

AFTER RECORDING RETURN TO:

✓ Mike Hoover
Century 21 High Crest Realtors
61510 S Highway 97
Bend, OR 97702

94-42122

355 - 2468

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

HAMPTON PARK SUBDIVISION

HAMPTON PARK SUBDIVISION, a General Partnership, (Declarant) is the sole owner of real property described on Exhibit A. The property is platted as Hampton Park Subdivision, Bend, Deschutes County, Oregon. Hampton Park Subdivision and the property described in Exhibit A shall be subject to these Covenants, Conditions and Restrictions from the date of recording. Except where the Covenants, Conditions and Restrictions conflict with any applicable government regulations, these Covenants, Conditions and Restrictions shall be binding upon all owners of property described in Exhibit A and their successors in interest. In the event of any conflict of these Covenants, Conditions and Restrictions with more restrictive requirements or standards set forth in any applicable zoning ordinance of the City of Bend or Deschutes County, the more restrictive standard of requirement shall apply.

1. PROPERTY SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAMPTON PARK SUBDIVISION

1.1 All of the real property described in Exhibit A and platted as Hampton Park Subdivision in Deschutes County, Oregon is subject to this declaration. The Covenants, Conditions and Restrictions are established for the purpose of protecting the desirability and attractiveness of the real property. The Covenants, Conditions and Restrictions shall run with the land. The Covenants, Conditions and Restrictions shall be binding upon and inure to the benefit of Declarant and all owners and their successors.

NOT TO INCLUDE LOT 13

2. ARCHITECTURAL STANDARDS

2.1 Architectural Guidelines. The architectural standards are established to protect and preserve the value of the property and the quality of life in the subdivision. The Architectural guidelines shall apply to all structures in the subdivision. Only residential structures, including private garage, may be constructed upon the property.

2.1.1 Residence Size. No structure will exceed two stories in height.

2.1.2 Manufactured Homes, Campers, Mobile Homes, and Trailers. No manufactured dwellings as defined by the Oregon Revised Statutes shall be allowed.

2.1.3 Size. All residences shall contain a minimum of 1,500 square feet of living space, exclusive of garage.

2.1.4 Roofs. All roofs shall be composed of Arc 80, 30 year roofing, cedar shakes or shingles, Masonite shakes, metal or tile.

2.1.5 Exterior Walls and Trim. All exterior walls and trim shall be wood, vinyl or composite equal or better than used by the original developer.

2.1.6 Masonry. Exterior masonry shall be limited to local stone or brick.

2.1.7 Building Height. No building shall be erected over two stories in height measured from the natural contour of the ground.

2.1.8 Lighting. Exterior lighting shall be of a type and style to eliminate glare and annoyance to owners of lots in the subdivision.

2.1.9 Driveways. All driveways shall be concrete, concrete pavers or asphalt.

2.1.10 Single-Family Dwelling. Only single-family dwellings shall be allowed.

2.1.11 Fences. Only fences of the same style as constructed by the developer according to specifications available shall be permitted. No fences shall exceed six feet in height.

2.1.12 Antennas. TV and short wave radio antennas shall not be permitted. Eighteen inch satellite dishes are permitted.

2.1.13 Utilities. No above-ground utilities, pipes, or wires shall be used to connect improvements with supply facilities.

2.1.14 Water and Sewer Supply. Individual water supply system or sewage disposal system shall not be permitted on any lot.

2.1.15 Appearance. All garbage, trash, cuttings, refuse, or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view.

2.1.16 Existing Trees. All live, existing trees shall be left standing, except for those absolutely necessary to remove for construction of the dwelling, garage and yard.

2.1.17 Exterior Paint. Exterior paint colors shall be compatible with the surrounding area. Compatible colors are earth tones, colors originally used by the developer or other complimentary colors as approved by 51% or more of the current homeowners in writing.

2.2 Prohibited Uses. The following uses are prohibited:

2.2.1 Parking or storage of trailers, trucks, campers, boats, boat trailers, snowmobiles, off-road vehicles or recreational vehicles. The above may be stored on site provided they are garaged or screened. Any screened vehicles shall be located in the rear of the lot. Parking includes on-street.

2.2.2 Burning trash, cuttings, or other items with the exception of barbecue fires.

2.2.3 Raising domestic animals of any kind. A reasonable number of household pets, not raised for commercial purposes and not a nuisance to other owners are allowed. All pets shall be kept under control at all times and not allowed to roam free.

2.2.4 Temporary structures, basement, tents, shacks, garages, barns, or other outbuilding shall not be used on any parcel at any time as a residence either temporarily or permanently. However, builders may have a temporary job shack during construction of a home, provided the shack is removed within 20 days of completion of the residence.

2.2.5 Commercial Activities. No commercial activity shall be conducted upon any lot.

3. MAINTENANCE AND COMPLETION

3.1 All lots shall be maintained in the following manner:

3.1.1 All lots shall be landscaped in the front yard within six (6) months after the exterior of the building is completed.

3.1.2 All construction must be completed within nine (9) months of the commencement of construction. The structure is complete when an occupancy permit is issued.

3.1.3 Each lot shall be maintained in a clean and attractive manner and in good repair so as not to be an eyesore or fire hazard.

3.1.4 No firearm, crossbow, bow and arrow, nor air gun shall be used within the subdivision.

4. GENERAL PROVISIONS

4.1 Term. These covenants shall run with the land and shall be binding on all land, parties and all persons for a period of ten (10) years from the date these covenants are recorded. After ten (10) years the covenants shall be automatically extended for successive period of five

(5) years. However, at any time after ten (10) years an instrument signed by a majority of the then owners of the lots and recorded, may modify the covenants in whole or in part.

4.2 Enforcement. The owner of any lot in Hampton Park Subdivision may specifically enforce this declaration. Any breach of these Covenants, Conditions and Restrictions shall subject the breaching party to any known legal remedies including damages for the destruction, and removal of any improvement or condition that violates these Covenants, Conditions and Restrictions.

4.3 Severability. 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.

4.4 Nonwaiver. Failure by any owner to enforce these Covenants, Conditions and Restrictions, shall not be deemed a waiver of a right to withhold approval until five (5) years from the date of the act.

4.5 Attorney Fees. In the event action is instituted to enforce any term of this agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of an appeal, as set by the appellate courts.

4.6 Amendments. Upon the subdivision being 90% built, a vote of 51% of the owners of the subdivision can adopt, amend or appeal any or all of the above Covenants, Conditions and Restrictions.

In witness whereof, the owner and developer of Hampton Park Subdivision has caused this instrument to be executed for recording as the Protective Covenants, Restrictions, and Conditions for Hampton Park Subdivision, this 18th day of Sept, 1994.

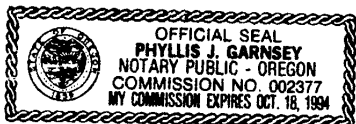
By: Cleme H. Rinehart

By: Michael C. Hoover

STATE OF OREGON)
) ss.
County of Deschutes)

On this 10th day of Sept., 1994, personally appeared the above-named Cleme Rinehart and Michael C. Hoover and acknowledged the foregoing instrument as their voluntary act and deed.

Phyllis J. Garnsey
Notary Public for Oregon
My Commission Expires: 10-18-94



LOCATED IN A PORTION OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SE1/4 NW1/4) OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, CITY OF BEND, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 2 1/2" BRASS CAP MARKING THE CENTER OF SAID SECTION 28; THENCE ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION NORTH 00°07'20" EAST, 590.00 FEET TO A POINT, THE "INITIAL POINT" FOR THIS PLAT, SAID POINT BEING MARKDED BY A SET 5/8" IRON ROD AND CAP STAMPED "HWA"; THENCE CONTINUING ALONG SAID CENTERLINE NORTH 00°07'20" EAST, 615.83 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF STUDIO ROAD (60 FEET WIDE); THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 87°51'39" WEST, 33.77 FEET; THENCE ALONG A 1,402.39 FOOT RADIUS CURVE LEFT 385.73 FEET (CHORD BEARS SOUTH 84°15'41" WEST, 384.51 FEET); THENCE SOUTH 76°22'54" WEST 73.81 FEET; THENCE ALONG A 751.31 FOOT RADIUS CURVE LEFT 19.67 FEET (CHORD BEARS SOUTH 75°37'54" WEST, 19.67 FEET); THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY SOUTH 00°05'09" WEST, 548.06 FEET; THENCE NORTH 80°00'00" EAST, 508.18 FEET TO THE POINT OF BEGINNING, THE TERMINUS OF THIS DESCRIPTION, CONTAINING 6.982 ACRES, MORE OR LESS.


SUBJECT TO: ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

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:

94 OCT 21 AM 11:23

MARY SUE PENHOLLOW
COUNTY CLERK

BY:  DEPUTY
NO. 94-42122 FEE 35
DESCHUTES COUNTY OFFICIAL RECORDS