

The undersigned being the owner of more than seventy-five (75%) percent of the lots at Indian Ford Meadows subdivision hereby adopt the amended protective covenants and conditions. The following protective covenants and conditions are recorded in Volume 235, Pages 835 through 841, in Deschutes County records.

By Frederick Arpke
Frederick Arpke

By Ramoh Arpke
Ramoh Arpke

STATE OF OREGON }
County of Deschutes } ss.

December 3, 1976

Personally appeared the above-named Frederick Arpke and Ramoh Arpke and acknowledged the foregoing instrument to be their voluntary act. Before

Notary Public
My Commission Expires: 11/23/79

STATE OF OREGON }
County of Deschutes } ss.

December 3, 1976

Personally appeared the above-named Lei Durdan and Scott Durdan and acknowledged the foregoing instrument to be their voluntary act. Before

Notary Public
My Commission Expires: 11/23/79

PROTECTIVE COVENANTS AND CONDITIONS
FOR
INDIAN FORD MEADOWS SUBDIVISION
DESCHUTES COUNTY, OREGON

ARTICLE I

PROTECTIVE COVENANTS AND CONDITIONS ON USE OF PROPERTY

Section 1. As used in this document, "owner" means the record owner of the fee simple title to any lot within the subdivision, or a contract purchaser if the seller retains title merely to secure performance of the contract.

Section 2. Each lot shall be used exclusively for residential, agricultural, or livestock purposes. Not more than one detached single family dwelling not exceeding two stories in height and not more than one guest house (a structure of not more than 1,000 sq. ft., with no kitchen facilities and not used as a permanent dwelling), one double garage or carport and one accessory building appurtenant to agricultural or livestock use shall be constructed or placed on any lot in Indian Ford Meadows.

Section 3. No mobile homes, campers, travel trailers, or similar units may be permanently installed on any lot; however, a mobile home, camper or other such unit may be used on a temporary basis during the period of construction of a permanent residence on a lot. Any mobile homes, campers, travel trailers or other such units, kept on any lot, shall be stored in such a manner as to be completely screened from the view of all other lots in Indian Ford Meadows.

Section 4. The period of construction for a permanent dwelling shall not exceed 18 months. No temporary dwelling shall be used as living quarters except during the construction of a permanent dwelling.

Section 5. All driveways must be composed of cinders, gravel or asphalt.

Section 6. 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. Buildings 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. Exteriors of buildings are to be finished with natural materials with a rustic appearance. Spark arresters are to be installed in all chimneys.

Section 7. 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.

Section 8. Buildings shall be so situated on a lot that they will not obstruct the view of any adjacent homesites.

Section 9. No lot of less than 10 acres may be divided without the express approval, in advance of the owners of all lots within one half mile of the lot. Any such division of a lot

must conform to all applicable state, county and municipal laws and regulations concerning subdivisions and land partitionings.

Section 10. No commercial, professional, noxious, or offensive trade or activity shall be carried on upon any lot in the subdivision. No activity shall be permitted which constitutes an annoyance or nuisance; provided however, agricultural activities which result in commercial transactions regarding livestock and agricultural products shall be permitted. No stand, store, or other commercial establishments shall be constructed on any lot for the sale of such products.

Section 11. The cutting or removal of living trees will be permitted only where necessary for the construction of buildings or thinning for the beautification or agricultural use of the property.

Section 12. All garbage, trash, cuttings, refuse, garbage and refuse containers, fuel tanks, clothes lines and other service facilities shall be screened from the view of neighboring lots. Rubbish and garbage must be kept in suitable containers and removed from the premises. No rubbish may be burned, dumped or buried on the premises or in any area within Indian Ford Meadows.

Section 13. 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.

Section 14. The owner of each lot shall construct fences around his lot which shall be adequate to prevent the escape of any livestock raised on that lot. The owner of each lot shall be liable for all damages caused by livestock escaping and running

at large.

Section 15. No residential structure shall be built within the area designated as high water on the official plat of the subdivision.

Section 16. No more than one sign will be permitted for each lot. The text shall be limited to the owner's name or name of residence. Over-all dimensions shall be the minimum required to present the text in letters not exceeding 4" in height.

Section 17. 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.

Section 18. Dogs shall not be permitted to run at large between the hours of sunset and sunrise. At no time shall dogs be permitted to interfere with other residents or with the ranch operation.

Section 19. The shooting of firearms within Indian Ford Meadows is prohibited.

ARTICLE IIGENERAL PROVISIONS: ENFORCEMENT

Section 1. Every owner shall have the right to enforce, by any proceeding at law or in equity, the provisions of the covenants and conditions. 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. If any owner constructs or permits to be constructed on his property any improvement or allows the conditions of his property to violate any provision of these covenants and conditions any other owner no sooner than 60 days after delivery to the offending owner of written notice of the violation, may enter upon the offending property and remove the cause of such violation, or alter, repair or change the item which is in violation of these covenants and conditions in such manner as to make it conform thereto, with the reasonable cost of such action to be a charge against the offending owner's land.

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

Section 3. The covenants and conditions shall run with and bind the land. They shall inure to the benefit of and be enforceable by any owner, his representatives, heirs, successors, and assigns, for a term of twenty-five(25) years from the date hereafter which time said covenants shall be automatically extended

for successive periods of ten (10) years. Any of these covenants and conditions may be amended during the first twenty-five (25) year period by an instrument signed by owners of at least seventy-five percent (75%) of the property in the subdivision. All such amendments shall be recorded in the Deed Records of Deschutes County, Oregon.

Section 4. Each lot in Indian Ford Meadows shall be subject to its prorata share of the necessary costs and expenses incurred in maintenance of roads. Each lot shall be subject to a lien in favor of the owners of all other lots for the collection of these expenses and this lien shall be of the same kind and may be enforced so far as possible, as provided in the Oregon Unit Ownership Law, ORS Chapter 91.

IN WITNESS WHEREOF, the undersigned, the owners of all property in Indian Ford Meadows, have executed these covenants and conditions this day of , 1976.

IFM ASSOCIATES

By

FREDERICK ARPKE

By

RENOH ARPKE

By

SCOTT DURDAN

By

LEI DURDAN

STATE OF OREGON }
County of Deschutes } ss.

Personally appeared the above-named FREDERICK ARPKE and REMON ARPKE and acknowledged the foregoing instrument to be their voluntary act. Before me this 3 day of December, 19

Edward Furman
Notary Public for Oregon
My Commission Expires: 11/23/79

STATE OF OREGON }
County of Deschutes } ss.

Personally appeared the above-named SCOTT DURDAN and LEI DURDAN and acknowledged the foregoing instrument to be their voluntary act. Before me this 3 day of December, 19

Edward Furman
Notary Public for Oregon
My Commission Expires: 11/23/79

12069

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 7 day of Dec A.D. 1976 at 4:01 o'clock P M., and recorded in Book 241 on Page 740 Records of Deschutes

ROSEMARY PATTERSON
County Clerk

By Janice Patterson Deputy