

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

MIDA ADDITION SUBDIVISON

The undersigned Ivancovich Mobile Homes Inc., an Oregon Corporation being the owner and developer of all the real property situated in Mida Addition Subdivison according to the duly recorded plot thereof on file in the office of the Clerk of Deschutes County, in order to insure that said Mida Addition Subdivision shall be developed and maintained in an orderly manner and to protect the value, desirability and attractiveness of the individual dwellings and the entire neighborhood, does hereby adopt the following covenant, conditions and restrictions and hereby subjects all the land within the Mida Addition Subdivision to the following building and use restrictions:

1. Use:

Each lot shall be used for residential use only and no more than one single family dwelling shall be allowed on each lot.

2. Specification:

All lots must have at least one wood frame carport or garage and at least one other off-street parking space. Double car garages will be encouraged. All carports must have no less than 50 feet of storage room floor space each. All detached storage buildings, garages, carports shall have material the same as the dwelling exterior including siding and color.

3. Building location:

- a. Must conform to local governmental body and building ordinances and restrictions.
- b. Each Building shall be located on each parcel so as to keep compatible as possible with natural surroundings and with other houses.

4. Fences and Hedges:

Must conform to local governmental body and building ordinances and restrictions.

5. Time of Construction:

All buildings constructed must be completed within six

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REDMOND, OREGON 97756

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months from the date construction is commenced, exclusive of inside finish work.

6. Building exteriors:

The use of new material on all exterior surfaces will be required, used brick will be permissible. It is desired that exterior material used be indigenous to the northwest. No vertical aluminum or vertical metal siding will be allowed.

7. Mobile structures:

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, except modular homes constructed to conform with restrictions and covenants stated herein.

8. Accessory buildings:

Will be allowed provided they are located more than fifty (50) feet from a street line. Such structures must generally conform to the architectural design and finish of the home proper and may not be used for living purposes. All such structures must be completed and painted within six months of first construction.

9. Driveways:

All driveways are to be concrete or asphalt and there shall be no excavation on any lot for gravel or cinders.

10. Landscape timing:

All front yards shall be landscaped within six (6) months after the exterior of a residence is finished. Landscaping shall be done in a professional looking manner.

11. Sewage:

All dwellings shall have an individual sewage disposal system or sewer installed in compliance with the requirements of the State Sanitary Authority or health authority having jurisdiction.

12. Cleanliness:

Each parcel and its improvements shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard or visual pollution.

13. Excessive vehicles:

No disabled motor vehicles are to be on the property at any time. Motor vehicle parts are not to be left outside of the garage or other buildings.

14. Nuisances:

No noxious 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.

15. 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.

16. Signs:

No sign of any kind, shall be displayed to the public view on any lots except one professional sign of not more than five 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.

17. Livestock and Poultry:

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats, or other household pets that may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

18. Term:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which said covenants shall automatically be extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or part. These restrictions may be voided by any action of eminent domain.

19. Enforcement:

These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of Mida Addition Subdivision, and it is intended hereby that any such person shall have the right to prosecute such proceedings at law or in equity as may be

appropriate to enforce the restrictions herein set forth, including a suit for injunction or for damages.

20. Invalidation:

Invalidation of any one of these forgoing covenants, restrictions or conditions or any portion thereof by court order, judgment or decree shall in no way affect any of the other remaining provisions hereof which shall, in such case, continue to remain in full force and effect.

21. Binding:

The foregoing conditions and restrictions shall bind and inure to the benefit of each of the owners or occupants of any portion of Mida Addition Subdivision and each of their legal representatives, heirs, successors or assigns, and a failure, either by the owners or their legal representatives, heirs, successors or assigns, to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

22. Omissions or Conflict:

When these covenants do not cover a situation, the rules and regulations of Deschutes County shall be applied. In all cases where there are conflicting rules showing a difference in requirements, the stricter of the two is to be used. The decision of the developer shall govern in determining which rules are the strictest.

23. Amendment to Restrictions:

These restrictions may be amended or modified at any time by the affirmative vote of two-thirds of the then owners of the parcels in Mida Addition Subdivision. For this purpose the record owner of each parcel of land described above shall be entitled to one vote.

The foregoing covenants, conditions and restriction supercede and replace any prior covenants, conditions and restrictions for Mida Addition Subdivision heretofore filed of record.

Dated this 31 day of July, 1984..

Ivncovich Mobile Homes Inc.

By:


Ivan M. Ivncovich,
President

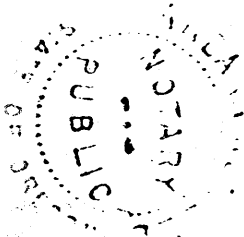
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STATE OF OREGON)
County of Deschutes) ss. July 21, 1984

Personally appeared the above named Ivan M. Ivancovich, President of Ivancovich Mobile Homes Inc., who, being first duly sworn, did say that the foregoing Declaration of Covenants, Conditions, Conditions and Restrictions was signed in behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be its voluntary act and deed.

Before me: *Barbara Dunsell*
NOTARY PUBLIC FOR OREGON
My commission expires 11-28-87



STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

1984 AUG 20 AM 9:26

MARY SUE PENHOLLOW
COUNTY CLERK

BY. *Phyllis Lee* DEPUTY
NO. 84-14412 REC. 21
DESCHUTES COUNTY OFFICIAL RECORDS

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