

AMENDED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS 224 - 1598  
FOR  
CROOKED HORSESHOE HOMEOWNER'S ASSOCIATION, INC.  
AN OREGON NON-PROFIT CORPORATION

DESCHUTES COUNTY  
STATE OF OREGON

90-36586

WHEREAS, the Protective Covenants and Conditions for Indian Ford Meadows Subdivision, Deschutes County, Oregon dated the 8th day of July, 1976, were recorded in Volume 235, Page 835-840, Deed Records, Deschutes County, Oregon and

WHEREAS, said Protective Covenants and Conditions were amended by that document dated Dec. 31<sup>st</sup>, 1991, recorded in Volume 224, Page 1592, Deed of Records, Deschutes County, Oregon wherein over 75% of the owners within Indian Ford Meadows Subdivision approved the plan to sever the Indian Ford Meadows Subdivision with respect to the application of the above referenced Covenants and Conditions, providing one set of Covenants for those lots lying to the East of Camp Polk Road, and one set of Covenants for those lots lying to the West of Camp Polk Road,

WHEREAS, said Protective Covenants and Conditions were further amended by that document dated Dec. 4<sup>th</sup>, 1990 recorded in Volume 224, Page 1594, Deed Records, Deschutes County, Oregon wherein seventy-five (75) percent of all the owners of property lying to the West of Camp Polk Road within Blocks 5, 6 & 7 have voted to approve the amending of said above referenced Covenants and Conditions in the manner which follows,

WHEREAS, seventy-five (75%) of all members of the Crooked Horseshoe Homeowner's Association, Inc. being comprised of those certain property owner's of record whose property lies to the West of Camp Polk Rd. within Blocks 5, 6 & 7 of Indian Ford Meadows, have voted to approve the amending of the Declaration of Covenants, Conditions and Restriction for Crooked Horseshoe Homeowner's Association,

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for the Crooked Horseshoe Homeowner's Association, Inc., an Oregon Non-Profit Corporation are hereby amended as follows:

ARTICLE II  
PROTECTIVE COVENANTS AND CONDITIONS ON USE OF PROPERTY

Section one (1), page two (2) of the Declaration of Covenants, Conditions and Restrictions, recorded at Vol. 201, Page 1485 of Deschutes County, State of Oregon presently reading as follows:

"Each lot shall be used exclusively for residential, agricultural, or livestock purposes. Not more than one detached single family dwelling not exceeding two stories in height and not more than one guest house (a structure of not more than 1,000 sq. ft., with no kitchen facilities and not used as a permanent dwelling), one double garage or carport and three accessory buildings appurtenant to agricultural or livestock use shall be constructed or placed on any lot in Indian Ford Meadows."

Shall be amended to read as follows:

Each lot shall be used exclusively for residential, agricultural, or livestock purposes. Not more than one detached single family dwelling not exceeding two stories in height, with a minimum of 1,000 square foot excluding porches, decks and attached garages and not more than one guest house (a structure of not more than 1,000 sq. ft., with no kitchen facilities, and not used as a permanent dwelling), a garage and/or carport and three accessory buildings appurtenant to agricultural or livestock use shall be constructed or placed on any lot. A pump house shall not be considered to be an accessory building unless it is used for purposes other than pumping and/or storage of water.

Section six (6) on Page two (2) of the Declaration of Covenants, Conditions and Restrictions, recorded at Vol. 201, Page 1485 of Deschutes County, State of Oregon presently reading as follows:

All buildings shall be set back at least 50 feet from all lot boundary lines. Fences shall not exceed 60 inches in height and must harmonize with the surroundings.

Shall be amended to read as follows:

All buildings shall be set back 30 foot from front boundary lines, 20 foot from side boundary lines, and 25 foot from rear boundary lines. Fences shall not exceed 60 inches in height and must harmonize with the surroundings. Barbed wire and chain link fencing is expressly prohibited. Boundary fences shall not be of a solid nature so as to obstruct the view.

Section eleven (11) on Page three (3) of the Declaration of Covenants, Conditions and Restrictions, recorded at Volume 201, Page 1486 of Deschutes County, State of Oregon presently reading as follows:

All garbage, trash, cuttings, refuse, garbage and refuse containers, fuel tanks, clothes lines and other service facilities shall be screened from the view of neighboring lots. Rubbish and garbage must be kept in suitable containers and removed from the premises. No rubbish may be burned, dumped or buried on the premises or in any area with Indian Ford Meadows.

Shall be amended to read as follows:

All garbage, trash, cuttings, refuse, garbage and refuse containers, fuel tanks, clothes lines and other service facilities shall be screened from the view of neighboring lots. Rubbish and garbage must be kept in suitable containers and removed from the premises. No rubbish may be burned, dumped or buried on the premises or in any area with Indian Ford Meadows. Burning of natural burnable materials will be done only in compliance with local fire prevention authorities guide lines.

Section fourteen (14) on page three (3) of the Declaration of Covenants, Conditions and

Restrictions, recorded at Vol. 201, page 1486 of Deschutes County, State of Oregon presently reading as follows:

No more than one sign will be permitted for each lot. The text shall be limited to the owner's name or name of residence. Overall dimensions shall be the minimum required to present the text in letters not exceeding 4" in height.

Shall be amended to read as follows:

No more than one sign will be permitted for each lot. The text shall be limited to the owner's name or name of residence. Overall dimensions shall be the minimum required to present the text in letters not exceeding 8 inches in height.

The undersigned being the President and Secretary respectively of Crooked Horseshoe Homeowner's Association hereby certify that they have in their possession votes of 75 percent of all the owners of those lots lying to the West of Camp Polk Rd. within Blocks 5, 6 & 8 of Indian Ford Meadows Subdivision approving the above referenced amendment.

Dated this 5th day of December, 1990.

CROOKED HORSESHOE HOMEOWNER'S ASSOCIATION, INC., BY:

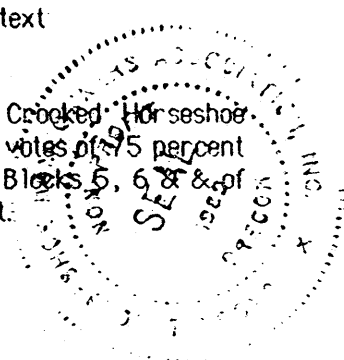
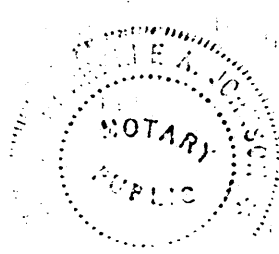
Jolene Palmer  
Jolene Palmer, President

Marylee Dilley  
Marylee Dilley, Secretary

STATE OF Oregon )  
 ) ss.  
COUNTY OF Deschutes )

On this 5th day of December, 1990, before me appeared Jolene Palmer and Marylee Dilley both to me personally known, who being duly sworn, did say that they are President and Secretary respectively of Crooked Horseshoe Homeowner's Association, Inc. and that the seal affixed to said instrument is the corporate seal of said Property Owner's Association and that the said instrument was signed and sealed in behalf of said Property Owners Association by authority of its Board of Directors and they each acknowledge said instrument to be the free act and deed of said Property Owners Association.

Kathleen A. Johnson  
Notary Public for Oregon  
My Commission expires 4-23-93



STATE OF OREGON )  
 ) ss.  
COUNTY OF DESCHUTES )  
I, MARY SUE PENHOLLOW, COUNTY CLERK AND  
RECORDER OF CONVEYANCES, IN AND FOR SAID  
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT WAS RECORDED THIS DAY:

90 DEC -6 PM 3:36  
MARY SUE PENHOLLOW  
COUNTY CLERK

BY: Phet DEPUTY  
NO. 90-36586 FEE 15-  
DESCHUTES COUNTY OFFICIAL RECORDS