

AMENDMENT ON WEB

**DECLARATION OF CONTINUED PROTECTIVE COVENANTS
FOR THE SUBDIVISION OF FALL RIVER ESTATES
DESCHUTES COUNTY, OREGON**

WHEREAS, the property within the Fall River Estates Subdivision and all additions thereto were subject to Protective Covenants for the Subdivision of Fall River Estates, and any addition thereto, Deschutes County, Oregon, and

WHEREAS, in accordance with the terms of said Declaration, the covenants were to run with the land be binding on all parties and all persons claiming under them for a period of 25 years from the date said Declaration was recorded, and

WHEREAS, a majority of the then owners of the lots within Fall River Estates, and all additions thereto, have agreed to extend said Covenants and to modify said Covenants in accordance with Section 14 of the original Protective Covenants.

Section 14 of the original Protective Covenants reads:

TERM:(same as above with this additional verbiage)

unless an instrument signed by a majority of the then owners of the lots, agreeing to change said covenants in whole or in part.

First amendment was made and recorded with Deschutes County June 30, 2006

NOW, THEREFORE, the following Covenants, Conditions and Restrictions are hereby made applicable to all the real property described in exhibit "A", attached, hereto and by this reference incorporated herein:

SECTIONS

SECTION 1. DEFINITIONS

1.1 FALL RIVER ESTATES: The term "Fall River Estates" shall mean all of the real property now or hereafter made subject to this Declaration.

1.2 LOT: The term "Lot" shall mean each parcel shown on the map attached as Exhibit "B" and by this reference incorporated herein, or any future divisions thereof

1.3 DECLARATION: The term "Declaration" shall mean this Declaration of Covenants, Conditions, and Restriction for Fall River Estates.

1.4 HOMESITE: "Homesite" shall mean a lot as defined herein.

1.5 OWNER "Owner" shall mean and refer to either all holders of fee title to any lot, or any other person or persons entitled to possession of the lot pursuant to a contract or lease.

1.6 IMPROVEMENTS: The term "improvements" shall include, but not be limited to, any buildings, outbuildings, private roads, driveways, parking area, fences, and barriers, retaining walls and stairs, decks, hedges, windbreaks, planting, planted trees and shrubs, signs, storage areas and all other structures or exterior landscaping.

SECTION 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR FALL RIVER ESTATES

2.1 GENERAL DECLARATION CREATING FALL RIVER ESTATES: Declarant hereby declares that all of the real property located in Deschutes County, Oregon, and described in Exhibit "A" is and shall be pledged, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this declaration. All of said Restrictions are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions and Restrictions of Fall River Estates run with all of the said real property and for all purposes and shall be binding upon and inure to the benefit of all owners, and their successors in interest as set forth in this Declaration.

SECTION 3 RESTRICTIONS ON USE OF PROPERTY

3.1 LAND USE AND BUILDING TYPE: No Lot shall be used except for residential purposes. On residential lots, no buildings shall be erected, altered, placed or permitted to remain other than one (1) single-family dwelling, a garage, carport, shop and storage buildings
(Recorded Modification June 30, 2006 removed the term "an attached" before the word "carport".)

3.2 All land owners must comply with the laws and regulations of the State of Oregon, County of Deschutes and any municipality application to fire protection, building construction, water, sanitation and public health.

3.3 BUILDING LOCATION: All side, front and rear yards shall conform to Deschutes County Building Department for this type of property.

3.4 DWELLING AND SIZE: The floor area of residences shall be of not less than 1200 square feet on the river frontage lots. Lots, other than river frontage lots shall have a floor area of not less than 1000 square feet, exclusive of porches and garages.

3.5 DWELLING COMPLETION: A time limit is hereby imposed on the length of time for construction of the residence structure. A period of time not to exceed eighteen (18) months is allowed to complete the finished outside appearance of the residence or dwelling. The period of time is from the start of construction to completion of the same.

3.6 TEMPORARY STRUCTURES: No Structure of a temporary character -- basement, tent, shack, barn or other outbuildings shall be used on any lot at any time as a residence, either temporary or permanent, except the eighteen (18) month time limit of a permanent dwelling construction, except for a manufacture home or a recreation vehicle as a temporary residence on an individual lot as allowed by Section 18.116.080 of the Deschutes County Code, or the successor of such ordinance.

3.7 All Buildings and fences must be constructed in a workmanlike manner of attractive and properly finished materials that harmonize with the surroundings. Fences shall not exceed 72 inches in height. No solid fences shall be permitted along an roadway or along Fall River.

3.8 WELLS AND SEWAGE DISPOSAL SYSTEMS: Septic tanks and domestic water wells shall be in accordance to specifications set out by the governing agencies, mainly the State Engineer's Office, Water Resources Department and Deschutes County Sanitarian.

(a) Under no conditions will an exterior latrine be allowed.

3.9 GARBAGE DISPOSAL: Garbage shall be stored in an insect and rodent free container. Under no conditions shall dumping of any refuse in any streams or on the adjoining Federal Lands be permitted.

SECTION 3 CONTINUED:

3.10 MAINTENANCE/NON-OPERATIONAL VEHICLES: 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. Any non-operational vehicles (including recreational and/or utility vehicles), or any vehicle which is in an extreme state of disrepair should either (1) be removed from the Owner's property; (2) be stored within a garage or similar structure; or (3) screened from general view.

3.11 ANIMALS/LEASH LAW: No animals other than domestic household pets shall be kept on any part of said property. Dogs shall not be permitted to run loose or unattended in Fall River Estates. They shall be confined to their Owner's property, on a leash, or under effective voice control. Persons walking dogs must have them on a leash at all times.

3.12 NUISANCES: No commercial, professional, noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. In order to promote and protect the tranquility of the Fall River Estates neighborhood, all loud noise activities will cease between the hours of 10:00 p.m. and 7:00 a.m. daily.

3.13 FIREARMS: No firearms shall be discharged within Fall River Estates.

3.14 BUILDINGS: Buildings 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 roof and the size and spacing of rafters and ceiling joists must be adequate to withstand heavy snow packs. Chimneys must be constructed from ground level and shall consist of pumice or concrete blocks, bricks, stone and masonry, or comparable fire-resistant materials.

3.15 RECREATIONAL VEHICLES: Recreational vehicles shall be permitted on individual lots only as allowed by Section 18.116.200 of the Deschutes County Code, or the successor of such ordinance.

Note: 18.116.200.(Repealed by Ord. 98-062, 1998)

3.16 TRANSIENT RENTAL USE: No Owner or Owners of any Lot within Fall River Estates shall be permitted to rent their Lot or living unit to any person or persons for transient occupancy, which shall be for a period of 30 days or less. A rental shall be defined as the use or possession or the right to use or possess for lodging or sleeping purposes any Lot or living unit in Fall River Estates and rent shall mean the consideration charged whether or not received by the Owner for the occupancy of the Lot or living unit any money, goods, labor, credits, property or other consideration valued in money without any reduction. Transient use shall not include a rental of any Lot or living unit for a period of in excess of 30 consecutive calendar days. Owner and transient occupants shall be responsible for compliance with all provisions of the Declaration of Continued Protective Covenants for Fall River Estates and any and all rules and regulations promulgated by the Association to protect the natural environment, quiet enjoyment and quality of life of Fall River Estates.

SECTION 4. DURATION AND AMENDMENT OF THIS DECLARATION

4.1 DURATION: The Covenants, Conditions and Restrictions of Fall River Estates shall continue to remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty years from the date this Declaration is recorded. However, unless within one year from the date of said termination, there shall be recorded an instrument directing the termination of this Declaration signed by owners of not less than two-thirds of the lots then subject to this Declaration, this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten years and thereafter for successive periods of ten years unless within one year prior to the expiration of such period the Covenants, Conditions and Restrictions for Fall River Estates are terminated as set forth above in this section.

4.2 AMENDMENTS: This Declaration or any provision thereof, or any Covenant, Condition, or Restriction contained herein, may be terminated, extended, modified, or amended as to the whole of said property or any part thereof with a written consent of the owners of fifty-one percent (51%) of the lots subject to these Restrictions.

4.3 Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the official Records of Deschutes County, Oregon.

SECTION 5 ENFORCEMENT

5.1 This declaration shall be specifically enforceable by any owner of any lot in Fall River Estates or by the Fall River Estates Homeowners Association, Inc., an Oregon Non-Profit Corporation. Any breach of this Declaration shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal or the enjoining of any offending improvement or condition.

5.2 In the event that legal suit or legal action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as adjudged by the trial or appellate court.

SECTION 6: EFFECT OF DECLARATION

6.1 The Covenants, Conditions, and Restrictions of this Declaration shall run with the land included in Fall River Estates and shall bind, benefit, and burden each lot in Fall River Estates. The terms of this Declaration shall inure to the benefit and shall bind all owners of any lot in Fall River Estates, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees, or any other party claiming or deriving any right, title or interest in use in or to any real property in Fall River Estates. The use restrictions and regulations set forth in Section 3 of this declaration shall be binding upon all Owners, lessees, occupants and users of the property known as Fall River Estates and their successors in interest as set forth in this declaration, including any person who holds such interests as security for the payment of an obligation including any mortgagee or other security holder in actual possession of any lot by foreclosure of otherwise and any other person taking title from such security holder.

Content Dated 1992\2006 - this document dated March 15, 2015. Alice Carey-Swanson, FREHOA Board Member

EXHIBIT "A"

FALL RIVER ESTATES; FALL RIVER ESTATES FIRST ADDITION; AND FALL RIVER ESTATES SECOND ADDITION

A portion of the Southeast Quarter of Section 31, Township 20 South, Range 10 East, Willamette Meridian, Deschutes County, Oregon

EXHIBIT "B"

Exhibit B

