

PROTECTIVE COVENANTS AND CONDITIONS

FOR

FRYREAR RANCH SUBDIVISION

DESCHUTES COUNTY, OREGON

ARTICLE 1PROTECTIVE COVENANTS AND CONDITIONS ON USE OF PROPERTY

Section 1. As used in this document, "owner" means the record owner of the fee simple title to any lot within the subdivision, or a contract purchaser if the seller retains legal title merely to secure performance of the contract.

Section 2. Each lot shall be used exclusively for residential, agricultural, or livestock purposes. The term "livestock" shall include cows, horses, sheep and llamas. It will exclude hogs and chickens.

Section 3. No mobile homes, campers, travel trailers, or similar units may be permanently occupied or installed on any lot; however, a camper or other such unit may be used on a temporary basis (in and out) during weekend visits prior to building, on a continuing basis during a vacation not to exceed two (2) weeks, and during the period of construction of a permanent residence on a lot. Any campers, travel trailers, or other such units, kept on any lot, shall be stored in such a manner as to be screened from the view of other lots in Fryrear Ranch.

Section 4. The period of construction for a permanent dwelling shall not exceed twelve (12) months.

Section 5. All driveways must be composed of cinders, gravel, or asphalt.

Section 6. All buildings must conform to all laws and regulations of the State of Oregon, Deschutes County, and any applicable municipality relating to zoning, fire protection, building construction, water, sanitation and public health. Dwellings must be suitable for year round use and must be placed upon permanent foundations consisting of concrete, brick, pumice blocks or stone masonry, in accordance with state and county building codes. All buildings, fences and improvements must be constructed in a workmanlike manner and kept in a condition of good repair. Exposed portions of foundations must be painted or sided if more than 12 inches above the ground. Exteriors of buildings are to be finished with natural material with a rustic appearance using earth tone or natural tone stains. Concrete block chimneys shall be covered with rock, brick, or wood. Roofing shall be wood shake or shingle or earthtone tile. Spark arresters are to be installed in all chimneys.

Section 7. All buildings shall be set back at least 50 feet from all lot boundary lines. Fences shall not exceed 60 inches in height and must harmonize with the surroundings.

Section 8. Dwellings shall be single family, not exceeding two stories in height, and not smaller than 1,000 square feet.

Section 9. No lots may be further subdivided. A lot-line adjustment shall not be considered a subdividing under this section. Any such lot-line adjustment must conform to all applicable state, county and municipal laws and regulations.

Section 10. No commercial, professional, noxious, or offensive trade or activity shall be carried on upon any lot in the subdivision. No activity shall be permitted which constitutes an annoyance or nuisance. Motorized vehicles shall be used for ingress and egress only, and only on established roads. A farm tractor shall not be considered such a "motorized vehicle".

Section 11. The cutting or removal of living trees will be permitted only where necessary for the construction of buildings, thinning for the beautification of the property, or for those lots without existing meadow to provide a garden area.

Section 12. All garbage, trash, cuttings, refuse, garbage and refuse containers, fuel tanks, clothes lines and other service facilities shall be screened from the view of neighboring lots. Rubbish and garbage must be kept in suitable containers and removed from the premises. No rubbish may be burned, dumped or buried on the premises or in any area within Fryrear Ranch.

Section 13. 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.

Section 14. The owner with livestock shall construct fences around his lot which shall be adequate to prevent the escape of such livestock. The owner of any lot keeping livestock shall be liable for all damages caused by livestock escaping and running at large.

Section 15. No mercury vapor or similar type yard light may be installed. Incandescent yard lights must be switched, and may not be left burning except briefly at night, unless screened so as to shine downward only.

Section 16. No more than one sign will be permitted for each lot. The text shall be limited to the owner's name or name and address. Over-all dimensions shall be the minimum required to present the text in letters not exceeding 4" in height.

Section 17. The roofs of all buildings shall be kept clear of needles, leaves, and other flammable material. All stoves, heating systems, liquid gas systems and electrical wiring shall be so installed as to minimize the danger of uncontrolled fire and comply with the building and electrical codes of the National Board of Fire Underwriters. The burning of debris in open fires shall be prohibited during the closed season without a fire permit.

Section 18. Dogs shall not be permitted to run at large. At no time shall dogs be permitted to interfere with or annoy (e.g. persistent barking) other residents.

Section 19. The shooting of firearms within Fryrear Ranch is prohibited.

ARTICLE IIHOMEOWNERS' ASSOCIATION

Section 1. There shall be established a homeowners' association for the subdivision to be named The Fryrear Ranch Homeowner's Association (hereinafter referred to as "The Association").

Section 2. Each owner of property in the subdivision shall, upon becoming an owner, be a member of the Association. Each lot in the subdivision shall be included in the Association and may not be withdrawn.

Section 3. Each lot in the subdivision shall be subject to all liens and assessments levied by the Association in accordance with its bylaws. Each owner shall be personally liable for all assessments levied by the Association for as long as he shall own land in the subdivision. If an owner sells his land, he shall no longer be personally liable for any unpaid assessment, but the land shall remain subject to the lien of the unpaid assessment.

ARTICLE IIIGENERAL PROVISIONS: ENFORCEMENT

Section 1. Every owner shall have the right to enforce, by any proceeding at law or in equity, the provisions of the covenants and conditions. Failure by any owner to enforce any covenant or condition contained herein shall in no event be deemed a waiver of the right to do so thereafter. If any owner constructs or permits to be constructed on his property any improvement which violates, or allows the conditions of his property to violate, any provision of these covenants and conditions, any other owner, no sooner than sixty (60) days after delivery to the offending owner of written notice of the violation, may enter upon the offending property and remove the cause of such violation, or alter, repair, or change the item which is in violation of these covenants and conditions in such manner as to make it conform thereto, with the reasonable cost of such action to be a charge against the offending owner's land.

Section 2. Invalidity of any one of these covenants or conditions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. The covenants and conditions shall run with and bind the land. They shall inure to the benefit of and be enforceable by any owner, his representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date hereof after which time said covenants shall be automatically extended for successive periods of ten (10) years. Any of these covenants and conditions may be amended during the first twenty-five (25) year period by an instrument signed by owners of at least seventy-five percent (75%) of the property in the subdivision. All such amendments shall be recorded in the Deed Records of Deschutes County, Oregon.

Section 4. Each lot in Fryrear Ranch shall be subject to its prorata share of the necessary cost and expenses incurred in maintenance of roads. Each lot shall be subject to a lien in favor of the owners of all other lots for the collection of these expenses, and this lien shall be of the same kind and may be enforced, so far as possible, as provided in the Oregon Unit Ownership Law, ORS Chapter 91.

IN WITNESS WHEREOF, the undersigned, the owners of all property in Fryrear Ranch, have executed these covenants and conditions this 23 day of July, 1980.

SQUAW CREEK LAND AND CATTLE CO., INC.

BY: Rod Jeffrey
Rod Jeffrey, President

BY: Myron F. Reed
Myron F. Reed, Vice-President

BY: William R. Reed, Jr.
William R. Reed, Jr. Treasurer

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

Personally appeared ROD JEFFREY, MYRON F. REED, & WILLIAM R. REED, JR. who, being duly sworn, each for himself and not one for the other, did say that they are the President, Vice-President, and Treasurer, respectively of SQUAW CREEK LAND AND CATTLE CO., INC., a corporation, and that the seal affixed to the foregoing instrument in the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before Me: [Signature]
Notary Public for Oregon
My Commission Expires: 19 Nov 1981

1980
STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 24 day of July A.D. 1980 at 10:14 o'clock A. M. and recorded in Book 325 at Page 471 Records of [Signature]

ROSEMARY PATTERSON

County Clerk

By [Signature] Deputy

