

90-01360

DECLARATIONS
RESTRICTIONS
PROTECTIVE COVENANTS
AND
CONDITIONS
FOR
FAWNVIEW

Deschutes County, Oregon

This Declaration made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarant";

WHEREAS, Declarant is the owner of certain real property in the County of Deschutes, State of Oregon, hereinafter referred to as "Said Property", more particularly described in the attached Exhibit "A"; and

WHEREAS, Declarant desires to subject said property to certain protective covenants and restrictions for the benefit of said property and its present and subsequent owners, as hereinafter specified, and will convey said property subject thereto;

NOW, THEREFORE, Declarant hereby declares that all of said property is and shall be held and conveyed upon and subject to the conditions, covenants and restrictions hereinafter set forth. These covenants, restrictions and conditions shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and also that these conditions, covenants and restrictions shall inure to the benefit of and be limitations upon all future owners of said property or any interest therein.

ARTICLE I

DEFINITIONS

Wherever used in this Declaration, the following terms shall have the following meanings:

- 1.1 "Said Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may be hereafter brought within the jurisdiction of the Association by recorded Declarations in the manner hereinafter set forth.
- 1.2 "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of said property or subdivided parcels of any such plat.

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Bend Title Company

- 1.3 "Owner" shall mean the record owner, whether one or more persons or entitled of fee simple title to any lot situated upon said property or a contract purchaser if his record owner retains title merely to secure an obligation.
- 1.4 "Roadway" shall mean any street, highway or other thoroughfare as shown on the recorded plat of said property.

ARTICLE II

RESTRICTIONS ON USE OF PROPERTY

- 2.1 Each lot shall be used for single family residential purposes only.
- 2.2 No building or other improvements shall be erected, placed or altered on any lot until the necessary building permits have been issued through the City, County of Deschutes or State of Oregon.
- 2.3 All driveways must be composed of asphalt or concrete.
- 2.4 The floor area of the constructed residence shall be not less than 1400 square feet, exclusive of one story porches and garages.
- 2.5 Set back lines shall be not less than 25 feet from the front line and 10 feet from side or back lot lines to any structure upon the lot, with the exception of a fence, the height, location and materials to be approved by the Architecture Review Committee.
- 2.6 All owners must comply with the laws and regulations of the State of Oregon, County of Deschutes and any municipality applicable to fire protection, building construction, water, sanitation and public health.
- 2.7 The cutting and removal of living trees will only be permitted where necessary for the construction of buildings or thinning for the beautification of the property.
- 2.8 No swine, horses, cows, turkeys, geese, chickens, ducks, pigeons, goats, rabbits, hares or other animals usually termed "farm animals" or "poultry" shall be kept or allowed to be kept on any lot. No commercial dog raising or cat raising, whether or not such constitutes the operation of a kennel within the meaning of any county or municipal ordinance, shall be conducted on said property.
- 2.9 All garbage, trash, cuttings, refuse, garbage and refuse containers, fuel tanks, clotheslines and other service facilities shall be screened from view from neighboring lots.

- 2.10 Each lot and its improvements shall be maintained in a clean and attractive condition and in good repair.
- 2.11 Parking of recreational vehicles is not permitted on the street or in front of residences. Such vehicles must be parked behind houses or on said yards.
- 2.12 All homes and other buildings shall be roofed with wooden shakes or tile.
- 2.13 The use of wood stains in lieu of paints will be encouraged. Bright paint exteriors, other than in trim or in accent panels, will not be permitted. All front yards shall be landscaped within one year after exterior construction is finished.
- 2.14 No noxious or offensive activities shall be carried on upon any lot nor shall anything be done which shall or may become an annoyance or nuisance to the owners of said property.
- 2.15 Any work in constructing or erecting any building or other structure or improvement shall be prosecuted diligently from the commencement thereof and the same shall be completed within a reasonable time in accordance with the requirements contained herein.
- 2.16 No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
- 2.17 Each lot purchaser shall, as soon as the service is available, hook up to the city sewer system. In so doing, each lot purchaser shall pay the cost of extending a sewer line from his home to the collection system and shall pay such hook up charge as the City may impose.

ARTICLE III

GENERAL PROVISIONS

- 3.1 Any owner or the owner of any recorded mortgage upon any of said property shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions and covenants now or hereafter imposed by the provisions of this Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.
- 3.2 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

3.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of 25 years from the date this Declaration is recorded, after which such covenants shall be automatically extended for successive periods of ten years. Any of the covenants and restrictions of this Declaration, except the easements herein granted, shall be amended during the first 25 years by a vote of at least 75 percent of the owners. All such amendments must be recorded in the appropriate Deed Records of Deschutes County, Oregon, to be effective.

3.4 Waiver. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant and the owner or owners of any portion of said property and their heirs and assigns and each of their legal representatives. Failure by Declarant or by any of the property owners or their legal representatives, heirs, successors or assigns to enforce any of such conditions, restrictions or covenants herein contained shall, in no event, be deemed a waiver of the right to do so.

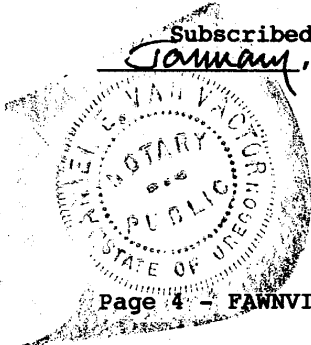
IN WITNESS WHEREOF, the undersigned, the owner of all said property, has hereunto caused these presents to be executed this 10 day of January, 1990.

Clara I. Anderson
Clara I. Anderson

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared the above named Clara I. Anderson and acknowledged that she signed the same freely and voluntarily.

Subscribed and sworn to before me this 10 day of January, 1990.



Daniel E. Van Vactor
Notary Public for Oregon
My commission expires: 5/12/92

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:

90 JAN 16 PM 4:08

MARY SUE PENHOLLOW
COUNTY CLERK

BY: *J. Sue* DEPUTY
NO. 90-01360 FEE 25
DESCHUTES COUNTY OFFICIAL RECORDS

