

Return Address: / Guy Vernon
✓ 1293 NW Wall #1341
Bend, OR 97701
92-35320

290 - 0409

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Vernon & Brown Construction is the owner of Lots 1, 2, 3 and 4 in Block 10 Kenwood Addition to the City of Bend, Oregon commonly known as 902, 916, 922, 924 NW Ogden Street, Bend, Oregon.
2. All of the above properties shall be subject to these Covenants, Conditions and Restrictions. These Restrictions shall be binding upon all owners and their successors in interest. They shall run with the land in perpetuity.
3. The above described properties contain four zero lot line house Covenants, Conditions and Restrictions. Two houses share a common wall. The purpose of these Covenants, Conditions and Restrictions are to insure that reasonable steps for maintenance are taken to insure the well being and safety of all owners of the property and to maintain and use the properties in a mutually agreeable manner.
4. Each party shall maintain in good condition all of their real property or improvements that could cause damage or injury to other owners of the property. By way of example and not by limitation, each party shall maintain roofs in good condition. Leakage from one party's roof could damage another person's property.
5. The duty to maintain shall include structures as well as real property, landscaping, irrigation systems, plumbing, sewer lines and electricity. Each party shall take whatever steps are reasonably necessary to maintain their property in a manner that is safe and does not cause damage, inconvenience or a nuisance to the other properties covered by this Agreement.
6. Other than the fences constructed at the time of construction of the residences, no fences shall be constructed on the property without the consent of all owners of the property.
7. All exterior painting shall be of the same color as the houses are currently painted unless agreed to by both owners of property that share a common lot line.
8. No shortwave radio antennas, television antennas or satellite dishes shall be permitted unless they are screened and located in the rear of the yard and approved by all other owners.
9. All garbage, trash, cuttings, refuse, garbage containers, fuel tanks and clothes drying apparatus or lines should be screened from view.
10. No trailers, campers, boats, boat trailers, snow mobiles, off-road vehicles, or recreational vehicles shall be stored upon the property for longer than seven (7) days unless they are garaged.

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11. No party shall burn trash, cuttings or other items with the exception of barbecue fires.
12. No party shall raise domestic animals of any kind.
13. The parties shall be allowed one dog and one cat per residence.
14. Temporary structures shall not be used at any time.
15. Repair or replacement of any exterior surfaces of improvements on the property shall be of the same or similar material unless approved by all parties to this Agreement.
16. No commercial activity may be conducted on the property.
17. No signs shall be displayed on any lot except for "For Sale" signs.
18. All landscaping shall be maintained in a neat and clean manner.
19. Any party to this Agreement may enforce this Agreement. These Covenants, Conditions and Restrictions may be enforced by proceedings at law or in equity against any person violating this Agreement. The enforcer may recover damages, an injunction and shall be entitled to all remedies at law. Any sums expended to enforce these remedies, including requiring a person to maintain their property, shall be reimbursed together with all costs and attorney fees. Such costs, attorney fees or judgment shall become a lien against the property if not paid within ten (10) days of the date of the judgment.
20. 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.
21. 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 court.
22. A vote of all of the owners of the property can adopt, amend or appeal any or all of the above Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the owner has caused this instrument to be executed for recording as the Protective Covenants, Conditions and Restrictions for KENWOOD ADDITION this 23rd day of October, 1992.

