

PROTECTIVE COVENANTS FOR THE SUBDIVISION OFHOLLIDAY PARK FIRST ADDITIONDESCHUTES COUNTY, OREGON

KNOW ALL MEN BY THESE PRESENTS: That the undersigned CLYDE W. PURCELL and MARY LOU PURCELL, owners of HOLLIDAY PARK FIRST ADDITION, do hereby declare that said property and the whole thereof shall be subject to the following covenants, conditions and restrictions which shall run with the land and be for the benefit thereof, to wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for single or multi family residential purposes, except all of Block Eleven (11).

2a. CONDITIONS OF OWNERSHIP: No fences, hedges, walls, patios, overhangs, or any other structure shall be erected or maintained upon any lot subject hereto except such as are installed in accordance with the initial construction, or as may be approved by the Architectural Control Committee, as hereinafter established.

2b. An Architectural Control Committee is hereby established. It shall consist of three members, and shall initially be composed of Clyde W. Purcell, Natacha K. Claffin and Bradley D. Fancher. A majority of the Committee may designate a representative to act for it. In case of the death or resignation of any member(s) of the Committee, the remaining member(s) shall have full authority to designate a successor(s). Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed by such member. In the event that the deaths or resignations of all member of the committee shall occur without successors having been appointed, the majority of the property title holders shall have full power to designate successors. The Committee's approval or disapproval as required herein shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove plans and specifications within thirty (30) days after same have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced before completion, approval will not be required and these provisions shall be deemed to have been fully complied with. Nothing herein contained shall be construed to limit or prohibit Declarant in maintaining temporary buildings or structures upon any portion of the subject property for purposes connected with its construction and/or sales program.

2c. All clothes lines, equipment, service yards, wood piles or storage piles shall be kept screened by adequate plantings so as to conceal them from view of neighboring lots and streets. All rubbish, trash or garbage shall be removed from the lots and shall not be allowed to accumulate thereon.

2d. No swine, horses, cows, turkeys, geese, chickens, ducks, pigeons, goats, rabbits, hares, or animals usually termed "farm animals" or "poultry" shall be kept or allowed to be kept on any of subject lots. No commercial dog raising or cat raising, whether or not such constitutes the operation of a kennel within the meaning of the Bend City ordinances shall be conducted within subject property.

2e. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period. Nothing herein contained shall prohibit or restrict in any way the right of Declarant to construct such promotional signs or other sales aids on or about any portion of the subject property which it shall deem reasonable necessary in conjunction with its original construction and/or sales program.

2f. 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.

2g. Parking areas and carports shall be used for the purpose of parking and storing passenger automobiles. The use of said spaces for parking and storing of boats, campers, trailer, or other vehicles may be made the subject of rules to be adopted by the Architectural Control Committee. Each parking area and carport shall be kept clean and neat by the owner of the residence unit on which the same may be located. There shall be no use made of any such space which creates an unsightly appearance or which may cause damage to any residence unit.

2h. No radio or television receiving or transmitting antennae or external apparatus shall be installed in or upon any residence unit without prior written approval of the Architectural Control Committee. Normal radio and television installations within a building are excepted. Installation of a television cable to service each residence unit may be arranged. If such a television cable is installed and is maintained, then the owners agree not to install on their residence units or any portion thereof any outside television antennae so long as such cable is available.

3. LOT AREA AND BUILDING LOCATION: All requirements herein shall comply with City of Bend Zoning Ordinances.

4. DILIGENCE IN CONSTRUCTION REQUIRED: Any work in constructing and erecting any building or other structure shall be prosecuted diligently from the commencement thereof and the same shall be completed within a reasonable time in accordance with the requirements contained.

5. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

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

7. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages and may be brought by any property owner in the Addition.

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

DATED THIS 8th day of October 1976.

Clyde W. Purcell (signature)

Mary Lou Purcell (signature)

STATE OF OREGON, County of Deschutes: ss.

Personally appeared the above named Clyde W. Purcell and Mary Lou Purcell and acknowledged the foregoing instrument to be their voluntary act. Before me:

Kathleen K. Clafflin (signature)
Notary Public for Oregon
My commission expires June 28, 1980

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STATE OF OREGON, County of Deschutes: ss.

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I certify that the within instrument was received for record on the 8 day of October 1976, at 12:07 o'clock P.M., and recorded in book 238 on page 768, Record of Deeds of said county.

Witness my hand and seal of County affixed.

Rosemary Patterson (signature)
ROSEMARY PATTERSON Recording Officer
By: (signature) Deputy