

DECLARATION OF RESTRICTIONS

In

WILDWOOD PARK

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, BEND GOLF CLUB, INC., an Oregon corporation, as owner of the following-described real estate, and JACK BUCK REALTY COMPANY, an Oregon corporation, as contract purchaser, to wit:

All lots in the proposed plat of WILDWOOD PARK

do hereby declare that said land, and the whole thereof, shall be subject to the following protective covenants, conditions and restrictions which shall run with the land and be for the benefit thereof, to wit:

1. This property shall be used exclusively for residential purposes.
2. No lot shall ever be divided into more than one tract.
3. No dwelling shall be erected or placed on any lot having a width of less than 100 feet.
4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the proposed plat.
5. No structure of a temporary character, trailer, basement, partly finished house, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. All structures, additions or alterations shall be completed in not less than six months from the starting date. Open carports shall not be used for storage other than that enclosed by walls of the structure.
6. 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.
7. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one-third square foot, one sign of not more than five square feet advertising the property for sale or rent, both of which must be not less than 20 feet from the property line. Signs used by a builder to advertise the property during the construction and a sales period are not restricted.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that one dog, one cat or other household pet may be kept, provided that they are not kept, bred or maintained for any commercial purpose and do not create objectional noise or odor.

9. No lot shall be used or maintained as a parking place for trucks, trailers, equipment and material, except during construction, or used as a dumping ground for rubbish or used as a parking place for automobiles not in regular family use. Trash, garbage or other waste shall not be kept except in sanitary containers, all incinerators or other equipment for the storage of or disposal of such material shall be kept in a clean and sanitary condition. Storage of any kind of goods, chattels, merchandise or material shall be out of sight of adjoining lots and streets.

10. No fence, wall, hedge or shrub shall obstruct the line of vision between two feet and seven feet vertical nearer than 15 feet to the street property line, except a young tree not sufficiently tall to trim. Foliage on other trees and shrubs shall be trimmed not less than sight lines.

11. The habitable floor area of the main structure, exclusive of one-story open porches and garages shall not be less than 700 square feet for a single family unit or 600 square feet for one unit of any multiple unit.

12. No building shall be located on any lot nearer than 15 feet to the front line of lot, except corner lots which will have a minimum setback of 15 feet. No building shall be located nearer than five feet to an interior lot line, except when there is more than 10 feet between buildings, and except a garage which shall be not less than three feet. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line, except when one side yard exceeds 15 feet, and except odd shaped lots which shall be measured from the deepest point. No improvement shall be located nearer than 10 feet on either side of the center line of the Arnold ditches as shown on the plat. For the purpose of this covenant, eaves, steps and open porches shall not be considered 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.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of recording of these covenants, after which time said covenants shall be automatically extended for successive periods of 10 years unless, during the first 25-year period or successive 10-year periods an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants with rights to restrain violation or to recover damages, or both.

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Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

It is further stated that the undersigned have the right, title and interest to make the above conditions and restrictions.

BEND GOLF CLUB, INC., an Oregon corporation

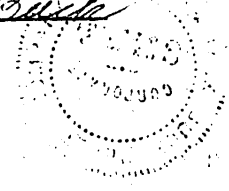
By *M. McQuinn*
President

By *Ann Darrow*
Secretary

JACK BUCK REALTY COMPANY, an Oregon corporation

By *Jack Buck*
President

By *Clara Ruth Burke*
Secretary



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