

## DECLARATION OF COVENANTS, CONDITIONS &amp; RESTRICTIONS

for

GEMSTONE ESTATES  
DESCHUTES COUNTY, OREGON

The purpose of these Covenants, Conditions, and Restrictions (hereafter referred to as "CC&R's") is to provide for the maintenance of desirable, attractive, and healthful living conditions for the development of single-family residences in Gemstone Estates.

These "CC&R's" shall run with the land and shall burden each lot in the subdivision under the following conditions:

1. Each lot shall be for residential use only. Homes or portions thereof may be rented by owners. No other commercial activity of any kind shall be conducted on or from the property.
2. Each lot is not to exceed one detached single-family dwelling. The dwelling shall not exceed two stories in height. Each residence shall have a minimum of a two-car garage, but shall not exceed a three-car garage. Basements, including daylight, split-level and split-entry types shall not be a factor in determining the number of stories allowed in each dwelling. Each residential dwelling shall have a minimum of 1,300 square feet, excluding the garage.
3. Each home constructed on each lot shall be located in such a way so as to keep as compatible as possible with the natural features of the parcel, such as terrain, trees, rock outcroppings, and all other natural features of the land, and also to be as compatible as possible with all other neighboring houses.
4. All exterior siding materials shall be composed of real wood or brick. No plywood or T-111 type is allowed on any side of any house except Louisiana Pacific Inner Seal Lap Siding (not to exceed eight inch Lap).
5. All roofs must be composed of Arc 80 30-year roofing, masonite shakes or tile roof.
6. All trees shall be left standing, except those absolutely necessary for the construction of the dwelling and garage. The design shall conform to all efforts to situate the house so as to leave as many trees as possible standing.
7. Exterior paint colors shall be compatible with the surrounding area. Natural wood finish, earthtone solid colors, or semi-transparent stains will be allowed.

8. All construction of dwellings and garages must be completed within 9 months from the date construction begins.
9. All lots shall be landscaped in the front yards within 9 months after the exterior of the dwelling is completed. Gravel and cinder is not acceptable for landscaping materials except as used for walking paths. Natural landscaping is permissible, so long as weeds are not prevalent.
10. All driveways shall be concrete or blacktop and will be completed within 6 months after exterior of dwelling is completed.
11. Setbacks shall conform to Deschutes County ordinances, except when variances are approved by the regulating body.
12. Each lot shall be maintained in a cleanly and attractive manner and in good repair so as not to create an eyesore or a fire hazard. This rule includes conditions of the site during any construction process.
13. No lot shall be permitted as a dumping ground for trash or garbage, and all waste shall be kept in sanitary containers only. Rubbish shall not be burned or buried on any lot or near any lot.
14. All garbage and garbage containers, trash, cuttings, wood storage, and clotheslines shall be screened from view from neighboring lots.
15. No mobile home, manufactured home, pre-fabricated home, or modular home shall be permitted on any lot.
16. Recreational and/or utility vehicles such as motor homes, trailers, boats, race cars, antique or classic cars, etc., are permitted only when stored in the back or side yard, or in a garage and off the street and not in the front yard, and only when not obstructing the view from any neighbor, and also to be screened from any other lot and the street. Vehicles are to be stored on concrete, pavement or approved gravel or cinder, and are not to be stored on grassy areas where unsightly overgrowth may be prevalent.
17. No trailer, tent, shack, or other building shall be allowed to be placed or constructed on any lot that is used as a temporary or permanent residence. A small structure or trailer will be allowed for use by a builder as his or her construction office, however, but only for the duration of the construction dwelling.
18. No commercial sign may be displayed to the public view from any parcel except for a "For Sale" sign, "For Rent" sign, or one used by a builder to advertise that property during the construction and sales period. No sign shall be larger than five square feet, except that which is furnished by the

subdividers or their agents. One non-commercial sign will be permitted for each building site. The letters on the sign shall be no larger than four inches in height.

19. The shooting of firearms on any lot in Gemstone Estates is prohibited.
20. Domestic pets only are permitted and no animals may be kept, bred, or maintained for commercial purposes on any lot.
21. No illegal, noxious, or offensive activity, including any nuisance or annoyance is permitted. The noise and other occurrences incident to construction other than building on Gemstone Estates shall not be deemed an offensive activity.
22. No lot within Gemstone Estates may be partitioned, divided or split to a smaller size.
23. These building and use restrictions may be enforced to the fullest extent of the law against any person or persons violating or attempting to violate any covenant. Such proceedings may attempt to restrain the person or persons violating the covenant or may attempt to recover damages for violation. The defendant in such suit or action shall pay all costs and expenses incurred in connection with such suit or action, including a foreclosure title report and such amount as the court may determine to be reasonable as attorney fees therein, including attorney fees incurred in connection with any appeal from a decision of the trial court of an intermediate appellate court.
24. When these covenants do not cover a situation, the rules and regulations of Deschutes County shall be applied. In all cases where there are conflicting rules showing a difference in requirements, the strictest of the two is to be used.
25. These restrictions shall run with the land and shall be binding on the owner or tenant on any or all said land and all persons claiming by, through, or under them until the year 2000 and shall be automatically extended for successive periods of ten years unless by vote of majority of the then owners of the lots it is agreeable to change said covenants in whole or part.
26. These "CC&R's", or any provision thereof, or contained herein, may be terminated, extended, modified, amended, as to the whole of said property or any part thereof with a written consent of the owners of fifty one percent (51%) of the lots subject to these restrictions, and shall not give any third party any right or cause of action on account of the terms of these "CC&R's". Any amendment, deletion, or repeal of any or all of these "CC&R's" shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

27. The foregoing "CC&R's" shall bind and inure to the benefit of each of the owners or occupants of any portion of Gemstone Estates and each of their legal representatives, heirs, successors, or assigns, and a failure either by the owners above named or their legal representatives, heirs, successors or assigns, to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

GEMSTONE ESTATES

[Signature]  
 \_\_\_\_\_, owner of  
 Lots \_\_\_\_\_ and \_\_\_\_\_  
 \* ~~4, 5, 6, 7, 8, 9, 10, 11, 12, 13~~  
 (# 123-Block 1, Lots 1, 2, 3, 4, 5 Block 2 - Replat)

[Signature]  
 \_\_\_\_\_, owner of  
 Lots 1, 2, 3 and \_\_\_\_\_  
 Block 1

[Signature]  
 \_\_\_\_\_, owner of  
 Lots 9 and 9A  
 Block 2

[Signature]  
 \_\_\_\_\_, owner of  
 Lots \_\_\_\_\_ and \_\_\_\_\_  
 Block 2

[Signature]  
 \_\_\_\_\_, owner of  
 Lots \_\_\_\_\_ and \_\_\_\_\_  
 Block 2 LOT 2

\_\_\_\_\_, owner of  
 Lots \_\_\_\_\_ and \_\_\_\_\_

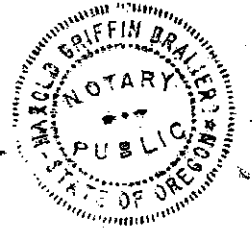
\_\_\_\_\_, owner of  
 Lots \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_, owner of  
 Lots \_\_\_\_\_ and \_\_\_\_\_

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 1991 by C.M. PAISE.

[Signature]  
 \_\_\_\_\_  
 Notary Public for Oregon  
 My Commission Expires: 10/13/92



STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 1991 by Gary Swanson.



Lorraine Rice  
Notary Public for Oregon  
My Commission Expires: 3-21-92

STATE OF OREGON, County of Deschutes, ss:

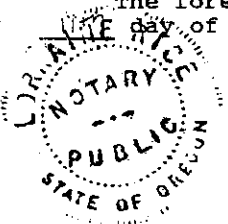
The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of April, 1991 by Gary S. Sobala.



Lorraine Rice  
Notary Public for Oregon  
My Commission Expires: 3-21-92

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of April, 1991 by William J. Merrin.



Lorraine Rice  
Notary Public for Oregon  
My Commission Expires: 3-21-92

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of APRIL, 1991 by LARRY CLARKE.



Margaret S. Moore  
Notary Public for Oregon  
My Commission Expires: 1-30-95

232 - 2282

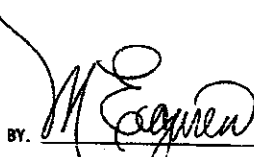
STATE OF OREGON )  
COUNTY OF DESCHUTES ) SS.

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:

91 APR 17 PM 12:24

MARY SUE PENHOLLOW  
COUNTY CLERK

✓ C.M. Peise  
20133 Archie Briggs Rd  
Bond, OR 97701

BY:  DEPUTY  
NO. 91-10125 FEE 35-  
DESCHUTES COUNTY OFFICIAL RECORDS