

PROTECTIVE COVENANTS FOR
JUNIPER CREEK & JUNIPER CREEK ADDITION # 1

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, N. H. JEPSON, INC., General and Land Development Contractor, an Oregon Corporation, the owner of

JUNIPER CREEK & JUNIPER CREEK ALL PHASES

A Subdivision of the city of Bend, Deschutes County, Oregon

does 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:

ARTICLE I

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural Control Committee. An Architectural Control Committee is hereby established. It shall consist of two members, and shall initially be composed of Nicholas H. Jepson and Richard J. Harrison. A majority of the committee may designate a representative to act for it. In the case of 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 member 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 members of the committee shall occur without successors having been appointed, the owners shall have full power to designate successors. The committee's approval or disapproval as required herein shall be in writing.

Section 2. Uses Prohibited Without the Consent of the Committee. Unless the committee has consented in writing, no parts of said property shall be used in any of the following ways:

- (a) As a place to raise domestic animals of any kind except a reasonable number of household pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to other owners. All dogs will be kept in a fenced area or chained.
- (b) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.
- (c) No sale of subdivided sections of tracts as platted unless also approved by the City of Bend, Deschutes County.
- (d) Section dwelling in the nature of guest houses permitted when same ownership and occupied by relatives of owner.
- (e) Service outbuildings, including tackrooms, and stables.
- (f) No residence shall be contracted of less than 950 square feet of living area, exclusive of garages, porches and outbuildings. Detached garage shall be constructed of quality and appearance that will conform to the residence.
- (g) No structure of temporary character, basement, tent, shack, garage, barn or other outbuildings shall be used on any parcel at any time as a residence either temporarily or permanently.
- (h) There shall be no swine, horses, cattle, poultry or goats on said premises.
- (i) No building, whether intended for use in whole or in part as a main residential structure, or for use as a garage or other outbuilding, shall be moved upon the premises.
- (j) Abundant use of outdoor decks and patios will be encouraged.
- (k) The use of new materials on all exterior surfaces will be required. Used brick will be permissible. It is desired that a majority of the homes have their exteriors made from materials indigenous to the northwest.

(l) Bright paint exteriors other than in trim or in accent panels will not be permitted.

(m) All C. O. I. ditch will be replaced with culvert pipe and covered according to C. O. I. Specifications.

(n) All driveways to be paved or concrete, and there shall be no excavation on any of these parcels for gravel or cinders.

Section 3. The committee may make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted. Unless 50 percent of the owners disagree in writing within 10 days of receiving notice of the proposed rules.

Section 4. A vote of 50 percent of the owners of the section can adopt, amend, or repeal such rules.

ARTICLE II RESTRICTION ON USE OF THE PROPERTY

Section 1. Use and Occupancy of Private Areas. Each owner shall be entitled to exclusive use and benefit of each lot owned by him, except as otherwise expressly provided herein.

Section 2. Maintenance of Lots. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard.

Section 3. Type of Building. No building other than a single-family dwelling for private use may be constructed on any lot. No mobile home or trailer may be used as a residence.

Section 4. 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 of neighboring lots.

Section 5. Utilities. No above-ground utilities, pipes, or wires, shall be used to connect improvements with supplying facilities.

Section 6. Offensive or Commercial Activities. No offensive or commercial activity shall be carried on in any lot nor shall anything be placed or constructed on any lot or anything done on a lot which interfered with or jeopardized the enjoyment of other lots, or private recreational areas.

Section 7. Independent Water System Prohibited. Independent water wells and systems are prohibited without the consent of the committee.

Section 8. Lighting. No exterior lighting or noise-making devices shall be installed or maintained on a lot without written Architectural Control Committee consent.

Section 9. All driveways must be composed of concrete, or asphalt and shall have a minimum width of 12 feet and a maximum of 18 feet. Only one driveway will be permitted per lot, except circular driveways will be permitted where practical.

Section 10. All landowners must comply with the laws and regulations of the state of Oregon, County of Deschutes, city of Bend, and any municipality, applicable to fire protection, building constructions, water sanitation and public health.

Section 11. Trees will only be removed with permission of the Architectural Control Committee.

Section 12. No motorized vehicles other than automobiles may be operated on the property in the project, except for Construction and Landscaping purposes.

Section 13. No firearms shall be discharged upon the property.

ARTICLE III
GENERAL PROVISIONS

Section 1. Term. The covenants are to run with the land and shall be binding for all parties claiming under them for a period of 30 years from the date 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 in whole or in part.

Section 2. Enforcement. Enforcement shall be by proceeding 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.

Section 3. Severability. Invalidity of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED THIS 15TH DAY OF August, 19 79.

JUNIPER CREEK 6
JUNIPER CREEK ADDITION # 1
N. H. JEPSON, INC.

By: Nicholas H. Jepson
Nicholas H. Jepson, President

By: Richard J. Harrison
Richard J. Harrison - Sec.-Treas.
Architectural Control Committee

By: Nicholas H. Jepson
Nicholas H. Jepson
Architectural Control Committee

STATE OF OREGON,
County of Deschutes

8-17 19 79
Personally appeared the above named
Nicholas H. Jepson &
Richard J. Harrison

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before Me:

Susan J. Holts
Notary Public for Oregon

My Commission expires: 11-16-81

STATE OF OREGON, County of Deschutes.
8-17 19 79

Personally appeared Nicholas H. Jepson and Richard J. Harrison who, each being first duly sworn, did say that the former is the corporate president and the latter is the corporate secretary of

N. H. Jepson, Inc.
a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledge said instrument to be its voluntary act and deed.

Before me:

Susan J. Holts
Notary Public for Oregon

My Commission expires: 11-16-81

in which the Government of the United States has been requested to agree to change said covenants and the Government of the United States has agreed to change said covenants.

Section 8. Information shall be the possession of law or in
being received and passed on to persons or organizations to violate and government
Section 9. Violation of the provisions of this act shall be treated as a violation of the
provisions of the act and may be brought by any person.

Section 2. The following is a list of the names of the persons who have been appointed to the various committees of the Board of Directors of the American Telephone and Telegraph Company, for the year ending December 31, 1922:

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
DENVER, COLORADO

1901-1902. H. 100.000.000

4934

No......

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record

on the 17th

day of.....Aug....., A.D., 1979.....

at 10:25 o'clock.....A.....M., and Re-

Recorded in Book... 305.....

on Pages 672 Record of

Seeds

Rosemary Patterson

County Clerk.

By Om Lee Deputy

MYTEL Reconciling Kenneth O
N. H. Jenson Inc
PO BOX 324 BEND