

DECLARATIONS OF COVENANTS, CONDITIONS & RESTRICTIONS
STONEHEDGE WEST PHASE III
REDMOND, OREGON

The primary purpose of these restrictions is to insure the development and maintenance of a spacious residential area of single family, two-family, and multi-family dwelling units where liberal yards and open spaces insure healthful and safe living conditions, to create a quiet neighborhood, and to protect the value, desirability, and attractiveness of Stonehedge West.

The undersigned, being the sole 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. Two family and multi-family dwellings are allowed per Redmond City R-5 zoning ordinances. No other commercial activity of any kind shall be conducted in or from the property.
2. Specifications: Not more than one detached dwelling not to exceed two stories in height 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 single family dwelling is 1500 square feet excluding the garage, any two family for multi-family dwelling shall be a minimum of 2,000 square feet in the total structure. Each dwelling will be located on each parcel so as to keep as compatible as possible with the natural surroundings, view, and with other buildings.
3. Time of Construction: All buildings constructed must be completed within six (6) months from the date construction is commenced, exclusive of inside finish work.
4. Landscape Timing: All front yards shall be landscaped within six (6) months after the exterior of the residence is finished with no less than 20% of the front yard to be in grass, the rest to be natural or with bark chips in a professional looking manner.
5. Setbacks: Setbacks shall conform to governmental regulations with variances allowable when approved by the regulating body.
6. Driveways and parking: All driveways to be concrete with a minimum of 20' and the number of parking spaces to comply with Redmond City code.
7. Trees: All trees will be left standing, with the exception of those needing removal for the purpose of home construction. Planting of trees is encouraged.
8. Design Control: The developers of Stonehedge West, to ensure that buildings constructed will be consistent with the overall plan and design motif, will require purchasers of lots within Stonehedge West, not to construct or alter and improvement on their site until:
 - a. The owners have submitted to the Architectural Review Committee, two complete sets of plans and specifications therefore, in form satisfactory to the committee, showing insofar as appropriate (1) the size and dimensions of the improvement, (2) the exterior design, (3) the exterior color scheme, (4) the exact location of the improvement on the homesite, (5) the location of driveways and parking areas, (6) the scheme for drainage and grading, and (7) the landscaping arrangements; and
 - b. Such plans and specifications have been approved in writing by the committee. Approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the restrictions and conditions contained in this Declaration, but also because of the reasonable dissatisfaction of the committee with the grading and drainage plan, the location of the structure on the homesite, the color scheme, the finish, design, proportions, shape, height, style, or appropriateness of the proposed improvement or alteration, the material used therein, the kind, shape, or type of roof proposed to be placed thereon or because of its reasonable judgment the committee would

render the proposed improvement inharmonious or out of keeping with Stonehedge West objectives or the improvements erected on other homesites.

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, clotheslines, satellite dishes, antennas, RV vehicles, and other service facilities shall be screened from view from the street.

12. Dumping: No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage and 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 West.

13. Drilling and Mining: No oil drilling, oil development operation, oil refining, quarry 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. Mobile homes: Mobile homes or manufactured housing of any kind are not permitted in Stonehedge West for residential purposes.

15. Temporary residence: No trailer, tent 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.

16. Signs: No commercial sign may be displayed to the public view from any parcel except for 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.

17. Roofs: Shall have not less than a 5 foot pitch in 12 feet (5 in 12) and be covered with earth tone shingles of composition (excluding straight line composition).

18. Fences: No chain link fences or metal whatsoever. Maximum height is 6'. All fencing extending from front of house to street is not to exceed 3'. Fencing requirement is to avoid unsightly, poorly planned fencing.

19. Exterior walls and trim: Shall be wood or other material approved by Architectural Review Committee. Manufactured wood products such as fiberboard, masonite, etc., are considered acceptable. Color samples will be submitted with plans for approval. Paint or heavy body stain is acceptable. No 4' x 8' type plywood such as T1-11 siding is allowed. Brick and stone work is encouraged.

20. Architectural Review Committee: Consists of

Bob Riemenschneider, Jim Schmit, Tom Fields

Committee will cease to exist when all the lots in Stonehedge West have been approved, sold, and all parcels have been approved for construction.

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 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 Stonehedge West. 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 purposes. Keeping of pets shall conform to City of Redmond ordinances.

24. 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 West 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.

25. 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 2024, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of two-thirds of the then owners of Stonehedge West parcels, it is agreeable to change said covenants in whole or part.

26. Invalidation: Invalidation of any one of these foregoing covenants, restrictions, and 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.

27. Binding: The foregoing conditions and restrictions shall bind and inure to the benefit of each of the owners or occupants of any portion of Stonehedge West 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.

28. 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 strictest of the two is to be used. The decision of the Architectural Review Committee shall govern in determining which rules are the strictest.

These restrictions may be amended or modified at any time by the affirmative vote of two-thirds of the then owners of the parcels of Stonehedge West III. 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 24 day of JULY, 1998.

James Schmit
James Schmit

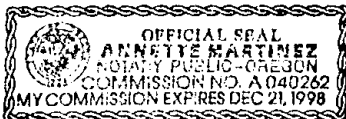
Thomas A. Fields
Thomas A. Fields

Robert L. Riemenschneider
Robert L. Riemenschneider

Lorene Riemenschneider
Lorene Riemenschneider

State of Oregon
County of Deschutes

This instrument, Declaration of Covenants, Conditions, and Restrictions for Stonehedge West Phase III, Redmond, Oregon, was acknowledged and signed before me on the 24 day of JULY, 1998 by JAMES SCHMIT, THOMAS A. FIELDS, ROBERT L. RIEMENSCHNEIDER, AND LORENE RIEMENSCHNEIDER.



Annette Martinez
Notary

My commission expires: 12-21-98

504 - 2721

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:

98 JUL 28 PM 3:03

MARY SUE PENHOLLOW
COUNTY CLERK

BY. 

DEPUTY

NO.

98-32941

FEE

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DESCHUTES COUNTY OFFICIAL RECORDS