

**DECLARATIONS, RESTRICTIONS,
PROTECTIVE COVENANTS AND CONDITIONS**

For

WILD RIVER, DESCHUTES COUNTY, OREGON

THIS DECLARATION made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarant":

WHEREAS, Declarant is the owner of certain real property in the county of Deschutes, State of Oregon, hereinafter referred to as "said property", more particularly described as follows:

The Northeast Quarter of Section Twenty-three (23), Township Twenty-one (21) South, Range Nine (9) East of the Willamette Meridian, Deschutes County, Oregon, including that portion thereof formerly platted as Pringle Falls Townsite, EXCEPTING the following:

- (1) The South Half of the Southwest Quarter of the Northeast Quarter of Section 23, Township 21 South, Range 9, EWM.
- (2) That portion of the Southeast Quarter of the Northeast Quarter of said Section 23, Township 21 South, Range 9, EWM, bounded as follows: On the North by the South line of the "Lapine-Fall River Road"; on the East by the West bank of the Deschutes River; on the South by the South line of said Southeast Quarter, Northeast Quarter; on the West by the West line of said Southeast Quarter, Northeast Quarter.
- (3) The right of way of the "Lapine-Fall River Road".
- (4) Lots Five (5) and Fourteen (14) in Block Five (5), Lot Twelve (12) in Block Fifteen (15) of what was formerly platted as Pringle Falls Townsite and that portion of vacated streets adjacent thereto.
- (5) That portion of the Southeast Quarter of the Northeast Quarter of Section 23 (also being part of Pringle Falls Townsite) described as follows: Bounded on the North and East by the South and West right of way of the Lapine-Fall River Road; on the South by the South boundary of said Southeast Quarter, Northeast Quarter; on the West by the East bank of the Deschutes River.
- (6) Beginning at the intersection of the Easterly bank of the Deschutes River with the North line of the Northeast Quarter; thence East along the North line of the Northeast Quarter 185 feet; thence South 200 feet; thence West to the Easterly bank of the Deschutes River; thence Northerly along the Easterly bank of the Deschutes River to the point of beginning; all being in the Northeast Quarter of Section 23.
- (7) Beginning at the Southeast corner of the property; thence Northerly along the East boundary of the property a distance of 250 feet; thence due West to the boundary line of the property that runs along the East side of the Talbot Road, al known as LaPine-Fall River Road; thence Southeast along said boundary to the point of the beginning.

WHEREAS, Declarant desires to subject said property to certain protective covenants, Conditions, restrictions, reservations, easements, liens, and charges for the benefit of said property, and its present and subsequent owners as hereinafter specified, and will convey said property subject thereto.

NOW, THEREFORE, Declarant hereby declares that all of the said property is and shall be held and conveyed upon and subject to the easements, conditions, covenants and restrictions, and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These easements, covenants, restrictions, conditions and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and also that these conditions, covenants, restrictions, easements, and reservations shall inure to the benefit of and be limitations upon all future owners of said property or any interest therein.

ARTICLE I

DEFINITIONS

Whenever used in this Declaration, the following terms shall have the following meanings:

- (1) "Architecture Review Committee" shall mean the committee appointed pursuant to the provisions of Article VII herein.
- (2) "Association" shall mean THE WILD RIVER OWNERS ASSOCIATION, a nonprofit corporation organized under the laws of the state of Oregon, its successors and assigns.
- (3) "Said property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may be hereafter brought within the jurisdiction of the Association by recorded declarations in the manner hereinafter set forth.
- (4) "Common Areas" shall mean all of the land and appurtenances thereto now or hereafter owned by the Association including roadways, and intended to be devoted for the common use and enjoyment of the members of the Association.
- (5) "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of said property.
- (6) "Member" shall mean every person or entity who holds membership in the Association.
- (7) "Owner" shall mean the recorded owner, whether one or more persons or entities, of fee simple title to any lot situated upon said property, or a contract purchaser if his record owner retains such title merely to secure an obligation and is registered as a purchaser in the Association records.
- (8) "Roadway" means any street, highway, or other thoroughfare as shown on the recorded plat of said property.
- (9) "Private Recreational Area" shall mean any portion of a common area which is leased to members for recreational purposes as provided in Article IV herein.

ARTICLE II

MEMBERSHIP

Members of the Association shall be every Owner and shall be subject by covenants of record to assessment by the Association. There shall be no other qualification for membership except as set forth above. Membership shall terminate on transfer of fee simple title by an owner or the contract purchaser's interest by a contract purchaser who qualifies as a member. If an owner sells the Lot by

contract of sale, upon written notification to the Association the owner's membership shall terminate and the contract purchaser's membership shall commence.

ARTICLE III

VOTING RIGHTS

All members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for each Lot shall be exercised as they among themselves determine, or if unable to agree, they may cast fractional votes proportionate to their ownership interests, but in no event shall more than one vote be cast with respect to any one Lot.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Member's Easements of Enjoyment. Every member of the Association shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot; subject, however, to the following provisions:

- (a) The right of the Association to limit the number of members permitted to use the common area.
- (b) The right of the Association to charge reasonable admission fees for the use of any recreational facility situated upon the Common Area.
- (c) The right of the Association to suspend any member's voting rights and/or right to use of any of the recreational facilities owned by the Association, for any period during which any assessment against said member's property remains unpaid, and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations.
- (d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such considerations as may be agreed to by the members. No such condition or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds of the votes of the membership has been recorded in the appropriate records of Deschutes County, Oregon agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than ninety (90) days prior to such dedication or transfer.
- (e) The right of the directors of the Association to promulgate reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of such Common Area of the members of the Association without unduly infringing upon the privacy or enjoyment of the owner or occupant of any part of said property.
- (f) The right of the directors to lease portions of the Common Area to owners or a group thereof for recreational purposes for such lessees.

Section 2. Delegation of Use. Any member may delegate, in accordance with the rules and regulations adopted from time to time by the directors, his right of enjoyment to the Common Area and facilities to the members of his family, his guests, or his tenants, provided they reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants that it will convey to the Association title to the Common Area, subject to any necessary reservation of an easement or easements for utilities including but not limited to water, electricity, gas, sewage, telephone, and television.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for all of said Property, each Owner of any Lot by acceptance of a deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association; (1) Regular annual or other regular periodic assessments or charges, and (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The annual or regular periodic assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Common Area and the payment of taxes and insurance on all or any part of the Common Area.

Section 3. Annual Assessments. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix a regular flat assessment upon a monthly, quarterly, or annual basis. Any annual assessment paid with 30 days of the date billed shall be entitled to a three percent discount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that, except for repairs or replacements, any such assessment for structural alterations, capital additions, or capital improvements reflecting an expenditure of in excess of \$500 shall require the assent of a two-thirds (2/3) majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both regular periodic assessments and any special assessments must be fixed at a uniform rate for all Lots not exempt and may be collected on an annual, quarterly, or monthly basis in the discretion of the Directors.

Section 6. Quorum For Any Action Authorized Under Section 3 and 4. At the meeting called, as provided in Section 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the requirement of notice set forth in Sections 3 and 4, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which no quorum was forthcoming.

Section 7. Date of Commencement of Annual Assessments: Due Dates. All Lots not exempt shall be subject to the regular or periodic assessments provided for herein on the date specified

by the Board of Directors. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. When Declarant has sold ninety percent (90%) of the Lots is shall advise the Association in writing.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid with thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum. The Secretary of the said Association shall file in the office of the Directors of Records, County Clerk, or appropriate recorder of conveyances of Deschutes County, state of Oregon, within thirty (30) days after delinquency, a statement of the amount of any such charges or assessments, together with interest as aforesaid, which have become delinquent with respect to any Lot on said property, and upon payment in full thereof, shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessments, together with interest, costs and expenses, and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the Lot, with respect to which it is fixed from the date the note delinquency thereof is filed in the office of said Directors of Records or County Clerk, or other appropriate recording office, until the same has been paid or released as herein provided. Such lien may be enforced by said Association in the manner provided by law with respect to liens upon real property. The owner of said property at the time said assessment is levied shall be personally liable for the expenses, costs, and disbursements, including reasonable attorney's fees of the Declarant or of the Association, as the case may be, of processing and, if necessary, enforcing such liens, all of which expense, costs, and disbursements and attorney's fees shall be secured by said lien, including fees on appeal, and such owner at the time such assessment is levied shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his dwelling unit, Lot, or building site.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be inferior, junior, and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon said property or any part thereof. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or trust deed, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer; and such lien shall attaché to the net proceeds of sale, if any, remaining after such mortgage and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Lots owned by Declarant shall be exempt from any assessment until ninety percent (90%) of all originally platted lots are sold for the first time.

ARTICLE VI

ARCHITECTURE REVIEW COMMITTEE

Section 1. Function of Architecture Review Committee. The Architecture Review Committee shall exercise the functions for which it is given responsibility in this Declaration. Generally, this Committee will be responsible for the approval of plans and specifications for the development of lots, common areas, and private recreation areas and the improvements thereon.

Section 2. Members: Term and Removal. The Architecture Review Committee shall consist of three persons appointed by the Board of Directors. Members may be removed and replaced at the discretion of the Board. The Association shall keep on file a list of the names and addresses of the members of the Architecture Review Committee.

Section 3. Action. Except as otherwise provided herein, any two members of the Architecture Review Committee shall have power to act on behalf of the Committee without the necessity

of a meeting and without the necessity of consulting the remaining member of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

Section 4. Failure to Act. If at any time the Architecture Review Committee shall for any reason fail to function, the Board of Directors of the Association shall have complete authority to serve as a pro tem Architecture Review Committee.

Section 5. Duties and Rules. The Architecture Review Committee shall consider and act upon all matters properly submitted to it pursuant to this Declaration. In furtherance of this function, the Architecture Review Committee may, by unanimous vote, from time to time and in its sole discretion, adopt, amend, and repeal rules and regulations to be known as the "Architecture Review Committee Rules" establishing its operating procedures and interpreting, detailing, and implementing the provisions of the instruments pursuant to which it is charged with responsibility. The Architecture Review Committee may establish a reasonable fee to be paid to it to cover its costs incurred in considering and acting upon matters submitted to it. Such fees shall be paid into the maintenance fund of the Association. A current copy of the Architecture Review Committee Rules shall be kept on file by the Association. Such rules shall have the same force and effect as if set forth herein.

Section 6. Nonwaiver. Consent by the Architecture Review Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

Section 7. Estoppel Certificate. Within 39 days after written demand therefore by a lot owner, the Architecture Review Committee shall execute and deliver to the owner requesting the same an estoppel certificate certifying with respect to the lot of such owner that as of the date of the certificate either (a) all improvements and other work within said lot comply with this Declaration or any other Association declaration, or (b) that such improvements and work do not so comply for reasons specified in the certificate. Any purchaser or mortgagee of a lot may rely on such certificate with respect to the matters set forth therein, such matters being conclusive against the Association and the Lot owners.

Section 8. Liabilities. Neither the Architecture Review Committee nor any member thereof shall be liable to any owner or the Association for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member thereof, provided that only the member, in accordance with actual knowledge possessed by him, has acted in good faith.

ARTICLE VII

RESTRICTION ON USE OF PROPERTY

Section 1. Use and Occupancy of Private Areas. Each owner shall be entitled to the exclusive use and benefit of each lot owned by him, except as otherwise expressly provided herein.

Section 2. Construction and Alterations of Improvements in Private Areas. No person, association, or owner shall construct or reconstruct any improvement on any lot or alter or refinish the exterior of any improvement on any lot, make any change in any lot, whether by excavation, fill, alteration of existing drainage, or the cutting or removal of vegetation, shrubs, or trees, install a utility outside antenna, or other outside wire on a lot unless such person, association, or owner has first obtained the consent thereto of the Architecture Review Committee or such changes are made in accordance with the published rules of the Architecture Review Committee.

Section 3. Maintenance of Lots. 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 4. Type of Building. No building other than a family dwelling for private use may be constructed on any lot. No mobile home or trailer may be used as a residence.

Section 5. Temporary Structures. Temporary structures which have been approved by the Architecture Review Committee shall be permitted on a lot during the period of construction of a dwelling house. However, any such temporary structure shall be removed within 30 days after completion of the dwelling house or within one year after the date upon which the temporary structure was erected, whichever occurs first. Persons may reside on a lot during construction only in these approved structures.

Section 6. The location of all improvements on each lot shall be approved by the Architecture Review Committee.

Section 7. Appearance. All garbage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring lots and common areas in a manner approved by the Architecture Review Committee.

Section 8. Signs. No signs shall be placed or kept on a lot other than a sign 10" x 24" of a natural wood material with black lettering stating the name of the occupant and /or the lot, if any, and the address. Only signs provided by the Association shall be used to advertise a unit for sale.

Section 9. Utilities. No above-ground utilities, pipes, or wires shall be used to connect improvements with supplying facilities.

Section 10. Sanitation. All sewage disposal shall be by septic tank and drain field unless otherwise approved by the Architecture Review Committee. Location and construction of the septic tank and drain field shall be approved by the Deschutes County Health Department and the Architecture Review Committee. No drain field shall be located within 150 feet of the Deschutes River.

Section 11. Offensive or Commercial Activities. No offensive or commercial activity shall be carried on in any lot nor shall anything be placed or constructed on any lot or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots, common areas within or private recreational areas.

Section 12. View. The height of improvements or vegetation and trees on a lot shall not materially restrict the view of other lot owners. The Architecture Review Committee shall be the sole judge of the suitability of such heights. If the Architecture Review Committee determines there is such restriction in the view of other lot owners, written notice shall be delivered to the offending owner. If after 30 days the improvement, vegetation or trees are not removed or reduced in height as directed by the Architecture Review Committee, the Association shall enter the offending lot, complete the removal or reduction, charging the owner of the lot the reasonable cost for the work done. This section is not to be read as justification to create views not present when the lot was originally purchased.

Section 13. Independent Water Systems Prohibited. Independent water wells and systems are prohibited without the consent of the Association.

Section 14. Parking. A minimum of two parking places must be provided for each lot and must meet the standards set by the Architecture Review Committee.

Section 15. Lighting. No exterior lighting or noise-making devices shall be installed or maintained on a lot without written Architecture Review Committee consent.

Section 16. Planting. No trees, shrubs, or other vegetation shall be planted on a lot or removed there from without written Architecture Review Committee consent or in accordance with published rules of the Architecture Review Committee.

Section 17. Uses Prohibited Without the Consent of Association. Unless the Association has consented in writing no parts of said property shall be used in any of the following ways:

- (a) As a parking or storage place on a permanent basis for trailers, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles.
- (b) As a place to raise domestic animals of any kind except for a reasonable number of usual household pets, which are not kept, bred, or raised for commercial purposes and which are not a nuisance to other owners.
- (c) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.

Section 18. The Association may make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted, unless 50 percent of the owners disagree in writing within ten (10) days of receiving notice of the proposed rules.

Section 19. A vote of 50 percent of the owners of the section can adopt, amend, or repeal such rules.

Section 20. Architecture Review Committee Consent. In all cases in which Architecture Review Committee consent is required the following provisions shall apply:

- (a) Material Required to be Submitted. Where consent must be acquired by lot owners or any association of owners from the Architecture Review Committee, plans, specifications, and other material the Committee determines to be necessary to enable it to evaluate the proposal must be submitted at least 30 days in advance of the occurrence which requires consent.
- (b) Architecture Review Committee Discretion and Guidelines. The Architecture Review Committee may at its discretion withhold consent with respect to any proposal if the Committee finds the proposal would be inappropriate for the particular lot in incompatible with the quality and high design standards of Wild River. Considerations such as color, design, size, view, effect on other lots, disturbance of existing terrain and vegetation and any other factor of which the Architecture Review Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposal.
- (c) Failure to Act. In the event the Architecture Review Committee fails to render its decision with respect to any proposed work within the 30 days granted it in Section 20 (a) the Committee shall conclusively be deemed to have consented to the proposal.
- (d) Effective Period of Consent. Architecture Review Committee consent shall be revoked one year after issuance unless the work has been commenced or the owner has applied for and received an extension of time from the Architecture Review Committee.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, or the owner of any recorded mortgage upon any part of Said Property, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or 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. If any owner constructs or permits to be constructed on his property any improvement or allows the condition of his property to violate any provision of this Declaration, the Association may, no sooner than 60 days after delivery to such owner of written notice of the violation, enter upon the offending property and remove the cause of such violation, or alter, repair, or change the item which is in violation of such Declaration in such manner as to make it conform thereto with the reasonable cost of such action to be a charge against the owner's land.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Any of the covenants and restrictions of this Declaration except the easements herein granted may be amended during the first twenty-five (25) year period by an instrument signed by members entitled to cast not less than 75 percent of the votes of each class of membership. All such amendments must be recorded in the appropriate Deed Records of Deschutes County, Oregon, to be effective.

Section 4. No Right of Reversion. Nothing herein contained in this Declaration, or in any form of deed which may be used by Declaration, or its successors or assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion or re-entry for breach of violation of any one or more of the provisions thereof.

Section 5. Books and Records. The books and records of the Association, upon demand in writing, stating the purpose thereof, may be inspected by any member, or his attorney or agent, for any property purpose, at any reasonable time.

Section 6. Benefit of Provisions; Waiver. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Association, and the owner or owners of any portion of said property, and their heirs and assigns, and each of their legal representatives, and failure by Declarant or by the Association or by any of the property owners or their legal representatives, heirs, successors, or assigns, to enforce any of such conditions, restrictions, or charges herein contained shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, the owner of all Said Property has hereunto caused these presents to be executed this 17 day of July, 1972.

S/ Patrick M. Gisler
Individually and

S/ Patrick M. Gisler
Trustee

The above Declaration, Restrictions, Protective Covenants, and Conditions for Wild River, Deschutes County, Oregon, are hereby ratified and affirmed.

DATED this 3 day of July, 1972.

S/ Harold R. Adams
Trustee

S/ Marshall C. Adams
Trustee

Property Notarized and Sealed.

These Restrictions, Protective Covenants, and Conditions for Wild River have been hereby duplicated this date June, 1, 2004.