

10910

PROTECTIVE COVENANTS AND CONDITIONS
FOR SAGE MEADOWS SUBDIVISION
DESCHUTES COUNTY, OREGON

ARTICLE IRestrictions 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 detached single family dwelling and one double garage or carport shall be constructed or placed on any lot in the subdivision.
- c. Except for periods of construction, travel trailers, motor homes and mobile homes shall not be kept on any lot in the subdivision. No travel trailer, motor home or mobile home, whether or not it shall be installed on a permanent or temporary foundation, may be occupied as a residence. The period of construction for a permanent dwelling shall not exceed 18 months.
- d. No lot in the subdivision may be divided.
- e. No commercial, professional, noxious or offensive trade or activity shall be carried on upon any lot in the subdivision. No activity shall be permitted which constitutes an annoyance or nuisance and no stand, store or other commercial establishment shall be constructed on any lot.
- f. The cutting or removal of living trees will be permitted only where necessary for the construction of buildings. In addition, thinning of trees of less than six inches DBH shall be permitted where necessary for the beautification of the property; thinning of trees of greater than 6 inches DBH may only be done with the prior approval of the architectural committee.
- g. All garbage, trash, cutting, refuse, garbage and refuse containers, fuel tanks, clotheslines and other service facility shall be screened from the view of neighboring lots. Rubbish and garbage must be kept in suitable containers and removed from the premises. No rubbish may be burned, dumped or 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 create a fire hazard.
- i. No more than one sign will be permitted for each lot. The text shall be limited to the owner's name or name of residence. The dimensions of the sign shall be the minimum required to present the text in letters not exceeding four inches in height.
- j. The roofs of all buildings shall be kept clear of needles, leaves and other flammable material. 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. The burning of debris and open fires without a fire permit shall be prohibited during the closed season.

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 ranch.

l. The shooting of firearms within the subdivision is prohibited.

m. 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 adequately muffled 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 three members. One member shall be selected by the Board of Directors of the Association and the other two members shall be appointed by IFM Associates, so long as IFM Associates owns more than 25% of the property in the subdivision. Thereafter, all three members of the committee shall be appointed by the Board of Directors of the Association.

Section 2. The architectural committee shall supervise and control the architectural design, ornamentation, location and aesthetics of structures upon lots in the subdivision to insure compliance with the standards set forth herein. No person shall

erect, remove or alter any building, structure, wall or other improvement on any lot in the subdivision without the prior written approval of the architectural committee.

Section 3. All persons who propose to erect, remove or alter any building, structure, wall, fence or other improvement on any lot shall submit written plans, drawings and specifications therefor to the architectural committee for approval or disapproval at least thirty days prior to the proposed action. The architectural committee shall approve or disapprove the proposal within thirty days; provided, however, that 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. A building design, height or location which obstructs the view of other lot owners will not be approved.
- 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, 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 driveways shall be composed of cinders, gravel or asphalt.

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. No composition or built up roofing shall be permitted.

j. Exteriors of buildings are to be finished with natural materials with a rustic appearance utilizing earth tone colors.

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 the specifications provided in Exhibit A, Exhibit A shall control.

m. 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.

n. In addition to any of the foregoing, the architectural committee may adopt additional standards. The committee shall make available for inspection to any owner the standards specified or such additional standards as have been adopted by the committee.

ARTICLE IV

General Provisions: Enforcement

Section 1. Every owner shall have the right to enforce the provisions of these protective covenants and conditions by any proceeding at law or in equity. Failure by any owner to enforce any covenant or condition contained herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. If any owner constructs or permits to be constructed on

his property any improvement or allows the condition of his property to violate any provisions of these covenants and conditions, any other owner may, after sixty days written notice to the offending owner of the violation, enter upon the offending property and remove the cause of such violation or alter, repair or change the item which is in violation. The reasonable cost of such action shall be charged against the offending owner's land.

Section 3. These protective covenants and conditions shall run with and bind the land. They shall inure to the benefit of and be enforceable by any owner, his representatives, heirs, successors and assigns for a term of twenty-five years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten years.

Section 4. Any of these covenants and conditions may be amended by an instrument signed 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 5. Each lot in Sage Meadow Subdivision shall be subject to its pro-rata share of the necessary costs and expenses incurred in the maintenance of roads. Each lot shall be subject to a lien in favor of the owners of all other lots for the collection of these expenses. This lien shall be of the same kind and may be enforced, so far as possible, as provided in the Oregon Unit Ownership Law, ORS Chapter 91.

Section 6. Invalidation of any one of these covenants or conditions by judgment or court order shall not effect any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the owners of all property in Sage Meadow subdivision, have executed these covenants and conditions this day of October, 1977.

MEH ASSOCIATES, a partnership

By Frederick Arpke
Frederick Arpke, Partner

By Remoh Arpke
Remoh Arpke, Partner

By Scott Durdan
Scott Durdan, Partner

By Lei Durdan
Lei Durdan, Partner

STATE OF OREGON)
County of Deschutes) ss.

Personally appeared the above-named FREDERICK ARPKE and
REMOM ARPKE and acknowledged the foregoing instrument to be
their voluntary act. Before me this 21 day of October, 1977.

[Signature]
Notary Public for Oregon
My Commission Expires: Nov. 23, 1979
[Notary Seal: EDWARD FURMAN, STATE OF OREGON]

STATE OF OREGON)
County of Deschutes)

Personally appeared the above-named SCOTT DURDAN and
LEI DURDAN and acknowledged the foregoing instrument to be
their voluntary act. Before me this 21 day of October, 1977.

[Signature]
Notary Public for Oregon
My Commission Expires: Nov. 23, 1979
[Notary Seal: EDWARD FURMAN, STATE OF OREGON]

EXHIBIT ARequired 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 24 ft. from highest point of natural elevation.

TLL = Two level limited structures: Maximum 28 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 D. 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. F.	Right R.S.
1	1	S	50' from Lundy Road	40'	40'	50'
	2	TLL	50'	40'	40'	50'
	3	TL	50'	40'	40'	50'
	4	TL	50'	30'	40'	50'
	5	TL	50'	40'	25' from F. S.	35'
	6	S	50' from Old Corral Loop	35' from C.A.	40' from Old Wagon Rd.	35'
	7	TLL	50'	35'	40'	35'
	8	TL	50'	35'	35'	35'
	9	TL	50'	35'	35'	35'
	10	TL	50'	25'	30'	30'
	11	TL	50'	25'	30'	30'
	12	TL	50'	25'	30'	30'
	13	TL	50' from Old Corral Loop	25'	25'	25'
	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	TLL	50'	25'	50'	35'
	3	S	50' from Old Corral Loop	50'	50' from Old Wagon Road	25' from C.A.
	4	TL	35'	△	30' from C.A.	30'
	5	TL	35'	△	30'	30' from C.A.
3	1	S	25'	75'	50'	50'
	2	S	25'	75'	50'	50'
	3	S	25'	75'	35'	25'
	4	S	25'	75'	30'	30'
	5	S	25'	75'	30'	30'

C.A. = Common Area
 H.P. = Meadow Property
 F.S. = Forest Service
 Δ = Triangular shaped lot

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

C.A. = Common Area
 M.P. = Meadow Property
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Block	Lot #	S. E. L.	Street R. S.	Rear R. S.	Left R. S.	Right R. S.
4 (cont.)	9	TL	30' from Pinion Jay Lane	30' from C. A.	30' from C. A.	50' from West Meadow Parkway
	10	TL	60'	25' from F. S.	30'	30'
	11	TL	35'	△	30'	25' from F.S.
5	1	TLL	50'	30'	35'	100'
	2	TLL	50'	40'	35'	35'
	3	TLL	50'	50'	35'	35'
	4	S	50'	100'	30'	25'
	5	TLL	50'	80'	25'	25'
	6	S	50'	110'	30'	30'
	7	TLL	50'	100'	30'	30'
	8	TL	50'	60'	30'	30'
	9	TL	50'	50'	30'	30'
	10	TL	50'	35'	30'	30'
	11	TL	30'	35' from M. P.	30' from C.A.	50'
	12	TL	50'	40' from E. A.	30'	30'
	13	TL	50' from West Meadow Parkway	35'	35' from Nut Hatch Lane	25'
	14	TL	50'	25' from M. P.	35'	30' from C.A.
	15	TL	50'	20' from M. P.	25' from C. A.	30'
	16	TL	30' from Nut Hatch Lane	60' from C. A.	60' from West Meadow Parkway	30'
	17	TL	225'	20'	25'	20' from C.A.
6	1	TL	50'	△	25' from F.S.	30'
	2	TL	50'	25'	30'	30'
	3	TL	50'	25'	30'	30'
	4	TL	50'	25'	30'	30'
	5	TL	50'	25'	30'	30'
	6	TL	50'	25'	30'	25'
7	1	TL	50' from West Meadow Parkway	25' from C. A.	25' from C. A.	50' from West Meadow Lane
	2	TL	50' from West Meadow Parkway	25' from C. A.	30'	50' from West Meadow Parkway
	3	TL	50' from West Meadow Lane	△	25' from C. A.	30'

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Block	Lot #	S.E.L.	Street R.S.	Rear R. S.	Left R. S.	Right R. S.
8	1	S	30'	△	20'	100' from M.P.
	2	TLL	50'	75'	35'	40'
	3	TLL	50'	75'	40'	30'
	4	TLL	50'	30' from C. A.	30'	100' from M.P.
	5	TL	50' from West Meadow Lane	30' from C. A.	50' from West Meadow Parkway	50'
	6	TL	200'	75'	40'	35' from C.A.
	7	TL	50'	50'	30' from C.A.	30'
	8	TL	30' from Blue Jay Way	30' from C. A.	50' from C. A.	75' from West Meadow Parkway
	9	TLL	50'	50' from M. P.	50'	50'
	10	TLL	50' from C. A.	80' from M. P.	40'	40'
	11	TL	50' from Blue Jay Way	25' from C. A.	50' from West Meadow Parkway	30' from C.A.
	12	TLL	50'	40'	30'	50' from C.A.
	13	TLL	25'	75' from M. P.	100'	25'
	14	TLL	40'	100'	30'	60'
	15	TLL	35'	60'	40'	40'
	16	TLL	35'	40'	30'	40'
9	1	TL	50'	25' from C. A.	25' from F.S.	30'
	2	TL	50' West Pine Lane	25' from C. A.	30'	50' from West Meadow Parkway
	3	TL	40' from Maggie Lane	25' from C. A.	50'	30'
	4	TL	40'	25' from F. S.	25' from C. A.	30'
	5	TL	40'	25' from F. S.	30'	25' from C.A.
	6	TL	40' from Maggie Lane	25' from C. A.	30'	50' from West Meadow Parkway
	7	TL	50'	25'	25'	30'
	8	TL	50'	25'	30'	30'
	9	TL	50'	25'	30'	30'
	10	TL	50'	25'	30'	30'
	11	TL	50'	25'	30'	30'
	12	TL	50'	△	30'	25' from F. S.

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Block	Lot #	S.E.L.	Street N.S.	West N.S.	Left N.S.
8	1	S	30'	△	30'
	2	T.L.	50'	75'	35'
	3	T.L.	50'	75'	40'
	4	T.L.	50'	30' from C.A.	30'
	5	T.L.	50' from West Meadow Lane	30' from C.A.	50' from West Meadow Parkway
	6	T.L.	300'	75'	40'
	7	T.L.	50'	50'	30' from C.A.
	8	T.L.	30' from Blue Jay Way	30' from C.A.	50' from West Meadow Parkway
	9	T.L.	50'	50' from M. P.	50'
	10	T.L.	50' from C.A.	80' from M. P.	40'
	11	T.L.	50' from Blue Jay Way	52' from C.A.	50' from West Meadow Parkway
	12	T.L.	50'	40'	30' from E.A.
	13	T.L.	52'	75' from M. P.	150'
	14	T.L.	40'	100'	30'
	15	T.L.	32'	60'	40'
	16	T.L.	32'	40'	30'

9	1	T.L.	50'	52' from C.A.	30'
	2	T.L.	50' West Pine Lane	52' from C.A.	30'
	3	T.L.	40' from Madrie Lane	52' from C.A.	30'
	4	T.L.	40'	52' from C.A.	30'
	5	T.L.	40'	52' from C.A.	30'
	6	T.L.	40' from Madrie Lane	52' from C.A.	30'
	7	T.L.	50'	52'	30'
	8	T.L.	50'	52'	30'
	9	T.L.	50'	52'	30'
	10	T.L.	50'	52'	30'
	11	T.L.	50'	52'	30'
	12	T.L.	50'	52'	30'

No. 10910
 STATE OF OREGON
 County of Deschutes
 I hereby certify that the within instrument of writing was received for Record on the 21 day of Oct, A.D., 1977 at 4:30 o'clock P.M., and Recorded in Book 260 on Pages 817 Record of Deeds
 Rosemary Patterson
 County Clerk.
 By Dorothy Johnson Deputy