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\$25.00 \$11.00 \$10.00 \$5.00

After recording return to:  
Anthem Equities LLC  
12600 SW 72<sup>nd</sup> Avenue, Suite 200  
Portland, OR 97223

**Declaration of  
Covenants, Conditions and Restrictions  
For Lots 1 – 35 of “Village Pointe”**

51' Anthem Equities, LLC, the undersigned Declarant, being the owners of all lots, tracts and parcels of land situated within the boundaries of that certain subdivision located in the City of Redmond, State of Oregon known as Village Pointe, duly recorded in Plat Book     G    , Page   192   of Plat Records of Deschutes County, make the following declaration of restrictions on the real property described as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35.

AND, WHEREAS, Declarant will convey said property subject to certain protective covenants, conditions, restrictions, reservations, easements, liens and charges for the benefit of said real property and its present and subsequent owners as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the said property is and shall be held, sold and conveyed subject to the following restrictions, conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These covenants, restrictions and conditions shall constitute covenants to run with the land and shall be binding on all persons claiming under them and having or acquiring all right, title or interest in the described property or any part thereof, and his heirs and assigns if an individual, or its successors and assigns, if a partnership or corporation.

**RESTRICTIONS**

The following restrictions shall apply to the occupancy and use of said real property and shall be for the benefit of and limitations upon all present and future owners and authorized users of said property.

1. Applicable to all lots, no residence shall be constructed or maintained on any lot or building site other than one single family dwelling, not to exceed two stores in height, together with an attached garage for not less than two cars. No single story residence shall have a total floor space of less than 1,000 square feet, exclusive of garages, carports, open porch space and non-daylight basements. Residences having two stores above finished grade level shall have not less than 1,400 total square feet, exclusive of garages, carports, open porch space and non-daylight basements.
2. 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 outbuilding shall be used for residential purposes on any lot, either temporarily or permanently.

Recorded by Western Title as an accommodation only. No liability accepted for condition of title or validity, sufficiency or affect of document. 12-0057502B

3. Construction of the dwelling shall be substantially completed with six (6) months after being started. No dwelling shall be occupied prior to completion. Front landscaping to be substantially completed within 30 days of occupancy, or soon thereafter as weather shall permit. All side and rear yard landscaping shall be substantially completed within six (6) months of occupancy.
4. No heavy equipment, such as dump trucks or backhoes shall remain parked on streets within Village Pointe on Saturdays and Sundays during house construction unless work is actually being performed on those particular days. Materials shall not be stockpiled in the streets. In addition, streets shall be left in a clean condition on Saturdays and Sundays. The Intent of this provision is to maintain the appearance of Village Pointe for potential house buyers on Saturdays and Sundays.
5. No signs shall be displayed to public view on any lot, except as follows: (a) one sign not larger than five (5) square feet advertising the property for sale or rent; and (b) builder's sign during the construction and initial sales period.
6. No animals, including poultry, shall be raised or kept on any lot, except dogs, cats, or other household pets, provided that they are not raised or kept for commercial purposes and are not permitted to cause damage.
7. No lot shall be used as a dumping ground for garbage, brush, weeds, rubbish or other waste. All garbage or other waste shall be kept in sanitary containers, or other equipment for the storage or disposal of such material and shall be maintained in a clean and sanitary condition.
8. No fence, wall or hedge shall be erected, cultivated or maintained which create a traffic hazard because of obstruction of visibility. All fences shall be six feet in height, constructed with pressure treated posts and/or metal posts, pressure treated rails and cedar fence boards, any other material must be approved by a majority vote of the property owners. It is encouraged that all interior fencing is constructed as a "good neighbor" fence and perimeter fencing constructed as solid boards on the lot side of the fence rails. No chain link or cyclone fencing is allowed. Fences are intended for the purpose of enclosing rear and side yards, no fencing shall be constructed beyond the front corners of the house or garage. Boundary fences, walls or hedges must be kept in good condition and repair. Any fencing installed by a property owner shall be in accordance with the City of Redmond ordinances.
9. Roofing materials shall be a minimum of a composition roof with a 25 year limited warranty. All homes may be single wall construction as minimum standard and masonry, stone and/or lap-type siding on the exterior front elevation is an option, T1-11 or other plywood is an allowed material to be used on any of the home's elevations.
10. Each lot shall, at all times, be provided with a paved off street parking space not less than twenty (20) feet in length from the front property line to the garage entrance.

11. No outdoor wire or service drop for the distribution of electric energy or for telecommunications purposes, nor any pole, tower, or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within said property. All their heirs, successors and assigns shall use underground service wired to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.
12. Parking of boats, trailers, motorcycles, trucks, truck-campers, and the like equipment shall not be allowed on any part of the property nor on public streets adjacent thereto for more than forty eight (48) hours. On-site storage of the above shall be maintained within the confines of the enclosed garage or behind the front setback of the residence, or if a corner lot behind the front and side setbacks, and to be screened by a six foot high fence. Any vehicle in disrepair, sitting on blocks, or otherwise appearing inoperable shall not be allowed for aggregate period in excess of three (3) days. No commercial vehicle with a gross weight of more than 8,000 pounds may be parked over night on any streets within Village Pointe and/or in violation of the City of Redmond ordinances.
13. Easements for access, utilities and storm water drainage are reserved on the face of the recorded plat. Within these easement areas, no vehicle, structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of storm water drainage channels in the easement areas, or which may obstruct or retard the flow of water through storm water drainage channels or pipes in the easement areas.

## **AMENDMENTS**

This declaration may be amended unilaterally at any time and from time to time by declarant so long as declarant owns any lot for development and/or sale. This declaration may also be amended upon the affirmative vote or written consent, or any written combination thereof, of the owner's of at least 75% of the lot owners and the consent of the declarant (so long as the declarant owns any Lot for development and/or sale). Amendments to this declaration shall become effective upon recordation, unless a later effective date is specified therein.

## **ENFORCEMENT**

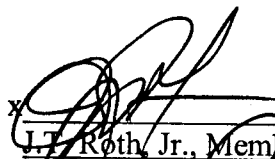
1. Each owner shall comply with this declaration.
2. Any property owner shall take prompt action against any violator to enforce provisions of this declaration. In doing so, the owner may exercise one or more of the remedies that are currently specified in this declaration as well as any other remedies that may be available at law and equity, including: enjoin, abate, or remedy any such thing or condition including removal or alteration of construction by appropriate legal proceeding.

3. The property owners or owner may bring an action to obtain a money judgment against an owner for damage or expenses for the owner's breach or noncompliance with the provision of this declaration.
4. In the event of any suit or action for non-compliance and/or property owner's efforts to enforce any provision of this declaration the prevailing party shall be entitled to recovery of all reasonable attorney fees and costs, including those incurred at trial or on appeal.

### GENERAL PROVISIONS

1. Failure by any property owners or by any owner to enforce any Covenant or Restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.
2. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
3. Neither declarant no declarant successors or assigns shall be liable to any other person for its enforcement or failure to enforce any provision of the declaration. Each owner and occupant, by acquiring such owners or such occupants interest in the real property, agrees not to bring any action or suit against declarant or any successors or assigns of declarant to recover any such damages or to seek any other relief (including equitable relief) by reason of any such enforcement or failure to enforce any provision of this declaration.

Declarant: Anthem Equities, LLC

x  3-2-04  
J.T. Roth, Jr., Member Date

x  3/2/04  
Steven A. Brown, Member Date

State of Oregon  
County of Deschutes

On this 2 day of MARCH, <sup>2004</sup>~~2002~~, before me, the undersigned Notary Public in and for the State of Oregon, personally appeared IT ROTH JR and STEVEN A BROWN acknowledging to me that the said instrument is their free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated they are authorized to execute the said instruments.



A handwritten signature in black ink, appearing to be "VB", written over a horizontal line.

Notary Public for Oregon

My Commission Expires: 10-15-04

State of Oregon  
County of Deschutes

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned Notary Public in and for the State of Oregon, personally appeared \_\_\_\_\_ acknowledging to me that the said instrument is their free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated they are authorized to execute the said instruments.

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_