

AFTER RECORDED MAIL TO:

Hayden Homes
Attn: Amy Sandoval
2464 SW Glacier Place, Suite 110
Redmond, OR 97756

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2014-19267



\$83.00

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06/17/2014 02:35:13 PM

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\$15.00 \$11.00 \$21.00 \$10.00 \$6.00 \$20.00

DECLARATIONS OF COVENANTS, CONDITIONS and RESTRICTIONS

RELATING TO LAND

3
The undersigned Hayden Homes, LLC, an Oregon limited liability company ("Hayden Homes") does hereby bind its heirs, administrators, executors and assigns, by and under the following covenants, restrictions and conditions to govern, relate to and restrict the use and occupancy of Marketplace Subdivision in Deschutes County, OR, Lots 1-30, hereinafter called the "subdivision" and more particularly described as follows, to-wit:

MARKETPLACE SUBDIVISION, DESCHUTES COUNTY, OREGON

1. No manufactured home or other mobile homes shall be sited on any lot in the subdivision.
2. No temporary or unfinished building shall be used as a residence.
3. No poultry or livestock shall be kept in this subdivision.
4. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and as follows: All lots shall be subject to utility easements, 5 feet in width adjacent to all rear and side lot lines for utility (including storm drainage) purposes. Within these easements, no structure, planting or other material shall be placed – or permitted to remain – which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
6. At no time shall the lot or street frontage be used as a storage area for old cars, trailers, appliances or other material, which would detract from the appearance of the subdivision.
7. Neither the streets nor front driveways of the homes in this subdivision shall – at anytime – be used for the storage or long term parking of boats, trailers, campers, motor homes, firewood or other materials.

ARTICLE II General Provisions

No building shall be erected, placed altered on any lot until the exterior elevation plans for the house and structures have been approved by the Architectural Control Committee as to external design and harmony with the intent of the subdivision. The Architectural Control Committee is composed of: Director of ACC 2464 SW Glacier Place #110 Redmond, OR 97756 and shall serve without compensation until the later of December 31, 2018 or until the initial Developer has finished building on all lots in the subdivision. In the event of a death, inability to act or refusal to act of any member of the Architectural Control Committee, the remaining member shall have full authority to appoint a successor. A majority of the committee may designate a representative to act for the committee. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, and in the event, if no suit to enjoin the construction has been instituted prior to the start of construction, approval will not be required and related covenants shall be considered to have been fully complied with. In the event of dissolution or resignation of the Board, all privileges, powers and authority could be vested in a Board selected by the owners of a majority of the lots in the subdivision.

ARTICLE III – General Provisions

- 1) These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them.
- 2) 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 the party prevailing shall be entitled to be reasonable fees and court costs.
- 3) 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) Except for the ARTICLE II, these “Declaration of Covenants, Conditions and Restrictions Relating to Land” are designed to be enforceable by owners of a lot or lots in this subdivision and the intent is not for the Developer to be the enforcer.
- 5) A contract purchaser shall be deemed a lot owner for purpose of these COVENANTS, CONDITIONS and RESTRICTIONS.
- 6) That the restrictions and servitudes imposed hereby shall run with the land and shall bind the present owners, their heirs, administrators, executors, and assigns and all persons claiming through or under them, until December 31, 2018, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by two thirds of the then owners of the lots has been recorded agreeing to change said covenants in whole or part.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunto affixed as of this 28 day of May, 2014.

DECLARANT:

HAYDEN HOMES, LLC, an Oregon
Limited Liability Company

By: _____
Name: Dennis Murphy
Title: President

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me the 28th day of May, 2014, by Dennis Murphy, the President of Hayden Homes, LLC, an Oregon limited liability company, on behalf of said corporation.



Marissa D. Hesterberg
Notary Public for the State of Oregon
My Commission Expires: 11/19/14