

✓ AFTER RECORDING, RETURN TO R. S. LOVLIE, 40 NW GREENWOOD, BEND, OR

92-35173

280 - 0131

DECLARATION OF CONTINUED PROTECTIVE COVENANTS
FOR THE SUBDIVISION OF FALL RIVER ESTATES
DESCHUTES COUNTY, OREGON

WHEREAS, the property within the Falls River Estates Subdivision and all additions thereto were subject to Protective Covenants for the Subdivision of Fall River Estates, and any addition thereto, Deschutes County, Oregon, recorded in Book 155, Page 641, Deed Records, Deschutes County, Oregon, and

WHEREAS, in accordance with the terms of said Declaration, the covenants were to run with the land be binding on all parties and all persons claiming under them for a period of 25 years from the date said Declaration was recorded, and

WHEREAS, a majority of the then owners of the lots within Falls River Estates, and all additions thereto, have agreed to extend said Covenants and to modify said Covenants in accordance with Section 14 of the original Protective Covenants,

NOW, THEREFORE, the following Covenants, Conditions and Restrictions are hereby made applicable to all the real property described in Exhibit "A", attached hereto and by this reference incorporated herein:

SECTION 1. DEFINITIONS

1.1 FALL RIVER ESTATES: The term "Fall River Estates" shall mean all of the real property now or hereafter made subject to this Declaration.

1.2 LOT: The term "Lot" shall mean each parcel shown on the map attached as Exhibit "B" and by this reference incorporated herein, or any future divisions thereof.


1.3 "DECLARATION: The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Fall River Estates.

1.4 HOMESITE: "Homesite" shall mean a lot as defined herein.

1.5 OWNER: "Owner" shall mean and refer to either all holders of fee title to any lot, or any other person or persons entitled to possession of the lot pursuant to a contract or lease.

1.6 IMPROVEMENTS: The term "Improvements" shall include, but not be limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining

- 1 - DECLARATION OF CONTINUED PROTECTIVE COVENANTS (RSL:FALL03)

Holmes Hurley Bryant Lovlie  Lynch

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 382-4331 Fax (503) 389-3386

walls and stairs, decks, hedges, windbreaks, planting, planted trees and shrubs, signs, storage areas and all other structures or exterior landscaping.

SECTION 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR FALL RIVER ESTATES

2.1 GENERAL DECLARATION CREATING FALL RIVER ESTATES: Declarant hereby declares that all of the real property located in Deschutes County, Oregon, and described in Exhibit "A" is and shall be pledged, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said Restrictions are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions and Restrictions of Fall River Estates run with all of said real property for all purposes and shall be binding upon and inure to the benefit of all owners, and their successors in interest as set forth in this Declaration.

SECTION 3. RESTRICTIONS ON USE OF PROPERTY

3.1 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 one (1) single-family dwelling, a garage, an attached carport, shop and storage buildings.

3.2 All land owners must comply with the laws and regulations of the State of Oregon, County of Deschutes and any municipality application to fire protection, building construction, water, sanitation and public health.

3.3 BUILDING LOCATION: All side, front and rear yards shall conform to Deschutes County Building Department for this type of property.

3.4 DWELLING AND SIZE: The floor area of residences shall be of not less than 1200 square feet on the river frontage lots. Lots, other than river frontage lots shall have a floor area of not less than 1000 square feet, exclusive of porches and garages.

3.5 DWELLING COMPLETION: A time limit is hereby imposed on the length of time for construction of the residence structure. A period of time not to exceed eighteen (18) months is allowed to complete the finished outside appearance of the residence or dwelling. This period of time is from the start of construction to completion of the same.

3.6 TEMPORARY STRUCTURES: No structure of a temporary character -- basement, tent, shack, barn or other outbuildings

- 2 - **DECLARATION OF CONTINUED PROTECTIVE COVENANTS (RSL:FALL03)**

Holmes Hurley Bryant Lovlen & Lynch
ATTORNEYS AT LAW

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 382-4331 Fax (503) 389-3386

shall be used on any lot at any time as a residence, either temporary or permanent, except the eighteen (18) month time limit of a permanent dwelling construction, except for a manufactured home or a recreational vehicle as a temporary residence on an individual lot as allowed by Section 18.116.080 of the Deschutes County Code, or the successor of such ordinance

3.7 All buildings and fences must be constructed in a workmanlike manner of attractive and properly finished materials that harmonize with the surroundings. Fences shall not exceed 72 inches in height. No solid fences shall be permitted along any roadway or along Fall River.

3.8 WELLS AND SEWAGE DISPOSAL SYSTEMS: Septic tanks and domestic water wells shall be in accordance to specifications set out by the governing agencies, mainly the State Engineer's Office, Water Resources Department and Deschutes County Sanitarian.

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

3.9 GARBAGE DISPOSAL: Garbage shall be stored in an insect and rodent free container. Under no conditions shall dumping or any refuse in any streams or on the adjoining Federal Lands be permitted.

3.10 Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.

3.11 No animals other than domestic household pets shall be kept on any part of said property.

3.12 NUISANCES: No commercial, professional, noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3.13 FIREARMS: No firearms shall be discharged within Fall River Estates.

3.14 BUILDINGS: 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.

3.15 RECREATIONAL VEHICLES: Recreational vehicles shall be

- 3 - DECLARATION OF CONTINUED PROTECTIVE COVENANTS (RSL:FALL03)

Holmes Hurley Bryant Lowlen & Lynch
ATTORNEYS AT LAW

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 382-4331 Fax (503) 389-3386

permitted on individual lots only as allowed by Section 18.116.200 of the Deschutes County Code, or the successor of such ordinance.

SECTION 4. DURATION AND AMENDMENT OF THIS DECLARATION

4.1 DURATION: The Covenants, Conditions and Restrictions of Fall River Estates shall continue to remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty years from the date this Declaration is recorded. However, unless within one year from the date of said termination, there shall be recorded an instrument directing the termination of this Declaration signed by owners of not less than two-thirds of the lots then subject to this Declaration, this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten years and thereafter for successive periods of ten years unless within one year prior to the expiration of such period the Covenants, Conditions and Restrictions for Fall River Estates are terminated as set forth above in this section.

4.2 AMENDMENT: This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended as to the whole of said property or any part thereof with a written consent of the owners of fifty-one percent (51%) of the lots subject to these Restrictions.

4.3 Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

SECTION 5. ENFORCEMENT

5.1 This declaration shall be specifically enforceable by any owner of any lot in Fall River Estates or by the Fall River Estates Homeowners Association, Inc., an Oregon Non-Profit Corporation. Any breach of this Declaration shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal or the enjoining of any offending improvement or condition.

5.2 In the event that legal suit or legal action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as adjudged by the trial or appellate court.

- 4 - DECLARATION OF CONTINUED PROTECTIVE COVENANTS (RSL:FALL03)

Holmes Hurley Bryant Lovlien & Lynch
ATTORNEYS AT LAW

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 382-4331 Fax (503) 389-3386

SECTION 6. EFFECT OF DECLARATION

6.1 The Covenants, Conditions and Restrictions of this declaration shall run with the land included in Fall River Estates and shall bind, benefit and burden each lot in Fall River Estates. The terms of this Declaration shall inure to the benefit and shall bind all owners of any lot in Fall River Estates, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right, title or interest in use in or to any real property in Fall River Estates. The use restrictions and regulations set forth in Section 3 of this declaration shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as Fall River Estates and their successors in interest as set forth in this declaration, including any person who holds such interests as security for the payment of an obligation including any mortgagee or other security holder in actual possession of any lot by foreclosure or otherwise and any other person taking title from such security holder.

DATED this ____ day of _____, 1992.

Dwane E. Helbig
Lot 5, Block 4 Richard E. Hastay
Lot 8, Block 1

Evan D. Pruitt
Lot 9, Block 1 E. R. Gifford
Lot 1, Block 5

E. M. Regan
Lot 17, Block 2 E. M. Regan
Lot 19, Block 2

LaMoine W. Bennett
Lot 6, Block 4 D. H. Mack
Lot 1, Block 9

G. Eric Johnson
Lot 5, Block 1 Michael E. Stough
Lot 10, Block 2

Wendell Myers
Lot 4, Block 7 Jane C. Wyman
Lot 1, Block 1

Neal H. Ehlen
Lot 9, Block 6 Jane C. Wyman
Lot 6, Block 1

- 5 - DECLARATION OF CONTINUED PROTECTIVE COVENANTS (RSL:FALL03)

Holmes Hurley Bryant Lovlien ☒ Lynch
ATTORNEYS AT LAW

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 382-4331 Fax (503) 389-3386

<u>Kent R. Regan</u> Lot <u>14</u> , Block <u>2</u>	<u>Kent R. Regan</u> Lot <u>16</u> , Block <u>2</u>
<u>William W. Bauer</u> Lot <u>13</u> , Block <u>1</u>	<u>William E. Bryant</u> Lot <u>7</u> , Block <u>6</u>
<u>William E. Bryant</u> Lot <u>8</u> , Block <u>6</u>	<u>Don C. Moran</u> Lot <u>10</u> , Block <u>1</u>
<u>Bill Korbol</u> Lot <u>4</u> , Block <u>8</u>	<u>Carl Backstrom</u> Lot <u>1</u> , Block <u>2</u>
<u>Tim J. Borho</u> Lot <u>16</u> , Block <u>9</u>	<u>Ken H. Pendergast</u> Lot <u>12</u> , Block <u>2</u>
<u>Ben A. Golding</u> Lot <u>9</u> , Block <u>9</u>	<u>Randolph H. Butler</u> Lot <u>8</u> , Block <u>9</u>
<u>Lori A. Fowlds</u> Lot <u>2</u> , Block <u>3</u>	<u>Donald York</u> Lot <u>15</u> , Block <u>2</u>
<u>Frank Moore</u> Lot <u>18</u> , Block <u>2</u>	<u>Frank Moore</u> Lot <u>20</u> , Block <u>2</u>
<u>Fred J. Loodstra</u> Lot <u>13</u> , Block <u>9</u>	<u>Ronald J. Smith</u> Lot <u>5</u> , Block <u>5</u>
<u>Leonard D. Myers</u> Lot <u>2</u> , Block <u>6</u>	<u>Stanley E. Adkins</u> Lot <u>3</u> , Block <u>4</u>
<u>Robert Sassaman</u> Lot <u>8</u> , Block <u>2</u>	<u>Norm L. Estberg</u> Lot <u>16</u> , Block <u>1</u>
<u>David J. Ring</u> Lot <u>6</u> , Block <u>2</u>	<u>David J. Ring</u> Lot <u>3</u> , Block <u>10</u>
<u>Donald W. Work</u> Lot <u>3</u> , Block <u>9</u>	<u>Walter D. Elvebak</u> Lot <u>12</u> , Block <u>1</u>

- 6 - DECLARATION OF CONTINUED PROTECTIVE COVENANTS (RSL:FALL03)

Holmes Hurley Bryant Lyden ☒ Lynch
ATTORNEYS AT LAW

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 382-4331 Fax (503) 389-3386

Steven D. Brown Lot <u>5</u> , Block <u>2</u>	Steven D. Brown Lot <u>4</u> , Block <u>6</u>
Philip E. Murphy Lot <u>6</u> , Block <u>6</u>	James G. Hakel Lot <u>1</u> , Block <u>4</u>
Leonard J. Gassner Lot <u>5</u> , Block <u>8</u>	Floyd P. Romano Lot <u>13</u> , Block <u>2</u>
Vern Cameron and Jim Murch Lot <u>10</u> , Block <u>9</u>	Raymond H. Perkins Lot <u>7</u> , Block <u>2</u>
Michael D. Hausman Lot <u>6</u> , Block <u>5</u>	Raymond H. Perkins Lot <u>9</u> , Block <u>2</u>
Lyle W. Hoffman Lot <u>11</u> , Block <u>9</u>	Lyle W. Hoffman Lot <u>6</u> , Block <u>10</u>
Lyle W. Hoffman Lot <u>20</u> , Block <u>1</u>	Lyle W. Hoffman Lot <u>1</u> , Block <u>8</u>
Lyle W. Hoffman Lot <u>2</u> , Block <u>2</u>	Richard L. Charlton Lot <u>15</u> , Block <u>9</u>
Judy Nandor Lot <u>1</u> , Block <u>3</u>	William A. Evans Lot <u>2</u> , Block <u>10</u>
H. B. and Elnora Chugg Lot <u>3</u> , Block <u>2</u>	H. B. and Elnora Chugg Lot <u>4</u> , Block <u>2</u>
Thomas Clements Lot <u>9</u> , Block <u>10</u>	David K. Dunscomb Lot <u>2</u> , Block <u>11</u>
Richard L. Hartley Lot <u>3</u> , Block <u>5</u>	Thomas S. Hoffman Lot <u>1</u> , Block <u>10</u>
Alun G. Jones Lot <u>5</u> , Block <u>7</u>	Sheryl D. McGilvra Lot <u>7</u> , Block <u>5</u>

- 6 - DECLARATION OF CONTINUED PROTECTIVE COVENANTS (RSL:FALL03)

Holmes Hurley Bryant Lyden ☒ Lynch
ATTORNEYS AT LAW

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 382-4331 Fax (503) 389-3386

Edgar L. Powell
Lot 7, Block 4 Lot 4, Block 10 ^{280 - 0138}
Lorraine M. Schmitt

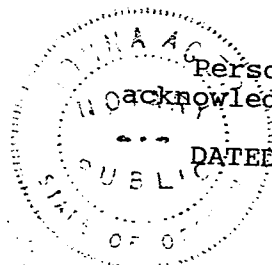
Jimmy A. Strong
Lot 7, Block 10 Lot 5, Block 2
Glenn A. Tobey

Ronald J. Leland
Lot 7, Block 9 Lot 6, Block 7
Carl P. Peel

Dennis H. Knutson
Lot 11, Block 2 Lot _____, Block _____

STATE OF OREGON, County of Deschutes, ss:
The undersigned hereby certifies and acknowledges before me that this Declaration was approved in writing by each of the above owners within Fall River Estates and that he acknowledges the foregoing as he verily believes.

Evan D. Pruitt
EVAN D. PRUITT



Personally appeared before me EVAN D. PRUITT and that he acknowledged that the foregoing is true as he verily believes.

DATED this 20th day of October, 1992.

Danna Agers
Notary Public for Oregon
My Commission Expires 5-28-94

- 7 - DECLARATION OF CONTINUED PROTECTIVE COVENANTS (RSL:FALL03)

Holmes Hurley Bryant Lovlien ☒ Lynch
ATTORNEYS AT LAW
40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 382-4331 Fax (503) 389-3386

2 280 - 0139

EXHIBIT "A"

FALL RIVER ESTATES; FALL RIVER ESTATES FIRST ADDITION; and
FALL RIVER ESTATES SECOND ADDITION

A portion of the Southeast Quarter of Section 31, Township 20
South, Range 10 East, Willamette Meridian, Deschutes County,
Oregon

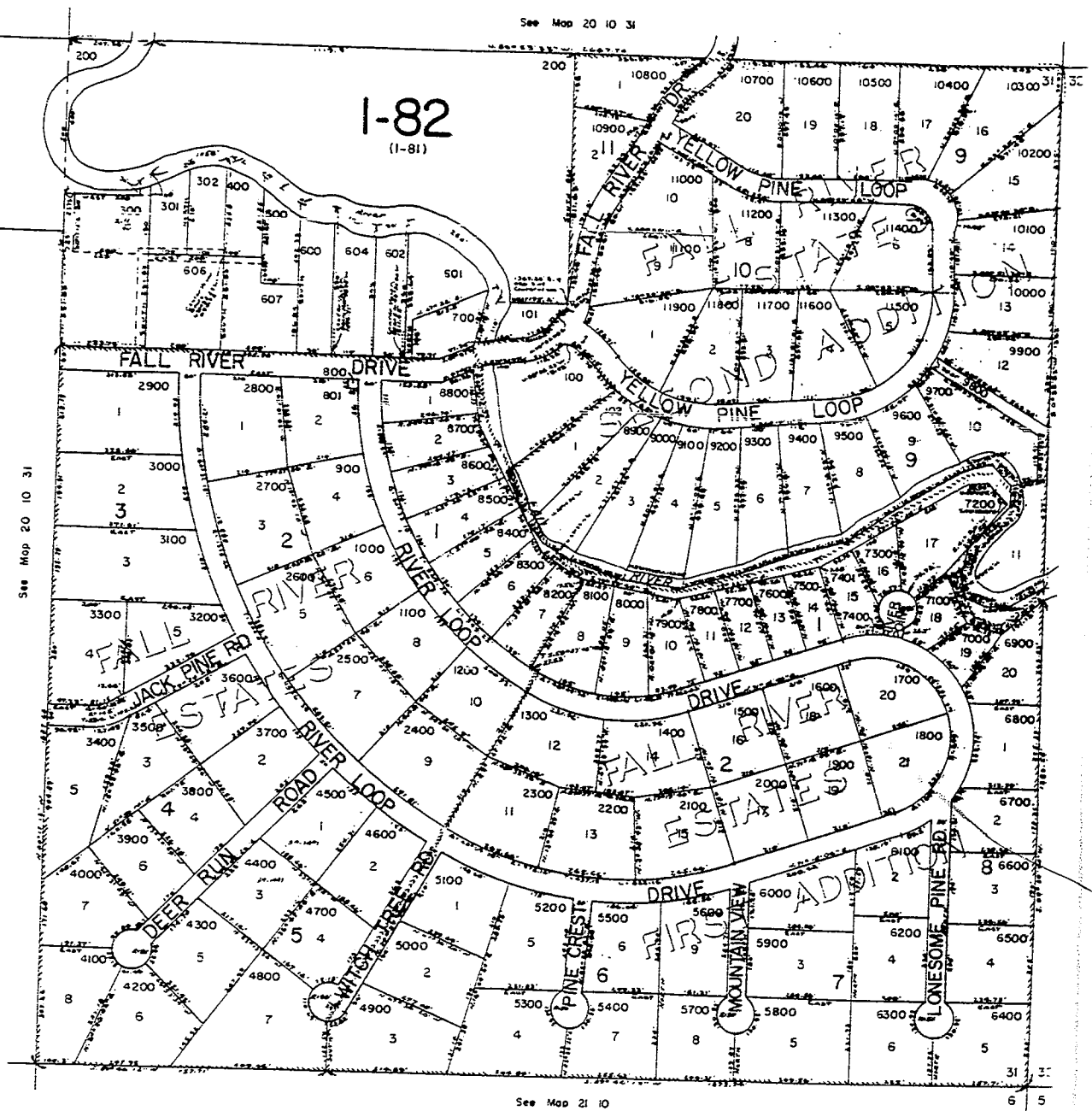
- 1 - EXHIBIT "A" (RSL:FALL12)

Holmes Hurley Bryant Lovlie & Lynch
ATTORNEYS AT LAW

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 382-4331 Fax (503) 389-3386

Exhibit B

See Map 20 10 31



8810 - 011

280 - 0141

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:

1992 OCT 22 PM 3:25

MARY SUE PENHOLLOW
COUNTY CLERK

BY. J. Wallace DEPUTY
NO. 92-35173 FEE 55.00
DESCHUTES COUNTY OFFICIAL RECORDS