

89-04324



AMENDED COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
SQUAW BACK WOODS ADDITION
INDIAN FORD RANCH HOMES,
DESCHUTES COUNTY
STATE OF OREGON

TO: THE PUBLIC

THIS DECLARATION is made as of February 25, 1989, by the owners of all property situated within the Squaw Back Woods Addition, hereinafter referred to as "Declarants":

WHEREAS, Declarants are the owners of certain real properties in Deschutes County, Oregon, designated as Squaw Back Woods Addition to Indian Ford Ranch Homes, in the plat records of Deschutes County and hereinafter referred to as "The Properties", and

WHEREAS, the Declarants intend that this document of amended covenants, conditions and restrictions shall supersede all others of record, and

WHEREAS, Declarants desire to subject The Properties to certain covenants, conditions, restrictions, reservations, easements, charges for the benefit of The Properties, and its present and subsequent owners as hereinafter specified,

NOW, THEREFORE, Declarants hereby declare that The Properties are and shall be held, sold and conveyed upon and subject to the covenants, conditions, restrictions, reservations, easements and charges hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of The Properties. These covenants, conditions, restrictions, reservations, easements and charges (hereinafter referred to as "these Covenants, Conditions and Restrictions") shall constitute covenants to run with The Properties and shall be binding upon all persons having or acquiring any right, title or interest in The Properties or any part thereof, and shall inure to the benefit of each owner thereof:

**ARTICLE I****DEFINITIONS**

Section 1: "Association" shall mean and refer to Squaw Back Woods Property Owners, Inc., an Oregon non-profit corporation, its successors and assigns.

Section 2: "The Properties" shall mean the property described above and additions thereto subject to this Declaration or any supplemental declaration under the provision of Article II hereof, and including the numbered lots shown on the plat of Squaw Back Woods Addition to Indian Ford Ranch Homes.

Section 3: "Facilities" shall mean any improvements and recreational facilities which are intended to be devoted to the common use and enjoyment of the owners of The Properties including, without limitation, roadways within The Properties.


Section 4: "Lot" shall mean any numbered plot of land shown upon any recorded plat of The Properties.

Section 5: "Member" shall mean every owner who has paid his Association assessment to The Association.

Section 6: "Owner" shall mean and refer to the record owner of a possessory ownership interest, whether one or more persons or entities, of a lot, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7: "Possessory Ownership Interest" shall mean the interest of the person having the right to possession of a Lot, except for a lessee or renter.

Section 8: "Board of Directors" shall consist of a duly elected president, vice president, secretary, treasurer and three elected members at large. The term of office for officers shall be for one year commencing on July 1 of each year and terminating on June 30 of the following year. Elected members' terms shall run for two years commencing on the same dates as the elected officers.

 Section 9: "Assessment" shall include the annual assessment and special assessments authorized by Article V, below.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTY AND MERGERS OF ASSOCIATIONS

Section 1: Property may be annexed and included in the definition of "The Properties" at any time upon the assent of at least two thirds (2/3) percent of the votes of Members who are voting in person or by written proxy at a meeting of the Association duly called for such purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of such meeting setting forth the purpose thereof.

Section 2: Annexations shall be made by filing of record a supplemental declaration of covenants and restrictions with respect to the annexed property. Such supplemental declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed property. In no event, however, shall such supplemental declaration revoke, modify or add to the covenants established by this Declaration with respect to The Properties. Mergers shall be accomplished by filing articles of merger as required by ORS Chapter 61 and by recording a supplemental declaration of covenants and restrictions with respect to the property of the Association which is not designated as the surviving corporation.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Each Owner shall have one vote. There shall be only one vote per lot.

**ARTICLE IV****COMMON AREAS**

The Board of Directors of The Association may, on behalf of The Association, accept title to property designated for the use of all Members of The Association and may own and control property in conjunction with other homeowners' associations. The Board of Directors may, from time to time, adopt rules and regulations for the use of any common areas by Members of the Association and may develop recreational facilities on such common areas subject to the procedures set forth in the bylaws of The Association.

ARTICLE V**COVENANT FOR MAINTENANCE ASSESSMENT**

Section 1: Creation of the Lien and Personal Obligation of Assessment. Declarants for each lot within The Properties hereby covenant, and each subsequent Owner of any Lot, by acceptance of the deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay The Association annual assessments and special assessments. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them; provided, however, that such property shall remain subject to the lien until the assessment has been paid.



Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in The Properties and, in particular, for the improvement and maintenance of roadways and other Facilities and to meet the financial requirements of The Association.

Section 3: Basis of Annual Assessment. The amount of the annual assessment shall be decided from time to time by the Board of Directors.

Section 4: Special Assessments. Upon vote of the Owners in the manner hereafter set forth, The Association may levy, in addition to annual assessments, special assessments for the purpose of defraying in whole or in part the cost of construction, improvement or unexpected repair or replacement of Facilities.

Section 5: Voting and Notices for Special Assessments and Change of Maximum Assessment. Any special assessment or change in maximum annual assessment must have the assent of two thirds (2/3) of the votes of the Owners who vote, either in person or by proxy, at a meeting duly called for that purpose. Written notice of the meeting shall be sent to all owners at least 30 days in advance of the date of such meeting, setting forth the purpose of the meeting. The due date of any special assessment shall be fixed by the resolution authorizing such assessment.

Section 6: Date of Commencement of Annual Assessment. The initial annual assessment shall commence on the first day of such month as determined by the Board of Directors of The Association, shall be made for the balance of the calendar year and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable January 31 of such year. Any annual assessment paid within 30 (thirty) days of the date billed shall be entitled to a ten percent (10%) discount.



Section 7: Duty of The Board of Directors of The Association. The Board of Directors shall fix the amount of the annual assessment against each lot and give each Owner written notice of such assessment at least 30 days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of The Properties subject to assessments with assessments applicable to each Lot and The Association secretary shall keep such roster subject to inspection by any Owner. The Board of Directors shall also have authority to require that annual assessments be paid in semi-annual, quarterly or monthly installments.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 8: Liability and Indemnification of Directors. The Directors shall not be liable to the Corporation or the unit Owners for any mistake of judgment, negligence, or otherwise except for their own willful misconduct or bad faith. The Corporation shall indemnify and hold harmless each Director and the manager or managing agent, if any, against all contractual liability to others arising out of contracts made by the Board of Directors, manager, or managing agent on behalf of the Corporation unless any such contract shall have been made in bad faith or contrary to the provisions of the Amended Protective Covenants and Conditions - Squaw Back Woods Subdivision filed herewith or of these By-laws. Each Director and the manager or managing agent, if any, shall be indemnified by the Corporation against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been a Director, manager, or managing agent and shall be indemnified upon any reasonable settlement thereof; provided, however, there shall be no indemnity if the Director, manager, or managing agent is adjudged guilty of willful nonfeasance, misfeasance, or malfeasance in the performance of his or her duties.



Section 9: The Effect of Nonpayment of Assessments: Lien of Association. If an assessment is not paid on the due date, such assessment shall become delinquent and shall bear interest at 12 per cent per annum. The secretary of The Association shall file in the office of the Deschutes County Clerk within 120 days after such delinquency a statement of the amount of the delinquent assessments, together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment from interest set forth above shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property and, as an alternative option, may enforce such lien in the manner provided by law.

The Owner shall be liable for The Association's court costs and disbursements and reasonable attorneys' fees incurred in the preparation of filing the lien and in any proceeding to enforce the lien, or in any proceeding against a delinquent property owner personally, such costs, disbursements and attorneys' fees to be further secured by such lien. No owner may waive or otherwise escape liability or assessments by non-use of the Facilities or abandonment of his Lot.

Section 10: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now placed upon the property to which the lien attaches. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust, shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.



Section 11: Exempt Property. The Following property subject to Declaration shall be exempt from the assessments, charges and liens created herein:

- A. All easements or other interest dedicated and accepted by a municipal corporation or other public authority and devoted to public use.
- B. Any common areas.

ARTICLE VI

ARCHITECTURAL COMMITTEE

Section 1: Architectural Committee. Two Board of Director members and two members at large shall act as the Architectural Committee.

Section 2: Duties of Architectural Committee. It shall be the primary duty of the Architectural Committee to supervise and control the architectural design, ornamentation, location and aesthetics of structures upon The Properties to ensure compliance with the standards set forth in Section 4. No person shall erect or alter any building, structure, wall, or improvement on any Lot or building site without the written approval of a majority of the Architectural Committee.

Section 3: Submission of Plans. All persons who propose to erect, or alter any building, structure, wall, or improvement on any Lot shall submit written plans, drawings and specifications therefor to the Architectural Committee for approval or disapproval at least 30 days prior to the proposed action. The Architectural Committee shall approve or disapprove the proposal within 30 days, provided, however, that the Architectural Committee shall be deemed to have approved the proposal if it takes no action on the proposal within 30 days following submission.



Section 4: Standards for Design. The Architectural Committee shall apply, in deciding whether or not to approve a proposal, the following standards:

- A: Simplicity, good proportions and an appearance of naturalness to the ranch setting are desired in the completed structure.
- B: Mobile or modular homes will not be considered.
- C: Landscaping of Lots shall, to the extent possible, preserve the natural environment. The use of painted or whitewashed rocks or trees or other types of decoration foreign to the natural environment is prohibited.
- D: No picket, solid, or view-obstructing type fence may be used as a boundary fence. All fences must be approved prior to construction by the Architectural Committee.
- E: All construction shall comply with all applicable governmental and other applicable codes, standards and regulations.

Section 5: Construction Time Limit. No more than 18 months of construction time shall elapse for the completion of the exterior of a dwelling, nor shall a temporary structure be used as living quarters except during the construction of a permanent dwelling.

The Architectural Committee may by unanimous resolution adopt additional standards. The Architectural Committee shall make available for inspection to any Owner or agent of any Owner at all reasonable times the standards specified and such additional standards as have been adopted by the Architectural Committee.



ARTICLE VII

USE RESTRICTIONS

The following restrictions shall be applicable to The Properties and shall be for the benefit of and limitations upon all present and future Owners of The Properties:

Section 1: Unless written approval is first obtained from the Architectural Committee, no sign of any kind shall be displayed to the public view on any Lot or structure, except no more than one sign shall be allowed for each Lot setting for the the Owner's name and/or the name of the residents. Overall dimensions of the sign shall be the minimum required to represent the text in letters not exceeding four inches high.

Section 2: No portion of The Properties shall be used for commercial purposes without the prior written consent of the Board of Directors of The Association.

Section 3: No Lot shall be divided without the prior written consent of the Board of Directors of The Association.

Section 4: No noxious or offensive conditions shall be permitted upon any part of The Properties, nor shall anything be done which may be or become an annoyance, nuisance, or safety hazard to the neighborhood.

Section 5: Excepting for construction periods, no travel trailer, motor home or mobile home shall be occupied or installed on a permanent or temporary foundation to be occupied as a residence.

- A. Travel trailers, motor home, and other recreational equipment shall be parked as inconspicuously as possible on The Properties.
- B. Heavy equipment and/or heavy vehicles may not be stored or parked on The Properties except during periods of construction.



Section 6: The roofs of all buildings shall be kept clear of needles, leaves, and other flammable materials. 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 and shall be prohibited in times of high fire danger as determined by the Board of Directors of The Association.

Section 7: Rubbish and garbage must be kept in suitable containers and removed from the premises. No rubbish may be burned without county burn permit, dumped or buried on The Properties, or in any area within Indian Ford Ranch.

Section 8: Dogs shall not be permitted to run at large at any time, and at no time shall dogs be permitted to interfere with other residents or with the ranch operation.

Section 9: Horses, cows, sheep and other large animals shall not be kept on individual lots. Fowl, rabbits and other small domestic animals or minor's 4-H projects may be kept subject to Section 4 above.

Section 10: All roadways, bridle paths and trails on The Properties are for the use of Members on an equal basis, subject to reasonable rules and regulations promulgated from time to time in writing by the Board of Directors of The Association.

Section 11: The shooting of firearms on or from The Properties is prohibited.

Section 12: The use of fireworks on The Properties is prohibited.



Section 13: Vehicular speed limit on roads within Squaw Back Woods is 20 m.p.h.

Section 14: The use of motorcycles and motorbikes is prohibited except on established roads.

ARTICLE VIII

EASEMENTS

Easements are hereby granted to The Association, its successors and assigns, as follows:

A. Ten-foot easements and rights of way have by recorded document been specifically reserved to Squaw Back Woods Property Owners, Inc., and Indian Ford Ranch Homes, Inc., their respective successors and assigns, and for 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 quasipublic utility service or function. These easements and rights of way are to be five (5) feet of even width along those property boundaries serving as easements or rights of way. All easements and rights of way are considered as bridle and jogging paths.

ARTICLE IX

GENERAL PROVISIONS

Section 1: Enforcement. The Association, any Owner and the holder of any recorded mortgage or trust deed shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by The Association or by any Owner to exercise the right of enforcement shall not be deemed a waiver of the right to do so thereafter.



Section 2: Severability. Invalidation of any one of these covenants, conditions and restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

Section 3: Amendment. These covenants, conditions and restrictions shall run with and bind the land and shall inure to the benefit of and be enforceable by The Association or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, for a term of 25 years from the date the Declaration is recorded in the Deschutes County deed records. The application of these covenants, conditions and restrictions to The Properties shall automatically be extended for successive ten-year periods, unless two-thirds of all Owners vote to discontinue these covenants, conditions and restrictions. Any covenants, conditions or restrictions, except the easements herein granted, may be amended by assent of two-thirds (2/3) of the votes of the Owners who vote, in person or by proxy, at a meeting duly called for the purpose. Copies of all such amendments certified by the President and Secretary of the Association shall be recorded in the Deschutes County deed records.

Section 4: Separate Copies. Separate copies of this instrument may be signed with the same force and effect as though all signatures were appended to one original instrument.

Section 5: Attorneys' Fees. If The Association is reasonably required to enforce any provision of this Declaration or any legal or equitable right which The Association may have by statute or common law as a remedy for non-compliance with or breach of this Declaration, the Owner or Owners in non-compliance or breach shall be personally liable to The Association's expenses, other costs and disbursements, including reasonable attorneys' fees, incurred in such enforcement, whether litigation is instituted or not, and including any trial or appeal therefrom.

**ARTICLE X****REPEAL**

Protective Restrictions for Squaw Back Woods Addition to Indian Ford Ranch Homes, Inc. Deschutes County, Oregon recorded September 30, 1966, Volume 150, page 437, Deed Records, Deschutes County, Oregon; amended restrictions recorded August 31, 1970,, Volume 171, page 879; and amended restrictions recorded July 1, 1981, and June 30, 1982, are hereby repealed.

SQUAW BACK WOOD HOMEOWNERS ASSOCIATION

By

Patricia D. Page
 Patricia D. Page, Secretary

STATE OF OREGON,

FORM NO. 23 — ACKNOWLEDGMENT

County of DESCHUTES

} ss.

BE IT REMEMBERED, That on this 1st day of MARCH, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

PATRICIA D PAGE

known to me to be the identical individual described in and who executed the ~~above instrument~~ and acknowledged to me that ~~the same~~ executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Marsha A. Eiguren
 Marsha A. Eiguren

Notary Public for Oregon

My Commission expires 12/29/91

Patricia Page
 ✓ 69733 Old Wagon Rd
 Sisters, Or 97759

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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:

89 MAR - 1 PM 12:41

MARY SUE PENHOLLOW
COUNTY CLERKBY *M. Eiguren* DEPUTYNO. 89-04324 FEE 70

DESCHUTES COUNTY OFFICIAL RECORDS