

**DECLARATION OF THE
COVENANTS, CONDITIONS & RESTRICTIONS
FOR THE OAK HILL SUBDIVISION**

These Covenants, Conditions and Restrictions are made this thirteenth day of February, 2006, by Jacoby Homes, Inc. hereinafter referred to as "Declarant", for the Oak Hill Subdivision in Redmond, State of Oregon. Property described as Lot 1 and 2 and 4 through 10, Oak Hill Subdivision is attached hereto and incorporated by reference herein.

The property described in Exhibited "A" is hereby subject to these Covenants, Conditions and Restrictions and will be known as the Oak Hill Subdivision, hereinafter referred to as Oak Hill.

Oak Hill is being developed as a residential community. Except where this Declaration for Oak Hill conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all property subject to this Declaration and its Owners and their successors in interest as set forth herein. In the event of any of the development standards or use restrictions of this "Declaration" should conflict with more restrictive standards or use requirement set by an applicable zoning ordinance of the City of Redmond, the more restrictive standard or requirement of the applicable City of Redmond ordinance shall apply.

Section 1. DEFINITIONS

1.1 Oak Hill Subdivision

The term "Oak Hill Subdivision" shall mean all of the real property now or hereinafter made subject to this Declaration.

1.2 Oak Hill Subdivision Theme.

The theme of Oak Hill is " the Contemporary Country Neighborhood." Homes with steep roofs (5/12 pitch or greater), covered front porches, landscaped park strips, and a friendly and livable community subdivision.

1.3 Declarant

The term "Declarant" shall mean Jacoby Homes, Inc. in interest.

1.4 Lot.

The term "Lot" shall mean each lot described on a subdivision plat or Partition map to any alteration thereof as may be made by a valid lot line adjustment.

1.5 Declaration.

The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Oak Hill Subdivision.

1.6 Home sites.

The term "Home site" shall mean a Lot as defined herein.

1.7 Owner.

**DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK**

2006-14445



\$76.00

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\$50.00 \$11.00 \$10.00 \$5.00

**DOCUMENT POOR QUALITY
AT TIME OF RECORDING.**

The term "Owner" shall mean and refer to either all holders of fee title to any Lot or any person entitled to possession pursuant to a sale.

1.8 Improvements.

The term "Improvements" shall include, but not be limited to any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining walls and stairs, decks, hedges, windbreaks, planting, planted trees and shrubs, park strip, signs, storage areas and all other structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface.

1.9 Streets.

The term "Streets" shall mean any street, highway or other thoroughfare within or adjacent to Oak Hill and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road terrace, way, lane, circle or otherwise.

1.10 Park Strip.

The term "Park strip" shall mean that area between the curb and the sidewalk. Some streets will not have the standard sized park strip due to City ordinance and Street designations.

Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR OAK HILL SUBDIVISION.

2.1 General Declaration Creating Oak Hill Subdivision.

Declarant hereby declares that all of the real property located in Deschutes County, Oregon, described in Exhibit "A" is and shall be hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this declaration. All of said Restrictions are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions and Restrictions of Oak Hill run with all of said real property for all purposes and shall be binding upon and inure to the benefit of declarant and all Owners and their successors in interest as set forth in this declaration.

3.5 Landscaping.

All disruption of the natural landscape must be repaired within 90 days of occupancy. Areas that are highly visible or that constitute a dust problem must be reestablished with twelve months.

No tree may be planted or fixture installed that will diminish the scenic views of other members.

Those lots with electrical transformers located in the park strip shall not plant any trees or landscaping within 10' feet in the front area and 3' feet within the side and rear of the

transformer.

Landscaping of park strips must include commercially grown sod covering the entire park strip (area between the curb and sidewalk) allocated to each property owner. No amateur-grown sod will be allowed.

3.6 Nuisances.

No obnoxious, offensive, industrial or commercial activity or pursuit shall be carried on upon any Lot therein nor shall anything be done thereon which may be an annoyance or nuisance to the other Owners. All Lots must be for residential use only. Boundary fences, walls or hedges must be kept in good condition and repair. Lawns must be cut sufficiently and maintained year round so that they do not become eyesores and detrimental to the values of other properties. Trees and shrubs shall be trimmed and pruned and not allowed to encroach on any other Lot, sidewalk or street.

3.7 Vacant Lot.

The Owner of a vacant Lot shall maintain the Lot year round in a groomed and attractive manner so that the Lot does not become an eyesore or fire hazard and detrimental to the values of other properties.

3.8 Signs.

No sign of any kind shall be displayed to public view on or from any Lot without the Declarant's prior written consent, provided, however, that an Owner may display not more than one (1) "for sale" sign per Lot. General contractors will be allowed to display one sign during the construction phase of individual homes. Said signs shall be limited in size to not more than four (4) square feet.

3.17 Corner Lot Site Requirements.

3.18 Livestock, Poultry and Pets.

No animals, livestock or poultry or any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and do not constitute a nuisance.

3.19 Sight Distance At Intersection.

On a corner Lot, no fence, wall or shrub planting which obstruct sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain within the triangular area formed by the street property lines and line connecting them at points twenty eight (28) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

The same sight line limitations shall apply on all Lots within the first ten (10) feet of a street right of way line. No trees shall be permitted to remain within such distances unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

3.20 Walls and Fences.

All fences within Oak Hill shall be five (5) feet or less. The only exception is for privacy screening at the back of homes, or a unique design on side fences. Any fence extended in front of the house must not exceed three (3) feet. Wood posts for fences may be no higher than six (6) feet.

Painting of fences is allowed with earth tone colors. Any painted fence must be maintained so as to conform to the standards established for fences left in their natural state.

No boundary line hedge or shrubbery shall be permitted with a height of more than six (6) feet. The heights or elevations of any wall or fence shall be measured from the existing elevations of the property at or along the applicable points or lines. No cyclone, or chain link fences are allowed whatsoever except that fence posts may be metal or steel. Fences shall be constructed of grade #2, no-hole cedar or similar materials. All side and rear fences constructed on the property line by the developer, or 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.

3.21 Roofs.

All home and garage roofs shall have not less than a 5 in 12 pitch. However, porch roofs shall have not less than 4 in 12 pitch.

All roofs and roofing materials shall be limited to quality composition roofs (Fire halt 25-year or better), slate, tile, fiberglass or other acceptable fire resistant materials. No wood, shake-shingle or other highly combustible roof materials will be allowed. Roof materials shall be of earth tone colors; no metal roofs are allowed. Roofs are required to extend over and included decks on the front of each home and street-side of each home if different from the location of the home's front door.

3.22 Covered Porches.

All homes shall have covered porches and covered decks on the street-side of each home. Homes with front doors located in a different location other than the front, street-side of the home, must have porches and decks on the second side of the home at the front door's location.

Porches must be incorporated into the overall design of the primary structure and not merely a covered deck or add-on. Porch roofs shall have not less than a 4 in 12 pitch.

The purpose of this provision is to maintain the "Country Theme". The porch concept, at the front of each home, is essential to creating the overall image of the subdivision.

3.23 House Plan Design.

The use of the same house plan is not allowed more than two (2) times on any block and never beside each other unless the plan has undergone exterior modifications. The intent of this rule is to avoid the repetitive, exterior-sameness that results from building the same plan side-by-side on the same block.

3.24 Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. A model/office is allowed by a builder during the development and construction of homes in Oak Hill. No model/offices are allowed after the subdivision is 95% completed (homes built).

3.25 Garages.

All Lots are required to have garages that are big enough for at least 2 cars. Single car garages are not acceptable. Carports are not allowed. Garages must have a 5 in 12 roof pitch.

3.26 Chimney.

All exterior chimneys must be of wood, stone or brick. Flues and caps should be shrouded to conceal from view.

3.27 Exterior Lighting.

Exterior lighting must be indirect.

The position of any walkway lights shall be installed on the left side of the walkway as the observer faces the front of each house. All lights must be installed within a 3' foot square.

3.28 Exterior Colors.

All exterior colors including those for trim must be shades of white or earth tones.

3.29 Heating/Cooling Systems.

All exterior elements of heating and/or cooling systems must be out of the direct view of neighboring homes and concealed from street view.

3.30 Occupancy.

No occupancy will be allowed before:

- (a) Final inspection and compliance with all governmental regulations.
- (b) Removal of all construction waste, materials and portable toilet.
- (c) Completion of exterior painting.

3.31 Licensed Contractors.

No amateur home building will be allowed on any Lot. The principal structure on each Lot shall be constructed by a licensed building contractor or the property owner only.

3.32 Firearms and Related Activity.

No firearm, crossbow, bow and arrow or air gun, including with limitation, BB type or pellet guns, whether for purposes of hunting or target practice, shall be used within the subdivision.

3.33. Clothes Drying Area.

No portion of any Lot shall be used as a drying or hanging area for laundry of any kind where it can be viewed from any front street.

3.34 Outside Fixtures.

No basketball hoops or playing of basketball is allowed in any street except for alleyway.

3.35 Water and Sewer Supply.

No individual water supply system or sewage disposal system shall be permitted on any Lot.

3.36 Severability.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 4. DURATION AND AMENDMENT OF THIS DECLARATION.

4.1 Duration.

The Covenants, Conditions and Restriction of Oak Hill shall remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty (30) years from the date this declaration is recorded.

However, unless within one (1) year from the date of said termination, there shall be recorded an instrument directing the termination of this declaration signed by Owners of not less than seventy five percent (75%) of the Lots then subject to this Declaration, this declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten (10) years unless within one (1) year prior to the expiration of such period the Covenants, Conditions and Restrictions for Oak Hill are terminated as set forth above in this section.

4.2 Amendment.

This declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any part thereof with written consent of the Owners of seventy five (75%) of the Lots subject to these Restrictions.

Any amendment, deletion or repeal of this declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

Section 5. ENFORCEMENT.

5.1 Enforcement.

Any Owner shall have the right, but not the obligation, to enforce all the provisions of these Covenants, Conditions and Restrictions and/or any that may hereafter be enacted. Failure to enforce the restrictions shall not be deemed a waiver of a continuing violation or any similar violation.

5.2 Arbitration.

Any and all disputes, whether legal or equitable, arising directly or indirectly from the rights and obligations conferred hereby shall be resolved by binding arbitration. The parties to such a dispute shall agree upon an arbitration procedure and an arbitrator with ten (10) days of a request by one of the parties. In the event the parties cannot agree, then each party shall select an arbitrator and those two arbitrators shall select a third. The three arbitrators shall, by a majority, resolve the dispute.

The costs of the arbitration proceeding including the arbitrator's fees shall be shared equally by the parties to the dispute. The party prevailing in the dispute shall recover from the other parties' reasonable attorney fees, including those incurred on appeal. The amount of attorney fees shall be decided by the arbitrator(s) and the arbitrator's decision in this regard shall also be binding upon the parties.

The arbitrators shall have all the authority vested in the Circuit Court for the State of Oregon, including the authority to issue injunctions, both permanent and temporary, to award damages and to decide procedural, evidentiary and substantive matters that come before the arbitrators during the dispute resolution process.

In the event the parties or the arbitrators cannot agree on the selection of the arbitrators or the procedure to be used in the arbitration proceeding, the terms and provisions of ORS.365.300 through 365, or its successor, shall apply.

Section 6. EFFECT OF DECLARATION

The Covenants, Conditions and Restrictions of this declaration shall run with the land included in Oak Hill and shall bind, benefit and burden each Lot in Oak Hill, including any additions thereto. The terms of this declaration shall inure to the benefit of the Owners of any Lot in Oak Hill, their successors, assigns, heirs, administrators, executors, mortgages, invitees or any other party claiming or deriving any right, title or interest or use in or to any real property in Oak Hill.

The restrictions set forth herein shall be binding upon all Owners, lessees, licenses, occupants and users of the property known as Oak Hill and their successors in interest, including any person who holds such interest as security for the payment; of any obligation including any mortgagee or other security holder.

IN WITNESS WHEREOF, the parties to this agreement have signed this agreement on the date and year set forth below.

Jacoby Homes, Inc.

by Harold D. Jacoby, Pres Date 2-14-06

STATE OF OREGON

COUNTY OF JOSEPHINE

On the 14th day of February
Personally appeared the above named Harold D. Jacoby the President of
Jacoby Homes, Inc. and acknowledges the foregoing instrument to be his voluntary act and
deed.

L. Diane Smith Notary Public



01. 22. 2010 My Commission Expires

After recording return to:

Jacoby Homes, Inc.
141 NW C St.
Grants Pass, Oregon 97526

ADDITIONAL SIGNATURE PAGE TO CC&R'S FOR OAK HILL SUBDIVISION



GREG GINSBURG

STATE OF OREGON

COUNTY OF DESCHUTES



EXECUTED BEFORE ME ON 2-22-06 BY GREG GINSBURG.



NOTARY PUBLIC FOR OREGON

MY COMMISSION EXPIRES:



BRETT JOHNSON

STATE OF OREGON

COUNTY OF Clackamas

EXECUTED BEFORE ME ON Feb. 28, 2006 BY BRETT JOHNSON.



NOTARY PUBLIC FOR OREGON

MY COMMISSION EXPIRES: Nov. 16, 2009

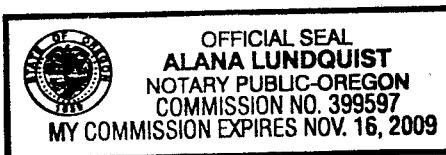


Exhibit A

Lots One (1), Two (2), and Four (4) through Ten (10), OAK HILLS, Deschutes County, Oregon