

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

RED-BAR ESTATES, DESCHUTES COUNTY,

STATE OF OREGON

INDEX

	Page
DECLARATION	1
ARTICLE I - Definitions	2
ARTICLE II - Restrictions	2
ARTICLE III - General Provisions	4

THIS DECLARATION, made this 30th day of April, 1997, by Red-Bar Estates, LLC, a registered Oregon Corporation, hereinafter referred to as DECLARANT.

WHEREAS, Declarant is the owner of certain real property in the County of Deschutes, State of Oregon, which is more particularly described as follows:

Lots 1-34 of Phase I of Red-Bar Estates, a duly recorded subdivision within Deschutes County, State of Oregon.

AND WHEREAS, Declarant will convey said property subject to certain protective covenants, conditions, restrictions, reservations, easements, liens and charges for the benefit of said real property and its present and subsequent owners as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the said property is and shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions, reservations and conditions shall constitute covenants to run with the land and shall be binding on all persons claiming under them and having or acquiring all limitations upon each owner thereof, and his heirs and assigns if an individual, or its successors and assigns, if a partnership or corporation.

-1-

✓ After recording, return to
AmeriTitle
15 OREGON AVENUE, BEND

ARTICLE I

DEFINITIONS

- SECTION 1: "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat of Red-Bar Estates with the exception of dedicated rights-of-way.
- SECTION 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract buyers, but excluding those having such interest merely as security for performance of any obligation.
- SECTION 3: "Declarant" shall mean and refer to Red-Bar Estates, LLC and its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from Declarant for the purpose of development.
- SECTION 4: "Residence" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling, together with attached or detached garage, as the case may be and the patio, porches, or steps annexed thereto.
- SECTION 5: "Declaration" shall mean and refer to the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS applicable to the properties as executed by the Declarant on the 30th day of April, 1997.

ARTICLE II

RESTRICTIONS

The following restrictions shall apply to the occupancy and use of said real property and shall be for the benefit of and limitations upon all present and future owners and authorized users of said property.

- (1) No lot shall be used for any other purpose except for residential purposes. No shop or store for business purposes shall be allowed on the property. No structure of

a temporary character, including trailer, tent, shed, basement, garage or other outbuilding shall be used for residential purposes on any lot, either temporarily or permanently, except model home/sales office during the initial marketing of the lots.

(2) The one-story residential dwelling square footage, excluding garage, shall contain a minimum of 1200 square feet. A two-story dwelling must contain at least 1400 square feet, excluding garage. No single car garages shall be allowed. All residences must be constructed with a two car garage minimum.

(3) All driveways shall be paved or concrete, and there shall be no excavation on any of the parcels for gravel or cinder aggregate.

(4) The residences shall not exceed two stories in height, excluding subsurface basements. The roof shall be constructed of architectural composition shingles, earth tone concrete, or clay tiles.

(5) All exterior walls facing streets shall be double construction with lap siding (wood or composite materials). Other walls may be T-111.

(6) Setbacks shall conform to governmental regulations with variances allowable when approved by the regulating body.

(7) No signs shall be permitted except those permitted by the City of Redmond.

(8) All buildings constructed must be completed within six months from the date construction is commenced, excluding inside finish work.

(9) No vehicles shall be parked on the sidewalk or in the non-driveway portion of the front yard. No disabled vehicles shall be parked in the streets or in any driveway within Red-Bar Estates for more than five (5) days. Parking of trucks larger than 1 ton shall not be allowed on any lot. Outdoor storage of garbage, trash, agricultural machinery, lawn mowers, building materials, toys, furniture, appliances, automotive parts, garden equipment, boats, trailers, motor homes, or like equipment is not permitted to be stored in the front yard or within direct view from any street. Covering with tarp or in a garbage can is not

considered to be out of sight. Trash, garbage or other wastes shall not be kept except in sanitary containers.

(10) No heavy equipment, such as dump trucks or backhoes shall remain parked on streets within Red-Bar Estates on Saturdays and Sundays during house construction unless work is actually being performed on those particular days. Materials shall not be stockpiled in the streets. In addition, during construction, streets shall be left in a clean condition on Saturdays and Sundays. The intent of this provision is to maintain the appearance of Red-Bar Estates for potential house buyers on Saturdays and Sundays.

(11) No farm animals are permitted within Red-Bar Estates, including chickens, geese, goats, sheep, cows, pigs or horses.

(12) No exposed television or other antennas shall be installed or located upon said properties except satellite dishes not exceeding 18" in diameter.

(13) All front yards shall be landscaped within three months after the date of occupation of the residence, including city ordinance requirements for street trees.

(14) Any fences shall be not more than 6' high constructed with vertical cedar boards.

(15) All house construction plans are subject to review of Declarant to ensure compliance with the restrictions herein and to maintain an acceptable standard of design quality.

ARTICLE III

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Declarant or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by any owner to enforce any covenant or restrictions herein contained shall in no event, be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY. Invalidity of any one of these covenants and restrictions by judgement or court order shall in no way effect any other provisions, which shall remain in full force and effect.

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SECTION 3. AMENDMENT. The covenants and restrictions of the Declaration shall run with and bind the land, and I shall inure to the benefit of and be enforceable by the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The covenants and restrictions of Article II may be amended or revoked by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any instruments affecting a revocation or any amendments of this Declaration must be properly recorded in the Deed of Records of Deschutes County, Oregon

IN WITNESS WHEREOF, the undersigned being Declarant herein, has hereunto set its hand and seal this 30th day of April, 1997.

RED-BAR ESTATES, LLC

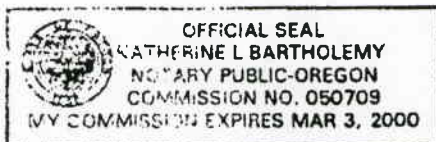
By: Ed Bartholemey
Its: Member

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
Red-Bar Estates, LLC ACKNOWLEDGEMENT:

STATE OF OREGON)
) ss.
County of Washington

On this 30th day of April, 1997, personally appeared before me Ed Bartholemey, who being duly sworn, states he is the Member of Red-Bar Estates, LLC, the above named corporation and that the foregoing instrument was signed and sealed on behalf of said corporation and he acknowledged said instrument to be the voluntary act and deed of said corporation.

BEFORE ME:



Katherine L Bartholemey
Notary Public for Oregon
My Commission Expires: 3-3-2000

STATE OF OREGON)
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:

97 MAY -2 PM 3:59

MARY SUE PENHOLLOW
COUNTY CLERK

BY: A. Patterson DEPUTY

NO. 97-15247 FEE 25-
DESCHUTES COUNTY OFFICIAL RECORDS

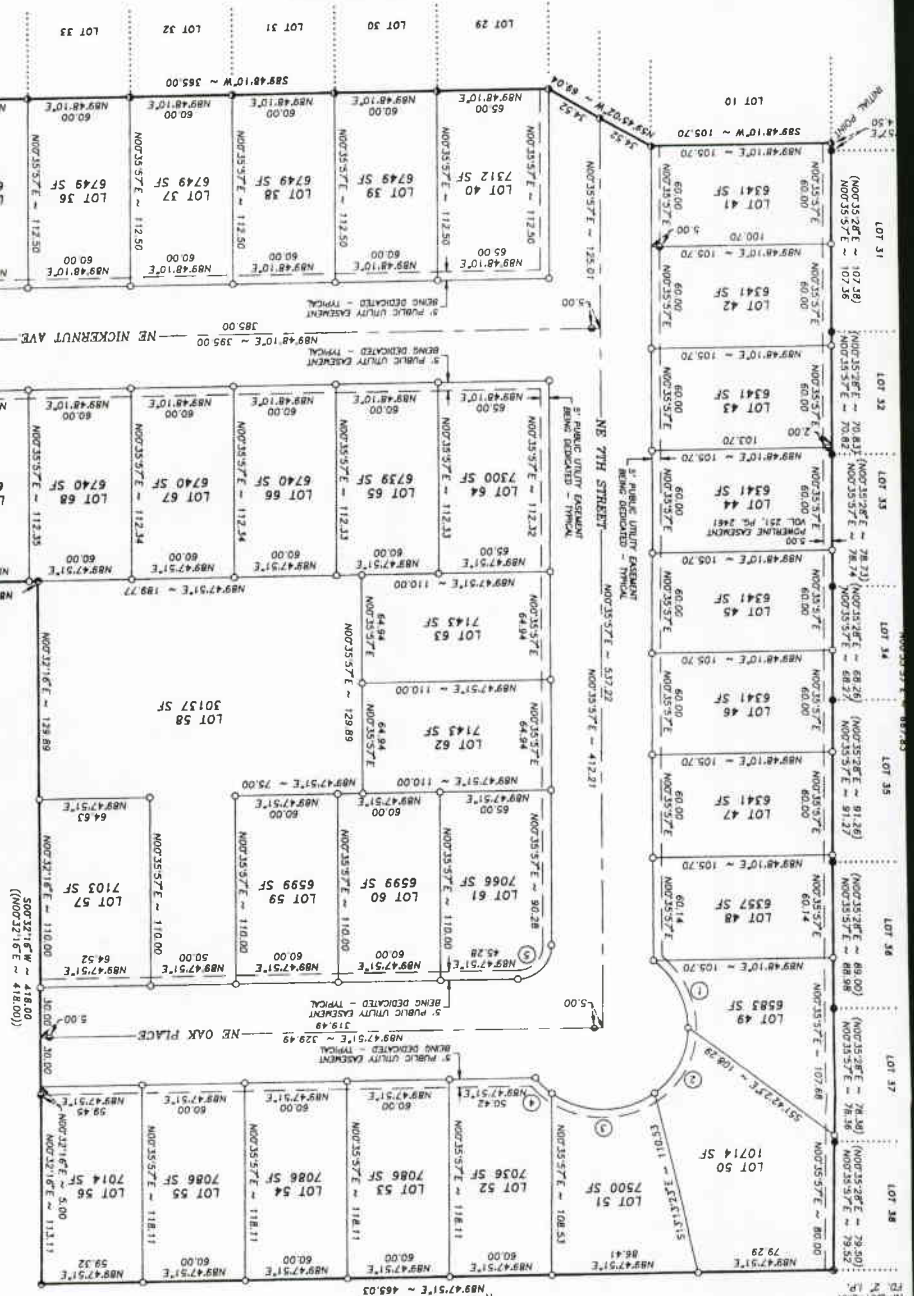
RED-BAR ESTATES, PHASE 2 A 7.825 ACRE SUBDIVISION LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 3, T15S, R13E, W.M., DESCHUTES COUNTY, OREGON DESCHUTES COUNTY FILE: TP-95-852



- LEGEND**
- FOUND MONUMENT AS NOTED
 - FOUND 5/8" IRON ROD WITH PLASTIC CAP MARKED (C511087) AS PER PLAT OF N-LAH-SHA (C511087) BY TOW PACE ENG. & SURVEYING FILED 6/10/92
 - FOUND 5/8" IRON ROD WITH PLASTIC CAP MARKED (C511087) AS PER MAP OF RED-BAR ESTATES, PHASE 1 (C511087) BY ANDERSON ENG. & SURVEYING DATED 1/29/91
 - SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED (L25227) (MINLESS POINT DUE TO UTILITY CONFLICTS)
 - NOTE: CS12925 DATA MATCHES MEASURED DATA THIS SURVEY.
 - DIMENSION LINE
 - APPROX. ADJOURNER LINE
 - IRON PIPE

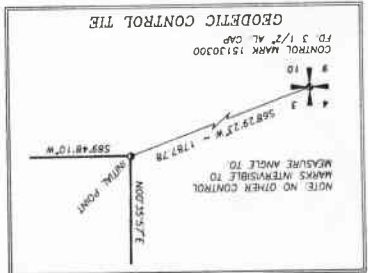
PLAT RESTRICTION NOTES

1. ANY RECREATIONAL VEHICLE PARKING ON ALL LOTS IN THIS SUBDIVISION SHALL BE IN THE REAR OF THE SUBDIVISION LOT AND SCREENED FROM VIEW FROM ADJACENT PROPERTIES AND PUBLIC STREETS AS A RESULT OF THIS SUBDIVISION.



CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
1	57.0748°	50.00	46.36	S25.57°E	44.72
2	57.0748°	50.00	46.36	S27.09°E	44.72
3	73.4423°	50.00	64.35	N89.24°W	60.00
4	152.731°	50.00	13.49	N44.48°W	13.45
5	89.1154°	20.00	31.14	N45.11°E	28.09



PREPARED FOR:
RED-BAR ESTATES
18465 SW SCHOLLS FERRY RD.
BEAVERTON, OREGON 97007

PREPARED BY:
ANDERSON ENGINEERING & SURVEYING
1516 SW HIGHLAND AVE., P.O. BOX 419
MEDFORD, OREGON 97504
(541) 923-4308 FAX
(541) 923-4307 (541) 923-4308 FAX
SHEET 2 OF 2
SEPT. 18, 1998

DRAWN BY: J.E.
CHECKED BY: J.E.
DATE: 10/21/98

901-7