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After recording return to:

Deschutes River Recreation Homesites
Property Owners Association Unit 9
17205 Island Loop, #11
Bend, OR 97707

This Amendment and Restatement to Building & Use Restrictions supersedes the Building & Use Restrictions recorded at Vol. 143, Page 4 and 608, Vol. 157, Page 594, and Vol. 2007, Page 60347.

**AMENDED and RESTATED BUILDING AND USE RESTRICTIONS
OF
DESCHUTES RIVER RECREATION HOMESITES UNIT 9
(Parts 1 and 2)
Deschutes County, Oregon**

DESCHUTES RIVER RECREATION HOMESITES PROPERTY OWNERS ASSOCIATION UNIT 9 (Parts 1 and 2), an Oregon nonprofit corporation, hereby amends and fully restates the Building and Use Restrictions for the improvement, development, protection and maintenance of Deschutes River Recreation Homesites Unit 9 (Parts 1 and 2) and all parcels shall be sold, conveyed and improved subject to the provisions, conditions, restrictions and covenants herein. The Building and Use Restrictions are for the benefit of each lot of land in said tract, and each of them is imposed upon the lots in said tract as a servitude in favor of each and every other parcel of land therein as the dominant tenement or tenements, to-wit:

(1) Except as otherwise herein expressly provided, no lot shall be used for other than residential purposes. On residential lots, no buildings shall be erected, altered, placed or permitted to remain, other than one single family dwelling and a private garage. Mobile homes of not less than 200 square feet will be permitted. Travel trailers or campers shall not be permitted for permanent residency.

(2) The following described lots may be used for multiple residential purposes:

Lots 24 through 47, Block 37;
Lots 47 through 66, Block 16;
Lots 1 through 24, Block 42.

(3) The following described lots may be used for residential or commercial purposes:

Lots 47 through 51, Block 41;
Lots 80 through 84, Block 33;

(4) The following described lots may be used for commercial trailer park purposes:

Lots 4 through 8, Block 61;
Lots 2 through 7, Block 58.

(5) Upon conveyance of said lots of said subdivision, each of said lots respectively shall receive an undivided 1/698 joint interest in the recreation areas set forth in the plat of Unit 9 (Parts 1 and 2) above referenced to.

(6) An easement fifteen (15) feet in width across the back or rear portion of the following described lots (the portion of the lots abutting the roadways being considered the front of each of said lots) is reserved to the Association for

waterway and/or roadway purposes, together with the right of ingress and egress over existing roadways and/or recreational areas, as now platted, for access to and from the Deschutes River abutting said Unit 9, to-wit:

Lots 2 through 163, Block 58.

(7) The floor area of residences shall be of not less than 1000 square feet 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.

(8) 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 the 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.

(9) All buildings and fences must be constructed in a workmanlike manner attractive, properly finished materials that harmonize with the surroundings. Fences shall not exceed 60 inches in height.

(10) All dwelling owners must comply with laws of the State of Oregon, County of Deschutes, as to fire protection, building construction, sanitation and Public Health and Deschutes County Health and Sanitation requirements supplemental hereto.

(11) Sewage disposal systems, septic tanks and domestic waster wells shall be in accordance to specifications set out by the 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.

(12) 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.

(13) No structure of temporary character, basement, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

(14) A time limit is hereby imposed on the length of time required for construction of the residence structure. A period of time no 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 he same.

(15) 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.

(16) 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 names Corporation.

(17) A nonprofit organization known as the Deschutes River Recreation Homesites Property Owners Association Unit 9 (Parts 1 and 2) herein referred to as "the Association" shall be formed for the purpose of providing for the operation, maintenance, repair, and rebuilding of recreational areas and to administer and enforce the Building and Use Restrictions and Bylaws of Deschutes River Recreation Homesites Unit 9 (Parts 1 and 2), Deschutes County, Oregon for the benefit of members of the Association. The Association shall have a Board of Directors between five (5)

and seven (7) persons. The Association shall have all of the powers of a homeowners association as described in ORS 94.630, Powers of Association, and the powers of assessment and liens described in ORS 94.704 through 94-716.

(18) 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 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.

(19) The Directors shall annually assess each lot in the subdivision its proportionate share of the costs for the common expenses of the Association.

(20) A copy of the Articles of Association for said organization will be mailed to any member of the Association upon request.

(21) 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.

(22) Invalidation of any of these foregoing 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 thereof which shall in such a case continue to remain in full force and effect.

(23) 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.

(24) All of the covenants, restrictions, limitations and conditions here-inbefore set forth, all and singular, shall run with the land, and shall be considered as embodied in all deed conveyances, encumbrances and written instruments hereafter made or executed, and shall have the same force and effect as if embodied therein and made a part thereof.

(25) These Building and Use Restrictions supersede all prior Building and Use Restrictions, including the Building and Use restrictions as amended, heretofore filed April 7, 1965 in Vol. 143, Page 4, April 9, 1965 in Vol. 143, Page 608, and April 15, 1968 in Vol. 157, Page 594, November 19, 2007 in Vol. 2007, Page 60347 of the Official Records, Deschutes County, Oregon.

This Restatement is approved and certified by the Board of Directors as a true copy of the Building and Use Restrictions and is authorized to be recorded. Upon recordation it supersedes the all previously recorded Building and Use Restrictions, together with any amendments thereto.

DATED this 11th day of May, 2012.

DESCHUTES RIVER RECREATION HOMESITES
PROPERTY OWNERS ASSOCIATION UNIT 9 (PARTS 1 AND 2)

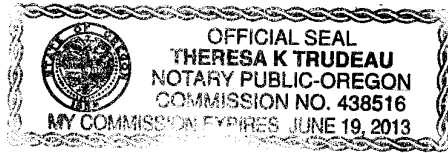
By: Allen B. Hammermann
Allen B. Hammermann, President

By: Linda F. Cramer
Linda F. Cramer, Secretary

STATE OF OREGON)
) ss.
County of Deschutes)

On this 11 day of May, 2012, personally appeared before me, Allen B. Hammermann, who being duly sworn, states he is the President of Deschutes River Recreation Homesites Property Owners Association Unit 9 (Parts 1 and 2), an Oregon non-profit corporation, and that the foregoing instrument was signed and

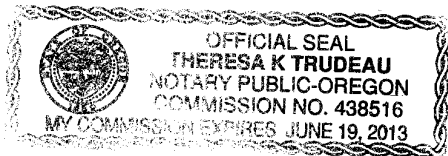
sealed on behalf of said corporation and he acknowledged said instrument to be the voluntary act and deed of said corporation.



Theresa K Trudeau
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes)

On this 8 day of March, 2012, personally appeared before me, Linda F. Cramer, who being duly sworn, states she is the Secretary of Deschutes River Recreation Homesites Property Owners Association Unit 9 (Parts 1 and 2), an Oregon non-profit corporation, and that the foregoing instrument was signed and sealed on behalf of said corporation and she acknowledged said instrument to be the voluntary act and deed of said corporation.



Theresa K Trudeau
Notary Public for Oregon