

Independent Development Corp  
20525 Swalley Road  
Bend, OR 97701

**DECLARATION AND ESTABLISHMENT OF PROTECTIVE  
CONDITIONS, COVENANTS, AND RESTRICTIONS  
FOR CREDENDA SUBDIVISION**

THIS DECLARATION AND ESTABLISHMENT OF PROTECTIVE COVENANTS, RESTRICTION AND RESERVATIONS MADE THIS 22 DAY OF June 2006 BY INDEPENDENT DEVELOPMENT CORP., AN OREGON CORPORATION, HEREINAFTER REFERRED TO AS "DECLARANT".

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of that certain real property situated in the County of Deschutes, State of Oregon, described in Article I of this Declaration and represented in Subdivision Plat recorded on 06/14/06 in Plat Book 2006, Pages 41008. Plat Records of Deschutes County, Oregon, hereinafter referred to as "the property" and/or "the land"; see exhibit "A".

**WHEREAS**, Declarant intends hereby to make a covenant running with the land; and

**WHEREAS**, it is the desire and intention of Declarant to sell the property described in Article I hereof and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the property described in Article I, and the future owners of said property;

**NOW, THEREFORE**, Declarant hereby declares that all of the property described in Article I hereof is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants and reservations, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said property, ad are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said property and every part thereof. All of the limitations, restrictions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the property described in Article I hereof or any part thereof, and the future owners of said property.

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2006-43073



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\$66.00

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D-CCR Cnt=1 Stn=23 TRACY  
\$40.00 \$11.00 \$10.00 \$5.00

## ARTICLE I

### PROPERTY SUBJECT TO THIS DECLARATION

The property subject to this Declaration is known as Credenda Subdivision described as;  
Lots One (1) through Sixteen (16) Credenda Subdivision, City of Redmond, Deschutes County, Oregon.

## ARTICLE II

### BASIC RESTRICTIONS

**A. USE OF PROPERTY.** No building shall be erected, constructed, altered, or maintained on any of said lots other than a residence for a single family (including guests and household servants) with customary and suitable outbuildings.

**B. RESUBDIVISION OF LOTS.** None of the above described lots shall be resubdivided or split into lots of a lesser size than the size of the original lot without the written consent of Declarant, or if Declarant is no longer an owner of any of the lots described in Article I, then without the written consent of all the owners of the lots described in Article I, first had and obtained.

**C. CHANGING GRADES, SLOPES AND DRAINAGE.** No change in the established grade or elevations of said lots, and no change in the established slope of said lots, which alter established drainage patterns shall be permitted.

**D. NUISANCE AND NON-CONFORMITY.** No noxious or offensive trade or activity shall be carried on upon said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners or occupants of said property, including, but not limited to, the storage of any materials which might create an insect pest control problem, or the ill-maintenance of any plant or landscape materials, or any hazardous substances or toxic waste materials as may be defined and determined by the United States Environmental Protection Agency and/or the State of Oregon, Department of Environmental Quality.

**E. ANIMALS.** No animals, livestock or poultry of any kind shall be raised, bred, kept or permitted within any Lot other than a reasonable number of household pets which are not kept, bred, or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof. No dogs shall be permitted to roam the Property unattended, and all dogs shall be kept on a leash while outside a Lot.

**F. TEMPORARY STRUCTURES.** No tents, shacks, trailer, mobile home, basement, garage or outbuildings shall at any time be used on any lot as a residence, either temporarily or permanently or shall any residence of a temporary character be constructed, placed or erected on any lot.

**G. SIGNS.** No signs of any kind, or other advertising device of any character, for any purpose or use whatsoever, shall be erected, posted, pasted, painted, displayed or maintained on said property, except that (a) on any one lot one sign, not larger than eighteen (18) by twenty-four (24) inches, advertising the property for sale or lease, may be erected and maintained; (b) however, Declarant or his agents may erect and maintain on said property such signs and other advertising devices of such dimensions as he may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision or sale of said property.

**H. POLES, MASTS, ANTENNAS AND SATELLITE DISHES.** No poles, masts or antennas of any type, size or height shall be constructed on any lot, or on or above the roof of any dwelling or structure. Satellite dishes and receivers are allowed if they are screened from view of other lots in a reasonable manner.

**I. UPKEEP OF REAL PROPERTY.** Each lot owner shall keep, maintain, water, plant and replant all areas, slopes, bands, rights of way, and set-back areas located on his lot so as to prevent erosion and to present an attractive, clean, sightly and wholesome appearance at all times.

**J. STORAGE OF MATERIALS, JUNK AND TRASH.** The storage of or accumulation of junk, trash, or other offensive or noxious materials is specifically prohibited.

**K. STORAGE OF CARS, TRAILERS, CAMPERS, BOATS, ETC.** No house trailer, living trailer, self-propelled vehicle, boat or boat trailer of any type shall be parked on any street, nor shall they be parked at any residence permanently, if visible from the street, or adjoining side lots. For purpose of these CC&R's, "permanently" shall mean in excess of 14 days in any 30 day period. No vehicle painting, repairing or mechanical work, other than customary maintenance work or minor emergency repairs, shall be done on any building site except enclosed areas, which areas shall be sufficiently screened from the street and adjacent lots to eliminate any possibility of a nuisance being created by storage of such items or activities involving such items.

**L. MOTORCYCLES.** No motorcycles, all terrain vehicle, or any other motorized recreational vehicle shall be operated on any lot.

**M. USE OF GARAGES.** No dwelling shall be constructed or maintained on a building site without a garage large enough to containing at least one standard size automobile, which garage shall be used to park the automobile and for other purposes not incompatible with such use. The use of carports in place of garages is specifically prohibited.

**N. DILIGENCE IN CONSTRUCTION.** The work of construction and erecting any building or structure shall be pursued diligently and continuously from the commencement thereof until the same is completed and must be initiated within one (1) year of the close of escrow on any lot. If any outbuilding is constructed before the residence, the construction of the outbuilding must be pursued with due diligence and completed within one year from the start of construction. Construction of the residence must also be pursued with due diligence and be completed within one year of completion of the outbuilding. Such temporary buildings must be removed as soon as the dwelling is completed. All structures shall be suitable painted, colored or stained immediately upon construction.

**O. EXTERIOR LIGHTS.** No exterior flood lighting shall be allowed to significantly encroach on neighboring properties. This includes permanent security lights, porch lights and landscape lighting. Temporary seasonal lighting is allowable if it remains in harmony with the surrounding neighborhood.

### ARTICLE III

#### BUILDING STANDARDS

**A. DESIGN AND STYLE.** Buildings and structures shall be constructed and maintained utilizing high quality materials and workmanship.

**B. MINIMUM AREA OF HOUSE.** The total square footage of any house excluding open porches, decks and garages, shall be not less than 1,200 square feet for multiple level houses and 1,200 square feet for single level houses.

**C. HEIGHT RESTRICTIONS.** No building shall have a height in excess of 35 feet, when measured from the highest point of the buildings foundation. No building appurtenances and projections such as spires, belfries, cupolas and chimneys extending above roof level may exceed 35 feet in height or per city of Redmond standards whichever is less.

**D. ROOF DESIGN AND MATERIALS.** No flat roofs or rock roofs shall be permitted. The roofing materials to be used shall be mission tile, clay fired flat tile, concrete flat tile products, and/or 30 year "architectural" laminated composition shingles.

**E. EXTERIOR SIDING MATERIALS.** The principal siding materials for all structures shall be wood lap siding, brick, stone, stucco or equivalents. In no event shall bare plywood siding without batting be allowed.

**F. WINDOWS.** The frame materials used for windows shall be compatible and in harmony with the house.

**G. FIREPLACE CHASES.** Fireplace chases shall consist of masonry, stone, or stucco type material. Wood chases shall be sided in same character as siding on the home.

**H. DRIVEWAYS.** All driveways located from the street to houses or other buildings shall be asphalt paving, concrete, or paving stones.

**I. SIDEWALKS.** All properties are required to install sidewalks along street side of the lots. Sidewalks to be installed to abut the street curb and to conform to City of Redmond standards at the time. Completion of sidewalks to be at or before the time of completion of building construction. In the event that the sidewalks have not been completed on any portion of the lots by February 29, 2008 the Declarant shall complete sidewalks installation. The Owner of any lot that Declarant is required to complete the installation of a sidewalk agrees to reimburse Declarant in the amount of \$4,000 for each lot.

**J. LANDSCAPING.** All landscaping on a Lot must be completed within one hundred twenty (120) days from the date of substantial completion of the residence constructed thereon, and must include a minimum of one (1) 15 gallon, 1 ½ Caliper maple or other City of Redmond approved street tree to meet City of Redmond standards. All landscaping on any lot shall be maintained and cared for in a manner consistent with the standards of design quality.

**K. HEATING AND APPLIANCES.** Home heating and cooking appliances shall utilize natural gas.

## ARTICLE V

### SCOPE AND DURATION

All the foregoing covenants and restrictions are imposed upon said property for the direct benefit thereof and of the owners thereof and the remainder of the property described in Article I, and the owners thereof, as a part of a general plan of improvements, development, building and occupations; and shall run with the land and shall be binding upon all of the owners of said property and all persons claiming under them, and continue to be in full force and effect for a period of 25 years from the date this Declaration is recorded. After said 25-year period, the covenants and restrictions shall be automatically extended for successive periods of 10 years each, unless an instrument, signed by the then owners of record, has been recorded, agreeing to amend this Declaration in whole or in part or to terminate said Declaration.

## ARTICLE VI

### AMENDMENTS

Declarant reserves the right to amend these CC&R's at any time by an instrument in writing signed and recorded by Declarant so long as Declarant is an owner of an original lot of record in the subdivision. When Declarant no longer owns any of the property, and only after that time, these CC&R's may be amended by an instrument executed by ten of the fifteen of said property, which said written instrument shall become effective upon its recording in the Office of the County Recorder of Deschutes, State of Oregon.

## **ARTICLE VII**

### **BREACH**

A. The covenants hereby established shall operate as covenants running with the land; and further Declarant and/or the owner of any of the property described in Article I, including any bona fide purchaser under contract, in the event of a breach of any said restrictions and covenants or a continuance of any such breach, may be appropriate legal proceedings take steps to enjoin, abate or remedy the same, subject to the restriction in Article IX. It is hereby agreed that damages are not an adequate remedy for such breach.

B. Every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable and may be exercised by Declarant, or the owner of any real property described in Article I.

C. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

D. A breach of the covenants contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any lot; provided, however, that any subsequent owner of such property shall be bound by said covenants, whether such owner's title was acquired by foreclosure or in a trustee's sale or otherwise. A lender who acquired title by foreclosure or deed in lien of foreclosure or trustee's sale shall not be obligated to cure any breach of the covenants which occurred prior to such acquisition of title but shall be bound by said covenants.

## **ARTICLE VIII**

### **RIGHT TO ENFORCE**

The provisions contained in this Declaration shall inure to the benefit of and be enforceable solely by Declarant, so long as Declarant is the owner of any of the property described in Article I. As such time as Declarant is no longer the owner of any of the property described in Article I, then in that event, the provisions contained in this Declaration shall inure to the benefit of and be enforceable by the owners of any of the property described in Article I, and each of their legal representatives, heirs, successors or assigns, and the failure to enforce any such covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter.

In the event the Declarant or any Owner of any property described in Article I shall bring any suit or action to enforce this Declaration, the Owner-defendant shall pay to the Declarant and/or the Owner bringing the suit or action, all costs and expenses incurred by it in connection with such suit or action, including a foreclosure action, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorney's fees at trial and upon any appeal or petition for review thereof.

Declarant's right to enforce any of the provisions contained herein shall terminate at such time as Declarant is no longer any owner of any of the property described in Article I. Neither Declarant nor any of his agents or representatives shall be liable to any owner for failure to enforce any provision of this declaration.

## **ARTICLE IX**

### **SEVERABILITY**

In the event that any of the provisions of this Declaration are held to be invalid or unlawful by a final judgment of a Court of competent jurisdiction, such invalidity or illegality shall not affect the validity of any of the other provisions hereof.

## **ARTICLE X**

### **PROTECTION FOR MORTGAGEES AND TITLE INSURANCE COMPANIES**

The owner of any encumbrance for value on any lot and any corporation insuring the lien of such encumbrance may conclusively presume that no breach exists under these CC&R's, provided such encumbrance is recorded in the Office of the County Recorder of Deschutes County prior to the commencement of any action to establish any such breach.

## **ARTICLE XI**

### **DECLARANT'S SPECIAL RIGHTS**

**A. GENERAL.** Declarant has purchased the developed Lots and other improvements within Credenda Subdivision. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the property as a residential community. Until the Homes on all Lots on the Property have been constructed, full completed and sold, with respect to each Lot on the Property, the Declarant shall have the special rights set forth in this Article IX.

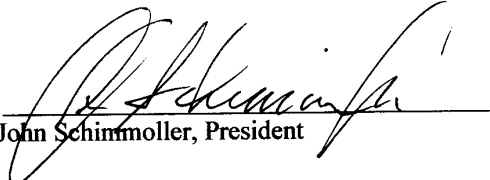
**B. MARKETING RIGHTS.** Declarant shall have the right to maintain sales office and model on one or more of the Lots which the Declarant owns. The Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week. The Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the Property.

**C. SIZE AND APPEARANCE OF CREDENDA SUBDIVISION.** Declarant shall not be prevented from increasing or decreasing the number of Lots that may be annexed to Credenda Subdivision including landscaping or any other matter directly or indirectly connected with Credenda Subdivision in any manner deemed desirable by Declarant, provided that the Declarant obtains governmental consents required by law.

IN WITNESS WHEREOF, the undersigned being Declarant herein, has  
Executed this document this 22 day of June, 2006

\_\_\_\_\_  
Independent Development Corp., an Oregon Corporation

By:

  
\_\_\_\_\_  
John Schimmoller, President

STATE OF OREGON)

) ss.

County of Deschutes

On the 22<sup>ND</sup> day of JUNE, 2006 personally appeared the above named,  
John Schimmoller, President of Independent Development Corp. and acknowledged the foregoing  
instrument to be his voluntary act and deed.

Before Me:



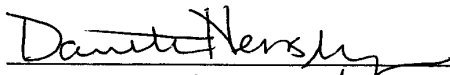
  
\_\_\_\_\_  
DANETTE HENSLEY - NOTARY PUBLIC

EXHIBIT "A"  
LEGAL DESCRIPTION

Commencing at the East 1/16 corner between Sections Five (5) and Eight (8), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, City of Redmond, Deschutes County, Oregon; thence along the north-south centerline of the Northeast Quarter (NE1/4) of said Section 8, South 00°20'32" West, 43.23 feet to the south right of way line of the Redmond-Northwest Market Road No. 2 and the true point of beginning; thence along said right of way line, South 89°42'57" East, 130.73 feet to the beginning of a curve concave north and having a radius of 10447.41 feet; thence easterly along said curve through a central angle of 00°33'00" an arc length of 100.29 feet (the chord of which bears South 89°59'27" East 100.29 feet); thence North 89°44'03" East, 236.12 feet; thence leaving said south right of way line, South 00°02'20" East, 286.86 feet to the south line of the North Half of the North Half of the Northeast Quarter of the Northeast Quarter (N1/2N1/2NE1/4NE1/4) of said Section 8; thence along said south line, South 89°59'46" West, 469.03 feet to the north-south centerline of the Northeast Quarter (NE1/4); thence along said north-south centerline North 00°20'32" East, 286.47 feet to the true point of beginning.