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B U I L D I N G A N D U S E R E S T R I C T I O N S
S Q U A W C R E E K C A N Y O N R E C R E A T I O N A L E S T A T E S

Deschutes County, Oregon

MERRILL E. SCHMIDT, STANLEY J. HAFFER, E. LUCAS SCHMIDT, ELWIN M. DUNN, and DON C. BROWN, being the record owners of the subdivision known as "SQUAW CREEK CANYON RECREATIONAL ESTATES", (ESTATES), Deschutes County, Oregon and more particularly described as follows:

See Exhibit "A" attached hereto.

in order to provide for the orderly development thereof, filed Building and Use Restrictions covering said real property and subdivision on August 27, 1971, in Volume 178, Page 534, Official Records, Deschutes County, Oregon, and now do hereby and by these presents subject said real property and subdivision, and the whole thereof, to the following Amended Building and Use Restrictions:

1. No lot in this subdivision shall be used except for residential purposes, nor shall more than one (1) detached single family dwelling exceed two (2) stories in height, and a private garage for not more than two (2) cars shall be erected, altered, placed or permitted to remain on any lot.

2. Use and occupancy of the premises shall be subject to zoning, building, health, fire protection, 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 written approval of Estates before work thereon is commenced. The following are minimum requirements:

- (a) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, topography, natural vegetation and general nature of the surrounding land.

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- (b) The design, orientation and location of every building or improvement on the lots in Estates shall be reviewed by and under the exclusive control of the Architectural Committee. The intent is to keep all homes as compatible as possible with their natural surroundings and with each other and to safeguard to the greatest possible extent the view from all lots.
- (c) The floor area of residences shall be of not less than twelve hundred (1,200) square feet with attached two-car garage, or sixteen hundred (1,600) square feet with detached two-car garage on the Rimrock Lots. Residences on other than Rimrock Lots shall be of not less than eight hundred (800) square feet with attached two-car garage, or one thousand (1,000) square feet with detached two-car garage.
- (d) Buildings must be suitable for year-around use and must be placed on permanent, continuous foundations consisting of concrete, brick, pumice blocks or stone masonry, except where the topography of the lot dictates otherwise.
- (e) The use of wood stains or earth colored paints will be the rule. Bright paint exteriors will not be permitted.
- (f) The use of painted or whitewashed rocks or trees or other type of decoration foreign to the natural environment is strictly prohibited.
- (g) All fences shall be of a type and design specifically approved by the Architectural Committee.

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4. No more than six (6) months time shall elapse for the completion of a permanent residence. Estates may extend this provision under extraordinary conditions. An exterior latrine shall be allowed only during the construction of a permanent residence.

5. Estates reserves the right, at its option, to charge lot owners up to a Five Hundred (\$500.00) Dollar building inspection fee at the time construction of a permanent residence commences to insure the quality of workmanship and materials.

6. No building or structure of a temporary character, trailer, mobile home, motor home, camper, basement, tent, shack, garage, barn, stable or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

7. No lot shall be divided without the prior written consent of Estates.

8. It is the desire and intent of Estates to preserve the natural vegetation in the subdivision to the greatest extent possible and to preclude the planting of trees, shrubs, lawns and other vegetation which would not be in keeping with the general surrounding areas. Prior written approval by the Architectural Committee shall be required before the introduction of any tree, plant, shrub, lawn or other vegetation. The cutting or removal of living trees will be permitted only where necessary for construction of buildings or thinning for the beautification of the property.

9. Easements and rights of way are hereby specifically reserved to Estates, their respective successors and assigns and for the construction, installation, operation and maintenance of wires and conduits for the transmission of electricity, heat, power, telephone, sewers, drains, water systems and for any other reasonable purpose and any other method of conducting and performing any public or quasi-public utility service or function.

Within these easements and rights of way no building, structure, planting or other material shall be placed or permitted to remain which may damage or interfere with said construction, installation, operation or maintenance of said utilities.

The easement and rights of way areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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Estates, their respective successors and assigns, should they deem it in the best interests of the subdivision, reserves an easement and right of way over and upon each lot in said subdivision five (5) feet of even width along those boundaries of each lot adjacent to a public road for the use, construction, development and maintenance of bridle paths and trails.

10. No commercial, professional, noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. Parking of trailers, mobile homes, motor homes, campers, boats and/or any other vehicles will not be permitted overnight on any of the public roads in the subdivision nor placed or kept on a permanent basis openly on the premises. Any trailer, mobile home, motor home, camper, boat or any other vehicle kept on the premises for a temporary period of time shall be screened from the view of neighboring lots and roads.

12. Open or outside storage of household items, equipment, feed, hay and/or materials of any kind or description will not be permitted on any lot in the subdivision with the exception of building materials and equipment during construction of a residence.

13. Rubbish, garbage and debris must be kept in suitable containers and removed from the premises. No rubbish, garbage or debris may be collected, stored, burned, dumped or buried on the premises or in any area within Estates or adjacent acreage. All refuse containers, steel tanks, clotheslines, and other service facilities shall be screened from the view of neighboring lots and roads.

14. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard or an eyesore.

15. Motorcycles, trail bikes, snowmobiles and all forms of off-road vehicles shall be used only for transportation on duly established roads in the subdivision and all such vehicles shall be adequately muffled and shall be operated only by licensed drivers.

16. The shooting of firearms on the premises is prohibited.

17. The subdivision shall not, nor shall any part thereof,

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be used for the purpose of exploring for, taking therefrom, or producing therefrom, gas, oil or other hydrocarbon substances.

18. No individual water supply system shall be permitted on any lot.

19. No individual sewage disposal system shall be permitted on any lot unless and until such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the County Health Department and the Architectural Committee.

20. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that domestic household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Dogs shall not be permitted to run at large and at no time shall they be permitted to interfere with other residents or with the operation of Estates.

21. No signs of any kind shall be displayed to the public view on any lot without the express consent in writing of Estates except that one sign will be permitted for each building site with text limited to the owner's name. Overall dimensions, design and location of same shall be under the exclusive control of the Architectural Committee.

22. The roofs of all buildings and structures shall be kept clear of needles, leaves and other flammable material.

23. Estates reserves the right to change, extend or close any street or road in the subdivision depicted on the plat of said subdivision 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.

24. No trees, rocks or other material may be removed from any park area, except by designation of the Architectural Committee with the intent of continuing the park area in a natural state.

25. The Architectural Committee shall at all times consist of as many persons, not less than three (3), as Estates may appoint.

At any time the majority of the committee may designate

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a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. At any time the then record owners of a majority of the lots in the subdivision shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

26. There shall be established a homeowners association for the subdivision (ASSOCIATION). Each owner of property in the subdivision shall, upon becoming an owner, be a member of the Association and each lot in the subdivision shall be included in the Association and may not be withdrawn.

27. Each lot in the subdivision shall be subject to its pro rata share of the necessary costs and expenses incurred in the maintenance of any common areas and roads and for snow removal therefrom. Each lot shall be subject to all maintenance charges, assessments and liens in favor of the owners of all other lots for the collection of these expenses.

28. Each maintenance charge, assessment, and/or lien levied or imposed by the Association, pursuant to its bylaws, together with interest thereon, shall be a separate and distinct personal debt and obligation of the owner of the lot against whom the maintenance charge, assessment or lien is levied or imposed or from whom the amount is due. If the owner fails to pay any such charge or assessment or any installment thereof when due, the owner shall be in default and the charge or assessment not paid together with interest, cost and attorneys' fees shall become a lien upon the lot owned by the person from whom the charge or assessment is due upon the filing in the records of Deschutes County, Oregon, a notice of lien setting forth the

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amount due and a description of the property against which the lien is imposed. Proceedings to foreclose any such lien may be commenced in the same manner as real property mortgages at any time within three (3) years following the date of such filing.

29. Each and all of said restrictions, conditions, covenants, reservations, liens, easements, rights of way and changes (RESTRICTIONS) shall be deemed to be for the protection and benefit of each of the owners and occupants of lots in the subdivision and shall run with the land affected thereby and shall be and remain in full force and effect at all times with respect to all property included within the subdivision and owners thereof and all persons claiming by, through or under them, until 1999. Thereafter such Restrictions shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreeable to change said Restrictions in whole or in part.

30. Every owner of a lot in subdivision shall have the right to enforce the provisions of these protective covenants and conditions by any proceeding at law or in equity. Failure by any owner to enforce any covenant or condition contained herein shall in no event be deemed a waiver of the right to do so thereafter.

31. The violation of any of the restrictions or breach of any covenant hereby established shall give to Estates, 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 structure, erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; Estates, 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 exclusive.

32. Invalidity of any of the foregoing restrictions, covenants or conditions, or any portion thereof by court order, judgment or decree shall in no way affect any of the other remaining provisions thereof which shall remain in full force and effect.

33. Any provision of the building and use restrictions

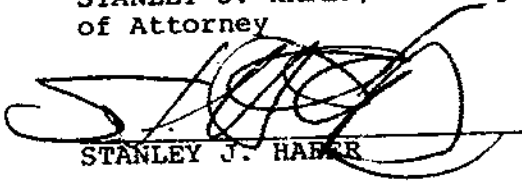
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may, at any time, be amended, repealed or provisions added by the consent in writing of owners owning fifty (50%) percent of the lots in the subdivision.

IN WITNESS WHEREOF, MERRILL E. SCHMIDT, STANLEY J. HAFER, E. LUCAS SCHMIDT, ELWIN M. DUNN and DON C. BROWN have caused these presents to be signed by STANLEY J. HAFER, their attorney in fact, this 9th day of October, 1980.


STANLEY J. HAFER, with Special Power
of Attorney


STANLEY J. HAFER

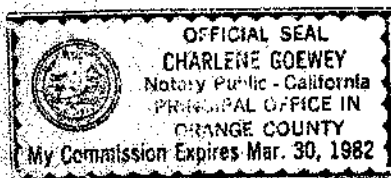
STATE OF CALIFORNIA } ss
COUNTY OF ORANGE }

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above named STANLEY J. HAFER, as one of the principals and as Attorney in Fact for MERRILL E. SCHMIDT, E. LUCAS SCHMIDT, ELWINN M. DUNN, and DON C. BROWN and acknowledged the foregoing instrument to be his voluntary act and deed.

WITNESS my hand and official seal.


CHARLENE GOEWY

My Commission expires March 30, 1982



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STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for record the 5 day of Nov A.D. 19 80 at 2:21 o'clock P M., and recorded in Book 331 on Page 649 Records of Deeds

ROSEMARY PATTERSON
County Clerk

By Rhonda Lant Deputy

R.D. Remund
P.O. Box 467
Sisters, OR 97759