

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-46814



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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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**FIRST AMENDMENT TO DECLARATION OF CONTINUED
PROTECTIVE COVENANTS FOR THE SUBDIVISION
OF FALL RIVER ESTATES**

WHEREAS, the Declaration of Continued Protective Covenants for Fall River Estates was dated _____, 1992 and recorded in Volume 280, Page 131, Official Records of Deschutes County, Oregon; and,

WHEREAS, more than 51% of the members of the Fall River Estates Owner's Association have consented in writing to the following amendments.

NOW THEREFORE, that certain Declaration of Continued Protective Covenants for Fall River Estates are hereby amended as follows:

1. Amend Section 3 at Subsection 3.1, to read as follows:

“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.”

2. Amend Section 3 to add a new Subsection 3.16, to read as follows:

“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.”

3. Amend Section 3, Subsection 3.10, to read as follows:

“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.”

4. Amend Section 3, Subsection 3.11, to read as follows:

“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.”

5. Amend Section 3, Subsection 3.12, to read as follows:

“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.”

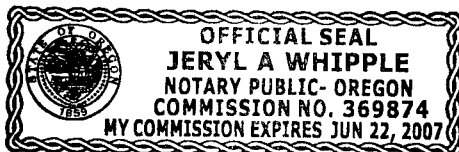
IN WITNESS WHEREOF, the undersigned has executed this First Amendment to Declaration this 30 day of June, 2006.

FALL RIVER ESTATES OWNER’S
ASSOCIATION, INC.

By: Hilda A. McClung
Its: Chairman

STATE OF OREGON, County of Deschutes) ss.

On JUNE 30, 2006, the undersigned a Notary Public in and for said County and States, personally appeared Hilda A. McClung and acknowledged to me that they executed the within instrument on behalf of the Fall River Estates Owner’s Association, Inc.



Jeryl A. Whipple
Notary Public for Oregon
My Comm. Expires: JUNE 22, 2007