

PROTECTIVE COVENANTS FOR THE SUBDIVISION OF
PHEASANT HILL ADDITION
DESCHUTES COUNTY, OREGON

PART A. PREAMBLE

This Declaration of conditions and restrictions made this 15th day of March, 1972, by CLYDE W. PURCELL and MARY LOU PURCELL, husband and wife, owners of that real property situated in the Town of Bend, County of Deschutes, State of Oregon, more particularly described as follows:

PHEASANT HILL ADDITION, according to the map thereof, filed in the Office of the County Recorder of Deschutes, State of Oregon, under File No. _____.

PART B. AREA OF APPLICATION

WHEREAS, the Owners before selling and conveying any of said lots, desires to subject all lots in PHEASANT HILL ADDITION to Part C. in their entirety.

PART C. RESIDENTIAL AREA COVENANTS

C-1. **LAND USE AND BUILDING TYPE.** No lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

C-2. **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to typography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be provided in Part D.

C-3. **DWELLING COST, QUALITY AND SIZE.** No dwelling shall be permitted on any lot at a cost of less than \$15,000.00 based upon cost levels prevailing on the date these covenants are recorded it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 825 square feet for a one-story dwelling, nor less than 850 square feet for a dwelling of more than one-story.

C-4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side street line.

(b) No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 25 feet or more from the minimum building set back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

(c) For the purpose of this covenant, caves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7000 square feet.

C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 of 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.

C-7. NUISANCES. No noxious or 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.

C-8. 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 residence either temporarily or permanently.

C-9. SIGNS. No signs shall be displayed on any lot except those approved by the architectural control committee.

C-10. OIL AND MINING OPERATION. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts

be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-12. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-13. **WATER SUPPLY.** No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Deschutes County Department of Health. Approval of such system as installed shall be obtained from such authority.

C-14. **SEWAGE DISPOSAL.** No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Deschutes County Department of Health. Approval of such system as installed shall be obtained from such authority.

Part D. **ARCHITECTURAL CONTROL COMMITTEE**

D-1. **MEMBERSHIP.** The architectural Control Committee is composed of:

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|-----------------------|----------------------------------|
| 1. Clyde W. Furrrell | 728 E. Greenwood - Bend, Oregon |
| 2. Barrett G. Hillis | 45 Cimarron Drive - Bend, Oregon |
| 3. Bradley D. Fancher | 1044 Bond Street - Bend, Oregon |

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At anytime, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. **PROCEDURE.** The committee's approval or disapproval as required in these covenants shall be in writing.

Part E. GENERAL PROVISION

E-1. 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 Thirty years from the date these covenants are recorded, 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.

E-2. NOTICE OF CLAIM OF BREACH. That the owner may at any time that they deem a breach of these conditions and restrictions has occurred, execute, acknowledge and record in the Records' Office of Deschutes County, a Notice of Claim of Breach setting forth the facts of such breach, notice, upon being recorded, shall be notice to all persons of such breach, provided an action has been commenced within sixty (60) days after the recording of such notice to establish such breach, and if no such action has been commenced within such sixty-day period, then and in that event such notice shall be of no force and effect whatsoever and the breach set forth in said notice shall be presumed to have been remedied.

E-3. ENFORCEMENT. 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.

E-4. SEVERABILITY. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Part F. ATTEST

In witness whereof, said owners has caused his name to be affixed hereto.

Signed

[Signature] Mary Lou Purcell

STATE OF OREGON, } ss.
County of Deschutes }

_____, 1972

Personally appeared the above named Clyde W. Purcell and Mary Lou Purcell and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: September 30, 1973

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument as written was presented for Record on 13 day of May 1972 at 2:22 o'clock P.M. and recorded in Book 183 on Page 77. Records of _____

ROSEMARY PATTERSON

County Clerk