

PROTECTIVE RESTRICTIONS

For Squaw Back Woods, Indian Ford Ranch Homes, Deschutes  
County, Oregon

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 Indian Ford Ranch Homes, Inc. before work thereon is commenced. The following are minimum requirements:

a. ARCHITECTURAL PLANS

Plans are to include type 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.

- (1) A building design or location which obstructs the view of other lot owners will not be approved.
- (2) The use of painted or whitewashed rocks or trees or other type of decoration foreign to the natural environment is prohibited.
- (3) Wire or rail boundary fences are preferred. No picket, solid, or view-obstructing type fence may be used as a boundary fence. Fences along roadways and National Forest boundaries shall be of a type and design specifically approved by Indian Ford Ranch Homes, Inc.
- (4) Spark arresters are to be installed in all chimneys.

c. SANITATION

Water supplies shall be developed and sewage disposal facilities installed in accordance with the plans submitted to Indian Ford Ranch Homes, Inc., 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.
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 Indian Ford Ranch Homes, Inc.
  6. Excepting for construction periods, trailer houses and mobile homes may not be kept on the premises. No trailer house or mobile home, whether or not it shall be installed on a permanent basis 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 may be burned, dumped or buried on the premises or in any area within Indian Ford Ranch.
  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. Horses and other animals and fowl shall not be pastured on the premises, nor kept thereon in any manner so as to interfere with, or be offensive to other lot owners or Indian Ford Ranch Homes, Inc.
  11. The shooting of firearms on Indian Ford Ranch is prohibited.
  12. Indian Ford Ranch Homes, Inc., reserves the right to change, extend, or close any streets or roads in Squaw Back Woods, or depicted on the plat of said Squaw Back Woods, and to cut new streets or roads; provided such change or changes shall not interfere with ingress or egress to the property of any owner.
  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 method of conducting and performing any public or quasi-public utility service or function.

14. For the use, construction, development and maintenance of bridle 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 each lot in Squaw Back Woods 5 feet of even width along those boundaries of each lot which are not adjacent to a public road.

15. Each and all of said restrictions, conditions, covenants, reservations, liens, easements, rights-of-way and changes are hereinafter referred to as "Restrictions", and run with the land, and is and are for the benefit of each owner of land in said Squaw Back Woods, and shall apply to and bind and benefit their successors in interest.

16. 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.

17. 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.

18. All of 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 19 below, until July 1, 1980, 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.

19. 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 Lots in Squaw Back Woods. At said meeting each owner of record shall have one vote for each Lot owned by him, and Indian Ford Ranch Homes, Inc., shall have one vote for each Lot owned by it.



IN WITNESS WHEREOF, INDIAN FORD RANCH HOMES, INC., pursuant to a Resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its Secretary, and its corporate seal to be affixed this 7<sup>th</sup> day of August, 1970.

INDIAN FORD RANCH HOMES, INC.

BY *F. D. Durlan*  
Secretary

STATE OF OREGON )  
COUNTY OF DESCHUTES )

Subscribed and sworn to before me this 7<sup>th</sup> day of August, 1970.

*Patricia L. Wyllie*  
Notary Public for Oregon

My Commission Expires 11-3-72



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STATE OF OREGON  
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 31<sup>st</sup> day of Aug, A.D. 1970 at 5:45 o'clock P.M. and recorded in Book 171 on Page 879 Record as Recd.

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*Helen M. Derry*  
County Clerk  
By *Agnes Surfer* Deputy