

96-727
SECOND AMENDED BUILDING AND USE RESTRICTIONS
SQUAW CREEK CANYON RECREATIONAL ESTATES, FIRST ADDITION
DESCHUTES COUNTY, OREGON

SECTION I -- RECITALS AND AMENDMENT OF PRIOR RESTRICTIONS

WHEREAS, all lots located within the Squaw Creek Canyon Recreational Estates, First Addition subdivision are subject to restrictions and rights imposed by a document entitled "Amended Building and Use Restrictions" that is recorded in the deed records of the Deschutes County Clerk in Volume 224 at Page 1214 (Document 91-26257); and

WHEREAS, the Amended Building and Use Restrictions are subject to amendment by owners who own over fifty percent of the lots in the subdivision; and

WHEREAS, Squaw Creek Canyon Recreational Estates, Incorporated presently owns over fifty percent of the lots within Squaw Creek Canyon Recreational Estates First Addition; and

WHEREAS, the Board of Directors of Squaw Creek Canyon Recreational Estates, Inc. has authorized its President, Ronald D. Remund, to sign this document, which is to serve as the corporation's consent to amendment of the Amended Building and Use Restrictions as set forth in this Second Amended Building and Use Restrictions document;

NOW THEREFORE, this document is adopted to replace the Amended Building and Use Restrictions and the original Building and Use Restrictions covering the subdivision that were recorded on May 20, 1985 in Volume 95, Page 1655 of the deed records of the Deschutes County Clerk (Document No. 85-10660). This Second Amended Building and Use Restrictions document shall be effective at such time as it is recorded in the deed records of the Deschutes County Clerk.

SECTION II -- PROPERTY DESCRIPTION

The real property burdened and benefitted by the building and use restrictions contained in this document is:

SQUAW CREEK CANYON RECREATIONAL ESTATES, FIRST ADDITION, a subdivision located in Deschutes County, Oregon.

SECTION III - DEFINITIONS

As used in this Second Amended Building and Use Restrictions document, the terms set forth below shall have the following meanings:

- 3.1 "Architectural Regulations" specify the configurations, materials, and techniques of construction or implementation of Improvements and architectural controls which are intended to produce harmony among buildings and which are to be adopted by the Architectural Review Committee.
- 3.2 "Association" means the homeowners' association of First Addition formed under the authority of Restrictions and prior recorded building and use restrictions.
- 3.3 "Commercial Motor Truck" means a motor vehicle that is primarily designed or used for carrying loads other than passengers and that is used in the conduct of commercial or business activity.
- 3.4 "Committee" means the Architectural Review Committee for First Addition.
- 3.5 "Estates" means Squaw Creek Recreational Estates, Inc., an Oregon corporation.
- 3.6 "First Addition" means the Squaw Creek Canyon Recreational Estates, First Addition subdivision, as shown on the plat of said subdivision recorded in the records of the Deschutes County Clerk on May 25, 1982.
- 3.7 "Improvement" or "Improvements" means every temporary or permanent building, structure or improvement of any kind on any First Addition Lot, including but not limited to a Residential Dwelling, Private Garage, fence, wall, retaining wall, driveway, swimming pool, storage shelter, antennas, satellite dishes or other product of construction or installation efforts on or in respect to any Lot within First Addition, including landscaping, and every alteration, painting or reconstruction thereof. The term "Improvement" includes Lot clearing, tree cutting and grading and the placement of utility lines upon Lots.
- 3.8 "Lot" means a platted lot shown on the recorded plat of First Addition filed with the Deschutes County Clerk's Office on May 25, 1982. For purposes of defining and applying the term "Lot" in this document, reference will be made to the original plat of the subdivision, not to any subsequent subdivision or partition plats, if any.
- 3.9 "Motor Home" means a motor vehicle that is reconstructed, permanently altered or originally designed to provide facilities for human habitation or has a structure

permanently attached to it that would be a camper if the structure was not permanently attached to the motor vehicle.

- 3.10 "Motor Vehicle" means a vehicle that is self-propelled or designed for self-propulsion.
- 3.11 "Owner" shall mean and refer to the record owner or contract buyer of the fee simple title to any Lot which is a part of the Property, excluding those having such interest merely as security for the performance of an obligation. For the purposes consenting to amendment of these Restrictions, the consent of one co-owner of a Lot shall be deemed to be the consent of all owners of the Lot, regardless of the number of persons who may have an co-ownership interest therein. Such consent may be granted by any one of the co-owners.
- 3.12 "Private Garage" means a building or structure that is designed to allow the parking of vehicles, that includes a permanent foundation and roof and that is completely enclosed by walls and doors. A Private Garage may either be attached to a residence or detached from the residence.
- 3.13 "Property" shall mean and refer to the above-described real property.
- 3.14 "Recreational Vehicle" means a vehicle with or without motive power, which is designed for human occupancy and to be used temporarily for recreational, seasonal or emergency purposes.
- 3.15 "Residential Dwelling" means a structure designed for occupancy and as a place for sleeping by humans that is built on a permanent foundation that has all of the following features: intact exterior walls and roof structures, indoor plumbing including a kitchen sink, toilet and bathing facilities connected to a sanitary waste disposal system, interior wiring for interior lights and a heating system.
- 3.16 "Residential Vehicle" means a vehicle or structure, including a manufactured dwelling, constructed for movement on the public highways that has sleeping, cooking or plumbing facilities, is intended for human occupancy and is being used as a residence.
- 3.17 "Restrictions" means this document, the Second Amended Building and Use Restrictions for Squaw Creek Canyon Recreational Estates, First Addition.

SECTION IV -- BUILDING AND USE RESTRICTIONS

The following building and use restrictions shall apply to all Lots located within Squaw Creek Canyon Recreational Estates, First Addition, (hereinafter referred to as "First Addition"). The

purpose of these Restrictions is to protect the desirability and attractiveness of First Addition as a rural residential community. All of the building and use restrictions shall run with the land in First Addition and shall be binding and inure to the benefit of all Owners and their successors in interest.

- 4.1 First Addition Lots may be developed and used for residential use only. A maximum of one Residential Dwelling and one attached or detached Private Garage, may be erected, placed or maintained on any Lot.
- 4.2 All Residential Dwellings erected or placed in First Addition, after the filing of these Restrictions shall have a minimum living space floor area of 2000 square feet. All Lots developed with Residential Dwellings shall include a Private Garage that is designed to hold a minimum of three standard sized cars, vans, pickup trucks or similarly sized Motor Vehicles. The maximum height of a garage door shall be twelve feet from the finished grade.
- 4.3 All Residential Dwellings erected or placed in First Addition prior to the date of the filing of these Restrictions shall have a floor area of not less than 1200 square feet if the home includes an attached Private Garage for a minimum of two vehicles or 1600 square feet if the home does not have an attached Private Garage meeting the two vehicle standard, notwithstanding the provisions of 4.2 above..
- 4.4 Use and occupancy of First Addition Lots shall be subject to zoning, building, health, fire protection, sewage disposal and sanitation regulations of the State of Oregon, Deschutes County, and all governmental agencies having jurisdiction. A violation of any such law shall constitute a violation of these Restrictions.
- 4.5 The design and location of every Improvement on any Lot in First Addition, and the future changes or additions thereto, must have prior written approval of Estates before work thereon is commenced.
- 4.6 No Improvement shall be erected, placed, altered or shall occur or be maintained on any Lot until the plans and specifications for said Improvement and a plan showing the location of the proposed Improvement has been approved, in writing, by the Architectural Review Committee.
- 4.7 The design, orientation and location of every Improvement on Lots shall be reviewed by and under the exclusive control of the Architectural Review Committee. The intent of this requirement is to keep all Improvements as compatible as possible with each other, to create attractive Residential Dwellings, Private Garages and Lots and to safeguard the investment of owners in Lots. The Architectural Review Committee is hereby granted the authority to adopt, in its sole discretion, Architectural Regulations to govern the

design details of Improvements. Said Regulations may supplement and define the provisions of these building and use restrictions related to Improvements. Copies of the Regulations shall be made available to Lot Owners, upon request.

- 4.8 All secondary utility lines, including all home service lines, shall be placed underground. Primary utility lines are allowed above-ground within road right-of-ways and may be allowed, with the permission of the Declarant, within the 5-foot wide easement area adjoining public roads in First Addition. Further, above-ground road crossings by utility lines are strictly prohibited.
- 4.9 All requests for approval of Improvements shall be filed with the Architectural Review Committee and shall be accompanied by Improvement plans and specifications, in duplicate, showing all of the following:
 - 4.9.1 Existing and proposed land contours and grades;
 - 4.9.2 All buildings, and other Improvements, access drives and other improved areas, and the locations thereof on the site;
 - 4.9.3 Plans for all floors, cross-sections, and elevations, including projections and wing walls;
 - 4.9.4 All landscaping, including existing and proposed tree locations and planting areas and species thereof, mail boxes and exterior ornamentation;
 - 4.9.5 Exterior lighting;
 - 4.9.6 Wall, fences and screening;
 - 4.9.7 Patios, decks, pools, and porches;
 - 4.9.8 Signs and parking areas;
 - 4.9.9 Samples of materials to be used as may be reasonably requested by the Committee;
 - 4.9.10 Setbacks required by local land use or building regulations;
 - 4.9.11 Utility lines and connections;
 - 4.9.12 Scale of drawing;
 - 4.9.13 Specifications describing types of construction and exterior materials to be used, including, without limitation, the colors and manufacturer thereof; and
 - 4.9.14 Such other relevant information, data and drawings as may be requested by the Committee.

The Architectural Review Committee may, upon written request, elect to waive any of the plans and specifications requirements of this section when the Committee determines that such plans and specifications are not needed to conduct an effective review of the proposed Improvement or Improvements.

- 4.10 All Improvements shall consist of first quality materials. The Architectural Regulations may specify what materials are first quality materials. All structural Improvements shall

be well-constructed. All grading and landscaping must be done in a manner that minimizes the run-off of water from each Lot.

- 4.11 All Residential Dwellings and Private Garages must be suitable for year-round 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. The Architectural Review Committee shall be the final arbiter of whether topography warrants an exception to the foundation requirement of this section.
- 4.12 All Residential Dwellings and Private Garages shall be constructed by licensed building contractors only.
- 4.13 Where paint is utilized, the use of wood stains or earth colored paints will be the rule. Bright paint exteriors will not be permitted. Stucco and masonry may be used in the construction of First Addition Improvements, if approved by the Committee.
- 4.14 The use of painted or whitewashed rocks or trees or other types of decoration foreign to the natural environment is strictly prohibited.
- 4.15 All fences shall be of a type and design specifically approved by the Committee and shall be a maximum of six feet in height.
- 4.16 The Committee shall have the authority to grant variances to Improvement-related requirements in the Restrictions and the Architectural Regulations. Variances may be granted when the applicant for a variance demonstrates that a variance is needed due to unusual site conditions which make compliance with requirements exceptionally burdensome and when the applicant can demonstrate that the variance will result in creating an Improvement that is of superior quality to the Improvement that would be built if the requirements of the Restrictions and Architectural Regulations were adhered to by the applicant. Further, the Committee may develop other standards for granting variances and such standards shall be included in the Architectural Regulations. Consent by the Committee to any variance of the Improvement-related requirements of the Restriction or of the Architectural Regulations shall not constitute a precedent nor in any way impair its right to withhold approval of subsequent similar requests.
- 4.17 The Committee may consist of as many members as Estates may appoint. Appointments to the Architectural Review Committee shall be evidenced by recording of the fact of said appointment in the official records of the Committee which shall be maintained by Estates. Such records shall be made available for review by Lot Owners within a reasonable time after request by a Lot Owner. The records shall indicate the date of said appointment and shall contain the current mailing address of each member. Any member of the Committee may resign or be discharged by Estates, at any time. Resignation or

discharge from the Committee shall be evidenced by a written letter of resignation which shall be tendered to Estates and kept with the records of the Committee by Estates. A failure to fully comply with this section will not, however, be grounds to invalidate any decision rendered by the Committee.

- 4.18 At any time, a majority of the Committee may designate a representative to act for it in reviewing applications and rendering decisions.
- 4.19 All decisions of the Committee shall be in writing, and shall be deemed to have been taken when a written decision is deposited for delivery with the United States Postal Service as Certified Mail, with a return receipt requested, or by personal delivery to the applicant. A majority of the Committee may render a binding decision. Notice of all Committee decisions shall be provided to all adjoining Lot Owners. Committee decisions shall be binding upon all Owners, once final.
- 4.20 Interpretation and application of the provisions of the Architectural Regulations and the provisions of the Restrictions that relate to the making of Improvements shall be within the sole and exclusive discretion of the Committee.
- 4.21 In the event the Committee fails to approve or disapprove a properly submitted and complete request for approval of an Improvement or Improvements within sixty (60) calendar days after the request is made, the party submitting the request may proceed with construction according to the plans submitted to the Committee. Such an approval will not, however, allow violation of any clear and objective provision of these Regulations.
- 4.22 Notwithstanding any other provision of these Restriction, the sole and exclusive procedure and remedy for any challenge to a decision of the Committee shall be as follows:
 - 4.22.1 Lot Owners are the only persons who may challenge Committee decisions.
 - 4.22.2 Any Owner may request that the Committee reconsider any Committee decision. Such requests must be made in writing and filed with a member of the Committee and the Applicant, if the person requesting reconsideration is not the Applicant.
 - 4.22.3 A request for reconsideration shall be filed no later than 10 days following the mailing of the decision to the Applicant and adjoining Lot Owners.
 - 4.22.4 If a request for reconsideration is filed, the Committee shall be given 20 days to review its decision and to issue a decision on reconsideration. The decision on

reconsideration may either uphold the prior decision or modify the original decision or vacate the decision.

- 4.22.5 The Applicant and the Owner requesting reconsideration may submit written information regarding the request for reconsideration to the Committee at any time, up to the time when a decision on reconsideration is issued, provided that a copy of the written material is provided to the Applicant and any person requesting reconsideration prior to or concurrent with filing of the information with the Committee.
- 4.22.6 A copy of the decision on reconsideration shall be provided the Owner(s) who requested reconsideration and to the Applicant by certified mail, return receipt requested.
- 4.22.7 Any judicial action or proceeding brought to challenge a decision of the Committee shall be commenced within thirty days after mailing of the Committee decision on reconsideration. In such an action or proceeding, the court shall defer to Committee interpretations of the meaning of the Restrictions and Architectural Regulations.
- 4.22.8 An action to challenge a decision of the Committee shall be brought against Estates and may not be brought against any individual member of the Committee. An action to challenge the Committee's decision as set forth in this section, shall be the sole and exclusive judicial remedy available to any Owner to challenge any decision of the Committee or the construction of an Improvement in accordance with Committee approved plans. No such action to challenge the Committee's decision shall be commenced by any person who has not requested reconsideration of the Committee's decision, within the time limits specified in these Restrictions.
- 4.23 Improvements must be constructed in accordance with the plans and specifications approved by the Committee. Approval of plans and specifications may be withdrawn by the Committee in the event Improvements are not constructed in substantial conformance with the plans and specifications approved thereof. Estates shall have the right to enter premises under construction during daylight hours for the purpose of inspecting construction to determine conformance to the approved plans. Such entry shall not be deemed a trespass.
- 4.24 A suit seeking an injunction against the construction of an Improvement that requires Deschutes County building permit approval that has not received Committee approval or that is being constructed in violation of Committee approved plans, may be brought by Estates or by any Owner, provided that the suit is commenced prior to the completion of

the Improvement for which an injunction is sought and issuance of a final occupancy permit by the Deschutes County Building Department. If an improvement does not require a building permit, the suit must be filed no later than thirty days following completion of the improvement. If a suit is not commenced within this time period, the provisions of these Restrictions shall be deemed to have been fully complied with. Any person bringing an injunction action will be barred from raising any objections to any Improvements that are being constructed in accordance with Committee approved plans unless said person has also filed a challenge to the Committee's decision in the manner specified in Section 4.22, above.

- 4.25 Each Lot may contain a maximum of one fenced, animal enclosure. Animal enclosures may be constructed within the back yard area of a Lot and may not be constructed in a side yard or a front yard. Enclosures must be located a minimum of twenty-five (25) feet from any Property line and shall utilize six feet tall fencing of a type approved by the Committee. All such enclosures must be effectively screened from view from public roads and from neighboring properties, except in such instances where screening cannot obscure the view of such enclosures. When obscuring an enclosure is not possible, the Lot Owner shall provide screening to minimize the visual impact of the enclosure on persons using public road or residing on neighboring Lots.
- 4.26 An exterior latrine shall be allowed only during the construction of a permanent residence.
- 4.27 Manufactured homes and mobile homes are not allowed in the subdivision.
- 4.28 No building or structure of a temporary character, trailer, Motor Home, camper, tent, Recreational Vehicle, Residential Vehicle, shack, basement, garage or other outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently.
- 4.29 If any Residential Dwelling is leased or rented, the Lot Owner(s) shall furnish a copy of these Restrictions to the residents of the Dwelling. It is the Owner's responsibility to see that the Restrictions are adhered to by the renter or lessor, and the Owner shall be responsible for any violations of the Restrictions by the renter or lessor.
- 4.30 Except as required to comply with other provisions contained in this Declaration, no tree with a diameter greater than six inches at a point four and one half (4.5') feet above the ground at the trunk shall be cut or willfully damaged without first obtaining permission of the Committee and any required permits from any public entity claiming jurisdiction over tree cutting on the Property.
- 4.31 All roofing that is visible from ground level shall be tile roofing, of a type approved by the Committee. All eaves, attics and under floor openings shall be screened or otherwise

enclosed. Any chimney or stovepipe connected to a device burning solid or liquid fuel shall be equipped with a screen constructed of non-flammable material with a mesh no coarser than one half inch over its outlet.

- 4.32 No open fires are permitted at any time. Barbecues and other outdoor cooking facilities shall be continuously attended while in use and completely extinguished after use. Firewood and other materials which could provide fuel to a fire shall be stored a minimum of thirty feet away from buildings, inside buildings, or covered with a fire-resistant protective covering.
- 4.33 No devices for sending and receiving electromagnetic waves, including but not limited to antennas, transmission towers or satellite dishes, may be placed on any lot in First Addition without the prior written approval of the Committee.
- 4.34 Estates and its heirs, successors and assigns, 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 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. Estates shall not be responsible for restoring any landscaping or fencing placed within the easement area in the event that the easement area is disturbed due to utility line installation, removal or maintenance.
- 4.35 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.
- 4.36 The parking of trailers, boats, mobile homes, Motor Homes, Commercial Motor Trucks, boats, Recreational Vehicles, campers and Residential Vehicles on public roads within First Addition is strictly prohibited. Further, no vehicles shall be parked on public roads overnight. Lot Owners shall cause all guests to comply with these parking regulations. Further, any Motor Vehicle parked, placed or kept on a Lot more than 60 days per year shall be stored within the Private Garage.

- 4.37 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 the construction of a residence.
- 4.38 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 on adjacent acreage. All refuse containers, steel tanks, clothes lines, and other service facilities shall be screened from the view of neighboring Lots and roads.
- 4.39 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 any eyesore.
- 4.40 Motorcycles shall be used only for transportation on duly established roads in the subdivision, and all shall be adequately muffled and shall be operated only by licensed drivers.
- 4.41 The shooting of firearms, with the exception of BB guns, in the subdivision or on the adjacent acreage owned by Estates, is prohibited.
- 4.42 No part of First Addition shall be used for the purpose of exploring for, taking therefrom, or producing therefrom, gas, oil or other hydrocarbon substances.
- 4.43 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 of the County Sanitation Department, and a permit has been obtained from same.
- 4.44 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 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.
- 4.45 The roofs of all buildings and structures shall be kept clear of needles, pinecones and other flammable materials.
- 4.46 Estates reserves the right to change, extend or close any street or road in the subdivision depicted on the plat of said subdivision, provided such changes or closures shall not interfere with the ingress or egress of an Owner to his Lot in the subdivision.
- 4.47 Every provision of these 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 First Addition, and Owners thereof, and all persons claiming by, through and under them, until December 31, 2010. Thereafter such Restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of persons representing a majority of the Lots in First Addition, it is agreeable to repeal the Restrictions.

- 4.48 Every Owner of a Lot in the subdivision, Estates and the Committee shall have the right to enforce the provisions of these Restrictions against any Lot Owner for a violation of any provision of the Restrictions. Such an enforcement action may be brought in a proceeding at law or in equity. Failure by any Owner, Estates or the Committee to enforce any covenant or condition contained herein shall in no event be deemed a waiver of the right to do so thereafter, except as expressly provided for in these Restrictions.
- 4.49 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 exist, 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.
- 4.50 No party, including Estates and the Architectural Review Committee shall have a duty to enforce any provision of this Declaration. No party, including the Declarant and the Committee, shall have any personal liability for acting or failing to act to enforce any provision of this Declaration. This limitation of personal liability shall not limit the right of a party to enforce any provision of these Restrictions or to recover any damages which may be suffered as a result of a violation of any provision of the Restrictions.
- 4.51 Neither the Committee nor Estates shall be liable to any Owner for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the Committee or any member thereof, provided that the members acted in accordance with actual knowledge possessed by them and that they acted in good faith.
- 4.52 There shall be established a homeowners association for the subdivision known as the First Addition Homeowners Association. Each Owner shall, upon becoming an Owner, be a member of the Association and each Lot shall be included in the Association, and may not be withdrawn. The Association shall be established by holding a meeting of all Owners in the subdivision, wherein each Owner shall be granted a vote in all matters pertaining to the Association. The following rules apply to Association votes:

- 4.52.1 An Owner shall be granted one vote for each Lot owned by Owner within First Addition.
- 4.52.2 In the event that a Lot is owned by multiple owners, any Owner may vote on behalf of that Lot. In the event that two or more of the Owners of a single Lot vote on an Association matter, their single vote shall be apportioned equally among them. For instance, if two Owners of a single Lot vote on a matter, each vote would be counted as $\frac{1}{2}$ of a vote.
- 4.52.3 Association matters shall be governed by Association rules and the Association's Articles of Incorporation, if any, which may be adopted by a majority vote of the Association's voting members.
- 4.53 Should suit or action be commenced to enforce any provision of this Declaration, the prevailing party shall be entitled to recover from the other party such reasonable attorney fees, costs and disbursements as are fixed by the courts in which said suit or action, including any appeal from decisions rendered therein, is tried or heard.
- 4.54 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.
- 4.55 Any provisions of the building and use restrictions may, at any time, be amended, repealed or provisions added, by the consent in writing of Owners owning over fifty percent (50%) of the Lots in the subdivision.
- 4.56 Estates' rights, duties and responsibilities under these Restrictions may be assigned by Estates to Association by the recording of a written notice of assignment in the records of the Deschutes County Clerk. Thereafter, suits challenging decisions made by the Committee shall be brought against the Association rather than against Estates.

SECTION V - EXISTING DEVELOPMENT

Nothing contained in these Restrictions shall be construed to require modifications to existing Improvements on Lots to conform to new provisions of this agreement provided that said Improvements comply with the provisions of the Building and Use Restrictions in effect at the time that the Improvements were constructed. Modifications to existing Improvements and new construction or Improvements on Lots with existing Improvements will, however, be governed by the provisions of these Restrictions.

SECTION VI - CONSENT TO AMENDMENT

IN WITNESS WHEREOF, Squaw Creek Canyon Recreational Estates, Incorporated, an Oregon corporation, has executed this instrument, and has caused its name to be signed and its seal affixed by its officer, duly authorized thereto by order of its Board of Directors, this 10 day of Oct., 1996 and hereby consents to the replacement of all prior building and use restrictions affecting First Addition with the restrictions contained in this document.

SQUAW CREEK CANYON RECREATIONAL
ESTATES, INCORPORATED

By: Ronald D. Remund Pres.
Ronald D. Remund, President.

STATE OF OREGON)
) ss.
County of Deschutes)

On the 10 day of October, 1996, personally appeared before me, Ronald D. Remund, who, being duly sworn, did say that he is the President of Squaw Creek Recreational Estates, Incorporated, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be its voluntary act and deed.



Tiana L. Van Landuyt
Notary Public for Oregon
My commission expires: 5-21-98

s:remund\newccrs1.doc

426 - 0362

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:

96 OCT 15 PM 1:28

MARY SUE PENHOLLOW
COUNTY CLERK

BY Warden DEPUTY
96-38308
NO. FEE 75
DESCHUTES COUNTY OFFICIAL RECORDS