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2004-68158



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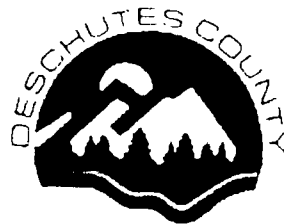
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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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Phyllis Kosanke
2440 SW 27th St.
Redmond, OR 97756

Declaration of Covenants, Conditions and Restrictions

FOR

TIMBER FLATS SUBDIVISION

(All phases)

THIS DECLARATION is made this 10th day of November, 2004 by Darren J. Kosanke and Phyllis R. Kosanke, husband and wife, hereafter collectively referred to as "Declarant" as developers and Owners of the real property located in the City of Redmond, County of Deschutes, platted and recorded in the plat records of Deschutes County, commonly known as Timber Flats Subdivision. **Note: Excluded from these CCR's will be current house located at address known as 2440 SW 27th Street, Redmond, Oregon - which will become part of Timber Flats in Phase 3.** ****** *(Signature) 11-15-04***

In order to insure that said Timber Flats Subdivision shall be developed and maintained in an orderly manner and to protect the value, desirability and attractiveness of the individual dwellings and the entire neighborhood, the declarant desires to declare of public record certain covenants, conditions and restrictions upon all parties having or acquiring any right, title or interest in the property or any part thereof, and shall insure to the benefit of the Declarant or any successor of Declarant in the ownership of the desired property.

ARTICLE 1

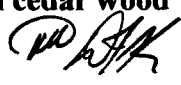

Use Restrictions

- (1) No lot shall be used 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. All such structures must comply with the applicable building codes.**

ARTICLE 2

Building Restrictions

- (2) All driveways to be paved or concrete or asphalt. At the sole discretion of the Declarant, a graveled driveway may be acceptable for temporary purposes only.**
- (3) The residences shall NOT exceed two stories in height, excluding subsurface basements.**
- (4) Roofs shall have a minimum of a 4/12 pitch and shall be constructed of architectural composition shingles, concrete, clay tiles, or metal.**
- (5) All houses must have a minimum of a one-car garage. No garage can be converted or used for living space, unless a new garage is built prior to the conversion.**

- (6) All buildings constructed must be completed within six (6) months from the date construction is commenced, excluding inside finish work.
- (7) No modular, mobile or preexisting home may be moved onto any lot in the subdivision.
- (8) Any fences shall be not more than 6' high and constructed with vertical cedar wood material, natural or stained. *Fencing by declarant is classified as a gift.*  11-15-04
- (9) All front yards shall be landscaped within three (3) months after the date of recording of the homes completion notice. In the event of undue hardship due to weather conditions, Declarant, at their sole discretion, may extend installation of landscaping. *Landscaping by declarant is classified as a gift.*  11-15-04

ARTICLE 3
General Restrictions

- (10) No signs, other than those allowed by the City of Redmond for residential areas, shall be permitted.
- (11) All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. No lot shall be used as a dump for trash or rubbish of any kind.
- (12) Each owner shall maintain the Lot and improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Damage caused by fire, flood, storm, earthquake, riot vandalism, or other causes shall likewise be the responsibility of each owner.
- (13) No owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or on any street for a period in excess of 48 hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when its presence offends the occupants of the neighborhood.
- (14) Parking of boats, trailers, motorcycles, truck-campers, RV's and like equipment shall not be allowed in front of the front setback line of the garage. Said equipment must be kept behind fencing.
- (15) No animals, including poultry, shall be raised or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not raised or kept for commercial purposes and do not cause damage or discomfort to neighbors.
- (16) No exposed television or other antennas shall be installed or located upon said properties, except satellite dishes no greater than 18" in diameter.

- (17) No owner shall permit any condition to exist upon his Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.**
- (18) No noxious or offensive activity shall be carried on within any Lot nor shall anything be done or placed upon any Lot which interferes with or jeopardizes any Owners use and enjoyment of the Lot.**

ARTICLE 4
Remedies

- (A) In the event any owner constructs or permits to be constructed on the Lot an improvement contrary to the provisions of this Declaration, or causes or permits any improvement, activity, condition or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on the Lot, or if any owner causes damage to the road system during construction or anytime thereafter, then Declarant shall notify the owner in writing of any specific violations of this Declaration, and may require the owner to remedy or abate the same in order to bring the Lot, the improvements on the Lot or on the road system and the use of the Lot in conformance with this Declaration. If the owner is unable, unwilling or refuses to comply with Declarant's specific directives for remedy or abatement, or the owner and the Declarant cannot agree to a mutually acceptable solution within 30 days of written notice to the owner, then Declarant shall have the right to do either or both of the following:**
 - 1. Enter the offending Lot, if necessary, and remove the cause of such violation or alter, repair or change the item which is in violation of this Declaration, in such a manner to make it conform to this Declaration, in which case Declarant may assess the offending Lot owner for the entire cost of the work done, and Declarant shall have a lien upon the offending Lot for the amount of this cost which shall be subordinate to any prior recorded mortgage or trust deed, and/or**
 - 2. Bring suit or action against the owner to enforce this Declaration.**
- (B) In the event Declarant brings any suit to action to enforce this Declaration, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such suit or action, including such amount as the court may determine to be reasonable as attorney's fees at trial and upon any appeal.**
- (C) The remedies provided in this Declaration are not exclusive but shall be in addition to the injunctions and all other remedies, including actions for damages and suits for specific performance, available under applicable laws.**

ARTICLE 5
Termination

- (A) The covenants, conditions and restrictions contained in this Declaration shall terminate upon the expiration of 40 years from date of recording of this Declaration, provided, however, that such covenants, conditions, and restrictions shall terminate upon such earlier date as Declarant may execute and cause to be recorded in the deed records of Deschutes County, a Declaration specifying such termination. However, Declarant shall notify in writing each owner 90 days before recording of such Declaration of termination. In addition, Declarant may elect to waive any of the covenants, conditions, and restrictions as they apply to any specific Lot or Lots by the execution and recording by Declarant in the deed of records of Deschutes County, Oregon, of a declaration of waiver.

Notwithstanding the following, at the time of receipt by owners of notice of termination, or before such declaration of termination is executed and recorded, the owners may at their discretion form an Association to enforce the provisions of this Declaration. Such Association shall be formed on by majority vote, and in determining a majority, each Lot in the subdivision shall be entitled to one vote. The Association's structure and powers shall have the same powers and duties that the Declarant has under this Declaration. All provisions in this Declaration shall apply equally to the Association including but not limited to provisions relating to Enforcement.

ARTICLE 6
Miscellaneous Provisions

- (A) Failure by Declarant to enforce any covenants, conditions or restrictions contained in this declaration shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.
- (B) Each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provisions shall not affect the validity or enforceability of the remaining part of that or any other provision.
- (C) Any notice required by this declaration may be delivered either personally or by mail. Delivery by mail shall be deemed made 24 hours after having been deposited as certified or registered mail in the United States Mail, with postage prepaid, addressed to the owner at the Lot or if the Lot is unimproved, at such address then on file with the county assessor for delivery of tax statements.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed for recording as the Protective Covenants, Conditions, and Restrictions for Timber Flats (all phases) this 10th day of NOVEMBER, 2004.


 10 Nov 04
DARREN J. KOSANKE / DATED

 11-10-04
PHYLLIS R. KOSANKE / DATED

STATE OF OREGON, County of Deschutes

The foregoing instrument was acknowledged before me this 10th day of NOVEMBER 2004, by DARREN J. KOSANKE and PHYLLIS R. KOSANKE.




Notary Public for Oregon
My Commission Expires 12/9/2005