

94-32166

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR
STONEHEDGE SOUTH

The primary purpose of these restrictions is to insure the development and maintenance of a spacious, 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 Stonehedge South.

The undersigned, being the owners 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 residential use only.
2. SPECIFICATIONS; Dwellings not to exceed 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 shall not be considered in determining the number of stories in the dwelling. Minimum square footage per single family dwelling on lots 8 through 15 is 1300 square feet excluding the garage. Minimum square footage on lots 2 thru 7 will be 1500 square feet with a two car garage minimum.

Duplexes will be allowed on Lots 8-9-10-11-12-13. Total minimum sq. footage of duplexes shall be 1,800 sq. ft. of total living area. Each unit must have minimum 15x20 square foot garage plus 2 additional off street parking spaces.

No overnight on-street parking is allowed in Stonehedge South.

No visible vehicle repairs are allowed in Stonehedge South.

Boats and motorhomes must be stored in a fenced side yard. No on-street long-term parking.

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

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:

94 AUG 16 PM 2:39

BY: *M. S. Penhollow* DEPUTY
94-32166 FEE 25.00
NO. 94-32166

DESCHUTES COUNTY OFFICIAL RECORDS

25-1344/28NW 9/10/94

Each home will be located on each parcel to be as compatible as possible with the natural surroundings and with other houses.

(NOTE: All buildings within 200' of canyon will go through City of Redmond Site and Design Review in addition to regular permit process.)

3. ARCHITECTURAL CONTROL: All structures will be subjected to architectural review prior to beginning of construction. Response or approval of architectural review will take place no later than 72 hours after receipt of plans. Architectural control can be contacted at Real Estate of Oregon, 1502 S. W. Odem Medo Rd. Architectural review requirement will expire when all lots in Stonehedge South Phase I have been improved.

4. TIME OF CONSTRUCTION: All buildings constructed must be completed within six months from the date construction is commenced.

5. LANDSCAPE TIMING: All front yards shall be landscaped within six (6) months after a residence is finished. No less than 20% of the front yard will be in grass and the rest will be natural or finished in a professional looking manner with other landscape material.

6. SET BACKS: Set backs shall conform to governmental regulations with variances allowable when approved by the regulating body.

7. DRIVEWAYS: All driveways to be paved or concrete.

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 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, cutting, refuse and garbage containers,

fuel tanks, clotheslines 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 not be kept except 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 on or near Stonehedge South. No dumping of any kind is allowed into the canyon.

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. No excavation for gravel or cinders.

14. MOBILE HOMES: Mobile homes, manufactured homes and modular homes of any kind are not permitted in Stonehedge South. All construction shall be site built.

15. TEMPORARY RESIDENCE: No trailer, tent, shack or other building shall be constructed or placed upon any portion of any parcel to be used as a temporary or permanent residence. However, a small structure for use by a builder as his construction shack may be built or moved on for the duration of the construction period, not to exceed six months.

16. SIGNS: No commercial sign may be displayed to the public view from any parcel except a "For Sale", "For Rent", 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 developer or their agents.

17. ROOFS: Shall have not less than 5 in 12 pitch and be covered with architectural 80 composition shingles, a minimum 30 year warranty, earth tone, clay tiles, wood shakes or shingles, or acceptable steel roofing.

18. FENCES: No chainlink or metal fences whatsoever. Fences are to be made of wood, maximum height is 5'. All fence extending from front of house to street not to exceed 3 feet high. Fencing requirement is to avoid

unsightly and/or poorly planned fencing.

19. EXTERIOR WALLS AND TRIM: Shall be wood. Manufactured wood products such as fiberboard, masonite, etc. are considered acceptable.

20. OFFENSIVE ACTIVITY: No illegal, noxious, or offensive activity, including any nuisance or annoyance is permitted. The noise and other occurrences incident to construction of a house shall not be considered an offensive activity.

21. FIREARMS: The shooting of firearms on the premises is prohibited.

22. PETS: No animals other than domestic pets shall be kept on any part of Stonehedge South. 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.) Keeping of pets shall conform to City of Redmond ordinances.

23. ENFORCEMENT: These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of Stonehedge South, 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. The enforcing body shall be the City of Redmond.

24. TERM: These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said land and all persons claiming by, through or under them until the year 2023. At that time said covenants shall be automatically extended for successive periods of ten years unless a change is voted in by at least two-thirds of the then current owners of the Stonehedge South parcels.

25. INVALIDATION: Invalidation of any one 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.

26. BINDING: The foregoing conditions and restrictions shall bind and insure to the benefit of each of the owners or occupants of any portion of Stonehedge South 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.

27. 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 City Building Dept. 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 Stonehedge South. For this purpose the owner of record of each parcel of the land described above shall be entitled to one vote.

Diana M. Barker
Diana M. Barker, Developer

Thomas A. Fields
Thomas A. Fields, Developer

Dated at Redmond, Oregon, this 15 day of Aug, 1994

STATE OF OREGON,

County of DESCHUTES

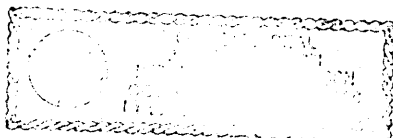
ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 15 day of AUGUST, 1994, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named DIANA M. BARKER AND THOMAS A. FIELDS aka TOM FIELDS

known to me to be the identical individual S described in and who executed the within instrument and acknowledged to me that THEY executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Julie A. Watson
Notary Public for Oregon.
My Commission expires 5-1-96