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Shade Tree, Inc.  
40160 East First Street  
Lowell, OR 97452

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

# DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EQUITABLE SERVIDITUDES FOR SUNRIDGE SUBDIVISION

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

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## ARTICLE 1. PURPOSE AND DECLARATION

1.1 Sunridge Subdivision. Shade Tree, Inc., an Oregon corporation (hereafter "Declarant"), is the owner of certain real property, located in Lane County, Oregon, which is all that real property included within and described as the SUNRIDGE SUBDIVISION, as platted and recorded in the Lane County Oregon Plat Records on April 9, 2001, File Number 75, Slide Number 1091, Recording Number 2001-020173. Declarant has the unrestricted right to create, declare and impose the covenants, conditions, restrictions and equitable servitudes (hereafter "Restrictions") hereinafter described upon said Sunridge Subdivision.

1.2 Future Development Property. Shade Tree, Inc., together with its shareholders Mia Nelson, Roy Nelson and Richard Johnson, are the owners of other real property in the vicinity of Sunridge Subdivision, more particularly described on the attached Exhibit A (hereafter "Future Development Property"), which may be developed and sold in the future, and which could be adversely affected by unattractive and undesirable development within Sunridge Subdivision.

1.3 Purpose. Declarant desires to impose certain Restrictions on Sunridge Subdivision, prior to the sale thereof, for the purpose of preserving the value, attractiveness, livability and desirability of both Sunridge Subdivision and the Future Development Property.

1.4 Declaration. By executing and recording this document (hereafter "Declaration"), Declarant hereby declares that all of Sunridge Subdivision shall be from this day forward be held, sold and conveyed subject to and restricted by all the Restrictions contained in this Declaration.

1.5 Binding Effect. This Declaration shall run with Sunridge Subdivision, and shall bind all parties having any right, title or interest in any part thereof, and their heirs, successors and assigns. This Declaration shall inure to the benefit of, and be enforceable by, the record owner or owners, including the Declarant, of any portion of the Sunridge Subdivision and the Future Development Property, their legal representatives, heirs, successors or assigns. The effect of this Declaration upon the Future Development Property shall be solely to confer the above-described right of enforcement, and shall not bind, restrict or burden the Future Development Property in any way, under any circumstances.

1.6 Term and Amendments. This Declaration shall run with and be binding on Sunridge Subdivision until such time as 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 has been recorded, agreeing to amend this Declaration in whole or in part, or to terminate this Declaration outright.

## ARTICLE 2. DEFINITIONS

2.1 "Arborist" shall mean an individual who is trained in the art and science of planting, caring for and maintaining individual trees, and who is a member of the International Society of Arboriculture (ISA), the National Arborist Association (NAA), the American Society of Consulting Arborists (ASCA), or other comparable organization.

2.2 "Architectural Review Committee" or "ARC" shall mean the group established by the Declarant for the purpose of determining the acceptability of proposed Improvements, in accordance with Article 7: Architectural Review.

2.3 "Declarant" shall mean Shade Tree, Inc., an Oregon corporation, and any person or entity that is assigned the rights to act and function as the Declarant, which assignment must be executed in writing and duly recorded in the Lane County Real Property Records.

2.4 "Declaration" shall mean this document, and any attachments and exhibits thereto.

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 two (2) years after the last Lot in such plat is sold by the Declarant. The two-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 which refer to the Development Period shall be construed in light of the particular Development Period pertaining to the Lot or Lots in question.

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: Height Restriction, to establish the maximum permitted height of structures, trees and other objects on that Lot.

2.7 "Future Development Property" shall mean that certain real property described in Section 1.2: Future Development Property.

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

2.9 "Individual Lot Maps" shall mean the detailed maps attached to this Declaration, and to supplementary declarations, which contain information pertaining to certain Restrictions, such as the location of Protected Trees, Elevation Limits, and required drainage structures.

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.

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.

2.12 "Owner" shall mean a record owner, whether one or more persons or entities, of a fee simple interest in any Lot within Sunridge Subdivision, including contract purchasers, but excluding those having such interest merely as a security for performance of an obligation, also excluding contract sellers.

2.13 "Pesticide" shall mean any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any unwanted or undesirable animal, mold, fungi, or plant.

2.14 "Protected Tree" shall mean any tree identified as such on the Individual Lot Maps.

2.15 "Restriction" shall mean any and all requirements, conditions, covenants, restrictions, equitable servitudes, regulations, and any other terms or provisions of this Declaration, which affect, burden, bind or limit the use of real property.

2.16 "Sunridge Subdivision" shall mean that certain real property described in the above Section 1.1: Sunridge Subdivision, and shall also include any subsequent additions thereto made pursuant to Article 10: Additions to Sunridge Subdivision.

2.17 "Synthetic" shall mean a substance that is formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring plant, animal, or mineral sources, except that such term shall not apply to substances created by naturally occurring biological processes.

2.18 "Temporary Exemption" shall mean a temporary relaxation of a Restriction affecting one or more Lots, granted pursuant to Section 8.3: Temporary Exemptions for Declarant and Section 8.4: Temporary Exemptions for Others.

2.19 "Variance" shall mean a permanent removal or modification of a Restriction affecting one or more Lots, granted pursuant to Section 8.1: Variances During the Development Period, and Section 8.2: Variances After the Development Period.

### ARTICLE 3. GENERAL CONSTRUCTION RESTRICTIONS

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. Within six (6) 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 must be finished within one hundred twenty (120) days of completion of said exterior, unless said completion occurs after August 1 and before May 1, in which case the Landscaping must be finished one hundred twenty (120) days after May 1.

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.

3.3 Protection of City Facilities. Every Owner is responsible for ensuring that persons working on behalf of said Owner within the City of Lowell's rights-of-way are informed of the need to locate and protect public facilities, including water, sanitary and storm sewer, electric, telephone and television lines, streets, curbs and sidewalks, and shall ensure that any damage such persons may cause is promptly repaired to the full satisfaction of the Declarant and the City of Lowell, at said Owner's sole expense.

3.4 Storage and Cleanup During Construction. During construction, the Owner shall ensure that the Lot and all adjacent streets and sidewalks are kept in a neat and clean condition, and shall not allow any dangerous conditions left unattended. Mud, dirt, gravel and other debris shall be promptly removed from streets and sidewalks. All materials, dump boxes, equipment, trailers and construction facilities shall be kept off the streets during construction, except during normal working hours, to allow efficient cleaning and maintenance.

3.5 Concrete Washout. During construction, the Owner shall ensure that concrete trucks use the washout area designated by the Declarant.

3.6 Underground Utilities. All utilities serving each Lot shall be maintained underground or in conduits attached to a building. No overhead utilities are permitted, except temporary electrical service during construction of the residential structure.

#### ARTICLE 4. ENVIRONMENTAL RESTRICTIONS

4.1 Minimum Dwelling Size. This Declaration does not require a minimum dwelling size, and the ARC may not require that a proposed dwelling be made larger as a condition of approval under Section 7: Architectural Review. Owners are encouraged to build the smallest residence that will suit their needs, and to spend the savings on improvements to quality. Large homes require more natural and human resources, money and time to build, maintain, heat, cool and clean. Large homes also take up more ground area, reducing the outdoor quality of life for the residents, and increasing the area that is impervious to rainwater.

4.2 Natural Heating and Cooling Encouraged. Solar-friendly design of residences is encouraged. Heating costs may be substantially reduced when homes are designed to capture wintertime sun. Sunridge Subdivision has southern exposure and experiences fewer foggy days than the Eugene-Springfield area. Owners are encouraged to make use of these qualities. Air conditioners use large amounts of electricity and so are discouraged, but not prohibited. The prevailing southwesterly summertime winds can provide natural cooling for homes that are designed with the winds in mind.

4.3 Storm Drain Dumping. Dumping or discharge into the public storm drain system or any open waterway of oil, gasoline, fuel, grease, paint, antifreeze, soap, cleaners, or any other chemical is expressly prohibited. Owners are responsible and liable for the behavior of persons working on the Lot, such as upholstery cleaners and painters, and shall ensure that such persons dispose of all substances used or produced on the Lot in accordance with this section.

4.4 Clotheslines. Clotheslines are allowed and encouraged in order to conserve electricity. Clothesline use shall not be deemed a nuisance under this Declaration, so long as clotheslines are located in the rear half of the Lot, and so long as the laundry is promptly removed after it is dry, and the clothesline retracted into a case, wound on a spool or otherwise removed from view.

4.5 Outdoor Use of Certain Pesticides. Many common Synthetic home, lawn and garden Pesticides have been proven to cause cancer, birth defects, infertility, miscarriage, immune disorders and nerve and organ damage. Outdoor use of these Pesticides by an Owner could expose neighboring Owners and their families to toxic chemicals without their knowledge or consent, as the chemicals often drift several hundred feet, even when used according to directions on the label. These Pesticides could also leave the property in runoff water and enter Dexter Lake, the source of the City of Lowell's drinking water. Synthetic Pesticides cause significant environmental damage, and have been implicated in the decline of salmon runs and other aquatic

species. Consequently, the outdoor use of Synthetic Pesticides is prohibited. In addition, Pesticides containing arsenic, cadmium, mercury, chromium or lead are prohibited, even if said Pesticides are not Synthetic. Notwithstanding the foregoing, the following Synthetic Pesticides are allowed:

- 4.5.1 Ethanol and isopropanol.
- 4.5.2 Calcium hypochlorite, chlorine dioxide and sodium hypochlorite.
- 4.5.3 Hydrogen peroxide.
- 4.5.4 Potassium bicarbonate.
- 4.5.5 Ammonium carbonate.
- 4.5.6 Boric acid.
- 4.5.7 Hydrated lime, elemental sulfur, lime sulfur, calcium polysulfide and sulfur dioxide.
- 4.5.8 Fixed copper, copper hydroxide, copper oxide, copper oxychloride and copper sulfate.
- 4.5.9 Sulfates, carbonates, oxides or silicates of zinc, copper, iron, manganese, molybdenum, selenium and cobalt.
- 4.5.10 Soap products.
- 4.5.11 Horticultural oils such as dormant, suffocating, and summer oils.
- 4.5.12 Sticky traps and pheromones.
- 4.5.13 Any substance approved for use in organic food production on the "National List", as that term is defined in 7 USC 6502(12), or its successor.

4.6 Chemically Treated Wood in Perimeter Fences. Many common treated wood products contain heavy metals and other chemicals which are proven carcinogens, which can leach from the wood into the surrounding soil, and which can be ingested by children and pets. If one Owner uses wood treated with these chemicals for perimeter fencing, the adjoining Owners and their families will also be exposed to the chemicals. Acceptable substitutes for these toxic wood treatments exist, such as ammoniacal copper quaternary (ACQ), marketed as "Preserve" treated wood and manufactured by Chemical Specialties, Inc. Consequently, wood treated with any of the following chemicals may not be used within three (3) feet of any property line of any Lot:

4.6.1 Compounds containing lead, mercury, cadmium, chromium and/or arsenic, including, but not limited to: chromated copper arsenate (CCA), ammoniacal copper zinc arsenate (ACZA), chromated zinc chloride (CZC) and acid copper chromium (ACC).

4.6.2 Pentachlorophenol (Penta).

4.6.3 Creosote.

4.7 "Dark Sky" Lighting. Lighting which sends light upward into the sky and/or outwards onto neighboring properties can be an ineffective, wasteful manner of lighting, and can often be a



serious annoyance to the occupants of said properties. Consequently, all lighting fixtures must prevent upward distribution of light into the sky, and also light trespass onto surrounding property. Lighting fixtures shall be shielded so as to confine the light to the target area, and within the boundaries of the Lot. In addition, the lamp attached to the fixture must not be visible beyond the boundaries of the Lot. 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 10 (ten) watts of power or less. Further provided, that floodlights not meeting the above standard may be used to illuminate outdoor activities, provided they are left on for no longer than two (2) hours.

4.8 Landscaping. Landscaping shall be established and continuously maintained on every part of every Lot, and on the portion of the street right-of-way that lies between the Lot and the sidewalk. Provided, however, that 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. 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 straw, hay, bark, compost or other appropriate material.

4.9 Fire Protection Measures. To reduce the likelihood of wildfire, all Owners shall take the following steps:

4.9.1 Remove leaves, needles and other combustibles from roofs, gutters and underneath decks at least every spring.

4.9.2 From June 15 to October 31, ensure there are no piles of brush, tree trimmings, wood scraps or other combustibles anywhere on the Lot, except that such materials are allowed in compost piles if they have been shredded, chopped or otherwise broken up so that no piece is larger than three inches (3") in any dimension.

4.9.3 Keep all trees over twenty feet (20') in height trimmed of branches less than six feet (6') from the ground, because such branches can act as a ladder to carry fire into the crown of the tree.

4.9.4 Do not store combustible materials under decks.

4.10 Protected Trees. Certain trees are noted on the attached Individual Lot Maps as "Protected Trees". These are specimen trees which 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 may be removed.

4.10.8 Declarant has caused some multiple-trunked Protected Trees to be cabled by an Arborist. These cables shall not be removed, altered or damaged, without written advice from an Arborist that said cables are no longer necessary.

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) round gravel backfill for the trench which is mounded at least two inches higher than the surrounding undisturbed ground. No filter fabric shall be used. The cut-off drain shall be discharged in the manner provided 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.

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.

4.12 Grading. Permanent changes in grade exceeding three feet (3') at any point are strongly discouraged. 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. Deep cutbanks are unsightly, can cause chronic drainage problems, and create areas that are often difficult to revegetate. When cuts and fills are necessary, they shall be made according to the following requirements:

4.12.1 Cuts, fills and retaining walls must be set back from the property line at least two feet (2'), unless a lesser distance is agreed to in writing by the adjacent property owner(s).

4.12.2 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 revegetated to control erosion and reduce unsightliness.

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

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

## ARTICLE 5. GENERAL ARCHITECTURAL RESTRICTIONS

5.1 Type of Structures Allowed. No structure shall be erected, altered, placed or permitted to remain on any Lot, other than one detached, single family dwelling with a private attached garage for not less than two (2) and not more than four (4) vehicles, plus one (1) outbuilding not to exceed four hundred (400) square feet. Any structure erected on the Lot shall be constructed on site. No existing or used house or other similar structure shall be moved onto the Lot. Factory-built homes, mobile homes, modular homes, manufactured homes and prefabricated accessory buildings are expressly prohibited. Provided, however, structures may utilize roof trusses, stress skin panels, fence panels, wall panels and other similar building components.

5.2 Height Restriction. Except for Protected Trees specifically identified on the Individual Lot Maps recorded as part of this Declaration, no Owner shall allow any Improvement, growth, tree or any other object to exceed the Elevation Limit listed on the Individual Lot Map associated with that particular Lot. Elevation Limits are expressed as a height above mean sea level and not from the ground surface of the Lot. Notwithstanding the foregoing, certain objects 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.

5.3 Siding. Siding materials shall be stucco, brick, stone, other comparable masonry, or wood siding which is either: 1) Siding composed of wooden boards in its natural state, not to include chipboard, particleboard, waferboard, pressboard, plywood or other composite wood product, provided that said wooden boards must be dimensionally stable and free of loose or open knot holes, and shall not have noticeable warp, twist, buckle or wane; or 2) Bevel, drop or lap siding which is a composite wood or cement based product but which closely resembles real wood siding, and which consists of separately-formed boards not more than ten inches (10") in width, and which are individually applied, provided said siding is applied in like fashion to real wood siding, including the use of staggered joints. Those products that are applied as sheets instead of as individual boards, even when intended to resemble real wood siding, are prohibited.

5.4 Fascia. Fascia shall be rot-resistant boards with a minimum nominal size of two inches (2") by eight inches (8").

5.5 Roofing. Roofing shall be Class A Fire Rated, and shall have a minimum life rating of twenty-five (25) years. Wood shakes are not allowed, due to wildfire hazard. Metal roofs must be of the standing edge type, with no exposed fasteners. All roofing must be non-reflective. Roofs shall have a minimum overhang of eighteen inches (18"). Ninety percent (90%) of the total roof area shall have a pitch of at least three inches (3") of vertical rise per twelve inches (12") of horizontal run.

5.6 Exterior Colors. During the Development Period, the ARC shall approve exterior colors as provided in Article 7: Architectural Review. After the Development Period, colors chosen for exterior use shall be similar to colors previously approved by the ARC for use on that Lot, or on other Lots, so as to preserve visual harmony within Sunridge Subdivision.

5.7 Vents, Chimneys and Flashings. Roof-top attic venting shall utilize inconspicuous ridge or hip vents; jack vents and similar roof-mounted vents are prohibited. Plumbing vents, flashings, gutters, chimney caps, and other similar parts shall be painted to match the roof material, unless they are copper or are already a color which matches the roof material. Exposed metal chimneys or flues shall not protrude more than two feet (2') above the roof surface.

5.8 Driveways and Sidewalks. 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. All driveways shall be concrete, brick, or masonry paver.

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. 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.

5.10 Antennae. All exterior-mounted antennae and any satellite dish exceeding eighteen inches (18") in diameter are prohibited, unless completely screened from view by vegetation, fencing or other appropriate enclosure.

5.11 Solar Panels. Solar panels must attach directly to the roof structure and must lie in the same plane as the roof at a pitch that is within five degrees (5°) of the roof's pitch.

5.12 Tanks and Mechanical. All tanks, equipment and apparatus, such as propane tanks, air conditioners and heat pumps, must be completely screened from view by vegetation, fencing or other appropriate enclosure. Noise producing equipment and apparatus must be set back at least twenty feet (20') from the property line. Central vacuums and noise-producing furnaces that exhaust outside the home must be muffled. Window-mounted air conditioners are not allowed.

5.13 Mailboxes and Newspaper Tubes. No mailboxes, drop boxes or newspaper tubes shall be erected or maintained on any Lot or within an adjacent street right-of-way, other than those originally provided by the Declarant.

## ARTICLE 6. GENERAL USE RESTRICTIONS

6.1 Allowed Uses. Lots shall be used primarily for residential purposes. No tent, shack, trailer, camper, recreational vehicle, or partly finished house may be used as a residence at any time. Provided, however, that visitors to a Lot may sleep in a camper or recreational vehicle parked on the Lot for up to seven (7) consecutive days, with a cumulative maximum of twenty one (21) days in any one year period. Home businesses are allowed provided that: i) the business is conducted entirely indoors; ii) the business is incidental to the residential use of the Lot; iii) workers and customers park entirely on the proprietor's Lot; iv) no more than two (2) worker and/or customer cars are visible from outside the Lot at any given time; v) no more than eight (8) customers visit the business during any twenty-four (24) hour period; and vi) the business complies with all applicable laws and regulations.

6.2 Maintenance. All Improvements must be maintained at all times in a good, workmanlike manner in substantially the same condition as when first constructed. No Improvement shall be permitted to fall into disrepair or to become unsightly. Refinishing of all buildings and fences must be done before there is noticeable fading, checking, blistering or loss of finish on any surface. Owners shall also maintain the portion of the street right-of-way that is between their Lot and the sidewalk edge, in the same manner as the Lot itself.

6.3 Storage and Parking. Storage or parking of any type of vehicle which is in a state of disrepair or is not in regular family use, trucks and similar equipment in excess of one ton rating, boats, snowmobiles, all-terrain vehicles (ATVs), jet-skis, trailers, recreational vehicles (RVs), motor homes or campers shall not be allowed on any Lot, nor on any public or private street adjacent to any Lot, except within a completely enclosed garage, or other area which is completely screened from view by vegetation or fencing. Provided, however, that from time to time such equipment may be parked outside of a garage or screened area on a temporary basis for periods not to exceed seven (7) consecutive days, with a cumulative maximum of twenty one (21) days in any one year period. Parking of allowed vehicles shall occur primarily upon the Lots, with street parking allowed only when additional parking is required due to special circumstances, such as the arrival of guests. Storage of any kind of household item, goods, merchandise, fuel, firewood, bicycles, tools, materials, machinery or supplies must be within areas that are completely screened from view by vegetation, fencing or other appropriate enclosure. Garbage and debris must be kept in sanitary containers in an enclosed area and taken from the Lot to a lawful garbage dump site at least every other week. Provided, however, that organic materials may be naturally composted on the Lot if the composting area is screened from view by fencing, vegetation or other enclosure.

6.4 Repair of Vehicles and Equipment. Repair, rebuilding and overhaul of vehicles and equipment must take place inside a completely enclosed garage.

6.5 Rental. Lots may be rented by the Owner, provided that the Owner ensures that the tenants comply fully with each and every relevant Restriction, in the same manner as if said tenants were the record owners of the Lot.

6.6 Derogation of Laws. All Owners and occupants of all Lots, and any guests, shall comply with all applicable city, county, state and federal laws and regulations. In case of conflict with said laws and regulations, and this Declaration, the more restrictive of the two shall control. Provided, however that this Declaration shall not be construed to require violation of any applicable law or regulation.

6.7 Burning. Outdoor burning of yard, household or other waste is prohibited. Provided, however, that small, controlled fires of wood or charcoal are allowed, for recreational purposes only.

6.8 Signs. No signs shall be allowed on any Lot, or on a public right-of-way adjacent to any Lot, other than as follows: i) temporary signs under three (3) square feet advertising the Lot for sale or for rent; ii) political signs during election campaigns, provided said signs are promptly removed upon completion of the campaign; iii) home business signs under two (2) square feet and attached to the home; iv) discreet security signs or notifications regarding home security systems; and v) signs required by law. Signs must be freestanding or attached to a building, and may not be attached to a tree.

6.9 Animals. No horses, cattle, goats, swine or other such livestock may be raised, bred or kept on the Lot. A maximum of two dogs, plus an aggregate of five cats, rabbits, chickens and/or other similar animals, may be kept on each Lot, so long as they are not raised, bred or kept for commercial purposes. Dog runs or other outdoor animal enclosures must be at least two thousand (2000) square feet, and located in the rear two-thirds (2/3) of the Lot. All animal waste must be removed at least twice a week, and proper sanitation shall be maintained at all times. Pets, including cats, shall not be allowed off the Owner's Lot unless leashed or enclosed. Owners shall immediately remove any waste left by pets on other Lots, public rights-of-way or parks.

6.10 Nuisance. No noxious, unsightly or offensive condition, or anything that may be or become an annoyance or nuisance to owners and/or occupants of any part of Sunridge Subdivision, or the Future Development Property, shall be permitted. Nuisances include, but are not limited to, disruptive noise during nighttime hours, barking dogs, offensive smells or loud music.

## ARTICLE 7. ARCHITECTURAL REVIEW

7.1 Architectural Review Committee [ARC]. During the Development Period, there shall be an Architectural Review Committee [ARC] comprised of one (1), three (3) or five (5) individuals chosen by the Declarant. Any or all of the ARC members may be removed and replaced by the Declarant at any time, with or without cause.

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.

7.3 Scope of Review. This Declaration contains provisions which dictate objective qualities of proposed Improvements, such as height, size, material types and setbacks. 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, proportions and bulk, quality and use of materials, and

the overall harmony of the general design, type, style 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 these subjective aspects of proposed Improvements, as generally described above, and shall use its judgement 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.

7.4 Application. To receive approval for a proposed Improvement, the Owner shall submit to the ARC an application specifying the approval requested, two (2) sets of plans showing the nature, kind, shape, size, height, materials, color, texture and location of the proposed Improvements, and any other material reasonably required or desired by the ARC to make an informed decision. The ARC may adopt detailed procedures and requirements for such applications, and may impose a reasonable fee, not to exceed five hundred dollars (\$500), to cover the cost of processing the application. If the ARC finds that the application as submitted is not detailed enough to allow a decision to be made, the ARC shall so notify the Owner in writing within seven (7) days of its receipt of the incomplete application. The notice shall include a list of the additional details that are required. The application shall be deemed complete when the Owner submits all said additional details to the ARC. If no such notice is made to the Owner within said seven (7) day period, the application shall be deemed complete as originally submitted.

7.5 ARC Decision. The ARC shall make written approval or denial of the proposed Improvements within fourteen (14) days of the date the application was deemed complete under the above Section 7.4. If the ARC finds reason to object to the proposed Improvements, it shall provide the Owner with a written denial identifying the concerns and objections thereto. If the ARC fails to respond in writing within said fourteen (14) day period, ARC approval of said Improvements shall not be required, and compliance with this Article 7 shall be presumed. Provided, however, that said Improvements must still comply with all other provisions of this Declaration, excepting only this Article 7.

7.6 Majority Action. A majority of ARC members shall have the power to act on behalf of the ARC, without the necessity of a meeting and without consulting or notifying the remaining ARC members. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

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. However, Improvements must still comply with all other provisions of this Declaration, excepting only this Article 7.

## ARTICLE 8. VARIANCES AND TEMPORARY EXEMPTIONS

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; in such case said Owner shall also sign the Variance.

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.

8.3 Temporary Exemptions for Declarant. During the Development Period, the Declarant, and all Lots owned by the Declarant, shall be temporarily exempted from Section 4.7: Dark Sky Lighting and all of Article 6: General Use Restrictions, provided that nothing shall be done which will result in a violation of any part of this Declaration after the Development Period.

8.4 Temporary Exemptions for Others. For one (1) year following the issuance of building permit for a residential structure on any Lot, that Lot shall be temporarily exempted from the following Restrictions to the extent necessary to permit the efficient, economical and convenient completion of said Improvements, provided that during the course of such construction nothing shall be done which will result in a violation of any part of this Declaration upon completion of construction: Section 4.7: Dark Sky Lighting, Section 6.1: Allowed Uses, Section 6.2: Maintenance, Section 6.3: Storage and Parking, Section 6.4: Repair of Vehicles and Equipment, Section 6.8: Signs, and Section 6.10: Nuisance.

8.5 No Waiver. Variations and Temporary Exemptions shall not be construed as constituting any waiver of any provision in the future or as to any property not specifically described in or by the Variance or Temporary Exemption. No Variance or Temporary Exemption allowed shall in any way restrict the ability of a party hereto to enforce violations of this Declaration against Lots or Owners that do not have specific written Variations or Temporary Exemptions.

## ARTICLE 9. ENFORCEMENT

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. 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, 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.



9.2 Manner of Enforcement. Enforcement of this Declaration shall be accomplished by use of the procedures described herein. A party seeking to enforce any provision of this Declaration shall first make written demand for the discontinuance of the alleged violation. Such written demand shall be made to the Owner in question, and shall contain the name and address of the enforcing party, and a description of the alleged violation. The demand may also contain a statement as to what actions, if any, said Owner could take that would settle the matter.

9.3 Arbitration. The parties are encouraged to try to resolve disagreements among themselves, before resorting to arbitration. However, thirty (30) days after written demand is made in accordance with the above Section 9.2, arbitration proceedings may be initiated by an owner of Sunridge Subdivision property or Future Development Property. Arbitration shall take place in Eugene, Oregon. The matter shall then be resolved by a single arbitrator in accordance with ORS 36.300-365, or its successor. The arbitrator's decision shall be binding and conclusive, if not appealed, and any party to an award rendered shall be entitled to have judgement entered thereon. Notwithstanding the foregoing, the arbitrator's award may be appealed to the circuit court. The arbitrator may award injunctive relief (as to present and future violations) and/or monetary damages (for past violations).

9.4 Correction of Violation (Present and Prospective Relief). If the arbitrator finds that a violation of this Declaration occurred, has not yet been corrected, and is the type of violation that can reasonably be corrected, the arbitrator shall order the losing party to take action sufficient to remedy the violation, which may include ordering remedial steps and/or an order enjoining future violations.

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 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.

9.6 Attorneys Fees and Other Costs. If arbitration proceedings are initiated as provided herein, the prevailing party shall be entitled to have and recover from the losing party all costs, fees and expenses, including reasonable attorney fees, incurred in the arbitration proceedings, in any court action associated with the arbitration proceedings, and in any subsequent appeal. Should members of the Architectural Review Committee be made parties to a dispute under this Declaration, such member(s) shall be entitled to an award of all costs, fees and expenses, including

reasonable attorneys fees, should the decision or position of the Architectural Review Committee be substantially sustained by the arbitrator proceeding and in any subsequent appeal.

9.7 No Limitation of Arbitrator's Powers. Nothing in this Article 9 shall limit the arbitrator's right and ability to require additional remedial actions, or to award additional sums as damages, beyond those specifically required herein.

## ARTICLE 10. ADDITIONS TO SUNRIDGE SUBDIVISION

10.1 Additions to Sunridge Subdivision. Declarant shall have the right, in its absolute and sole discretion, to add additional real property to Sunridge Subdivision, so that it shall become subject to and restricted by this Declaration. An addition to Sunridge Subdivision shall be made by a supplementary declaration, containing such modifications of the provisions of this Declaration as may be necessary to reflect the different character, if any, of the addition to Sunridge Subdivision. Provided, however, that any such modifications shall apply only to the property being added to Sunridge Subdivision by said supplementary declaration. A supplementary declaration shall be signed by the Declarant and by all the record owners of the additional property, and duly recorded in the Lane County Real Property Records. Property lawfully divided and expressly made subject to this Declaration (with any appropriate modifications) as described above shall thereafter be deemed to be part of Sunridge Subdivision for purposes of the applicability and functioning of this Declaration as if all such properties and lots simultaneously had been made subject to this Declaration. Should a portion of the Future Development Property be added to the Sunridge Subdivision, the remaining portions of the Future Development Property shall continue to have the rights, including without limitation the enforcement rights, as are allocated to the Future Development Property above.

## ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1 Notification. Any notice permitted or required under this Declaration shall be in writing and shall be made either in person or by certified United States mail, return receipt requested. Notices shall be mailed to record owners of Lots and Future Development Property at the addresses shown in the Lane County Assessment and Taxation Records. Notice to the Declarant shall be made to: Shade Tree, Inc., 40160 East First Street, Lowell, OR 97452. In the event the notice is properly mailed to the correct address, but the addressee does not accept delivery, it shall nevertheless be deemed delivered on the date the United States Post Office returns the notice to the sender as undeliverable.

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 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.

11.3 Severability. Invalidation of any provision of this Declaration shall in no way affect any of the other provisions, which shall remain in full force and effect.

11.4 No Change of Circumstance. It is expressly contemplated that the Future Development Property and/or other nearby property may be divided and developed for residential purposes and also that other urban development of the vicinity may occur; such division and/or development is expressly contemplated by this Declaration and would not constitute any change in

the character of Sunridge Subdivision, the Future Development Property or the surrounding neighborhood, nor any change of circumstance.

11.5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of preserving the value, attractiveness, livability and desirability of the Sunridge Subdivision and the Future Development Property. The captions and titles in this Declaration are inserted only as a matter of convenience and for reference, and in no way describe, define, or limit the intent of this Declaration, and are not to be used in interpreting this Declaration.

11.6 Exhibits. All exhibits and attachments to this Declaration are incorporated herein.

IN WITNESS WHEREOF, Declarant executes this Declaration on this tenth day of April, 2001.

SHADE TREE, INC., Declarant

By: 

Mia Nelson, President

STATE OF OREGON, County of Lane, ss.

Personally appeared before me Mia Nelson, President of Shade Tree, Inc., an Oregon corporation, and acknowledged to me that she executed the above instrument freely and voluntarily and by authority of the Board of Directors of the corporation.

BEFORE ME:





Notary Public for Oregon

My Commission Expires: 1/25/03

county, lane

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

PAGE 1 of 2

**Future Development Property of Shade Tree, Inc.:**

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A tract of land located in the Northeast 1/4 and the Northwest 1/4 of Section 14, Township 19 South, Range 1 West of the Willamette Meridian, more particularly described as follows:

Beginning at a point 936.32 feet east and 607.93 feet south of the Initial Point of the original Plat of Lowell, as recorded in Book 4, Page 37 of the Lane County Oregon Plat Records; thence South 140.00 feet; thence South 73° 13' 00" East 250.00 feet to a 1/2 inch iron pipe; thence South 00° 02' 00" West 62.68 feet to a point on the southerly right-of-way line of that certain public roadway commonly known as East First Street, as conveyed to the City of Lowell by that certain deed recorded on Reel 1173R, Recorder's Reception No. 8152619, Lane County Oregon Deed Records and the TRUE POINT OF BEGINNING; thence along said southerly right-of-way line South 73° 13' 00" East 62.44 feet; thence leaving said southerly right-of-way line South 00° 33' 00" West 100.00 feet; thence South 73° 13' 00" East 90.00 feet; thence North 00° 33' 00" East 100.00 feet to a point on the southerly right-of-way line of said East First Street; thence along said right-of-way line 897.73 feet to a 5/8 inch iron rod located on the west line of Lane County Partition Plat No. 95-PO685; thence along said west line South 00° 02' 48" East 189.00 feet to a 5/8 inch iron rod; thence leaving said west line West 140.00 feet to a 5/8 inch iron rod; thence South 00° 02' 48" East 323.93 feet to a 5/8 inch iron rod located on the northerly line of the former Southern Pacific Railroad right-of-way as surveyed by County Survey File No. 31330; thence along said northerly right-of-way line North 79° 43' 02" West 485.75 feet to a 20 penny nail in the root of a tree; thence along a 1° 00' 32" degree curve to the right 414.25 feet, the long chord bears North 77° 37' 50" West 414.16 feet; thence North 14° 27' 42" East 100.00 feet; thence along a 1° 01' 37" degree curve to the right 604.81 feet, the long chord bears North 72° 25' 58" West 604.55 feet to the southeasterly corner of Ambleside Subdivision as recorded in File 73, Slide 305, Lane County Oregon Plat Records; thence along the east line of said Ambleside Subdivision North 00° 01' 25" East 392.31 feet, more or less, to the southwest corner of those certain parcels survey and filed in Lane County Survey File No. 25662; thence along the southerly line of said CSF No. 25622 South 73° 13' 00" East 341.73 feet; thence North 00° 33' 00" East 20.00 feet; thence South 73° 13' 00" East 250.00 feet to the southeast corner of said CSF No. 25622; thence along the east line of said CSF No. 25622 North 00° 33' 00" East 120.00 feet to the TRUE POINT OF BEGINNING, all in Lane County, Oregon.

EXCEPT THEREFROM, any portion of the above tract which is included within the boundaries of the SUNRIDGE SUBDIVISION, as platted and recorded in the Lane County Oregon Plat Records on April 9, 2001, File Number 75, Slide Number 1091, Recording Number 2001-020173.

**EXHIBIT A**  
TO  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EQUITABLE SERVITUDES  
FOR SUNRIDGE SUBDIVISION  
PAGE 2 of 2

**Future Development Property of Roy Nelson:**

Parcel 2 of Land Partition Plat, 97-P1008, Lane County Oregon Plat Records.

**Future Development Property of Roy Nelson, Mia Nelson, Richard Johnson:**

Beginning at a point 936.32 feet east and 607.93 feet south of the initial point of the Plat of Lowell, as recorded in Book 4, Page 37 of the Lane County Oregon Plat Records and the TRUE POINT OF BEGINNING; and running thence South 140.0 feet; thence South 73°13'00" East 250.0 feet to a 1/2" iron pipe on the northerly right-of-way line of that certain public roadway commonly known as East First Street; thence along said northerly right-of-way line South 73°13'00" East 1035 feet, more or less, to 5/8" iron rod on the east line of the Meadows Addition to Lowell, now vacated, as recorded in Book 4, Page 56 of the Lane County Oregon Plat Records; thence North along said east line to the northeast corner of Lot 85 of said Meadows Addition to Lowell; thence West to the northwest corner of Lot 90 of said Meadows Addition to Lowell; thence South 2°30'00" West along the west line of said Lot 90 to a point that is North 73°13'00" West of the Point of Beginning; thence South 73°13'00" East to the TRUE POINT OF BEGINNING.

EXCEPT that certain tract of land described in deeds to Cedric S. Baldwin, and wife, recorded September 8, 1988, Reception Numbers 8837287, 8837288, 8837289, Lane County Official Records;

ALSO EXCEPT that certain tract of land described in deeds to The City of Lowell recorded December 30, 1981, Reception Numbers 8152622, 8152623 and 8152624, Lane County Official Records;

ALSO EXCEPT that certain tract of land described in a deed to Donald and Rita Jackson, husband & wife, recorded August 29, 1997, Reception Number 9758910, Lane County Official Records;

ALSO EXCEPT that certain tract of land described in a deed to Matthew Jackson recorded September 6, 1996, Reception Number 9660298, Lane County Official Records;

ALSO EXCEPT that certain tract of land described in a deed to Gregory and Signe Landin, husband & wife, recorded September 3, 1997, Reception Number 9759695, Lane County Official Records;

ALSO EXCEPT that certain tract of land described in a deed to Rick and Susan Shoot, husband & wife, recorded April 11, 2000, Reception Number 2000-20489, Lane County Official Records; and

ALSO EXCEPT that certain tract of land described in a deed to Bonnie K. Nelson, recorded September 12, 1997, Reception Number 9761982, Lane County Official Records.

# INDIVIDUAL LOT MAP SUNRIDGE SUBDIVISION LOT 1 - 7905 SQ. FT.

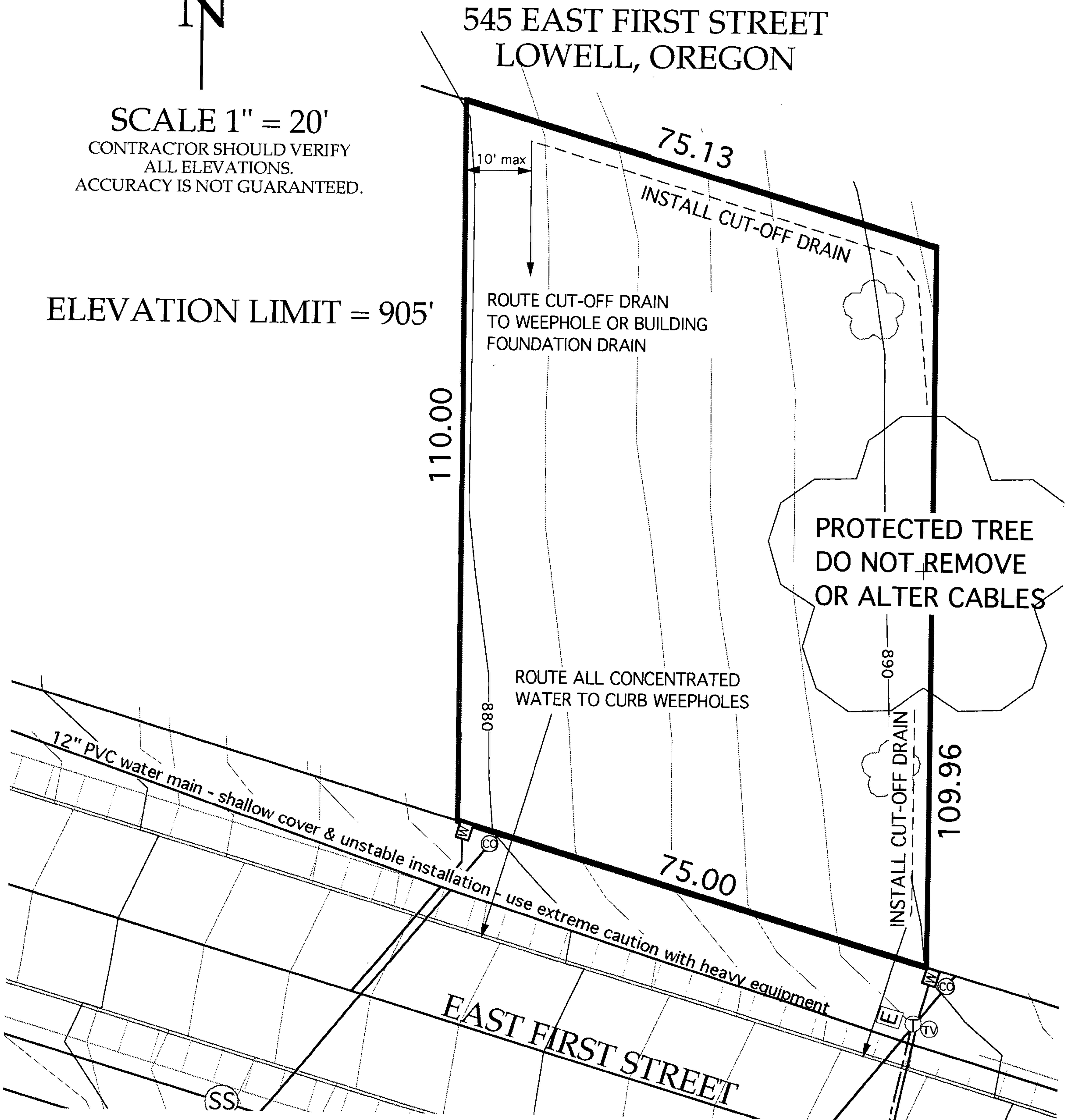


SCALE 1" = 20'

CONTRACTOR SHOULD VERIFY  
ALL ELEVATIONS.  
ACCURACY IS NOT GUARANTEED.

ELEVATION LIMIT = 905'

545 EAST FIRST STREET  
LOWELL, OREGON



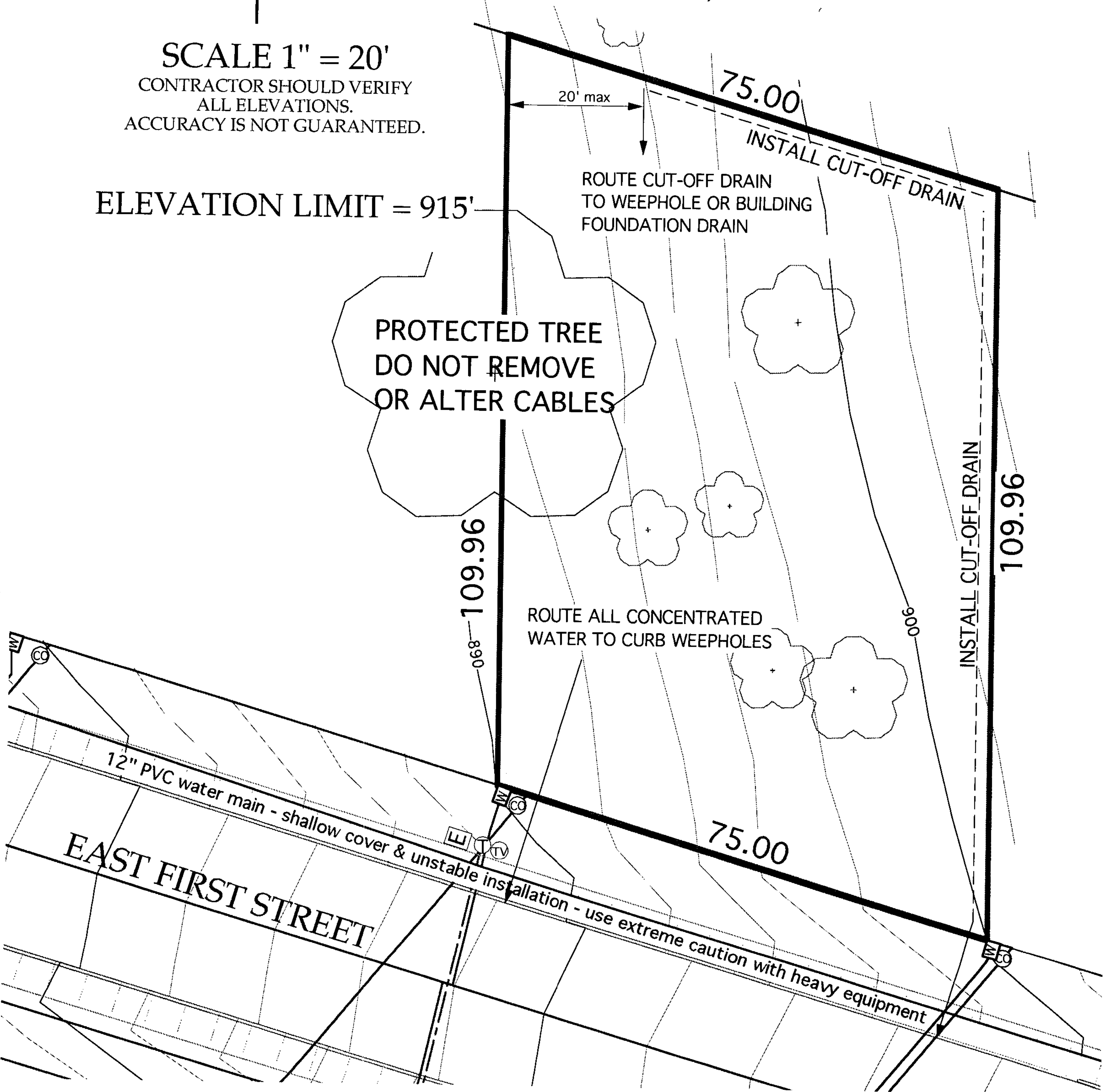
# INDIVIDUAL LOT MAP SUNRIDGE SUBDIVISION LOT 2 - 7898 SQ. FT.



551 EAST FIRST STREET  
LOWELL, OREGON

SCALE 1" = 20'  
CONTRACTOR SHOULD VERIFY  
ALL ELEVATIONS.  
ACCURACY IS NOT GUARANTEED.

ELEVATION LIMIT = 915'



PROTECTED TREE  
DO NOT REMOVE  
OR ALTER CABLES

ROUTE CUT-OFF DRAIN  
TO WEEPHOLE OR BUILDING  
FOUNDATION DRAIN

ROUTE ALL CONCENTRATED  
WATER TO CURB WEEPHOLES

12" PVC water main - shallow cover & unstable installation - use extreme caution with heavy equipment

EAST FIRST STREET

75.00

109.96

109.96

75.00

INSTALL CUT-OFF DRAIN

INSTALL CUT-OFF DRAIN

900

20' max

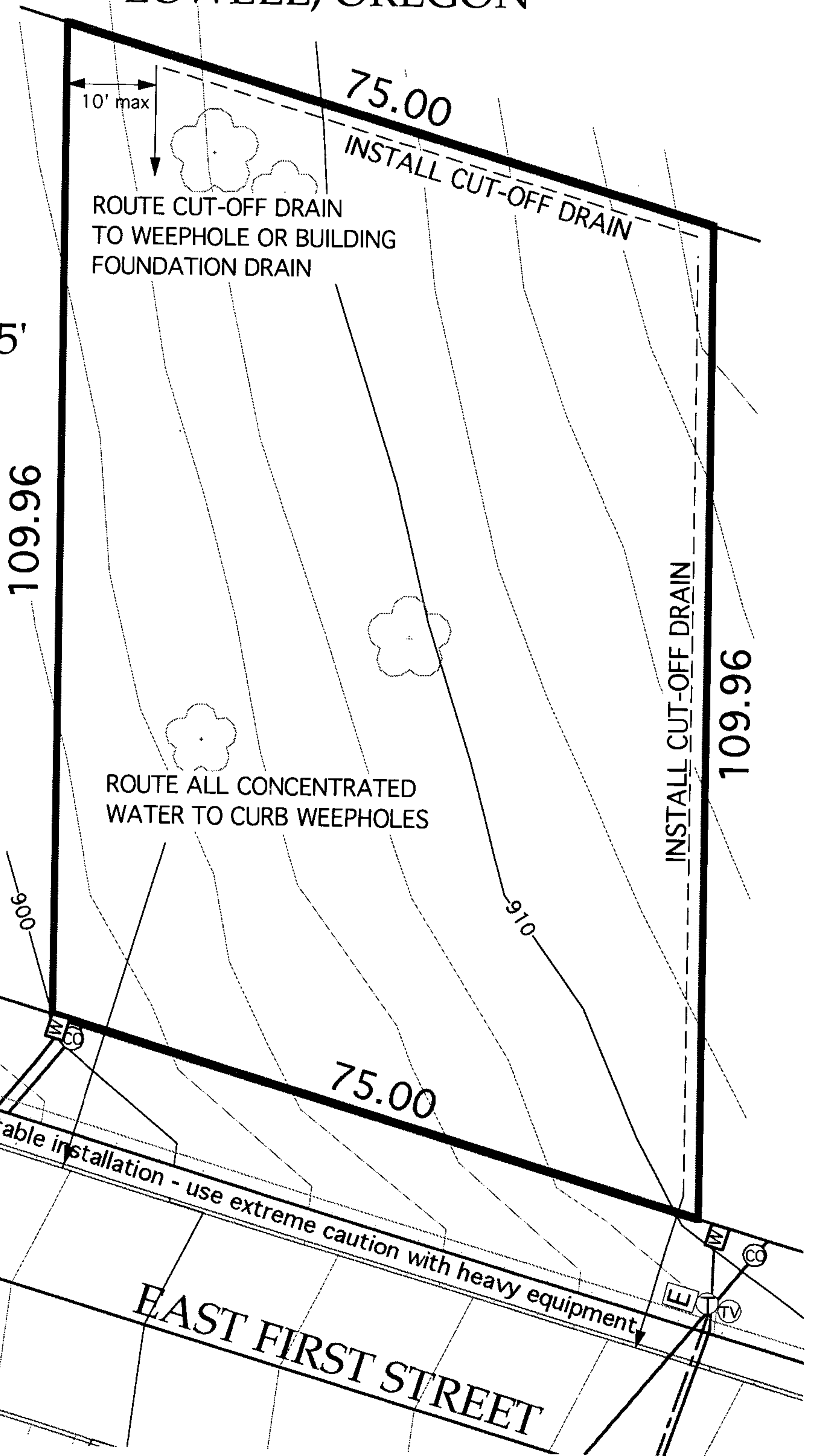
# INDIVIDUAL LOT MAP SUNRIDGE SUBDIVISION LOT 3 - 7898 SQ. FT.



SCALE 1" = 20'  
CONTRACTOR SHOULD VERIFY  
ALL ELEVATIONS.  
ACCURACY IS NOT GUARANTEED.

ELEVATION LIMIT = 925'

557 EAST FIRST STREET  
LOWELL, OREGON





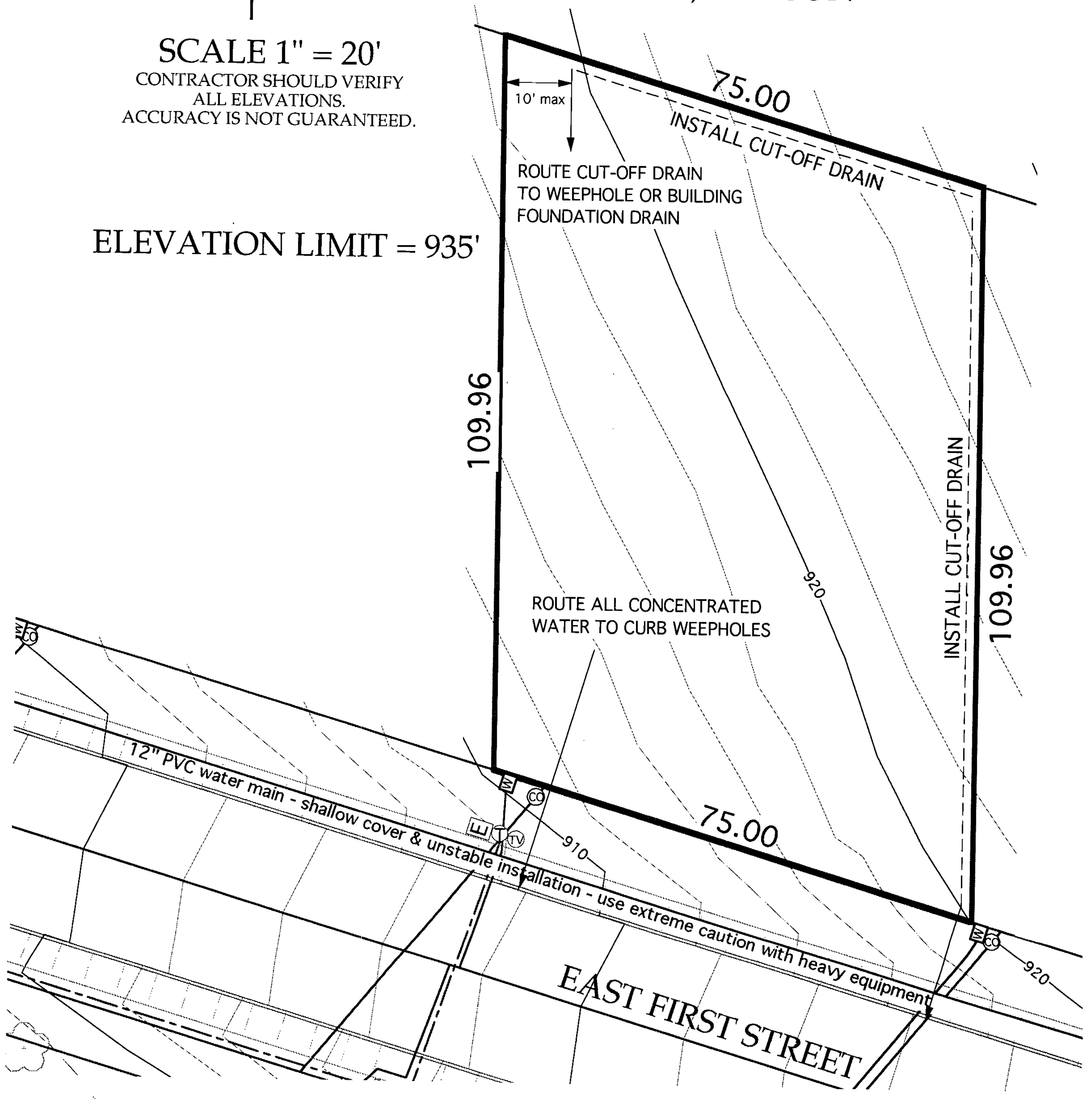
# INDIVIDUAL LOT MAP SUNRIDGE SUBDIVISION LOT 4 - 7898 SQ. FT.



SCALE 1" = 20'  
CONTRACTOR SHOULD VERIFY  
ALL ELEVATIONS.  
ACCURACY IS NOT GUARANTEED.

563 EAST FIRST STREET  
LOWELL, OREGON

ELEVATION LIMIT = 935'



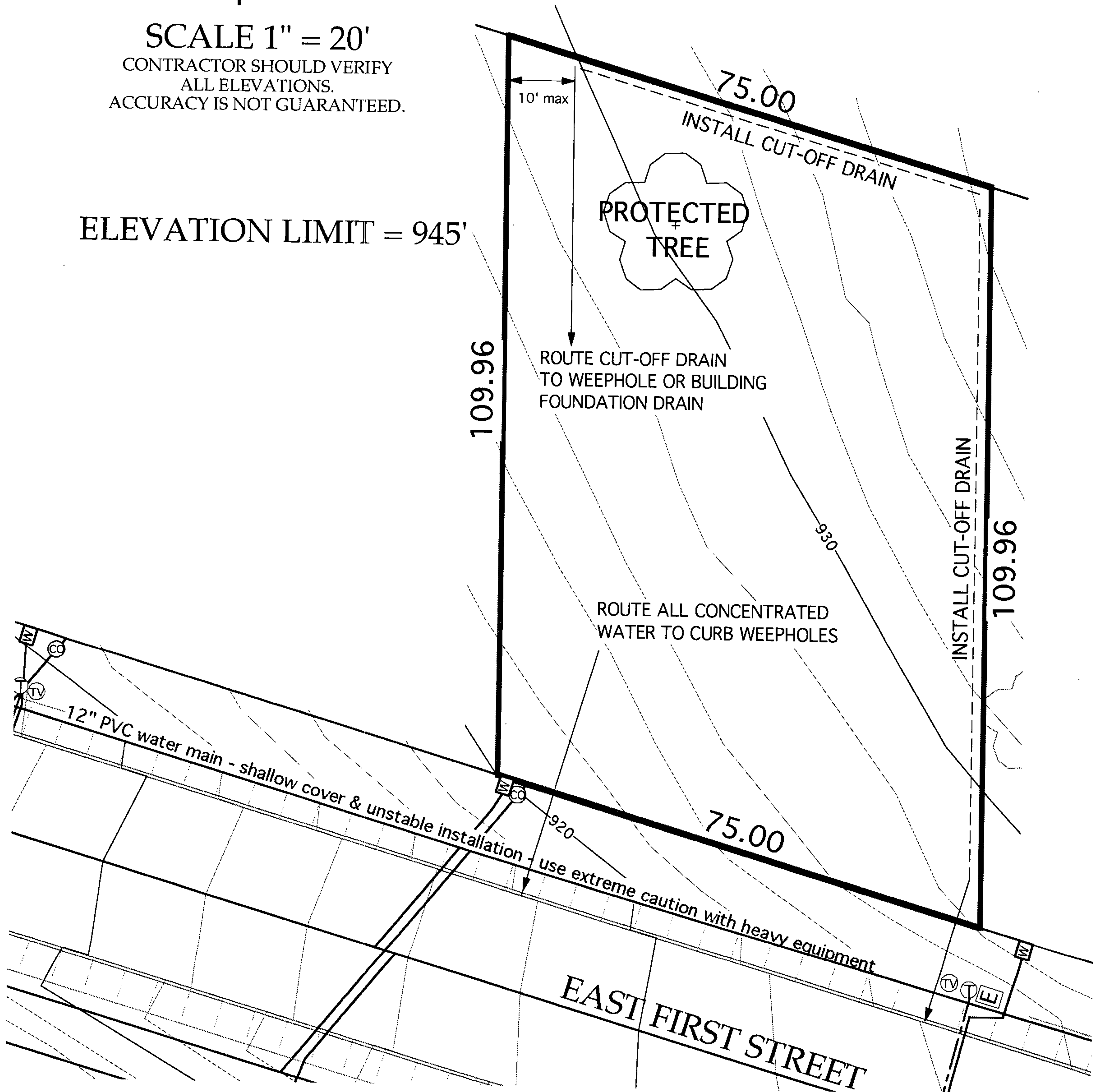
# INDIVIDUAL LOT MAP SUNRIDGE SUBDIVISION LOT 5 - 7898 SQ. FT.



569 EAST FIRST STREET  
LOWELL, OREGON

SCALE 1" = 20'  
CONTRACTOR SHOULD VERIFY  
ALL ELEVATIONS.  
ACCURACY IS NOT GUARANTEED.

ELEVATION LIMIT = 945'



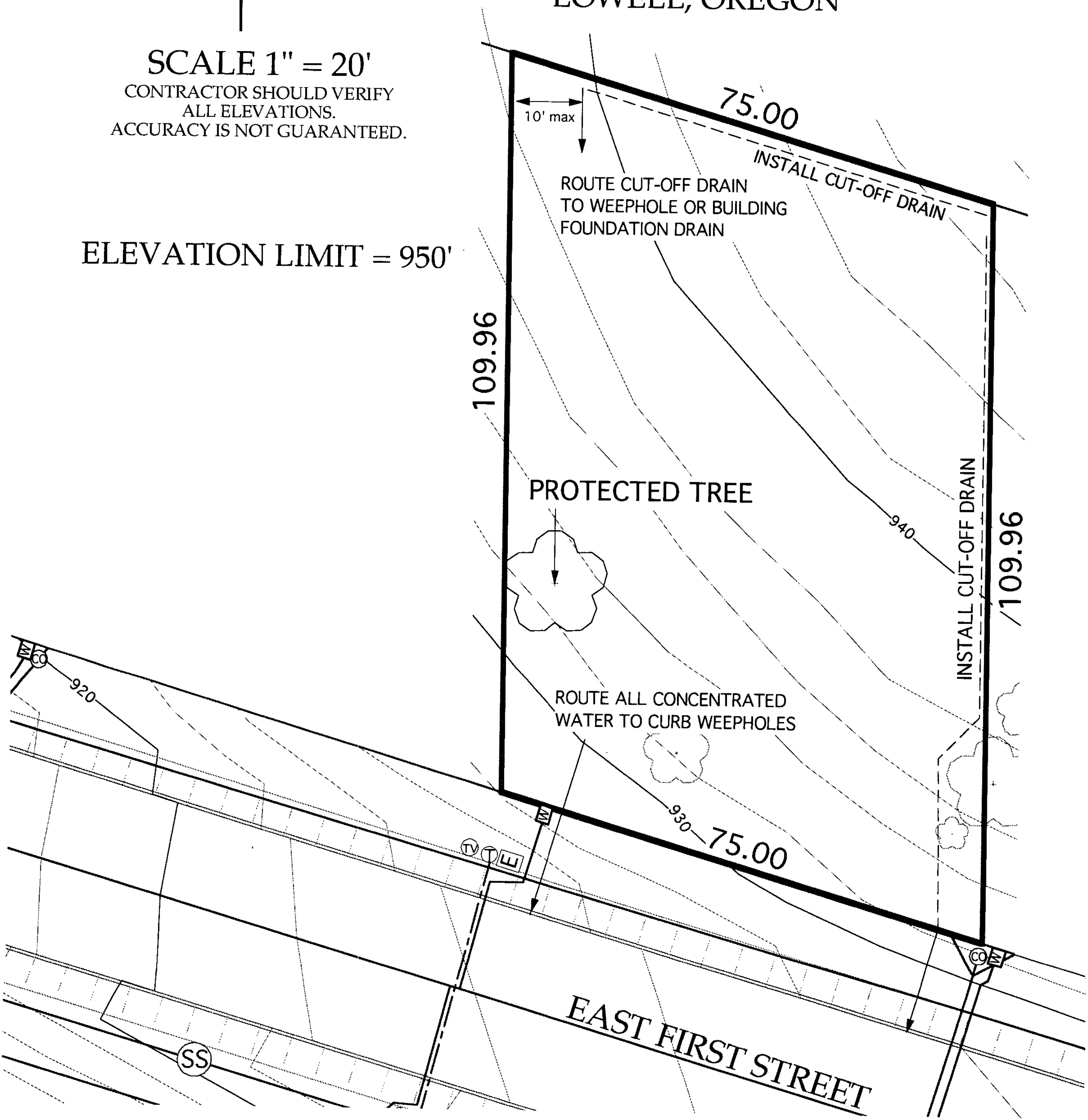
# INDIVIDUAL LOT MAP SUNRIDGE SUBDIVISION LOT 6 - 7898 SQ. FT.



575 EAST FIRST STREET  
LOWELL, OREGON

SCALE 1" = 20'  
CONTRACTOR SHOULD VERIFY  
ALL ELEVATIONS.  
ACCURACY IS NOT GUARANTEED.

ELEVATION LIMIT = 950'



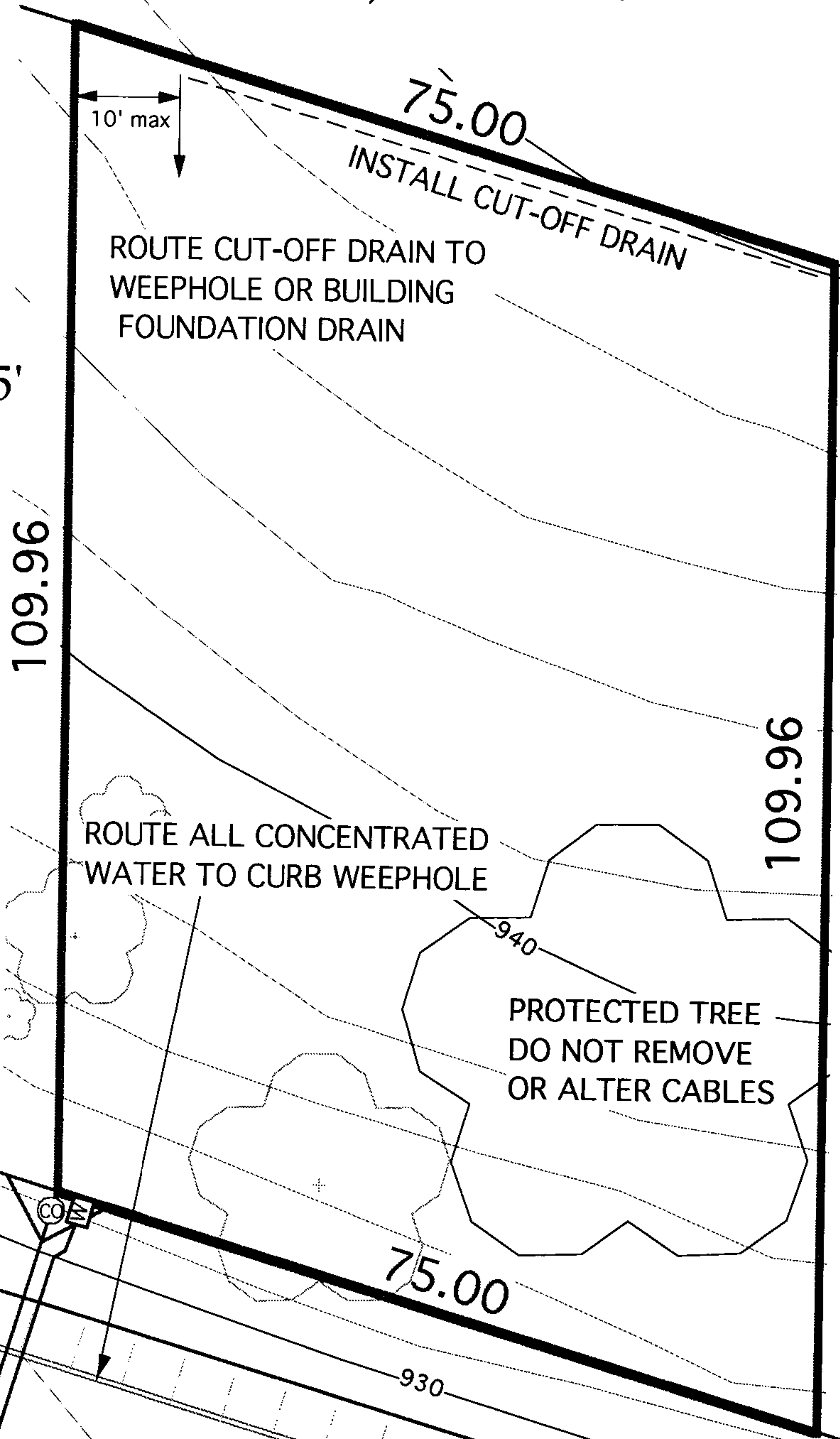
# INDIVIDUAL LOT MAP SUNRIDGE SUBDIVISION LOT 7 - 7898 SQ. FT.



SCALE 1" = 20'  
CONTRACTOR SHOULD VERIFY  
ALL ELEVATIONS.  
ACCURACY IS NOT GUARANTEED.

ELEVATION LIMIT = 955'

581 EAST FIRST STREET  
LOWELL, OREGON



109.96

109.96

75.00

75.00

10' max

PROTECTED TREE  
DO NOT REMOVE  
OR ALTER CABLES

ROUTE ALL CONCENTRATED  
WATER TO CURB WEEPHOLE

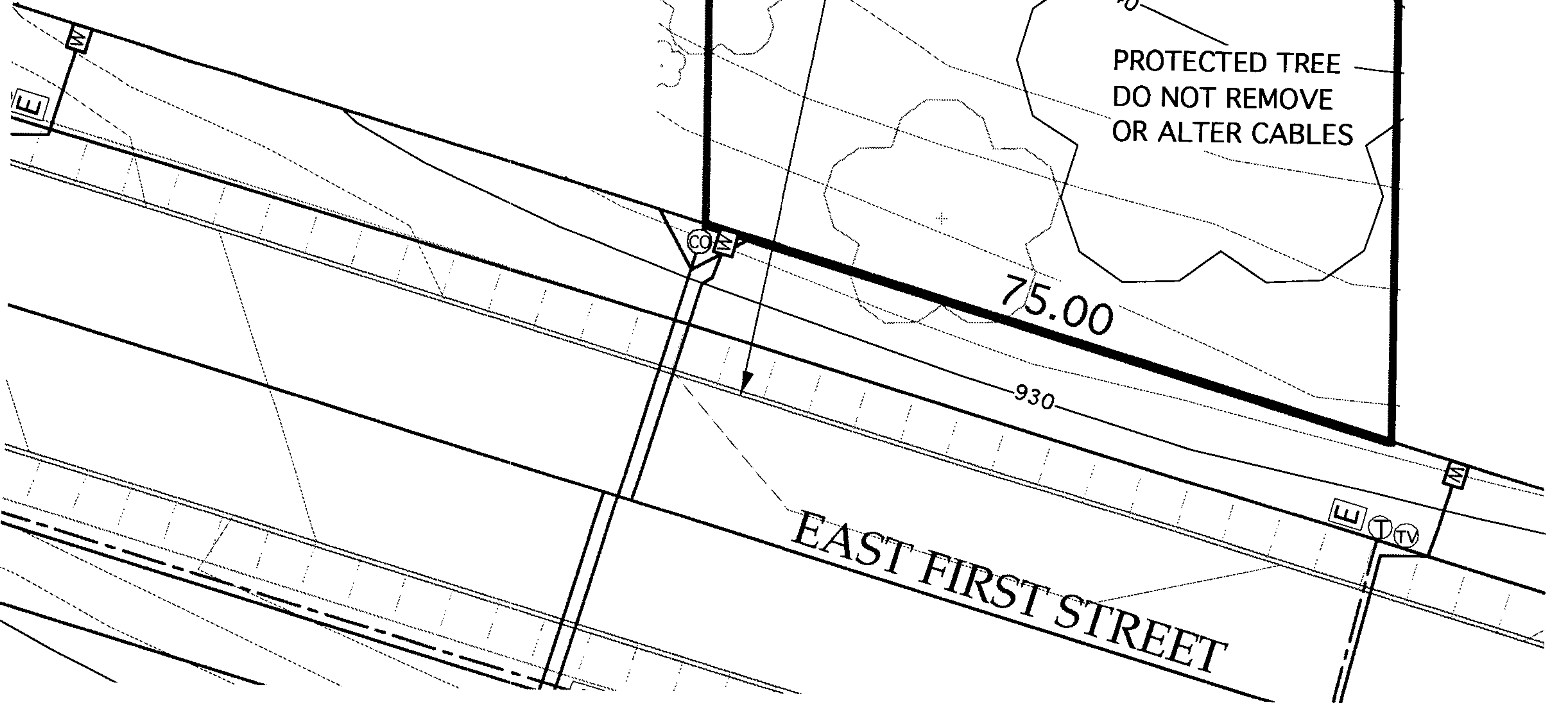
ROUTE CUT-OFF DRAIN TO  
WEEPHOLE OR BUILDING  
FOUNDATION DRAIN

INSTALL CUT-OFF DRAIN

EAST FIRST STREET

930

940



# INDIVIDUAL LOT MAP SUNRIDGE SUBDIVISION LOT 8 - 7898 SQ. FT.

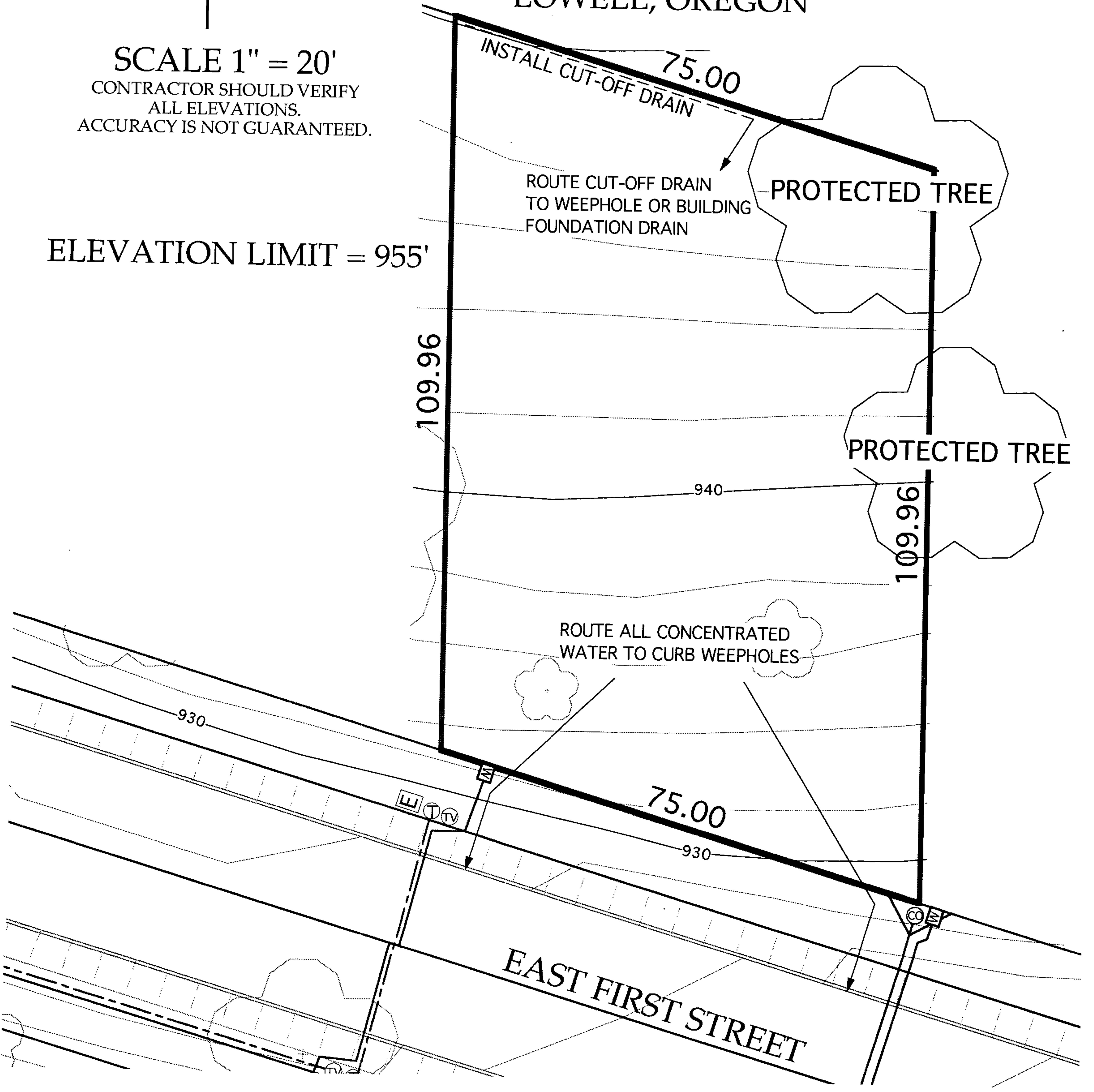


SCALE 1" = 20'

CONTRACTOR SHOULD VERIFY  
ALL ELEVATIONS.  
ACCURACY IS NOT GUARANTEED.

ELEVATION LIMIT = 955'

585 EAST FIRST STREET  
LOWELL, OREGON



75.00  
INSTALL CUT-OFF DRAIN

ROUTE CUT-OFF DRAIN  
TO WEEPHOLE OR BUILDING  
FOUNDATION DRAIN

PROTECTED TREE

109.96

PROTECTED TREE

109.96

940

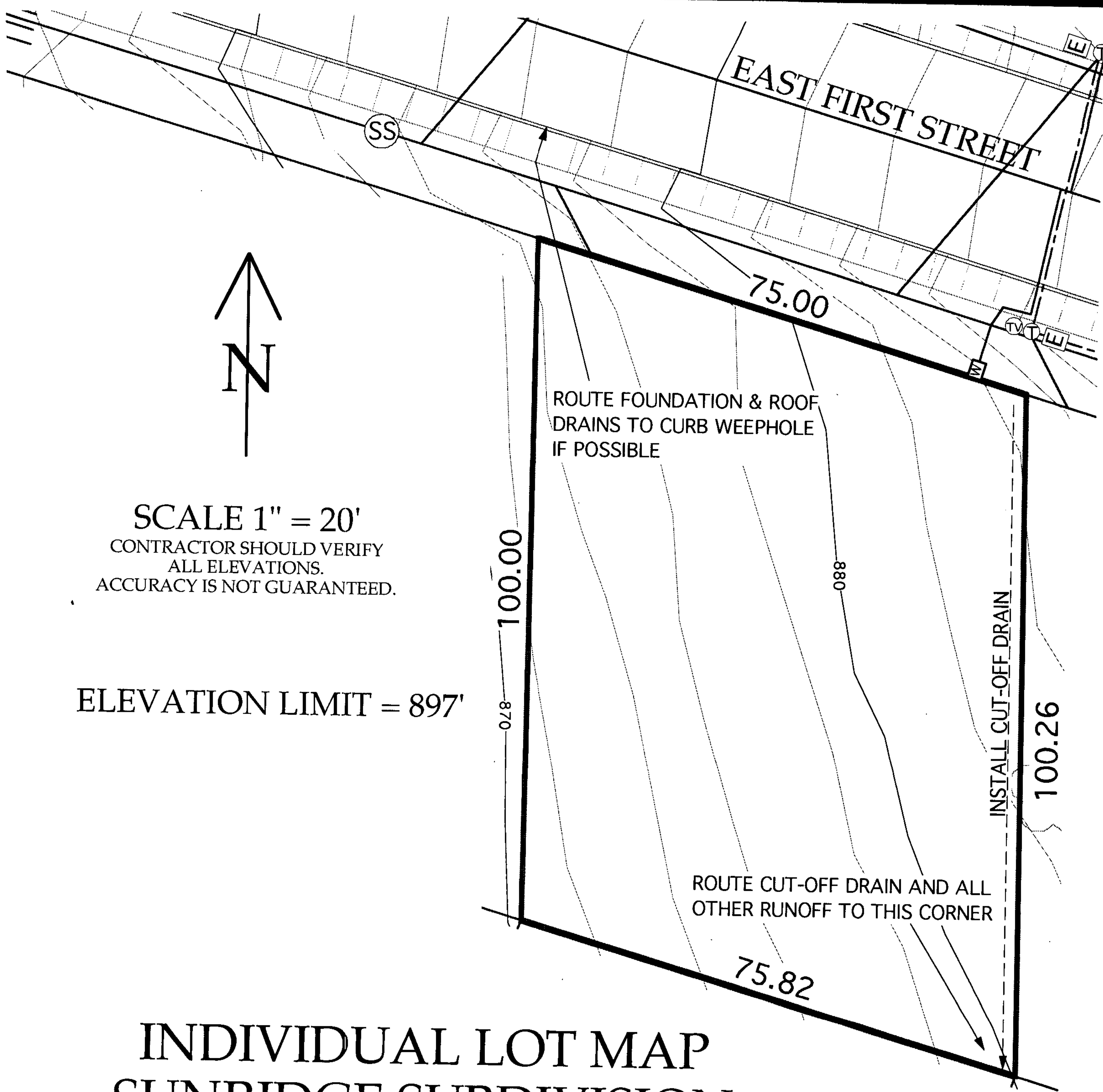
ROUTE ALL CONCENTRATED  
WATER TO CURB WEEPHOLES

930

75.00

930

EAST FIRST STREET

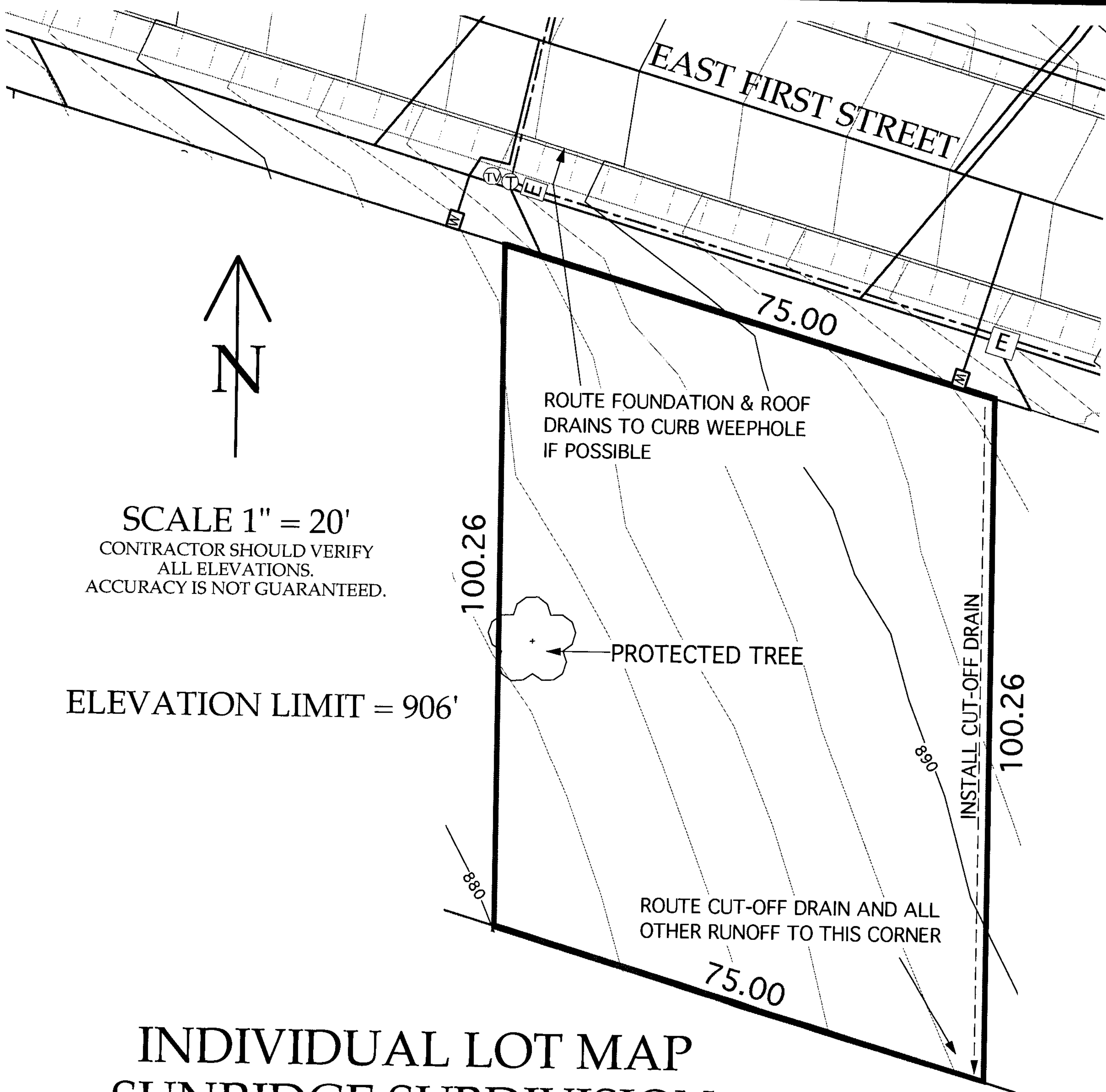


SCALE 1" = 20'  
 CONTRACTOR SHOULD VERIFY  
 ALL ELEVATIONS.  
 ACCURACY IS NOT GUARANTEED.

ELEVATION LIMIT = 897'

**INDIVIDUAL LOT MAP  
 SUNRIDGE SUBDIVISION  
 LOT 9 - 7244 SQ. FT.**

542 EAST FIRST STREET  
 LOWELL, OREGON

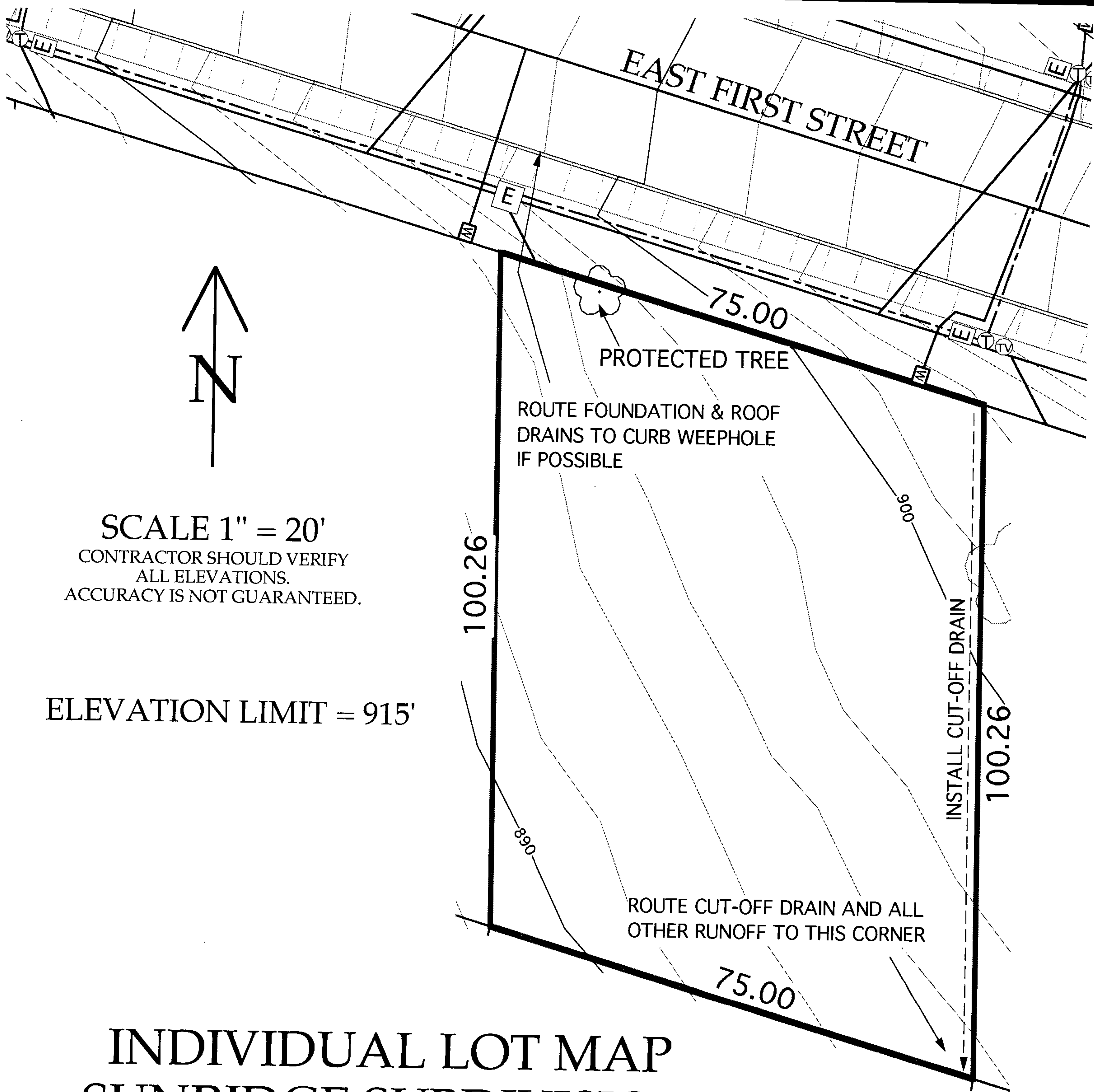


SCALE 1" = 20'  
 CONTRACTOR SHOULD VERIFY  
 ALL ELEVATIONS.  
 ACCURACY IS NOT GUARANTEED.

ELEVATION LIMIT = 906'

**INDIVIDUAL LOT MAP  
 SUNRIDGE SUBDIVISION  
 LOT 10 - 7202 SQ. FT.**

548 EAST FIRST STREET  
 LOWELL, OREGON



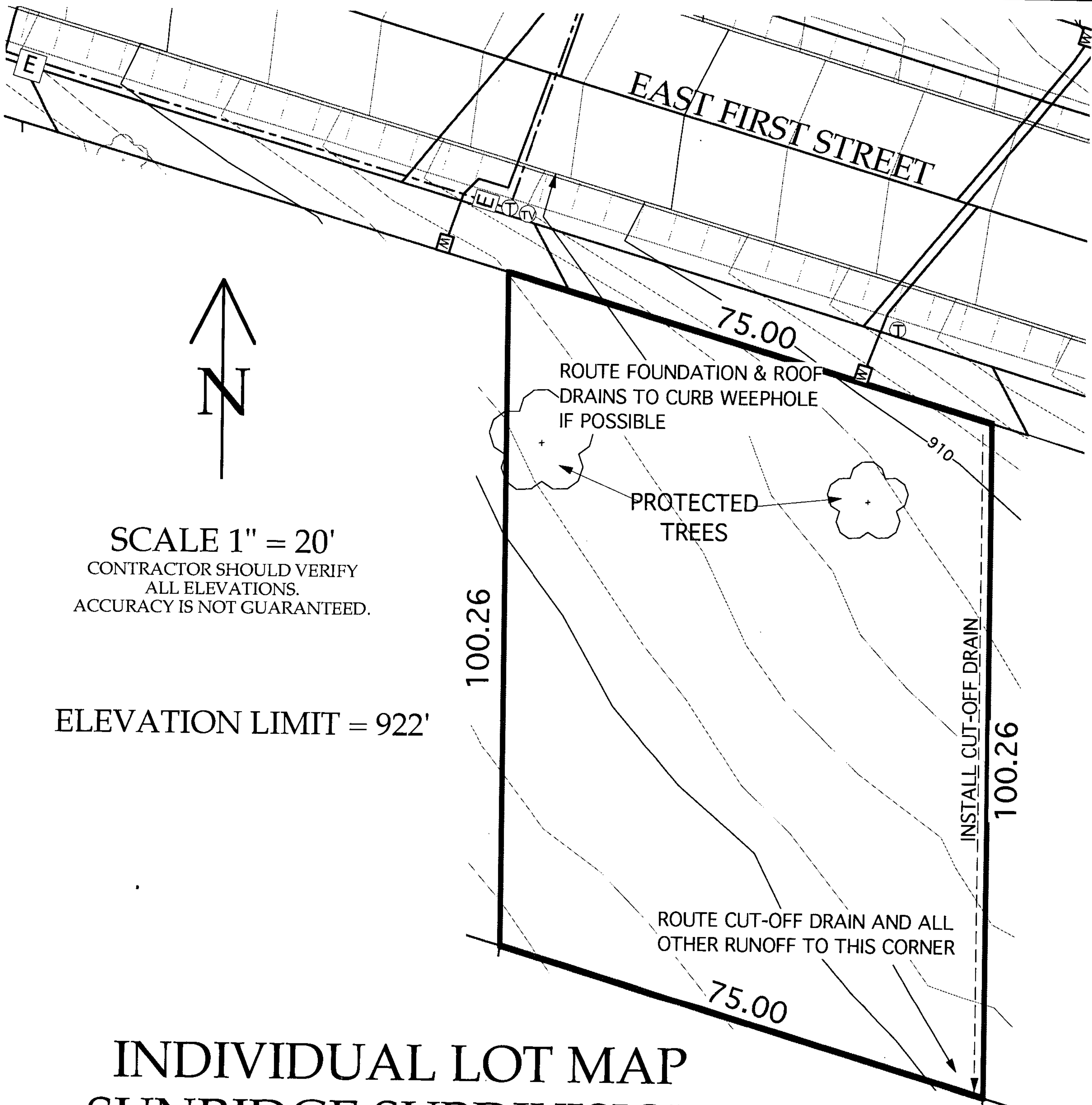
SCALE 1" = 20'  
 CONTRACTOR SHOULD VERIFY  
 ALL ELEVATIONS.  
 ACCURACY IS NOT GUARANTEED.

ELEVATION LIMIT = 915'

**INDIVIDUAL LOT MAP  
 SUNRIDGE SUBDIVISION  
 LOT 11 - 7202 SQ. FT.**

554 EAST FIRST STREET  
 LOWELL, OREGON



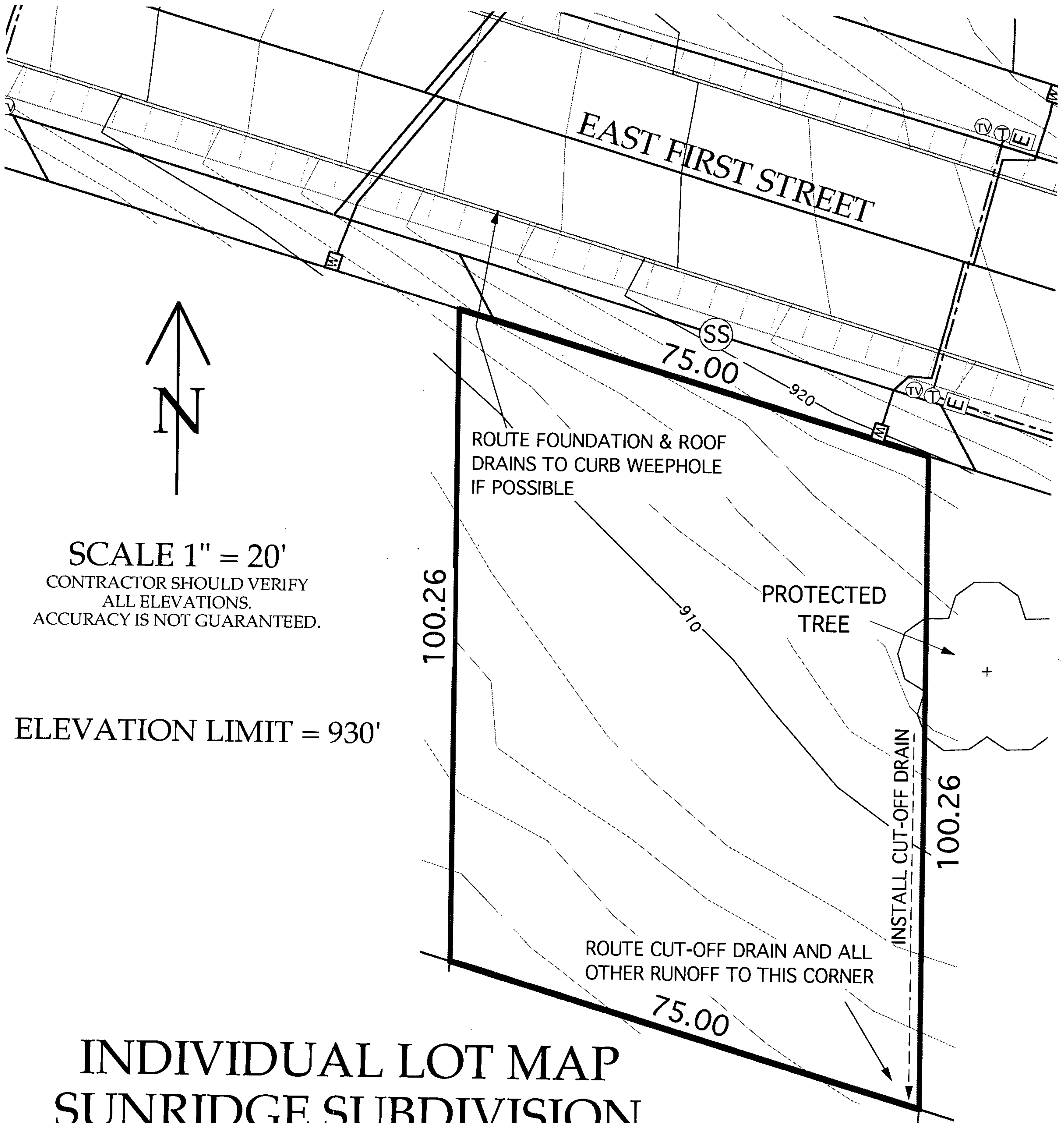


SCALE 1" = 20'  
 CONTRACTOR SHOULD VERIFY  
 ALL ELEVATIONS.  
 ACCURACY IS NOT GUARANTEED.

ELEVATION LIMIT = 922'

**INDIVIDUAL LOT MAP  
 SUNRIDGE SUBDIVISION  
 LOT 12 - 7202 SQ. FT.**

560 EAST FIRST STREET  
 LOWELL, OREGON

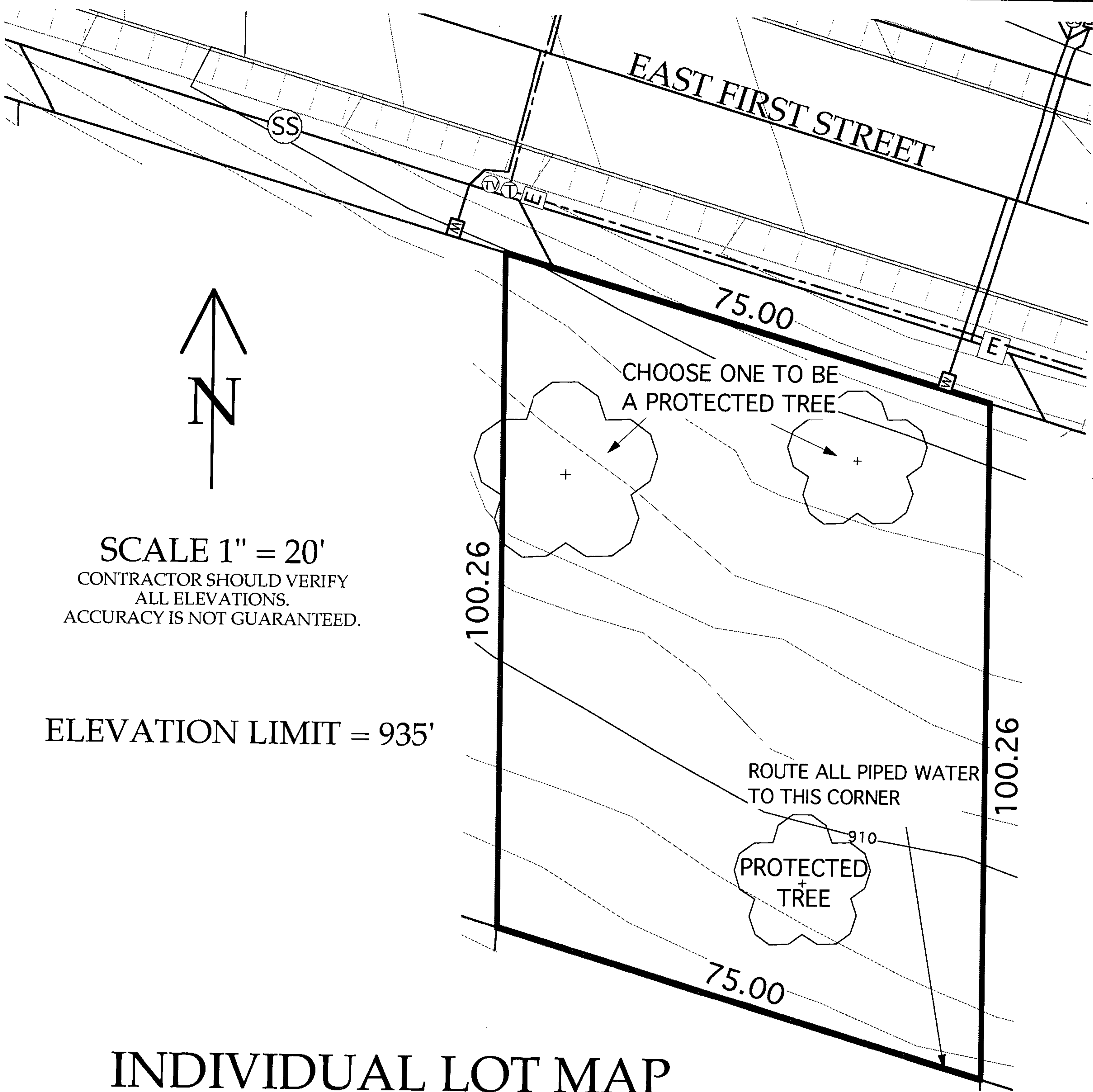


SCALE 1" = 20'  
 CONTRACTOR SHOULD VERIFY  
 ALL ELEVATIONS.  
 ACCURACY IS NOT GUARANTEED.

ELEVATION LIMIT = 930'

**INDIVIDUAL LOT MAP  
 SUNRIDGE SUBDIVISION  
 LOT 13 - 7202 SQ. FT.**

566 EAST FIRST STREET  
 LOWELL, OREGON

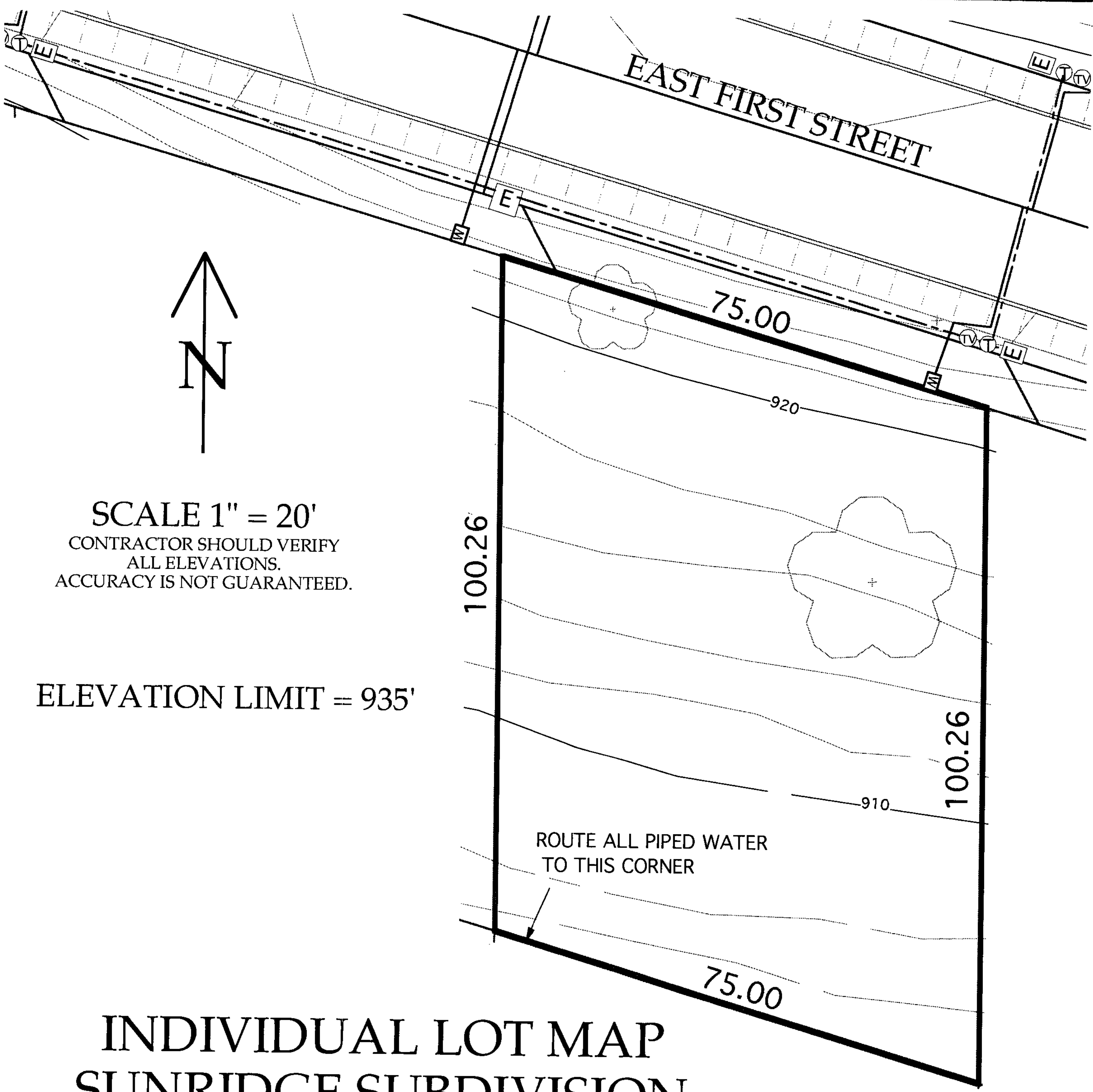


SCALE 1" = 20'  
 CONTRACTOR SHOULD VERIFY  
 ALL ELEVATIONS.  
 ACCURACY IS NOT GUARANTEED.

ELEVATION LIMIT = 935'

**INDIVIDUAL LOT MAP  
 SUNRIDGE SUBDIVISION  
 LOT 14 - 7202 SQ. FT.**

572 EAST FIRST STREET  
 LOWELL, OREGON



EAST FIRST STREET



SCALE 1" = 20'

CONTRACTOR SHOULD VERIFY  
ALL ELEVATIONS.  
ACCURACY IS NOT GUARANTEED.

ELEVATION LIMIT = 935'

100.26

75.00

920

100.26

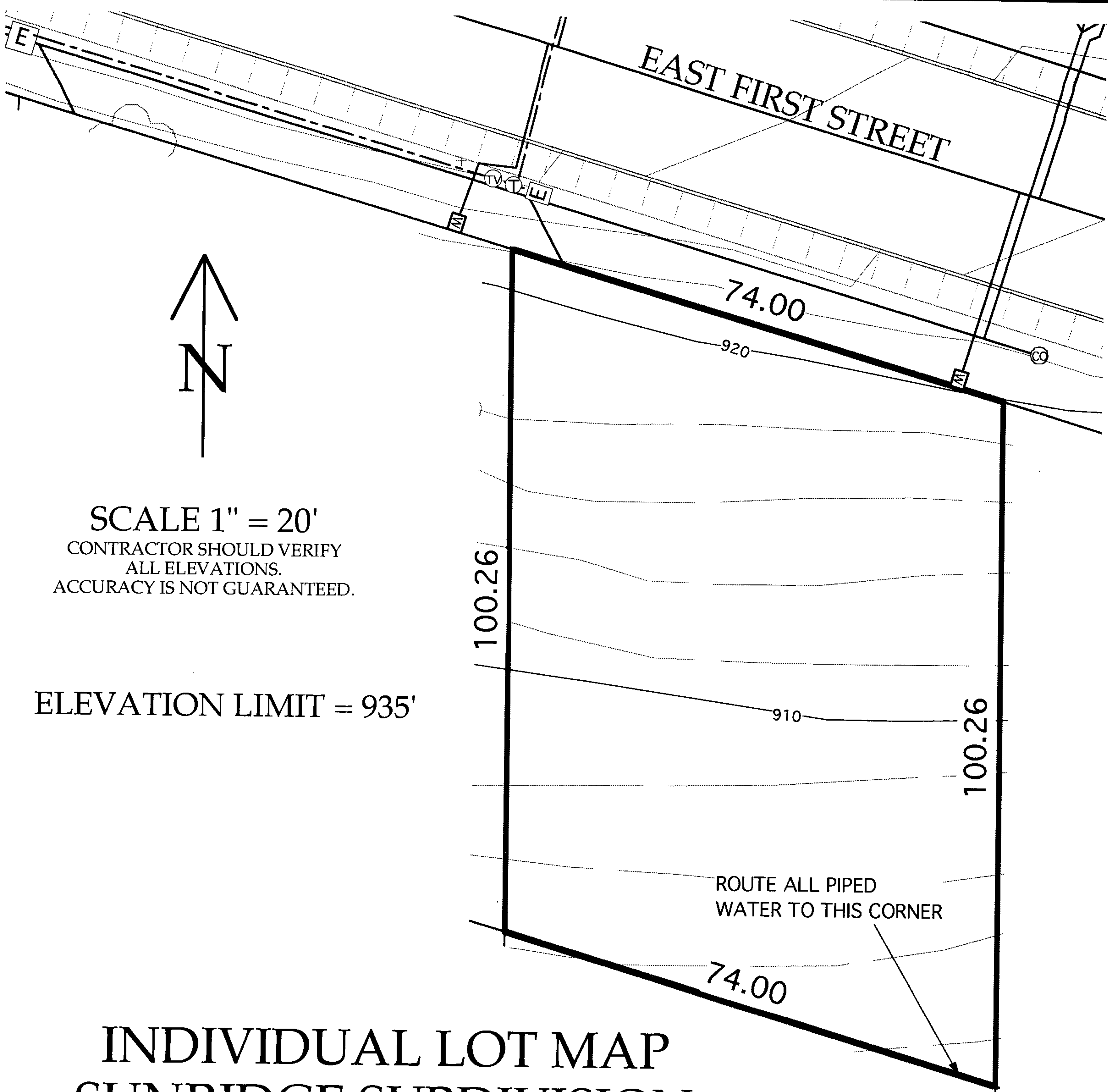
910

ROUTE ALL PIPED WATER  
TO THIS CORNER

75.00

INDIVIDUAL LOT MAP  
SUNRIDGE SUBDIVISION  
LOT 15 - 7202 SQ. FT.

578 EAST FIRST STREET  
LOWELL, OREGON



SCALE 1" = 20'  
CONTRACTOR SHOULD VERIFY  
ALL ELEVATIONS.  
ACCURACY IS NOT GUARANTEED.

ELEVATION LIMIT = 935'

# INDIVIDUAL LOT MAP SUNRIDGE SUBDIVISION LOT 16 - 7105 SQ. FT.

584 EAST FIRST STREET  
LOWELL, OREGON