

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

OBSIDIAN ESTATES NO. 2

OBSIDIAN ESTATES, Inc., an Oregon Corporation, being owners and developers of all the real property situated in Obsidian Estates No. 2, according to the duly recorded plat hereof on file in the office of the Clerk of Deschutes County, in order to inure that said Obsidian Estates No. 2 shall be developed and maintained in an orderly manner and to protect the value, desirability and attractiveness of the individual dwellings and the entire neighborhood, does hereby adopt the following covenants, conditions and restrictions and hereby subjects Lots 61 through 97 Obsidian Estates No. 2 to the following building and use restrictions:

1. Use:

Each lot shall be used for residential use only with a minimum living area of eleven hundred square feet (1100 sq.ft.).

2. Specifications:

Each residential unit must have a minimum of an enclosed double car garage of wood frame construction. Siding and roofing material to be compatible with the dwelling exterior with matching colors. Access driveway to garage shall be not less than full width of garage opening. Storage and accessory buildings shall have matching exterior material compatible with the residential unit.

3. Building Location:

- a. Must conform to local governmental body and building ordinances and restrictions.
- b. Each building shall be located on each parcel so as to keep compatible as possible with natural surroundings and with other houses.

4. Fences and Hedges:

Must conform to local governmental body and building ordinances and restrictions and be maintained in a neat and orderly condition.

5. Time of Construction:

All buildings constructed must be completed within six months from the date construction is commenced, exclusive of inside finish work. This also applies to garages, carports, etc.

6. Building Exteriors:

The use of new material on all exterior surfaces will be required, used brick will be permissible. It is desired that exterior material used be indigenous to the northwest. No vertical aluminum or vertical metal siding will be allowed.

7. Residential Unit

No building, whether intended for use in whole or in part as a main residential structure, or for use as a garage shall not be moved upon the premises.

8. Color Combinations:

Color Combinations on all dwellings must be eye appealing and maintained to be compatible with other homes within the subdivision.

9. Accessory Buildings:

Will be allowed provided they are located more than fifty (50) feet from a street line. Such structures must generally conform to the architectural design and finish of the home proper and may not be used for living purposes. All structures must be completed and painted within six months of first construction.

10. Driveways:

All driveways are to be concrete and there shall be no excavation on any lot for gravel or cinders.

11. Landscape Requirements:

Each property shall be landscaped and maintained in a clean and attractive condition. No property owner shall litter their property with wood, paper, equipment, metal objects or other objects, i.e. car or other vehicle parts, thus, causing a visual disturbance to the continuity of the neighboring properties, plus front yards must be completed within six months of occupancy of the dwelling. Landscaping shall include not less than two (2) street trees evenly spaced, planted and maintained on the street frontage. Trees shall conform to species and location in accordance with City of Redmond standards.

12. Maintenance:

Each parcel 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 or visual pollution. All garbage, trash, cuttings, refuse, garbage and refuse containers, fuel tanks, clothes lines, and other service facilities shall be screened from view from neighboring properties.

13. Vehicles/Recreational Vehicles:

No disabled motor vehicles are to be on the property at any time. Motor vehicle parts are not to be left outside of the garage or other buildings. No automobile dismantling is permitted on any property or adjacent thereto.

Recreational vehicles or motorcycle riding is strictly prohibited other than ingress or egress to an owner's property. All recreational vehicles (i.e. RV's, boats, motor homes, trailers, etc.) must be parked in such a way as not to offend neighboring property owners (i.e. in outbuildings, carports, etc.). No street parking for RV's is allowed.

14. Animals:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats or other household pets, that may be kept provided that they are not kept, bred, or maintained for any commercial purpose. If pets become a nuisance to other property owners, they will be required to be maintained within the confines of the property.

15. Nuisances:

No hunting, target shooting, commercial or noxious offensive activities or activity deemed annoying to other property owners are permitted within the subdivision.

16. Signs:

No sign of any kind shall be displayed to the public view on any lots except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

17. 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.

18. Lights:

No outdoor lights (i.e. bug, blue or otherwise offensive night lights) to be allowed without permission of majority of owners or occupants of said Obsidian Estates #2.

19. Compliance:

All properties and occupants must comply with these covenants, conditions and

restrictions and the City of Redmond, Deschutes County and State of Oregon laws, codes, rules and regulations.

20. Enforcement:

These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of Obsidian Estates No. 2, and it is intended hereby that any such person shall have the right to prosecute such proceedings at law or in equity as may be appropriate to enforce the restrictions herein set forth, including a suit for injunction or for damages.

21. Term:

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 said covenants shall automatically be extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. These restrictions may be voided by any action or eminent domain.

22. Invalidation:

Invalidation of any one of these foregoing covenants, restrictions or conditions or any portion thereof by court order, judgment or decree shall in no way effect any of the other remaining provisions hereof which shall, in such case, continue to remain in full force and effect.

23. Binding:

The foregoing conditions and restrictions shall bind and inure to the benefit of each of the owners or occupants of any portion of Obsidian Estates No. 2 and each of their legal representatives, heirs, successors or assigns, and a failure, either by the owners 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.

24. Omissions or Conflict:

When these covenants do not cover a situation, the rules and regulations of City of Redmond shall be applied. In all cases where there are conflicting rules showing a difference in requirements, the stricter of the two is to be used. The decision of the developer shall govern in determining which rules are the strictest.

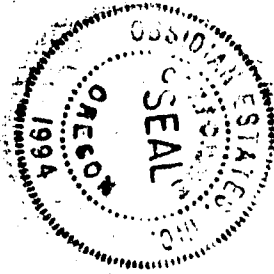
25. Amendment to Restrictions:

These restrictions may be amended or modified at any time by the affirmative vote of

two-thirds of the then owners of the parcels in Obsidian Estates No. 2. For this purpose the record owner of each parcel of land described above shall be entitled to one vote.

Dated this 15th day of August, 1995.

OBSIDIAN ESTATES NO. 2



Ronald G. Tatone
RONALD G. TATONE, PRESIDENT

Patricia Jensen
PATRICIA JENSEN, SECRETARY

STATE OF OREGON, S.S.
County of CLATSOP

On this 15th day of August, 1995, before me appeared RONALD G. TATONE and PATRICIA JENSEN both to me personally known, who being duly sworn, did say that he, the said RONALD G. TATONE is the PRESIDENT, and she, the said PATRICIA JENSEN is the Secretary of OBSIDIAN ESTATES NO. 2 the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and RONALD G. TATONE and PATRICIA JENSEN 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.

Royal H. Raymond
Notary Public for Oregon

My Commission expires 6-17-97

STATE OF OREGON) S.S.
COUNTY OF DESCHUTES)

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:

95 AUG 17 PM 2:32

MARY SUE PENHOLLOW
COUNTY CLERK

BY [Signature] DEPUTY
NO. 95-28692 FEE 25
DESCHUTES COUNTY OFFICIAL RECORDS

