

**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 1, 15 and 16, T 21 S, R 10 E, W.M.; and the following Building and Use Restrictions shall apply to all blocks in Unit 8, parts 2 and 3, and these blocks shall be subject to the following covenants, conditions, restrictions unless changed by a majority 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 sq. ft., 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 workman-like manner of attractive, properly finished materials that harmonize with the surroundings. 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 or tents 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 Sanitation 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 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 required for construction of the residence structure. A period of time not to exceed twenty-four (24) months is allowed to complete the residence or dwelling. The period of time is from the start of construction to completion of 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) 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) The owner has caused to be formed a non-profit organization known as the Deschutes River Recreation Homesites Property Owners Association (hereinafter referred to as "Association") which organization has been formed for the purpose of providing for the operation, maintenance, repair, rebuilding or rehabilitation of roads, streets and public ways of Deschutes River Recreation Homesites, Deschutes County, Oregon, for the benefit of members of the Association who have purchased lots from the owner. The Association has a Board of Directors of five persons initially selected by the owner to serve until April 30, 1967, or until their successors are duly elected by the membership at its organizational meeting.
- (13) All owners of a parcel of property within the above described premises shall automatically become members of the Association and shall receive a certificate evidencing such membership. Any person purchasing any parcel within said area under an agreement of sale and/or land sales contract shall be deemed the owner of said parcel for the purposes of such membership, and joint owners of any lot shall be entitled to one membership.
- (14) There shall be no dues to the membership of the Association, and in lieu thereof the Directors shall annually assess each lot in the subdivision its appropriate share of the costs for maintenance of said roads, streets and public ways. The cost of said operation and maintenance shall include the necessary amounts incurred by the Directors for insurance, bond premiums, equipment rental, materials, and labor required in such operation and maintenance. The owner of the subdivision shall pay a like assessment for each lot remaining unsold in said subdivision, it being the intention hereof that all assessments shall be uniform as much as is practicable. At such time as Deschutes County or any other political subdivision of the State of Oregon shall assume the responsibility for such operation and maintenance, there shall be no further assessments.
- (15) A copy of the Articles of Association for said organization will be mailed to any member of the Association upon request.
- (16) These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of the subdivision, 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.
- (17) Invalidation of any of these foregoing covenants, restrictions or conditions or any portion thereof by court order, judgment 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.

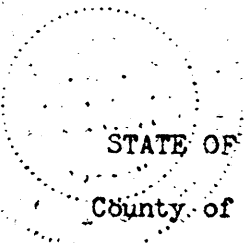
(18) The foregoing covenants, restrictions or conditions are to be in effect until January 1, 1971 and are automatically extended for successive periods of five (5) years unless the owners of a majority of the parcels agree in writing at least four (4) months before the final expiration date thereof to change them.

Dated, this...<sup>30<sup>th</sup></sup> day of June, 1966

DESCHUTES RIVER RECREATION HOMESITES, INC.

By Dan H. Heierman President

By William R. Mayfield Assistant Secretary



STATE OF OREGON )  
                          : ss.  
County of Deschutes )

On this 30<sup>th</sup> day of June, 1966, before me appeared Dan H. Heierman and William R. 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 William R. Mayfield, is the assistant Secretary-Treasurer of Deschutes River Recreation Homesites, Inc., the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Dan H. Heierman and William R. Mayfield acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written

Velma M. Gardley  
Notary Public for Oregon  
My Commission expires Feb 1, 1967



No. 62  
(STATE OF OREGON)  
County of Deschutes  
I hereby certify that the within instrument  
of writing was recorded in the  
the 5<sup>th</sup> day of July  
A. D. 1966 at 1:45 P. M.  
and recorded in book 149  
on pages 287  
Heierman  
By Opal Sprague

Deschutes River Recreation Homesites  
632 S. 6th  
Redmond, Oregon