

After recording, please return to:

Robert S. Lovlien

40 NW Greenwood

Bend, OR 97701

356 - 2944

94-43816

The Declarants herein listed below being all of the owners of the real property described on Exhibit "A" do hereby adopt the attached Declaration of Protective Covenants to Fall River Water Co., Deschutes County, Oregon

BEVERLY B. AYRE	Lot 4
BEN T. CHAFFEY, M.D.	Lot 17
WILLIAM W. BAUER	Lot 13
RICHARD F. DINSALE	Lot 7
WALTER D. ELVEBAK	Lot 12
KEVIN M. FELTS	Lot 19
ALBERT R. HANSON	Lot 14
LYLE HOFFMAN	Lot 20
GEORGE W. MILES	Lot 15
EVAN D. PRUITT	Lot 9
HAROLD E. WYMAN	Lot 1
PALA BAILEY & GINA WARD	Lot 6
NORMAN L. ESTBERG	Lot 16
ALLEN J. FULL, JR.	Lot 11
RICHARD F. HASTAY	Lot 8
G. ERIC JOHNSON	Lot 5
DONALD C. MORAN	Lot 10
MICHAEL L. SMITH	Lot 2
DONNERBERG CONSTRUCTION INC.	Lot 18

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

After recording, please return to:
Robert S. Lovlien
40 NW Greenwood.
Bend, OR 97701

356 - 2945

DECLARATION OF PROTECTIVE COVENANTS
FALL RIVER WATER CO.
DESCHUTES COUNTY, OREGON

The undersigned Declarant, being all of the owners of the real property described on Exhibit "A", do hereby declare that 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 WATER CO.: The term "Fall River Water Co." shall mean an Oregon non-profit corporation formed to maintain a water system serving water to the real property described on Exhibit "A".

1.2 LOT: The term "Lot" shall mean each parcel described on Exhibit "A".

1.3 DECLARATION: The term "Declaration" shall mean this Declaration of Protective Covenants for Fall River Water Co.

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


1.5 OWNER: "Owner" shall mean and refer to a holder of fee title to any Lot, provided that if a Lot is sold under a recorded land sales contract, "Owner" shall refer to the contract purchaser rather than to the holder of fee title.

1.6 IMPROVEMENTS: The term "Improvements" shall include, but not be limited to, any buildings, outbuildings, wells and water distribution system of the company.

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

2.1 GENERAL DECLARATION CREATING FALL RIVER WATER CO.: 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, and leased, 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 Water Co. 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

1 - DECLARATION OF PROTECTIVE COVENANTS (rsl:fall004.007)

Holmes Hurley Bryant Lovlien  Lynch
ATTORNEYS AT LAW

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SECTION 3. HOMEOWNERS ASSOCIATION

3.1 MEMBERSHIP: Every Owner shall be deemed to have a membership in the Fall River Water Co. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote be cast for each Lot.

3.2 VOTING: Each Owner shall have one (1) vote for each Lot owned. If there is more than one Owner of a Lot, an Owner holding a proxy signed by Owners of a majority interest in such Lot may cast the vote for such Lot. Decisions shall be by majority vote except as otherwise provided herein.

3.3 ORGANIZATION: The Association shall be an incorporated association.

3.4. ASSOCIATION'S RESPONSIBILITY: The Association shall (i) maintain and keep in good repair the water system, including but not limited to, maintenance, repair, and (ii) improve, operate, maintain, repair and replace the Well.

3.5 MAINTENANCE ASSESSMENTS: Each Owner, by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association the following assessments for maintenance of the water system and the Well: (a) annual assessments or charges; and (b) special assessments, such assessments to be established and collected as hereinafter provided. All such assessments, together with late charges, interest, not to exceed the maximum legal rate, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made and a personal obligation to the Owner.

3.6 COMPUTATION OF ASSESSMENT: It shall be the duty of the Board to prepare a budget covering the estimated costs of maintaining the water system which shall include a reasonable reserve account. The Board shall cause the budgets and the assessments to be levied against each Lot for the following calendar year to be delivered to each Owner at least thirty (30) days prior to the end of the current calendar year. The budget and the assessments shall become effective unless disapproved at a meeting by a majority of the Owners. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, each Owner shall have the rights and obligations set forth in ORS 105.170 to 105.185 and the provisions thereof shall apply to the water system in the same manner that they apply to private easements. Each Lot subject to assessment shall be

2 - DECLARATION OF PROTECTIVE COVENANTS (rsl:fall004.007)

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responsible for its prorata share of the annual assessment based on the total number of Lots subject to such assessment.

3.7 SPECIAL ASSESSMENTS: In addition to the other assessments authorized herein, the Association may levy special assessments in any year, which shall be assessed on a prorata basis based on the total number of Lots subject to this Declaration. So long as the total amount of special assessments allocable to each Lot does not exceed \$100.00 in any one (1) calendar year, the Board may impose the special assessment. Any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation shall be effective only if approved by a majority of the Owners. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the calendar year in which the special assessment is imposed.

3.8 LIEN FOR ASSESSMENTS: All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except for (a) liens for real property taxes; or (b) liens for all sums unpaid on a bona fide first Mortgage duly recorded in the land records of Deschutes County, Oregon, and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

3.9 EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than thirty (30) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any Owner who has not paid within thirty (30) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the unit. No Owner may waive or otherwise except liability for the assessments

3 - DECLARATION OF PROTECTIVE COVENANTS (rsl:fall004.007)

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provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot.

3.10 SUBORDINATION OF THE LIEN TO FIRST DEEDS OF TRUST AND FIRST MORTGAGES. The lien of the assessments, including interest, late charges, costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any bona fide First Mortgage or First Deed of Trust upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a First Mortgage or First Deed of Trust shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee of a First Mortgage or Beneficiary of First Deed of Trust of record obtains title, his or her successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of common expenses collectible from all the Lots, including such acquirer, his or her successors and assigns.

3.11 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments provided for herein shall commence as to all Lots then existing, except for Declarant owned Lots, which are provided for in 3.12 below, on the first day of the month following the conveyance of the first Lot by the Declarant, and shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that calendar year.

3.12 ASSESSMENTS BY DECLARANT. After the commencement of assessment payments as to any Lot, declarant covenants and agrees to pay the assessment for each Lot it owns from and upon the conveyance of two-thirds (2/3) of all Lots subject to this Declaration.

SECTION 4. DURATION AND AMENDMENT OF THIS DECLARATION

4.1 DURATION: The Covenants, Conditions and Restrictions of this Declaration 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 (30) years from the date this Declaration is recorded. However, unless within one (1) 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 (2/3) 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 (10) years and thereafter for successive periods of ten (10) years unless within one (1) year prior to the expiration of such period this Declaration is 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 at least two-thirds (2/3)

4 - DECLARATION OF PROTECTIVE COVENANTS (rsl:fall004.007)

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of the Lots subject to these Restrictions.

4.3 EFFECTIVE DATE: 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

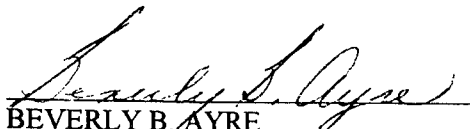
5.1 This declaration shall be specifically enforceable by any Owner of any Lot subject to this Declaration or by the Fall River Water Co. Any breach of this Declaration shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal or the enjoining of any 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.

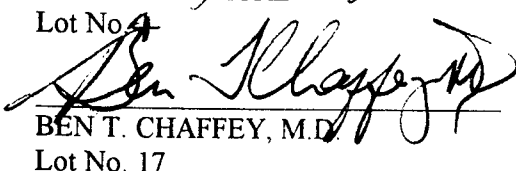
SECTION 6. EFFECT OF DECLARATION

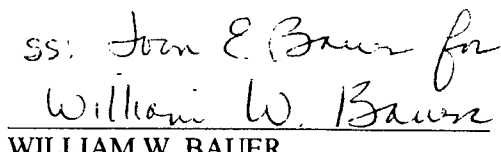
6.1 The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in Fall River and shall bind, benefit and burden each Lot in Fall River Water Co. The terms of this Declaration shall inure to the benefit and shall bind all Owners of any Lot in Fall River Water Co., 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 Water Co. The use restrictions and regulations set forth in this Declaration shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as Fall River Water Co. 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 29 day of August, 1994.

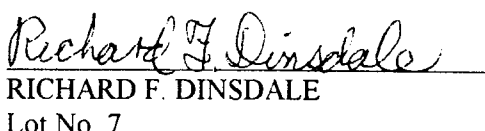

BEVERLY B. AYRE

Lot No. 9


BEN T. CHAFFEY, M.D.
Lot No. 17

ss: 
WILLIAM W. BAUER

Lot No. 13


RICHARD F. DINSDALE
Lot No. 7

5 - DECLARATION OF PROTECTIVE COVENANTS (rsl:fall004.007)

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Walter D. Elvebak
WALTER D. ELVEBAK
Lot No. 12

Kevin M. Felts
KEVIN M. FELTS
Lot No. 19

Albert R. Hanson
ALBERT R. HANSON
Lot No. 14

Lyle W. Hoffman
LYLE HOFFMAN
Lot No. 20

George W. Miles
GEORGE W. MILES
Lot No. 15

Evan D. Pruitt
EVAN D. PRUITT
Lot No. 9

Harold E. Wyman
HAROLD E. WYMAN
Lot No. 1

Tina Ward for
PALA ~~PAULA~~ BAILEY
Lot No. 6

Norman L. Estberg
NORMAN L. ESTBERG
Lot No. 16

Allen J. Full, Jr.
ALLEN J. FULL, JR.
Lot No. 11

Richard F. Hastay
RICHARD F. HASTAY
Lot No. 8

G. Eric Johnson
G. ERIC JOHNSON
Lot No. 5

Donald C. Moran
DONALD C. MORAN
Lot No. 10

Michael L. Smith
MICHAEL L. SMITH
Lot No. 2

Tina Ward
TINA WARD
Lot No. 6

DONNERBERG CONSTRUCTION INC.

By Michael J. Donnerberg, Pres.
Lot No. 18

STATE OF CALIFORNIA, County of _____, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by BEVERLY B. AYRE.

Notary Public for California
My Commission Expires _____

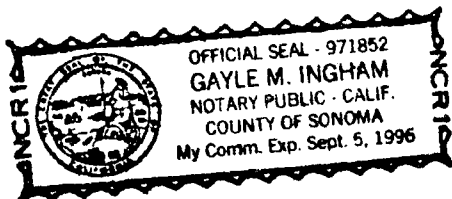
6 - DECLARATION OF PROTECTIVE COVENANTS (rsl:fall004.007)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CaliforniaCounty of SonomaOn August 29, 1994 before me, Gayle M. Ingham, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"personally appeared Beverly B. Ayre
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Gayle M. Ingham
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

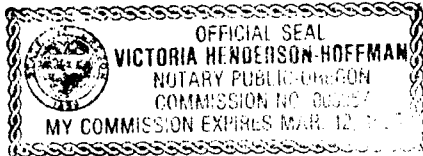
DESCRIPTION OF ATTACHED DOCUMENT

Declaration of Protection
 TITLE OR TYPE OF DOCUMENT

6
 NUMBER OF PAGES

Aug 29, 1994
 DATE OF DOCUMENT

Walter D. Elcock et al
 SIGNER(S) OTHER THAN NAMED ABOVE

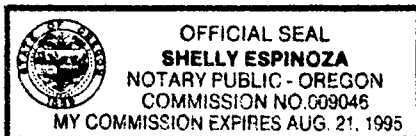
STATE OF OREGON, County of Deschutes, ss:The foregoing instrument was acknowledged before me this 29 day of May, 1994, by WILLIAM W. BAUER.

Victoria Henderson-Hoffman
 Notary Public for Oregon
 My Commission Expires 3-12-95

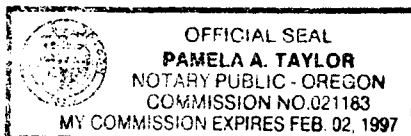
STATE OF CALIFORNIA, County of _____, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by BEN T. CHAFFEY, M.D.

 Notary Public for California
 My Commission Expires _____

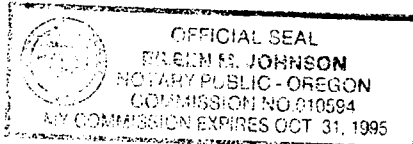
STATE OF OREGON, County of Multnomah, ss:The foregoing instrument was acknowledged before me this 22nd day of June, 1994, by RICHARD F. DINSDALE.

Shelly Espinoza
 Notary Public for Oregon
 My Commission Expires 8/21/95

STATE OF OREGON, County of Clackamas, ss:The foregoing instrument was acknowledged before me this 12th day of September, 1994, by Richard F. Dinsdale as President of DONNERBERG CONSTRUCTION, INC., on behalf of said corporation.

Pamela A. Taylor
 Notary Public for Oregon
 My Commission Expires 2-2-97

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 16th day of June, 1994, by WALTER D. ELVEBAK.

Eileen M. Johnson
 Notary Public for Oregon
 My Commission Expires 10-31-95

7 - DECLARATION OF PROTECTIVE COVENANTS (rsl:fall004.007)

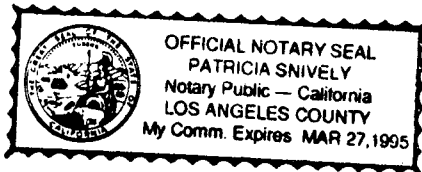
Holmes Hurley Bryant Lovhen & Lynch
ATTORNEYS AT LAW

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CaliforniaCounty of Los AngelesOn July 5, 1994 before me, Patricia Snively Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"personally appeared BEN T. CHAFFEY, M.D.
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Patricia Snively
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Declaration of Protective Covenants
 TITLE OR TYPE OF DOCUMENT

2

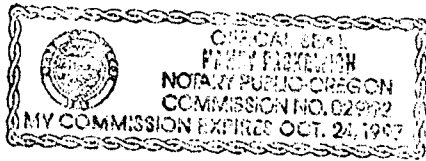
NUMBER OF PAGES

July 5, 1994
 DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF OREGON, County of Deschutes, ss:

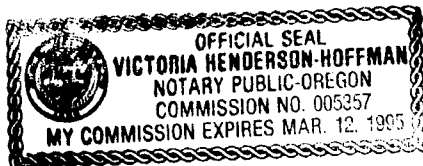
The foregoing instrument was acknowledged before me this 30th day of May, 1994, by NORMAN L. ESTBERG.



Nancy Ziskewicz
Notary Public for Oregon
My Commission Expires 10-24-97

STATE OF OREGON, County of Deschutes, ss:

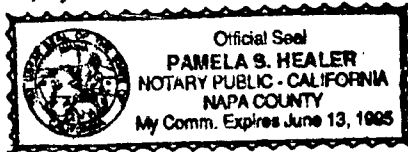
The foregoing instrument was acknowledged before me this 29 day of MAY, 1994, by KEVIN M. FELTS.



Victoria Henderson-Hoffman
Notary Public for Oregon
My Commission Expires 5-12-95

STATE OF CALIFORNIA, County of NAPA, ss:

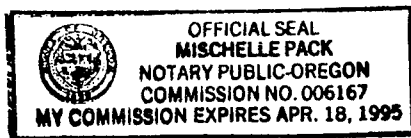
The foregoing instrument was acknowledged before me this 4th day of August, 1994, by ALLEN J. FULL, JR.



Pamela S. Healer
Notary Public for California
My Commission Expires 6-13-95

STATE OF OREGON, County of Deschutes, ss:

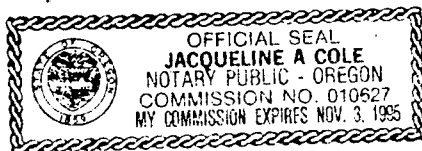
The foregoing instrument was acknowledged before me this 18 day of April, 1994, by ALBERT R. HANSON



Michelle Pack
Notary Public for Oregon
My Commission Expires 4-18-95

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 21 day of July, 1994, by RICHARD F. HASTAY.



Jacqueline A. Cole
Notary Public for Oregon
My Commission Expires Nov 3, 1995

8 - DECLARATION OF PROTECTIVE COVENANTS (rsl:fall004.007)

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

STATE OF OREGON, County of DESCHUTES, ss:

The foregoing instrument was acknowledged before me this 29 day of MAY, 1994, by LYLE HOFFMAN.



Victoria Henderson-Hoffman
Notary Public for Oregon

My Commission Expires 5.12.95

STATE OF OREGON, County of WASHINGTON, ss:

The foregoing instrument was acknowledged before me this 2nd day of JUNE, 1994, by G. ERIC JOHNSON.

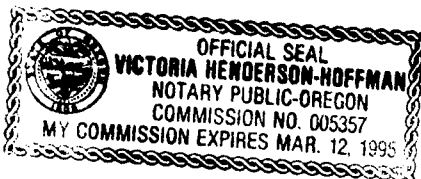


Nancy Joanne Johnson
Notary Public for Oregon

My Commission Expires 3/27/96

STATE OF OREGON, County of DESCHUTES, ss:

The foregoing instrument was acknowledged before me this 29 day of MAY, 1994, by GEORGE W. MILES.

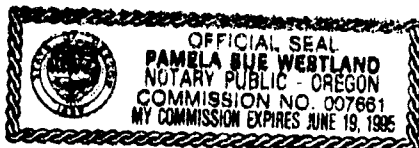


Victoria Henderson-Hoffman
Notary Public for Oregon

My Commission Expires 5.12.95

STATE OF OREGON, County of JACKSON, ss:

The foregoing instrument was acknowledged before me this 26 day of April, 1994, by DONALD C. MORAN.



Pamela Bue Westland
Notary Public for Oregon

My Commission Expires June 19, 1995

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 18 day of April, 1994, by EVAN D. PRUITT.



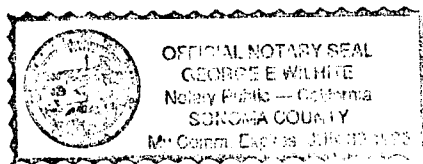
Michelle Pack
Notary Public for Oregon

My Commission Expires 4-18-95

9 - DECLARATION OF PROTECTIVE COVENANTS (rsl:fall004.007)

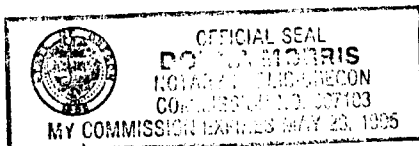
Holmes Hurley Bryant Lyden ☒ Lynch
ATTORNEYS AT LAW

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

STATE OF CALIFORNIA, County of Sonoma, ss:The foregoing instrument was acknowledged before me this 11th day of July, 1994, by MICHAEL L. SMITH.

George E. Wilhite
 Notary Public for California
 My Commission Expires 6/30/95

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 6 day of June, 1994, by HAROLD E. WYMAN.

Donna Morris
 Notary Public for Oregon
 My Commission Expires 5-23-95

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 19th day of October, 1994, by TINA WARD.

Brandi Gleason
 Notary Public for Oregon
 My Commission Expires June 16, 1998

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by PAULA BAILEY.
PAULA

 Notary Public for Oregon
 My Commission Expires _____

10 - DECLARATION OF PROTECTIVE COVENANTS (rsl:fall004.007)

Holmes Hurley Bryant Loxley ☒ Lynch

ATTORNEYS AT LAW

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

356 - 2957

EXHIBIT "A"

Lots 1, 2, 4, 5, 6 and 7, Block 1, Fall River Estates, Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 1, Fall River Estates First Addition, Deschutes County, Oregon.

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:

94 OCT 31 PM 3:22

MARY SUE PENHOLLOW
COUNTY CLERK

BY. T. Moore DEPUTY

NO. 94-43816 FEE 20.00

DESCHUTES COUNTY OFFICIAL RECORDS

11 - DECLARATION OF PROTECTIVE COVENANTS (rsl:fall004.007)

Holmes Hurley Bryant Lyden & Lynch
ATTORNEYS AT LAW

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