



After recording, return to:  
Ronald L. Bryant  
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P O Box 457  
Redmond OR 97756

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
TWO BAR ESTATES**

5 THIS Declaration of Covenants, Conditions and Restrictions for TWO BAR ESTATES, a subdivision in Redmond, Deschutes County, Oregon, made and entered into this 5<sup>th</sup> day of April, 2005 by TWO BAR ESTATES, LLC, an Oregon limited liability company (Declarant).

1. **LAND USE AND BUILDING TYPE:** All lots are restricted to residential use and to single family dwelling (houses). There shall be no more than one (1) detached single family dwelling erected, altered, placed or permitted to remain on any lot.

2. **MINIMUM AREA OF HOUSES:** For all houses to be constructed in this subdivision, the ground floor area of any one-story house, excluding open porches, decks and garage, shall not be less than 1,350 square feet. The ground floor area of any two-story house, excluding open porches, decks and garages, shall not be less than 900 square feet and the total floor area shall not be less than 1,600 square feet. Any house that is destroyed or removed, any replacement house shall meet this standard.

3. **GARAGES:** All dwellings hereafter constructed in this subdivision shall have an attached enclosed garage containing space for not less than two (2) automobiles. Existing dwellings at the time of filing these Covenants, Conditions and Restrictions shall be allowed to construct a detached garage in accordance with the other provisions of these Covenants, Conditions and Restrictions.

4. **DESIGN AND STYLE OF HOUSES, BUILDINGS AND STRUCTURES:** Houses, buildings and structures and improvements or alterations thereto shall be constructed and maintained utilizing high quality materials and workmanship and be of such character, style and design as to be in harmony with surrounding houses and structures and the general area. All houses, buildings or structures erected, constructed or maintained in TWO BAR ESTATES shall comply in all respects with the provisions of this Declaration and all building codes, ordinances and regulations including, but not necessarily limited to, the Uniform Building Code and the applicable codes and ordinances of Redmond, Deschutes County, Oregon and the state of Oregon.

5. **ROOF MATERIALS:** The exterior surfaces of the roofs of all houses or buildings hereafter constructed or re-roofed shall be 25 year architectural composition roofing or better, shingles or similar composite type materials approved at initial construction by Design and Review Committee. All buildings hereafter constructed shall have a roof with a minimum of 5' x 12' pitch,.

6. **EXTERIOR COLORS:** All exterior colors on all buildings are to be in muted earth tone colors. The initial painting of residences and buildings at time of construction shall be approved by Design and Review Committee.

7. **EXTERIOR SIDING MATERIALS:** For all dwellings or other buildings hereafter constructed, the exterior surfaces, except roofs, windows and doors, of all houses shall be wood or concrete composite lap siding, or other material approved at initial construction by the Design and Review Committee. At the time of filing these Covenants, Conditions and Restrictions, any existing dwellings at the time of replacing exterior siding materials shall comply with these Covenants, Conditions and Restrictions.

8. **SETBACKS:** Setback plans must conform to minimum requirements of the City of Redmond, and the placement of residences as it relates to property lines shall be in a manner to protect within reason the view and privacy of the adjacent lots.

9. **BUILDING COMPLETION LIMITATION:** Construction of any dwelling upon any lot shall be completed, including exterior decoration within one (1) year from the date of the start of such construction.

10. **ENCROACHMENT:** Each parcel is to pave or concrete the encroachment area (driveway) between the edge of the street to the front property line to a width of not less than twenty (20) feet. Said paving or concrete to be done at the time a building is completed.

11. **FENCES AND LANDSCAPING:** Fences shall be constructed of cedar wood. No fences, hedges, or barriers located on a building site shall have a height greater than six (6) feet above the finished grade surface on which it is located. Fences must be kept in good repair and presentable condition at all times. Fences shall not go beyond the front of all houses or garages. Landscaping plans shall be approved by the Design and Review Committee. Landscaping plans (front and back) shall be complete and provide for lawn, bark areas, shrubs and trees. Any revisions to the landscaping area must be approved by the Design and Review Committee. All landscaping shall be completed within six (6) months of occupancy or approval by the Design and Review Committee, whichever is first in time.

12. USE OF PROPERTY:

- (a) Each lot owner in the subdivision shall be responsible for the exterior maintenance, repair and landscaping of their property. Maintenance is to be done in accordance with usual community standards for single family residential subdivisions in the area. No owner shall permit the growth of noxious or annoying weeds on their property.
- (b) No boat, motorcycle, motor home, mobile home, camper, trailer or recreational vehicle shall be kept in open, public view in the subdivision. Such vehicles must be stored in a garage or carport in the side or back yard, not extending in front of the house, and screened from the public and the neighbor's view.
- (c) No disabled or dismantled vehicle shall be kept on any street or lot in public view for more than two (2) days. No animals, livestock, horses or poultry of any kind shall be kept on any subdivision lot, however, dogs, cats and other household pets may be kept if in compliance with local controls and if they are not kept for any commercial or breeding purposes.
- (d) All refuse shall be kept in sanitary containers and out of public view and shall not be dumped in the subdivision.
- (e) No trailer, van, bus, camper, truck, tent, garage, barn shack or storage structure located in the subdivision shall be used as a residence, either permanently or temporarily.
- (f) No roof mounted antennas of any kind shall be erected on any dwelling or building.
- (g) No sign of any kind shall be posed on any lot except for one sign advertising the property for sale or rent.
- (h) No lot shall be improved in such a manner that it would interfere with the sunlight for solar equipment on an adjacent dwelling. Any solar collection equipment must be approved by the Design and Review Committee and be screened from public view. Exterior lighting must be controlled so as not to disturb residents of adjacent property.
- (i) All outbuildings and storage sheds must be constructed of the same exterior materials as the main dwelling and meet the requirements of these covenants, conditions and restrictions and the City of Redmond Code.

- (j) Swimming and wading pools may be constructed upon any lot provided set back lines are observed as required by the City of Redmond.
- (k) No business venture of any type shall be conducted on or in any property of the subdivision.

13. **DESIGN AND REVIEW COMMITTEE:** There is hereby formed a Design and Review Committee which shall consist of Developers and said Design and Review Committee shall serve until all lots have residences constructed on them.

Approvals herein required by the Design and Review Committee are solely for the purpose of appearance and compatibility only. The owner is responsible for sound construction and adherence to the State and County codes.

14. **DESIGN CONTROL:** No buildings or fence shall be erected, placed on any of the lots in TWO BAR ESTATES until the building plans, specifications and plot plans showing the location of such buildings have been approved by the Design and Review Committee or its authorized representative for conformity and harmony of external design with the existing structures in the area and to location of the building with respect to property and building setback lines. After completion of the subdivision (19 lots built out), it is up to the homeowners to review and enforce the Covenants, Conditions and Restrictions.

15. **VIOLATION:** In the event there is a violation of these Covenants, Conditions and restrictions, each owner and/or the Design and Review Committee shall have the right to seek conjunctive relief to require the owner to correct the deficiency and comply with the requirements of these Covenants, Conditions and Restrictions. In addition to any injunctive relief, the Design and Review Committee can impose an assessment or fine against the subject property at the rate of \$100 per day beginning thirty (30) days after written notice to the owner. If the owner fails to comply with the requirements within the 30-day period, any assessments imposed under this provision shall be deemed a lien against the property. The Design and Review Committee can also proceed to collect the same in court. If a complaint is filed in court to collect the assessment and/or fine, the prevailing party shall be entitled to recover their reasonable attorney fees.

16. **AMENDMENT OR MODIFICATION OF RESTRICTIONS:** These restrictions may be amended or modified at any time by the affirmative vote of two-thirds (2/3) of the then owners of TWO BAR ESTATES. For this purpose, the recorded owner of each Lot shall be entitled to one (1) vote.

17. **SEVERABILITY:** Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

18. **WAIVER: Benefit of provisions, waiver:** The provisions contained in the declaration shall bind and inure to the benefit of and be enforceable by Declarant, and the owner or owners of any portion of said property and their heirs and assigns, and each of their legal representatives, and failure by Declarant or by any of the property owners or their legal representatives, heirs, successors or assigns to enforce any of such conditions, restrictions or charges herein contained, shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal the day and year set forth above.

TWO BAR ESTATES, LLC, an Oregon  
limited liability company

By Joyce L. Andersen  
Joyce L. Andersen, Member

By Gary Andersen  
Gary Andersen, Member

STATE OF OREGON                    )  
  ) ss.  
COUNTY OF DESCHUTES        )

April 5, 2005

Personally appeared the above named JOYCE L. ANDERSEN and GARY ANDERSEN, members of TWO BAR ESTATES, LLC, an Oregon limited liability company, and acknowledged the foregoing instrument to be their voluntary act and deed.



Jane Dixon  
Notary Public for Oregon