

3577

PROTECTIVE RESTRICTIONS FOR
INDIAN FORD RANCH HOMES - PLAT NUMBER ONE

1. The use of the premises for commercial purposes shall not be permitted without the express approval of Indian Ford Ranch Homes, Inc.
2. Use and occupancy of the premises shall be subject to zoning, building, health, sewage disposal and sanitation regulations of the State of Oregon, and all governmental agencies having jurisdiction.
3. The design and location of every building or improvement, the facilities thereon, and future changes, or additions thereto, must have prior and written approval of the Association before work thereon is commenced. The following are minimum requirements:

a. Architectural Plans

Plans are to include design and class of material to be used; floor plans; plot plans; a perspective sketch, or simple front and side elevations; and construction details for foundation, sills, size and spacing of floor joists, framing, roof pitch, size and spacing of rafters, electrical wiring and flue construction.

b. Design

Simplicity, good proportions and an appearance of naturalness to the ranch setting are desired in the completed structure. Ornate, or view obstructing structures shall not be approved.

c. Sanitation

Water supplies shall be developed and sewage disposal facilities installed in accordance with the plans submitted to the Association prior to construction. All water sources, such as wells, reservoirs and springs, shall be protected from contamination. Septic tanks, sewers and subsurface pits shall be located, constructed and operated in accordance with local, State and Federal public health service standards.

1. Toilets shall consist of patent flush type connected to an adequate septic tank or cesspool which shall meet State and county construction and sanitary standards.

d. Wire or rail boundary fences are preferred. No picket, solid, or view-obstructing type fence may be used as a boundary fence.

1. The use of painted or whitewashed rocks or trees or other type of decoration foreign to the natural environment is prohibited.

4. No more than one sign will be permitted for each building site. Text shall be limited to the owner's name and/or name of residence. Over-all dimensions shall be the minimum required to present the text in letters not exceeding 4" in height.

5. No lot shall be divided without the written consent of the Association.
6. Excepting for construction periods it is preferred that trailer houses and mobile homes be not kept on the premises. No trailer house or mobile home, whether or not it shall be installed on a permanent or temporary foundation, may be occupied as a residence.
7. The roofs of all buildings shall be kept clear of needles, leaves, and other flammable material. All stoves, heating systems, liquid gas systems and electrical wiring shall be so installed as to minimize the danger of uncontrolled fire and comply with the building and electrical codes of the National Board of Fire Underwriters. The burning of debris in open fires shall be prohibited during the closed season without a fire permit.
8. Rubbish and garbage must be kept in suitable containers and removed from the premises. No rubbish or garbage may be burned, dumped or buried on the premises or in any area within Indian Ford Ranches.
9. Dogs shall not be permitted to run at large between the hours of sunset and sunrise. At no time shall dogs be permitted to interfere with other residents or with the ranch operation.
10. The keeping of cattle, sheep, pigs, goats, rabbits, chickens, or other fowls or animals, except as pets, shall not be permitted on the premises.
11. The shooting of firearms on the premises is prohibited.
12. The Seller reserves the right to change, extend or close any streets or roads on the maps of Indian Ford Ranches, and to cut new streets or roads; provided such change or changes shall not interfere with ingress and egress to the property of any owner or alter the size of the premises.
13. Easements and rights of way are hereby specifically reserved to Indian Ford Ranch Homes, Inc., and Indian Ford Ranch Homes Association, their respective successors and assigns, and for the erection, construction, operation and maintenance of poles, wires and conduits for the transmission of electricity, heat, power, telephone, sewers, drains, water systems, and for any other reasonable purpose, any other method of conducting and performing any public or quasi-public utility service or function.
14. Each and all of said restrictions, conditions, covenants, reservations, liens, easements, rights of way and changes, are hereinafter referred to as "Restrictions", and is and are for the benefit of each owner of land in said Tract and they, and each of them, shall inure to and pass with each every parcel of said property in said tract, and shall apply to and bind and benefit their successors in interest.
15. The violation of any of the Restrictions or breach of any covenants hereby established, shall give to Indian Ford Ranch Homes, Inc., or its successors, and Indian Ford Ranch Homes Association, or its successors, the right to enter upon the property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and said Corporation, or its successors, or Association, or its successors, shall not be deemed guilty in any manner of trespass for such entry, abatement or removal; and this right shall be deemed cumulative and not exclusive.

16. All of said Restrictions shall be construed together but if it shall at any time be held that any one of said Restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other Restriction, or any part thereof, shall be thereby affected or impaired.
17. All of the said Restrictions set forth above shall continue and remain in full force and effect at all times against said property and the owners thereof, subject to the right of change or modification provided for in Paragraph 18 below, until July 1, 1972, and shall as then in force be continued automatically and without further notice from that date for a period of ten years, and thereafter for successive periods of ten years, each without limitation unless lawfully changed or modified by written instrument duly executed by the Association and recorded in Deschutes County.
18. The said Restrictions may be changed or modified at a meeting of the Indian Ford Ranch Homes Association upon the vote of and approval of the owners of record of two-thirds of the sites in the particular tract concerned. At said meeting each owner of record shall have one vote for each site owned by him, provided that when half of the sites in any tract have been sold by Indian Ford Ranch Homes, Inc., then said Corporation shall have no votes as to its sites.
19. For the use, construction, development and maintenance of bridge paths and trails, Indian Ford Ranch Homes, Inc., and Indian Ford Ranch Homes Association, their respective successors and assigns, reserve an easement and right of way over and upon the premises herein conveyed 5 feet of even width along those boundaries of the premises which are not adjacent to a public road.
20. Each lot or parcel of land shall be subject to its pro-rata share of the necessary costs and expenses incurred in providing labor or material for the operation and maintenance of a water system, fire protection system, roads, paths, bridge paths, access easements, common recreational facilities and other common areas. Each such lot or parcel of land shall be subject to a lien in favor of Indian Ford Ranch Homes Association for the collection of these expenses and any unpaid dues levied by the Association, and this lien shall be of the same kind and may be enforced as provided in the Oregon Unit Ownership Law, ORS Chapter 91.

IN WITNESS WHEREOF, INDIAN FORD RANCH HOMES ASSOCIATION, has caused these presents to be signed by its President this 6 day of August, 1977.

INDIAN FORD RANCH HOMES ASSOCIATION

By Sidney Eisenbeis
Sidney Eisenbeis, President

STATE OF OREGON,

County of Deschutes.

August 6, 1977

Personally appeared Sidney Eisenbeis, who, being sworn, stated that he is the president of INDIAN FORD RANCH HOMES ASSOCIATION and that these Restrictions were voluntarily signed in behalf of INDIAN FORD RANCH HOMES ASSOCIATION. Before me:

Edward F. Turner
Notary Public for Oregon

My Commission expires: 11-23-79

All of the said restrictions set forth above shall continue and remain in full force and effect at all times against said property and the owners thereof, and best to the right of change of modification provided for in paragraph 10 hereof, and shall remain in force so long as said restrictions exist, and shall not be removed from that estate for a period of ten years, and thereafter for successive periods of ten years, each to begin on the first day of January, and shall be subject to removal only as provided in the amendment and extension of the Restrictive Covenants.

[illegible]

1. The following information was obtained from the records of the Department of the Interior, Bureau of Land Management, regarding the land owned by the United States in the State of California:

10. The following information was obtained from the records of the Department of the Interior, Bureau of Land Management, regarding the land owned by the United States in the State of California:

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the National Student Relocation Association, at Washington, D.C., this 1st day of August, 1947.

NOTES FROM THE FIELD

1990-0017

STATE OF OREGON
County of Deschutes
I hereby certify that the within instru-
ment of writing was recorded for Record
the 8 day of Aug. A.D. 1922
at 11 o'clock A.M. and indexed
in Book 255 on Page 295 Records
of Deschutes County, Oregon.

ROSEMARY PATTERSON
County Clerk
By Dennis L. [Signature] Deputy

Delors - Bush

PA 64573

Sisters, Ore 9775

