



After Recording Return To:  
HLM, Inc.  
2622 SW Glacier Place #110  
Redmond, OR 97756

**Declaration of  
( Covenants, Conditions and Restrictions for )  
Hayden Square PUD**

**THIS DECLARATION** is made this 24th day of June, 2002, by HLM, Inc., a Washington Corporation ("Declarant").

**WHEREAS**, the undersigned is the owner and Declarant of that certain real property in the County of Deschutes, and State of Oregon, hereinafter referred to as "said property", more particularly described as follows:

Lots 1 through 25 and Tracts A, B, C & D, Hayden Square

**NOW, THEREFORE**, the undersigned hereby declare that Hayden Square PUD is and shall be held, sold and conveyed upon and subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, livability and aesthetic quality of said property. These conditions, covenants, restrictions, reservations, and easements constitute covenants to run with the land and shall be binding upon all present and future owners of the property of and interest therein:

**ARTICLE I.            DEFINITIONS**

The following words when used in the Declaration shall have the following meanings:

- 1.1 "building site" shall mean and refer to a lot intended for triplex development as originally approved within City file no. PUD 02-02.
- 1.2 "Declarant" shall mean HLM, Inc., a Washington Corporation, and its successors and assigns if such successor or assign should acquire all of Declarant's rights under this Declaration pursuant to a recorded instrument executed by Declarant.

- 1.3 "dwelling unit" shall mean and refer to a single dwelling unit within a triplex as approved within City file no. PUD 02-02, located upon a lot and designated for residential use.
- 1.4 "living unit" means a building, including (without limitation) a single family residence, located upon a lot and designated for separate residential use.
- 1.5 "lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of said property and to any parcel of said property and to any parcel of said property under one ownership consisting of a portion of one or more of such lots and/or contiguous portions of two or more contiguous lots and upon which a dwelling has been constructed or occupied.
- 1.6 "purchaser" shall mean individual or company who initially purchases the individual lots from Declarant.
- 1.7 "owner" shall mean and refer to the record owner (including contract sellers) whether one or more persons or entities, of all or any part of said property, excluding those having such interest merely as security for the performance of an obligation.
- 1.8 "said property" shall mean and refer to the certain real property herein before described.
- 1.9 "set back" means the minimum distance between the dwelling unit or other structure referred to and given street or road or lot line. These are established by the City of Redmond.

## **ARTICLE II.        USE OF LAND**

No building or structure shall be created, constructed, maintained or permitted upon said property except upon a building site as herein above defined, and no building or structure shall be erected, constructed, maintained or permitted on a building site other than a triplex as approved within City file no. PUD 02-02, unless approved by the Homeowners Association and a Modification of Approval is applied for and approved by the City of Redmond. Type 1 or Type 2 buildings as approved within City file no. PUD 02-02 are interchangeable and can be built on any lot while conforming to the required setbacks.

**ARTICLE III.      ARCHITECTURAL CONTROL COMMITTEE**

- 3.1    **Initial Membership**    The initial membership of the Committee shall be: Mark Vukanovich and Hayden Watson of HLM, Inc.
- 3.2    **Appointment of Representative**    The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member or members shall have the authority to designate a successor or successors. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.
- 3.3    **Committee Approval Required**    No building, including incidental out buildings, structure, improvements, obstruction, ornament, fence, wall, or hedge shall be erected, placed or altered on said property, until the construction plans, specifications and plans showing location of structure and location of any trees to be removed have been approved by the Architectural Control Committee to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation and view obstruction and conformance to the approved grading and drainage plan.

The building plans to be submitted shall consist of one complete set of plans and specifications in the usual form showing insofar as appropriate, (1) the size and dimensions of the improvements, shown on a plat map, drawn to scale, (2) the exterior design, (3) location of improvements on the lot, including driveway, parking areas, and (4) location of existing trees to be removed. These plans and specifications shall be left with the Committee until thirty (30) days after notice of completion has been received by the Committee. This is for the purpose of determining whether, after an inspection by the Committee, the improvements comply substantially with the plans and specifications submitted. In the event that the Committee shall determine that such improvements do not comply with such plans and specifications, it shall notify the property owners in writing within the thirty (30) day period, whereupon the property owner shall, within a thirty (30) day period either remove such improvements or alter it so that it will comply with such plans and specifications.

- 3.4    **Plan Submittal Procedure**    The Committee's approval or disapproval as required in these covenants, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty(30) days after plans and specifications have been submitted to it or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, it shall be

presumed that approval has been given and the related covenants shall be deemed to have been fully complied with.

**ARTICLE IV. MISCELLANOUS UNIT CONSTRUCTION**

- 4.1 Exterior Colors All colors must be approved by the Architectural Committee and the City of Redmond.
- 4.2 Fences Fencing location placement will be limited and fence material and location shall be approved by the committee.

**ARTICLE V. EXISTING TREES**

Every attempt shall be made to preserve existing trees. No tree of diameter greater than six inch base may be removed without approval of the Architectural Control Committee.

**ARTICLE VI. LANDSCAPING**

Upon receiving final occupancy for a living unit, entire yard landscaping must be completed. A variance of two months is available if unsuitable weather persists.

**ARTICLE VII. EASEMENTS**

Said property shall be subject to any mutual and reciprocal easements as shown on recorded plat.

**ARTICLE VIII. COMMON AREAS**

Tracts D & B are private driveways for the benefits of the lots and shall be maintained by the Homeowner's Association. Such maintenance to also include cedar fence along the North line of the parking area of Tract D.

Tracts C & A are open space areas to be maintained by the Homeowner's Association. The paved pedestrian pathways that run through the tracts and the playstructure and sandbox are to be maintained by the Homeowner's Association and kept in good condition.

The asphalt pedestrian path and any landscaping within the dedicated right-of-way of 19<sup>th</sup> street shall be maintained by the City of Redmond.

The Homeowner's Association is responsible for maintaining the entire site landscaping including cost of water for any needed irrigation for the "street trees" along Quartz, Canyon and Reindeer and any and all front, rear and side yards for all lots and any other common area landscaping.

**ARTICLE IX.      PROPERTY USE RESTRICTIONS**

- 9.1    Animals No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except dogs, cats or other household pets provided that such household pets are not kept, bred or maintained for any commercial purpose or do not become a nuisance.
- 9.2    Rubbish and Trash No part of said property shall be used or maintained as a dumping ground for rubbish, trash , garbage, or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be screened from public view.
- 9.3    Offensive or Unlawful Activities No noxious or offensive activities shall be carried upon any lot, nor shall anything be done or placed on any lot which interferes with or jeopardizes the enjoyment of other lots, or which is a source of annoyance to residents of the Property. Without limitation of the foregoing, no noxious or offensive odors or noises shall be permitted to emanate from a lot to other lots. No unlawful use shall be made of a lot or any part thereof, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Property shall be observed.
- 9.4    Parking No boats, trailers, (except pickups), campers or truck-campers and like equipment, or junk cars or other unsightly vehicles shall be allowed on any part of said property nor on public ways adjacent thereto, excepting only within the confines of an enclosed garage or other screened enclosure, and no portion of same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written approval by the Architectural Control Committee. All other parking of equipment shall be prohibited except as approved by the Architectural Control Committee.
- 9.5    Antennas, Aerials, and Satellite Dish No exterior antennas or aerials shall be permitted, unless required for reception, and then only if approved by the Architectural Control Committee. A satellite dish may be allowed, if it can be situated in the lot so as not to be visible from any other lot or roadway in or around the subject lot. Approval for all satellite dishes and exterior antennas must be obtained from the Architectural Control Committee prior to its installation.
- 9.6    Underground Facilities, Poles and Towers No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure, supporting said outdoor overhead wires, shall be

erected, placed or maintained within said property. All purchasers of building sites, their heirs, successors and assigns shall use underground service wires to connect their dwelling units to the underground electric or telephone utility facilities.

- 9.7 Fire Hydrants Homeowners Association must annually test the private Fire Hydrants and the results of such tests shall be provided to the Redmond Fire Marshall.

**ARTICLE X.            OTHER BUILDINGS**

- 10.1 Sales Office A designated real estate company may be granted the right to construct and maintain a sales office upon suitable site on said property during the period of construction and sale of all of the dwelling units to be built on the subdivision. All sales office buildings shall meet all applicable city standards and restrictions.
- 10.2 Temporary Structures Builders are permitted to erect temporarily or portable sheds as tool houses and for other uses common to residential construction and to maintain them until each structure is finished.

**ARTICLE XI.            GENERAL PROVISIONS**

- 11.1 Remedies for Violations-Invalidations For a violation or a breach of any of these covenants, conditions and restrictions by any person claiming by, through, or under the Declarant, or by virtue of any judicial proceedings, the Declarant, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Declarant shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these covenants upon the property where such violation of these Covenants, Conditions, and Restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure to not promptly enforce any of the Covenants, Conditions, and Restrictions, or the application of these Covenants, Conditions, and Restrictions to any person or circumstances in no way shall affect any of the other Covenants, Conditions, and Restrictions or their application to other persons or circumstances, but they shall remain in full force and effect.


Should a lot owner fail, neglect, or refuse to satisfy and discharge any amount incurred at the expense of the owner within 30 days, the Declarant, its successors and assigns shall have the right to charge interest on such amount at the rate of 12% per annum and shall be entitled to receive all costs of collection, including a reasonable attorney's fee. If any lot owner or the Declarant or Committee shall bring an action to enforce any provision hereof, the substantially prevailing party in such action shall be entitled to an award for such party's reasonable attorney's fees and expense of litigation.

- 11.2 Severability Invalidation of any one of these covenants or restrictions by judgment or Court shall in no way invalidate any other provisions of this Declaration, which shall remain in full force and effect.

- 11.3 Terms The provisions outlined in this Declaration shall apply to all units in Hayden Square PUD and shall be binding on all lot owners, their heirs, their successors, or assigns for a period of thirty(30) years from the date this Declaration is recorded, thereafter, they shall automatically be extended for successive periods of ten(10) years.
- 11.4 Amendments This Declaration, with the exception of provisions specifically stating the rights of the Declarant, may be amended by an instrument signed by not less than seventy-five (75%) of the lot owners within Hayden Square PUD. Any amendments must be recorded with Deschutes County.

**IN WITNESS WHEREOF**, the Declarant has executed this Declaration on this 23<sup>rd</sup> day of July, 2002.


HLM, Inc., a Washington Corporation  
 By: Hayden Watson, President

  
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 Hayden Watson

**ACKNOWLEDGEMENT**

STATE OF OREGON,                         }  
   }  
 County of Deschutes                     } ss.  
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The foregoing instrument was acknowledged before me on this 23<sup>RD</sup> day of July, 2002, by Hayden Watson, who is the President of HLM, Inc., A Washington Corporation..

  
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 Notary Public for Oregon

My Commission Expires: 7-18-2003

