

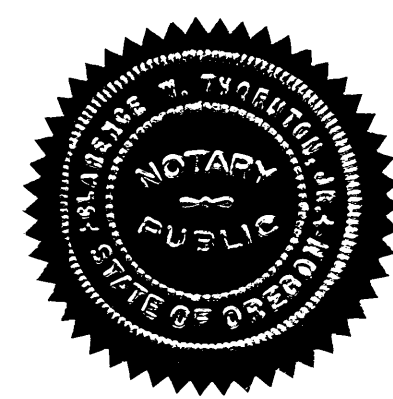
FILED  
1974  
ROSEMARY PATTERSON  
DESCHUTES COUNTY CLERK

# PLAT OF HOLLIDAY PARK, FIRST ADDITION

LOCATED IN THE NW 1/4 SE 1/4 & SW 1/4 NE 1/4,  
SECTION 27, TOWNSHIP 17 SOUTH, RANGE 12 EAST, W.M.  
CITY OF BEND, DESCHUTES COUNTY, OREGON

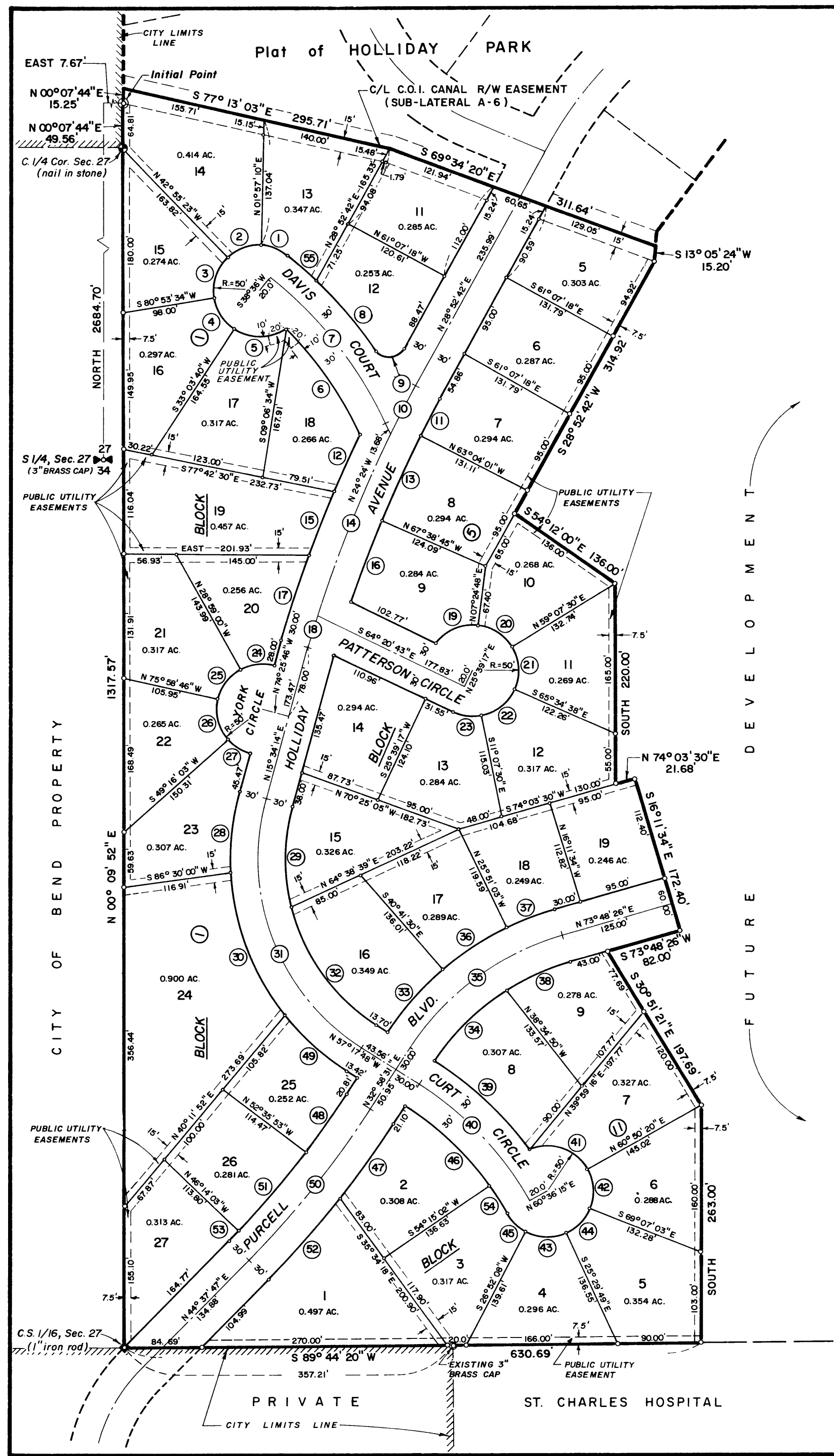
## SURVEYOR'S CERTIFICATE

I, James E. Bussard, a registered land surveyor for the State of Oregon, being first duly sworn, depose and say that I have correctly surveyed and marked with legal monuments the land represented on the annexed plat of HOLLIDAY PARK, FIRST ADDITION in the NW 1/4 SE 1/4 and the SW 1/4 NE 1/4, Section 27, Township 17 South, Range 12 East, W.M., City of Bend, Deschutes County, Oregon; that a 2"x36" iron pipe with a 3" brass cap was set at the initial point and that the property platted is described as follows:  
Commencing at the initial point which is 7.67 feet East and 2684.70 feet North of the South one-quarter corner of Section 27, Township 17 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon, said point also being on the North-South center section line of said Section 27; thence along said line North 00°07'44" East, 15.25 feet; thence leaving said line South 77°13'03" East, 295.71 feet along the centerline of a 30 foot wide right-of-way easement for the C.O.I. canal sub-lateral A-6; thence along said centerline South 69°34'20" East, 311.64 feet; thence leaving said centerline South 13°05'24" West, 15.20 feet; thence South 28°52'42" West, 314.92 feet; thence South 54°12'00" East, 136.00 feet; thence SOUTH, 220.00 feet; thence North 74°03'30" East, 21.68 feet; thence South 16°11'34" East, 172.40 feet; thence South 73°48'26" West, 82.00 feet; thence South 30°51'21" East, 197.69 feet; thence SOUTH, 263.00 feet to a point on the south line of the NW 1/4 SE 1/4 of said Section 27; thence along said line South 89°44'20" West, 630.69 feet to the center-south 1/16 corner of said Section 27; thence along the north-south center section line of said Section 27, North 00°09'52" East, 1317.57 feet to the center one-quarter corner of said Section 27; thence continuing along said line North 00°07'44" East, 49.56 feet to the initial point of this subdivision.



*James E. Bussard*  
Notary Public for the State of Oregon  
Date August 30, 1974  
My Commission Expires April 23, 1977

*James E. Bussard*  
Surveyor



DEVELOPMENT FUTURE

### CURVE DATA

NO.	CEN. ANGLE	RADIUS	ARC	TAN.	CHORD
1	36°38'50"	50.00	31.98	16.56	31.44
2	44°52'33"	50.00	39.16	20.65	38.17
3	56°11'03"	50.00	49.03	26.69	47.09
4	47°49'54"	50.00	41.74	22.17	40.54
5	69°32'08"	50.00	60.68	34.71	57.03
6	20°07'14"	406.91	142.90	72.19	142.16
7	26°56'22"	436.91	205.43	104.65	203.54
8	12°03'01"	466.91	98.20	49.28	98.02
9	116°58'13"	20.00	40.83	32.62	34.10
10	02°35'33"	1343.42	60.79	30.40	60.78
11	01°56'43"	1313.42	44.59	22.30	44.59
12	03°00'00"	1373.42	71.91	35.96	71.90
13	04°34'44"	1313.42	104.96	52.51	104.94
14	09°11'16"	1343.42	215.43	107.94	215.20
15	02°58'33"	1373.42	71.33	35.67	71.33
16	04°06'06"	1313.42	94.79	47.42	94.77
17	04°06'25"	1373.42	99.25	49.64	99.22
18	01°31'25"	1343.42	35.72	17.86	35.72
19	60°13'13"	50.00	52.55	29.00	50.17
20	51°42'42"	50.00	45.13	24.23	43.61
21	55°17'52"	50.00	48.26	26.19	46.41
22	54°27'08"	50.00	47.52	25.73	45.75
23	36°46'47"	50.00	32.10	16.62	31.55
24	44°33'14"	50.00	38.88	20.48	37.91
25	46°59'46"	50.00	41.01	21.74	39.87
26	54°45'11"	50.00	47.78	25.89	45.98
27	33°41'49"	50.00	29.41	15.14	28.98
28	19°04'14"	276.91	92.17	46.51	91.74

NO.	CEN. ANGLE	RADIUS	ARC	TAN.	CHORD
29	29°49'59"	216.91	112.94	57.78	111.67
30	34°45'00"	276.91	167.95	86.65	165.38
31	72°52'02"	246.91	314.01	182.26	293.28
32	43°02'03"	216.91	162.92	85.52	159.12
33	16°21'26"	325.53	92.94	46.79	92.62
34	23°46'34"	265.53	110.19	55.90	109.40
35	40°49'55"	295.53	210.61	110.00	206.18
36	14°50'27"	325.53	84.32	42.40	84.08
37	09°39'29"	325.53	54.87	27.50	54.81
38	17°01'26"	265.53	78.90	39.74	78.61
39	20°37'39"	392.31	141.24	71.39	140.48
40	27°55'32"	362.31	176.59	90.08	174.84
41	82°20'50"	50.00	71.86	43.73	65.83
42	50°02'37"	50.00	43.67	23.34	42.30
43	52°21'57"	50.00	45.70	24.58	44.12
44	43°37'14"	50.00	38.07	20.01	37.15
45	33°44'07"	50.00	29.44	15.16	29.02
46	21°34'19"	332.31	125.12	63.31	124.38
47	05°15'29"	1074.91	98.65	49.36	98.61
48	04°25'36"	1014.91	78.41	39.23	78.39
49	19°02'48"	276.91	92.05	46.46	91.63
50	11°39'16"	1044.91	212.54	106.64	212.18
51	06°21'50"	1014.91	112.73	56.42	112.67
52	06°25'47"	1074.91	120.00	60.06	119.94
53	00°51'50"	1014.91	15.30	7.65	15.30
54	06°21'13"	332.31	36.85	18.44	36.83
55	05°11'54"	466.91	42.36	21.20	42.35

- GENERAL NOTES:
- All lots shall be serviced by the City of Bend Sanitary Sewer & Domestic Water Systems.
  - All streets are public ways.
  - ACREAGES -  
Lots - 13.126 acres  
Streets - 3.665 acres  
Total Plat - 16.791 acres
  - Individual acreages shown on each lot.
  - Total number of lots - 41
  - No lot shall be divided into smaller parcels than shown on plat.
  - Building setback lines shall comply as per R-2 zone.
- o - Denotes 5/8" iron rod w/ plastic cap set

SCALE - 1" = 100'

B 172

PLAT OF  
HOLLIDAY PARK, FIRST ADDITION

LOCATED IN THE NW 1/4 SE 1/4, & SW 1/4 NE 1/4,  
SECTION 27, TOWNSHIP 17 SOUTH, RANGE 12 EAST, W.M.  
CITY OF BEND, DESCHUTES COUNTY, OREGON

DEDICATION

We, Bud P. Holliday, Lois A. Holliday, Clyde W. Purcell and Mary Lou Purcell, as owners of the land shown on the annexed plat of HOLLIDAY PARK, FIRST ADDITION and being more particularly described in the Surveyor's Certificate hereunto attached, hereby dedicate to the public forever, the use of all parks, streets and easements as shown on said plat and we declare that the annexed plat of HOLLIDAY PARK, FIRST ADDITION to the City of Bend to be correct as located in Section 27, Township 17 South, Range 12 East, W.M., Deschutes County, Oregon.

Bud P. Holliday  
Bud P. Holliday

Lois A. Holliday  
Lois A. Holliday

Clyde W. Purcell  
Clyde W. Purcell

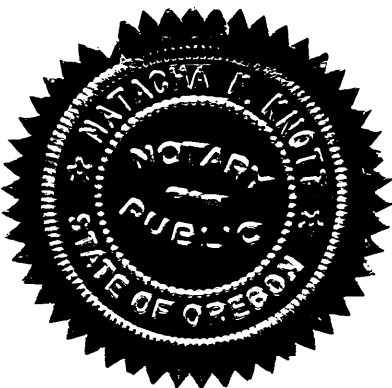
Mary Lou Purcell  
Mary Lou Purcell

ACKNOWLEDGEMENT

On this 31st day of January, 1976, before me, a Notary Public for the State of Oregon, appeared Bud P. Holliday, Lois A. Holliday, Clyde W. Purcell and Mary Lou Purcell, all known to me, who being duly sworn, say that they did sign this instrument of their free and voluntary act.

Katasha K. Kott  
Notary Public for the State of Oregon

My Commission Expires July 12, 1976



APPROVAL

The annexed plat of HOLLIDAY PARK, FIRST ADDITION has been examined and approved.

Deschutes County Commissioners Donald F. Gault 10-7, 1976  
Albert A. Young 10-7, 1976  
Chairman, City Planning Commission Virginia White 9-27, 1976  
City Engineer John Joyce 9-28, 1976  
City Recorder James W. Keyser 10-7, 1976  
Mayor, City of Bend John B. Stenkamp 10-7, 1976  
Chairman, C. O. I. District Bertel Nelson 9-4, 1976  
Deschutes County Assessor W. J. Prust Oct 7, 1976

ASSESSOR'S CERTIFICATE

I hereby certify that all ad valorem taxes and all special assessments, fees and other charges required by law to be placed on the 1976-77 tax roll which became a lien on this subdivision or will become a lien during this calendar year but not yet certified to the tax collector for collection, have been paid to me.

By W. J. Prust  
Deschutes County Assessor

Date Oct 7,, 1976

DESCHUTES COUNTY TAX COLLECTOR

I certify that all taxes are paid as of this date October 5, 1976

By [Signature]

**NOTICE  
REGARDING  
CERTAIN DISCRIMINATORY RESTRICTIONS, IF APPLICABLE**

***Omitted from the attached document is any covenant or restriction that is based upon, but not necessarily limited to, race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal law, except to the extent that such covenant or restriction is permitted by applicable law.***

Oregon Version 20150707

PROTECTIVE COVENANTS FOR THE SUBDIVISION OFHOLLIDAY PARK FIRST ADDITIONDESCHUTES COUNTY, OREGON

KNOW ALL MEN BY THESE PRESENTS: That the undersigned CLYDE W. PURCELL and MARY LOU PURCELL, owners of HOLLIDAY PARK FIRST ADDITION, do hereby declare that said property and the whole thereof shall be subject to the following covenants, conditions and restrictions which shall run with the land and be for the benefit thereof, to wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for single or multi family residential purposes, except all of Block Eleven (11).

2a. CONDITIONS OF OWNERSHIP: No fences, hedges, walls, patios, overhangs, or any other structure shall be erected or maintained upon any lot subject hereto except such as are installed in accordance with the initial construction, or as may be approved by the Architectural Control Committee, as hereinafter established.

2b. An Architectural Control Committee is hereby established. It shall consist of three members, and shall initially be composed of Clyde W. Purcell, Natacha K. Clafflin and Bradley D. Fancher. A majority of the Committee may designate a representative to act for it. In case of the death or resignation of any member(s) of the Committee, the remaining member(s) shall have full authority to designate a successor(s). Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed by such member. In the event that the deaths or resignations of all member of the committee shall occur without successors having been appointed, the majority of the property title holders shall have full power to designate successors. The Committee's approval or disapproval as required herein shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove plans and specifications within thirty (30) days after same have been submitted to it, or in any event, 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. Nothing herein contained shall be construed to limit or prohibit Declarant in maintaining temporary buildings or structures upon any portion of the subject property for purposes connected with its construction and/or sales program.

2c. All clothes lines, equipment, service yards, wood piles or storage piles shall be kept screened by adequate plantings so as to conceal them from view of neighboring lots and streets. All rubbish, trash or garbage shall be removed from the lots and shall not be allowed to accumulate thereon.

2d. No swine, horses, cows, turkeys, geese, chickens, ducks, pigeons, goats, rabbits, hares, or animals usually termed "farm animals" or "poultry" shall be kept or allowed to be kept on any of subject lots. No commercial dog raising or cat raising, whether or not such constitutes the operation of a kennel within the meaning of the Bend City ordinances shall be conducted within subject property.

2e. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) 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. Nothing herein contained shall prohibit or restrict in any way the right of Declarant to construct such promotional signs or other sales aids on or about any portion of the subject property which it shall deem reasonable necessary in conjunction with its original construction and/or sales program.

2f. 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.

2g. Parking areas and carports shall be used for the purpose of parking and storing passenger automobiles. The use of said spaces for parking and storing of boats, campers, trailer, or other vehicles may be made the subject of rules to be adopted by the Architectural Control Committee. Each parking area and carport shall be kept clean and neat by the owner of the residence unit on which the same may be located. There shall be no use made of any such space which creates an unsightly appearance or which may cause damage to any residence unit.

2h. No radio or television receiving or transmitting antennae or external apparatus shall be installed in or upon any residence unit without prior written approval of the Architectural Control Committee. Normal radio and television installations within a building are excepted. Installation of a television cable to service each residence unit may be arranged. If such a television cable is installed and is maintained, then the owners agree not to install on their residence units or any portion thereof any outside television antennae so long as such cable is available.

3. LOT AREA AND BUILDING LOCATION: All requirements herein shall comply with City of Bend Zoning Ordinances.

4. DILIGENCE IN CONSTRUCTION REQUIRED: Any work in constructing and erecting any building or other structure shall be prosecuted diligently from the commencement thereof and the same shall be completed within a reasonable time in accordance with the requirements contained.

5. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

6. TERM: These covenants are to be 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 of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants whole or in part.

7. 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 and may be brought by any property owner in the Addition.

8. SEVERABILITY: Invalidation 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.

DATED THIS 8th day of October 1976.

Clyde W. Purcell  
CLYDE W. PURCELL

Mary Lou Purcell  
MARY LOU PURCELL

STATE OF OREGON, County of Deschutes: ss.

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

Kathleen K. Clafflin  
Notary Public for Oregon  
My commission expires June 28, 1980

Protective Covenants, Holliday Park First Addition Page 3 of 3

STATE OF OREGON, County of Deschutes: ss.

7503

I certify that the within instrument was received for record on the 8 day of October 1976, at 12:07 o'clock P.M., and recorded in book 238 on page 768, Record of Deeds of said county.

Witness my hand and seal of County affixed.

Rosemary Patterson  
ROSEMARY PATTERSON Recording Officer

By: Robert K. Kipp  
Deputy

**NOTICE  
REGARDING  
CERTAIN DISCRIMINATORY RESTRICTIONS, IF APPLICABLE**

***Omitted from the attached document is any covenant or restriction that is based upon, but not necessarily limited to, race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal law, except to the extent that such covenant or restriction is permitted by applicable law.***

Oregon Version 20150707

24176

HOLLIDAY PARK FIRST ADDITIONDESCHUTES COUNTY, OREGON  
Modified Protective Covenants

VOL 250 PAGE 82

KNOW ALL MEN BY THESE PRESENTS that the undersigned CLYDE W. PURCELL and MARY LOU PURCELL being all of the owners of HOLLIDAY PARK FIRST ADDITION, do hereby modify the Protective Covenants heretofore filed recorded in Volume 238, Deed Records at Page 768, Deschutes County, Oregon as follows:

Modify paragraph #1 to read as follows:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes, except at the discretion of the Architectural Control Committee, all of Block Eleven (11) may be used for commercial purposes.

Dated this 19th day of APRIL 1977.

  
CLYDE W. PURCELL

  
MARY LOU PURCELL

STATE OF OREGON: County of Deschutes: ss:

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

  
Notary Public for Oregon  
My commission expires June 28, 1980

STATE OF OREGON, County of Deschutes: ss:

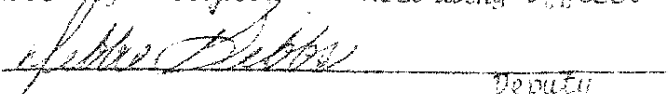
24176

I certify that the within instrument was received for record on the 10 day of May 1977, at 3:50 o'clock P M., and recorded in Book 250 on Page 82, Record of Deeds of said county.

Witness my hand and seal of County affixed.

  
Rosemary Patterson - Recording Officer

By:

  
Deputy



**NOTICE  
REGARDING  
CERTAIN DISCRIMINATORY RESTRICTIONS, IF APPLICABLE**

***Omitted from the attached document is any covenant or restriction that is based upon, but not necessarily limited to, race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal law, except to the extent that such covenant or restriction is permitted by applicable law.***

Oregon Version 20150707

89-32859

AMENDMENT TO PROTECTIVE COVENANTS  
AND CONDITIONS FOR  
HOLIDAY PARK FIRST ADDITION

WHEREAS, the Protective Covenants for the Subdivision of Holiday Park First Addition, Deschutes County, Oregon, were recorded in Volume 238, Page 768, Deed Records, Deschutes County, Oregon, and

WHEREAS, there remain unsold properties within said Subdivision known as Holiday Park First Addition,

NOW, THEREFORE, the undersigned, Clyde W. Purcell and Mary Lou Purcell, being the owners of lots that are unsold as of the date of this Amendment hereby amend the Protective Covenants for the Subdivision of Holiday Park First Addition as follows:

1. Paragraph 2a is hereby deleted and in its place is hereby inserted the following:

2a. No improvement, including but not limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining walls and stairs, decks, signs, storage areas and all other structures shall be erected, placed, altered, maintained 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 Architectural Control Committee established below.

DATED this 22<sup>nd</sup> day of NOVEMBER, 1989.

  
CLYDE W. PURCELL

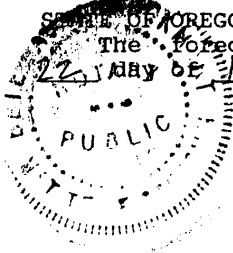
  
MARY LOU PURCELL

- 1 - AMENDMENT TO CC&R'S (PURC04)

Gray Fancher Holmes Hurley Bryant & Lovlien  
Attorneys At Law

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 582-4551 Telecopier (503) 589-5586

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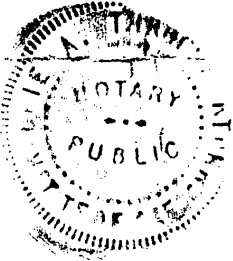
STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 22 day of November, 1989, by CLYDE W. PURCELL.

Bessie A. Shrockmorton  
Notary Public for Oregon  
My Commission Expires 1-2-93

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 22 day of November, 1989, by MARY LOU PURCELL.



Bessie A. Shrockmorton  
Notary Public for Oregon  
My Commission Expires 1-2-93

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:

89 DEC -8 PM 3:30

MARY SUE PENHOLLOW  
COUNTY CLERK

BY: P. Leek DEPUTY

NO. 89-32859 FEE 10-

DESCHUTES COUNTY OFFICIAL RECORDS

- 2 - AMENDMENT TO CC&R'S (PURC04)

Gray Fancher Holmes Hurley Bryant & Lovlien  
Attorneys At Law

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 582-4551 Telecopier (503) 589-5586

When recorded, return to:

Paul J. Taylor  
Bryant, Lovlien & Jarvis, P.C.  
591 SW Mill View Way  
Bend, OR 97702

Deschutes County Official Records	<b>2020-37911</b>
<b>D-CCR</b>	
Stn=1 BN	<b>07/31/2020 03:27 PM</b>
\$95.00 \$11.00 \$10.00 \$61.00 \$6.00	<b>\$203.00</b>
\$20.00	
I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Nancy Blankenship - County Clerk	

## **SECOND AMENDMENT TO PROTECTIVE COVENANTS FOR THE SUBDIVISION OF HOLLIDAY PARK, FIRST ADDITION**

This SECOND AMENDMENT TO PROTECTIVE COVENANTS FOR THE SUBDIVISION OF HOLLIDAY PARK, FIRST ADDITION (this "**Second Amendment**") is made by the undersigned, who are a majority of owners (the "**Owners**") of lots in the Holliday Park, First Addition subdivision (the "**Property**").

- A. The Property, consisting of 41 lots, is a subdivision in Bend, Deschutes County, Oregon.
- B. The Property was made subject to the Protective Covenants for the Subdivision of Holliday Park First Addition, recorded October 8, 1976 in Book 238, Page 768, Deschutes County Record of Deeds (the "**Declaration**"); as amended by that certain Holliday Park First Addition Modified Protective Covenants, recorded May 10, 1977, in Book 250, Page 82, Deschutes County Record of Deeds (the "**Modification**"); and as further amended by that certain Amendment to Protective Covenants and Conditions for Holiday Park First Addition, recorded December 8, 1989, as Document No. 89-32859, Deschutes County Official Records (the "**First Amendment**"). (Misspelling of "Holiday" in First Amendment is as shown in recorded document.)
- C. A portion of the Property consists of nine (9) lots, designated Lots 1-9, Block 11, on the recorded plat for the Property (the "**Block 11 Lots**"). Pursuant to the Modification, all of the Block 11 Lots may be used for commercial purposes.
- D. Paragraph 2a of the Declaration, as amended, provides, among other things, that no signs may be placed on any of the Property without written approval of the Architectural Control Committee. Paragraph 2e of the Declaration places restriction on the size and types of signs permitted on any of the Property's lots.
- E. Paragraph 6 of the Declaration, as amended, provides that the declaration may be amended by recording an instrument signed by a majority of the then owners of the Property's lots.
- F. The Owners, representing a majority of the owners of the Property's lots, in recognition of the allowed commercial use of the Block 11 Lots, desire to amend the Declaration to allow the placement of signs on the Block 11 Lots without approval of the

Architectural Control Committee, and to except the Block 11 Lots from the restrictions on the size and type of allowed signs.

Pursuant to Article 6 of the Declaration, the Owners amend the Declaration as follows:

## **SECTION 1. AMENDMENTS**

**1.1** Paragraph 2a of the Declaration is amended in its entirety to read as follows:

2a. No improvement, including but not limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining walls and stairs, decks, signs, storage areas and all other structures shall be erected, placed, altered, maintained 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 Architectural Control Committee established below. Notwithstanding the foregoing, the owner(s) of the Block 11 Lots may place signs on the Block 11 Lots without approval of the Architectural Review Committee.

**1.2** Paragraph 2e of the Declaration is amended in its entirety to read as follows:

2e. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) 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. Nothing herein contained shall prohibit or restrict in any way the right of Declarant to construct such promotional signs or other sales aids on or about any portion of the subject property which it shall deem reasonable necessary in conjunction with its original construction and/or sales program. Notwithstanding the foregoing, the owner(s) of the Block 11 Lots may place such signs on the Block 11 Lots as the owner(s) of the Block 11 Lots deem necessary or appropriate for the operation of the Block 11 Lots.

## **SECTION 2. MISCELLANEOUS**

**2.1** Capitalized terms used, but not otherwise defined, in this Second Amendment shall have the meanings given such terms in the Declaration.

**2.2** Except as expressly amended by this Second Amendment, the Declaration remains unchanged and in full force and effect.

**2.3** If any provision of this Second Amendment is found by a court of competent jurisdiction to be unenforceable in any respect, such unenforceability shall not impair the enforceability of the provision in any other respect, or the enforceability of the remaining provisions.


*[Signatures on following pages.]*

The undersigned Owners cause this Second Amendment to be executed effective as of the day this Second Amendment is recorded in the Deschutes County Official Records, Oregon and certify that the Owners represent not less than a majority of all Owners of lots in the Property.

**OWNERS:**

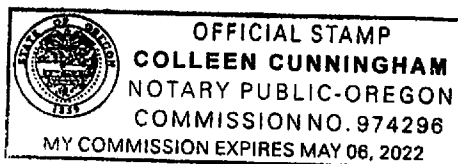
CWPMLP, LLC,  
an Oregon limited liability company


Owner(s) of Lot(s): 1-9, Block 11

By:   
Clyde W. Purcell, Trustee of the  
Clyde W. Purcell Trust, utd  
October 20, 2004, Operating Manager

STATE OF OREGON            )  
  ) ss.  
County of Deschutes        )

This instrument was acknowledged before me on July 23, 2020, by Clyde W. Purcell, Trustee of the Clyde W. Purcell Trust, utd October 20, 2004, as Operating Manager of CWPMLP Investments, LLC.



  
Notary Public for OREGON  
My Commission Expires: 05/08/2022

*[Signatures continue on following pages.]*

The undersigned Owners cause this Second Amendment to be executed effective as of the day this Second Amendment is recorded in the Deschutes County Official Records, Oregon and certify that the Owners represent not less than a majority of all Owners of lots in the Property.

**OWNERS: Charles & Mary Ratcliffe**

Charles Ratcliffe

Owners of Lot: 171227DB00900

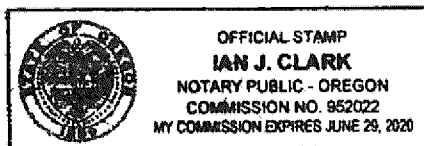
Print Name: Charles Ratcliffe

Mary Ratcliffe

Print Name: Mary Ratcliffe

STATE OF OREGON       )  
                                  ) ss.  
County of Deschutes    )

This instrument was acknowledged before me on March 5, 2020, by  
Charles [and Mary Ratcliffe].



[Signature]  
Notary Public for Oregon  
My Commission Expires: June 29, 2020

[Signatures continue on following pages.]

The undersigned Owners cause this Second Amendment to be executed effective as of the day this Second Amendment is recorded in the Deschutes County Official Records, Oregon and certify that the Owners represent not less than a majority of all Owners of lots in the Property.

**OWNERS: Joseph & Diane Lingelbach**

Joseph Lingelbach

Owners of Lot: 171227DB01000

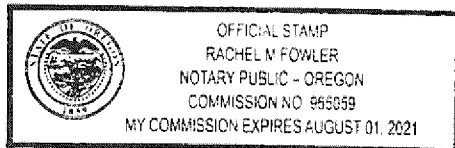
Print Name: JOSEPH LINGELBACH

Diane Lingelbach

Print Name: Diane Lingelbach

STATE OF OREGON           )  
  ) ss.  
County of Deschutes       )

This instrument was acknowledged before me on 21<sup>st</sup> February, 2020, by Joseph Lingelbach [and Diane Lingelbach]



Rachel M. Fowler  
Notary Public for OR  
My Commission Expires: 08/01/2021

[Signatures continue on following pages.]



The undersigned Owners cause this Second Amendment to be executed effective as of the day this Second Amendment is recorded in the Deschutes County Official Records, Oregon and certify that the Owners represent not less than a majority of all Owners of lots in the Property.

**OWNER: Ronald Hoyt**

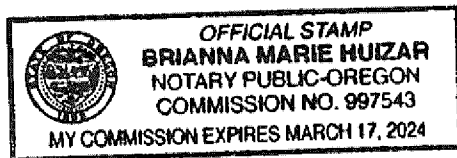
Ronald H. Hoyt

Owner of Lot: 171227DB01200

Print Name: Ronald H. Hoyt

STATE OF OREGON           )  
  ) ss.  
County of Deschutes       )

This instrument was acknowledged before me on July 16, 2020, by Ronald Hoyt [and BH].



[Signature]  
Notary Public for Oregon  
My Commission Expires: March 17, 2024

The undersigned Owners cause this Second Amendment to be executed effective as of the day this Second Amendment is recorded in the Deschutes County Official Records, Oregon and certify that the Owners represent not less than a majority of all Owners of lots in the Property.

**OWNERS: Terry & Melody Luelling**

Terry Luelling

Owners of Lot: 171227DB01400

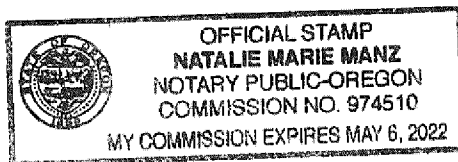
Print Name: Terry Luelling

Melody Luelling

Print Name: Melody Luelling

STATE OF OREGON           )  
  ) ss.  
County of Deschutes       )

This instrument was acknowledged before me on March 2, 2020, by Terry Luelling [and Melody Luelling].



Natalie Marie Manz  
Notary Public for Oregon  
My Commission Expires: May 6, 2022

[Signatures continue on following pages.]

The undersigned Owners cause this Second Amendment to be executed effective as of the day this Second Amendment is recorded in the Deschutes County Official Records, Oregon and certify that the Owners represent not less than a majority of all Owners of lots in the Property.

**OWNER:**

Pahlisch Purcell Holdings, LLC  
an Oregon limited liability company

Owner of Lot: 171227DB01500

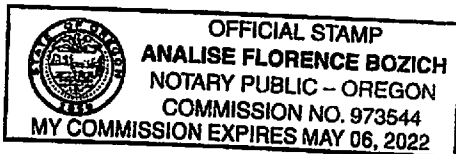
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Oregon )  
 ) ss.  
County of Deschutes )

This instrument was acknowledged before me on July 8, 2020, by Dennis Pahlisch as Manager of Pahlisch Purcell Holdings LLC.



Ana Bozich  
Notary Public for Oregon  
My Commission Expires: MAY 06, 2022

[Signatures continue on following pages.]

The undersigned Owners cause this Second Amendment to be executed effective as of the day this Second Amendment is recorded in the Deschutes County Official Records, Oregon and certify that the Owners represent not less than a majority of all Owners of lots in the Property.

**OWNER:**

Pahlisch Purcell Holdings, LLC  
an Oregon limited liability company

Owner of Lot: 171227DB01500

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

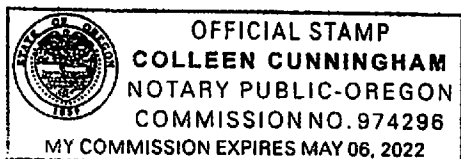
By: Wayne Purcell

Name: Wayne Purcell

Title: manager

STATE OF OREGON )  
 ) ss.  
County of DESCHUTES )

This instrument was acknowledged before me on July 8<sup>TH</sup>, 2020, by WAYNE PURCELL, as MANAGER of Pahlisch Purcell Holdings, LLC.



[Signature]  
Notary Public for OREGON  
My Commission Expires: 05/06/2022

The undersigned Owners cause this Second Amendment to be executed effective as of the day this Second Amendment is recorded in the Deschutes County Official Records, Oregon and certify that the Owners represent not less than a majority of all Owners of lots in the Property.

OWNER: Jeremy Smith

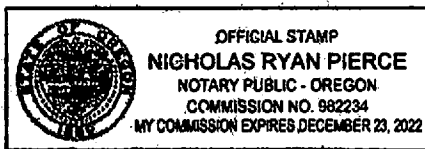
*Jeremy Smith*

Owner of Lot: 171227DB03100

Print Name: *Jeremy Smith*

STATE OF OREGON           )  
  ) ss.  
County of Deschutes       )


This instrument was acknowledged before me on July 1<sup>st</sup>, 2020, by Jeremy D. Smith [and N/A].



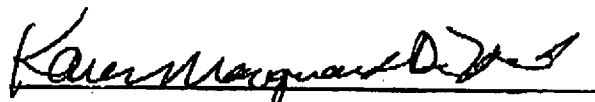
*Nicholas Pierce*  
Notary Public for State of Oregon  
My Commission Expires: 12-23-2022

The undersigned Owners cause this Second Amendment to be executed effective as of the day this Second Amendment is recorded in the Deschutes County Official Records, Oregon and certify that the Owners represent not less than a majority of all Owners of lots in the Property.

**OWNERS: Karen & John Deford**

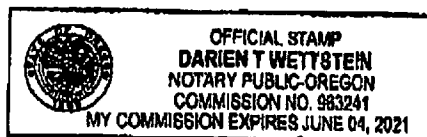
  
 Print Name: John Deford

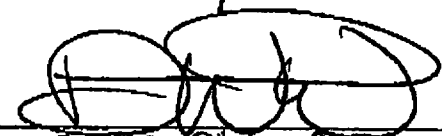
Owners of Lot: 171227DB03300

  
 Print Name: Karen Marguerite Deford

STATE OF OREGON           )  
   ) ss.  
 County of Deschutes       )

This instrument was acknowledged before me on July 14, 2020, by John Deford [and Karen Marguerite Deford]

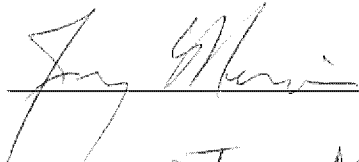


  
 Notary Public for State of Oregon  
 My Commission Expires: June 4, 2021

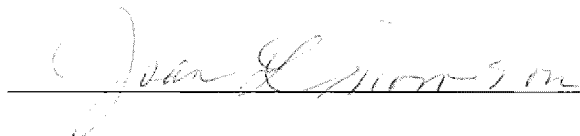
[Signatures continue on following pages.]

The undersigned Owners cause this Second Amendment to be executed effective as of the day this Second Amendment is recorded in the Deschutes County Official Records, Oregon and certify that the Owners represent not less than a majority of all Owners of lots in the Property.

**OWNERS: Jerry & Joan Morrison**

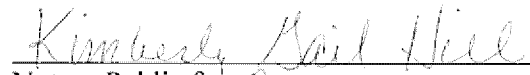
  
Print Name: Jerry Morrison

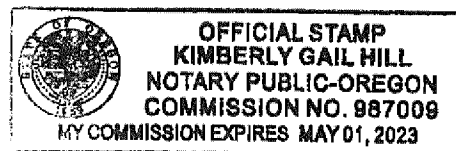
Owners of Lot: 171227DB03600

  
Print Name: Joan Morrison

STATE OF OREGON           )  
  ) ss.  
County of Deschutes       )

This instrument was acknowledged before me on Feb. 26, 2020, by Jerry Morrison [and Joan Morrison].

  
Notary Public for Oregon  
My Commission Expires: May 1, 2023



The undersigned Owners cause this Second Amendment to be executed effective as of the day this Second Amendment is recorded in the Deschutes County Official Records, Oregon and certify that the Owners represent not less than a majority of all Owners of lots in the Property.

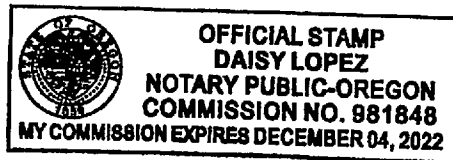
**OWNER: Francine Hannon Trust**

Arthur PJ Hannon

Owner of Lot: 171227DB03700

Print Name: ARTHUR PJ HANNON / TRUSTEE

STATE OF OREGON           )  
  ) ss.  
County of Deschutes       )



This instrument was acknowledged before me on February 20<sup>th</sup> 2020, by Arthur PJ Hannon [and \_\_\_\_\_].

Daisy Lopez  
Notary Public for State of Oregon  
My Commission Expires: Dec, 04 2020

[Signatures continue on following pages.]



The undersigned Owners cause this Second Amendment to be executed effective as of the day this Second Amendment is recorded in the Deschutes County Official Records, Oregon and certify that the Owners represent not less than a majority of all Owners of lots in the Property.

**OWNER: GERAL D WILKERSON**

Geral D. Wilkerson

Owner of Lot: 171227DB03800

Print Name: GERAL D. WILKERSON

STATE OF OREGON            )  
  ) ss.  
County of Deschutes        )

This instrument was acknowledged before me on 9 March, 2020, by Geral D. Wilkerson and \_\_\_\_\_].



Karen M. Newcomb  
Notary Public for Oregon  
My Commission Expires: 10/28/2023

The undersigned Owners cause this Second Amendment to be executed effective as of the day this Second Amendment is recorded in the Deschutes County Official Records, Oregon and certify that the Owners represent not less than a majority of all Owners of lots in the Property.

**OWNERS: Teresa & Kenneth Post**

Teresa Post

Owners of Lot: 171227DB03900

Print Name: Teresa Post

Kenneth C. Post

Print Name: Kenneth C. Post

STATE OF OREGON       )  
                                      ) ss.  
County of Deschutes       )

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by  
\_\_\_\_\_ [and \_\_\_\_\_].

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

*[Signatures continue on following pages.]*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

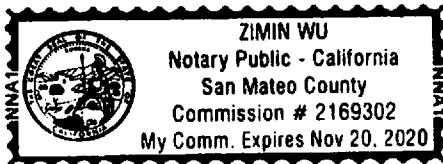
State of California )

County of San Mateo )On June 11, 2020 before me, Zimin Wu, Notary Public  
Date Here Insert Name and Title of the Officerpersonally appeared Kenneth L. Post and Teresa C. Post  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Zimin Wu  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**Title or Type of Document: 2<sup>nd</sup> Amendment to Protective Covenants for SubdivisionDocument Date: 6/11/2020 Number of Pages: 3 pagesSigner(s) Other Than Named Above: No other signers**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

The undersigned Owners cause this Second Amendment to be executed effective as of the day this Second Amendment is recorded in the Deschutes County Official Records, Oregon and certify that the Owners represent not less than a majority of all Owners of lots in the Property.

**OWNER:**

Gold Mountain Properties of Oregon, LLC  
an Oregon limited liability company

Owner of Lot: 171227DB04000

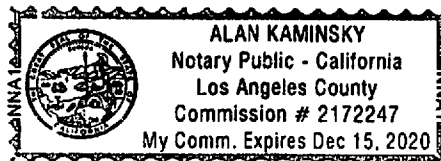
By: [Signature]  
Name: MAEDON JUNG  
Title: MANAGER

STATE OF CALIFORNIA  
County of LOS ANGELES ss.

This instrument was acknowledged before me on JUNE 1, 2020, by MAEDON JUNG  
as MANAGER of GOLD MOUNTAIN, LLC.

[Signature]  
Notary Public for CALIFORNIA  
My Commission Expires: 12/15/2020

[Signatures continue on following pages.]



The undersigned Owners cause this Second Amendment to be executed effective as of the day this Second Amendment is recorded in the Deschutes County Official Records, Oregon and certify that the Owners represent not less than a majority of all Owners of lots in the Property.

**OWNER:**

Gold Mountain Properties of Oregon, LLC  
an Oregon limited liability company

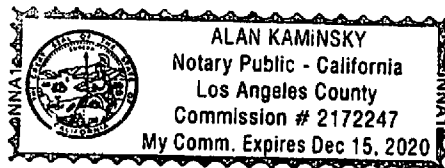
Owner of Lot: 171227DB04000

By: [Signature]  
Name: EDMUND JUNG  
Title: MANAGER

STATE OF CALIFORNIA  
County of Los Angeles <sup>ss.</sup>

This instrument was acknowledged before me on JUNE 1, 2020, by EDMUND JUNG  
as MANAGER of GOLD MOUNTAIN LLC.

[Signature]  
Notary Public for CALIFORNIA  
My Commission Expires: 12/15/2020



The undersigned Owners cause this Second Amendment to be executed effective as of the day this Second Amendment is recorded in the Deschutes County Official Records, Oregon and certify that the Owners represent not less than a majority of all Owners of lots in the Property.

**OWNER: Deborah Fleischer**

D. Fleischer

Owner of Lot: 171227DB04100

Print Name: Deborah Fleischer

STATE OF California  
County of Sonoma, ss.

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, LLC.

July 7, 2020, by Deborah  
Fleischer

Maureen E. McGuigan  
Notary Public for California  
My Commission Expires: 03/28/2023

