

95-44153

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR REPLAT OF

SNOW CREEK RANCH

These Covenants, Conditions and Restrictions are made this 21<sup>st</sup> day of December, 1995, by MYRON F. REED and WILLIAM R. REED, JR., hereinafter referred to as "Declarant", as owner of the real property in Deschutes County, State of Oregon, described on Exhibit "A" attached hereto, and incorporated herein by reference.

The property described on Exhibit "A" is hereby subject to these Covenants, Conditions and Restrictions and will be known as Snow Creek Ranch, hereinafter referred to as Snow Creek Ranch.

Except where this Declaration for Snow Creek Ranch conflicts with any applicable government regulations, this Declaration shall be binding upon all subject to this Declaration and their successors in interest as set forth herein. In the event any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard or requirement set by an applicable zoning ordinance of the City of Sisters, the more restrictive standard or requirement of the applicable Deschutes County ordinance shall apply.

Section 1. Definitions.

1.1 Snow Creek Ranch: The term "Snow Creek Ranch" shall mean all of the real property now or hereafter made subject to this Declaration.


1.2 Declarant: The term "Declarant" shall mean Myron F. Reed and/or William R. Reed, Jr., or their successors and assigns.

1.3 Block: The term "block" shall mean those areas designated as blocks on subdivision or partition maps according to the records of Deschutes County.

1.4 Lot: The term "lot" shall mean each lot described on a subdivision plat or partition map to any alteration thereof as may be made by a valid lot line adjustment.

1.5 Declaration: The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Snow Creek

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& RESTRICTIONS (RSL:REED.004)

Bryant Lovien  Jarvis  
ATTORNEY AT LAW

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Ranch.

1.6 Homesite: The term "homesite" shall mean a lot as defined herein.

1.7 Owner: The term "owner" shall mean and refer to either all holders of fee title to any lot, or any other person or persons entitled to possession of the lot pursuant to a contract or lease.

1.8 Improvements: The term "improvements" shall include, but not be limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining walls and stairs, decks, hedges, windbreaks, planting, planted trees and shrubs, signs, storage areas and all other structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface.

1.9 Streets: The term "streets" shall mean any street, highway or other thoroughfare within or adjacent to Snow Creek Ranch and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.


## Section 2. Property Subject to the Covenants, Conditions and Restrictions for Snow Creek Ranch.

2.1 General Declaration Creating Snow Creek Ranch: Declarant hereby declares that all of the real property located in Deschutes County, Oregon, described on Exhibit "A", is and shall be hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration. All of said Restrictions are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions and Restrictions of Snow Creek Ranch run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant and all owners, and their successors in interest, as set forth in this Declaration.

## Section 3. Restrictions on Use of Property.

3.1 Occupancy. No owner shall occupy, use or permit his lot or any part thereof to be used for any purpose other than private residence for the owner, his family, or his guests, and permitted agricultural uses, except that each owner shall be permitted to rent

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the unit when he is not in occupancy.

3.2 Improvements. Each lot within Snow Creek Ranch shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard.

3.3 Appearance. All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus, and other service facilities located on the lot shall be screened from view of neighboring lots.

3.4 Construction and Alteration. Nothing shall be altered or constructed in or removed from or placed on a lot except in compliance with this Declaration.


3.5 Period of Construction. The period of construction for a permanent dwelling shall not exceed eighteen (18) months.

3.6 Construction. All buildings must conform to all laws and regulations of the State of Oregon, Deschutes County, and any applicable municipality relating to zoning, fire protection, building construction, water, sanitation and public health. All dwellings shall be single-family and not smaller than 1,000 square feet. Dwellings must be suitable for year-'round use and must be placed upon permanent foundations consisting of concrete, brick, pumice blocks or stone masonry, in accordance with state and county building codes. All buildings, fences and improvements must be constructed in a workmanlike manner and kept in a condition of good repair. Exposed portions of foundations must be painted or sided if more than 12 inches above the ground. Exteriors of buildings are to be finished with natural material with a rustic appearance using earth tone or natural tone stains. Concrete block chimneys shall be covered with rock, brick or wood. Roofing shall be wood shake or shingle or earth tone tile, architectural grade compositions or metal with earth tone colors. Spark arresters are to be installed in all chimneys.

3.7 Setbacks/Fences. 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.

3.8 Driveways. All driveways must be composed of cinders, gravel, asphalt, cement or concrete pavers.

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3.9 Subdivision of Lots. No lots may be further subdivided or partitioned. Lot line adjustments are not considered to be subdividing or partitioning. All lot line adjustments must conform to all applicable state, county and municipal laws and regulations.

3.10 Fire Prevention. 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.

3.11 Offensive or Commercial Activity. No commercial, professional, noxious or offensive trade or activity shall be carried on upon any Lot in Snow Creek Ranch, with the exception of agricultural businesses and/or home occupations. No activity shall be permitted which constitutes an annoyance or nuisance. No lot shall be used for any type of motorized vehicle track or practice area, such as a moto-cross practice area or go-kart track.

3.12 Firearms. The shooting of firearms within Snow Creek Ranch is prohibited.

3.13 Limitation on Transfer. No owner shall transfer either by conveyance, contract of sale or lease, any interest in his lot which would result in ownership of such lot being held by more than ten (10) persons.

3.14 Mobile Homes/Recreational Vehicles. No house trailer, mobile home, manufactured home, camper, travel trailer, tent, shack, or similar unit may be permanently occupied or installed on any lot, with the exception that a manufactured home may be allowed for up to three (3) years if placed pursuant to a farm dwelling conditional use permit issued by Deschutes County, Oregon. Notwithstanding the foregoing, a camper or other such unit may be used on a temporary basis (in and out) during weekend visits prior to building, on a continuing basis during a vacation not to exceed two (2) weeks, and during the period of construction of a permanent residence on any lot.

3.15 Single-family Residences. No more than one single family residence, one ranch hand residence, and agricultural outbuildings shall be erected or placed on any lot.

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3.16 Utilities. No above-ground utilities, pipes or wires shall be used to connect improvements with supplying facilities, with the exception of Lot 1, provided the overhead lines are screened from view of Snow Creek Lane.

3.17 Livestock. Each lot shall be used exclusively for residential, agricultural or livestock purposes (including horse training and breeding). The term "livestock" shall include horses, cows, sheep and llamas and will specifically exclude swine.

3.18 Livestock at Large. Any owner with livestock shall construct fences around such owner's Lot which shall be adequate to prevent the escape of such livestock. The owner of any lot keeping livestock shall be liable for all damages caused by livestock escaping and running at large.


#### Section 4. Duration and Amendment of this Declaration.

4.1 Duration. The Covenants, Conditions and Restrictions of Snow Creek Ranch shall continue to remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty (30) years from the date this Declaration is recorded. However, unless within one year from the date of said termination, there shall be recorded an instrument directing the termination of this Declaration signed by the owners of not less than two-thirds (2/3) of the lots then subject to this Declaration, this Declaration as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless within one year prior to the expiration of such period the Covenants, Conditions and Restrictions for Snow Creek Ranch are terminated as set forth above in this Section.

4.2 Amendment. This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended, as to the whole or said property or any part thereof, with a written consent of the owners of fifty-one percent (51%) of the lots subject to these Restrictions.

4.3 Recording. Any amendment, deletion, or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

#### - 5 - DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS (RSL:REED.004)

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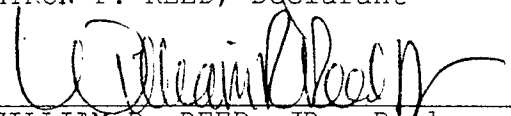
Section 5. Enforcement.

5.1 This Declaration shall be specifically enforceable by Declarant or by any owner of any lot in Snow Creek Ranch. Any breach of this Declaration shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal or the enjoining of any offending improvement or condition.

5.2 In the event that legal suit or action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as adjudged by the trial or appellate court.

Section 6. Effect of Declaration.

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in Snow Creek Ranch and shall bind, benefit, and burden each lot in Snow Creek Ranch, including any additions thereto. The terms of this Declaration shall inure to the benefit and shall bind Declarant, all successors and assigns of Declarant, and all owners of any lot in Snow Creek Ranch, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right, title or interest or use in or to any real property in Snow Creek Ranch. The use restrictions and regulations set forth in Section 3 of this Declaration shall be binding upon all owners, lessees, licensees, occupants and users of the property known as Snow Creek Ranch and their successors in interest as set forth in this Declaration, including any person who holds such interests as security for the payment of an obligation including any mortgagee or other security holder in actual possession of any lot by foreclosure or otherwise and any other person taking title from such security holder.

  
 MYRON F. REED, Declarant  
  
 WILLIAM R. REED, JR., Declarant

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STATE OF OREGON, County of Deschutes ) ss.

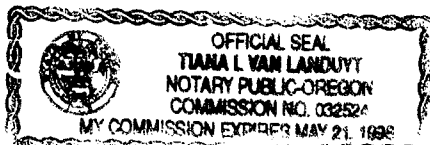
The foregoing instrument was acknowledged before me this 21 day of December, 1995, by Myron F. Reed.



Tiana L. Van Landuyt  
Notary Public for Oregon  
My Comm. Expires: 5-21-98

STATE OF OREGON, County of Deschutes ) ss.

The foregoing instrument was acknowledged before me this 21 day of December, 1995, by William R. Reed, Jr.



Tiana L. Van Landuyt  
Notary Public for Oregon  
My Comm. Expires: 5-21-98

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Bryant Lovlien ☒ Jarvis  
ATTORNEYS AT LAW

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EXHIBIT "A"  
LEGAL DESCRIPTION

394 - 1862

Lots 1,2,3,4,5,6, and 7, A Replat of Snow Creek Ranch, Deschutes County, Oregon

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTIES:

LOT LINE ADJUSTMENT FOR TAX LOT 600

A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO MICHAEL D. AND PEGGY SUE MARQUARDT AS RECORDED IN VOLUME 146, PAGE 0596 OF THE DESCHUTES COUNTY OFFICIAL RECORDS, SAID POINT BEARS SOUTH 89°43'51" EAST, 1426.12 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 4; THENCE SOUTH 00°53'30" WEST, 87.27 FEET; THENCE SOUTH 88°14'40" WEST, 730.78 FEET; THENCE NORTH 00°53'30" EAST, 113.08 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN VOLUME 146, PAGE 0596, SAID POINT ALSO BEING ON THE EAST-WEST CENTERLINE OF SAID SECTION 4; THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 4 AND THE SOUTH LINE OF SAID TRACT OF LAND, SOUTH 89°43'55" EAST, 730.04 FEET TO THE POINT OF BEGINNING  
THIS TRACT OF LAND CONTAINS 1.68 ACRES.

LOT LINE ADJUSTMENT FOR TAX LOT 701

A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER AT THAT TRACT OF LAND DESCRIBED IN DEED TO ROBERT BARTZ AS DESCRIBED IN VOLUME 295, PAGE 161 OF THE DESCHUTES COUNTY OFFICIAL RECORDS, SAID POINT BEARS SOUTH 89°43'46" EAST, 696.08 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 4; THENCE SOUTH 00°53'30" WEST, 113.08 FEET; THENCE NORTH 72°59'17" WEST, 392.48 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN VOLUME 295, PAGE 161, SAID POINT ALSO BEING ON THE EAST-WEST CENTERLINE OF SAID SECTION 4; THENCE ALONG SAID EAST-WEST CENTERLINE OF SAID SECTION 4 AND THE SOUTH LINE OF SAID TRACT OF LAND, SOUTH 89°43'55" EAST, 377.07 FEET TO THE POINT OF BEGINNING.  
THIS TRACT OF LAND CONTAINS 0.49 ACRES.



## LOT LINE ADJUSTMENT FOR TAX LOT 200

A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 2 OF THAT TRACT OF LAND DESCRIBED IN DEED TO GARY L. AND GLORIA D. NEVILLE AS RECORDED IN VOLUME 178, PAGE 2032 OF THE DESCHUTES COUNTY OFFICIAL RECORDS, SAID POINT BEARS SOUTH 88°56'3" EAST, 4306.40 FEET FROM THE WEST 1/4 corner of said SECTION 4; THENCE SOUTH 80°45'53" WEST, 218.99 FEET; THENCE SOUTH 80°45'53" WEST, 187.51 FEET; THENCE SOUTH 77°01'03" WEST, 108.56 FEET; THENCE SOUTH 76°50'34" WEST, 318.57 FEET; THENCE NORTH 00°28'57" EAST, 226.24 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 4; THENCE ALONG SAID EAST-WEST CENTERLINE OF SAID SECTION 4, SOUTH 89°41'07" EAST, 415.66 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2 AS DESCRIBED IN VOLUME 178, PAGE 2032; THENCE ALONG THE WEST AND SOUTHERLY BOUNDARIES OF SAID PARCEL 2 THE FOLLOWING 3 COURSES; THENCE SOUTH 00°19'20" WEST, 59.89 FEET; THENCE SOUTH 89°43'24" EAST, 184.39 FEET; THENCE South 89° 43'32" East, 215.62 feet TO THE POINT OF BEGINNING.  
THIS TRACT OF LAND CONTAINS 1.99 ACRES.

## LOT LINE ADJUSTMENT FOR TAX LOT 300

A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO ROBERT D. AND LINDA R. COFFEY AS RECORDED IN VOLUME 330, PAGE 0386 OF THE DESCHUTES COUNTY OFFICIAL RECORDS, SAID POINT BEARS SOUTH 89°44'13" EAST, 3490.37 FEET FROM THE WEST 1/4 corner of said Section 4; THENCE SOUTH 00°28'57" WEST, 226.24 FEET; THENCE NORTH 89°02'00" WEST, 485.72 FEET; THENCE NORTH 59°15'34" WEST, 53.81 FEET; THENCE NORTH 00°28'57" EAST, 192.69 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 4 AND TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN VOLUME 330, PAGE 0386; THENCE ALONG SAID EAST-WEST CENTERLINE OF SAID SECTION 4 AND THE SOUTH LINE OF SAID TRACT OF LAND, SOUTH 89°46'07" EAST, 532.18 FEET TO THE POINT OF BEGINNING.  
THIS TRACT OF LAND CONTAINS 2.71 ACRES.

**LOT LINE ADJUSTMENT FOR TAX LOT 400**

A TRACT OF LAND LOCATED IN THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO FLOYD E. EVANS AND DELLA EVANS AS RECORDED IN VOLUME 321, PAGE 1230, OF THE DESCHUTES COUNTY OFFICIAL RECORDS, SAID POINT BEARS SOUTH 89°43'53" EAST, 2958.19 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 4; THENCE SOUTH 00°28'57" WEST, 192.69 FEET; THENCE NORTH 59°15'34" WEST, 41.82 FEET; THENCE NORTH 76°03'52" WEST, 211.20 FEET; THENCE NORTH 71°37'33" WEST, 121.38 FEET; THENCE NORTH 77°16'55" WEST, 47.93 FEET; THENCE NORTH 84°19'47" WEST, 95.84 FEET; THENCE NORTH 84°19'47" WEST, 314.22 FEET; THENCE NORTH 00°53'30" EAST, 34.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN VOLUME 321, PAGE 1230, SAID POINT ALSO BEING ON THE EAST-WEST CENTERLINE OF SAID SECTION 4; THENCE ALONG SAID EAST-WEST CENTERLINE OF SAID SECTION 4, AND THE SOUTH LINE OF SAID TRACT OF LAND, SOUTH 89°43'55" EAST, 812.02 FEET TO THE POINT OF BEGINNING. THIS TRACT OF LAND CONTAINS 1.71 ACRES.

**LOT LINE ADJUSTMENT FOR TAX LOT 500**

A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO BRUCE W. AND THERESA L. GARRETT AS RECORDED IN VOLUME 297, PAGE 2946 OF THE DESCHUTES COUNTY OFFICIAL RECORDS, SAID POINT BEARS SOUTH 89°43'52" EAST, 2146.17 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 4; THENCE SOUTH 00°53'30" WEST, 34.92 FEET; THENCE SOUTH 85°20'53" WEST, 185.14 FEET; THENCE SOUTH 86°22'34" WEST, 537.39 FEET; THENCE NORTH 00°53'30" EAST, 87.27 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN VOLUME 297, PAGE 2946, SAID POINT ALSO BEING ON THE EAST-WEST CENTERLINE OF SAID SECTION 4; THENCE ALONG THE SAID EAST-WEST CENTERLINE OF SAID SECTION 4 AND THE SOUTH LINE OF SAID TRACT OF LAND, SOUTH 89°43'55" EAST, 720.04 FEET TO THE POINT OF BEGINNING. THIS TRACT OF LAND CONTAINS 1.03 ACRES.


394 - 1865

STATE OF OREGON )  
COUNTY OF DESCHUTES ) SS.

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:

95 DEC 21 PM 3:14

MARY SUE PENHOLLOW  
COUNTY CLERK

BY.  DEPUTY

NO. 95-44163 FEE 55  
DESCHUTES COUNTY OFFICIAL RECORDS