

PROTECTIVE COVENANTS FOR THE SUBDIVISION  
OF FALL RIVER ESTATES & ANY ADDITION  
THEREUNTO DESCHUTES COUNTY, OREGON

KNOW ALL MEN BY THESE PRESENTS: That the undersigned LYLE W. AND EDRIS L. HOFFMAN who are the owners of Fall River Estates, 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 residential purposes. On residential lots, no buildings shall be erected, altered, placed or permitted to remain, other than (1) one single family dwelling and a private (2) car garage.

2. DWELLING AND SIZE: The floor area of residences shall be of not less than 1000 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. exclude of porches and garages.

3. BUILDING LOCATION: Front Yard: There shall be a front yard having a depth of not less than twenty (20) feet. All side yards and rear yards shall conform to Deschutes County Building Department for this type of property.

4. DILIGENCES 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. 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 neighbor hood.

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

7. WELLS: Properly developed deep ground water public water supply as required for adequate safety; according to State Engineers Specifications and other State or Local regulations that may apply.

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 workman like manner of 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 water wells shall be in accordance to specifications set out by the governing agencies, namely the Engineers Office.

(a) Under no conditions will an exterior latrine be allowed.

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. 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.

14. 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 twenty-five years from the date these covenants are recorded, unless an instrument signed by a majority of the then owners of the lots, agreeing to change said covenants in whole or in part.

15. ENFORCEMENT: Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Lyle W. Hoffman  
Edrie L. Hoffman and

State of Oregon )  
                              ) ss.  
County of Deschutes )

This certifies that on this 13th day of November, 1967, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared the within named Lyle W. Hoffman and Edrie L. Hoffman, husband and wife, who are known to me to be the identical persons described in and who executed the within instrument freely and voluntarily for the purposes and uses therein mentioned.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written.



Madeline R. Newman  
Notary Public in and for said  
County and State.  
My commission expires 2/10/1971

No. 1899  
(STATE OF OREGON)  
County of Deschutes  
I hereby certify that the within instrument  
of writing was received for Record  
the 14<sup>th</sup> day of November  
A. D. 1967 at 12:00 o'clock  
and recorded in book 155  
on pages 641      Recd.  
Deschutes  
County Cl.  
By Madeline R. Newman