

DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
BRADETICH PARK
91-30635

These Covenants, Conditions and Restrictions are made this 31st day of August, 1990, by CLYDE W. PURCELL, hereinafter referred to as "Declarant", as owner of the real property in the subdivision known as Bradetich Park, Deschutes County, State of Oregon.

The property described as Bradetich Park is hereby subject to these Covenants, Conditions and Restrictions and will be know as Bradetich Park.

Bradetich Park is being developed as a residential community. Except where this Declaration for Bradetich Park conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all subject to this Declaration and their successors in interest as set forth herein. In the event any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard or requirement set by an applicable zoning ordinance of the City of Bend, the more restrictive standard or requirement of the applicable City of Bend ordinance shall apply.

Section 1. DEFINITIONS

1.1 Bradetich Park: The term "Bradetich Park" shall mean all of the real property now or hereafter made subject to this Declaration.

1.2 Declarant: The term "Declarant" shall mean Clyde W. Purcell, or his successors in interest.

1.3 Block: The term "block" shall mean those areas designated as blocks on subdivision or partition maps according to the records of Deschutes County.

1.4 Lot: The term "lot" shall mean each lot described on a subdivision plat or partition map or any alteration thereof as may be made by a valid lot line adjustment.

1.5 Declaration: The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Bradetich Park.

1.6 Homesite: The term "homesite" shall mean a lot as defined herein.

1.7 Owner: The term "Owner" shall mean and refer to either all holders of fee title to any lot, or any other person or persons entitled to possession of the lot pursuant to a contract or lease.

1.8 Improvements: The term "improvements" shall include, but not be limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining walls and stairs, decks, hedges, windbreaks, planting, planted trees and shrubs, signs storage areas and all other structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface.

1.9 Streets: The term "streets" shall mean any street, highway or other thoroughfare within or adjacent to Bradetich Park and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.

Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRADETICH PARK

2.1 General Declaration Creating Bradetich Park: Declarant hereby declares that all of the real property located in Bradetich Park, Deschutes County, Oregon, is and shall be hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said Restrictions are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions and Restrictions of Bradetich Park run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant and all owners and their successors in interest as set forth in this Declaration.

Section 3. ARCHITECTURAL CONTROLS

3.1 Approval Required: No improvement, as defined in Section 1.8 above, shall be erected, placed, altered, maintained, or permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by Declarant. All approvals shall be in conformance with the building site established on each lot by the Declarant.

3.2 Procedure: Any owner proposing to construct any improvements within Bradetich Park (including any exterior alteration, addition, destructions, or modification to any such improvements) shall follow the procedures and shall be subject to the approvals required by paragraphs 3.3 through 3.7 below. Failure to follow such procedures or obtain such approvals as required by paragraphs 3.3 through 3.7 below shall be deemed a breach of this Declaration.

3.3 Required Documents: Any owner proposing to utilize, improve, or develop real property within Bradetich Park shall submit the following items for review:

(a) A prepared site plan showing the location, size, configuration and layout of any building, structure, or improvement (or, where applicable, any alteration, addition, modification, or destruction thereto) including appurtenant facilities for parking, storage, fences, and vehicular and pedestrian traffic and circulation.

(b) Architectural plans and drawings showing the nature, style, and dimensions of any building, structure, fence, wall, barrier or deck (or, where applicable, any alteration, addition, modification or destruction thereof), including the exterior material types, colors and appearance. The scale of plans shall be one inch = 20 feet or larger.

(c) A landscape plan professional in appearance showing the nature, type, size, location and layout of all landscaping, vegetation ground cover, landscape and site lighting, walks, major existing vegetation and irrigation systems proposed to be planted or installed (or, where applicable, removed or destroyed).

3.4 Review: All plans and drawings identified in paragraph 3.3 above, shall be submitted to Declarant for review prior to the performance of any proposed work. Within 30 days following receipt of such plans and drawings,

Declarant shall review the plans and shall inform the owner in writing whether the plans conform to the development concept for Bradetich Park. In the event the owner is not notified as to the conformity of the plans within the 30 day review period, the plans are conclusively presumed to be approved as submitted. In the event any of the plans do not conform to the Bradetich Park development concept, the owner shall resubmit those non-conforming portions of the plans for review in accordance with the procedures outlined in paragraph 3.3 above, and this paragraph. No work may be performed relating to any improvement unless and until all aspects of all plans required under paragraph 3.3 above have been approved by Declarant. Any site plans, construction plans or similar plans and drawings submitted to Deschutes County in connection with the construction of any improvement in Bradetich Park must bear the prior written approval of Declarant.

3.5 Architectural Guidelines: The development concept for Bradetich Park shall be determined by Declarant in accordance with applicable statutes, ordinances, regulations, zoning and other governmental land use controls. Architectural guideline setting forth various aspects of the development concept, in addition to this Declaration, may be published from time to time by Declarant, but Declarant shall not be required to do so. Declarant shall have the right to alter, rescind or amend any published guidelines without prior notice to any party; provided, however, that once approval has been given pursuant to paragraph 3.4 above, work may proceed in accordance with the approved plans and drawings notwithstanding any changes in the development concept. All such guidelines shall be in general conformity with this Declaration.

3.6 Inspection: All work related to any building, structure or improvement or any landscaping, vegetation, ground cover or other improvements within Bradetich Park shall be performed in strict conformity with the plans and drawings approved under paragraph 3.4 above. Declarant shall have the right to inspect any such work to determine its conformity with the approved plans and drawings, and reserves the right to order a stop to all work, if, in good faith, it believes that any such work is non-conforming. In the event that it is determined in good faith by Declarant that certain work is non-conforming, a stop work notice may be issued, without necessity of court order, which shall require the owner to correct all non-conforming, work specified in the notice before the remainder of the proposed work may be

completed. Continued work without correction of any such non-conforming items shall be deemed a breach of this Declaration. The Declarant or officer, director, employee, agent or servant of Declarant shall not be responsible for any damages, loss, delay, cost or legal expense occasioned through a stop work notice given in good faith even if it is ultimately determined that such work was in conformity with the approved plans and drawings.

3.7 Waiver: Any condition or provision of paragraphs 3.2 through 3.6 above, may be waived by Declarant in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for Bradetich Park. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedures and approvals specified under paragraphs 3.2 through 3.6. The granting of a waiver as to one owner shall not automatically entitle any other owner to the waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representative of Declarant and delivered by certified mail to the party claiming the benefit of such waiver.

Section 4. RESTRICTIONS ON USE OF PROPERTY

4.1 Occupancy: No owner shall occupy, use or permit his lot or any part thereof to be used for any purpose other than a private residence for the owner, his family, or his guests, except that each owner shall be permitted to rent the unit when he is not in occupancy. No building shall be erected, placed or permitted to remain on any lot (with the exception of Lots 12 and 11, Block 1 and Lot 1, Block 3, which are the storage yard for the Developer until these lots are sold, then they will be subject to all requirements herein as all other lots are) other than one detached single family dwellings not to exceed two stories in height and a private garage for not less than two cars.

4.2 Improvements: Each lot within Bradetich Park shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard.

4.3 Appearance: All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus, and other service facilities located on the lot shall be screened from view in a manner approved by

Declarant.

4.4 Construction and Alteration: Nothing shall be altered or constructed in or removed from or placed on a lot except with the prior written consent of Declarant.

4.5 Offensive or Commercial Activity: No offensive or commercial activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the other owners.

4.6 Signs: No sign of any kind shall be displayed to public view on or from any lot without the Declarant's prior written consent, provided, however, that an owner may display not more than one (1) "for sale" sign per lot which has a maximum area not to exceed 600 square inches, the longest dimension being not greater than 25 inches placed not closer than ten feet from front property line.

4.7 Exterior Lighting or Noise Making Device: No exterior lighting or noise making device shall be placed on a lot or any portion thereof without the Declarant's prior written consent.

4.8 Antennas: No television antenna, radio antenna, or other receiving device shall be placed on any lot without the Declarant's prior written consent. Satellite antenna shall be screened from view of adjoining lots by vegetation or other appropriate screening.

4.9 Limitation on Transfer: No owner shall transfer either by conveyance, contract of sale or lease any interest in his lot which would result in ownership of such lot being held by more than ten persons.

4.10 Mobile Homes: No manufactured or modular homes, no house trailer, mobile home, tent, shack, barn or other similar outbuilding or structure, whether permanent or temporary, shall be erected or placed on any lot.

4.11 Single Family Residences: No more than one single family residence shall be erected or placed on any lot.

4.12 Utilities: No above-ground utilities, pipes or wires shall be used to connect improvements with supplying facilities.

4.13 View: The height of improvements or vegetation

and trees on a lot shall not materially restrict the view of other lot owners. The Declarant shall be the sole judge of the suitability of such heights. If the Declarant determines there is such restriction in the view of the other lot owners, written notice shall be delivered to the offending lot owner. If after 30 days the improvement, vegetation or trees are not removed or reduced in height as directed by the Declarant, the Declarant shall enter the offending lot, complete the removal or reduction, charging the owner of the lot the reasonable costs for the work done. This section is not to be read as justification to create views not present when the lot was originally purchased.

4.14 Parking: A minimum of two enclosed garage parking places and two exterior open guest parking places must be provided for each lot and must meet the standards set by the Declarant. No extended parking on any street shall be allowed by any house trailer, boat trailer, camper or incapacitated motor vehicle. Camping trailers, trucks, motorhomes, campers, boats, cars under repair and boat trailers may not be parked or placed on any lot for any extended period over three days outside of an enclosed garage.

4.15 Dwelling Quality and Square Footage Minimum: No dwelling shall be permitted on a lot less than 1,400 square feet, it being the intention and purpose of the covenant to assure that all dwellings shall be of quality workmanship and materials, substantially the same or better than that which is produced on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,400 square feet for a dwelling. Single story dwellings are required for Lot 1, Block 1, Lot 1, Block 2 and Lot 5, Block 7. Nothing over 24 feet in height will be acceptable.

4.16 Open Burning: No open burning of any type shall be allowed.

4.17 Building Location as follows:

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. Each lot will have a center of building location which may be moved only with the

Architectural Control Committee's approval or on the requirement of the Sanitation Department.

(b) No building shall be located nearer than 30 feet to an interior lot line. No dwelling shall be located on any interior lot line nearer than 50 feet to the rear lot line.

(c) For the purpose of this Covenant, caves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

4.18 Lot Area and Width: No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.

4.19 Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no 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 drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement are of each lot and all improvements in it shall be maintained continuously by the owner of the lot except of those improvements for which a public authority or utility company is responsible.

4.20 Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall not be left in any of the streets within the subdivision or in the front yard of any lot within the subdivision any clutter, derbis or unsightly activity such as vehicles in a state of disrepair, trailers, etc. All lots shall be landscaped and maintained to the standards of the subdivision. No lot is to be in any condition that will detract from the property value or that of the surrounding property. No landscape will be allowed which will obstruct the views of the other lots.

4.21 Temporary Structures: No structure of a

temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

4.22 Oil and Mining Operation: No oil drilling, oil development operations, 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 used in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

4.23 Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

4.24 Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the disposal of such material shall be kept in a clean and sanitary condition. The storage of sanitary containers shall be obscured from view from all front and side yards.

4.25 Water Supply: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirement, standards and recommendations of Deschutes County Health Department. Approval of such system as installed shall be obtained from such authority.

Section 5. DETERMINATION OF DECLARANT'S ROLE

5.1 Declarant's Control: At such time as the Declarant shall no longer desire to exercise the architectural, landscaping, signing and lighting controls over any lots within Bradetich Park, Declarant shall cause to be recorded in the official records of Deschutes County, Oregon a declaration stating that Declarant no longer desires to exercise any further controls over development in Bradetich Park. Recordation of such a declaration shall formally terminate Declarant's interest and all rights of architectural landscaping, signing and lighting controls, as well as any other duties of Declarant under this declaration.

5.2 Formation of BPARC is as follows:

(a) Upon formal termination of Declarant's control, Declarant shall form an Oregon non-profit organization called the Bradetich Park Architectural Review Committee (BPARC). The BPARC shall be governed by a five person board of directors. BPARC shall succeed to all powers, responsibilities, and rights of Declarant under this declaration with respect to the exercise of architectural, landscaping, signing and lighting controls.

(b) Within 30 days after the commencement date of BPARC, the initial board of directors shall be elected. Persons eligible for the initial BPARC shall be limited to owners of any lot within Bradetich Park. Declarant shall solicit from and circulate to all lot owners a list of nominees for the initial board of directors positions within the 30 day BPARC organizational period. Declarant shall then conduct an election of the initial board of directors. The five nominees obtaining the five highest vote totals shall constitute the initial board of directors.

(c) The total number of votes entitled to be cast for each director's position shall be based upon the total number of lots within Bradetich Park. Each lot owner shall have the right to cast one vote for each lot owned. The initial board of directors shall meet within ten days after their election and may at that time adopt any governing documents including by-laws, guidelines, procedures, rules and regulations, relating to the architectural, landscaping, signing and lighting controls within Bradetich Park.

5.3 Failure to Organize: In the event Declarant is unsuccessful in organizing the board of directors of BPARC within the thirty day organizational period specified above, Declarant shall have no further responsibilities relating to BPARC and the BPARC board of directors shall be organized exclusively by the owners of lots within Bradetich Park. Such failure of organization of the BPARC board of directors shall not affect the existence of BPARC or the effectiveness of this Declaration.

Section 6. DURATION AND AMENDMENT OF THIS DECLARATION

6.1 Duration: The Covenants, Conditions and Restrictions of Bradetich Park shall continue to remain in full force and effect at all times within respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and

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repeal as provided for herein) for a period of thirty years from the date this Declaration is recorded. However, unless within one year from the date of said termination, there shall be recorded an instrument directing the termination of this Declaration signed by owners of not less than two-thirds of the lots then subject to this Declaration, this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten years and thereafter for successive periods of ten years unless within one year prior to the expiration of such period the Covenants, Conditions and Restrictions for Bradetich Park are terminated as set forth above in this section.

6.2 Amendment: This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property of any part thereof with a written consent of the owners of two-thirds (2/3rds) of the lots subject to these Restrictions, provided, that the provisions of Article 4 hereof shall inure to the benefit of and be enforceable solely by Declarant, shall be capable of being amended by Declarant without the consent of any other owner, person or entity and shall not give any third party any right or cause of action on account of the terms of this Declaration, and further provided that no amendment which enlarges or diminishes the powers and responsibilities of the Declarant shall be effective without the written consent of the Declarant.

6.3 Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

Section 7. ENFORCEMENT

7.1 This Declaration shall be specifically enforceable by Declarant or by any owner of any lot in Bradetich Park. Any breach of this Declaration shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal or the enjoining of any offending improvement or condition.

7.2 In the event that legal suit or legal action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as

adjudged by the trial or appellate court.

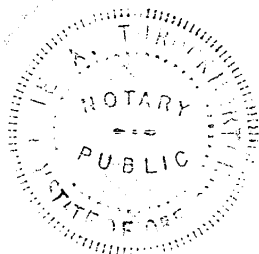
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Section 8. EFFECT OF DECLARATION

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in Bradetich Park and shall bind, benefit and burden each lot in Bradetich Park, including any additions thereto. The terms of this Declaration shall inure to the benefit and shall bind Declarant, all successors and assigns of Declarant and all owners of any lot in Bradetich Park, their successors, assigns, heirs, administrators, executors, mortgagers, lessees, inviters or any other party claiming or deriving any right, title, or interest or use in or to any real property in Bradetich Park. The use restrictions and regulations set forth in Section 4 and Section 5 of this Declaration shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as Bradetich Park and their successors in interest as set forth in this Declaration, including any person who holds such interests as security for the payment of an obligation including any mortgager or other security holder in actual possession of any lot by foreclosure or otherwise and any other person taking title from such security holder.


CLYDE W. PURCELL

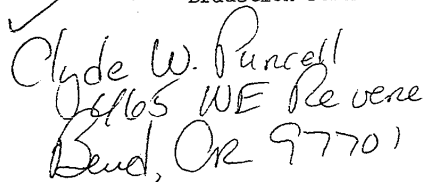
STATE OF OREGON, County of Deschutes, ss:
The foregoing instrument was acknowledged before me this
31st day of August, 1990, by CLYDE W. PURCELL.




Notary Public for Oregon

My Commission Expires 1-2-93

Bradetich Park CC and R Page -12-

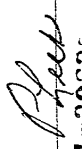

Clyde W. Purcell
6465 WE Revere
Bend, OR 97701

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:

91 OCT 16 PM 12:43

MARY SUE PENHOLLOW
COUNTY CLERK

BY:  DEPUTY
NO. 91-30635 FEE 60-
DESCHUTES COUNTY OFFICIAL RECORDS