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BUILDING AND USE RESTRICTIONSRIVER BEND ESTATESDESCHUTES COUNTY, OREGON

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, RIVER BEND LAND CO., GREG. LTD., a Limited Partnership, owner of RIVER BEND ESTATES, as Platted and Recorded in Plat Book 5, page 37, Deschutes County, Oregon plat records, does hereby declare that said property shall be subject to the following covenants, conditions and restrictions.

1. Lots 1 through 91, inclusive, and Lots 106 through 144, inclusive, shall be used for residential purposes only and shall not be used for any commercial purposes whatsoever. Lots 92 through 105, inclusive, may be used for commercial or light industrial purposes.
2. No residence shall be constructed with less than 500 square feet of ground floor living area, exclusive of garages and open porches.
3. Buildings must be suitable for year around use and must be placed on permanent masonry foundations or footings. All buildings, outbuildings and fences must be constructed in a workman-like manner of attractive, properly finished material that harmonizes with the surroundings. Fences shall not exceed 60" in height.
4. All laws of the County of Deschutes and the State of Oregon must be complied with as to fire protection, building construction, sanitation and public health.
5. Each residence shall have an individual sewage disposal system including a septic tank of an FHA approved type. Location of septic tanks shall be not less than the stated distances from the following:

(a) Any source of domestic water supply:	50 ft.
(b) Property line:	10 ft.
(c) River, stream or lake:	50 ft.
(d) Occupied building line:	10 ft.
(e) Water main or service line:	10 ft.
6. No animals, other than domestic household pets, shall be kept on any part of Lots 1 through 80, inclusive. As to the remaining Lots, all animal enclosures shall be at least 50' from existing residences.
7. No trailer, basement, tent, shack, garage or other outbuilding constructed or placed upon any portion of Lots 1 through 80, inclusive, shall be used as a permanent residence.
8. A time limit is hereby imposed on the length of time required for construction of any residence structure. A period of time not to exceed two years from the date of beginning construction is allowed for the completion of said construction.
9. All buildings shall be constructed at least 25' from any property line on Lots 81 through 92, inclusive, and Lots 105 through 144, inclusive.
10. No noxious or offensive trade or activity shall be carried on upon any of the residential lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
11. River Bend Land Co., Greg. Ltd. hereby reserves a right of way, with right of entry upon, over, under, along, across, and through the said River Bend Estates for the purpose of erecting, constructing,

operating, repairing and maintaining pole lines with cross arms for the transmission of electrical energy, and for telephone lines, and/or for laying, repairing, operating, and renewing, any pipe line or lines for water, gas or sewage, and any conduits for electric or telephone wires, and reserving to River Bend Land Co., Oreg. Ltd. the sole right to convey the rights hereby reserved.

- 12. These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of the above described subdivision, and it is intended hereby that any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce the restrictions herein set forth.
- 13. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said land and all persons claiming by, through or under them.
- 14. Invalidation of any one of these foregoing covenants, conditions or restrictions or any portion thereof by court order, judgement or decree shall in no way affect any of the other remaining provisions hereof which shall, in such case, continue to remain in full force and effect.
- 15. All covenants, conditions and restrictions which are included herein and which are in addition to the laws and regulations of the County of Deschutes and State of Oregon may be removed, modified or amended at any time by a majority of the land owners of River Bend Estates by filing with the Deschutes County Clerk an affidavit that they desire specific covenants, conditions or restrictions removed, modified or amended, and the Deschutes County Clerk is hereby authorized upon receipt of an affidavit to this effect to strike, modify, abrogate, rescind or amend any such covenant, condition or restriction from the original plat covenants, conditions and restrictions so as to give public notice of any such change.

Dated this 8th day of February, 1962.

RIVER BEND LAND CO., OREG. LTD.

William E. Buck
William E. Buck - General Partner

STATE OF OREGON)
 : ss.
COUNTY OF DESCHUTES)

BE IT REMEMBERED, That on this 26 day of June, 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named WILLIAM E. BUCK, known to me to be the identical person described in and who executed the within instrument and acknowledged to me that the same was executed freely and voluntarily.

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

Robert A. Starn
Notary Public for Oregon

My commission expires: May 17, 1965

