



After Recording Return To:  
Christopher D. Hatfield  
Hurley, Re & Gruetter, P.C.  
747 SW Mill View Way  
Bend, OR 97702

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**DECLARATION FOR HOLLIDAY PARK, THIRD ADDITION, PHASES II and III  
CODES, COVENANTS AND RESTRICTIONS**

THIS DECLARATION is made this 31<sup>st</sup> day of July 2007 by Holliday Properties, LLC, a limited liability company ("Declarant").

**RECITALS**

On February 7, 2003, Clyde W. Purcell, Mary Lou Purcell, and Brenda Grigsby caused to be recorded Declaration of Covenants, Conditions and Restrictions for Holliday Park, Third Addition at Volume 2003, Page 08854 (the "2003 Declaration"). The 2003 Declaration was recorded without a legal description identifying the property encumbered by the document. To the extent the 2003 Declaration in any way encumbers the real property described as Holliday Park, Third Addition, Phase II or III (the "Property"), this Declaration for Holliday Park, Third Addition, Phase II and III, amends and replaces the 2003 Declaration in its entirety.

The plat of Holliday Park, Third Addition, Phase II, was recorded on October 30, 2006, in the plat records of Deschutes County, Oregon. The plat of Holliday Park, Third Addition, Phase III, was recorded on May 11, 2007, in the plat records of Deschutes County, Oregon.

**DECLARATIONS**

NOW, THEREFORE, Declarant hereby declares that the Property covered in the plat of Holliday Park, Third Addition, Phase II, including Lots 1 through 20, and the Property covered in the plat of Holliday Park, Third Addition, Phase III, including Lots 21 through 44, shall be held and conveyed subject to the following easements, codes, covenants, conditions, restrictions and charges, which shall run with the Property and shall be binding upon and inure to all parties having or acquiring any right, title or interest in the Property or any part thereof.

**ARTICLE 1  
DEFINITIONS**

As used in this Declaration, the terms set forth below shall have the following meanings:

1.1 "Declarant" means Holliday Properties, LLC, an Oregon limited liability company, or its successors or assigns.

1.2 "Declaration" means this instrument entitled "Amended Declaration of Planned Community, Development for Holliday Park, Third Addition, Phase II and III, Codes, Covenants and Restrictions", as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

1.3 "Improvement" means every temporary or permanent building, structure, fence, street, sidewalk, wall, driveway, swimming pool, storage shelter, and landscaping.

1.4 "Living Unit" means any single family home situated on Lots 1 through 44

1.5 "Lot" means a legally partitioned property within Holliday Park, Third Addition, Phase 2, Lots 1 through 20 or within Holliday Park, Third Addition, Phase III, Lots 21 through 44.

1.6 "Owner" means the person or persons, including Declarant, owning any Lot or Living Unit, including any vendee under a recorded land sales contract to whom possession has passed, but expressly excludes a tenant or holder of a leasehold interest or a person holding only a security interest in a Living Unit, including any vendor under a recorded land sales contract who has given up possession. The rights, obligations, and other status of being an Owner commence upon acquisition of the ownership of a Lot or a Living Unit and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

## **ARTICLE 2**

### **RESTRICTIONS ON USE OF LOTS AND LIVING UNITS**

2.1 Maintenance. Each Lot shall be maintained in a clean and attractive condition, in good repair, and in such a fashion as not to create a fire hazard. All garbage, trash, cuttings, refuse, clothes drying apparatus, and other service facilities located on each Lot shall be screened from view. Garbage and refuse containers shall be stored in garages or in a screened area.

2.2 Offensive or Commercial Activity. No offensive activity or commercial activity shall be carried on, nor shall anything be done on any Lot, which may be or become an annoyance or nuisance to the other Owners.

2.3 Signs. No signs shall be erected or maintained on any Lot. This restriction shall not apply to (a) directional signs, (b) the placement by the Declarant or Declarant's agent of one or more signs identifying the name of the Declarant and/or the location of a sales office or model home, or (c) the temporary placement of not more than one "For Sale" sign on any Lot.

2.4 Minimum Square Footage. Any home constructed on a Lot shall be at least 1,200 square feet when measured at the exterior. This square footage shall not include the garage.

2.5 Drainage. The existing drainage on each Lot shall be carefully considered when locating an improvement. Drainage created by any site improvement shall not drain onto adjoining properties or roadways. All drainage shall be contained on-site.

2.6 Driveways. Driveway cuts onto roadways will be limited to one per Lot. Driveway widths shall be kept to a two-car width where possible and, in general, the amount of paved areas exposed to view from adjacent roadways or homesites shall be kept to a minimum. Driveway surface material shall be asphalt or concrete.

2.7 Garages. Each Living Unit shall include a garage connected to the main house by a roof or screen or be part of the house structure. Garages should be kept closed to provide screening of autos from neighboring views and roadways. Carports are not allowed.

2.8 Parking and Screening. A minimum of two parking places shall be required for each Lot. Parking must be in a garage or an area adequately screened from roadways and neighboring views. Camping trailers, trucks,

campers, boats, cars under repair and boat trailers must be parked so as to be inside and completely concealed from view from roadways or neighboring Lots.

2.9 Exterior Material Treatment. Exterior material treatment used on the building walls shall be board and batten or horizontal lap siding with shake accents.

2.10 Utility Meter Panels. All utility meter panels shall not be visible to a road and shall be installed according to guidelines available from utility companies.

2.11 Roofs. Roofs are to be Class A fire rated, non-reflective and utilize subdued earth tone colors or black. Simulated wood shakes, slate and concrete tiles may be used. Sheet metal roofs are not allowed.

2.12 Skylights and Solar Devices. All glass, plastic or other transparent skylight or solar device shall be treated to eliminate reflective glare.

2.13 Solar Encroachment. Any planting that interferes with the existing use of solar energy on an adjacent property is prohibited.

2.14 Gutters and Downspouts. All houses shall be constructed with gutters and downspouts. Exposed gutters and downspouts shall be colored to blend in with the surface to which they are attached.

2.15 Chimneys. All exterior chimneys must incorporate a flue shroud and spark arrestor. Chimneys must be of such a design as to blend aesthetically with the residence.

2.16 Exterior Lighting. All exterior lighting must meet the requirements of the City of Bend. Colored light sources are prohibited.

2.17 Antennae and Satellite Dishes. Except as required by local, state, or federal law, exterior satellite receivers in excess of 24" in diameter, transmission dishes, exterior antennae, or other sending or receiving devices shall not be permitted to be placed upon any Lot.

2.18 Prohibited Structures. No shed, barn or similar structure or outbuilding may be constructed or maintained on any Lot unless the structure's siding material are the same and those used to construct the house on the same lot and the structure is painted to match the color of the house on the same lot. Except for trailers related to construction activities on a Lot, no mobile home, manufactured home assembled off site, tent or other similar structure, whether permanent or temporary, may be constructed or maintained on any Lot.

2.19 Service Yards. When not provided by other structures, each residence shall have a screened service yard, enclosing garbage and trash containers, firewood, clothes drying apparatus, bicycles, outdoor maintenance equipment and so forth. None of these shall be placed where they will be seen from roadways.

2.20 Fencing. The only fencing that may be installed in the front yard of any Lot is fencing constructed of pickets no wider than 4" and shall be no taller than 36". The front yard is the area from the front of the house to the street. Fencing no taller than 72" from the ground may be installed along the side property lines starting from a line established by the front of the house and then to the back property corner and along the back property line. All fencing within the Property must be white vinyl.

2.21 Landscaping. All landscaping (including front and rear yards and parking strips) shall be completed within 6 months from the date of occupancy of the Living Unit constructed thereon. In the event undue hardship due to weather conditions, this provision shall be extended commensurate with the delay caused by the hardship. Each

Owner shall at all times keep all sidewalks, shrubs, trees, grass and plantings of every kind on the Owner's Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. .

2.22 View. The height of vegetation and trees on a Lot shall not materially restrict the view of other Owners. This section is not to be read as justification to create views not present when the Lot was originally purchased.

2.23 Parking. No house trailer, travel trailer, boat trailer, camper, incapacitated motor vehicle, snowmobile, motor home, or off-road vehicle shall be parked or stored on any Lot or street within the Community for more than 24 hours in any given calendar week.

2.24 Domestic Animals. No domestic animals shall be kept or raised on any Lot or within or in any Living Unit except for household pets which may be kept and raised.

### **ARTICLE 3 MISCELLANEOUS PROVISIONS**

3.1 Amendment and Repeal. This Declaration, or any provision hereof, may be amended or repealed by the vote or written consent of Owners holding not less than 75% of the Lots within the Property. Any such amendment or repeal shall become effective only upon recordation in the Deed Records of Deschutes County, Oregon, and signed by the owners of at least 75% of the Lots within the Property. In no event shall an amendment under this section create, limit or diminish special Declarant rights without Declarant's written consent, or change the boundaries of any Lot or any uses to which any Lot is restricted unless the Owners of the affected Lots unanimously consent to the amendment.

3.2 Duration. This Declaration shall run with the land and shall be and remain in full force and effect at all times with respect to all property included in the Property and the Owners thereof for an initial period of 30 years commencing with the date on which this document is recorded.

3.3 Joint Owners. In any case in which two or more persons share the ownership of any Living Unit, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any right of consent held by them shall be exercised with respect to a pending matter, and the right of consent involved shall then be disregarded completely in determining the proportion of consents given with respect to such matter.

3.4 Lessees and Other Invitees. Lessees, tenants, invitees, guests, contractors, family members, and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

3.5 Easements Reserved. In addition to any easements shown on the recorded plats, as long as Declarant or its successor or assigns owns a Lot within the Property, Declarant reserves an easement for the benefit of Declarant to at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot or Living Unit for the purpose of determining whether or not the use of and/or Improvements on such Lot are then in compliance with this Declaration. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot or Living Unit.

IN WITNESS WHEREOF, Declarant has executed this Declaration the date first above written.

HOLLIDAY PROPERTIES, LLC

HOLLIDAY PROPERTIES, LLC

By: *Clyde W. Purcell*  
Clyde W. Purcell, Manager-Member

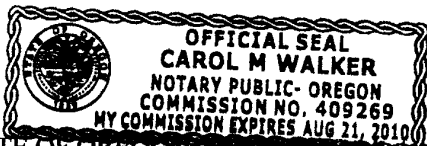
By: *Mary Lou Purcell*  
Mary Lou Purcell, Manager-Member

HOLLIDAY PROPERTIES, LLC

By: *Brenda Grigsby*  
Brenda Grigsby, Member

STATE OF OREGON, County of Deschutes ) ss:

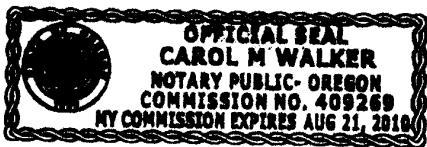
This instrument was acknowledged before me by Clyde W. Purcell as Manager-Members of HOLLIDAY PROPERTIES, LLC.



*Carol M. Walker*  
Notary Public for Oregon

STATE OF OREGON, County of ~~Deschutes~~ ) ss:  
*County of Deschutes*

This instrument was acknowledged before me by Mary Lou Purcell as Manager-Members of HOLLIDAY PROPERTIES, LLC.



*Carol M. Walker*  
Notary Public for Oregon

STATE OF OREGON, County of Deschutes ) ss:

This instrument was acknowledged before me by Brenda Grigsby as a Member of HOLLIDAY PROPERTIES, LLC.



*Carol M. Walker*  
Notary Public for Oregon