

**Declaration of Covenants, Conditions and Restrictions
for
Providence Subdivision**

(Supersedes Previously Recorded Document)

This Declaration of Covenants, Conditions and Restrictions (CC&Rs) dated September 13, 2007, is hereby recorded by Providence Homeowners Association (PHA), and Oregon Corporation, hereinafter referred to as "Declarant," for all real property in Phases 1 through 8 in Providence Subdivision, City of Bend, County of Deschutes, State of Oregon and supersedes previously recorded CC&Rs in Deschutes County Official Records in Volume 2000, Page 18293 on May 10, 2000.

AFTER RECORDING RETURN TO:

Providence Homeowners Association
2660 NE Highway 20, Suite 610 #25
Bend OR 97701

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

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Providence Homeowners Association, Inc.

Declaration of
Covenants,
Conditions
and
Restrictions

Revised
September 13, 2007

Good Neighbors Working Together to Protect, Maintain
and Preserve Our Quality of Life and Property Values

Table of Contents

Introduction	1
Section 1. Definition of Terms	2
Section 2. Property Subject to the CC&Rs	3
Section 3. Architectural Review Committee and Covenants and Enforcement Committee.....	3
3.1 Architectural Review Committee Responsibility	3
3.2 Covenants and Enforcement Committee Responsibility	3
3.3 Committee Membership	3
3.4 Committee Action	3
3.5 Failure to Act by ARC	4
3.6 Nonwaiver	4
3.7 Liability	4
Section 4. Rules	4
4.1 Occupancy	4
4.2 Lot Maintenance	4
4.3 Improvements	4
4.4 Limitation on Transfer	5
4.5 Utilities	5
4.6 Fence and Sign Easements	5
4.7 Utilities Easement	5
4.8 Lot Area, Width, Setback Lines	5
4.9 Water and Sewer Supply	5
4.10 Severability	5
Section 5. Use Restrictions	6
5.1 Signs	6
5.2 Exterior Lighting or Noise-Making Devices	6
5.3 Antennas	6
5.4 Parking	6
5.5 Sight Distance at Intersection	6
5.6 Walls and Fences	7
5.7 Temporary Structures	7
Section 6. Nuisances	7
6.1 General Nuisances	7
6.2 Littering and Garbage	7
6.3 Lot Maintenance	7
6.4 Livestock and Poultry	8
6.5 Pets	8
6.6 Firearms and Related Activity	8
6.7 Clothes Drying Area	8
6.8 Sidewalk Snow Removal	8
Section 7. Enforcement	8
7.1 Enforcement	8
7.2 Attorney's Fees	8
7.3 Sanctions for Violations of CC&Rs	9
Section 8. Property Rights	9

Section 9. Membership and Voting Rights.....	9
9.1 Membership	9
9.2 Voting Rights	9
Section 10. Maintenance Assessments	10
10.1 Creation of the Lien and Obligation of Assessment	10
10.2 Purpose of Assessment	10
10.3 Maximum Annual Assessment.....	10
10.4 Special Assessments for Capital Improvements	10
10.5 Notice and Quorum for any Action Authorized Under Section 10.3 and 10.4	11
10.6 Uniform Rate of Assessment.....	11
10.7 Due Date for Annual Assessment.....	11
10.8 Effect of Non-Payment of Assessments; Remedies of the PHA.....	11
10.9 Subordination of the Lien to Mortgages	11
Section 11. Mortgagee Rights	12
11.1 Notices of Action.....	12
11.2 Termination of PHA	12
11.3 Amendment of Documents	13
11.4 Special FHLMC Provision.....	13
Section 12. Duration and Amendment of this Declaration	14
12.1 Duration.....	14
12.2 Amendment.....	15
Section 13. Effect of Declaration	15
Exhibit A – Providence Subdivision, Phase 1 through Phase 8	16
In Witness Whereof.....	21

Declaration of Covenants, Conditions and Restrictions for Providence Subdivision

Introduction

These Covenants, Conditions and Restrictions (CC&Rs) were originally made the 16th day of June, 1992, by Pacific Northwest Development Corporation, an Oregon Corporation, as owner of the real property in the City of Bend, Deschutes County, State of Oregon, described in the attached Exhibit A. Pacific Northwest Development Corporation transferred responsibility for the administration of the property described in Exhibit A to the Providence Homeowners Association, an Oregon Corporation, on the 9th day of August 1996.

Providence Subdivision is a residential community. Except where this Declaration for Providence Subdivision conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all property subject to this Declaration and its Owners and their successors in interest as set forth herein. In the event any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard or requirement set by an applicable zoning ordinance of the City of Bend, the more restrictive standard or requirement of the applicable City of Bend ordinance shall apply.

Section 1. Definition of Terms

Association: Refers to the real property within the Providence Subdivision, and such additions that hereafter may be brought within the Providence Subdivision and the jurisdiction of the Association.

Common Easement Areas: Refers to that portion of the easements shown on the plat or plats of Providence Subdivision that front on Neff Road and the entrance onto Providence Avenue from Neff Road. Said Common Easement Areas shall be dedicated to the Association for common use to be used for landscaping, fencing, signs, utilities and for any other useful purposes for the conveniences of all Owners in the subdivision as determined by the Association. The Common Easement Areas shall be and are hereby dedicated to the Association in perpetuity.

Declaration: Refers to this Declaration of Covenants, Conditions and Restrictions for Providence Subdivision.

Improvements: Include, but are not limited to, changes to any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining walls and stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, drainage and contour changes, signs, storage areas and all other structures, exterior landscaping, vegetation or ground cover of every type and every kind above the land surface.

Lot: Refers to each Lot described on a subdivision plat or partition map to any alteration thereof as may be made by a valid lot line adjustment.

Owner: Refers to either all holders of fee title to any Lot, or any other person or persons entitled to possession of the Lot pursuant to a contract or lease.

PHA: Refers to the Providence Subdivision Homeowners Association, Incorporated, or its successors in interest.

Providence Subdivision: Refers to all of the real property now or hereafter made subject to this Declaration.

Streets: Refers to any street, highway or other thoroughfare within or adjacent to Providence Subdivision and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.

Section 2. Property Subject to the CC&Rs

PHA hereby declares that all of the real property located in Deschutes County, Oregon, described as Phases 1 through 8 of Providence Subdivision (see Exhibit A) is subject to this Declaration. All of said Restrictions are declared and established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions and Restrictions of Providence Subdivision run with all said real property for all purposes and shall be binding upon and inure to the benefit of PHA and all Owners and their successors in interest as set forth in this Declaration.

Section 3. Architectural Review Committee and Covenants and Enforcement Committee

3.1 *Architectural Review Committee Responsibility*

The Architectural Review Committee (ARC) is responsible for the approval of plans and specifications for the development of any building, structure or other improvements on any Lot, including landscaping and exterior paint.

3.2 *Covenants and Enforcement Committee Responsibility*

The Covenants and Enforcement Committee (CEC) is responsible for fostering a sense of community and neighborliness, educating homeowners about CC&R issues, and enforcing the provisions of the CC&Rs.

3.3 *Committee Membership*

Per the By-laws of the PHA, the ARC and the CEC shall each consist of a Chairperson and two other homeowners appointed by the PHA board. For each committee, a majority of the committee may designate a representative to act for it. In case of death or resignation of any member of either committee, the PHA board shall appoint a successor. Neither the members of each committee nor its designated representative shall be entitled to any compensation for services performed by said members. In the event that the deaths or resignations of all members of either committee shall occur without successors having been appointed, the PHA board shall appoint successors.

3.4 *Committee Action*

For either the ARC or the CEC, except as otherwise provided here, a majority of a committee shall have power to act on behalf of the committee, where a majority is a committee quorum. Each committee may render its decisions only by written instrument setting forth the actions taken by the consenting members.

3.5 Failure to Act by ARC

If the ARC, or its designated representative, fails to approve or disapprove plans and specifications within 30 days after the completed applications have been submitted to it in writing, and 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.

3.6 Nonwaiver

Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

3.7 Liability

The ARC, CEC, or its members shall not be liable to any Owner for any damage, loss, prejudice suffered or claimed on account of any action or failure of the committee or its members to act, provided that the members acted in accordance with actual knowledge possessed by them, and that they acted in good faith.

Section 4. Rules

4.1 Occupancy

No owner shall occupy, use or permit his Lot, or any part of his Lot, to be used for any purpose other than as a private, single family residence for the Owner, his family or his guests. An Owner shall be permitted to rent the unit when he is not in occupancy and the rental usage shall be for the sole and same purpose by the renter as when the owner is in occupancy.

4.2 Lot Maintenance

Each Lot within Providence Subdivision shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard. Yards must be improved and landscaped not later than six months from occupancy.

4.3 Improvements

No Improvements, as defined in Section 1, shall be erected, placed, altered, maintained, removed, or permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by the ARC.

4.4 Limitation on Transfer

No Owner shall transfer either by conveyance, contract of sale or lease any interest in his Lot which would result in ownership of such Lot being held by more than ten (10) persons.

4.5 Utilities

No aboveground utilities, pipes or wires shall be used to connect improvements with supplying facilities.

4.6 Fence and Sign Easements

PHA hereby reserves a nonexclusive easement as shown on the official plat of Providence Subdivision for the purpose of the installation, maintenance and repair of a fence, entrance sign, utilities and a rock or brick sign standard. Construction will be of such material as PHA, in its sole discretion, shall deem appropriate. No Owner shall make any repair, change or alteration of these improvements without the prior written approval of the PHA or ARC.

4.7 Utilities Easement

Certain Lots within Providence Subdivision are subject to a utility line easement reserved for the benefit of the City of Bend as the same is shown on the official plats of property subject to this Declaration. This is a nonexclusive easement for the installation, maintenance and repair of underground utilities. No improvement or structure of any kind, except a boundary fence, shall be permitted on the easement. Any landscaping or fencing placed upon the easement strip shall be done only in accordance with any applicable standards established by the City of Bend. Neither the City of Bend nor PHA shall be responsible for restoring any landscaping or fencing in the event the City of Bend is required to enter upon the easement for the purposes set forth herein.

4.8 Lot Area, Width, Setback Lines

Lot area, width and setback lines shall be in accordance with the requirements of the applicable City of Bend Zoning and Use Regulations and as shown on the fact of the Plat.

4.9 Water and Sewer Supply

No individual water supply system or sewage disposal system shall be permitted on any Lot.

4.10 Severability

Invalidation of any use 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.

Section 5. Use Restrictions

5.1 Signs

No sign of any kind shall be displayed to public view on or from any Lot with the exception for those allowed by rules established by the PHA.

5.2 Exterior Lighting or Noise-Making Devices

No exterior lighting or noise-making devices are allowed on a Lot without the prior written consent of the ARC, with the exception of 12 volt lighting systems (e.g., decorative sidewalk lights) and Christmas lights (which may remain for up to three months per City of Bend regulations).

5.3 Antennas

The 1996 Federal Telecommunications Act declared that every American had the right to Telecommunications as a Constitutional Right of Free Speech. The PHA sets restrictions on antennas to conform to current FCC rules.

5.4 Parking

A minimum of two parking places must be provided for each Lot. No extended parking on any street shall be allowed for any house trailer, recreational or utility vehicle, equipment, or incapacitated motor vehicle; City of Bend ordinance limits such parking to a maximum of 72 hours. (Recreational or utility vehicles and equipment includes, but is not limited to, motorcycles, motor homes, trailer homes, campers, boats, canoes, boat trailers, utility trailers and snowmobiles.) No boats, trailers, buses, motor homes, commercial vehicles, trucks larger than one ton, disabled vehicles, or other similar vehicles shall be parked or stored on any Lot or in any street in a position whereby said vehicles will be visible from the street or from the homes on other Lots; however, a six foot fence shall be deemed adequate shielding.

5.5 Sight Distance at Intersection

Fence, wall or shrub plantings on corner Lots must not obstruct sight lines at elevations between two and six feet above roadways, and shall not be placed or permitted to remain within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on all Lots within the first ten feet of a street right-of-way line. No trees shall be permitted to remain within such distances unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

5.6 Walls and Fences

- a. Side and rear setback spaces may have a fence constructed to a height of six feet and may be a solid fence. No boundary line hedge or shrubbery shall be permitted with a height of more than six feet. No wall or fence of any height shall be constructed on any Lot until after the height, type, design and approximate location have been approved in writing by the ARC. The heights or elevations of any wall or fence shall be measured from the existing elevations of the property at or along the applicable points or line.
- b. Decorative front yard fences are permitted up to three feet high, subject to ARC approval.

5.7 Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 6. Nuisances

6.1 General Nuisances

No obnoxious, offensive or commercial activity or pursuit shall be carried on upon any Lot nor shall anything be done which may be an annoyance or nuisance to the other Owners, as defined by the PHA. Each Owner is entitled to the quiet enjoyment of his own Lot.

6.2 Littering and Garbage

All garbage, trash, cuttings, refuse, garbage and refuse containers, and other service facilities located on the Lot shall be screened from view in a manner approved by the PHA.

6.3 Lot Maintenance

The Owner of a Lot shall maintain the landscaping year round in a groomed and attractive manner so that the Lot does not become an eyesore and detrimental to the values of other properties. If a Lot is not properly maintained or weeds are allowed to overgrow, the PHA shall notify said Lot Owner of the violation. The notice shall be sent to the Owner at the last known address and the Owner will be given 15 days from the date of notice to correct the violation. If the violation is not corrected within 15 days, the PHA shall have the right to maintain the landscaping of the Lot at Owner's expense. If the funds expended by the PHA are not paid within 30 days from written notification to the Owner of the amount due, a lien will be filed against the Owner's Lot. Said lien shall bear interest at the rate of 12% per annum until paid and the lien shall be subject to

foreclosure per the terms of this Declaration of Covenants, Conditions and Restrictions and the Oregon statutes.

6.4 Livestock and Poultry

No livestock or poultry of any kind shall be raised, bred or kept on any Lot.

6.5 Pets

Dogs, cats or other household pets may be kept on a Lot. Pets shall not be bred or raised for commercial purposes. Pets shall be controlled so as not to be a nuisance, as defined by the PHA.

6.6 Firearms and Related Activity

No firearm, crossbow, bow and arrow or air gun, including without limitation, BB type or pellet guns, whether for purposes of hunting or target practice, shall be used within the Providence Subdivision.

6.7 Clothes Drying Area

No portion of any Lot shall be used as a drying or hanging area for laundry of any kind where it can be viewed from any street or adjacent house.

6.8 Sidewalk Snow Removal

Per Bend City Code, each Owner is responsible for clearing the snow and ice from the sidewalks bordering the Owner's Lot. Snow and ice should be cleared from the sidewalk within one day of the end of the snowfall.

Section 7. Enforcement

7.1 Enforcement

The PHA, Architectural Review Committee, Covenants and Enforcement Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the PHA or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.2 Attorney's fees

In the event that legal suit or legal action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party

shall recover that party's reasonable attorney fees incurred in such suit or action (or any appeal that results) as adjudged by the trial or appellate court.

7.3 Sanctions for Violations of CC&Rs

Fines may be assessed for violations of CC&Rs. The PHA Board of Directors establishes the fine amounts, assessment procedures and collection procedures.

Section 8. Property Rights

Every Owner shall have a right and easement of enjoyment in and to the Common Easement Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the PHA to charge fees for the maintenance of the Common Easement Area.
- b. The right of the PHA to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid.
- c. The right of the PHA to dedicate or transfer all or any part of the Common Easement Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by 51% of members agreeing to such dedication or transfer has been recorded.

Section 9. Membership and Voting Rights

9.1 Membership

Every Owner of a Lot that is subject to assessment shall be a member of the PHA. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

9.2 Voting Rights

All members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 10. Maintenance Assessments

10.1 Creation of the Lien and Obligation of Assessment

Each Owner of any Lot by acceptance of a deed, or by being a contract purchaser, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the PHA (only one assessment per Lot shall be collected):

- a. Annual assessments or charges
- b. Special assessments for capital improvements (such assessments to be established and collected as hereinafter provided)

The annual and special assessments, together with interest costs and reasonable attorney fees shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the obligation to the person who was the Owner of such property when the assessment fell due. The obligation for delinquent assessments shall pass to his successors in title. If a Lot is being sold on contract, the obligation for an assessment shall be that of the contract purchaser.

10.2 Purpose of Assessment

The assessments levied by the PHA shall be used for the improvement and maintenance of the Common Easement Areas and administrative expenses of the PHA.

10.3 Maximum Annual Assessment

The maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without any vote of the membership. This assessment may be increased above 3% by a vote of 51% of the members who are voting in person or by proxy at a meeting duly called for this purpose.

The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

10.4 Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the PHA may levy a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Easement Areas. This includes fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51% of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

10.5 Notice and Quorum for any Action Authorized Under Section 10.3 and 10.4

Written notice of any meeting called for the purpose of taking any action authorized under 10.3 and 10.4 shall be sent to all members not less than 30 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes of members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

10.6 Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all Lots.

10.7 Due Date for Annual Assessment

The PHA Board of Directors shall establish the due dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The PHA shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the PHA setting forth whether the assessments on a specified Lot have been paid.

10.8 Effect of Non-Payment of Assessments; Remedies of the PHA

Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 12% per annum. The PHA may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waiver or otherwise escape liability for the assessment provided for herein by non-use of the Common Easement Areas of abandonment of his Lot.

10.9 Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Mortgagee Rights

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Lots in Providence Subdivision. To the extent applicable, necessary, or proper, the provisions of this Section 11 apply to both this Declaration and to the By-laws of the PHA. Where indicated, these provisions apply only to eligible holders, as hereinafter defined.

11.1 Notices of Action

An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the PHA (such request to state the name and address of such holder, insurer, or guarantor and the unit number), (therefore becoming an eligible holder), will be entitled to timely written notice of:

- a. Any proposed termination of the Association.
- b. Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible holder.
- c. Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of 60 days.
- d. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the PHA.
- e. Any proposed action which would require the consent of eligible holders, as required in Sections 11.2, 11.3, and 11.4.

11.2 Termination of PHA

The consent of at least 75% of members and the approval of the eligible holders of first mortgages on Lots to which at least 75% of the votes of units subject to a mortgage appertain, shall be required to terminate the PHA.

11.3 Amendment of Documents

The consent of at least 67% of the members and the approval of eligible holders of first mortgages on Lots to which at least 51% of the votes of Lots subject to a mortgage appertain, shall be required materially to amend any provisions of the Declaration, By-laws, or Articles of Incorporation of the PHA, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

- a. Voting
- b. Assessments, assessment liens, or subordination of such liens
- c. Reserves for maintenance, repair, and replacement of the Common Area
- d. Insurance or fidelity bonds
- e. Rights to use of the Common Area
- f. Responsibility for maintenance and repair of the Properties
- g. Expansion or contraction of the Properties or the addition, annexation, or withdrawal of Properties to or from the PHA
- h. Boundaries of any Lot
- i. Leasing of Lots
- j. Imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Lot
- k. Establishment of self-management by the PHA where professional management has been required by an eligible holder
- l. Any provisions included in the Declaration, By-laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first mortgages on Lots

11.4 Special FHLMC Provision

So long as required by the mortgage corporation, the following provisions apply in addition to and not in lieu of the foregoing Sections 11.1, 11.2, and 11.3. Unless 75% of the first mortgagees or Owners give their consent, the PHA shall not:

- a. By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area which the PHA owns, directly or indirectly (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Properties shall not be deemed a transfer).

- b. Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner.
- c. By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots and of the Common Area.
- d. Fail to maintain fire and extended coverage insurance, as required by this Declaration.
- e. Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such Properties.

The provisions of this Section 11.4 shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Owners where a larger percentage vote is otherwise required for any of the actions contained in this section.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for the Common Area, and first mortgagees making such payments shall be entitled to immediate reimbursement from the PHA.

Should either the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association subsequently delete any of their respective requirements which necessitate the provisions of this section or make any such requirements less stringent, this section shall automatically be amended to reflect such changes.

Section 12. Duration and Amendment of this Declaration

12.1 Duration

The Covenants, Conditions and Restrictions of Providence Subdivision shall continue to remain in full force and effect at all times with respect to all property within the Providence Subdivision for a period of 30 years from the date this Declaration is recorded (subject however, to the right to amend and repeal as provided in this section). However, unless within one year from the date of said expiration an instrument shall be recorded directing the termination of this Declaration signed by Owners of not less than 51% of the Lots then subject to this Declaration, this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten years and thereafter for successive periods of ten years unless within one year prior to the expiration of such period the Covenants, Conditions and Restrictions for Providence Subdivision are terminated as set forth above in this section.

12.2 Amendment

This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any part thereof with a written consent of the Owners of 51% of the Lots subject to these Restrictions.

Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

Section 13. Effect of Declaration

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in Providence Subdivision and shall bind, benefit and burden each Lot in Providence Subdivision, including any additions thereto. The terms of this Declaration shall inure to the benefit of and shall bind the PHA, all successors and assigns of the PHA and all Owners of any Lot in Providence Subdivision, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right, title or interest or use in or to any real property in Providence Subdivision.

Exhibit A - Providence Subdivision, Phase 1 through Phase 8

PHASE 1 – Lots 1-28, Block; Lots 1-6, Block 5; Lots 1-2, Block 6, recorded plat of Providence Subdivision

A tract of land located in the East One Half of the Northwest One Quarter of Section 35, T17S, R12E, Willamette Meridian, City of Bend, Deschutes County, Oregon, being a portion of that tract of land recorded in Volume 197, Page 2865 of the Deschutes County Deed Records, being the object of an agreement of sale between King Cole Homes, Inc., a California corporation, and Pacific Northwest Development Corporation, an Oregon corporation, dated July 26, 1991, and being more particularly described as follows: Commencing at a 3 inch aluminum cap at the North One Quarter corner of said Section 35; thence along the Northerly boundary of said Section 35, North 89°55'00" West 1316.38 feet to a ½ inch iron rod at the West One Sixteenth corner between said Section 35 and Section 26; thence South 00°13'38" East 40.00 feet, to a 5/8 inch iron rod on the Southerly right of way of Neff Road and the Point of Beginning of this description; thence along the boundary of that tract recorded in Volume 197, Page 2865 of the Deschutes County Deed Records, South 00°13'38" East 518.00 feet to a 5/8 inch iron rod, thence leaving said boundary South 89°55'00" East 504.30 feet to a 5/8 inch iron rod, thence South 49°50'02" East 62.99 feet to a 5/8 inch iron rod; thence South 67°20'18" East 133.59 feet to a 5/8 inch iron rod; thence North 5°00'01" East 337.45 feet to a 5/8 inch iron rod; thence South 84°59'06" East 31.37 feet to a 5/8 inch iron rod; thence North 00°05'00" East 106.33 feet to a 5/8 inch iron rod; thence North 11°45'33" East 61.26 feet to a 5/8 inch iron rod; thence North 00°05'00" East 110.00 feet to a 5/8 inch iron rod on the Southerly right of way of Neff Road; thence along the Southerly right of way of Neff Road North 89°55'00" West 751.23 feet to the Point of Beginning and Terminus of this description. Said tract containing 8.79 acres more or less.

PHASE 2 – Lots 29-45, Block 1; Lots 1-6, Block 2; Lots 7-11, Block 5, recorded plat of Providence Subdivision

A tract of land located in the East One Half of the Northwest One Quarter of Section 35, T17S, R12E, Willamette Meridian, City of Bend, Deschutes County, Oregon, being a portion of that tract of land recorded in Volume 197, Page 2865 of the Deschutes County Deed Records, and also being the object of an agreement of sale between King Cole Homes, Inc., a California corporation, and Pacific Northwest Development Corporation, an Oregon corporation, dated July 26, 1991, and being more particularly described as follows: Commencing at a 3 inch aluminum cap at the North One Quarter corner of said Section 35; thence along the Northerly boundary of said Section 35, North 89°55'00" West 1316.38 feet to a ½ inch iron rod at the West One Sixteenth corner between said Section 35 and Section 26; thence South 00°13'38" East 40.00 feet, to a 5/8 inch iron rod on the Southerly right of way of Neff Road; thence along the Westerly boundary of that said tract recorded in Volume 197, Page 2865 of the Deschutes County Deed Records; South 00°13'38" East 518.00 feet to a 5/8 inch iron rod, at the Point of Beginning of this description; thence continuing along said Westerly boundary, South 00°13'38" East 504.00 feet to a 5/8 inch iron rod; thence leaving said boundary South 89°55'00" East 451.76 feet to a 5/8 inch iron rod; thence South 78°41'43" East 62.98 feet to a 5/8 inch iron rod; thence North 83°36'10" East 110.00 feet to a 5/8 inch iron rod; thence North 6°23'50" West 237.20 feet to a 5/8 inch iron rod; thence North 45°33'08" East 94.83 feet to a 5/8 inch iron rod; thence North 5°00'01" East 110.20 feet to a 5/8 inch iron rod; thence North 67°20'18" West 133.59 feet to a 5/8 inch iron rod; thence North 49°50'02" West 62.99 feet to a 5/8 inch iron rod; thence North 89°55'00" West 504.30 feet to a Point of Beginning and Terminus of this description. Said tract containing 7.20 acres more or less.

PHASE 3 – Lots 7-29, Block 2; Lots 5-9, Block 4; Lots 12-18, Block 5, recorded plat of Providence Subdivision

A tract of land located in the East One Half of the Northwest One Quarter of Section 35, T17S, R12E, Willamette Meridian, City of Bend, Deschutes County, Oregon, being a portion of that tract of land recorded in Volume 197, page 2865 of the Deschutes County Deed Records, and also being the object of an agreement of sale between King Cole Homes, Inc., a California corporation, and Pacific Northwest Development Corporation, an Oregon corporation, dated July 26, 1991, and being more particularly described as follows: Commencing at a 3 inch aluminum cap at the North One Quarter corner of said Section 35; thence along the Northerly boundary of said Section 35, North 89°55'00" West 1316.38 feet to a ½ inch iron rod at the West One Sixteenth corner between said Section 35 and Section 26; thence South 00°13'38" East 40.00 feet, to a 5/8 inch iron rod on the

Southerly right of way of Neff Road; thence along the Westerly boundary of that said tract recorded in volume 197, page 2865 of the Deschutes County Deed Records, South 00°13'38" East 1022.00 feet to a 5/8 inch iron rod, at the Point of Beginning of this description; thence continuing on said Westerly boundary South 00°13'38" East 254.82 feet to the Northwest One Sixteenth corner of said Section 36; thence continuing on said Westerly boundary South 00°13'55" East 249.18 feet to a 5/8 inch iron rod; thence leaving said boundary South 89°55'00" East 389.30 feet to a 5/8 inch iron rod; thence South 16°43'37" West 15.11 feet to a 5/8 inch iron rod; thence along the arc of a 630 foot radius curve to the left 50.16 feet; the chord of which bears South 14°26'45" West 50.15 feet to a 5/8 inch iron rod; thence South 77°50'07" East 142.50 feet to a 5/8 inch iron rod; thence North 39°12'24" East 114.38 feet to a 5/8 inch iron rod; thence South 89°55'00" East 251.00 feet to a 5/8 inch iron rod; thence North 3°39'58" West 107.04 feet to a 5/8 inch iron rod; thence North 23°28'07" West 63.77 feet to a 5/8 inch iron rod; thence North 03°39'58" West 100.08 feet to a 5/8 inch iron rod; thence North 89°55'00" West 180.89 feet to a 5/8 inch iron rod; thence North 1°15'00" East 243.20 feet to a 5/8 inch iron rod; thence South 83°36'10" West 110.00 feet to a 5/8 inch iron rod; thence North 78°41'34" West 62.98 feet to a 5/8 inch iron rod; thence North 89°55'00" West 451.76 feet to the Point of Beginning and Terminus of this description. Said tract containing 8.67 acres more or less.

PHASE 4

A parcel of land located in the East Half of the Northwest Quarter of Section Thirty-five (35), Township Seventeen (17) South, Range Twelve (12) East of the Willamette Meridian, City of Bend, Deschutes County, Oregon; the boundary of which is more particularly described as follows: Commencing at a 3 inch aluminum cap at the North Quarter corner of said Section 35; thence South 00°33'02" East 40.00 feet to a 5/8 inch iron rod on the Southerly right of way of Neff Road, said rod also being the Northeast corner of that tract recorded in Volume 197, page 2865 of the Deschutes County Deed Records, and being the point of beginning of this description; thence along the Southerly right of way line of Neff Road, North 89°55'00" West 565.38 feet to a 5/8 inch iron rod at the Northeast corner of PHASE 1 of PROVIDENCE, a subdivision of record in Deschutes County, Oregon; thence along the Easterly boundary of said PROVIDENCE PHASE 1 South 00°05'00" West 110.00 feet to a 5/8 inch iron rod; thence continuing on said Easterly boundary South 11°45'33" West 61.27 feet to a 5/8 inch iron rod; thence continuing on said Easterly boundary South 00°05'00" West 106.33 feet to a 5/8 inch iron rod; thence continuing on said Easterly boundary North 84°59'06" West 31.37 feet to a 5/8 inch iron rod; thence continuing on said Easterly boundary South 05°00'01" West 337.45 feet to a 5/8 inch iron rod, at the Northeast corner of PHASE 2 of said PROVIDENCE subdivision; thence continuing on the Easterly boundary of said PHASE 2 South 05°00'01" West 110.20 feet to a 5/8 inch iron rod; thence leaving said boundary North 87°37'46" East 170.06 feet to a 5/8 inch iron rod; thence North 66°34'14" East 152.38 feet to a 5/8 inch iron rod; thence North 89°26'58" East 174.95 feet to a 5/8 inch iron rod; thence North 74°58'49" East 61.97 feet to a 5/8 inch iron rod; thence North 89°26'58" East 110.00 feet to a 5/8 inch iron rod on the Westerly boundary of that tract recorded in Volume 197 Page 2865; thence continuing on said Westerly boundary North 00°33'02" West 632.31 feet to the point of beginning and terminus of this description.

PHASE 5

A parcel of land located in the East Half of the Northwest Quarter of Section Thirty-five (35), Township Seventeen (17) South, Range Twelve (12) East of the Willamette Meridian, City of Bend, Deschutes County, Oregon; the boundary of which is more particularly described as follows: Commencing at a 3 inch aluminum cap at the North Quarter corner of said Section 35; thence South 00°33'02" East 40.00 feet to a 5/8 inch iron rod on the Southerly right of way of Neff Road, said rod also being the Northwest corner of PROVIDENCE PHASE 4, a subdivision of record; thence along the Easterly boundary of said PROVIDENCE PHASE 4, South 00°33'02" East 632.31 feet to a 5/8 inch iron rod at the Southeast corner of said PROVIDENCE PHASE 4 and being the point of beginning of this description; thence along the Easterly boundary of that tract recorded in Volume 197, page 2865 of the Deschutes County Deed Records, South 00°33'02" East 536.24 feet to a 5/8 inch iron rod; thence leaving said boundary South 85°01'47" West 127.86 feet to a 5/8 inch iron rod; thence North 81°14'22" West 61.77 feet to a 5/8 inch iron rod; thence South 74°24'02" West 349.83 feet to a 5/8 inch iron rod at the Northeast corner of Lot 18, Block 5, of PROVIDENCE PHASE 3, a subdivision of record; thence along the boundary of said PROVIDENCE PHASE 3, North 89°55'00" West 180.89 feet to a 5/8 inch iron rod at the Southeast corner of Lot 14, Block 5, of said PROVIDENCE PHASE 3; thence along the boundary of PROVIDENCE PHASE 3, North 01°15'00" East 243.20 feet to a 5/8 inch iron rod at the Southeast corner of Lot 11, Block 5, PROVIDENCE PHASE 2, a subdivision of record; thence along the boundary of said PROVIDENCE PHASE 2, North 06°23'50" West 237.20 feet to a 5/8 inch iron rod at the Northeast corner of Lot 9, Block 5, of said PROVIDENCE PHASE

2; thence continuing on the boundary of said PROVIDENCE PHASE 2, North 45°33'08" East 94.83 feet to a 5/8 inch iron rod at the Southwest corner of Lot 63, Block 5, of said PROVIDENCE PHASE 4; thence along the boundary of said PROVIDENCE PHASE 4, North 87°37'46" East 170.06 feet to a 5/8 inch iron rod at the Southeast corner of Lot 62, Block 5, of said PROVIDENCE PHASE 4; thence along the boundary of said PROVIDENCE PHASE 4, North 66°34'14" East 152.38 feet to a 5/8 inch iron rod at the Southeast corner of Lot 61, Block 5, of said PROVIDENCE PHASE 4, thence along the boundary of said PROVIDENCE PHASE 4, North 82°26'58" East 174.95 feet to a 5/8 inch iron rod at the Southeast corner of Lot 50, Block 5 of said PROVIDENCE PHASE 4; thence along the boundary of said PROVIDENCE PHASE 4, North 74°58'49" East 61.97 feet to a 5/8 inch iron rod at the Southwest corner of Lot 15, Block 6, of said PROVIDENCE PHASE 4; thence along the boundary of said PROVIDENCE PHASE 4, North 89°26'58" East 110.00 feet to the point of beginning and terminus of this description.

PHASE 5A

A parcel of land located in the East one-half of the Northwest one-quarter (E1/2 NW1/4) of Section Thirty-five (35), Township Seventeen (17) South, Range Twelve (12) East of the Willamette Meridian, City of Bend, Deschutes County, Oregon; the boundary of which is more particularly described as follows: Commencing at a 3 inch aluminum cap at the North one-quarter corner of said Section 35; thence South 00°33'02" East 40.00 feet to a 5/8 inch iron rod on the Southerly right of way of Neff Road, said rod also being the northeast corner of Providence Phase 4, a subdivision of record; thence along the easterly boundary of said Providence Phase 4, South 00°33'02" East 632.31 feet to a 5/8 inch iron rod at the northeast corner of Providence Phase 5, a subdivision of record; thence along the easterly boundary of said Providence Phase 5, South 00°33'02" East 536.24 feet to a 5/8 inch iron rod at the southeast corner of said Providence Phase 5 and being the Initial Point and point of beginning of this description; thence along the boundary of said Providence Phase 5, South 85°01'47" West 127.86 feet to a 5/8 inch iron rod at the southwest corner of Lot 22, Block 6, of said Providence Phase 5; thence along the boundary of said Providence Phase 5, North 81°14'22" West 61.77 feet to a 5/8 inch iron rod at the southeast corner of Lot 23, Block 5, of said Providence Phase 5; thence along the boundary of said Providence Phase 5, South 74°24'02" West 349.83 feet to a 5/8 inch iron rod at the northeast corner of Lot 18, Block 5, of Providence Phase 3, subdivision of record; thence along the boundary of said Providence Phase 3, South 03°39'58" East 100.08 feet to a 5/8 inch iron rod at the southeast corner of Lot 18, Block 5 of said Providence Phase 3; thence along the boundary of said Providence Phase 3, South 23°28'07" East 63.78 feet to a 5/8 inch iron rod at the northeast corner of Lot 5, Block 4, of said Providence Phase 3; thence along the boundary of said Providence Phase 3, South 03°39'58" East 107.04 feet to a 5/8 inch iron rod at the southeast corner of Lot 5, Block 4, of said Providence Phase 3; thence leaving said boundary South 89°55'00" East 223.34 feet to a 5/8 inch iron rod; thence North 00°35'17" West 62.14 feet to a 5/8 inch iron rod; thence North 89°24'43" East 267.00 feet to the easterly boundary of that tract recorded in Volume 197 page 2865 of the Deschutes County Deed Records; thence along the easterly boundary of said tract North 00°35'17" West 187.84 feet to a 1/2 inch iron rod at the Center North 1/16 corner of said Section 35; thence along said boundary North 00°33'02" West 108.56 feet to the point of beginning and terminus of this description.

PHASE 6

A parcel of land located in the East Half of the Northwest Quarter of Section Thirty-five (35), Township Seventeen (17) South, Range Twelve (12) East of the Willamette Meridian, City of Bend, Deschutes County, Oregon; the boundary of which is more particularly described as follows: Commencing at a 3 inch aluminum cap at the North Quarter corner of said Section 35; thence along the Northerly boundary of said Section 35 North 89°55'00" West 1316.38 feet to a 1/2 inch iron rod at the West 1/16th corner between said Section 35 and Section 26; thence South 00°13'38" East 40.00 feet to a 5/8 inch iron rod on the Southerly right of way of Neff Road, and the Northwest corner of PROVIDENCE PHASE 1, a subdivision of record; thence along the Westerly boundary of said PROVIDENCE PHASE 1, South 00°13'38" East 518.00 feet to a 5/8 inch iron rod at the Northwest corner of PROVIDENCE PHASE 2; a subdivision of record; thence along the Westerly boundary of said PROVIDENCE PHASE 2; South 00°13'38" East 504.00 feet to a 5/8 inch iron rod at the Northwest corner of PROVIDENCE PHASE 3, a subdivision of record; thence along the Westerly boundary of said PROVIDENCE PHASE 3, South 00°13'38" East 254.82 feet to a 5/8 inch iron rod at the Northwest 1/16th corner of said Section 35; thence continuing on said boundary South 00°13'55" West 249.18 feet to the Northwest corner of that tract recorded in Volume 253 Page 1778 of the Deschutes County Deed Records; thence along the Westerly boundary of said tract South 00°13'55" East 500.50 feet to a 5/8 inch iron rod at the Southwest corner of said tract; thence along the Southerly boundary of said tract South 89°55'00" East 341.46 feet to a 5/8 inch iron rod at the point of beginning of this description; thence continuing on said boundary South 89°55'00" East 93.43 feet to a 5/8 inch iron rod at the

Southeast corner of said tract recorded in Volume 253 Page 1778; thence along the Easterly boundary of said tract along the arc of a 630 foot radius curve to the right 451.88 feet; the chord of which bears North 08°23'00" West 442.25 feet to a 5/8 inch iron rod on the Southerly boundary of said PROVIDENCE PHASE 3; thence along the Southerly boundary of PROVIDENCE PHASE 3, South 77°50'07" East 60.00 feet to 5/8 inch iron rod; thence continuing on said boundary South 77°50'07" East 82.50 feet to a 5/8 inch iron rod; thence continuing on said boundary North 38°12'24" East 114.38 feet to a 5/8 inch iron rod; thence continuing on said boundary South 89°55'00" East 251.00 feet to a 5/8 inch iron rod at the Southeast corner of Lot 5, Block 4 of said PROVIDENCE PHASE 3; thence leaving said boundary South 89°55'00" East 223.34 feet to a 5/8 inch iron rod; thence South 00°35'17" East 479.84 feet to a 5/8 inch iron rod; thence South 13°30'05" West 71.62 feet to a 5/8 inch iron rod; thence South 29°34'10" West 70.10 feet to a 5/8 inch iron rod; thence South 40°21'55" West 71.47 feet to a 5/8 inch iron rod; thence North 70°43'03" West 229.35 feet to a 5/8 inch iron rod; thence South 75°34'18" West 59.94 feet to a 5/8 inch iron rod; thence South 35°42'17" West 60.89 feet to a 5/8 inch iron rod; thence South 87°18'08" West 90.19 feet to a 5/8 inch iron rod; thence South 42°08'46" West 125.38 feet to a 5/8 inch iron rod; thence North 28°22'07" West 115.32 feet to a 5/8 inch iron rod; thence North 28°22'07" West 60.00 feet to a 5/8 inch iron rod; thence North 28°22'07" West 114.97 feet to a 5/8 inch iron rod at the point of beginning and terminus of this description.

PHASE 7

A parcel of land located in the East Half of the Northwest Quarter (E1/2 NW1/4) of Section Thirty-five (35), Township Seventeen (17) South, Range Twelve (12) East of the Willamette Meridian, City of Bend, Deschutes County, Oregon; the boundary of which is more particularly described as follows: Commencing at a 3 inch aluminum cap at the North quarter corner of said Section 35; thence along the northerly boundary of said Section 35 North 89°55'00" West 1316.38 feet to a ½ inch iron rod at the West 1/16th corner between said Section 35 and Section 26; thence South 00°13'38" East 40.00 feet to a 5/8 inch iron rod on the southerly right of way of Neff Road, and the northwest corner of Providence Phase 1, a subdivision of record; thence along the westerly boundary of said Providence Phase 1, South 00°13'38" East 518.00 feet to a 5/8 inch iron rod at the northwest corner of Providence Phase 2, a subdivision of record; thence along the westerly boundary of said Providence Phase 2, South 00°13'38" East 504.00 feet to a 5/8 inch iron rod at the northwest corner of Providence Phase 3, a subdivision of record; thence along the westerly boundary of said Providence Phase 3, South 00°13'38" East 254.82 feet to a 5/8 inch iron rod at the Northwest 1/16th corner of said Section 35; thence continuing on said boundary South 00°13'55" West 249.18 feet to the northwest corner of that tract recorded in Volume 253 Page 1778 of the Deschutes County Deed Records; thence along the westerly boundary of said tract South 00°13'55" East 500.50 feet to a 5/8 inch iron rod at the Initial Point and point of beginning of this description; thence along the boundary of that tract recorded in Volume 197 page 2865 of the Deschutes County Deed Records, South 00°13'55" East 567.70 feet to a 5/8 inch iron rod at the Center West 1/16th corner of said Section 35; thence continuing on said boundary South 89°54'11" East 1097.01 feet to a 5/8 inch iron rod; thence leaving said boundary North 00°05'49" East 95.00 feet to a 5/8 inch iron rod; thence North 18°50'00" West 85.00 feet to a 5/8 inch iron rod; thence North 33°47'56" West 86.43 feet to a 5/8 inch iron rod; thence North 03°50'24" West 69.25 feet to a 5/8 inch iron rod; thence North 33°47'52" West 100.00 feet to a 5/8 inch iron rod at the southeast corner of Lot 36, Block 4 of Providence Phase 6, a subdivision of record; thence along the boundary of said Providence Phase 6, North 70°43'03" West 229.35 feet to a 5/8 inch iron rod at the southeast corner of Lot 38, Block 4, of Providence Phase 6; thence continuing along the boundary of said Providence Phase 6, South 75° 34'18" West 59.94 feet to a 5/8 inch iron rod at the southwest corner of Lot 38, Block 4, of said Providence Phase 6; thence continuing along the boundary of said Providence Phase 6, South 35°42'17" West 60.89 feet to a 5/8 inch iron rod at the southwest corner of Lot 39, Block 4, of said Providence Phase 6; thence continuing along the boundary of said Providence Phase 6, South 87°18'08" West 90.19 feet to a 5/8 inch iron rod at the southeast corner of Lot 13, Block 3, of said Providence Phase 6; thence continuing along the boundary of said Providence Phase 6, South 42°08'46" West 125.38 feet to a 5/8 inch iron rod at the southwest corner of Lot 13, Block 3, of said Providence Phase 6; thence continuing along the boundary of said Providence Phase 6, North 28°22'07" West 290.29 feet to a 5/8 inch iron rod at the northwest corner of Lot 1, Block 3, of said Providence Phase 6, said point also being a point on the southerly boundary said tract recorded in Volume 253 Page 1778 of the Deschutes County Deed Records; thence along the southerly boundary of said tract North 89°55'00" West 341.46 feet to a 5/8 inch iron rod at the point of beginning and terminus of this description.

PHASE 8

A parcel of land located in the East Half of the Northwest Quarter (E1/2 NW1/4) of Section Thirty-five (35), Township Seventeen (17) South, Range Twelve (12) East of the Willamette Meridian, City of Bend, Deschutes County, Oregon; the boundary of which is more particularly described as follows: Commencing at a 3 inch aluminum cap at the North quarter corner of said Section 35; thence South 00°33'02" East 40.00 feet to a 5/8 inch iron rod on the Southerly right of way of Neff Road, said rod also being the northeast corner of Providence Phase 4, a subdivision of record; thence along the easterly boundary of said Providence Phase 4, South 00°33'02" East 632.31 feet to a 5/8 inch iron rod at the northeast corner of Providence Phase 5, a subdivision of record; thence along the easterly boundary of said Providence Phase 5, South 00°33'02" East 536.24 feet to a 5/8 inch iron rod at the northeast corner of Providence 5A; a subdivision of record; thence along the easterly boundary of said Providence Phase 5A, South 00°33'02" East 108.56 feet to a ½ inch iron rod at the Center North 1/16th corner of said Section 35; thence continuing along the boundary of Providence Phase 5A, South 00°35'17" East 187.84 feet to a 5/8 inch iron rod at the southeast corner of said Providence Phase 5A said point being the Initial Point and point of beginning of this description; thence along the boundary of said Providence Phase 5A, South 89°24'43" West 267.00 feet to a 5/8 inch iron rod at the southwest corner of Lot 1, Block 4 of said Providence Phase 5A; thence along the boundary of Providence Phase 5A, South 00°35'17" East 62.14 feet to a 5/8 inch iron rod at the northeast corner of Lot 16 & 17, block 4, of Providence Phase 6, a subdivision of record; thence along the boundary of said Providence Phase 6, South 00°35'17" East 479.84 feet to a 5/8 inch iron rod at the southeast corner of Lot 33, Block 4, of said Providence Phase 6; thence along the boundary of said Providence Phase 6, South 13°30'05" West 71.62 feet to a 5/8 inch iron rod on the boundary of said Providence Phase 6; thence along the boundary of said Providence Phase 6, South 29°34'10" West 70.10 feet to a 5/8 inch iron rod at the southeast corner of Lot 34, Block 4 of said Providence Phase 6; thence along the boundary of said Providence Phase 6, South 40°21'55" West 71.47 feet to a 5/8 inch iron rod at the northeast corner of Lot 43, Block 4, of Providence Phase 7, a subdivision of record; thence along the boundary of said Providence Phase 7, South 33°47'52" East 100.00 feet to a 5/8 inch iron rod at the southeast corner of said Providence Phase 7; thence along the boundary of said Providence Phase 7, South 03°50'24" East 69.25 feet to a 5/8 inch iron rod at the northeast corner of Lot 21, Block 7, of said Providence Phase 7; thence along the boundary of said Providence Phase 7, South 33°47'56" East 86.43 feet to a 5/8 inch iron rod at the northeast corner of Lot 22, Block 7, of said Providence Phase 7; thence along the boundary of said Providence Phase 7, South 18°50'00" East 85.00 feet to a 5/8 inch iron rod at the northeast corner of Lot 23, Block 7, of said Providence Phase 7; thence along the boundary of said Providence Phase 7, South 00°05'49" West 95.00 feet to a 5/8 inch iron rod on the Southerly boundary of that tract of land recorded in Volume 197 Page 2865 of the Deschutes County Deed Records; thence along the southerly boundary of said tract South 89°54'11" East 235.00 feet to a ½ inch iron rod at the Center quarter corner of said Section 35; thence along the easterly boundary of said tract North 00°35'17" West 1129.70 feet to a 5/8 inch iron rod at the point of beginning and terminus of this description.

PROVIDENCE SUBDIVISION HOMEOWNERS ASSOCIATION

BY: E. Clinkscales
Ema Eliana Clinkscales, President, PHA

STATE OF OREGON, COUNTY OF DESCHUTES)ss.

I, Ema Eliana Clinkscales, being first duly sworn, depose and say that I am the president of the Providence Homeowners Association, that I acknowledge the Declaration of Covenants, Conditions and Restrictions set forth herein and that all statements made in this instrument are true and correct as to information and belief.

Subscribed and sworn to before me this 17 day of September, 2007 by Ema Eliana Clinkscales.

BY: Ashley Coleman
County of Deschutes
State of Oregon

