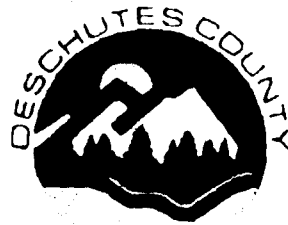




# DESCHUTES COUNTY CLERK

## CERTIFICATE PAGE



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DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

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RETURN TO  
FIRST AMERICAN

PINE TREE MEADOWS PHASE 2

DESCHUTES COUNTY, OREGON

THIS DECLARATION, made this 9<sup>th</sup> day of July, 2004, by Redmond Investments, LLC, an Oregon Limited Liability Company, hereinafter called "Declarant".

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

Pine Tree Meadows Subdivision, as platted in Book 2004 Page 4790 Plat Records of Deschutes County, Oregon for phase 2, lots 28 through 84

NOW, THEREFORE, the Declarant does hereby declare that all of said property is and shall be held, sold, conveyed and occupied 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, desirability and attractiveness 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 until canceled or modified as herein provided.

1. Complete plans or adequate sketches of proposed dwelling houses shall be submitted to Redmond Investments, LLC, or its successors in interest, for approval before construction is started. No temporary structure of any kind shall be used as a residence at any time. However, builders may have a temporary job shack during construction of a home. No residence shall be moved onto any lot from another location. All residence are to be built on site, wood frame structures. No manufactured homes are allowed. **House colors to be approved by the Declarant.**
2. Landscaping materials must be installed in front yard within 6 months upon completion of the home; weather permitting. Rear yard landscaping shall be installed within one year unless area is completely fenced. As required by the City, the Builder will plant a tree or trees in the front yard and must be maintained by the Homeowner. Street trees may not be removed per City of Redmond Planning Department. **Homeowners are expected to properly maintain their yard for good neighborly appearances.**
3. Parking of recreational vehicles within the front yard setback or in the street, except for the temporary purpose of loading and unloading, is prohibited. Recreational vehicles, in this case, shall include travel trailers, motor homes, campers not placed on vehicles, boats, and off-road vehicle trailers. All vehicles parked along a garage side must be screened by a fence and gate across the garage front.
4. No lot shall be used for or maintained as a dumping ground for rubbish. All containers or other equipment for the storage or disposal of waste materials, rubbish, or garbage shall be kept in a clean and sanitary condition. **Homeowners are required to keep garbage cans out of sight during the week except for when the garbage is picked up.**
5. On each of the lots in the subdivision, all television cables, telephone service wire connections to the main telephone system, and all power connections to the main power system must be placed underground. No antennas allowed on roof tops. Maximum disc size allowed are 24" in diameter.
6. All mail boxes will be installed by the Post Office.
7. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood, nor shall any lot be used for commercial purposes.
8. No livestock or fowl will be permitted on said property with the exception of household pets. All dogs shall be leashed, kenneled or confined to owners property and not allowed to run at large. Animals must not become a nuisance to other property owners.
9. All fences built must be with 1 x 8 or 1 x 6 cedar boards` maximum six foot high. Contact the City of Redmond building department for information on fence placement and setback requirements.

10. This declaration may be amended if such amendment is approved by the Owners of at least seventy-five percent (75%) of the lots. For as long as Declarant remains the Owner of one (1) or more lots, this Declaration may not be modified, added to, amended or repealed so as to eliminate, change, or impair any rights, privileges, easements, licenses or exemptions granted therein or herein to Declarant or otherwise adversely affect Declarant without Declarant's prior written consent in each instances.

11. Any amendment shall be effective when it is duly signed by the then seventy-five percent (75%) of lot owners of record and recorded in the official records of Deschutes County, Oregon.

12. By accepting a conveyance of a Lot(s) in Pine Tree Meadows, each owner thereby appoints the Declarant as the owner's attorney in fact for the limited and sole purpose of voting on behalf of each Owner in favor of amendments to the Declaration in order to comply with the requirements of the Federal Housing Administration, The Veterans Administration, the National Mortgage Association, the Government National Mortgage Association, The Federal Home Mortgage Loan Corporation and department, bureau, board, commission or agency of the United States or the State of Oregon, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon which insures, guarantees or provided financing for lots. Such power of attorney shall be irrevocable for term equal to the period that Declarant owns one or more lots in the plat. Such power of attorney is coupled with an interest.

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

14. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants, either to restrain violation or to recover damages.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 9<sup>th</sup> day of July 2004.

Redmond Investments, LLC

By: Beverly J. Quandt  
Beverly J. Quandt, Partner



STATE OF OREGON       )  
                                  ) SS.

County of Deschutes       )  
                                  Washington

On this 9<sup>th</sup> day of July, 2004, before me personally appeared Beverly J. Quandt to me known to be a Partner of Redmond Investments, LLC that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Margaret Johnson  
Notary Public in and for the State of Oregon

My commission expires

May 21, 2006