



PLANNED COMMUNITY SUBDIVISION DECLARATION

FOR

EVANSVILLE

A subdivision of Deschutes County, Oregon

Owner and developer, SJCSH., LLC.

Article 1

Architectural Control Committee

Section 1. Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finish grade elevation. The approval signatures of the Architectural Committee will be required before applying for building permit from governing agency. The Architectural Committee shall be appointed by the developer.

Section 2. Architectural Guidelines: The purpose of these guidelines is to protect and preserve the value of property and quality of life in the subdivision. The following minimum architectural guidelines will be observed by each builder and/or owner.

- a) Minimum size. One story residential dwellings shall have a minimum of 1050 square feet, excluding the garage. No two-story dwellings are allowed. No single car garages shall be allowed. All residences must be constructed with a two-car garage minimum.
- b) Roofs. Shall have not less than a 5 to 12 pitch and be covered with 25 year or better composition shingles.
- c) Exterior Walls and Trim: T1-11 or better.
- d) Exposed Masonry: Local stone, concrete, concrete block, stucco and brick maybe used for exterior accenting.
- e) Building Height: Building height shall conform to local code requirements.
- f) Exterior Lighting: Will be of a type and so placed to eliminate glare and annoyance to adjacent property owners and passersby.
- g) Driveways: Will be of concrete or concrete pavers.
- h) Exterior paint: will be approved by ARC prior to painting.
- i) All dwellings will have a front porch. Minimal size of 6 x 10.

Section 3. Uses Prohibited without consent of Committee. Unless the committee has consented in writing, no part of any lot shall be used in any of the following ways:

ANDERSON ENGINEERING  
852 SW 15<sup>th</sup>  
REDMOND, OR 97756

- a) As a parking or storage place for trailers, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles; however, such vehicles or boats may be stored provided they are garaged or behind a 6 foot wood or vinyl fence, or at the rear of the dwelling, and screened from view of all roads or adjoining lots in the subdivision.
- b) As a place to burn trash, cuttings, or other items with the exception of bar-be-cue fires.
- c) As a place to raise domestic animals of any kind except a reasonable number of house-hold pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to other owners.
- d) No structure of temporary character, basement, tent, shack, garage, barn, or other out buildings shall be used on any parcel at any time as a residence either temporarily or permanently. However, builders may have a temporary job shack during construction of a home or homes in Evansville.
- e) There shall be no swine, horses, cattle, llamas, poultry or goats or similar types of livestock on said premises.
- f) No building, whether intended for use in whole or in part as a main residential structure, or for use as a garage or other out building, shall be moved upon the premises unless it is (structurally) aesthetically compatible (to) with the existing buildings in the subdivision.
- g) No used materials will be permitted on exterior surfaces. (Used brick is permissible).
- h) No vehicles shall be parked on the sidewalk or in the non-driveway portion of the front yard. No disabled vehicles shall be parked in the streets or in any driveway within Evansville for more than (5) days. Parking of trucks larger than 1 ton shall not be allowed on any lot or in the streets. Outdoor storage of garbage, trash, agricultural equipment, lawn mowers, building materials, furniture, automotive parts, garden equipment, boats, trailers, motor homes, or like equipment is not permitted in front yard or within direct view from any street. Covering with a tarp or in a garbage can is not considered to be out of sight. Trash, garbage or other wastes shall not be kept except in sanitary conditions.
- i) No heavy equipment, such as dump trucks or backhoes shall remain parked on streets within Evansville on Saturdays and Sundays during home construction unless work is actually being performed on those particular days. Materials shall not be stockpiled in the streets. In addition, during construction, streets shall be left in a clean condition on Saturdays and Sundays.

Section 4. Except as provided in Article III, a vote of 60% (percent) of the owners of the subdivision can adopt or repeal any or all of the above CC&R's after the subdivision is 90% (percent) built.

Section 5. Architectural Control Committee Consent. In all cases in which Architectural Control Committee consent is required, the following provisions shall apply.

- a) Material required to be submitted. Where consent must be acquired by lot owners or any association of owners from the Architectural Control Committee, plans, specifications, and other materials the Committee determines to be necessary to enable it to evaluate the proposal must be submitted at Least 30 days in advance of the occurrences, which require consent.
- b) Failure to Act. In the event the Architectural Control Committee fails to render its decision with respect to any proposed work within the 30 days granted it in Section 5 (a) the committee shall conclusively be deemed to have consented to the proposal.
- c) Effective period of consent. Architectural Control Committee consent shall be revoked 1 year after issuance unless the work has been commenced or the owner has applied for and received an extension of time in writing from the Architectural Control Committee.

## Article II

### RESTRICTIONS ON USE OF PROPERTY FOR HOMEOWNERS

Section 1. Use and Occupancy of Private Areas. Each owner shall be entitled to the exclusive use and benefit of each lot owned by him, except as otherwise expressly provided herein.

Section 2. The use of natural flora and bark, ground covers, grass, and trees native to the area is encouraged. All front yards shall be landscaped within (6) six months after the exterior of a residence is finished.

Section 3. Maintenance of Lots. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such a fashion as not to create a fire hazard.

Section 4. Mobile Homes, Campers, Trailers. No mobile homes or trailers may be used as a residence including Manufactured homes.

Section 5. Appearance. All garbage, trash, cuttings, refuse, or garbage containers, fuel tanks, cloths drying apparatus or lines, and other service facilities shall be screened from view from neighboring lots.

Section 6. Utilities. No aboveground utilities, pipes, or wires shall be used to connect improvements with supply facilities.

Section 7. Fences. No chain link fences whatsoever. Fences to be made of wood or vinyl with height not to exceed 6 feet. All fences extending from the front of the house to street shall not exceed 3 feet in height with only two or three horizontal exposed bracings. All side and rear fences constructed on the property line by builder, are the property of the "adjoining" property owners. It is the "adjoining" property owner's responsibility to jointly maintain, repair or replace side fences when needed. All fencing will be approved by ARC.

Section 8. Use. Each lot shall be for residential use only, except for day nurseries, home occupations or similar uses allowed by the City of Redmond homes or portions thereof may be rented by owners. Not more than one single-family dwelling shall be constructed on any lot.

## Article III

### ARCHITECTURAL REVIEW COMMITTEE MEMBERSHIP

#### Section 1. The Architectural Control Committee

The following are duly elected to serve the Architectural Control Committee:

Troy and Melinda White  
(541) 504-0774  
Lot 9

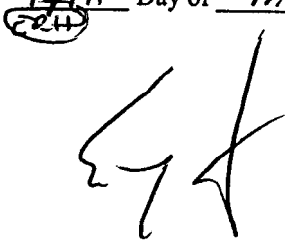
Wayne and Stephanie  
(541) 420-1271  
Lot 8

Section 2. General Provisions. Terms. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which the said covenants shall be automatically extended for consecutive periods of five (5) years. However, at any time after March 2010 an instrument signed by a majority of the present owners of the lots, which has been recorded, will effect any changes to the covenants in whole or in part, agreed to.

Section 3. Enforcements. The Architectural Control Committee shall have the right in the event any property within Evansville is not adequately cared for, to notify the negligent party of the condition in writing and if significant action is not commenced by the negligent party to correct the matter within ten (10) days of such written notification, then the Architectural Control Committee may, at its sole discretion, hire the services of those persons necessary to rectify the condition and levy charges against the negligent property owner in sums equal to the amount needed to rectify the problem.

In witness whereof, the owner and developer of Evansville has caused this instrument to be executed for recording as the Protective Covenants, Conditions, and Restrictions for Evansville this

~~13th~~ Day of MAY, 2002.



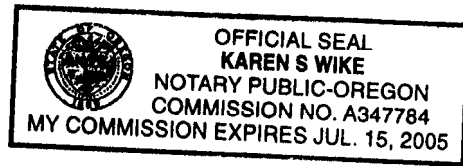
Evan Hollister, member

STATE OF OREGON       )  
County of Deschutes   ) ss.

This instrument was acknowledged before me on May 14, 2002 by Evan Hollister as member of SJCSh, LLC.

Before me Karen S Wike, notary public for Oregon

My commission expires 7/15/02.



## SURVEYOR'S CERTIFICATE

*I, Jerry Stichler, Oregon registered professional land surveyor #2527. Hereby certify that I have correctly surveyed and marked with proper monuments the lands shown on this plat of Evansville, the boundary being described as follows:*

*Beginning at the initial point, a 5/8" iron rod with plastic cap marked "LS2527" located on the east line of section 5, T15S, R13E, W.M. from which the southeast corner of said section 5 bears S00°42'30"W-882.00 feet; Thence, from said initial point, S00°42'30"W-308.36 feet along the east line of said section 5 to a 1/2" iron pipe; Thence, N39°51'42"W-689.49 feet to a 1/2" iron pipe; Thence, N06°16'38"W-309.91 feet to a 1/2" iron pipe; Thence, S89°53'29"E-727.18 feet to the point of the beginning.*

*Parcel contains 5.011 acres subject to all easements, restrictions, and right-of-way of record pertaining to the above described lands.*