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AMENDED DECLARATIONS
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED DECLARATION, made on the date hereinafter set forth by FOUR SEASONS INVESTMENT CO., a general partnership, and the undersigned individual owners of lots subject to the Building and Use Restrictions recorded in Book 12, Page 1, Deschutes County Oregon Plat Records, hereinafter for convenience referred to as the "Declarants",

W I T N E S S E T H :

WHEREAS, DECLARANTS comprise all of the owners of certain real property in Deschutes County, State of Oregon, which is more particularly described as "Forest View First Edition located in Section 32, Township 21 South, Range 10 East, Willamette Meridian," and

WHEREAS, DECLARANTS desire to amend those certain Building and Use Restrictions recorded in Book 12, Page 1, Deschutes County Oregon Plat Records and to substitute for the said Building and Use Restrictions the Amended Covenants, Conditions, and Restrictions herein set forth.

NOW, THEREFORE, DECLARANTS hereby declare that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding and all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 2. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

SECTION 3. "Properties" shall mean and refer to that certain real property here and above described.

ARTICLE II

EXCLUDED LOTS OF THE PROPERTY

SECTION 1. Lots 1, 2, and 3 of Block 8, Lot 6 of Block 6, and Lots 1, 2, and 3 of Block 7 are excluded from this Amended Declaration of Covenants, Conditions, and Restrictions, and in addition, said lots are released from the provisions of the "Building and Use Restrictions" found in Book 12, Page 1, Deschutes County Oregon Plat Records.

ARTICLE III

ARCHITECTURAL CONTROLS

SECTION 1. Each lot in a subdivision shall be used for residential purposes only. There shall not be more than one detached single family dwelling not to exceed two stories in height and not more than one double garage or carport and two accessory buildings, such as workshops or stables, located upon each one full acre of a lot.

SECTION 2. No lot shall be divided into smaller parcels than that shown on the final plat map and no more than one dwelling shall be

constructed on any lot unless approved by the Deschutes County Planning Commission.

SECTION 3. The floor area of constructed residences shall not be less than 480 square feet exclusive of porches and garages.

SECTION 4. All buildings constructed on the property must be suitable for year round use and must be placed on permanent, continuous foundations consisting of concrete, brick, pumice blocks, or stone masonry. Pitch of the roofs and size and spacing of ceiling joists must be adequate to withstand the snow pack of the local area. All roofs must be of composition or wood shingle unless approved by FOUR SEASONS INVESTMENT CO. or its authorized agent or successor in interest.

SECTION 5. All buildings, fences, and improvements must be constructed in a workmanlike manner, be properly finished and painted, and shall harmonize with the surroundings.

SECTION 6. No more than twenty-four months shall elapse from the time of the issuance of a building permit until the completion of the permanent dwelling. No temporary structure may be used as living quarters, except during the construction period of the permanent dwelling. Temporary structures used as living quarters and exterior latrines shall only be allowed on the property during the construction time of the permanent dwelling.

SECTION 7. The cutting or removal of living trees will be permitted only where necessary for the construction of buildings and, exercising sound discretion, for the beautification of the property.

ARTICLE IV

USE RESTRICTIONS

SECTION 1. No permanent improvements shall be constructed on the property within fifty feet of any road and within twenty feet from

all other lot lines. The area within the prohibited areas in the first sentence of the section shall be kept free of all dead standing trees and woody debris presently on the ground. Further, all solid blocks of live trees within said areas shall be thinned so as to lessen the danger of fire spreading from one lot to another.

SECTION 2. No campers or travel trailers will be allowed for permanent residence. Mobile homes having 480 square feet or more as living space may be used as permanent residence, provided they are skirted and appear to be a permanent installation. Any mobile home older than five years must be approved by FOUR SEASONS INVESTMENT CO., its authorized agent, or its successor in interest.

SECTION 3. Rubbish, trash, garbage or other refuse shall be kept in sanitary containers at all times and no portion or area of the property shall be used or maintained as a dumping ground for such items. Approved incinerators must be used in an area sufficiently cleared to prevent the possibility of fire starting on the property.

SECTION 4. No animals, other than domestic household pets and horses, shall be kept on any part of the property.

SECTION 5. Domestic water provided by individual wells shall be constructed in accordance with the requirements of the state engineer's office. All wells shall be located at least 100 feet from any sewage drain field. In event that any system is designed to serve more than three dwellings, plans shall be submitted to the Oregon State Division of Health for approval prior to commencing construction.

SECTION 6. All access to lots will be taken only from the roads provided in a subdivision.

SECTION 7. All landowners must comply with the laws and regulations of the State of Oregon, the County of Deschutes, and any municipality having jurisdiction of fire protection, building construction, water, sanitation, and public health.

SECTION 8. No commercial, professional, noxious, or offensive trade or activity shall be carried on or be allowed upon any lot.

ARTICLE V

GENERAL PROVISIONS

SECTION 1. Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, or reservations now or hereafter imposed by the provisions of this amended 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.

SECTION 2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner affect any other provision which shall remain in full force and effect. These covenants, restrictions, and conditions are to remain in effect for a period of ten years from the date of this amended declaration and shall automatically extend unless the owners of fifty-one percent of the total area of all parcels in the subdivision shall agree in writing to a change. Any such writing or amendment must be recorded.

FOUR SEASONS INVESTMENT CO.
A Partnership

By: Gerald D. Olson
Gerald D. Olson
General Partner

STATE OF OREGON)
County of Deschutes) ss.

Gerald D. Olson

Personally appeared Gerald D. Olson of FOUR SEASONS

INVESTMENT CO. who being sworn stated that they are the owners of subject property and that this declaration of building and use restrictions was voluntarily signed in their behalf. Before me,

Karen S. Olson
Notary Public for Oregon
My Commission Expires: Sept 6, 1975

Dec 8, 1974
Date

[Signature]
375 Balboa St

12/8/74
Date

[Signature]
2470 No. 5th St - Springfield, Ore

12/8/74
Date

[Signature]
81916 N. Cleveland Rd
Ore

12/8/74
Date

[Signature]
Rt 2 Box 139 Springfield Ore

12/8/74
Date

[Signature]
P.O. Box 1172 Springfield, Oregon

STATE OF OREGON }
County of Deschutes } ss.

Personally appeared before me [Signature]
and [Signature] on this 8th day of December
1974

Karen S. Olson
Notary Public for Oregon
My Commission Expires: Sept 6, 1975

ROSEMARY PATTERSON
Notary Public for Oregon
My Commission Expires: Sept 6, 1975

Notary Public for Oregon
My Commission Expires: Sept 6, 1975

NOTARY

STATE OF OREGON
County of Deschutes
Personally appeared before me
this 19 day of Sept 1974

STATE OF OREGON
County of Deschutes
ss.

Notary Public for Oregon
My Commission Expires: Sept 6, 1975

STATE OF OREGON
County of Deschutes
Personally appeared before me
this 1 day of Nov 1974

STATE OF OREGON
County of Deschutes
ss.

Notary Public for Oregon
My Commission Expires: Sept 6, 1975

STATE OF OREGON
County of Deschutes
Personally appeared before me
this 19 day of Sept 1974

STATE OF OREGON
County of Deschutes
ss.

Notary Public for Oregon
My Commission Expires: Sept 6, 1975

STATE OF OREGON
County of Deschutes
Personally appeared before me
this 19 day of Sept 1974

STATE OF OREGON
County of Deschutes
ss.