pkwy
7	3	TL	50' from West Meadow Lane	▲	25' from C. A.	30'
8	1	S	30'	▲	30'	25' from F. S.
8	2	TLL	50'	75'	35'	40'
8	3	TLL	50'	75'	40'	30'
8	4	TLL	50'	30' from C. A.	30'	100' from M. P.
8	5	TL	50' from West Meadow Lane	30' from C. A.	50' from West Meadow Pkwy	50'
8	6	TL	200'	75'	40'	35' from C. A.
8	7	TL	50'	50'	30' from C. A.	30'
8	8	TL	30' from Blue Jay Way	30' from C. A.	50' from C. A.	75' from West Meadow Pkwy
8	9	TLL	50'	50' from M. P.	50'	50'

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Block	Lot	S. E. L.	Street R. S.	Rear R. S.	Left R. S.	Right R. S.
8	10	TLL	50' from C. A.	80' from M. P.	40'	40'
8	11	TL	50' from Blue Jay Way	25' from C. A.	50' from West Meadow Pkwy	30' from C. A.
8	12	TLL	50'	40'	30'	50' from C. A.
8	13	TLL	25'	75' from M. P.	100'	25'
8	14	TLL	40'	100'	30'	60'
8	15	TLL	35'	60'	40'	40'
8	16	TLL	35'	40'	30'	40'
9	1	TL	50'	25' from C. A.	25' from F. S.	30'
9	2	TL	50' from West Pine Lane	25' from C. A.	30'	50' from West Meadow Pkwy
9	3	TL	40' from Magpie Ln	25' from C. A.	50'	30'
9	4	TL	40'	25' from F. S.	25' from C. A.	30'
9	5	TL	40'	25' from F. S.	30'	25' from C. A.
9	6	TL	40' from Magpie Ln	25' from C. A.	30'	50' from West Meadow Pkwy
9	7	TL	50'	25'	25'	30'
9	8	TL	50'	25'	30'	30'
9	9	TL	50'	25'	30'	30'
9	10	TL	50'	25'	30'	30'
9	11	TL	50'	25'	30'	30'
9	12	TL	50'	▲	30'	25' from F. S.