

**VOL: 1999    PAGE: 25613**  
**RECORDED DOCUMENT**

**STATE OF OREGON**  
**COUNTY OF DESCHUTES**



\*1999-25613    \* Vol-Page

Printed: 05/24/1999 14:02:11

**DO NOT REMOVE THIS CERTIFICATE**

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received  
and duly recorded in Deschutes County records:

DATE AND TIME:        May. 24, 1999; 2:00 p.m.

RECEIPT NO:            6355

DOCUMENT TYPE:       Covenants,  
                                 Conditions & Restrictions

FEE PAID:               \$65.00

NUMBER OF PAGES:    12

A handwritten signature in black ink, reading "Mary Sue Penhollow". The signature is fluid and cursive.

**MARY SUE PENHOLLOW**  
**DESCHUTES COUNTY CLERK**

After Recording Return To:

Anderson Engineering & Surveying, Inc.

P.O. Box 419

Redmond, OR 97756

99-25613-1

## COVENANTS, CONDITIONS AND RESTRICTIONS OF SAWYER REACH

This Declaration, to be effective upon its recording in Deschutes County, Oregon is made and executed the 20th day of May 1999, by S/S.&H., Baker, Joint Venture, (hereinafter "Declarant").

Declarant is the owner of certain real property in Deschutes County, City of Bend, Oregon, which is more particularly described as Sawyer Reach, the plat of which has been recorded with the Deschutes County Recorder in Book 5P1999, Page 26 and incorporated herein by this reference.

Declarant proposes to create a subdivision to be known as Sawyer Reach (hereinafter "subdivision") and may include other contiguous real property hereafter owned by Declarant which is subjected to this Declaration of Covenants, Conditions and Restrictions of Sawyer Reach by a subsequent declaration recorded by Declarant for that purpose.

Declarant has deemed it desirable for the preservation of the value and desirability of the real property in the Subdivision to subject the real property in Sawyer Reach to the following Covenants, Conditions, Restrictions and Easements, including liens for assessments.

Now, therefore, the Declarant hereby declared that each parcel of real property in the Subdivision, as and when it is separately platted and declared to be a part of Sawyer Reach, shall thereafter be sold, conveyed, owned and occupied subject to the provisions of this declaration of Covenants, Conditions and Restrictions. Each person or entity, upon acceptance of a deed or land sale contract to purchase, covenants and agrees to comply with said provisions of this Declaration.

### ARTICLE 1.

#### DEFINITIONS

Section 1. "ACC" shall refer to the Architectural Control Committee as provided in Article IV hereof.

Section 2. "Articles" shall mean and refer to the Articles of Incorporation of Sawyer Reach Homeowners Association created by Declarant and filed with the Oregon Secretary of State, or other appropriate authority.

Section 3. "Association" shall mean and refer to Sawyer Reach Homeowners Association, a non-profit corporation, its successors and assigns.

Section 4. "Association Property" or "common area and facilities" shall mean the property, including any improvements thereon, generally referred to as the common area intended to be devoted to the common use and enjoyment of the members of the Association, as may be modified from time to time, which may include an entry facade, private roadways, storm water drainage and retention system, trails, picnic, playground and other recreational area, landscaping, wetlands, wetland buffer areas and any other improvements located or to be located within the common areas of the Sawyer Reach subdivision.

Section 5. "Board" and "Board of Directors" shall mean and refer to the Board of Directors of the Sawyer Reach Homeowners Association.

Section 6. "Bylaws" shall mean and refer to the Bylaws of the Association which are or shall be adopted and amended by the Board of Directors from time to time.

Section 7. "Declarant" means S/S. & H. Baker, Joint Venture and any successor or assign thereof specified as a successor Declarant in a written agreement between the parties.

Section 8. "Declaration" means this declaration and any amendments thereto.

Section 9. "Living Unit" means a building or a portion of a building located upon a Lot and intended for separate occupancy and ownership.

Section 10. "Lot" means a unit of land in the Property which is platted for the purpose of constructing thereon one Living Unit.

Section 11. "Occupant" means the occupant of a Living Unit.

Section 12. "Owner" means the legal owner or contract purchaser of any Lot or Living Unit which is part of the Property.

Section 13. "Plat" means the final map, diagram, drawing, replat or other writing containing the descriptions, locations and other information on the Lots in the subdivision.

Section 14. "Property" means each parcel of real property on which Declarant records a plat and declares all or portions thereof to be part of Sawyer Reach. "Property" also means all improvements and fixtures located on the Property.

## ARTICLE 2.

### NAME

The name by which the community is to be identified is "Sawyer Reach".

## ARTICLE 3

### GENERAL DEVELOPMENT PLAN

Section 1. "Phased Development", Declarant reserves the right to develop and plat the Subdivision in several phases. As each phase is developed, Declarant will record a plat of that phase, which plat will identify the number of Lots included in that phase. There is no limit on the number of phases that may be included in the Subdivision.

Section 2. "Sidewalks" Declarant shall construct a sidewalk along the street frontage of all lots in the location and to the specifications determined by the City of Bend or any other government agency having jurisdiction. The sidewalk shall be constructed prior to the issuance of an occupancy permit for a Living Unit constructed on the Lot. Thereafter, the Association shall maintain and repair the sidewalk.

Section 3. "Construction", Each Owner of a Lot shall have a maximum of six months from the date of purchase from the Declarant to commence construction of a Living Unit.

Section 4. "Common Area Usage". Every owner shall have a right of enjoyment in and to the common areas, facilities and improvements, subject to the following provisions;

- 4.1 The right of the Association to charge reasonable assessments for the maintenance and operation, including snow removal, of common areas and facilities situated within the Subdivision;
- 4.2 The right of the Association to suspend the voting rights and the right to use of any common facilities by an Owner for any period during which any dues or assessments against his Lot remain unpaid after the thirty (30) day grace period; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

- 4.3 The right of the Association to dedicate or transfer all or any part of the common area and/or facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by members or required by law.

#### ARTICLE 4

#### ARCHITECTURAL CONTROL

Section 1. "Architectural Committee" The Declarant shall appoint an Architectural Committee initially consisting of up to three members. The Architectural Committee shall have the authority and duty to regulate the external design, appearance, location and maintenance of any and all improvements on the Property and any landscaping thereon in accordance with the provisions of this Declaration. Upon completion of the last Living Unit within the Subdivision, the Declarant shall turn control of the Architectural Committee over to the residents of Sawyer Reach and they shall appoint five members from within the Subdivision.

Initially, when Architectural control is turned over to the residents of the Subdivision, three members will serve a two year terms and two members will serve a one year term. Thereafter, all appointed members from the Subdivision will serve a two year term.

The committee will not consider or assume responsibility for the structural integrity, safety features, mechanical operation, or building code compliance of the proposed improvements or structures. General land use requirements and building codes are established by the City of Bend and other agencies.

Section 2. Committee Approval Required, No building, fence wall patio, deck, or other structure or improvement shall be commenced, erected, or maintained upon the Property nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any portion of the property be commenced or maintained until the plans and specifications have been submitted to and approved in writing by the Architectural Committee pursuant to the procedures outlined in these Covenants, Conditions & Restrictions.

Section 3. Committee Discretion, It is recognized that this document does not contain specific requirements for every situation that may require Committee approval; therefore, the Committee will necessarily exercise discretion in many instances in approving or disapproving of a specific proposal. It is further recognized that a proposal may not meet a specific standard set forth in this manual; Therefore, the Committee is authorized, in its sole discretion, to approve a proposal notwithstanding that it may conflict with a standard set forth in this manual.

Section 4. Plan Submittal Procedure, All proposals for erection or alteration of any structure or improvement on any Lot must be submitted to the Committee in the form of a Complete Application at least 30 days prior to the start of the proposed action. A complete Application shall mean submission by the Owner of two copies of finished working drawings and specifications complying with provisions outlined in this document.

Plans must be drawn to scale and consist of exterior elevation (minimum scale of  $\frac{1}{4}" = 1'0"$  for main elevation and  $\frac{1}{8}" = 1'0"$  for other elevations): plot plan including property lines, easements, structures, driveways, accessory structures, trees to be removed, mechanical equipment, trash receptacles, fences, proposed grading, and any other improvements proposed on the site, (minimum scale  $1" = 20'$ ) and floor plans indicating square footage of structure (minimum scale  $\frac{1}{4}" = 1'0'$ ); and, landscape plan (minimum scale  $1" = 20'$ ) front yard (and side yard on corner lots).

The Architectural Committee shall approve or disapprove the proposal within 15 days after receipt of a Complete Application and return one copy of the drawings and specifications marked to indicate approval, or if disapproved, marked or otherwise noted with the cause of such disapproval. The

Architectural Committee shall be deemed to have approved the proposal if action has not been taken within 15 days following receipt of Complete Application.

It shall be the Owner's responsibility to apply for and pay all fees for permits and inspections required by the governing authorities and codes.

Section 5. Completion. Approved projects must be completed within six (6) months after issuance of a building permit. Failure to complete work within the prescribed time may cause the approval to be rescinded and re-submittal will be required. The Committee may grant an extension under extenuating circumstances brought to its attention.

## ARTICLE 5

### USE RESTRICTIONS AND OBLIGATIONS

Section 1. Property Use. All Lots within the Subdivision shall be residential use with only single family structures being allowed as a Living Unit. A maximum of one Living Unit can be constructed on each Lot. No commercial activities of any kind shall be carried on in any portion of the property except activities relating to the sale of lots or the sale or rental of Living Units, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business be kept or stored on any such Lot. This provision, however, shall not be construed so as to prevent or prohibit an Owner from maintaining his professional personal library, keeping his personal business or professional records or accounts handling his personal business or professional phone calls, or occasionally conferring with business or professional associates in his Living Unit.

Section 2. Animals. Other than a maximum of two household pets per Living Unit, no animals or fowls shall be raised, kept, or permitted within the Property. No animals of any kind shall be kept, bred or raised for commercial purposes. All pets shall be confined to the Owner's Living Unit or Lot and shall not be permitted to run free or otherwise to be or become a nuisance or source of annoyance to other owners or occupants. All owners of pets will abide by municipal sanitary regulations, and leash laws as regulated by the municipal authorities.

Section 3. Vehicles. No trucks (except pickups of one ton weight or less), house trailer, motor home, camper, boat, motorcycles, motorscooters, or trailer of any type shall be stored or parked on any Lot or street other than temporarily (in no case in excess of 24 hours) and then solely for the purpose of loading or unloading or a service call; provided, however, that each vehicle may be kept within an Owner's enclosed garage or is screened behind front elevation.

No vehicles of any kind shall be parked on any portion of the Property while such vehicles are in a state of disrepair or while being repaired.

Section 4. Signs. No signs shall be erected or displayed on any Lot or Living Unit other than one sign no larger than six inches by twenty four inches displaying the name and/or address for the occupant, or one temporary sign no larger than eighteen inches by twenty four inches advertising the Lot or Living Unit for sale or rent, which shall be removed upon the sale or rental of the Lot or Living Unit.

Section 5. Trash Collection and Storage. All trash and garbage shall be deposited in closed containers that are fully screened from street view, except on collection day, and to be picked up by the sanitary service crew with whom the owner contracts.

Section 6. Antennas and Dishes. There shall be no exposed or exterior radio or television transmission or receiving antennas erected, placed, or maintained on any structure or land in the Subdivision. Subject to future review by the Architectural Committee if and when more compact dish designs are available under 18" in diameter.

Section 7. Vacant Lots. All vacant Lots and Lots with partially constructed improvements shall be kept clear of any construction debris, and weeds and grass shall be kept mowed and not allowed to grow to a height of more than six (6) inches. Erosion control is the entire responsibility of the builder and/or Lot Owner during construction.

Section 8. Yard Ornamentation. All ornamentation in yards, such as figurines, plastic flowers, colored lights, windmills, bird baths or feeders, shall either be screened from the public or neighboring view or approved by the Committee. This section shall not apply to seasonal holiday decorations which are promptly removed after the holiday or to the display of the flag of the United States of America on national holidays.

Section 9. Owner's Obligation. The Owner of a Lot will be responsible for any necessary grading, drainage, or retaining walls. The declarant shall not be responsible for any of the cost thereof. Each Owner shall maintain the exterior appearance of his Living Unit and Lot in an attractive manner. The Owner of a Lot will be responsible for keeping roadways and adjoining Lots clean and free of debris (and roadways free of mud) arising from construction activities or maintenance of their Lot.

Section 10. Clotheslines. All clotheslines shall be screened from public or neighboring view.

Section 11. Basketball Hoops. Basketball hoops may not be attached to the structure of Living Unit and will be held to a noise sector limitation.

## ARTICLE 6

### DESIGN GUIDELINES

Section 1. Building Size. Design consideration shall be given to maintain compatibility to the natural setting without dominating the surrounding Living Units and area. Living Units shall be no higher than two (2) stories above finished grade level with a maximum thirty-five foot (35') ridgeline above the highest finish grade at the Living Unit foundation. For a Living Unit built in a daylight basement or split entry configuration, the two story requirement will be maintained.

Section 2. Building Sites. All structures shall be constructed within the setback requirements set by City requirements.

Section 3. Repetition of Living Unit Design. A Living Unit floor plan can be used more than three (3) times within a platted phase of Sawyer Reach if the exterior design is changed. Such change shall include, but does not need to be limited to: roof configuration, siding, window location, window sizes, garage door and front entrance.

Section 4. Drainage. Must be dry wells.

Section 5. Exterior Colors. Semi-transparent or solid stains in moderate hues only are acceptable, and must be approved by the Architectural Committee. The color combination for the body and trim of a Living Unit may not be repeated by any other adjacent Living Unit within three (3) lots (excluding street).

Section 6. Roofs. Roofing materials must be of concrete tile or 25 year manufacturer warranted asphalt composition only. A minimum four in twelve pitch shall be maintained on all roofs including deck or patio covers and accessory structures. All the roof colors must be of a moderate hue as approved by the Architectural Committee.

Section 7. Garages. Each single family detached Living Unit shall include a garage designed to enclose a minimum of two (2) and a maximum of three (3) vehicles; the structure shall interrelate to others on the Lot in respect to character, material, and finishes; carports will not be permitted and unattached garages will be judged on their merit.

Section 8. Fences, All fences shall not exceed six (6) feet in height (except entry façade) and be constructed principally of wood or masonry to maintain the aesthetic quality for the community. Cyclone type fencing will not be permitted on the Lot, however, this shall exclude cyclone type fencing used for containment of a pet as long as the cyclone fence is not on a property line of the Lot and fully screened from view of adjacent properties and the street.

Section 9. Decks, All porch and deck additions, if approved, shall have an appearance consistent with the exterior of the Living Unit. The posts and supports of decks which are more than eighteen (18) inches off the ground must be screened from view with materials compatible with either the deck or landscaping.

Section 10. Exterior Walls All elevations of each Living Unit shall be of cedar, redwood, or other approved wood in a tongue and groove, lap siding, or board and batt pattern, or of a masonry veneer. Other siding materials will be judged on their merit after review of samples. Side and rear elevations shall be of the same or compatible materials as front elevations.

Section I 1. Service Areas, Storage or accessory buildings (such as dog houses, tool sheds, firewood, garbage, barbecue type buildings or enclosures), non portable or affixed outdoor furniture such as swings, back stops, picnic tables, barbecues, basketball hoops, arbors, jungle gyms, hot tubs, and tree houses, etc., shall be reasonably screened from public and neighboring view. Storage or accessory structures shall be constructed of the same materials and be of the same design as the Living Unit. Above ground pools are prohibited.

Section 12. Landscaping Requirements, The front yard landscaping of each Lot and the side yard landscaping of each corner Lot must be completed within three (3) months from the date of completion of the Living Unit constructed thereon or prior to occupancy, whichever event shall first occur. In the event of undue hardship due to weather conditions, this provision may be extended upon written request to the Architectural Control Committee. All rear yard areas must be completed within six (6) months from the date of occupancy of the Living Unit. All front and rear yard areas shall be planted with any of the following: trees and shrubs, ground cover, conifer trees, deciduous shrubs and trees and lawn areas. Every Living Unit must plant a minimum of three (3) trees with a base diameter of not less than two (2) inches. All other yard areas shall, at a minimum, be covered with bark mulch or similar native material.

Mounding of planting beds and lawn will be permitted if graded so as to blend with adjacent property and/or landscaping. Special care shall be taken to insure proper surface drainage to eliminate casual water pockets, so as not to infringe on neighboring property.

Owners are required to give these requirements to their landscape designers architect and/or contractor prior to implementation of the work to facilitate and insure compliance and that it is landscaped in a manner that is harmonious and compatible with the overall landscaping policy as noted herein.

The Association shall maintain the landscaping and yard area in an attractive appearance and free from insects and diseases; the Association shall provide for the timely replacement of lost plant life and bark dust, and trimming and pruning of plant material to prevent an overgrown look.

Section 13. Mailboxes and Paper boxes, The Subdivider reserves the right to install mailboxes or paper boxes at the cost of the Lot Owners, which such cost the Subdivider reserves the right to require the Lot Owners to pay at the time of Lot closing or thereafter. After mailboxes or paper boxes are constructed, they shall be maintained in good condition at the expense of the Lot Owners.

Section 14. Builders, No dwelling on a Lot shall be constructed except by a builder licensed as a general building contractor by the State of Oregon, who performs his services under a general contractor's bond as required by the State. No unlicensed or unbonded person shall be responsible for the actual construction of a dwelling, and it shall not be an exception to the licensed, bonded, builder requirement that the Owner is doing the work or is responsible for the construction of the dwelling.

Section 15. Climate Control. Placement of heat pump and condenser units shall provide visual screening and noise attenuation to the neighboring Living Units and Public Areas. Use of solar heating systems is acceptable providing that the panels or collectors are integrated into the structure with regard to the overall appearance and design. Window mounted, through the wall, or roof mounted mechanical units are not allowed.

Section 16. House Numbers. House numbers must be clearly readable from the street, not so large as to be out of proportion to the structure, and compatible with the overall design of the structure.

Section 17. Exterior Lighting. Type and placement of exterior lighting devices must be approved by the Architectural Committee. The concern is to eliminate glare and annoyance to adjacent property Owners and passersby.

Section 18. Tree Removal. No live trees shall be removed from a Lot without prior written approval of the Architectural Review Committee.

Section 19. Deck and Patio Covers. All covers for decks and patios must be of complimentary design and be constructed of the same materials as Living Unit. Designs incorporating solid roofing must have a minimum roof pitch of four in twelve. Covers of metal and plastic sheathing are prohibited.

Section 20. Windows. Windows shall be of a design and color complementary to the exterior of the Living Unit. Window frames of mill finished aluminum will not be allowed.

## ARTICLE 7

### COMMON AREA FACILITIES

Section 1. Maintenance. The Association shall have full responsibility for maintenance and repair of all private property and common area facilities as herein defined.

Section 2. Government Access. Declarant hereby grants to the governmental agents and officials with jurisdiction over the Subdivision the non-exclusive right to enter upon the common area for the purpose of carrying out their official duties.

Section 3. Conveyance of Common Area. The Association may not convey any portion of the Association Property and common area or facilities to any other individual or entity without the assent (by vote or written consent) of two-thirds of the members, provided that so long as there are two classes of membership such action may be taken only with the assent (by vote or written consent) of two-thirds of the voting power of each class membership. Grant of an easement of any of any kind shall not be considered a conveyance for purposes of this paragraph.

Section 4. Perpetual Obligation. Unless conveyed to and accepted by a local public authority, the Association shall have the continuing obligation to maintain, repair, and preserve the following specific common area and facilities and Association Property and to collect such assessments from the Lot Owners as are necessary to cover the cost of such obligations:

4.1. Riverfront areas on the Subdivision Plat of Sawyer Reach and adjacent wetand buffer areas shall be maintained in their natural state.

4.2. The storm water drainage system including, but not limited to, the oil-water separator manholes and bubbler system located on that certain real property legally described as Sawyer Reach attached hereto and incorporated herein by this reference shall be inspected and maintained substantially in accordance with requirements of the City of Bend.

Notwithstanding any provision of this Declaration to the contrary, the provisions of this Section 4 may not be eliminated or amended without approval of the City of Bend.

## ARTICLE 8

### COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant for each Lot owned within the Subdivision hereby covenants and each Owner of any Lot is deemed to covenant, and agrees to pay to the Association annual maintenance and operation assessments and special assessments for emergency and capital improvements, such assessments to be established as hereinafter provided. The annual and special assessments together with interest, costs and reasonable attorney fees shall be a personal obligation of the person who was the Owner of such property at the time the assessment fell due. Delinquent assessments together with interest, costs and reasonable attorney fees shall be a lien upon the Lot if the Association files a claim of lien with the appropriate governmental office. The priority of such lien shall be based on the date the claim of lien is filed.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and for the capital improvement and/or operation, maintenance, preservation, repair, and improvement, of the Association Property, landscape maintenance on individual lots, common area, facilities, improvements, storm water drainage system, wetlands, wetland buffer areas and private roads depending upon the stated purpose for which said assessment is levied, and to support the operations of the Association.

Section 3. Annual Assessments: Procedure and Maximum. The Association shall have the power and authority to levy annual operating and maintenance assessments on its members. The Fiscal years shall be on a calendar year basis. Prior to the commencement of each fiscal year, the Association Board of Directors shall estimate the costs and expenses to be incurred by the Association during each fiscal year in performing its function under this Declaration (including a reasonable provision for contingencies). A budget for such fiscal year shall be prepared and distributed not less than thirty (30) days before the beginning of such year. A separate statement showing any reserves shall be presented with the budget. The budget shall also show the anticipated balance (exclusive of any reserves) in the operating fund at the start of such fiscal year which is attributable to operation and maintenance assessments for the prior fiscal year which shall be subtracted from the gross operation expenses shown. The net estimated operating revenue so determined shall be assessed to the Owners as the regular operation and maintenance assessment by dividing the total net estimated operation revenue by the total number of Lots in the Subdivision to which the respective assessments apply, and assessing the resulting amount to the Owner of each such Lot.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy in any year a special assessment applicable only to a specific period for the purpose of defraying in whole or in part the costs of any construction, reconstructions, repair or replacement of a capital improvement on the common area or facilities, including fixtures and personal property related thereto, when such improvements are deemed necessary by a majority vote of the Board. Prior to assessment, the Board shall solicit no less than three competitive bids from reputable suppliers or contractors, and be awarded to the lowest responsible bidder.

Section 5. Special Assessment and Reserve Fund. Both annual and special assessments shall be fixed at equal rates for each Lot to which the assessment apply, and shall be paid when and as directed by

the Board. The Association shall establish and maintain an adequate reserve fund for capital improvement and emergency repair.

**Section 6. Date of Commencement of Assessments; Due Dates.** The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and shall become payable on the first day of the month following the closing of an Owner's purchase of a Lot. Written notice of the annual and special assessments shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the annual and special assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of annual and special assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 7. Effect of Nonpayment of Annual or Special Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at twelve (12%) per annum or the maximum rate allowed under Oregon law, whichever shall be greater. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien in any matter or by any means available under the laws of the State of Oregon. Costs and reasonable attorney fees of any such action shall be added to the total amount of such assessments. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the common area or by abandonment of his Lot

**Section 8. Exempt Property.** The following property subject to this Declaration shall be exempt from assessments created herein:

- 8.1. All properties and Lots owned by the Declarant (except when or if Declarant becomes a Class B Member as described herein);
- 8.2. All properties dedicated to and accepted by a local public authority; and
- 8.3 All Association Property, and common areas and facilities.

## ARTICLE 9

### VOTING RIGHTS

Voting rights within the Sawyer Reach Homeowners Association shall be allocated as follows:

**Section 1. Building lots.** Except as provided in Section 2, Building lots shall be allocated one vote per Building Lot.

**Section 2. Classes of Voting Membership.** The Sawyer Reach Homeowners Association shall have two classes of voting membership;

**Class A.** Class A members shall be all Sawyer Reach owners, with the exception of Declarant (except that beginning on the date on which the Class B membership is converted to Class A membership, and thereafter, Class A members shall be all Sawyer Reach owners, including Declarant). Class A. members shall be entitled to voting rights for each Building Lot owned, computed in accordance with Section 1. When more than one person holds an interest in any building lot, all such persons shall be members. The vote for such building lot shall be exercised as such persons among themselves determine, but in no event shall more votes be cast with respect to any building lot than as set forth in Section 1.

**Class B.** The Class B member shall be Declarant and shall be entitled to ten times the voting rights computed under Section 1 for each Building Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) the turnover meeting described in Section 3, or
- (b) Declarants earlier written election to terminate the Class B membership.

Section 3. Interim Board: Turnover Meeting. Declarant shall have the right to appoint an interim board of three directors, who shall serve as the Board until replaced by Declarant or until their successors have been elected by the Sawyer Reach Owners at the turnover meeting described in this section. Declarant shall call a meeting by giving notice to each Owner as provided in the bylaws for the purpose of turning over the administrative responsibility for Sawyer Reach to the Sawyer Reach Homeowners Association, not later than 120 days after 75 % of the building lots have been sold and conveyed to Sawyer Reach Owners other than Declarant. At the turnover meeting, the interim directors shall resign and their successors shall be elected by the Owners as provided in this Declaration and the Bylaws.

## ARTICLE 10

### DECLARANT'S RIGHTS

Section 1. Sales Office and Models. Declarant shall have the right to maintain a Sales Office and Model Unit in one or more of the Lots or Living Units which the Declarant owns. The Declarant and prospective purchasers and their agents shall have the right to use and occupy the Sales Office and Model during reasonable hours any day of the week. Declarant may assign these rights to other developers of Lots or Living Units on the Property.

Section 2. Project Signs. Declarant reserves the right to locate and maintain on the property a sign or signs with a description of Sawyer Reach and sales information. Such project signs shall not exceed five (5) feet by ten (10) feet and shall be removed by the Declarant after the last Lot has been sold and closed.

Section 3. "For Sale" signs The Declarant may maintain a "For Sale" sign on each Lot or Living Unit owned by the Declarant on the Property. Declarant may assign this right to other developers of Lots or Living Units on the Property.

## ARTICLE 11

### ADMINISTRATION AND ENFORCEMENT OF THE DECLARATION

Section 1. Entry. The Association may at all reasonable times enter upon any lot for the purpose of performing its function under this Declaration. The Association Board of Directors may adopt and publish reasonable rules and regulations governing the use of the common area and facilities and interpreting this Declaration and to establish penalties for the violation thereof.

Section 2. Binding Effect. By acceptance of a deed to a Lot, execution of a contract therefore, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner covenants and agrees thereby, on behalf of himself and his heirs, successors and assigns, to observe and comply with all terms of the Articles of Incorporation and the Bylaws of Sawyer Reach Homeowners Association, this Declaration now existing or as hereafter amended, and all rules and regulations duly promulgated by the Association, as they now exist and are hereafter amended.

Section 3. Enforcement by Association. The Association shall have the right to enforce by proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so

thereafter. The violators shall be responsible for all costs incurred in enforcing this Declaration including reasonable attorney fees, whether or not litigation is commenced, and if so, during any arbitration, trial or appeal, or in any proceeding in federal bankruptcy court or under state receivership or insolvency statutes. The Association may add any such costs due it to the current or next annual assessments of the offending Owners.

Section 4. Individual Liability. The Association, its Board of Directors, the ACC, and any officers, agents, or employees shall not be liable to any person for acts and omissions done in good faith in the interpretation, administration and enforcement of this Declaration.

Section 5. Remedies Cumulative. Remedies provided herein are in addition to, cumulative with, and are not in lieu of other remedies provided by law. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach or attempted violation or breach of the Covenants herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 6. Enforcement by Owners. The Association or its Board of Directors shall have exclusive rights to enforce these Covenants. However, if the Association shall cease to exist, then these Covenants shall remain in effect, and may be enforced by any Owner, or majority of Owners.

Section 2. Severability. Invalidation of any one of these Covenants or restrictions by judgement or Court order shall in no way invalidate any other provisions of this Declaration, which shall remain in full force and effect.

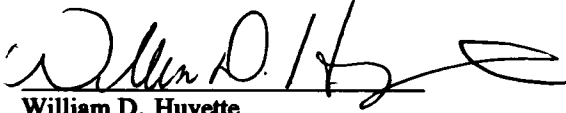
Section 3. Terms. The provision outlined in this Declaration shall apply to all units in Sawyer Reach and shall be binding on all Lot Owners, their heirs, their successors, or assigns for a period of thirty (30) years from the date this Declaration is recorded. Thereafter, they shall automatically be extended for successive periods of ten (10) years.

Section 4. Amendments. Except as otherwise specifically provided in Article VII, Section 4, and except for provisions specifically affecting the rights of the Declarant, this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners within Sawyer Reach. Any amendments must be recorded with the Deschutes County Recorder to be effective.

99-25613-12

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date first above written.

S/S&H BAKER JOINT VENTURE

  
William D. Huyette  
General Partner

  
David W. Sturdevant  
General Partner

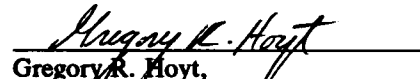
State of Washington )  
 ) ss  
County of Clark )

On this day personally appeared before me William D. Huyette, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have here unto set my hand and seal this 20<sup>th</sup> day of MAY, 19 99.



Notary Public:

  
Gregory R. Hoyt,  
Notary Public in and for the State of  
Washington, Residing at Vancouver.  
My Commission Expires: 9/1/01.

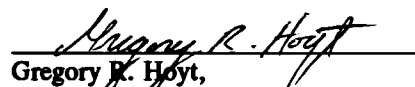
State of Washington )  
 ) ss  
County of Clark )

On this day personally appeared before me David W. Sturdevant, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have here unto set my hand and seal this 20<sup>th</sup> day of MAY, 19 99.



Notary Public:

  
Gregory R. Hoyt,  
Notary Public in and for the State of  
Washington, Residing at Vancouver.  
My Commission Expires: 9/1/01.