



PROTECTIVE COVENANTS FOR SAGE HILLS SUBDIVISION  
BAKER, OREGON

KNOW ALL MEN BY THESE PRESENTS: That Orion Development Corporation (with majority stockholders, consisting of F. Heber Fuller, Dale E. Hoopes and Kenneth O. Hoopes) the owner of the following described property, in Baker City, State of Oregon, to-wit:

Sage Hills Subdivision, a subdivision according to the official plat on file with Baker County Records; and it is the intention of said owners to include all of the above described premises in said plat and that said premises are to be divided into lots and blocks as shown on said plat. The easements indicated on said plat are hereby perpetually reserved for public utilities and for any other uses as designated hereon.

NOW, THEREFORE, said owner hereby declares said premises to be subject to the following covenants, restrictions and conditions; and the acceptance of any deed or conveyance thereof by the grantees and their heirs, executors, administrators, successors and assigns, shall constitute their covenant and agreement to accept and hold the property described or conveyed in or by such deed or conveyance, subject to said covenants, restrictions and conditions, as follows, to-wit:

ARTICLE I - GENERAL RESTRICTIONS

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot, other than one detached, single-family dwelling and a private garage for not more than three cars, except that buildings erected on lots on Orion Avenue and Cornucopia Avenue may be used for multiple-family condominium type dwellings.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot without the approval by the architectural control committee and compliance with the provisions of Section 6, Article II of these covenants. No fence, wall, swimming pool or other construction shall be erected, placed or altered on any lot without approval of the architectural control committee.

3. BUILDING LOCATION: No building shall be located on any lot within 20 feet from the front lot line measured to the foundation of such building; nor within 10 feet of one side lot line and within 5 feet of the other side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building for the purpose of determining such distances, provided, however, that this shall not be construed to permit any portion of a building, including such eaves, steps or open porches, to encroach upon another lot.

4. EASEMENT: Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

5. TEMPORARY AND OTHER STRUCTURES: No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence either temporarily or permanently. No old or second hand structures shall be moved onto any of said lots. All dwellings and other buildings shall be erected on site within said subdivision and shall be new construction of good quality workmanship and materials.

6. SIGNS: No billboard of any character shall be erected, posted, painted or displayed upon or about any of said property. No sign shall be erected or displayed upon or about said property unless and until the form and design of said sign has been submitted to and approved by the architectural control committee.

7. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.