

98-16793 ✓

Robert Jackson
1645 A Avenue
Terrebonne, Oregon 97760

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
DECLARANT SALMON RUN
T15 R13 S20C Tax Lot 1001
Redmond, Oregon

The primary purpose of these restrictions is to insure the development and maintenance of a spacious, single-family residential area where liberal yards and open space insure healthful and safe living conditions; to create a quiet neighborhood; and to protect the value, desirability and attractiveness of Salmon Run.

The undersigned, being the sole owner of the property described above, in order to provide for the objective set out in the above statement of purpose, do hereby subject said property, and each division or part thereof, to the following building and use restrictions:

1. Use: Each lot shall be for single family residential or duplex use only. Homes or portions thereof may be rented by owners. Any commercial activity must conform to City of Redmond ordinances.
2. Specifications: All dwellings are limited to up to two stories in height, not more than one three-car garage or carport, and not more than one accessory building incidental to residential use shall be constructed on any lot. Basements, which include daylight, split entry and split level types shall not be considered in determining the number of stories in the dwelling. Minimum square footage per dwelling structure is 1,250 square feet, excluding the garage.

Each home will be located on each parcel so as to keep as compatible as possible with the natural surroundings and with other houses, and whenever possible, to situate the garage so as not to face the front.
3. Time of Construction: All buildings constructed must be completed within six months from the date construction is commenced, exclusive of inside finish work.
4. Landscape Timing: All front yards shall be landscaped within ninety (90) days of final inspection. Landscape shall be a minimum of 20% sod lawn in the front yard, with other non-native shrubs and trees. Other ground cover options are bark, river rock, pea gravel, etc. Natural type landscaping is not allowed.
5. Landscape Maintenance: Grass, hedges, shrubs, vines, mass planting of any type on each lot shall be kept watered, mowed, trimmed and cut at regular intervals so as to maintain same in a neat, attractive manner. Trees, shrubs, vines and plants that die shall be promptly removed.

6. Setbacks: Setbacks and solar setbacks are subject to the solar building requirements set forth by the Redmond Development Code.
7. Driveways: All driveways are to be paved or concrete. There shall be no excavation on any of the parcels for gravel or cinders.
8. Trees: All trees will be left standing, with the exception of those needing removal for the purpose of home construction.
9. Sewage: All dwellings shall have an individual City sewer hook-up installed in compliance with the requirements of the State or City Sanitary Authority or health authority having jurisdiction.
10. Cleanliness: 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.
11. Screening: All garbage, trash, cuttings, refuse and garbage containers, fuel tanks, clothes lines and other service facilities shall be screened from view from neighboring parcels.
12. Dumping: No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Other waste shall be kept only in sanitary containers at all times. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No rubbish may be burned or buried in or on Salmon Run.
13. Drilling or Mining: No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
14. Manufactured Homes: Manufactured homes of any kind are not permitted in Salmon Run.
15. Temporary Residence: No tent, shack, recreational vehicle, camper, camper shell, boat, trailer, garage or out building shall be used on any lot as a residence or domicile, either temporarily or permanently. Nor shall any residence of a temporary character be constructed, placed or erected on any lot. No boat, camper shell, recreation vehicle, trailer, etc. shall be parked or stored in that portion of a lot which lies between the front property line and the front garage for more than ten consecutive calendar days. No portable apparatus or equipment shall be erected in that portion of a lot which lies between the front property line and the front of the garage for more than one day.
16. Signs: No commercial sign may be displayed to the public view from any parcel except a "for sale," or "for rent" sign, or one used by a builder to advertise that property during the

construction and sales period. No sign shall be larger than two square feet, other than that furnished by the subdivision or their agents.

17. Roofs shall have not less than five in twelve pitch and be constructed with material of a minimum 25 year warranty.
18. Gas: All homes and duplexes shall have gas heat and gas heated water. Other gas appliances are optional.
19. Fences: No chain link or metal fences whatsoever. They are to be constructed of wood and are to be of similar "good neighbor style" as is already in the area. Fences will be 6' in height. Owners of lots 1, 2, 6, 7, 8, 9, 10, 11 and 14 are required to have fences installed across the rears of these lots within six (6) months of the issuance of an occupancy permit by the City of Redmond. All other fences must meet requirements as set forth by the Redmond Code.
20. Exterior Walls and Trim shall be wood. Manufactured wood products such as fiberboard, masonite, etc. are considered acceptable. All fronts of homes shall be lap siding and/or masonry. Rear and sides may be constructed of something different, if desired.
21. Offensive Activity: No illegal, noxious, or offensive activity, including any nuisance or annoyance is permitted. The noise and other occurrences incidental to construction of a house or other building in Salmon Run shall not be considered an offensive activity.
22. Firearms: The shooting of firearms on the premises is prohibited.
23. Pets: No animals other than domestic pets shall be kept on any part of Salmon Run. Domestic pets must be at all times restrained on their owners' property or under immediate control on a leash. No animals shall be kept, bred or maintained for any commercial purpose.
24. R.V. Parking: All R.V. parking shall be at the rear or side of a lot and screened from view from adjacent properties and public streets.
25. Enforcement: These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of Salmon Run and it is intended hereby that any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce the restrictions herein set forth, including a suit for injunction or for damages.
26. Term: These restrictions shall run with the land and shall be binding on the owner or tenant of any or all said land and all persons claiming by, through, or under them until the year 2010, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the parcels it is agreeable to change said covenants in whole or in part.

- 27. Invalidation of any of these foregoing covenants, restrictions, or conditions or any portion hereof by court order, judgement, 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.
- 28. Binding: The foregoing conditions and restrictions shall bind and inure to the benefit of each of the owners or occupants of any portion of Salmon Run and each of their legal representatives, heirs, successors, or assigns and a failure, either by the owners above named 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.
- 29. Omission or Conflict: When those covenants do not cover a situation, the rules and regulations of the 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 stricter.

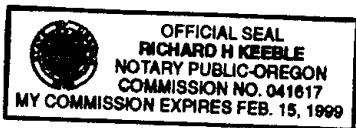
These restrictions may be amended or modified at any time by the affirmative vote of two thirds of the then owners of the parcels in Salmon Run. For this purpose, the owner of record of each parcel of the land described above shall be entitled to one vote.

Dated at Redmond, Oregon this 24th day of April, 1998.

SALMON RUN

By *[Signature]*

[Signature]
 Notary Public
 Deschutes County Oregon
 Commission Expires Feb 15, 1999



STATE OF OREGON)
 COUNTY OF DESCHUTES) SS.

I, MARY SUE PENNOLLO, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DAY:

98 APR 24 AM 10:35

MARY SUE PENNOLLO
 COUNTY CLERK

BY *[Signature]* DEPUTY
 NO. 98-16793 FEE 20
 DESCHUTES COUNTY OFFICIAL RECORDS