

6404

152-593

12/7/66

**BUILDING AND USE RESTRICTIONS**

**Rimrock Village Subdivision  
Deschutes County, Oregon**

**A. PREAMBLE**

Know all men by these presents, that C & R Investment Company, a partnership organized and existing under and by virtue of the laws of the State of Oregon, Charles P. Crum and Robert C. Crum, hereinafter called the declarants, do hereby declare as follows:

Whereas the declarants are the owners respectively of real property, Rimrock Village, Deschutes County, Oregon, according to the plats there upon record in the office of the County Clerk of Deschutes County, Oregon, herein referred to as said property as follows:

That portion of the southeast 1/4 southwest 1/4 of Section 17, Township 17 South, Range 12 East W.M., more particularly described as follows:

Beginning at a point whence South one-quarter corner of said Section 17 bears south 89 degrees, 8 minutes, 4 seconds east, 12.50 feet, thence north zero degrees, 03 minutes, 45 seconds west, 450.00 feet, thence north 89 degrees, 56 minutes, 15 seconds east, 52 feet more or less to a point on the westerly right-of-way of the Old Dalles-California Highway; thence along a 12 degree curve right 214 feet more or less; thence south 89 degrees, 56 minutes, 15 seconds west, one foot more or less to a point on the east line of the said southeast quarter southwest quarter; thence north zero degrees, 3 minutes, 45 seconds west, 462.59 feet; thence west 644.50 feet, thence north 153.48 feet; thence north 89 degrees, 30 minutes, 15 seconds west, 330.00 feet; thence south, 373.89 feet to an iron pipe; thence south, 138 feet more or less to the center of the Deschutes River; thence south-easterly following the center of the Deschutes River to the south line of said Section 17; thence south 89 degrees, 8 minutes, 4 seconds east, 172 feet more or less to an iron pin; thence south 89 degrees, 03 minutes, 4 seconds east, 277.89 feet to the point of beginning.

Said tract to contain approximately 18.7 acres. Bearings were taken from John Eaton's survey of said tract. All lot corners are marked with 1/2" x 24" iron pins and wooden witness stakes.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, marital status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604 (c).

1. FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants in Part D shall apply to all areas as indicated on official plat map of Risrock Village.

2. PARK AREA

The park area covenants in Part D shall apply to that portion of Risrock Village designated as the Park Area.

C. RESIDENTIAL AREA COVENANTS

1. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No buildings other than one detached single family dwelling, not to exceed one and one-half stories in height, and a private garage for not more than two cars shall be erected, altered, placed, or permitted to remain on any lot.

2. ARCHITECTURAL CONTROL

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, topography, and general nature of the surrounding land. The following guidepoints will be considered by the architectural committee in approving building plans. It is realized that with passing time these general criteria may change, in keeping with changes in building materials, methods of construction, and architectural concepts.

In general, all homes will be single-story, except on sites which lend themselves to daylight basements. Views from all lots will be safeguarded to the greatest possible extent.

All garages or carports will be attached to homes except when attachment is prevented by unusual topography. Abundant use of outdoor decks and patios will be encouraged.

The use of new materials on all exterior surfaces will be required; used brick will be permissible. It is desired that a majority of the homes have their exteriors made from materials indigenous to the Northwest.

The use of wood stains in lieu of paints will be encouraged. Bright paint exteriors other than in trim or in accent panels will be discouraged, and will be approved only in unusual locations.

The orientation and location of houses on lots is to be reviewed by the architectural control committee. The intent is to keep all homes as compatible as possible with their natural surroundings and with each other.

Exposed roll roofing and V-crimp or corrugated metal roofs may not be used on any structure. No asphaltic covering shall be used as finished exterior siding.

In addition, no fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved. Approval shall be as provided in Part E.

### 3. DWELLING SIZE AND VALUATION

No minimum square footage, roof area, or cost has been established in restriction. Rather than fix arbitrary standards, the site will be reviewed by the architectural control committee. The important considerations will be compatibility of the home to its site and to its neighbors. We are aware that with thought and planning a home of outstanding attraction can be built in as little as 800 square feet. We anticipate that homes at Kiarock Village will vary in size from about 800 square feet up to several thousand square feet. We suggest submission of tentative plans for approval before proceeding with final plans.

### 4. BUILDING LOCATION

- a. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back line shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 25 feet to any side street line.
- b. No building shall be located nearer than 15 feet to an interior lot line.
- c. For purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- d. A further exception is that no building or structure of any sort shall be placed within 50 feet of the southerly lot line of Lot 1, Block 3.

### 5. LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 20,000 square feet, and excepting also that a structure may be erected on Lot 3, Block 3, and structures may be erected on Lot 5, Block 1, as should be required for a water system.

Easements for utility lines and other public facilities are required to be shown on all lots. No easements, no structure, piping, or other utility shall be placed or permitted to remain on any lot or improvement. The installation of utility lines or other facilities shall be in the direction of flow of drainage channels on the easements.

Easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

#### 7. NUISANCES

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

#### 8. TEMPORARY STRUCTURES

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.

#### 9. SIGNS

No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period. An exception will be one permanent sign to be erected at the entrance identifying the subdivision, said sign to be in keeping with surrounding terrain and natural vegetation.

#### 10. OIL AND MINING OPERATIONS

Said property shall not, nor shall any part thereof, be used for the purpose of exploring for, taking therefrom, or producing therefrom, gas, oil, or other hydrocarbon substances.

#### 11. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

12. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or waste shall not be kept on lots in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

13. WATER SUPPLY

No individual water supply system shall be permitted on any lot.

14. SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless and until such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the County Health Department.

15. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, or shrub planting which obstructs sightlines at elevations between two and six feet above the roadway shall be placed or permitted to remain at any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or the street property lines extended at the rounded property corner intersection. The same sightline limitation shall apply on any lot within ten feet from the intersection of a street property line, with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

16. LAND NEAR PARKS AND WATERCOURSES

No buildings shall be placed nor shall any material or refuse be placed or stored on any lot within twenty feet of the property line of any park or edge of any open watercourse.

17. LANDSCAPING

It is the desire of C & R Investment Co. to preserve natural vegetation of Riverview Village to the greatest extent possible, and to preclude the planting of trees, shrubs, lawns, and other vegetation which would not be in keeping with the general surrounding area.

**D. PARK AREA COVENANTS**

No structure shall be permitted in the park area except those which might be used for the common enjoyment of all residents. No trash or garbage shall at any time be placed upon the park area. No trees, rocks, or other material may be moved from the park area, except by designation of the architectural committee, with the intent of maintaining the park area in a natural state with only a minimum of alteration in order that it be made useful.

**E. ARCHITECTURAL CONTROL COMMITTEE**

**1. MEMBERSHIP**

The architectural control committee shall at all times consist of as many persons, not less than three, as C & R Investment Co. may appoint.

At any time a majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.

**2. PROCEDURE**

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

**F. GENERAL PROVISIONS**

**1. TERM**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

3. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

STATE OF OREGON )

County of Deschutes )

BE IT REMEMBERED, that on this 5<sup>th</sup> day of April, 1967, before me, a Notary public in and for said County and State, personally appeared the within named Robert C. Crum, a married man, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

*[Signature]*  
Barbara Jane Sullivan  
Notary Public for Oregon  
My Commission Expires: 4-27-70



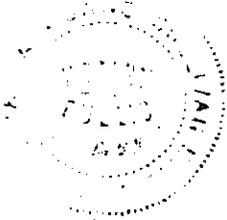
STATE OF OREGON )

County of Deschutes )

BE IT REMEMBERED, that on this 5<sup>th</sup> day of April, 1967, before me, a Notary Public in and for said County and State, personally appeared the within named Charles P. Crum, a married man, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

*[Signature]*  
Charles P. Crum  
Notary Public for Oregon  
My Commission Expires: 4-27-70



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STATE OF OREGON )  
County of Deschutes )  
I hereby certify that the within instrument  
of writing was received for Execut  
on the 5<sup>th</sup> day of April  
A. D. 1967 at 4:15 o'clock P.M.  
and recorded in book 102  
on page 593 Execut  
*[Signature]*  
Notary Public for Oregon  
My Commission Expires: 4-27-70

*[Signature]*  
Barbara Jane Sullivan