

## AMENDED 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 DON A. DYER and DOROTHY DYER, husband and wife, as contract purchasers, to wit:

All lots in the 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 building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling and a private garage; except that, as a part of the general development scheme, the following types of multiple unit buildings may be erected, altered, placed or be permitted to remain on the designated lots:

Duplex - Lots 1 and 16 of Block I  
Lot 1 of Block III  
Lots 4 and 5 of Block III

Four-plex - Lot 22 of Block III,  
Lots 17 and 18 of Block I

Other Multiple Units - Lot 19 of Block I,  
Lots 2 and 3 of Block III

In each category lesser units are permissible.

3. No building or other permanent structure shall be erected, altered or placed on any lot in said subdivision until building plans, specifications and plot plan showing the location of structures on the lot have been submitted to and approved in writing as to quality of workmanship and materials, harmony of external design with existing structures, location with respect to topography and finish grade elevation, and as not interfering with the reasonable enjoyment of any other lot, by Don Dyer Development. Upon failure by Don Dyer Development or its designated representative to approve or disapprove plans and specifications for a new structure within 30 days after the same has been properly presented, approval thereof will be deemed to have been made, provided the proposed construction complies with all the provisions otherwise of this declaration. Don Dyer Development shall not receive any compensation or make any charge for its services under this provision.

4. No lot shall ever be divided into more than one tract.

5. No dwelling shall be erected or placed on any lot having a width of less than 100 feet.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the proposed plat.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. The habitable floor area of the main structure, exclusive of one-story open porches and garages shall not be less than 1,000 square feet for a single family unit or 600 square feet for one unit of any multiple unit.
14. 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 not be 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.

The owner of each lot shall be responsible for one-fiftieth of the cost of repair and maintenance of the main water lines in the subdivision which shall include only those lines conducting water to the general subdivision which are within the boundaries of the subdivision and shall not include lines which extend from the main line to serve individual lots. This provision shall not pertain to the cost of initial installation and construction of the main lines. Prior to the computation of these costs, amounts realized from other persons utilizing the line beyond the boundaries of the subdivision shall be credited. This covenant shall run with the land and shall be binding on all parties and all persons claiming under them perpetually or until the obligation for cost and maintenance is assumed by some governmental subdivision, district or third person.

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.

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.

The undersigned, in the execution of the amended declaration of restrictions in Wildwood Park as set forth above are amending the declaration of restrictions previously recorded September 1, 1965, in Volume 145 at page 176 of the Record of Deeds in Deschutes County, Oregon, and the undersigned further state that no other person, entity or corporation has any right, title or interest in and to said plat of Wildwood Park or any part thereof and that the undersigned have all the right, title and interest in and to said plat and the right to make such amended conditions and restrictions.

BEND GOLF CLUB, INC.

By [Signature]  
President

By [Signature]  
Secretary

[Signature]  
Henry K. Fast

[Signature]  
Bertha K. Fast

[Signature]  
Joseph O. Iverson

[Signature]  
Don A. Dyer

[Signature]  
Dorothy Dyer

JACK BUCK REALTY COMPANY

By [Signature]  
President

By [Signature]  
Secretary

[Signature]  
James E. Fletcher

[Signature]  
Margaret E. Fletcher

STATE OF OREGON )  
County of Deschutes ) ss

January 24, 1966

Personally appeared L. J. Standiford, who, being sworn, stated that he is the president, and R. H. McFarland, who, being sworn, stated that he is the secretary, of Bend Golf Club, Inc., an Oregon corporation, and the seal affixed hereto is its seal and that this instrument was voluntarily signed and sealed in behalf of said corporation by authority of its board of directors. Before me:

Madeline R. Newman  
Notary Public for Oregon  
My commission expires: Feb. 10, 1967

STATE OF OREGON )  
County of Deschutes ) ss

January 24, 1966

Personally appeared the above-named Don A. Dyer and Dorothy Dyer, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Madeline R. Newman  
Notary Public for Oregon  
My commission expires: Feb. 10, 1967

STATE OF OREGON )  
Riverfront ) ss  
County of ~~Deschutes~~ )

February 18, 1966

Personally appeared the above-named Henry K. Fast and Bertha K. Fast, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

JUNE MILLER  
Notary Public for Oregon - California  
My Commission Expires Sept. 27, 1969  
My commission expires:

STATE OF OREGON )  
County of \_\_\_\_\_ ) ss

\_\_\_\_\_, 1966

Personally appeared Jack K. Buck, who, being sworn, stated that he is the president, and Clara Ruth Buck, who, being sworn, stated that he is the secretary, of Jack Buck Realty Company, an Oregon corporation, and that the seal affixed hereto is its seal and that this instrument was voluntarily signed and sealed in behalf of said corporation by authority of its board of directors. Before me:

Robert S. Hallock  
Notary Public for Oregon  
My commission expires: March 2, 1969

STATE OF OREGON )  
County of Deschutes ) ss

Feb. 22 ~~Mar 31~~, 1966

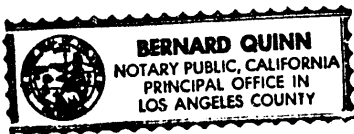
Personally appeared the above-named Joseph O. Iverson and acknowledged the foregoing instrument to be his voluntary act. Before me:

Joseph M. Mercuriano  
Notary Public for Oregon  
My commission expires: 1-9-68

CALIFORNIA  
STATE OF OREGON )  
Los Angeles ) ss.  
County of Deschutes )

February 6th, 1966

Personally appeared the above-named James E. Fletcher and Margaret E. Fletcher, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:



Bernard Quinn  
Notary Public for Oregon California  
My commission expires:

BERNARD QUINN  
My Commission Expires November 4, 1968

6595

No. 6595  
I hereby certify that the within instrument  
of writing was received for Record  
the 28<sup>th</sup> day of February  
A. D. 1966 at 10:53 o'clock A. M.  
and recorded in Book 147  
on pages 370 Record

Deane  
County Clerk

INDEXED