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PLANNED COMMUNITY SUBDIVISION DECLARATION

SUMMER MEADOWS SUBDIVISION

PHASES I & II

Return to:

✓ Chuck Overton

486 SW Bluff Dr.

Bend, Oregon 97702

Buyer

Date Received

**DECLARATION OF
SUMMER MEADOWS SUBDIVISION
COVENANTS, CONDITIONS AND RESTRICTIONS
PHASE I & II**

These Covenants, Conditions and Restrictions are made this 15th day of February, 2000 by **TERRY GROVER** , hereinafter referred to as "Declarant" as sole owner and developer of the real property in the City of Bend, Deschutes County, State of Oregon, described as lots 1 through 40 of the plat for **SUMMER MEADOWS** Phase I & II as recorded in Deschutes County Records.

The property described above is hereby subject to the Covenants, Conditions and Restrictions and will be known as **SUMMER MEADOWS** Subdivision, hereinafter referred to as **SUMMER MEADOWS** Subdivision.

SUMMER MEADOWS Subdivision is being developed as a residential community. Except where this Declaration for **SUMMER MEADOWS** conflicts with any application government municipal regulations, this Declaration shall be binding upon all property subject to the Declaration and its Owners and their successors in interest as set forth herein. In the event any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard of requirement set by an applicable zoning ordinance of the City of Bend, the more restrictive standard or requirement of the applicable City of Bend ordinance shall apply.

Section 1. DEFINITIONS.

1.1 SUMMER MEADOWS Subdivision

The term "SUMMER MEADOWS Subdivision " shall mean all of the real property now or hereinafter made subject to this Declaration

1.2 SUMMER MEADOWS - Vision Concept

The 40 lot Summer Meadows Subdivision will be designed as "Craftsman Style" or "Bungalow Style" homes as in keeping with original homes build in the 1930's and 1040's

1.3 Declarant.

The Term "Declarant" shall mean Terry J.Grover, or his successors in interest.

1.4 Architectural Review Committee (ARC)

The term ARC shall mean the group of individuals responsible for implementing, interpreting, and enforcing the Architectural Rules and Guidelines and the Conditions, Covenants, Restrictions. (see Section)

1.5 Home Owners Association

There shall be no Home Owners Association created during the construction stage of Summer Meadows by the developer.

1.6 Lot.

The Term "Lot" shall mean each lot described on a subdivision plat or partition map or any alteration thereof as may be made by valid lot line adjustment.

1.7 Declaration

The term "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for SUMMER MEADOWS Subdivision.

1.8 Homesite

The term "Homesite" shall mean a lot as defined herein.

1.9 Owner.

The term "Owner" shall mean and refer to either all holders of fee title to any lot or any person entitled to possession pursuant to contract of sale.

1.10 Improvements.

The term "Improvements" shall include, but not be limited to any buildings, outbuildings

private roads, driveways, parking areas, walkways, fences and barriers, retaining walls stairs, decks, hedges, windbreaks, planting, planted trees and shrubs, park strip (if any) signs, storage areas and all other structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface.

1.11 Streets.

The term "Streets" shall mean any street, highway or other thoroughfare within or adjacent to SUMMER MEADOWS Subdivision and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place drive, road, terrace, way, lane, circle or otherwise.

1.12 Park Strip.

The term "Park Strip" shall mean the area between the curb and their property line excluding any sidewalks.

1.13 Fence.

The term "Fence" shall mean a structure barrier which separates one space from another; is used to define property boundaries, or which is constructed for ornamental purposes.

Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMER MEADOWS SUBDIVISION

2.1 General Declaration Creating Summer Meadows Subdivision

Declarant hereby declares that all the real property located in Deschutes County, Oregon, known as SUMMER MEADOWS Subdivision as recorded on February.... 2000, shall be encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said Restrictions are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions, and Restrictions of SUMMER MEADOWS Subdivision run with all of said real property, including any additions thereto, for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners and their successors in interest set forth in this Declaration.

Section 3. ARCHITECTURAL CONTROLS

3.1 Approval Required.

No improvement, as defined in Section 1.8 above, shall be erected, placed, altered, maintained, or permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by the ACR.

3.2 Procedure.

Any owner proposing to construct any improvements within the SUMMER MEADOWS Subdivision (including any exterior alterations, addition, destruction, or modification to any such improvements) shall follow the procedures and shall be subject to the approvals required by Paragraphs 3.3 through 3.7 below. Failure to follow such procedures or obtain such approvals are required by paragraphs 3.3 through 3.7 below shall be deemed a breach of this Declaration.

3.3 Required Documents.

Any owner proposing to utilize, improve and/or develop real property within the SUMMER MEADOWS Subdivision shall submit the following items for review:

- (a) A site plan showing the location, size, configuration, and layout of any building, structure, or improvement (or, where applicable, any alteration, addition, modification, or destruction thereto) including appurtenant facilities for parking, storage and fences. The scale of shall be 1 inch=20 feet or larger.]
- (b) Architectural plans and drawings showing the nature, style, and dimensions of any building, structure, fence, wall, barrier or deck (or where applicable, any alteration, addition, modification or destruction thereof) including the exterior material types, colors and appearance. The scale of plans shall be 1/4 inch=1 foot or larger.

3.4 Review.

All plans and drawings identified in paragraph 3.3 above shall be submitted to the ARC for review prior to the performance of any proposed work. The ARC shall review the plans and shall inform the owner in writing whether the plans conform to the development concept for SUMMER MEADOWS Subdivision. In the event any of the plans do not conform to the SUMMER MEADOWS Subdivision development concept, the owner shall resubmit those non-conforming portions of the plan for review in accordance with the procedures outlined in paragraph or 3.3 above, and this paragraph. No work may be performed relating to any improvement unless all aspects of all plans required under paragraph 3.3 above have been approved by the ARC.

3.5 Architectural Guidelines.

The development concept for the SUMMER MEADOWS Subdivision shall be determined by the ARC in accordance with applicable statutes, ordinances, regulations, zoning and other governmental land use controls. Architectural guidelines setting forth various aspects of the development concept, in addition, to this Declaration, may be published and revised from time to time by the ARC, but the ARC shall not be required to do so. The ARC shall have the right to alter, rescind, or amend any published guidelines without prior notice to any given party; provided however, that once approval has been given pursuant to paragraph 3.4 above, work may proceed in accordance with the approved plans and drawings notwithstanding any changes in the development concept. All such guidelines shall be in general conformity with this Declaration.

3.6 Inspections

All work related to any building, structure or improvement or any landscaping vegetation, ground cover or other improvements within the SUMMER MEADOWS Subdivision shall be performed in strict conformity with the plans and drawings approved under paragraph 3.4 above. The ARC shall have the right to stop all work if it believes that any such work is non-conforming. In the event that it is determined by the ARC that certain work is non-conforming, a stop work notice may be issued, without necessity of court order, which shall require the owner to correct all non-conforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such non-conforming items shall be deemed a breach of this Declaration. The ARC or officer, director, employee, agent, or servant of the ARC shall not be responsible for any damages, loss, delay, cost or legal expense occasioned through a stop work notice even if it is ultimately determined that such work was in conformity with the approved plans and drawings.

3.7 Waiver.

Any condition or provision of paragraph 3.2 through 3.6 above may be waived by the ARC in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for the SUMMER MEADOWS Subdivision. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedures and approvals specified under paragraphs 3.2 through 3.6. The granting of a waiver as to one owner shall not automatically entitle any other owner to the waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representative of the ARC and delivered to the party claiming the benefit of such waiver.

Section 4. RESTRICTIONS

4.1 Access to Property

No other private properties may be used for access without that Owner's written permission with the exception of recorded access.

4.2 Antennas

Television antenna, radio antenna, satellite antenna, or other receiving or transmission devices are subject to approval by the ARC.

4.3 Appearance.

All garbage, trash, cuttings, refuse, garbage, and refuse containers, clothes drying apparatus, heat pumps, air conditioners, solar heating systems, and other service facilities located on the lot shall be screened from view of front streets and, are subject to approval by the Architectural Review Committee.

4.4 Driveways and Walkways.

Allowed materials for driveways include concrete, asphalt and masonry. All driveways shall be finished prior to occupancy. Exceptions may be allowed with ARC approval. Builders and Builders/Owners are responsible for repairs of all driveways cuts, concrete breakage of curbs, sidewalks or sidewalk aprons. The Developer and ARC representative will monitor and provide written documentation of offending Owners. All repairs must be completed within seven (7) working days from receipt of written notification from the Developer or ARC representative

4.5 Exterior Colors and Materials.

All exterior colors and materials including those for window trim and doors are subject to approval by the ARC. Clearly indicate on submitted plans locations of all proposed exterior colors. Samples may be standard manufacturer's paint chip samples. Use of muted, earth related tones such as brown, green dark red, blue, or yellow which are appropriate to the historical style of the building are encouraged. Simple color schemes were typical of early Bend neighborhood.

4.6 Exterior Lighting

All exterior lighting must be indirect and/or shielded. The lighting chosen must have only a single bulb on more than 60 watts. Colored light sources may be prohibited. Indirect, low walkway and landscape lights less than 18" high are acceptable. Other decorative and landscape lighting is subject to ARC approval.

4.7 Fences and Walls.

All fences within SUMMER MEADOWS Subdivision shall be five (5) feet in height or less. Wood post for fences may be higher than five (5) feet with ARC approval. Any fence extending in front of the house must not exceed three (3) feet in height and have at least 3 inches spacing between pickets. Height shall be measured from natural grade. "Natural grade" is defined as the site topography which exist at the time a lot is sold to the first owner by the project developer; fill material subsequently brought to the site does not modify this original grade reference. Painting of fences is allowed with ARC approval of colors.

Any painted fence must be maintained so as to conform to the standards established for fences. All fences must be of "Cedar" and have a double top and bottom rails.

Subdivision perimeter lots may have an exception to the 5' height limitation with ARC approval. The heights or elevations of any wall or fence shall be measured from the existing elevations of the property at or along the applicable points or lines. Fences shall be constructed of #2, on-hole cedar or materials approved by the ARC. All side and rear fences constructed on the property line by the developer, or builder, are the property of the adjoining property owners. It is the adjoining property owner's responsibility to **jointly** maintain, repair, or replace side fences when needed. Corner lots that anticipate constructing fences must have ARC approval prior to the start of construction. Privacy screening may be permitted with ARC approval for Hot Tubs.

4.8 Garages.

All single family lots must have at least a two -car garage. Any conversion of garage space must be replaced with additional garage space to meet the minimum two-car garage requirement and must be approved by the ARC.

4.9 Garbage and Recycling Pickup

Garbage and recycling pickup is anticipated to be curbside. However, the disposal company shall have the final right to determine where pickup will be.

4.10 Landscaping

The front and side yards shall be covered with a minimum of 50% grass (sod). All landscape design is subject to review and approval by the ARC.

4.11 Livestock, Poultry, and Pets.

No animals, livestock, poultry of any kind shall be raised, bred, kept on any lot except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

and do not constitute a nuisance. Doghouses shall be limited to two, and only allowed in the backyard. Owners are responsible to clean up after walking dogs.

4.12 Lot Area Width, Setback Lines.

Lot area, with and setback lines shall be in accordance with the requirements of the applicable City of Bend Zoning and Use Regulations and shown on the Plat. No residential lot shall be further partitioned or subdivided.

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4.13 Nuisances.

Boundary fences, walls or hedges must be kept in good condition and repair. Lawns must be cut sufficiently and maintained year round so that they do not become eyesores and detrimental to the values of other properties. Trees and shrubs that encroach on any other lot shall be trimmed and pruned if it is a nuisance to neighbors.

4.14 Occupancy.

No owner shall occupy, use or permit his lot or any part thereof to be used for any purpose other than a private residence for the Owner, their family or their guest, except that each Owner shall be permitted to rent the unit when he is not in occupancy. The rental period shall not be less than one month. Home occupations will be allowed as under the current City of Bend Zoning Ordinance

4.15 Parking.

No parking on any street shall be allowed of any horse trailer, travel trailer, commercial 18 wheel tractor, boat trailer, camper or incapacitated motor vehicle. Boats, trailers, buses, motor homes, commercial vehicles, trucks larger than one (1) ton, recreational vehicles, disabled vehicles or other similar vehicles shall not be parked or stored on any lot in a position whereby said vehicles will be visible from the street. No unit shall exceed 25 feet in length. Owners must provide improved parking areas of asphalt, concrete or gravel pads. No Vehicles shall be parked in the street for more than 48 hours at a time. Parking is allowed on both sides of the street except where posted or curbs are painted indicated "No Parking" zones.

4.16 Roofs.

All roofs and roofing materials shall be limited to quality composition roofs (25 year or better), slate, tile, fiberglass or other acceptable fire resistant materials approved by the ARC. No wood, shake-shingle or other highly combustible roof materials will be allowed. Colors shall not be bright and outstanding. All color

must be approved by the ARC.

4.17 Sidewalks

Owners are responsible for clearing sidewalks of snow and debris.

4.18 Signs.

No sign of any kind shall be displayed to public view on or from any Lot without the ARC prior written consent provided, however, that an Owner may display not more than one (1) "for sale" sign or one (1) "for rent" sign per Lot. Said signs shall be limited in size to not more than four (4) square feet.

4.19 Structures and Out Buildings.

No house trailer, manufactured home, modular home, mobile home, tent, shack, barn or other similar outbuildings or structures, whether permanent or temporary, shall be erected or placed on any Lot. No portable storage units shall be allowed.

4.20 Utilities.

No above ground utilities, pipes or wires shall be used to connect improvements with supplying facilities.

4.21 Water and Sewer Supply. No individual water supply system or sewage disposal system shall be permitted on any lot.

Section 5. DECLARANTS IMMUNITY.

The declarant has a non-exclusive right and power to enforce the Covenants, Conditions, and Restrictions, but the Declarant does not have the legal obligation to enforce an attempt to enforce the provisions there of. In the event the Declarant refuses, neglects, fails or is negligent in enforcing or attempting to enforce these Covenants, Conditions, and Restrictions, there shall not exist or be created an cause of action or claim against Declarant, and each owner or any person or entity claiming by, through or from said owner hereby releases Declarant from and against any claim arising in connection with the development of Summer Meadows or related to Declarant's acts or omissions in preparing, filing or enforcing these Covenant, Conditions, and Restrictions and shall be stopped from making or enforcing any such claim.

Section 6. DURATION AND AMENDMENTS OF THIS DECLARATION

6.1 Duration.

The Covenants, Conditions and Restrictions of SUMMER MEADOWS Subdivision shall remain in full force and effect at all times and respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty (30) years from the date this Declaration is recorded. However, unless within one (1) year from the date of said termination, there shall be recorded an instrument directing the termination of this Declaration signed by the Owners of not less than seventy-five percent (75%) of the lots then subject to this Declaration, this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless within one (1) year prior to the expiration of such period the Covenants, Conditions, and Restrictions for SUMMER MEADOWS Subdivision are terminated as set forth above in this section.

6.2 Amendment.

This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any part thereof with written consent of Owners of seventy-five (75%) of the lots subject to these Restrictions.

Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

Section 7. ARCHITECTURAL REVIEW COMMITTEE.

7.1 Responsibility.

There shall be an Architectural Review Committee (ARC). The committee shall be responsible for implementation, interpretation, and enforcement of the Architectural Rules and Guidelines. The committee or any of its members have the right to enforce the Summer Meadows Conditions, Covenants, and Restrictions. Each decision of the ARC made in conjunction with its responsibilities shall be conclusive, determinative and binding upon the owners and their agents.

The ARC may enforce the Architectural Rules and Guidelines in the same manner and are subject to the same requirements, restrictions and effects as set

forth in Section 10 thereof.

7.2 Liability.

In Consideration for each committee member's consent to serve on the committee, the owners, their successors and assigns, hereby release and forever acquit each member of the committee from all acts and omissions performed in their capacity as committee members. This release includes both ministerial and discretionary acts, omissions, and decisions. No member of the committee shall be liable at law or in equity for their individual acts or omissions or the acts, omissions or decisions of the committee as a whole.

7.3 Non Waiver.

The guidelines shall generally set forth the procedures owners are to follow for the approval, construction and maintenance of any improvement, landscaping and the like on any Lot within Summer Meadows Subdivision.

7.4 Membership.

The ARC shall initially consist of two members appointed by the Declarant.

Those members shall be Terry Grover, and Chuck Overton. A majority of the ARC may designate a representative to act for it. In case of death or resignation of any member, the Declarant may appoint a successor. Neither the members of the ARC nor its designated representative shall be entitled to any compensation for services of the ARC occurs without successors having been appointed, the Declarant shall appoint the successors.

When 90% of the homes are completed, the majority of the owners may elect the members of the ARC. In case of death or resignation of any member, the remaining member or members shall appoint a successor.

7.5 Decisions

Except as otherwise provided herein, a majority of the Architectural Review Committee shall have the power to act on behalf of the committee without the necessity of a meeting and without the necessity of consulting the remaining members of the committee. The committee shall render its decisions in writing, copies of which shall be send to delivered to the owner involved.

7.6 Approvals.

The ARC shall approve or disapprove plans within a reasonable time after the same has been submitted to it in writing. The ARC will not commence reviews of


an applicant's submittal until all items noted on the Plan Review Checklist have been submitted and addressed by the applicant. There shall be no construction or disturbance of any vegetation on any lot before approval is obtained by an owner.

Approval by the ARC of any matter proposed to it shall not be deemed a waiver or a precedent impairing the ARC's right to withhold approval as to any similar matter thereafter submitted to it.

Section 8. EFFECT OF DECLARATION.

The Covenants, Conditions and Restrictions of his Declaration shall run with the land included in SUMMER MEADOWS Subdivision and shall bind, benefit and burden each Lot in SUMMER MEADOWS Subdivision, including an additions thereto. The terms of this Declaration shall inure to the benefit of the Owners of any Lot in SUMMER MEADOWS Subdivision, their successors, assigns, heirs, administrators, executors, mortgagees, invitees, or any other party claiming or deriving any right, title or interest or use in or to any real property in SUMMER MEADOWS Subdivision. The restrictions set forth herein shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as SUMMER MEADOWS Subdivision and their successors in interest, including any person who holds such interest as security for the payments of any obligation including any mortgagee or other security holder in actual possession of any Lot by foreclosure or otherwise and any other person taking title from such security holder.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this { } the day of {March }, 2000.

By 
Terry J. Grover

STATE OF OREGON, County of Deschutes, ss

The above named TERRY J. GROVER personally appeared before me and acknowledged the forgoing instrument as his voluntary act.

Before Me 
NOTARY PUBLIC FOR OREGON
My commission expires 12/13/2002

