

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

FAIR ACRES II

**A Subdivision of the City of Redmond,
Deschutes County, State of Oregon**

These covenants, conditions and restrictions (hereinafter referred to as "CC&Rs") are made this 23 day of February, 1996 by the owners of the lots comprising the Fair Acres II subdivision according to the subdivision plat of the same name as recorded February 9, 1996 located in the City of Redmond, Deschutes County, Oregon. The owners adopt the CC&Rs in order to assure the orderly development of the subdivision, to promote architectural and esthetic compatibility and to provide for minimum standards for the use and maintenance of the lots and residences located in the subdivision. These CC&Rs shall run with the land and shall burden each lot in the subdivision according to the following terms and conditions:

ARTICLE 1. GENERAL PROVISIONS

1.1 A time limit is imposed on the length of time required to complete construction of a residential structure which is interpreted to include a garage or carport. A period of time not to exceed ten (10) months shall be allowed from the building permit issue date to completion of a residential structure on a lot located in this subdivision.

1.2 These CC&Rs shall run with and burden each lot to the benefit of any party who holds any right, title or interest in any lot located in the subdivision. Each lot owner shall have the right to enforce the terms of these CC&Rs.

1.3 It is the responsibility of the lot owners to comply with any additional restrictions as may be found on the recorded plats or subsequent plats of Fair Acres II.

1.4

- a. Unless extended, revised or repealed, these CC&Rs shall expire after 25 years.
- b. These CC&Rs may be extended by recording, within 60 days of the expiration date, a written instrument signed by 60% or more of the subdivision lot owners' life. Any extension must be for a minimum of two (2) years and a maximum of ten (10) years. The

same procedure shall apply for successive extensions.

- c. These CC&Rs may be amended during the initial 25 year period by recording a written instrument signed by 80% of the lot owners which states their intention to amend the CC&Rs.

ARTICLE 2. USE AND MAINTENANCE OF PROPERTY

2.1 Each lot owner in the subdivision shall be responsible for the exterior maintenance, repair and landscaping of their property. Maintenance and landscaping must be done in accordance with usual community standards for single family residential subdivisions in the area. No owner shall permit the growth of noxious or annoying weeds on their property.

2.2 All lots in the subdivision shall be for single family, duplex or multi-family use as permitted under the applicable Redmond Code in effect as of the date of these covenants. The restrictions of the Redmond Code pertaining to zoning, development regulations and site plan approvals shall apply with full force and effect to this subdivision.

2.3 No boat, motorcycle, motorhome, camper, trailer or recreational vehicle shall be kept in open public view in this subdivision. Such vehicles must be stored in a garage or a carport or stored on the side or backyard not extending in front of the house and screened from the public and neighbor's view.

2.4 Easements as shown on the subdivision plat shall be preserved by the respective lot owners. Site improvements shall be placed so as not to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his expense, except for improvements for which a public authority or utility is responsible.

2.5 No disabled or dismantled vehicle shall be kept on any street or lot in public view for more than fourteen (14) days. No animals, livestock, horses or poultry of any kind shall be kept on any subdivision lot, however, dogs, cats and other household pets may be kept if in compliance with local controls and if they are not kept for any commercial or breeding purposes.

2.6 All refuse shall be kept in sanitary containers and screened from public view.

2.7 No trailer, van, bus, camper, truck, tent, garage, barn, shack or storage structure located in the subdivision shall be used as a residence, either permanently or temporarily.

2.8 No sign of any kind shall be posted on any lot except for one sign advertising the property for sale or rent.

2.9 All outbuildings including garages and carports, including but not limited to, storage sheds must be constructed of the same exterior materials as the main dwelling.

2.10 Vacant lots: Vacant lots must be maintained in a reasonable, presentable condition. The developer or his designated representative shall have the right at all times to enter upon any lot or building site or parcel of said property that is vacant and unplanted or untenanted by the owner thereof, after having given notice to the owner thereof. The owner has thirty (30) days in which to remedy the violation, unless it is essential for the health and safety of the development that the land be brought into compliance within a shorter period of time. Adjoining lot owners or the developers may remove debris, weeds or other waste material and plant or replant, trim, cut back, remove, replace, cultivate, and/or maintain hedges, trees, shrubs, plants or lawns and charge the expense thereof to said owner. Such charges must be paid within thirty (30) days from notice of the amount. Notice under this provision shall be sufficient if mailed to the last address of owner supplied to the developer or his designated representative.

2.11 Maintenance and Care: It shall be the duty of the property owner or occupant of any lot or building site to improve and maintain in proper condition the area between the property lines of said building site and the nearest curb or improved street.

The undersigned owners hereby declare the foregoing CC&Rs to be in full force and effect as of the date hereof.

OWNER:

THE BOYS, INC.

Arthur R. Patrick
By: ARTHUR R. PATRICK, President

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STATE OF OREGON,

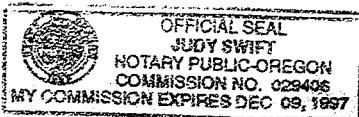
County of Deschutes } ss.
before me appeared Arthur R. Patrick

On this 23rd day of February, 1996,

and
duly sworn, did say that he/she, the said Arthur R. Patrick
is the President, and he/she, the said Arthur R. Patrick
is the Secretary of THE BOYS, INC.
the within named Corporation, and that the seal, if any, affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was executed on behalf of said Corporation by authority of its Board of Directors, and Arthur R. Patrick
and
acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public for Oregon
My commission expires 12-9-97



400 - 2716

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

96 FEB 23 PM 4:07

MARY SUE PENHOLLOW
COUNTY CLERK

BY: Wallace DEPUTY
NO. 96-06986 FEE 40⁰⁰

DESCHUTES COUNTY OFFICIAL RECORDS