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After Recording Return To:  
Shade Tree, Inc.  
40160 East First Street  
Lowell, OR 97452

**AMENDMENT TO:**

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EQUITABLE SERVITUDES FOR  
SUNRIDGE SUBDIVISION**

WHEREAS, a "Declaration of Covenants, Conditions, Restrictions and Equitable Servitudes" was recorded by Declarant Shade Tree, Inc. on April 10, 2001, reception number 2001-020572; and

WHEREAS, Section 1.6 of said Declaration provides that the Declaration may be changed by an instrument signed by the record owners of property which, taken together, comprises at least two-thirds (2/3), as measured in acres (and not as measured in number of Lots or parcels), of the sum total area of the Future Development Property and Sunridge Subdivision, as these terms are defined in said Declaration; and

WHEREAS, Shade Tree, Inc., Roy Nelson, Richard Johnson, Mia Nelson, Russell Ward, Mandy Stuhan, Ryan Alexander, Lynette Alexander, Michael Miner, Lance Forsyth, Lora Seale, Larry Daniels, Christine Daniels, Kristopher VanBeever, Rebecca VanBeever, Greg Mansfield, Lynn Mansfield, Ernest Cabrera, Marilyn Cabrera, Allen Lowe, Sally Lowe, Robert Burr, Geraldine Burr, and Gary Reiber, who together own property comprising the required 2/3 majority described above, wish to amend said Declaration, to clarify the original intent of certain provisions of the Declaration, and to make changes needed to facilitate orderly, sensible and desirable development within Sunridge Subdivision, in response to concerns identified by Shade Tree, Inc. and residents of the subdivision;

NOW, THEREFORE, the undersigned Shade Tree, Inc., Roy Nelson, Richard Johnson, Mia Nelson, Russell Ward, Mandy Stuhan, Ryan Alexander, Lynette Alexander, Michael Miner, Lance Forsyth, Lora Seale, Larry Daniels, Christine Daniels, Kristopher VanBeever, Rebecca VanBeever, Greg Mansfield, Lynn Mansfield, Ernest Cabrera, Marilyn Cabrera, Allen Lowe, Sally Lowe, Robert Burr, Geraldine Burr, and Gary Reiber hereby amend the "Declaration of Covenants, Conditions, Restrictions and Equitable Servitudes" recorded on April 10, 2001, reception number 2001-020572, as follows:

- *Section 2.5 is replaced with the following:*

2.5 "Development Period" shall mean a time period beginning when the initial plat of Sunridge Subdivision, or any addition thereto, is recorded in the Lane County Plat Records and ending on the day that is three (3) years after the last Lot in such plat is sold by the Declarant. The three-year period is necessary to allow Declarant to exert control over the construction of the residential structures upon the Lots. The initial phase of Sunridge Subdivision, and each subsequent phase, shall have its own unique Development Period. Provisions of this Declaration that refer to the Development Period shall be construed in light of the particular Development Period pertaining to the Lot or Lots in question.

- *Section 2.6 is replaced with the following:*

2.6 "Elevation Limit" shall mean that certain number, expressed as a height above mean sea level, which is established for each Lot by the Individual Lot Maps, and which is used, in conjunction with the provisions of Section 5.2.1: Height Restriction, to establish the maximum permitted height of Improvements on that Lot.

- *Section 2.8 is replaced with the following:*

2.8 "Improvement" shall mean any building, structure, wall, fence, excavation, embankment, earthwork, piping, or any other man-made object or alteration, except for Landscaping, which is proposed for, or existing on, any part of any Lot.

- *Section 2.10 is replaced with the following:*

2.10 "Landscaping" shall mean an arrangement of ornamental plants, such as lawns, trees, shrubs and flowers, deliberately placed and maintained so as to produce a desirable and attractive effect, and so as to eliminate weeds and other undesirable plants. "Landscaping" does not mean simply leaving an area to be occupied by whatever plants happen to grow there naturally. Most low-growing plants now on the Lots are non-native grasses, forbs and noxious weeds. On many Lots, almost all naturally-occurring plants may need to be removed, and replaced with other species, in order for an area to be considered as Landscaping.

- *Section 2.11 is replaced with the following:*

2.11 "Lot" shall mean those particular parcels of land created by and included in the plat maps of Sunridge Subdivision, as recorded in the Lane County Plat Records. To the greatest extent permitted by the City of Lowell, it shall also mean the portion of the street right-of-way between the Lot boundary and the sidewalk or curb of the adjacent street.

- *Section 2.14 is replaced with the following:*

2.14 "Protected Tree" shall mean any tree either specifically identified on the Individual Lot Maps recorded as part of this Declaration, or designated by the Declarant and an Owner in accordance with Section 8.1.

- *Section 3.1 is replaced with the following:*

3.1 Construction Timetables. Vacant Lots must be mowed and maintained prior to construction, to present a neat appearance and to reduce the risk of fire. Grass height shall be kept under eight inches (8") at all times. Within eighteen months (18 months) of the initial sale of any Lot by the Declarant, the Owner of that Lot must secure a building permit for a new home meeting the requirements of this Declaration. The exterior of any construction, addition or alteration must be completed within one (1) year of issuance of the building permit, so as to present

a finished appearance when viewed from any angle. Landscaping between the street and the front wall most distant from the street must be completed within one (1) year of the initial occupancy of the dwelling, but not to exceed three (3) years from issuance of the building permit. Landscaping on the remainder of the Lot must be completed within two (2) years of the initial occupancy of the dwelling, but not to exceed four (4) years from issuance of the building permit.

- *Section 3.2 is replaced with the following:*

3.2 Required Contractor's Registration. Construction of the residential structure and all underground utilities shall be done by a general contractor registered with the Oregon Construction Contractors Board. Provided, however, that the general contractor may allow subcontractors or the Owner to do some or all of the work, and the above requirements shall not apply to those parties, so long as the general contractor remains legally responsible and liable for their activities. On all Lots other than the initial phase of Sunridge Subdivision (Lots 1-16) only those general contractors approved in writing by the Declarant may work on the Lots during the Development Period. The Owner must obtain such approval prior to beginning construction on a Lot. Declarant's approval of a given general contractor for one Lot shall not constitute approval for any other Lot; a separate approval must be obtained for each and every Lot. Declarant shall have the right, in its absolute and sole discretion, to deny approval to any general contractor, Declarant's approval of that contractor for an earlier project notwithstanding.

- *A new Section 3.7 is added, it shall read as follows:*

3.7 Erosion Control. Bare soil shall not be left exposed for more than ten (10) days from October 15 through June 15. Dirt stockpiles shall be covered with plastic or other waterproof material secured to the ground by stakes or weights. Exposed ground shall be mulched with at least two inches (2") of straw, hay, bark, sawdust, compost or other appropriate material. Runoff water must be controlled so that soil or other materials are not washed off the Lot, and so that damage to adjacent Lots and/or city facilities does not occur.

- *A new Section 3.8 is added, it shall read as follows:*

3.8 Falling Object Control. Owners are cautioned that rocks, logs and other debris encountered during construction activities could be dislodged and roll off the Lot, endangering persons and property below. Owners shall at all times be responsible for controlling the motion of all objects on the Lot. Owners shall ensure that protective measures, including, but not limited to, conscientious control of all materials during excavation, fences and berms to stop dislodged materials, and tethering of felled trees, shall be utilized whenever required to mitigate the hazards of falling objects. During construction, the Owner shall also ensure that all persons at work on the Lot are aware of the risk of falling objects and the need for protective measures, and shall be fully responsible for any failure on the part of said persons to control falling objects.

- *A new Section 4.5.14 is added, it shall read as follows:*

4.5.14 Glyphosate, or N-(phosphonomethyl)glycine, also known by the proprietary names "Roundup", "Rodeo" and "Accord".

- *Section 4.7 is replaced with the following:*

4.7 Full Cut-Off Lighting. Lighting which sends light upward into the sky and/or outwards onto neighboring properties can be an ineffective, wasteful manner of lighting, and a serious annoyance to the occupants of said properties. Consequently, all indoor and outdoor lighting fixtures rated at two (2) watts of power or more must prevent upward distribution of light into the sky, and also upward, horizontal and/or downward light trespass onto surrounding property.

Lighting fixtures shall be directed and/or shielded so as to confine the light to the target area, and within the boundaries of the Lot. In addition, the lamp or bulb attached to the fixture must not be visible beyond the boundaries of the Lot. Outdoor lights with translucent or "frosted" sides that glow with light, mercury vapor lamps, searchlights, and continuously flashing lights are expressly prohibited. Provided, however, that temporary decorative holiday lighting which does not meet the foregoing requirements is allowed, so long as the lamps use ten (10) watts of power or less. Further provided, that prior to 11:30 p.m., lights not meeting the above standard may be used to illuminate outdoor activities in which one or more people are actually present outside the home.

- *Section 4.8 is replaced with the following:*

4.8 Landscaping. Landscaping shall be established and continuously maintained on every part of every Lot, including the area that lies within the city right-of-way. All Landscaping must comply with the requirements of Section 5.2: Height Restriction. At all times, the Landscaping shall appear well groomed and deliberate, and shall be kept free of weeds and invasive plants.

4.8.1 Owners are not required to irrigate lawns, as grasses are naturally dormant during hot summer months. Outdoor watering, especially of lawns, is the predominant use of potable water in urban areas. There is a growing need, both locally and nationally, to find ways to conserve potable water for more important purposes. Consequently, this Declaration shall not be construed to require irrigation-dependant Landscaping. Water conservation techniques that utilize principles such as limited use of lawn areas, drought tolerant and/or native plants, reduced pruning and mowing, and generous use of mulch are encouraged.

4.8.2 Bare soil shall not be left exposed for more than ten (10) days from October 15 through June 15. If permanent Landscaping has not been established by October 25, then the area shall be seeded with grass or other ground cover, and mulched with at least two inches (2") of straw, hay, bark, compost or other appropriate material.

4.8.3 While mulching is encouraged, mulch is not a substitute for required Landscaping. Mulch may be used only as a finishing treatment to planted areas, and may cover no more than 50% of any given one hundred square foot area. Mulch under the drip line of a tree or shrub shall not be counted as mulched area. Provided, however, that mulch may cover more than 50% of such an area during the first five (5) years after the area is planted, if the plantings are of a density and species type that can be reasonably expected to cover at least 50% of the area with foliage within five (5) years.

4.8.4 Use of invasive plant species invariably leads to their subsequent escape onto neighboring private property and public sites. Control measures are costly and often involve extensive herbicide use. Therefore, none of the following plants, nor any other plant identified in the future as highly or moderately invasive in the Southern Willamette Valley by the Native Plant Society of Oregon shall be planted or allowed to remain:

- Arum italicum* (arum)
- Acer platanoides* (Norway maple)
- Aesculus hippocastanum* (horse chestnut)
- Ailanthus altissima* (tree-of-heaven)
- Alliaria petiolata* (garlic mustard)
- Anchusa azurea* (anchusa, common bugloss)
- Brachypodium sylvaticum* (false-brome)
- Buddleia davidii* (butterfly bush)
- Clematis vitalba* (traveler's-joy)
- Corylus avellana* (European hazel, filbert)

*Cotoneaster* spp. (cotoneasters)  
*Crataegus monogyna* (English hawthorn)  
*Cytisus scoparius* (Scot's broom)  
*Daphne laureola* (spurge laurel)  
*Digitalis purpurea* (foxglove)  
*Genista monspessulana* (broom)  
*Geranium lucidum, robertianum* (shining crane's-bill, herb Robert, stinky Bob)  
*Glechoma hederacea* (ground ivy, creeping Charlie)  
*Hedera helix* (English ivy)  
*Hypericum perforatum* (St. John's wort)  
*Ilex aquifolium* (English holly)  
*Impatiens glandulifera* (policeman's helmet)  
*Inula helenium* (alant, elecampane)  
*Iris pseudacorus* (yellow flag iris)  
*Juniperus virginiana* (eastern redcedar)  
*Leucanthemum vulgare* (oxeye daisy)  
*Lamium galeobdolan* (yellow archangel)  
*Lathyrus latifolius* (sweet, perennial or everlasting pea)  
*Ligustrum vulgare* (common privet)  
*Linaria genistifolia, dalmatica, vulgaris* (dalmation toadflax, butter and eggs)  
*Lotus corniculatus* (birdsfoot trefoil)  
*Lunaria annua* (honesty, money plant)  
*Lythrum salicaria* (purple loosestrife)  
*Lysimachia nummularia* (moneywort)  
*Mentha pulegium* (pennyroyal)  
*Melissa officinalis* (lemon balm)  
*Myosotis scorpioides* (common forget-me-not)  
*Myriophyllum* spp. (parrot's feather, Eurasian milfoil)  
*Paulownia tomentosa* (empress tree)  
*Phalaris aquatica, arundinacea* (Harding grass, reed canarygrass)  
*Polygonum cuspidatum, cuspidatum x sachalinense* (Japanese knotweed)  
*Prunus laurocerasus* (English laurel)  
*Prunus lusitanica* (Portugal laurel)  
*Prunus avium* (sweet cherry)  
*Prunus cerasifera, domestica, spinosa* (Thundercloud plum, domestic cherry, sloe)  
*Pueraria lobata, montana var. lobata* (kudzu)  
*Pyracantha* spp. (firethorn)  
*Ranunculus ficaria* (lesser celandine)  
*Ranunculus repens* (creeping buttercup)  
*Robinia pseudoacacia* (black locust)  
*Rorippa nasturtium-aquaticum* (watercress)  
*Rosa eglanteria* (sweet-briar)  
*Rosa multiflora* (multiflowered rose)  
*Rubus armeniacus* (Armenian blackberry, Himalaya blackberry)  
*Rubus laciniatus* (evergreen blackberry)  
*Securigera (Coronilla) varia* (crown vetch)  
*Solanum dulcamara* (bittersweet nightshade)  
*Sorbus aucuparia* (European mountain-ash)  
*Umbellularia californica* (California bay laurel, myrtlewood)  
*Ulex europaeus* (gorse)  
*Verbena bonariensis* (Brazilian verbena)  
*Vinca major, minor* (periwinkle, vinca)

- Section 4.10 is replaced with the following:

4.10 Protected Trees. Certain trees are noted on the attached Individual Lot Maps as "Protected Trees". From time to time, the Declarant and an Owner may designate an additional Protected Tree, in accordance with Section 8.1. Protected Trees are specimen trees that have been examined by an Arborist and found to be in good health. Protected Trees will enhance the value and desirability of the neighborhood. To increase the likelihood that these important trees will survive for years to come, the following measures are required:

4.10.1 Prior to equipment mobilization, excavation, grading, trenching, clearing or building of any sort on any Lot, fencing shall be placed around each Protected Tree at least five feet (5') outside of the drip line. During the Development Period, written approval of said fencing shall be obtained from the Declarant, and appropriate "Warning Notices" supplied by the Declarant shall be placed and maintained on the fencing advising that no oils, gas, chemicals, liquid waste, solid waste, concrete washout, construction machinery or construction materials shall be allowed within the drip line of the Protected Tree, for any length of time. Further, no one shall enter the fence perimeter except to monitor the health of the Protected Tree.

4.10.2 Grade changes, excavation, trenching, cutting, filling, or any other sort of disturbance to the soil within five feet (5') of the drip line of a Protected Tree is expressly prohibited. However, mulch may be placed under the Protected Tree, provided that the mulch layer does not exceed two inches (2") in depth.

4.10.3 During grading, excavation and trenching, if any roots of a Protected Tree over 1 inch (1") in diameter are encountered, they shall be cut off cleanly with a sharp handsaw or loppers.

4.10.4 Drainage shall not be conveyed to any area within the drip line of a Protected Tree, and finished grades shall slope away from the trunks to avoid concentrating water around the Protected Tree.

4.10.5 No irrigation, fertilization, or application of Pesticides or any other foreign substance shall ever be permitted within the drip line of a Protected Tree, except as may be prescribed in writing by an Arborist.

4.10.6 Except for removal of dead limbs and trimming of "ladder" branches as prescribed by Section 4.9.3, no Protected Tree may be limbed, trimmed or otherwise altered without written concurrence from an Arborist that such activities will not harm the Protected Tree.

4.10.7 If a Protected Tree becomes dangerously diseased or weakened, it may be removed, provided that the Owner first obtains a written opinion from an Arborist which states that the Protected Tree is so diseased and/or weakened that collapse of all or part of the Protected Tree is likely, and that there is no feasible alternative to removal (i.e. cabling the trunks, pruning, etc). If a Protected Tree dies, it shall be removed within three (3) months. Within one (1) year of the removal of a Protected Tree, it shall be replaced with a young tree of the same species, or alternatively quercus garryana (Oregon white oak) or pinus ponderosa (ponderosa pine), within five feet (5') of the location of the original Protected Tree; provided, however, that an alternate location is acceptable if a written concurrence is signed by all the record owners of any Lots or Future Development Property located so that the replacement tree, when fully mature, will be capable of intruding into the view of Dexter Lake from said Lots or Future Development Property. The replacement tree shall be considered a Protected Tree.

4.10.8 Declarant has caused some multiple-trunked Protected Trees to be cabled by an Arborist. Owners of cabled Protected Trees must keep the cables in good working order at all times, and shall not remove, alter or damage the cables, without written advice from an Arborist that said cables are no longer necessary.

- *Section 4.11 is replaced with the following:*

4.11 Drainage. All Owners shall maintain in proper working order all drainage structures constructed on their Lots and shall ensure that the water from said drainage structures flows as prescribed on the Individual Lot Maps. Unless authorized by said Individual Lot Maps, discharge of concentrated water onto another Lot is expressly prohibited. In order to reduce the likelihood of drainage problems, the following drainage structures are required and shall be installed prior to or concurrently with construction of a residence on each Lot:

4.11.1 Cut-off drain. To capture surface sheet flows of rainwater, cut-off (curtain) drains shall be installed by the Owner in the locations shown on the Individual Lot Map for that particular Lot. Provided, however, that if no cut-off drain is shown on a given Individual Lot Map, then none is required. Said drains shall consist of: i) a trench a minimum of 12" wide and 12" deep; ii) a 3" perforated pipe laid at the bottom of the trench; and iii) one-half to three-quarter inch diameter round rock backfill for the trench which is mounded at least two inches higher than the surrounding undisturbed ground. No filter fabric shall be used. Alternatives that are equivalent to the above-described pipe and rock may be used if approved in writing by the Architectural Review Committee. The cut-off drain shall be discharged in the manner provided on the Individual Lot Map. In some cases, special foundation drains with round gravel backfill extending from the footing to the surface of the ground can be substituted for the required curtain drain; this will be indicated on the Individual Lot Map.

4.11.2 Foundation drain. A 3" perforated pipe, together with at least one foot of round gravel backfill, shall be placed so as to drain the ground directly under the footings of the structure. No filter fabric shall be used. Foundation drains shall be discharged to the location shown on the Individual Lot Map.

4.11.3 Roof, driveway and patio drains. All water falling on impervious surfaces shall be collected and piped to the location shown on the Individual Lot Map. Provided, however, that up to three hundred (300) square feet of impervious surface on any Lot may instead be allowed to drain to the adjacent ground surface.

4.11.4 Cutbank drains. An additional drain, constructed as for "cut-off drains" above, is required at the base of any cutbank which removes more than two feet of soil from the natural grade, as measured at the base of the cut. Cutbank drains shall be discharged to locations shown on the Individual Lot Maps.

4.11.5 Acceptance of concentrated runoff. If a location for concentrated storm water runoff discharge from an adjacent Lot is shown on the Individual Lot Map, the Owner of the Lot receiving the discharge shall accept the runoff and pipe it to the City storm water system, just as if the runoff was gathered from said receiving Owner's Lot. The Owner of each Lot remains responsible for maintaining all piping located thereon.

- *Section 4.12 is replaced with the following:*

4.12 Grading. Cutbanks are unsightly, can cause chronic drainage problems, and create areas that are often difficult to revegetate. Fills are also unsightly, and can become saturated with water and become unstable. Consequently, permanent changes in grade are not allowed unless

pre-approved by the Architectural Review Committee in accordance with Article 7. A "permanent change in grade" means an alteration of the natural grade that remains visible after the project is complete, but does not include excavations that are later filled with soil or structures, as for a foundation or basement. Cuts and fills shall conform to the following requirements:

4.12.1 The face of unretained cuts and fills must not exceed 50% slope, or two horizontal units for each vertical unit. All cuts and fills must be promptly re-vegetated or faced with natural stone to control erosion and reduce unsightliness.

4.12.2 If a retaining wall exceeds four feet (4') in height, it must be designed by a registered professional engineer.

4.12.3 Additional drainage structures must be installed as specified in Section 4.11.4: Cutbank Drains.

- *Section 5.2 is replaced with the following:*

## 5.2 Height Restriction

5.2.1 Height restriction for Improvements. An Elevation Limit is established for each Lot by a listing on the Individual Lot Map associated with that particular Lot. Elevation Limits are expressed as a height above mean sea level, and not as a height above the ground surface. No Owner shall allow any Improvement to exceed the Elevation Limit.

5.2.2 Height restriction for plants and Landscaping. Except for Protected Trees either specifically identified on the Individual Lot Maps recorded as part of this Declaration, or designated by the Declarant and an Owner in accordance with Section 8.1, no Owner shall allow any plant or Landscaping to exceed six feet (6') in height on the Lot, including the area that lies within the adjacent street right-of-way. Plants with mature heights of over six feet (6') may be planted or maintained, if the Owner maintains the plants at under six feet (6') in height at all times. Provided, however, that plants and Landscaping may exceed the six-foot height limit to the extent allowed by any variances granted under Section 8.1 Variances During the Development Period, or Section 8.2 Variances After the Development Period.

5.2.3 Improvements made after the Development Period, whether to replace a pre-existing Improvement or to add a new Improvement, may not have a greater adverse impact on views of Dexter Lake from the surrounding Lots than did the Improvements approved under Article 7: Architectural Review. Owners contemplating such Improvements are strongly advised to review their plans with the Owners of all surrounding Lots that could be affected by the planned Improvements, to ensure there will be no objections. For a replacement Improvement, retention of as many features of the original Improvement as possible, such as roof section design and heights, and overall size and location of Improvements on the lot, will help minimize potential adverse impacts on views. For new Improvements, careful consideration of the potential effects on neighboring Lots is strongly advised.

5.2.4 Variances. Notwithstanding the foregoing, certain Improvements and Landscaping may exceed the Elevation Limit if a written Variance for each such object is recorded pursuant to Sections 8.1: Variances During the Development Period or 8.2: Variances After the Development Period.

- *Section 5.8 is replaced with the following:*



5.8 Driveways and Sidewalks. Where required by the City of Lowell in Sunridge Subdivision's final approval, each Owner shall construct a five foot (5') wide concrete sidewalk along the entire street frontage of the Lot, prior to completion of the exterior of the residential structure. Said sidewalk must meet the approval of the City of Lowell, which will own and maintain the sidewalk. Each Owner shall construct and maintain at least two uncovered off-street parking spaces for the Lot, in addition to the required two-car garage. Spaces shall be at least eighteen feet (18') long, and may be part of the driveway. All driveways shall be concrete, brick, or masonry paver.

- *Section 5.9 is replaced with the following:*

5.9 Fencing. All fencing must be of good craftsmanship and built straight both vertically and horizontally. Wood fences must have either naturally rot-resistant posts, or treated posts meeting the requirements of Section 4.6: Chemically Treated Wood in Perimeter Fences. Boards must be dimensionally stable and free of open knot holes, and shall not have noticeable warp, twist, buckle or wane. Chain link fences are prohibited, unless under four feet (4') in height and screened from view by vegetation of a density and type that will completely cover the fence within three (3) years after the fence is erected. Pallet fences, barbed wire and wire mesh fences are expressly prohibited. Hedges along property lines must be approved in writing by adjoining Owners prior to planting, and shall be maintained by both parties thereafter. Fences must either be natural wood color, dark tan, dark grey, brown or green. White, light tan, blue, red, yellow, orange, black and purple fences are expressly prohibited. Fencing may not exceed six feet (6') in height, except that in the front twenty feet (20') of the Lot, fencing may not exceed three feet (3') in height.

- *Section 5.12 is replaced with the following:*

5.12 Tanks and Mechanical. All tanks larger than five (5) gallons, and all other equipment and apparatus, such as air conditioners and heat pumps, must either be buried underground or be completely screened from view on all sides, including the top, by vegetation, fencing or other appropriate enclosure. Provided, however, that air conditioners and heat pumps need not be screened if the equipment is colored in natural tones such as dark tan, brown, green or dark gray. All noise producing equipment and apparatus must be set back at least twenty feet (20') from the property line, except that no setback is required along a property line abutting a public street or a panhandle driveway. Provided, however, that equipment with a manufacturer's sound rating of 70 decibels (7.0 bels) or less may be within two feet (2') of the property line; equipment with a manufacturer's sound rating of 71 or 72 decibels (7.1 or 7.2 bels) may be within five feet (5') of the property line; and equipment with a manufacturer's sound rating of 73 or 74 decibels (7.3 or 7.4 bels) may be within ten feet (10') of the property line. Lesser distances are allowed only if agreed to in writing by the adjacent Owner(s). Such agreements must be duly recorded in the Lane County Real Property Records. Proof of the manufacturer's sound rating must be provided upon request to adjacent Owners or to the Declarant. Central vacuums and noise-producing furnaces that exhaust outside the home must be muffled. Window-mounted air conditioners are not allowed.

- *A new Section 5.14 is added, it shall read as follows:*

5.14 Coverings for Cuts and Fills. Natural basalt stone shall be used for all retaining walls, coverings for cuts and fills, planter bed edging, terracing, and similar uses. Use of any other type of landscaping element, such as wood, plastic, concrete, brick or other masonry, is prohibited. Provided, however, that incidental decorative use of natural wood is allowed, such as an unusual piece of driftwood.

- *Section 7.2 is replaced with the following:*

7.2 Architectural Review Required. During the Development Period, no Improvement shall be commenced, erected, altered or maintained upon any Lot unless and until the Improvement is approved in writing by the ARC as described in this Article 7. Provided, however, that walls, excavations and earthwork less than twenty four inches (24") in height or depth, fences, patios and decks are considered minor and shall not require prior ARC approval. Plans for Improvements requiring a building permit may not be submitted to the City of Lowell, or any other permitting agency, until such plans have been first been approved by the ARC. Only plans bearing the ARC's approval may be submitted for building permit review, and only ARC-approved plans may be present on the jobsite as the working plans.

- *Section 7.3 is replaced with the following:*

7.3 Scope of Review. This Declaration contains provisions that dictate objective qualities of proposed Improvements. However, in order to preserve the value, attractiveness, livability and desirability of the Sunridge Subdivision and the Future Development Property, certain subjective qualities must also be controlled, such as exterior colors, window and deck placement, roof design, proportions and bulk, quality and use of materials, changes in the natural grade of the land, and the overall harmony of the general design, type, style, size and location of proposed Improvements with the topography of Sunridge Subdivision and the Future Development Property, and with other contemplated or existing Improvements. However, descriptions of desirable subjective qualities are difficult to reduce to writing without unreasonably limiting the creativity of individual builders. Therefore, the ARC shall review the subjective aspects of proposed Improvements, as generally described above, and shall use its judgment to determine whether or not said Improvements will make a positive contribution towards the value, attractiveness, livability and desirability of the Sunridge Subdivision and the Future Development Property, without detracting from same. The ARC may, in its sole and absolute discretion, withhold or condition its approval of any proposed Improvement if it finds the Improvement does not meet the foregoing standard. The ARC may maintain a portfolio containing examples of subjective qualities the ARC deems desirable, and use it as a guide when making decisions. At its discretion, the ARC may also choose to review proposed Improvements for compliance with some or all of the other provisions of this Declaration, and may withhold approval upon a finding of noncompliance. However, such a review by the ARC shall not relieve the Owner of the responsibility to ensure that all Improvements are constructed and maintained in compliance with the entirety of this Declaration. Variances and Temporary Exemptions may be granted only as provided in the following Article 8: Variances and Temporary Exemptions, and may not be granted by the ARC.

- *Section 7.7 is replaced with the following:*

7.7 Post-Development Period Improvements. After the Development Period, the ARC shall be automatically dissolved, and ARC approval shall no longer be required prior to construction of Improvements. Improvements must still comply with all other provisions of this Declaration, excepting only this Article 7. However, Improvements approved by the ARC, but not completed prior to the ARC's dissolution, must be completed in compliance with the ARC's approval.

- *A new Section 7.8 is added, it shall read as follows:*

7.8 Conditional Approvals and Inspections. The ARC may approve an application subject to certain conditions specified in the approval letter. The ARC may also require that compliance with certain provisions of the approval, or with other provisions of this Declaration, be demonstrated by passing an inspection prior to covering or completing the Improvement. Examples of Improvements that may need to be inspected include, but are not limited to, foundation drains, cut-bank drains, and forming for concrete driveways prior to pouring. The ARC may designate one or more ARC members to perform inspections. Improvements subject to an ARC inspection requirement may not proceed without written ARC approval.

- *Section 8.1 is replaced with the following:*

8.1 Variations During the Development Period. During the Development Period, the Declarant shall have the right, in its absolute and sole discretion, to permanently waive any or all of the Restrictions found in the following sections: 3.1: Construction Timetables, 3.2: Required Contractor's Registration, 4.10: Protected Trees, 4.11: Drainage, 4.12: Grading, all of Article 5: General Architectural Restrictions, and Section 6.3: Storage and Parking. Declarant may choose to make such Variations for one Lot only, for some Lots and not for others, or for all Lots. Variations shall be in writing, shall specify exactly which Restrictions are modified or waived, shall specify which Lot or Lots are affected by the Variance, shall be signed by the Declarant, and shall be duly recorded in the Lane County Real Property Records. In exchange for receiving a Variance on a Lot, an Owner may agree to accept certain new Restrictions; for example, a Variance allowing a certain tree to exceed the Elevation Limit may also designate that tree as a Protected Tree. In such cases, said Owner shall also sign the Variance.

- *Section 8.2 is replaced with the following:*

8.2 Variations After the Development Period. After the Development Period, no Variations may be granted except for Section 5.2: Height Restriction. Such a Variance must be signed by all the record owners of any Lots or Future Development Property located so that the object in question is capable of intruding into the view of Dexter Lake from said Lots or Future Development Property. The Variance may specify an alternate Elevation Limit for the object or objects covered by the Variance. The Variance shall be duly recorded in the Lane County Real Property Records.

- *Section 9.1 is replaced with the following:*

9.1 Who May Enforce. This Declaration shall inure to the benefit of, and be enforceable by, the record owner or owners of any portion of the Sunridge Subdivision and/or the Future Development Property, and the legal representatives, heirs, successors or assigns of owners of interests in any such land. Provided, however, that because Section 4.11: Drainage and Section 5.8: Driveways and Sidewalks contain requirements which are conditions of Sunridge's development approval, these two sections may also be enforced by the City of Lowell. Sunridge Subdivision shall include the Sunridge Subdivision as initially created and as it may have been subsequently enlarged by any additions pursuant to Article 10. A failure, either by said owners, or their legal representatives, heirs, successors or assigns, or by the City of Lowell, to enforce any or all provisions of this Declaration in one or more instances shall in no event be deemed a waiver of the right to enforce such provision(s) thereafter. The Restrictions established by this Declaration are intended to be real and not personal.

- *Section 9.5 is replaced with the following:*

9.5 Liquidated Damages (Relief for Past Harm). If the arbitrator finds that a violation of this Declaration occurred, the arbitrator shall, at a minimum, award to the enforcing party or parties liquidated damages as follows:

9.5.1 For a violation of Section 3.5: Concrete Washout or Section 6.7: Burning, liquidated damages shall be five hundred dollars (\$500) per occurrence.

9.5.2 For a violation of Section 4.5: Outdoor Use of Certain Pesticides or Section 4.3: Storm Drain Dumping, liquidated damages shall be one thousand dollars (\$1,000) per occurrence.

9.5.3 For a violation of Section 4.10: Protected Trees, if the violation(s) result in the death of a Protected Tree, liquidated damages shall be five thousand dollars (\$5,000) per Protected Tree.

9.5.4 For a violation of Section 6.6: Derogation of Laws, no liquidated damages are required.

9.5.5 For a violation of any other Restriction, liquidated damages shall be two hundred dollars (\$200), plus an additional one hundred dollars (\$100) for each day that passes from the time the written demand was first delivered to the Owner in question, to the time the violation has been fully corrected.

- Section 11.2 is replaced with the following:

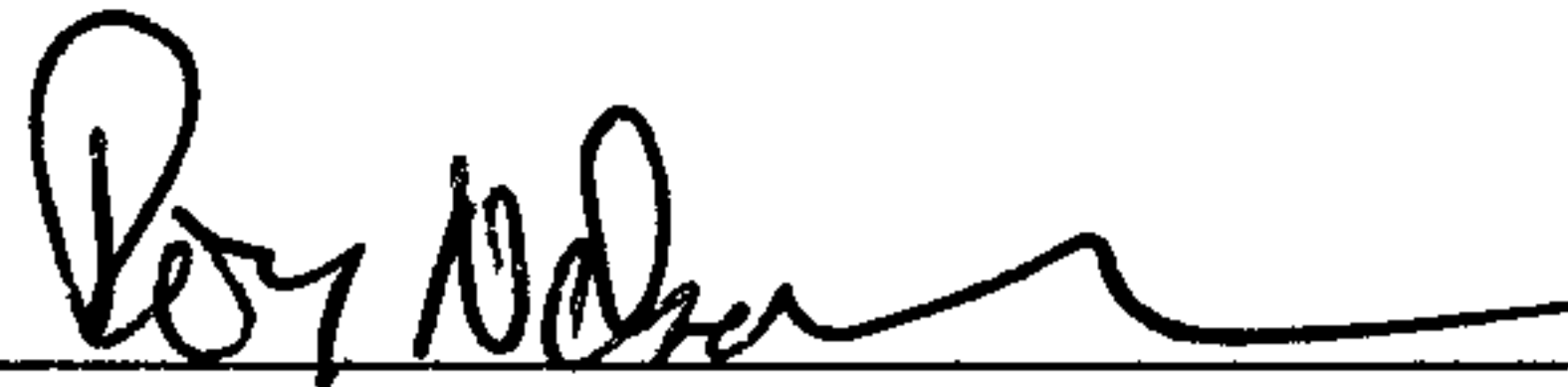
11.2 Limitation of Liability. Neither the Declarant nor any member of the ARC shall be liable for damages to any party regarding a request for general contractor approval under Section 3.2: Approval of General Contractor, a request for ARC approval of Improvement plans under Article 7: Architectural Review, or a request for Declarant's approval of a Variance under Section 8.1: Variances During the Development Period, by reason of the Declarant's or the ARC's approval or disapproval of said requests, failure to act on said requests, or any other action or failure to act regarding said requests.

By executing and recording these amendments, the undersigned intend that all of Sunridge Subdivision continue to be held, sold and conveyed subject to and restricted by the Declaration, as amended by the foregoing changes.

DATED this 12<sup>th</sup> day of January, 2005:



Shade Tree, Inc. by Mia Nelson, President



Roy Nelson



Mia Nelson



Richard Johnson

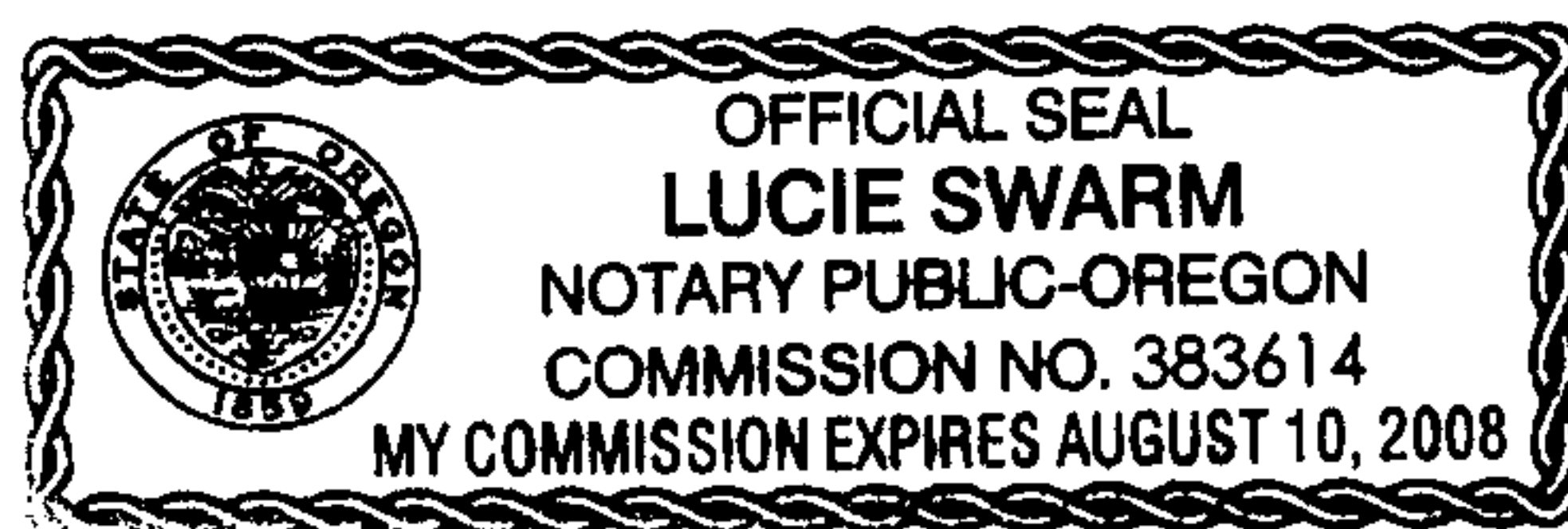
STATE OF OREGON, County of Lane, ss.

On this 12<sup>th</sup> day of January, 2005, personally appeared the above named Mia Nelson, and did say that she is the President of Shade Tree, Inc. and that this instrument was signed on behalf of the corporation and by the authority of its board of directors, and acknowledged the foregoing instrument to be her voluntary act and deed. On this 12<sup>th</sup> day of January, 2005, personally appeared the above named Roy Nelson, Mia Nelson and Richard Johnson, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Notary Public for Oregon

My Commission Expires: 8/10/08



For LOT 1:

Russell WARD  
Russell WARD



STATE OF OREGON )  
                                  ) ss.  
County of Lane )

On this 22 day of January, 2005, personally appeared the above named Russell WARD, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

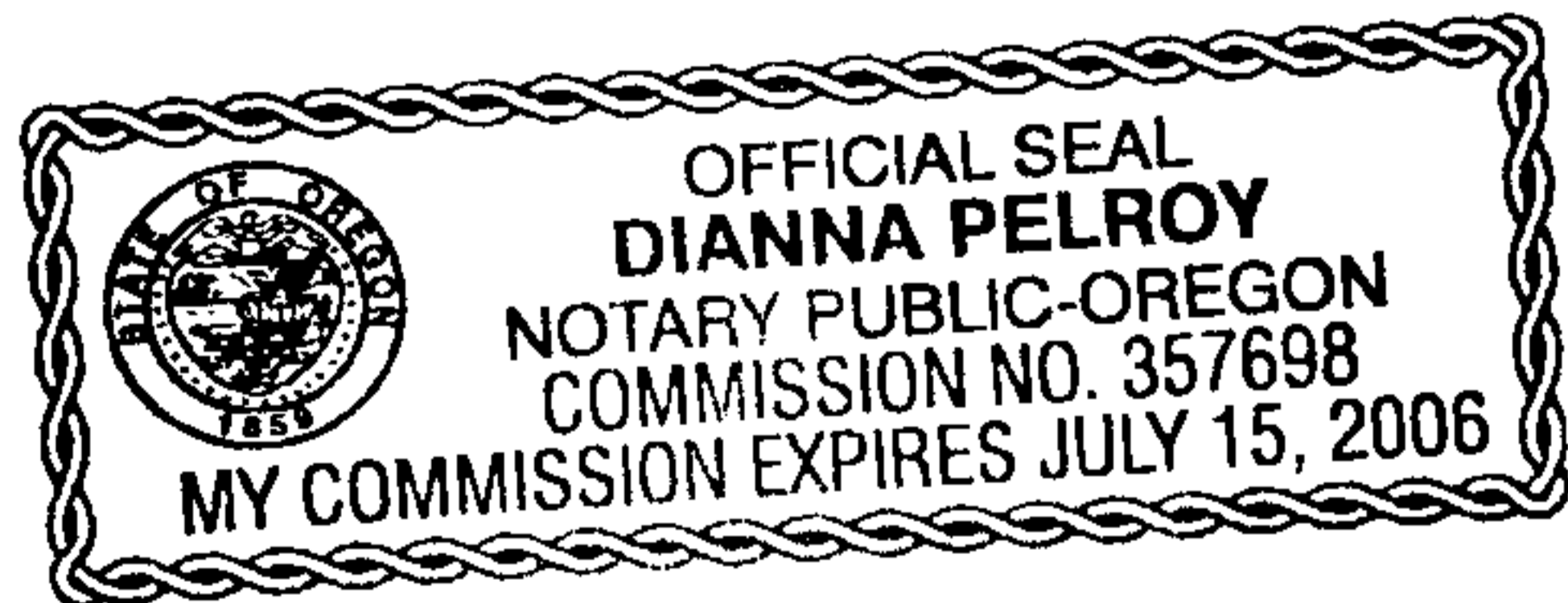
Dianna Pelroy  
Notary Public for Oregon  
My Commission Expires: July 15, 2006

Mandy Stuhman  
Mandy Stuhman

STATE OF OREGON )  
                                  ) ss.  
County of Lane )

On this 22nd day of January, 2005, personally appeared the above named Mandy Stuhman, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

Dianna Pelroy  
Notary Public for Oregon  
My Commission Expires: July 15, 2006



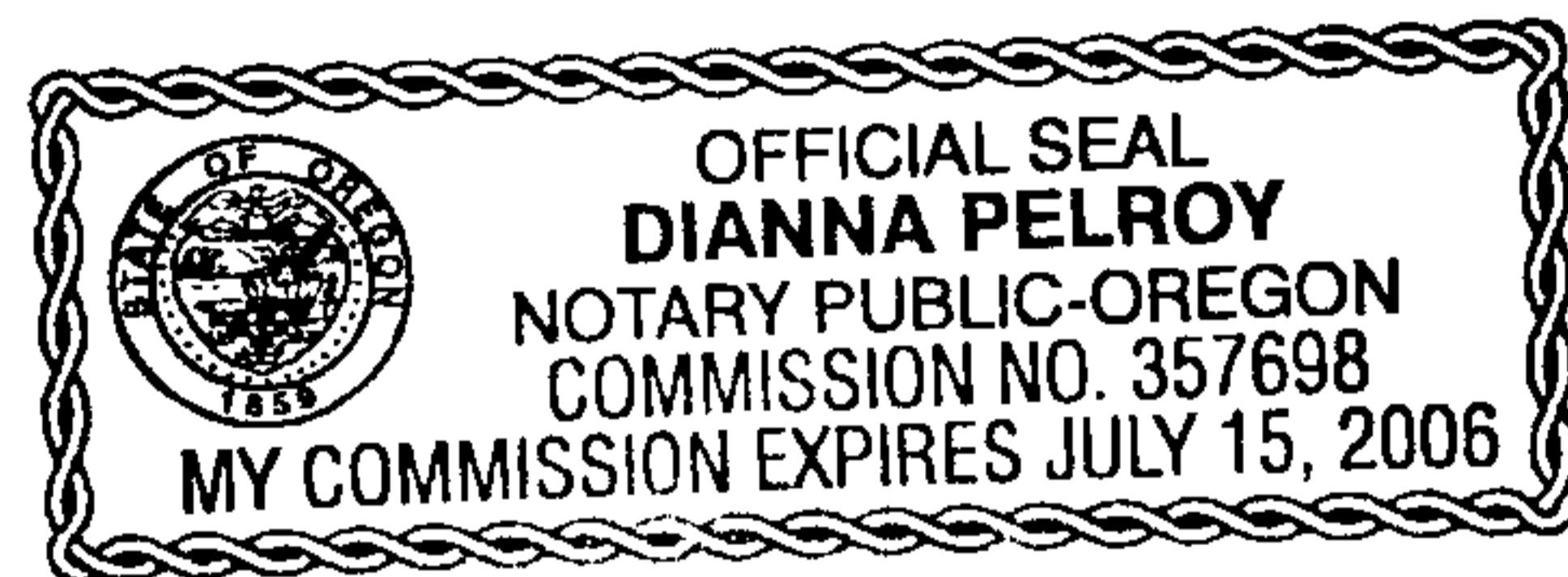
For LOT 3 and LOT 14:

Ryan E. Alexander  
Ryan Alexander

STATE OF OREGON    )  
                                  ) ss.  
County of Lane        )

On this 22<sup>nd</sup> day of January, 2005, personally appeared the above named Ryan Alexander, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

Dianna Pelroy  
Notary Public for Oregon  
My Commission Expires: July 15, 2006

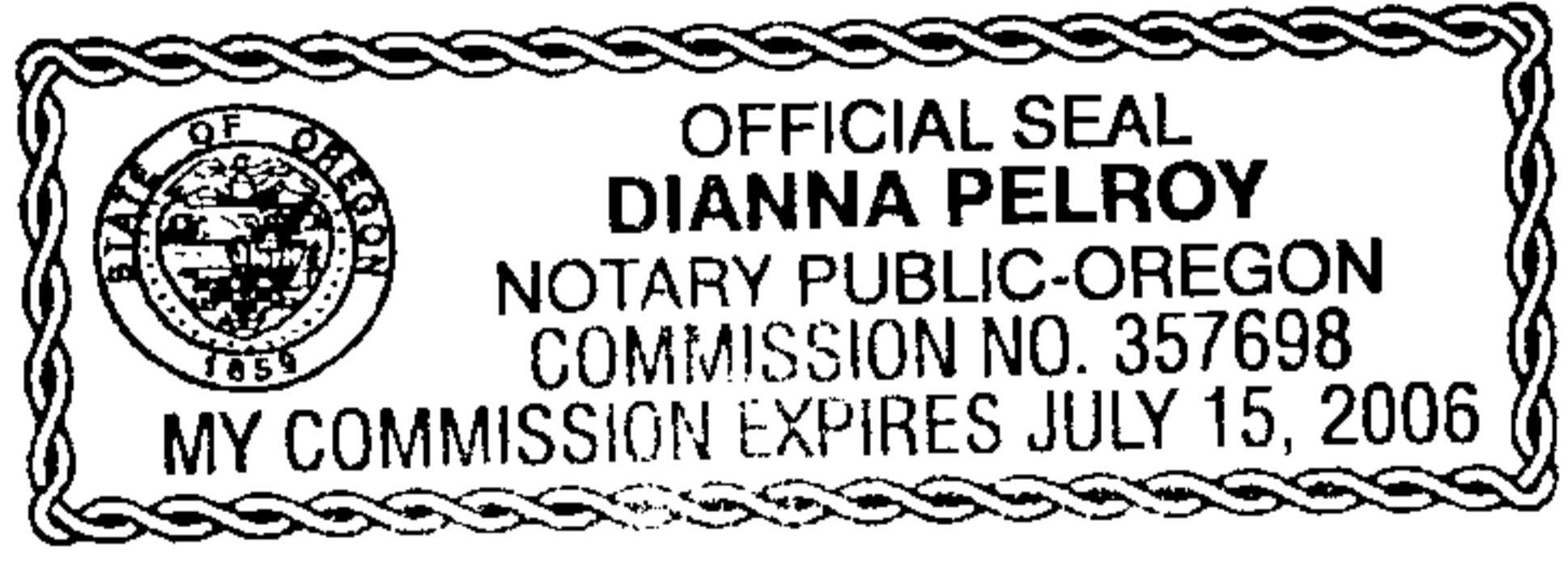


Lynette Alexander  
Lynette Alexander

STATE OF OREGON    )  
                                  ) ss.  
County of Lane        )

On this 24<sup>th</sup> day of January, 2005, personally appeared the above named Lynette Alexander, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

Dianna Pelroy  
Notary Public for Oregon  
My Commission Expires: July 15, 2006



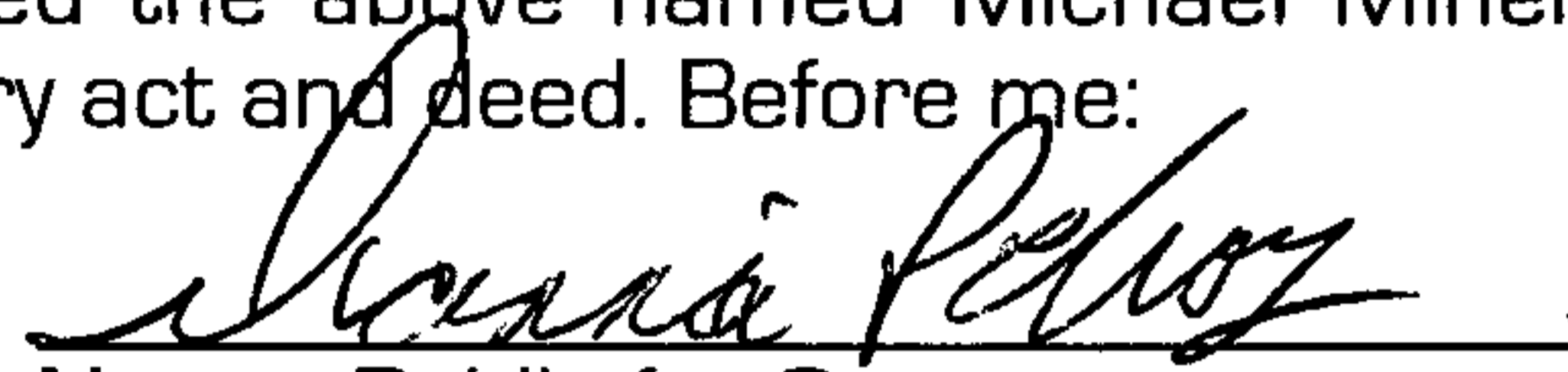
For LOT 5:

  
Michael Miner



STATE OF OREGON    )  
                                  ) ss.  
County of Lane        )

On this 30<sup>th</sup> day of January, 2005, personally appeared the above named Michael Miner, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

  
Notary Public for Oregon  
My Commission Expires: July 15, 2006

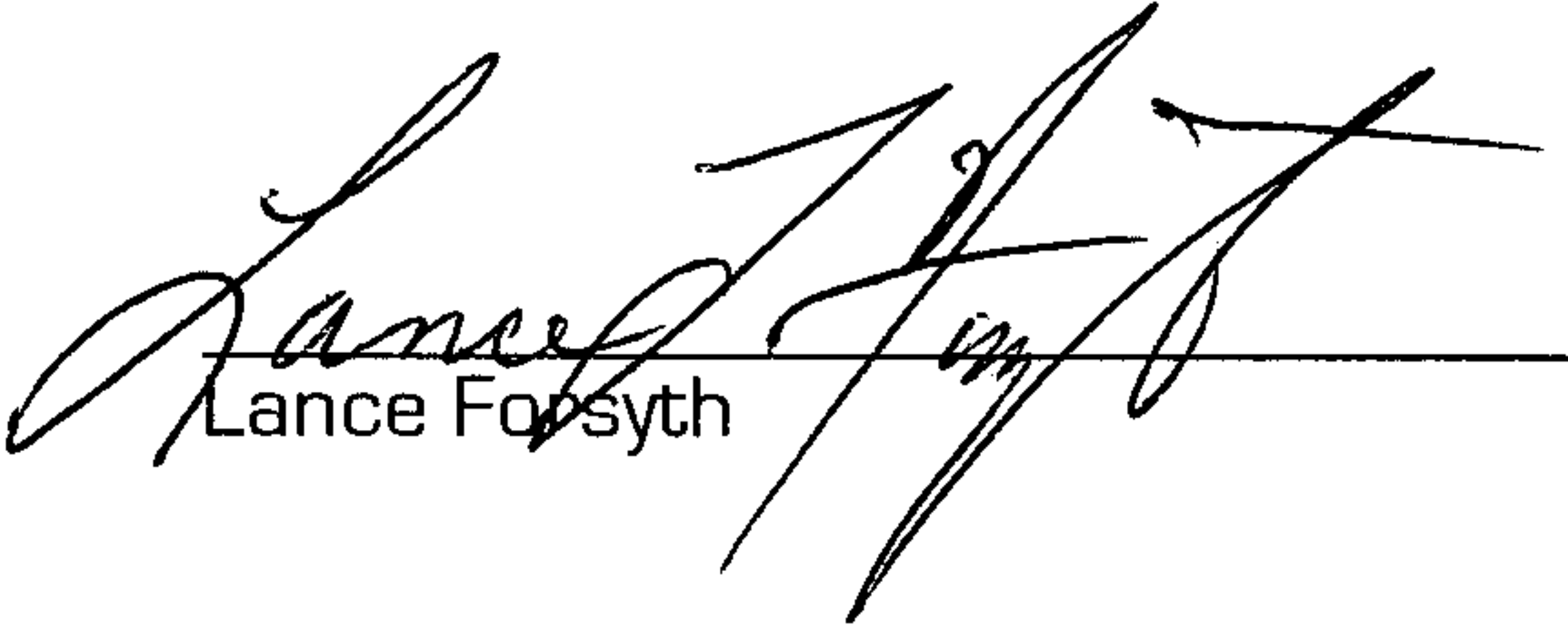
~~\_\_\_\_\_  
Janeene Scheidt~~

~~STATE OF OREGON    )  
                                  ) ss.  
County of Lane        )~~

~~On this \_\_\_ day of January, 2005, personally appeared the above named Janeene Scheidt, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:~~

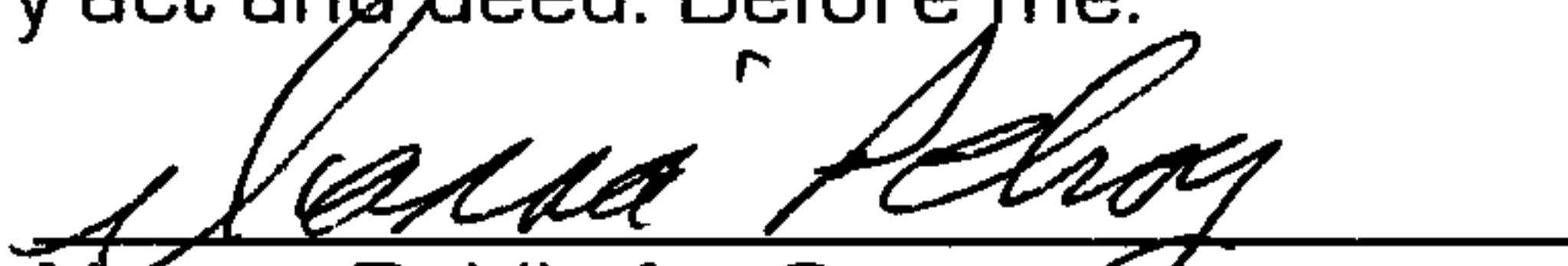
~~\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_~~

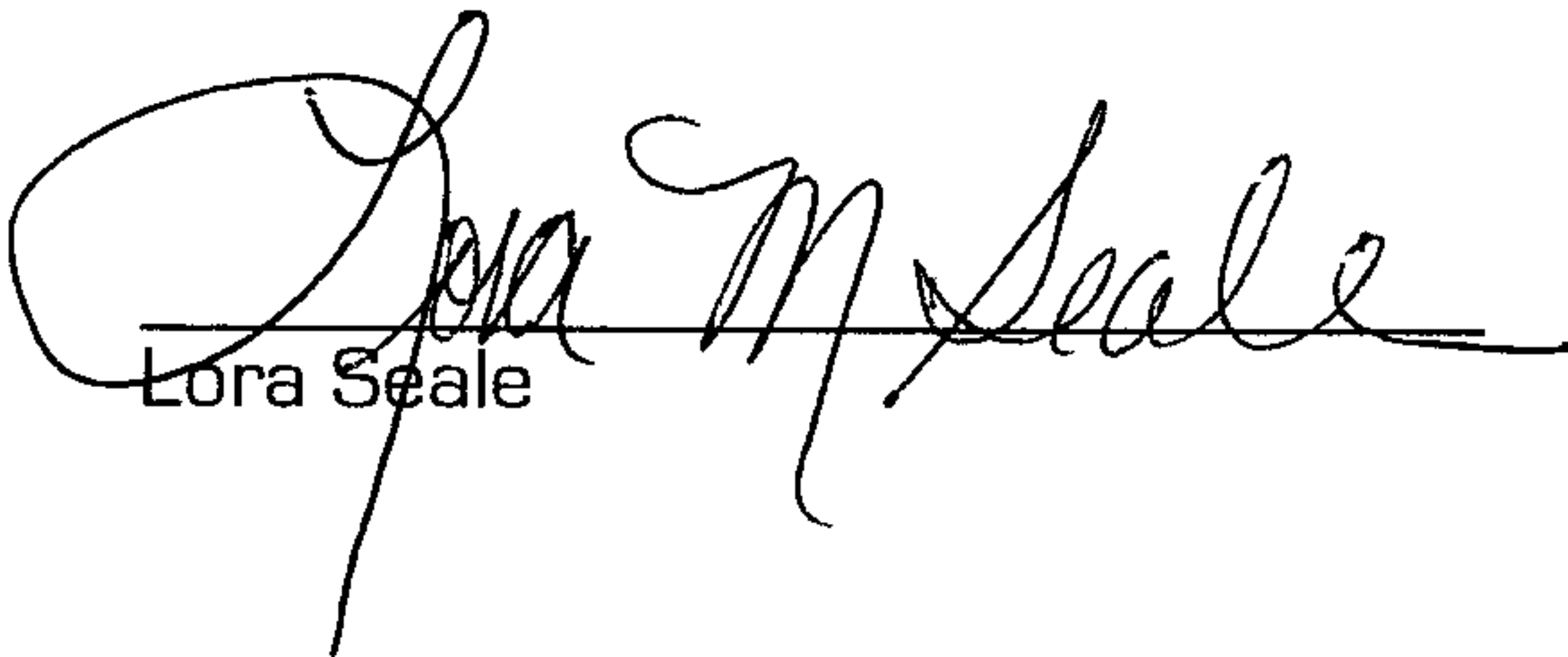
For LOT 6:

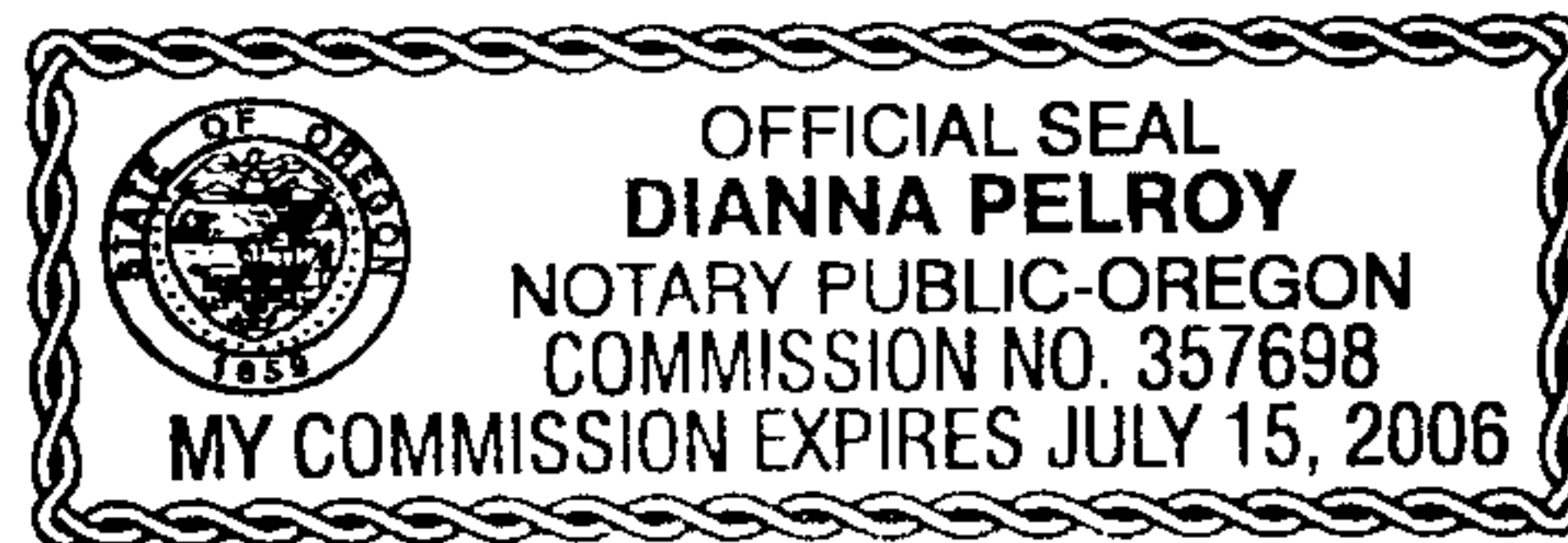
  
Lance Forsyth

STATE OF OREGON    )  
                                  ) ss.  
County of Lane        )

On this 24<sup>th</sup> day of January, 2005, personally appeared the above named Lance Forsyth, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

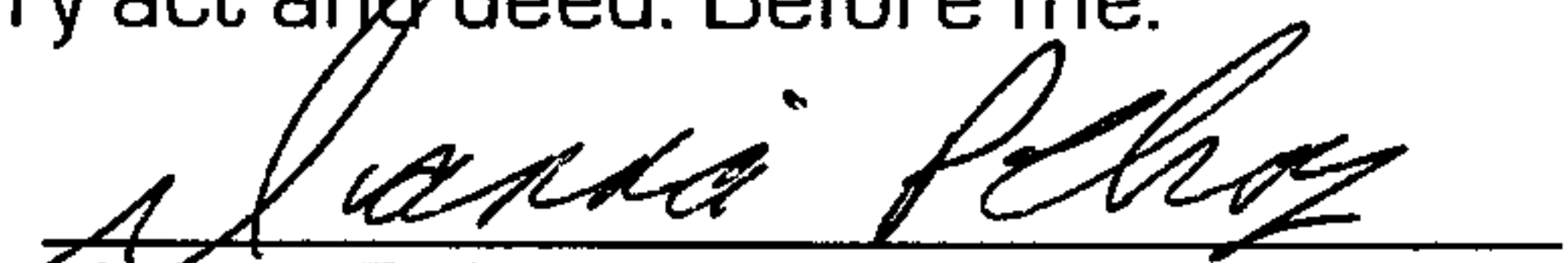
  
Notary Public for Oregon  
My Commission Expires: July 15, 2006

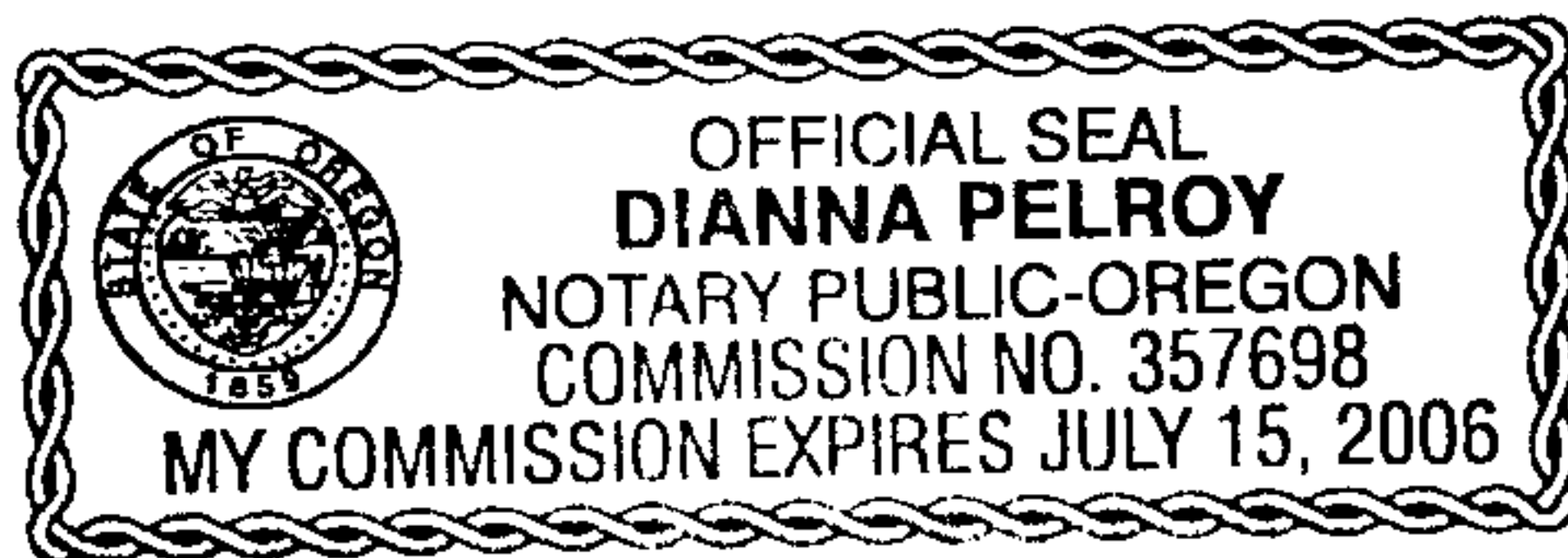
  
Lora Seale



STATE OF OREGON    )  
                                  ) ss.  
County of Lane        )

On this 24<sup>th</sup> day of January, 2005, personally appeared the above named Lora Seale, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

  
Notary Public for Oregon  
My Commission Expires: July 15, 2006





For LOT 8:

Larry Daniels  
Larry Daniels

STATE OF OREGON    )  
                                  ) ss.  
County of Lane        )

On this 15 day of January, 2005, personally appeared the above named Larry Daniels, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Heather Tucker  
Notary Public for Oregon  
My Commission Expires: 9-3-05

Christine Daniels  
Christine Daniels

STATE OF OREGON    )  
                                  ) ss.  
County of Lane        )

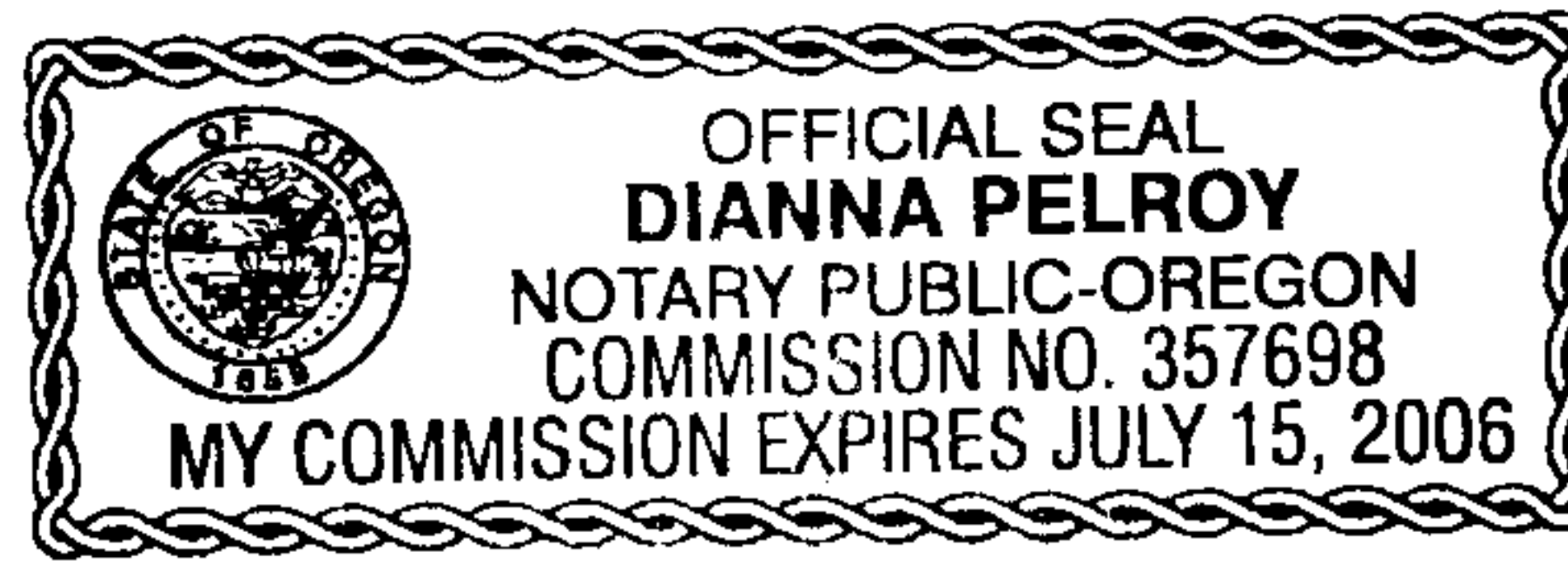
On this 15 day of January, 2005, personally appeared the above named Christine Daniels, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:



Heather Tucker  
Notary Public for Oregon  
My Commission Expires: 9-3-05

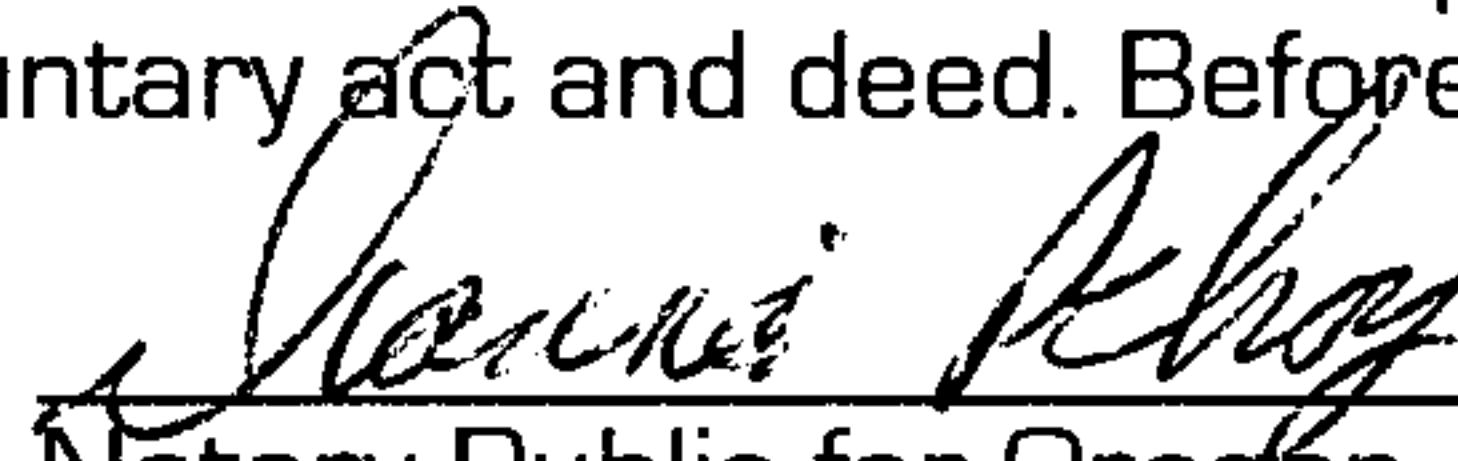
For LOT 9:

  
\_\_\_\_\_  
Kristopher VanBeever

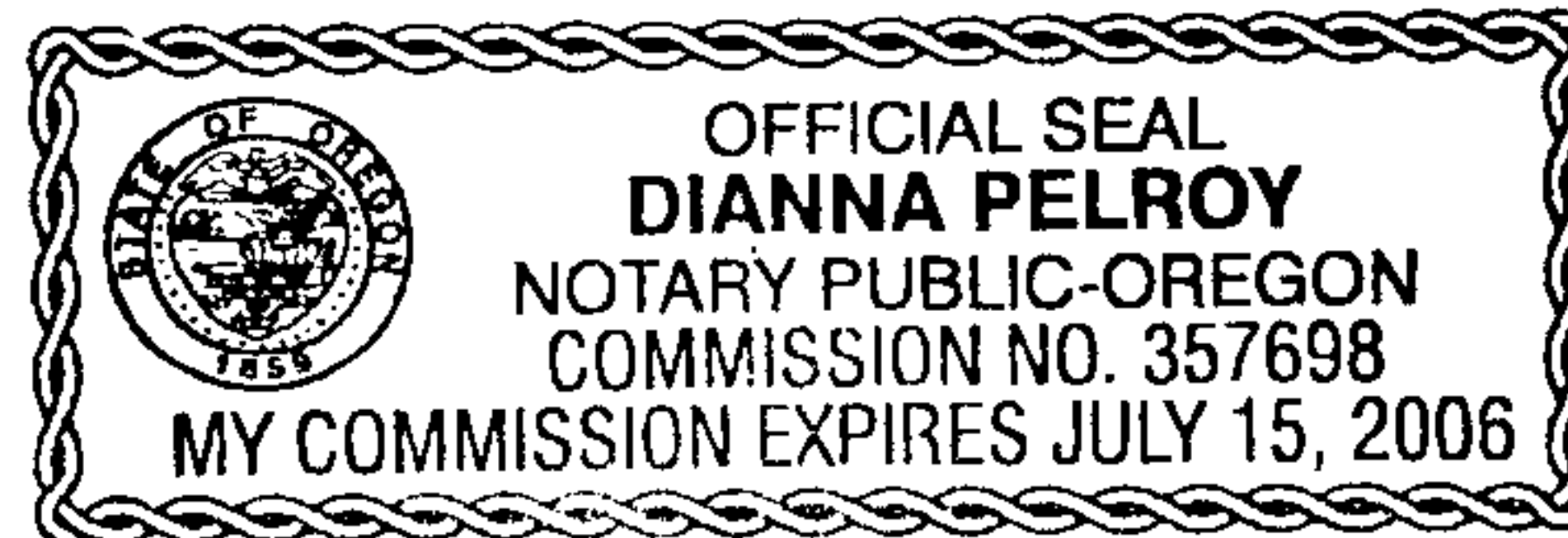


STATE OF OREGON    )  
                                  ) ss.  
County of Lane        )

On this 31<sup>st</sup> day of January, 2005, personally appeared the above named Kristopher VanBeever, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

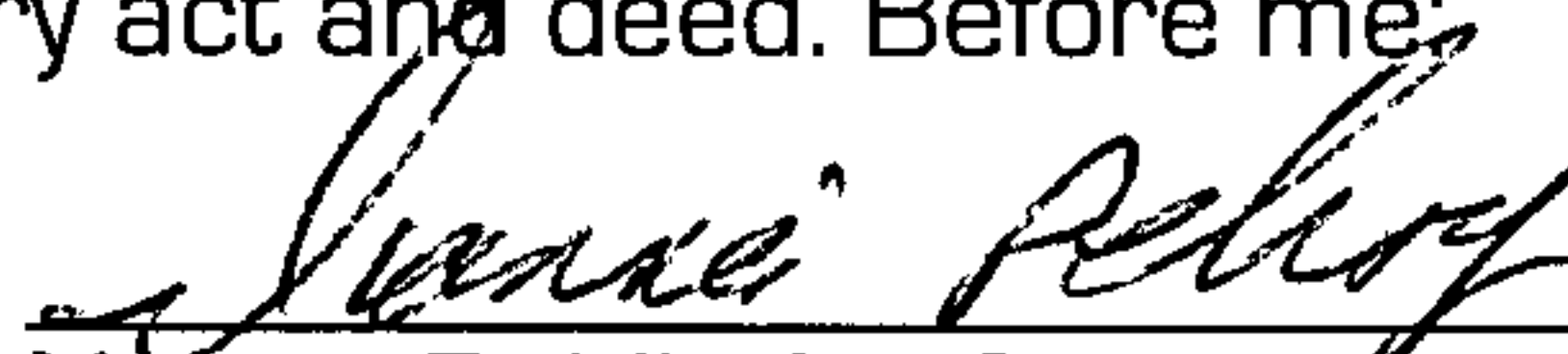
  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: July 15, 2006

  
\_\_\_\_\_  
Rebecca VanBeever



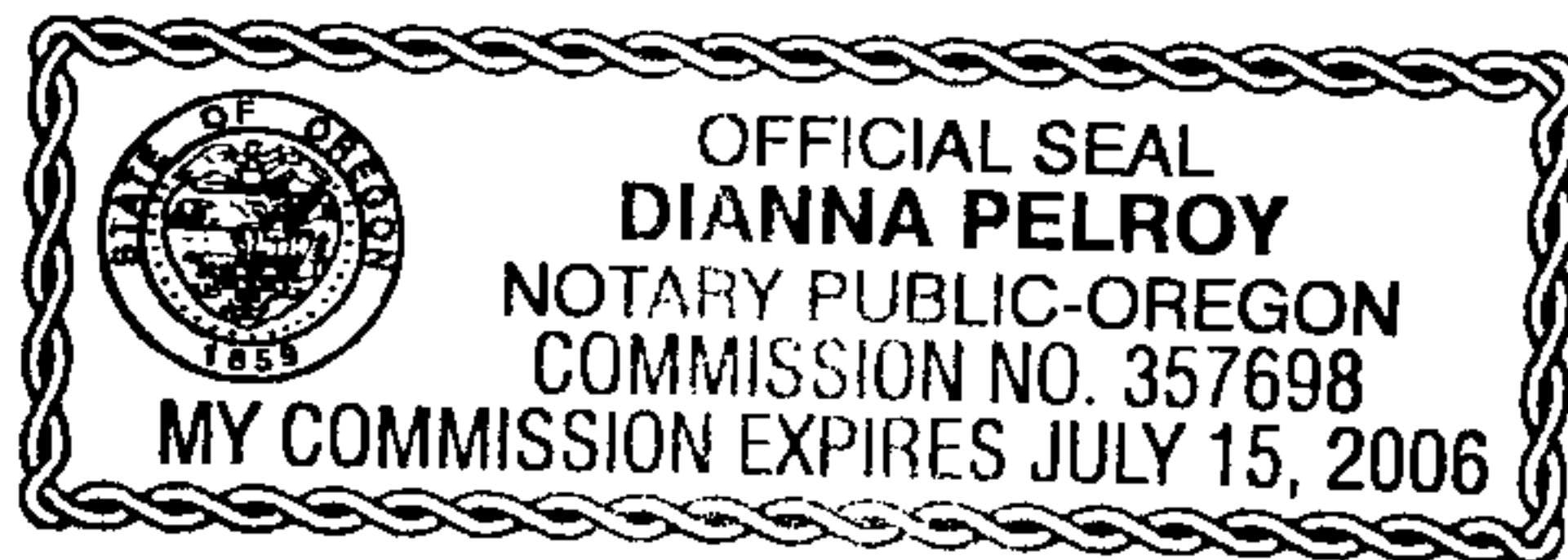
STATE OF OREGON    )  
                                  ) ss.  
County of Lane        )

On this 31<sup>st</sup> day of January, 2005, personally appeared the above named Rebecca VanBeever, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: July 15, 2006

For LOT 10:

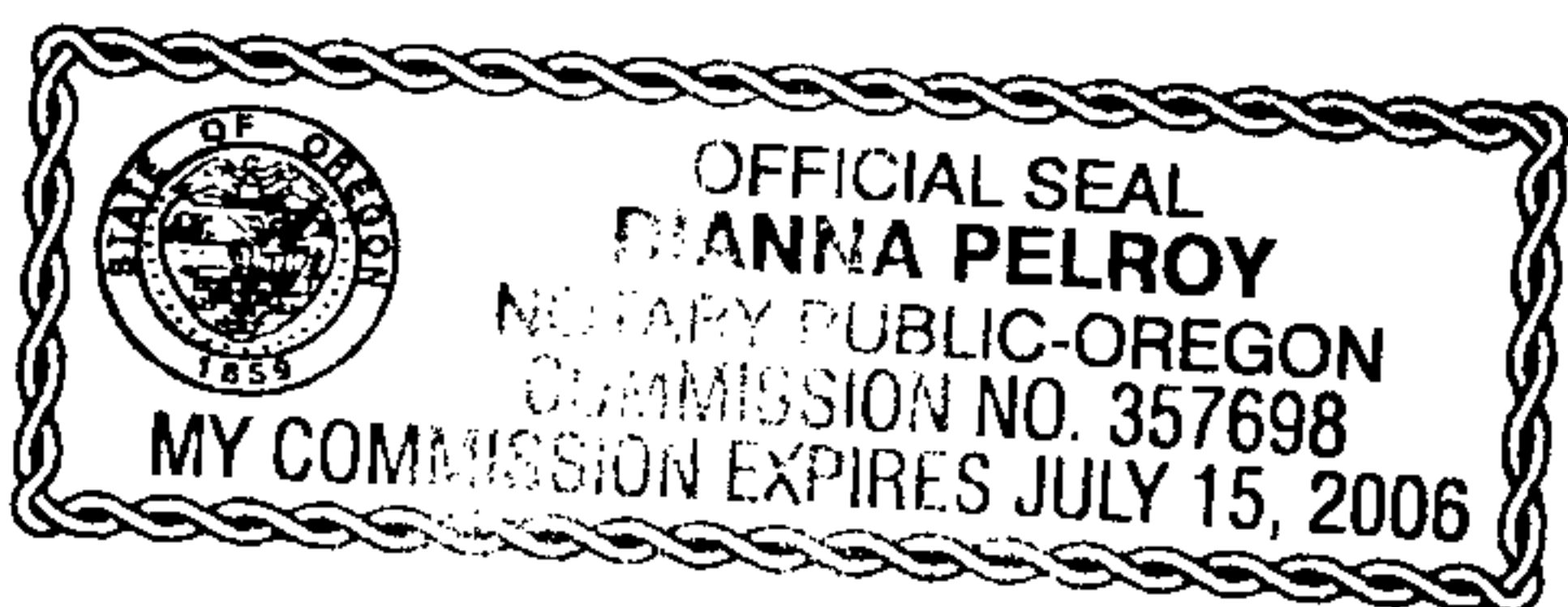
Greg Mansfield  
Greg Mansfield



STATE OF OREGON    )  
                                  ) ss.  
County of Lane        )

On this 26<sup>th</sup> day of January, 2005, personally appeared the above named Greg Mansfield, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

Dianna Pelroy  
Notary Public for Oregon  
My Commission Expires: July 15, 2006

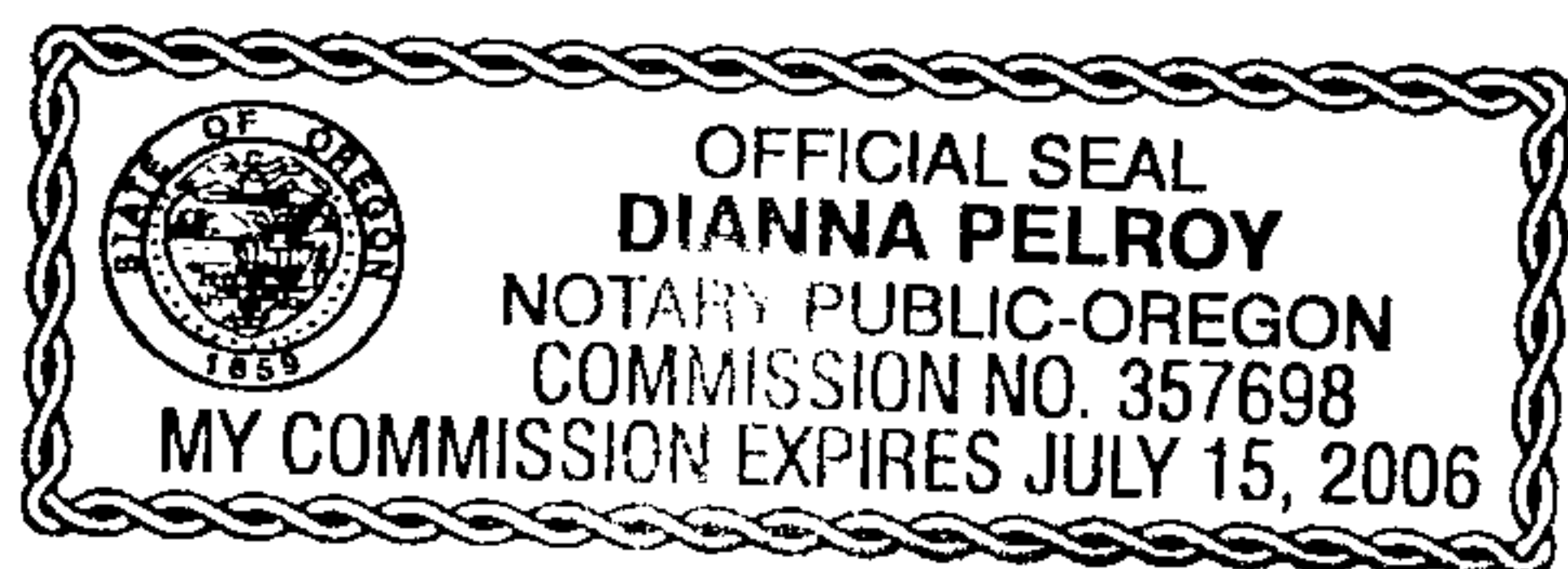


Lynn Mansfield  
Lynn Mansfield

STATE OF OREGON    )  
                                  ) ss.  
County of Lane        )

On this 26<sup>th</sup> day of January, 2005, personally appeared the above named Lynn Mansfield, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

Dianna Pelroy  
Notary Public for Oregon  
My Commission Expires: July 15, 2006





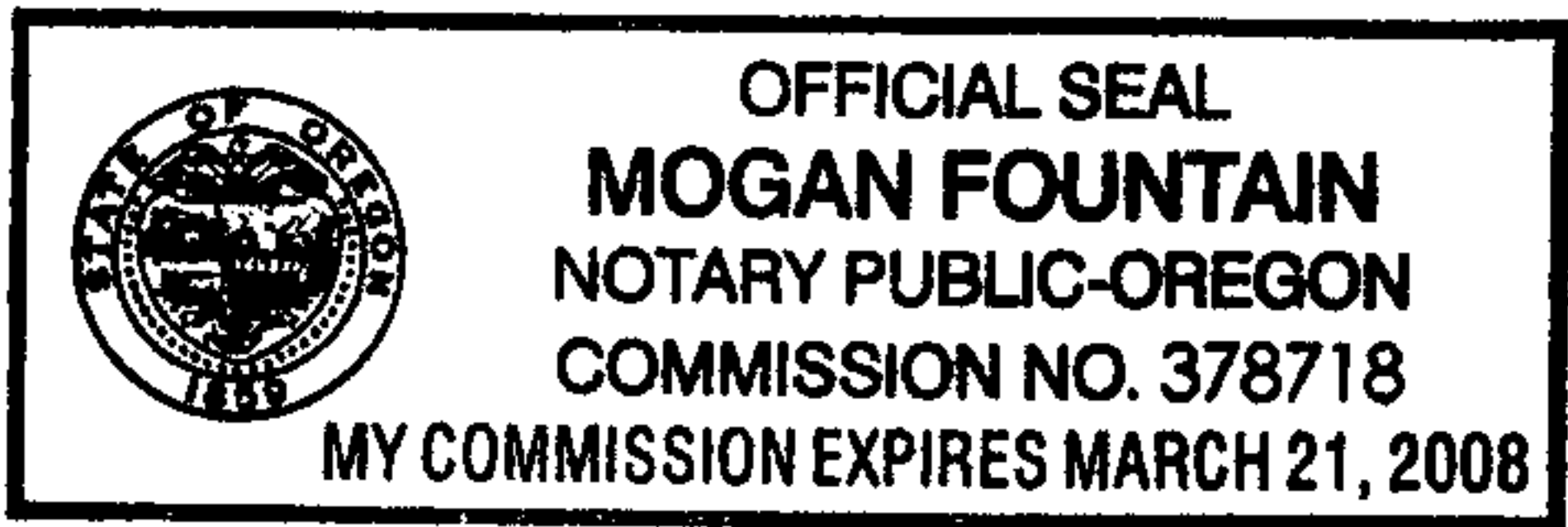
For LOT 12:

Allen Lowe  
Allen Lowe

STATE OF OREGON    )  
                                  ) ss.  
County of Lane        )

On this 25 day of January, 2005, personally appeared the above named Allen Lowe, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

Mogan Fountain  
Notary Public for Oregon  
My Commission Expires: 3/21/08

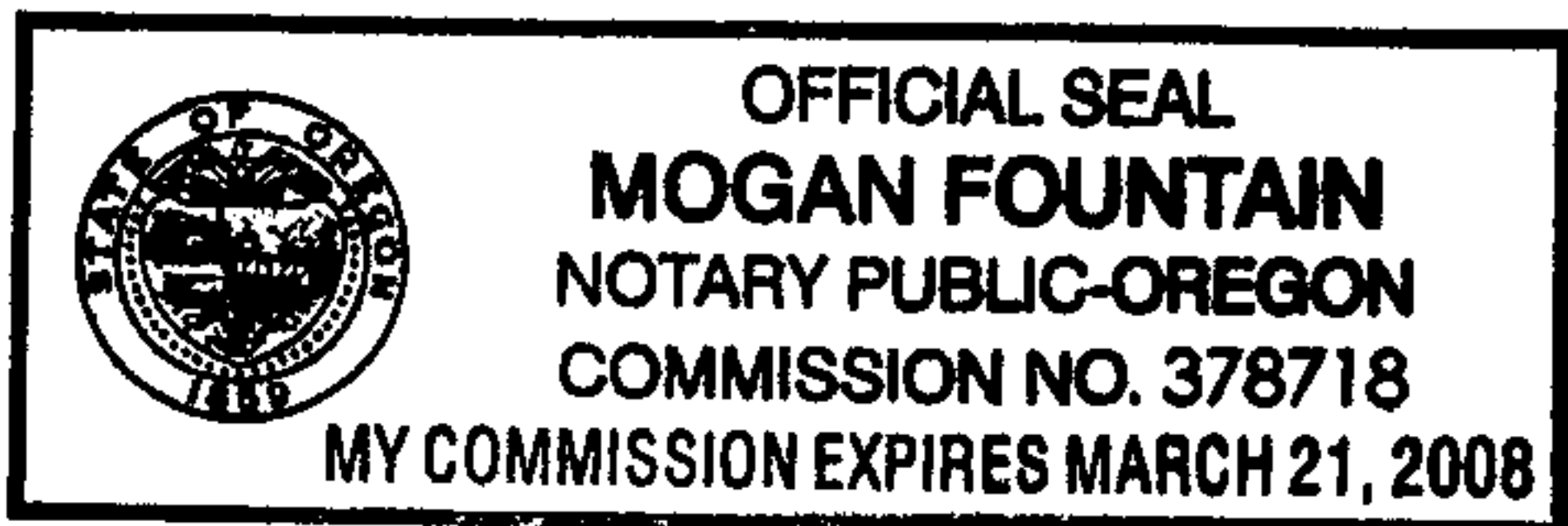


Sally Lowe  
Sally Lowe

STATE OF OREGON    )  
                                  ) ss.  
County of Lane        )

On this 25 day of January, 2005, personally appeared the above named Sally Lowe, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

Mogan Fountain  
Notary Public for Oregon  
My Commission Expires: 3/21/08





For LOT 16:

*Gary D Reiber*

Gary Reiber

STATE OF OREGON    )  
                                  ) ss.  
County of Lane     )

On this 17 day of January, 2005, personally appeared the above named Gery Reiber, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

*Deena Richardson*  
Notary Public for Oregon  
My Commission Expires: June of 2005

