

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK

2002-49465



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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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PLANNED COMMUNITY SUBDIVISION
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
SPRING MEADOW SUBDIVISION

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 323
BEND, OR 97709

7/3
WHEREAS, R.L.C. Construction Co. is the owner of that certain tract of land designated as Lots 1, 3-13, SPRING MEADOW SUBDIVISION, a platted subdivision in the County of Deschutes, City of Sisters, State of Oregon, recorded June 10, 2002 in Book 2002, Page 31228 and John H. Spencer, Inc. is the owner of Lot 2, SPRING MEADOW SUBDIVISION, and

WHEREAS, R.L.C. Construction Co. intends to sell lots and building sites within said subdivision, certain protective restrictions, conditions, limitations and reservations are hereby established to insure the most beneficial development of said area as a residential subdivision and to prevent any use thereof as might tend to diminish the value of the development.

NOW, THEREFORE, R.L.C. Construction Co. hereby makes the following protective restrictions and conditions upon SPRING MEADOW SUBDIVISION to run with the land and be binding on all persons owning property within the Subdivision:

1. Single family dwelling (including duplexes) must be at least 1000 sq. ft. in size, exclusive of the garage. Outbuildings built on the premises must conform as to architectural style and exterior finish with the dwelling constructed on the premises (same siding material and roofing material).
 - a. No campers or trailers shall be allowed for permanent residences.
 - b. No structure or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
 - c. All homes shall be constructed on site and not moved from another location.
 - d. All dwellings under construction shall have the exterior completed within six (6) months from commencement of construction, and shall be entirely completed within twelve (12) months from start of construction.
 - e. All buildings constructed on the premises shall have the same color paint and trim paint and the same color of roofing material. All exterior materials, both siding and roofing material shall be of a color to blend with natural surroundings – earth tones. Metal roofing shall only be allowed on Lot 2 and Lot 3.
 - f. Any vehicle requiring an Oregon Commercial Driver's License to operate is prohibited

RECORDED BY FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON AS AN
ACCOMMODATION ONLY. NO LIABILITY IS
ACCEPTED FOR THE CONDITION OF TITLE
OR FOR THE VALIDITY, SUFFICIENCY, OR
EFFECT OF THIS DOCUMENT.

to be parked or stored within this subdivision.

2. Within the easements as shown on the recorded plat, no planting of trees or shrubs which would interfere with the utilities shall be permitted. The easement area of each lot shall be maintained continuously by the owner of the lot.
3. No livestock shall be allowed on a lot within the subdivision. Household pets (dogs and cats) are allowed. Dogs shall not be allowed to run at large and must be kept within a fenced area or on a leash.
4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.
5. Outside storage of unlicensed and/or under repair automobiles, trailers, atvs, or other similar vehicles is prohibited. Such storage is allowed only within an enclosed structure as described in Restriction #1.
6. No sign of any kind shall be displayed to the public view on any lot except one professional sign advertising the property for sale or signs used by a builder to advertise the property during the construction and sales period.
7. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
8. All property owners within Spring Meadow Subdivision hereby agree to jointly contract for snow removal from all paved areas within said Subdivision.
9. The foregoing protective restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years (25) from August 19, 2002 at which time said protective restrictions shall automatically be renewed for an additional period

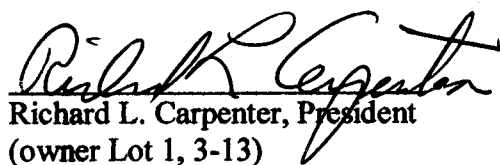
of twenty-five (25) years, unless 75% or more of the owners of record at that date, agree in writing to changes and said changes are made in a lawful manner.

10. Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this declaration obtained through sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions thereof.

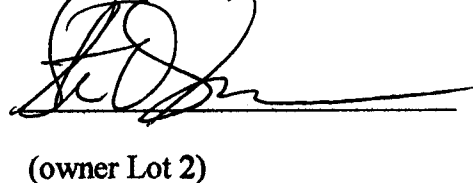
11. Enforcement of each and all of the protective restrictions shall be enforceable by injunction or by other form of action available to the parties aggrieved, or to R.L.C. Construction Co. or its successors in interest. Invalidation of any of these protective restrictions by judgement or court order shall in no way affect any other provision, which shall remain in full force and effect.

IN WITNESS WHEREON, the parties hereto have set their hands and seals this 9th day of September 2002.

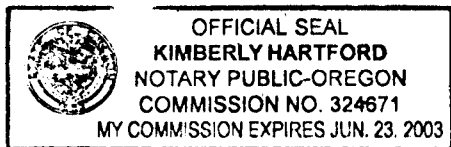
R.L.C. Construction Co.


Richard L. Carpenter, President
(owner Lot 1, 3-13)

John H. Spencer, Inc.


(owner Lot 2)

STATE OF OREGON
COUNTY OF DESCHUTES



This instrument was acknowledged before me on September 9, 2002 by Richard L. Carpenter as President of R.L.C. Construction Co. and Steven Spencer as President of John H. Spencer, Inc.

