

BUILDING AND USE RESTRICTIONS
DESCHUTES RIVER RECREATION HOMESITES, INC.
DESCHUTES COUNTY, OREGON

Known to all men by these presents: That the undersigned Deschutes River Recreation Homesites, Inc., an Oregon Corporation, is the owner of Deschutes River Recreation Homesites, located in sections 2, 3 and 10, T 21 S, R 10 E. W.M., and section 35 T 20 S R 10 E.M.; and the following Building and Use Restrictions shall apply to blocks 62 through 84 in Unit 6, and these blocks shall be subject to the following covenants, conditions, restrictions unless changed by a majority vote of the Directors of the above named corporation.

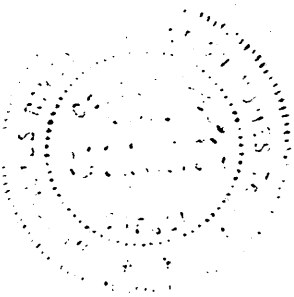
- (1) The floor area of residences shall be of not less than 700 sq. ft. on the river frontage lots. Lots other than river frontage lots shall have a floor area of not less than 500 square feet, exclusive of one story porches and garages.
- (2) Buildings must be suitable for year around use and must be placed on permanent continuous foundations, consisting of concrete, brick, pumice blocks or stone masonry. Pitch of the roof and size and spacing of rafters and ceiling joists must be adequate to withstand heavy snow packs. Chimneys must be constructed from ground level and shall consist of pumice or concrete blocks, bricks, stone and masonry or comparable fire-resistant materials.
- (3) All buildings and fences must be constructed in a work-man-like manner of attractive, properly finished materials that harmonize with the surroundings. No building or fence shall be constructed within 15 feet of river channel. Fences shall not exceed 60 inches in height.
- (4) All dwelling owners must comply with the laws of the State of Oregon, County of Deschutes, as to fire protection, building construction, sanitation and Public Health and any Deschutes County Health and Sanitation requirements supplemental hereto.
- (5) No campers shall be allowed for permanent residence.
- (6) Sewage disposal systems, septic tanks and domestic water well shall be in accordance to specifications set out by governing agencies, namely the Oregon State Board of Health, Deschutes County Sanitarian and Water Master.
 - a. Under no conditions will an exterior latrine be allowed.
 - b. All wells shall be completed with unperforated well casing that extends to a depth of not less than 18 feet below land surface.
- (7) Garbage Disposal
 - a. Garbage shall be stored in an insect and rodent proof container.
 - b. Garbage shall be hauled at least once a week to an approved area.
 - c. Under no conditions will dumping of any refuse in any streams or on the adjoining Federal Lands be permitted. The grounds and buildings shall be maintained in a neat and orderly manner.
- (8) No structure of a temporary character, basement, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently.
- (9) A time limit is hereby imposed on the length of time required for construction of the residence structure. A period of time not to exceed eighteen months is allowed to complete the residence or dwelling. This period of time is from the start of construction to completion of the same.

- (10) No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
- (11) Cutting of parcels into smaller lots is prohibited. No cutting of trees will be permitted except where necessary for construction of buildings and landscaping or authorized by the board of directors of the above named Corporation
- (12) These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of the sub-division, it is intended hereby that any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce restrictions herein set forth.
- (13) Invalidation of any of these foregoing covenants, restrictions or conditions or any portion thereof by court order, judgement or decree shall in no way effect any of the other remaining provisions thereof which shall in such a case continue to remain in full force and effect.
- (14) The foregoing covenants, restrictions or conditions are to be in effect until January 1, 1970 and are automatically extended for successive periods of five years unless the owners of a majority of the parcels agree in writing at least four months before the final expiration date thereof to change them.

Dated this 5th day of March, 1965
DESCUTES RIVER RECREATION HOMESITES, INC.

Dan H. Heierman
Dan H. Heierman, President

Bill Mayfield
Bill Mayfield



State of Oregon)
) ss
County of Deschutes)

On this 5th day of March, 1965, before me appeared Dan H. Heierman and Bill Mayfield both to me personally known, who being duly sworn, did say that he, the said Dan H. Heierman is the President, and he, the said Bill Mayfield is the assistant Secretary of Descutes River Recreation Homesites, Inc. the within named Corporation by authority of its Board of Directors, and Dan H. Heierman and Bill Mayfield acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereto set my hand and seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission expires Aug 12, 1968

