

JOSEPHINE COUNTY OFFICIAL RECORDS
ART HARVEY, COUNTY CLERK **2015-016982**
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Cnt=1 Pgs=18 Stn=5 LBOSS
\$90.00 \$11.00 \$20.00 \$10.00 \$5.00 Total:\$136.00

After Recording Return to:
Robert A. Graham Jr.
Attorney at Law
236 N.W. "E" Street
Grants Pass, Oregon 97526



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I, Art Harvey, County Clerk, certify that the within document was received and duly recorded in the official records of Josephine County.

**FIRST RESTATEMENT
OF
DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS
FOR
MEADOW WOOD SUBDIVISION**

WHEREAS, the original Declaration of Reservations and Restrictive Covenants for Meadow Wood Subdivision, dated December 29, 2000 and recorded on January 3, 2001 as Instrument No. 01-184, Josephine County Deed Records submitted by Willow Development Consultants, LLC subjected the property known as the Meadow Wood Subdivision to certain covenants, restrictions, reservations, assessments, easements, charges and liens; and

WHEREAS, Willow Development Consultants, LLC has in accordance with ARTICLE IX (TRANSITION AND TURNOVER) of the original Declaration described above transferred all administrative responsibility of the Meadow Wood Subdivision to the Meadow Wood Subdivision Homeowner's Association Inc., effective February 13, 2008; and

WHEREAS, Willow Development Consultants, LLC no longer owns any Lots in the Meadow Wood Subdivision; and

WHEREAS, Meadow Wood Subdivision Homeowner's Association, Inc. deems it necessary for the efficient administration of the Meadow Wood Subdivision that this First Restatement of Declaration supersedes and replaces the original Declaration and all Amendments to that Instrument.

NOW THEREFORE, the original Declaration described above is hereby superseded and restated by this First Restatement of Declaration as follows:

The Meadow Wood Subdivision is designed to be a premier residential community. It is the responsibility of the Meadow Wood Subdivision Homeowner's Association Board of Directors to administer and maintain the development in the best interest of the Owners. Establishing the following covenants, conditions and restrictions will allow the Board of Directors to maintain the high property value and quality of life that the Owners have come to expect.

Articles I through XIV of this First Restatement of Declaration are imposed upon the property, and run with the title to such property from owner to owner.

Specific requests for exception to any of the following covenants, conditions and restrictions to accommodate unique or unusual circumstances shall be submitted to the Meadow Wood Subdivision Homeowner's Association Board of Directors and may be approved if any such exception is deemed beneficial and acceptable to the best interests of the Meadow Wood Subdivision Homeowner's Association.

ARTICLE I DEFINITIONS

The following words, when used in this First Restatement of Declaration, or any amended supplemental declarations, shall have the following meanings, unless the context otherwise requires:

1. ARCHITECTURAL CONTROL COMMITTEE shall be appointed by the Board of Directors and will be an advisory committee to the Board of Directors for the purpose of maintaining the quality standards and ensuring the highest value for the Owners of the Meadow Wood Subdivision.
2. ASSESSMENTS shall include Regular, Special and Extraordinary assessments levied by the Board of Directors to cover current, projected or other approved Common Expenses.
3. ASSOCIATION shall mean the Meadow Wood Subdivision Homeowner's Association Inc., a non-profit corporation, organized and existing under the laws of the State of Oregon.
4. BOARD OF DIRECTORS shall be elected by the Association for the purpose of managing the Association's day-to-day administrative and financial responsibilities. The current Board of Directors may appoint replacements as needed to fill mid-term vacancies.
5. BUILDING means any roofed or walled structure built for temporary or permanent use upon the property.
6. BYLAWS shall mean those duly adopted by the Association.
7. COMMON AREAS shall mean Lots 9 and 33 including all the land and improvements.
8. COMMON EXPENSES shall mean the expenses of administration and maintenance as agreed upon as common by the Board of Directors, Members of the Association and expenses declared common by this First Restatement of Declaration, or the Bylaws of the Association.
9. DAYLIGHT BASEMENTS means basements with one wall open to egress at the general grade.
10. DECLARANT shall be the Association.
11. DECLARATION shall mean this First Restatement of Declaration of Reservations and Restrictive Covenants for Meadow Wood Subdivision.
12. DEVELOPER shall mean Willow Development Consultants LLC, an Oregon Limited Liability Company.
13. DEVELOPMENT shall mean the Meadow Wood Subdivision.
14. DWELLING UNIT shall mean a Building located on a Lot designed for use as a residence by a single Family.
15. FAMILY shall mean:
 - A. A group of people related to each other by blood, marriage or adoption, or
 - B. A non-related group of not more than five (5) people who maintain a common household.

16. LOT means a unit of land within the Property subject to this Declaration, and designated as a Lot on the Final Plat(s) of the Meadow Wood Subdivision.
17. MEADOW WOOD SUBDIVISION means the Meadow Wood Subdivision as currently approved by the City of Grants Pass.
18. MEMBERS OF THE ASSOCIATION shall mean all of the Owners of Lots in the Meadow Wood Subdivision.
19. OTHER TERMS in this Declaration that are not specifically defined shall have the meaning set forth in Oregon Revised Statutes, or common usage.
20. OWNER means the recorded Owner, or contract purchaser, of a fee simple estate to any Lot.
21. PROPERTY means the fee simple land that is subject to this Declaration as set forth in Exhibit A.

ARTICLE II PROPERTY SUBJECT TO DECLARATION

SECTION 1: The Lots within the Development have been conveyed to each Owner in a fee simple estate. That ownership is subject to all of the terms and conditions set forth in this Declaration and Bylaws of the Association.

SECTION 2: The Common Areas have been conveyed to the Association in a fee simple estate. That ownership is subject to all of the terms and conditions set forth in this Declaration and Bylaws of the Association.

SECTION 3: The use of the Common Areas is limited as follows:

A. The Common Areas are dedicated to the City of Grants Pass as a privately owned portion of the Grants Pass Storm Drainage System and will be maintained as wetlands in accordance with the Permit approved by the Oregon Department of State Lands. No other Common Areas were set aside by the Developer for any other purpose.

B. The Common Areas benefit all Owners by their natural beauty and increase the overall quality of life in the Development. No Common Areas are set aside for the personal use of the Owners.

SECTION 4: The Common Areas shall remain undivided, and no Owner shall bring any action for partitions of the same.

ARTICLE III EASEMENTS

SECTION 1: The planter strip and sidewalk along Cloverlawn Drive was obligated to the City of Grants Pass by the Developer as part of the 10' City Utility and Sidewalk Easement. This easement applies to Lots 89, 98, 99, 108 and 109.

SECTION 2: The Owner of Lot 91 acknowledges the drainage easement along its rear lot line and common lot line with Lot 90. The Owner of Lot 90 acknowledges the drainage easement along its common lot line with Lot 91. The Owners of Lots 95 and 96 acknowledge the drainage easement along their rear lot lines common with Lots 90 and 91. The Owner of Lot 95 acknowledges the drainage

easement along its lot line along Rosemary Lane. The Owner of Lot 118 acknowledges the drainage easement at its southeast corner. These drainage easements contain a bioswale protected by State of Oregon and Federal agreements. Said Owners shall not cut or fill in the drainage easement without permission of the State of Oregon Department of State Lands and the U.S. Army Corps of Engineers. The plantings in said easements shall be protected, maintained and irrigated by the respective Lot Owners. Any such action shall not eliminate the drainage easement and corresponding responsibilities of the Lot Owner with regard to said drainage easement, which shall remain in effect.

SECTION 3: Where easements for common access are granted on any plat, then the Owners of the Lots that are parties to such easement shall be jointly responsible to construct and maintain the access; except that if a party to the easement has previously constructed a driveway access to the garage of a dwelling on the Lot but not in the easement, and that dwelling has a Certificate of Occupancy, then that Lot shall be relieved of paying for any subsequent construction or maintenance related to the access easement, upon said party having recorded a document relinquishing its claim to any benefit granted by said easement. Otherwise, costs of easement construction and/or maintenance shall be equally shared by the Lots sharing the easement. If a single Lot Owner pays for such improvements or maintenance then the other Lot Owners sharing the easement shall be liable to repay their share of said cost within thirty days of having received a billing for the work. Where a shared driveway easement exists, driveway access shall be limited to the shared driveway easement. Requests for exceptions shall be submitted to the Board of Directors.

SECTION 4: Easements over, under and across all of the Lots and Common Areas for the purpose of building, constructing and maintaining underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio and television antenna and cables, and such other utilities and services now or hereafter commonly supplied by public utilities or municipal corporations are hereby granted and reserved. An easement over, under and across all parts of the Property subject hereto, including all Lots, is hereby granted and reserved to the Association, its successors and assigns to the extent reasonably necessary or advisable to protect or preserve the value of the Property and the Dwelling Units thereon.

ARTICLE IV COVENANTS, CONDITIONS AND RESTRICTIONS

SECTION 1: The Development is a residential community. No Lots within the Development shall ever be used or occupied for any commercial or business purposes. Nothing in this section shall be deemed to prevent any Owner from renting or leasing said Owner's Dwelling Unit for periods of not less than ninety (90) days duration, subject to all of the provisions of this Declaration, or any Owner from conducting an approved Home Occupation in a Dwelling Unit as provided in the City of Grants Pass zoning regulations. The Developer developed the Property subject to this Declaration in phases, as shown in Exhibit A. Phase 9 and Phase 4 Lots 73 and 88 were removed from the Meadow Wood Subdivision by the Developer.

SECTION 2: Each Lot Owner shall comply with this Declaration and the Bylaws of the Association. Failure to comply will be grounds for action by the Association or by an aggrieved Lot Owner or Owners.

SECTION 3: Each Lot is to be used for the construction and maintenance of a Dwelling Unit occupied by a single Family, and a garage. The garage may be attached to the Dwelling Unit or constructed as a separate Building. No garage shall be maintained upon the premises, except for use in connection with a residence already constructed or under construction at the time that such garage is built

on the Property. At least two parking spaces shall be maintained in the garage for exclusive use as vehicle parking.

SECTION 4: Because of the desire to create an open and spacious feeling to the Meadow Wood Subdivision, fences shall not be allowed except by exception. No fence of any kind shall be allowed closer to the front yard along either side of a Dwelling Unit than the most frontward projection of the Dwelling Unit on the side of said fence. Fences that face the side or front street shall be landscaped with trees and shrubs along the side facing the street. All fences shall also comply with zoning and setback regulations. No fence taller than six feet (6') shall be allowed. Hedges shall be no taller than six feet (6'). Exceptions may be approved when the proposed fence does not significantly detract from the open feeling of the Meadow Wood Subdivision. Requests for fence exceptions must include fence materials, size, configuration and proposed landscaping. Requests shall be submitted to the Board of Directors for approval.

SECTION 5: No sign of any kind shall be displayed to the public view on the Property subject to this Declaration, except, such signs as the Board of Directors approve for display to identify the entrances to the Development, signs designating street names and traffic control. Notwithstanding this restriction, each Owner may display upon their Lot:

- A. A maximum of two professionally lettered signs of not more than six (6) square feet, and related to support of a candidate or ballot issue, which signs must be removed from display within two days after the election;
- B. Window decals and/or small signs, all of less than one (1) square foot and announcing that the premises are protected by burglar alarms;
- C. A sign of less than one (1) square foot painted upon the curb in front of a Dwelling Unit and announcing the address number of that Dwelling Unit;
- D. Window hangings with stars announcing overseas military service and/or casualty status;
- E. One professionally lettered sign of not more than six (6) square feet advertising a Lot or Dwelling Unit for sale.
- F. Contractor signage is allowed during construction, remodeling or repair.

SECTION 6: No livestock, poultry, exotic, wild or dangerous animals of any kind shall be allowed on any part of said Property. Each owner shall be entitled to have household pets which are not for any commercial use or purpose. All such animals shall be kept under control by the Owner at all times and if said animal or animals cause any damage, then the Owner of such animal shall be strictly responsible for the damages. Animals that constitute a nuisance shall not be allowed, and shall be permanently removed from the Property. Refer to the City of Grants Pass Municipal Code for specific limitations.

SECTION 7: No part of said Property shall be used or maintained as a dumping ground for rubbish, trash, or garbage. All containers for the storage or disposal of such material shall be stored so as not to be visible from the street. No garbage incinerators shall be permitted.

SECTION 8: No recreational vehicle, trailer, camper truck, tent, garage, shack or other Building shall, at any time, be used as a residence, storage shed or temporary structure on any part of the Property.

SECTION 9: No maintenance or repair work on vehicles, with the exception of emergency work, shall be done on the subject Property or adjacent thereto, except within the confines of an enclosed garage. No inoperable vehicles of any kind shall be parked on any part of, or adjacent to, the Property subject to this Declaration. Any parking of recreational vehicles, boats, trailers, motorcycles, golf carts

and trucks larger than one (1) ton on Property subject to this Declaration shall be temporary in nature only and shall be subject to rules and regulations adopted by the Association. Whenever practical, such vehicles shall be parked within the confines of an enclosed garage. An Owner may park a recreational vehicle on or adjacent to their Lot for a maximum period of forty eight (48) hours. Recreational vehicles may be stored outside an approved garage upon approval of the Board of Directors, which review shall be made to assess and minimize the visual impact to the Development and surrounding Lots and when such storage use meets all of the following conditions:

- A. A recreational vehicle shall be defined for purposes of outdoor parking as a motor home, fifth wheel trailer and/or travel trailer. No vehicle that was not originally constructed as a recreational vehicle will be considered for outside parking. No pickup truck/campers, camping-trailers, boat-trailers, or bus-conversions will be considered a recreational vehicle for purposes of outdoor parking.
- B. Any such outside storage of a recreational vehicle shall be upon a prepared pad constructed of concrete.
- C. The recreational vehicle pad shall be accessed from the street by means of a concrete driveway.
- D. The recreational vehicle pad shall be located adjacent to the home, but at least ten feet (10') back from the corner of the front and side wall along which the vehicle is parked.
- E. The recreational vehicle pad shall be completely enclosed within a fence, as approved by the Board of Directors.
- F. On Lots where the slope of the grounds falls predominantly parallel to the street, the recreational vehicle pad shall be on the lower side of the home.
- G. Any retaining wall built to level the recreational vehicle pad shall not exceed three feet (3') in height, to prevent the recreational vehicle from dominating the view from below.
- H. Where the home has frontage on two streets, or where the home is situated so that the side of the home faces the street, the side facing the street shall not be used for the recreational vehicle pad.
- I. No temporary structures of any kind used to cover the recreational vehicle are allowed.
- J. No tents, tarps, or other fabric covers are allowed, except that fitted fabric tire covers of a non-glare fabric and of a neutral color may be used on recreational vehicle tires.
- K. Recreational vehicles shall not be parked in any driveway except as otherwise allowed in this Article.

SECTION 10: Clotheslines and drying yards shall not be permitted upon the subject Property.

SECTION 11: All electrical service, cable television and telephone lines shall be placed underground. No exposed radio or TV transmission or receiving antennas, with the exception of TV satellite discs or dishes that do not exceed thirty six (36) inches in diameter, shall be allowed on any part of the subject Property. Satellite discs or dishes shall not be mounted upon the front elevation of the Dwelling Unit, unless otherwise approved by the Board of Directors.

SECTION 12: The location, color, size, design and lettering of any mail and newspaper delivery receptacles shall be approved by the Board of Directors and must be in conformance with the requirements of the United States Postal Service.

SECTION 13: Two complete sets of site plans, and two complete sets of Building plans and specifications shall be submitted to the Board of Directors for approval prior to all construction, remodeling and landscaping. This applies to all Buildings, garages, fences, walls, driveways, sidewalks or other structure to be erected on any Lot. The site plan shall show the location of the Dwelling Unit, garage, driveway, sidewalk and fence or wall, if any, along with the landscaping and their relationship to

each other. The Building plans and specifications will be as required by the City of Grants Pass Building Code and as a minimum will include the floor plan, foundation plan, roofing plan, side elevation plans and a complete list of building materials and colors. The Board of Directors shall review such plans and specifications with regard to the harmony of external design and location in relation to surrounding structures and topography. Approval of such plans and specifications shall be evidenced by written endorsement of such plans and specifications, a copy of which shall be delivered to the Owner or Owners of the Lot upon which the construction is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Board of Directors. The Board of Directors with the Architectural Control Committee shall have the right of entry upon the construction site to determine compliance. Neither the Board of Directors nor the Architectural Control Committee shall be responsible for any structural or building code defects in such plans or specifications or in any Building or other structure.

SECTION 14: Mercury Vapor and High and Low Pressure Sodium yard lights are not allowed. All filaments of yard lights shall be shielded so that the light does not project onto adjoining Property, excepting security lights on motion-sensing switches and then only when the projection onto adjoining Property is incidental and non-intrusive.

SECTION 15: All construction must be by permit and meet the City of Grants Pass Building Code. Additional architectural standards and landscaping requirements shall be set in this Declaration and enforced by the Board of Directors. Requests for exceptions must be submitted to the Board of Directors. Such standards are imposed to ensure consistent quality and protect property values. As a minimum the standards shall include the following:

A: EXTERIOR / BUILDING

1. There shall be no more than one single-family residence Dwelling Unit on each Lot.
2. Except by special request to the Board of Directors, the minimum livable space of each Dwelling Unit shall be 1800 SF exclusive of porches, garages and basements that are not Daylight Basements. For a Dwelling Unit that includes the square footage of a Daylight Basement in the calculation of the minimum livable space, the square-footage of the floors completely visible as the front of the Dwelling Unit shall not be smaller than 1300 SF.
3. No Buildings, other than Dwelling Units, attached garages or detached garages shall be allowed, except as approved by the Board of Directors.
4. Buildings of "Traditional" or "Craftsman" design are encouraged. "Trendy" or very modern design is discouraged and may only be approved by exception. The Board of Directors shall have the absolute right to reject any proposed Building plan.
5. Outside wall materials above the foundation shall be limited to painted or solid stained lap siding, stucco, Hardi-Plank or equal, and/or cultured or natural stone, or brick. Wood shingles, rock and brick masonry shall be allowed as an architectural accent. Plywood siding shall not be allowed. Outside building materials and colors must be specified on the Building Plans that were submitted for approval.
6. Lot Owners are expressly prohibited from changing previously approved paint or stain colors, or changing the exterior of any Building, fence or wall, without approval of the Board of Directors.
7. Roof slopes shall not be less than 6 vertical in 12 horizontal, except by exception.
8. Roofing materials shall be architectural grade, heavy-textured, composition roof shingles, or a tile roof made of concrete or glazed tile.

9. Garages shall be for at least two cars. Side facing garages and three-car garages are encouraged. No carports shall be allowed.
10. Garages for motor homes shall be allowed only as an integral part of a garage attached to the Dwelling Unit.
11. No walls longer than 30' unbroken by an architectural feature shall be allowed.
12. The following material standards are established as a minimum quality standard:
 - a. Exterior Windows – Windows shall be vinyl, or painted or metal clad wood. Colors other than white, almond, or forest green windows shall be subject to the approval of the Board of Directors. Specialty windows such as stained or etched glass shall be framed and installed so as to match the balance of the windows in appearance even if constructed of different materials.
 - b. Front Door – Front doors shall be multi-panel, and constructed of stained or painted wood, fiberglass, or steel. Sidelights are encouraged where the architectural theme will allow.

B. SITE

1. Owner shall stake the proposed Building corner locations for review by the Board of Directors and/or the Architectural Control Committee prior to submitting plans for review.
2. Owner shall construct a sidewalk abutting the curb and along the entire street frontage of Lot within 6 months of date of Building permit issuance and no later than the date of occupation by the Owner or Owner's tenants. Sidewalks, driveway cuts and handicap ramps shall be constructed per City of Grants Pass Standards. Corner Lots shall construct handicap ramps in the sidewalk per City of Grants Pass Standards.

With respect to all Phase 1 through Phase 6 Lots: All required sidewalks, driveway cuts and handicap ramps are in.

3. Driveways shall be constructed so that there are at least two parking spaces in the driveway.
4. Driveways shall be constructed of concrete, except that the portion of a driveway within a common driveway easement and on the "flag" portion of a driveway may be constructed out of asphalt. Textured or stamped finishes are encouraged.
5. No trees over six inches (6") in diameter measured four feet (4') off the ground shall be removed from any Lot without approval of the Board of Directors. Owner shall identify on the site plan any such trees proposed for removal. If any such trees are removed without approval the Owner may be assessed a tree replacement fee of up to \$1,000 per tree so removed, which assessment shall be made to the Association and shall contain no restrictions on its use.
6. The front yard shall be landscaped within 6 months of date of Building permit issuance and no later than the date of occupation by the Owner or Owner's tenants. Landscaping shall include a front lawn of at least 60% of the front yard area not including that area occupied by the driveway, which lawn shall consist of well-trimmed weed-free grass. The balance of the Lot shall be landscaped within six months of occupancy. Owners shall install trees, forty feet (40') apart, as street trees along the street frontage of their Lot. A minimum of two (2) street trees per Lot are required excepting flag lots and then at least one street tree shall be installed on one side of the driveway. Trees may be selected from the City of Grants Pass street tree list, or other species may be approved by the Board of Directors. Underground irrigation systems as are necessary to keep plants and grass watered shall be installed and used. No white or

red stone shall be allowed as a portion of the landscaping. As a minimum, Landscaping Requirements of the City of Grants Pass Development Code shall be followed, but more intensive landscaping is encouraged.

7. Lots 45 and 46 shall not be further divided regardless of whether the same may be permitted by applicable zoning regulations.

8. Steep slope development reports shall be required prior to building permits for all Lots except for Lots with pads approved by the City of Grants Pass Building Department and for Lots that either do not have slopes exceeding fifteen percent or are not on the City of Grants Pass Steep Slope Map.

SECTION 16: In accordance with the laws and regulations of the City of Grants Pass, the use of fireworks anywhere within the Subdivision is not permitted.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

SECTION 1: An Owner of a Lot shall automatically, upon becoming the Owner of such Lot, be a Member of the Association and shall remain a Member of the Association until such time as Lot ownership ceases, for any reason, at which time membership in the Association shall automatically cease. In accepting a deed for any Lot within the Development, the Owner agrees to the obligations and duly enacted Bylaws and rules of the Association and this Declaration.

SECTION 2: No Lot Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver or abandonment of his Property. In a voluntary conveyance of a Lot, the grantee shall become jointly and severally liable with the grantor for all unpaid charges against the grantor for his proportionate share of the Common Expenses up to the time of the conveyance, without prejudice to the grantee's right to recover from grantor the amounts paid by the grantee therefor. Upon request of the prospective purchaser, the Association shall make and deliver a statement of the unpaid charges against the grantor, and the Lot when conveyed shall not be subject to a lien filed therefore for any unpaid charges against the grantor in excess of the amount therein set forth.

SECTION 3: Each Member shall have one (1) vote for each Lot owned. When more than one person, firm or entity holds an ownership interest in any Lots, in common with another, firm or entity, all such persons shall exercise their vote as a unit, as is provided in the Bylaws.

SECTION 4: Any Member that is delinquent in paying their Assessments will forfeit all voting rights until Assessments are paid in full.

ARTICLE VI ASSOCIATION - MANAGEMENT

SECTION 1: The Association shall be a separate legal entity created as a Corporation under Oregon Law.

SECTION 2: The Association shall be managed by a Board of Directors comprised of five (5) Members of the Association who are elected by the Members as provided in the Bylaws of the Association. The current Board of Directors may appoint replacements as needed to fill mid-term vacancies.

SECTION 3: The Board of Directors shall appoint officers of the Association to perform the duties delegated unto them by the Bylaws, which officers shall be the President, the Vice President, the Secretary, the Treasurer and one Member at Large.

SECTION 4: The Board of Directors shall adopt administrative rules and regulations governing the details of the operation, maintenance and use of the Common Areas.

SECTION 5: The Architectural Control Committee shall be comprised of three (3) members who shall be appointed by the Board of Directors and will be an advisory committee to the Board of Directors for the purpose of maintaining the quality standards and ensuring the highest value for the Owners of the Meadow Wood Subdivision. One member of the Architectural Control Committee need not be a Member of the Association. The vote of any two members shall be sufficient to constitute a recommended action of the Architectural Control Committee.

ARTICLE VII ASSOCIATION - PROPERTY MAINTENANCE

SECTION 1: The Association shall maintain or provide for the maintenance of the Common Areas including but not limited to sidewalks, lawns, shrubs, trees and irrigation systems.

SECTION 2: The planter strip and sidewalk along Cloverlawn Drive will be maintained by the Association, as agreed upon by the City of Grants Pass and the Developer as part of the ten foot (10') City Utility and Sidewalk Easement.

SECTION 3: In the event that an Owner does not provide exterior maintenance of any Building existing upon a Lot, including, without being limited to, the following: paint, repair, replace and care for roofs, gutters, downspouts, exterior Building surfaces and other exterior improvements, then the Association may provide said exterior maintenance, upon thirty days written notice of its intent to do so. Similarly, the Association may, at its discretion, maintain trees, shrubs, grass, landscaped areas, walks and other exterior improvements to any Lot, if in the opinion of the Association said improvements are not kept in a well maintained condition. Such maintenance shall not include backyard or landscape maintenance within an enclosed patio or within an enclosed outdoor living space incorporated into a residence constructed on such Lot. Any such maintenance by the Association shall be charged to and shall be the obligation of the Owner of such Lot. The cost of such maintenance or improvements shall be added to and become a part of the assessment to which such Lot is subject and a lien shall be imposed on said Lot and enforceable in the same manner as other such liens according to Oregon Law. Damage caused by fire, storm, earthquake, riot, vandalism or any other casualty, other than normal wear and use from the elements, shall be the responsibility of each Owner. Such damage shall be repaired by the Owner without delay.

ARTICLE VIII INSURANCE

SECTION 1: No activity at or condition shall exist on any Lot or in the Common Areas which shall increase the cost of the Association's insurance rate or result in the cancellation of the insurance on any part or portion of the Property, without prior approval of the Board of Directors.

SECTION 2: The Board of Directors shall obtain and keep in effect public liability insurance in a form and amount to, in their opinion, adequately protect the Association and its Members from loss

from injury or accident to non-members or the damage of non-members property, occurring in or on the Common Areas of the Meadow Wood Subdivision.

SECTION 3: The Board of Directors shall obtain and keep in effect, fire and extended coverage insurance in a form and amount to, in their opinion, adequately insure the replacement value of all equipment and other improvements in or on the Common Areas, if any.

SECTION 4: The Board of Directors shall obtain and keep in effect, liability insurance in a form and amount to, in their opinion, adequately protect the Associations' duly elected or appointed directors, officers or committee members.

SECTION 5: The insurance obtained by the Board of Directors, as required by Sections 2, 3 and 4 of this Article shall be a Common Expense.

SECTION 6: The Board of Directors shall not be responsible for procuring insurance of any kind covering any Lot that is not owned by the Association.

ARTICLE IX TAXATION

SECTION 1: Each Lot, with its improvements, shall be considered a parcel of real Property subject to separate assessment and taxation by any taxing unit in like manner as other parcels of real property.

SECTION 2: The Common Areas, and all improvements located thereon are considered a parcel for taxation purposes but the taxes thereon shall be considered a Common Expense and apportioned to each Lot in the Development.

ARTICLE X ASSESSMENTS AND LIENS

SECTION 1: Each Owner of a Lot in the Meadow Wood Subdivision shall be liable for a proportionate percentage of the Common Expenses. Owners shall be obligated for payment of three types of assessments levied by the Association as follows:

A. Regular Assessments for Common Expenses which shall be levied for the purpose of payment of Common Expenses for maintenance as mentioned above, including maintenance and repair of the Common Areas and exterior maintenance to improvements upon the Lots. In addition, such Common Expenses shall include the costs of insurance obtained in accordance with Article VIII and taxes levied on the Common Areas as mentioned in Article IX. Regular assessments, as provided for, shall commence on delivery of such Lot to the Owner and shall not be prorated by the Association. The assessment may be increased, provided that such adjustment shall be approved by the affirmative vote of not less than fifty one percent (51%) of the total votes of eligible voting Members, at a meeting duly called for such purpose, written notice of which shall be sent not less than ten (10) days or more than fifty (50) days in advance of this meeting, setting forth the purpose of such meeting. The Board of Directors of the Association may fix payment of the regular assessment upon a monthly, quarterly, semi-annual or annual basis.

B. Special Assessments for structural alterations, capital additions or capital improvements to the Common Areas, as directed by the Association, are Common Expenses. Special assessments shall require the assent of sixty-seven percent (67%) of the votes of eligible voting Members at a meeting duly called for this purpose, written notice of which shall be sent to

all Members of the Association not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. This section shall not prohibit the Board of Directors from authorizing capital expenditures for replacements or repairs or improvements from funds generated by regular assessments. Special assessments, if any, levied for the calendar year in which possession of a Lot is delivered to the Owner, shall be pro-rated for the year on a calendar year basis to the date of possession is delivered to the Owner.

C. Extraordinary Assessments may be levied by the Board of Directors as and when necessary.

SECTION 2: Whenever the Association, or its duly appointed agent, imposes a regular or special assessment or furnishes to a Lot any service, labor or material, lawfully chargeable as extraordinary assessments in accordance with this Declaration or the Bylaws of the Association, the Association, upon complying with this section, shall, subject to Section 3 of this Article, file a lien upon the individual Lot and the improvements situate thereon, for the amount of such assessments so established by the Board of Directors and the lien shall be prior to all other liens or encumbrances upon the Lot, except tax and assessment liens trust deed of record. Each assessment shall be a separate and personal debt and obligation of the Owner against whom the same is asserted at the time the assessment is made and shall be collectible as such, as set forth in the Bylaws of the Association, or the rules and regulations of the Association adopted pursuant thereto. The Board of Directors of the Association shall cause to be filed a notice of lien claim in a form complying with ORS Chapter 87, with respect to any assessment which has not been paid within thirty (30) days from the mailing of the notice of assessment to the Lot Owner. The notice of lien claim shall be filed within sixty (60) days following the expiration of the payment date above mentioned. Foreclosure of a lien shall be in accordance with the procedure set forth in ORS Chapter 87. The Association shall be entitled to recover in any suit to foreclosure such lien or action to recover a money judgment for unpaid assessments, together with costs and disbursements of such lien or suit, including the reasonable attorney's fees incurred by the Association in such suit or action, or on any appeal therefrom. The Board of Directors may also approve and add a late fee of Fifty Dollars (\$50.00), and interest on the delinquent assessment at the rate of ten (10%) percent per annum from the payment due date.

SECTION 3: The liens created hereunder upon any Lot, and the improvements thereon, shall be subject to and subordinated to, and shall not affect the priority of the holder of the indebtedness secured by a recorded first mortgage or deed of trust, upon such Lot, or improvements, made in good faith, and for value, provided, that, after the foreclosure of any such mortgage, trust deed, or other similar security interest, the lien created hereby shall remain a lien upon the Lot and improvements thereon, to secure all assessments, to which such lien the purchaser's interest obtained from such foreclosure sale shall be subject. No amendment to this section shall affect the rights of the holder of any mortgage recorded prior to recordation of such amendment, who does not join in the execution hereof.

ARTICLE XI COLLECTION ENFORCEMENT

SECTION 1: Annual and Special Assessments, together with interest, costs of Collection and reasonable attorneys' fees, shall be a personal obligation of each person, firm or entity who was an Owner of a Lot at the time when the assessment became due and payable. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated hereby for delinquent assessments from such Owner's personal liability therefore. Any assessment imposed upon a Lot and its Owner shall be subject to the remedies available under ORS 94.704-719, including the recording of liens under ORS 94.719. The Association may commence and maintain a suit at law, or in equity against, anyone personally obligated to pay delinquent assessment.

SECTION 2: Declarant and each person to whose benefit this Declaration inures, including the Association and the County of Josephine, may proceed at law or in equity to prevent the occurrence, continuation, or violation of any provision of this Declaration, and the court in such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees.

SECTION 3: The Board may suspend all voting rights and all privileges granted under these CC&Rs of any Owner for any period during which any Association assessment against such Owner remains unpaid or during the period of any continuing violation of the provisions of this Declaration by such Owner after the existence therefore has been declared by the Board of Directors. The Board may not suspend an Owner's rights without providing an opportunity for the Owner to be heard.

SECTION 4: The violation or breach of any of the covenants, conditions, or restrictions shall give the Association the right to enter upon the Lot upon which such violation or breach exists and summarily to abate and remove at the expense of the Owner, whatever thereon is contrary to the letter, intent, spirit, or meaning of these restrictions including the right to remove and destroy without notice any unauthorized sign or billboard. For these purposes, officers of the Association or their duly appointed agents may enter upon and inspect, within reasonable hours, any or all Lots or parcels in the Development and any tract annexed thereto, either improved or unimproved, but not within a dwelling, to the extent reasonably necessary to determine whether such violation or breach has occurred or is about to occur. The party or parties making such entry thereby shall not be deemed guilty of any manner of trespass or held liable for damages resulting from such entry, inspection, abatement, removal, or destruction.

ARTICLE XII GRANTS PASS IRRIGATION DISTRICT

SECTION 1: Each Lot in the Meadow Wood Subdivision is served by a drainage system to accommodate storm water runoff. Each individual Lot Owner will be assessed an annual drainage fee by the Grants Pass Irrigation District, or its successors, each year, for such drainage service. Such assessment is due and payable to the Grants Pass Irrigation District by the Lot Owner when the assessment is made.

SECTION 2: Failure to pay assessment to the Grants Pass Irrigation District could result in the placement of a lien or other encumbrance on an Owners Lot. This lien would have priority over all other liens other than real property tax liens, and would be subject to foreclosure pursuant to ORS 545.502 and 545.535. The Grants Pass Irrigation District, following an evaluation of the current expense analysis, has the authority to increase the annual drainage fee in an amount not to exceed ten percent (10%) of the then existing fee following every five (5) year interval. The Meadow Wood Subdivision, its individual Lot Owners or builders, shall have no obligation for maintenance or repair of the Grants Pass Irrigation District's irrigation canal that collects the storm water of said subdivision. Lot Owners further acknowledge that this provision does not entitle any Owner or said subdivision to receive irrigation water from the Grants Pass Irrigation District.

SECTION 3: Transfers of title to individual Lot Owners shall be subject to the terms and provisions of the Drainage Service Agreement between Grants Pass Irrigation District and the Meadow Wood Subdivision, which Agreement is to be recorded in the Official Records of Josephine County, Oregon.

**ARTICLE XIII
RIGHT OF AMENDMENT OR REISSUE OF DECLARATION**

SECTION 1: The Association can amend or reissue this Declaration, by an instrument signed by not less than sixty-seven percent (67%) of the votes cast by eligible voting Members within the Development. Any amendment or reissue must be properly recorded. Easements herein granted and reserved shall not be amended except by instruments signed and acknowledged by one-hundred percent (100%) of the Lot Owners who are affected.

SECTION 2: All of the foregoing reservations and restrictive covenants, shall continue and remain in full force and effect at all times against the Owner of any Lot within the Property subject hereto, regardless of how title was acquired.

**ARTICLE XIV
GENERAL PROVISIONS**

SECTION 1: The determination by a Court that any of the provisions of this Declaration are unlawful or void shall not affect any of the other provisions hereof.

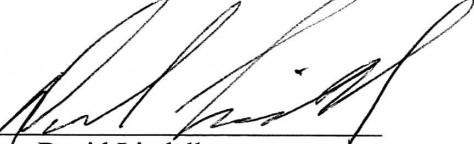
SECTION 2: Unless some other meaning and intent is apparent from the context, it is intended that masculine, feminine, and neuter words shall be used interchangeably, and that singular number shall include the plural and vice versa. The article, paragraph and section headings herein contained shall be construed as explanatory only and shall not be considered as a substantive part of this Declaration.

SECTION 3: This Declaration shall be binding upon and inure to the benefit of the Association, the Lot Owners and their heirs, personal representatives, successors and assigns of such parties. All of the provisions of this Declaration shall be covenants, conditions, restrictions, easements, and liens, as appropriate, which may be enforced by the Association, any Lot Owner or any of them, whether or not the same are referred to in any conveyance.

SECTION 4: Any dispute or claim which arises out of or which relates to this Declaration of reservations and restrictive covenants, or to the interpretation or breach thereof, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland, Inc. or the then effective commercial arbitration rules of the American Arbitration Association, whichever organization is selected by the party which first initiates arbitration by filing rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Reservations and Restrictive Covenants for Meadow Wood Subdivision, on this 25th day of November, 2015.

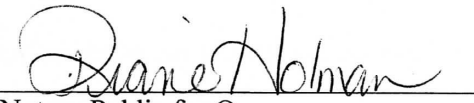
Meadow Wood Subdivision Homeowner's Association

By: 
David Lindall

Title: President, Board of Directors

State of Oregon
County of Josephine

Acknowledged before me this 25th day of November, 2015


Notary Public for Oregon

My Commission Expires: 4/20/2018



EXHIBIT A
MEADOW WOOD SUBDIVISION PROPERTY

MEADOW WOOD SUBDIVISION - HISTORICAL BACKGROUND

Exhibit A provides a historical background for the phased development of the current, and final, Meadow Wood Subdivision Property. A Meadow Wood Subdivision Plot Plan for Phases 1-6 is provided in Exhibit B for Lot location clarification. All Lots located within the Meadow Wood Subdivision in the City of Grants Pass, Josephine County, Oregon, are included in the Association, except for Lot 34 which is public property and is owned by the City of Grants Pass, Oregon.

1. Phase 1 (Lots 1-35) – Reference: Declaration of Reservations and Restrictive Covenants for Meadow Wood Subdivision, dated December 29, 2000 and recorded on January 3, 2001 as Instrument No. 01-184, Josephine County Deed Records.
2. Phase 2 (Lots 36-56) – Reference: First Amendment originally recorded on October 16, 2002 as Document No. 2002-021413.
3. Phase 3 (Lots 57-66) – Reference: Second Amendment originally recorded on July 25, 2003 as Document No. 2003-017922.
4. Phase 4 (Lots 67-88) – Reference: Third Amendment originally recorded on December 22, 2003 as Document No. 2003-031158.
5. Phase 5 (Lots 89-94) – Reference: Fourth Amendment originally recorded on December 17, 2004 as Document No. 2004-029086.
6. Phase 6 (Lots 95-121) – Reference: Fifth Amendment originally recorded on June 9, 2005 as Document No. 2005-012875.
7. Phase 9 (Lots 73 and 163) – Reference: Sixth Amendment originally recorded on March 3, 2006 as Document No. 2006-004596.
8. All Phases (Lots 73, 88 and 163) – Reference: Seventh Amendment originally recorded on June 4, 2007 as Document No. 2007-010894.
9. Transition of Meadow Wood Subdivision from Willow Development Consultants, LLC to Meadow Wood Subdivision Homeowners Association, Inc. – Reference: Eighth Amendment originally recorded on February 21, 2008 as Document No. 2008-003025

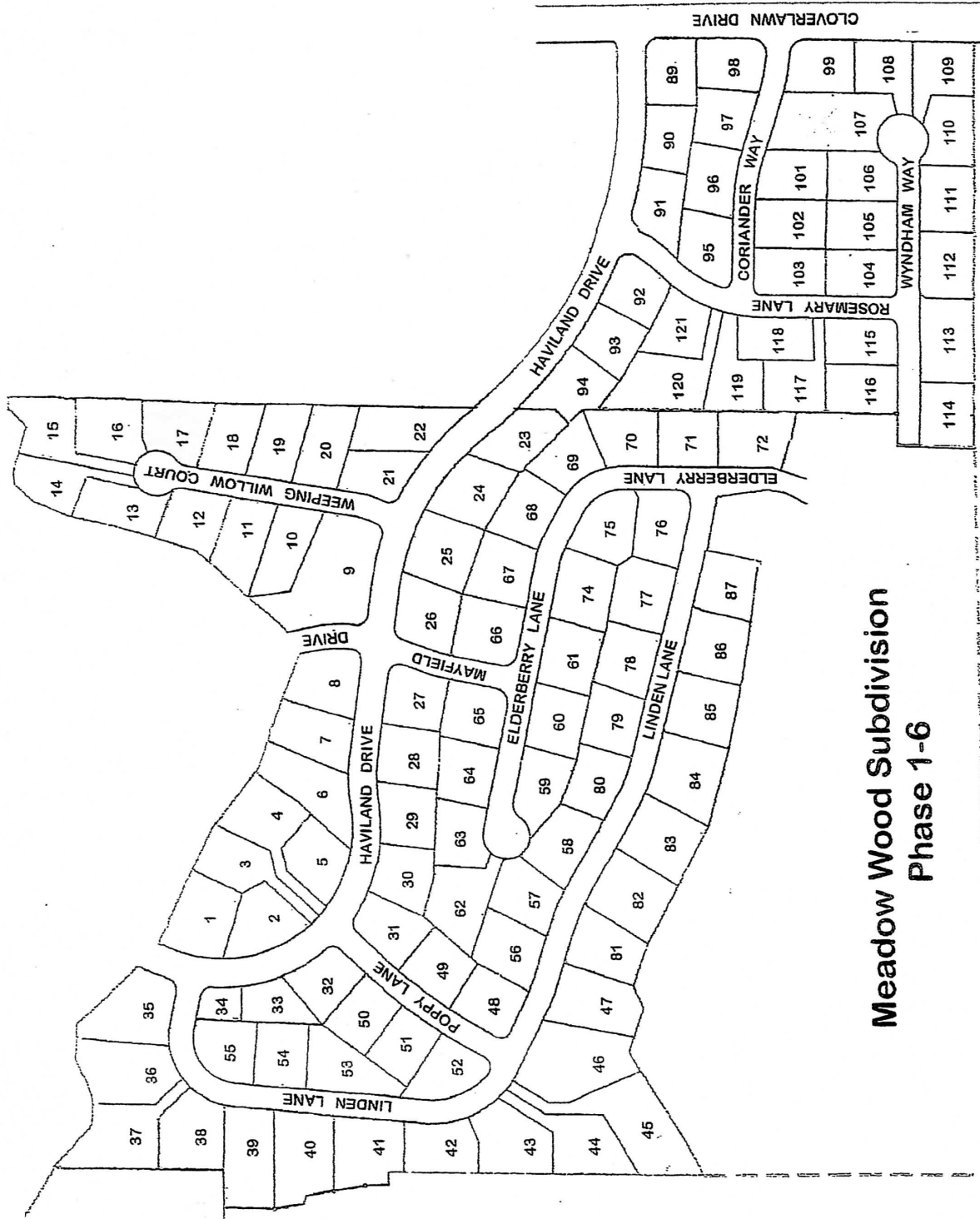
MEADOW WOOD SUBDIVISION - PHASE 9

Phase 9 was cancelled and the property identified as Phase 9 and the open space was not transferred to the Association.

MEADOW WOOD SUBDIVISION – FUTURE PROPERTY

The Meadow Wood Subdivision is complete and no future property will be added.

EXHIBIT B
MEADOW WOOD SUBDIVISION PLOT PLAN FOR PHASES 1-6



**Meadow Wood Subdivision
Phase 1-6**

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