

DECLARATIONS, RESTRICTIONS, PROTECTIVE COVENANTS AND CONDITIONS
AS AMENDED FOR
THE BARCLAY PLACE
DESCHUTES COUNTY, OREGON

WHEREAS, The Barclay Place Declaration was adopted and recorded by declarant Brooks Resources, Inc. May 4, 1973 as a planned development, and the declaration was subsequently amended on August 8, 1974 and July 5, 1988, and all Lots have now been sold, and the Owners of said Lots desire to amend the declaration,

NOW THEREFORE the following declaration sets forth the Amended Declarations, Restrictions, Protective Covenants and Conditions for that real property described in the plat recorded in the office of the Deschutes County Clerk, of The Barclay Place, Deschutes County, Oregon:

ARTICLE I: DEFINITIONS

Whenever used in the Declaration, the following terms shall have the following meanings:

- (1) "Association" shall mean THE BARCLAY PLACE PROPERTY OWNERS' ASSOCIATION, a nonprofit corporation organized under the laws of the State of Oregon, its successors and assigns.
- (2) "Board of Directors" shall mean the Board of Directors of THE BARCLAY PLACE PROPERTY OWNERS' ASSOCIATION mentioned in (1) above.
- (3) "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of The Barclay Place.
- (4) "Member" shall mean every person or entity who holds membership in the Association.
- (5) "Owner" shall mean the record Owner, whether one or more persons or entities, of fee simple title to any Lot situated in The Barclay Place, or a contract purchase, if the record Owner retains such title merely to secure an obligation and is registered as a purchaser in the Association records.
- (6) "Roadway" means any street, highway or other thoroughfare as shown on the recorded plat of The Barclay Place.

Ref to After recording return to:
Reby Boyd Stueck PO Box 994 Sisters OR 97259

ARTICLE II: MEMBERSHIP

Membership in the Association is automatic for record Owners of the title to any Lot situated in The Barclay Place only. Owners may decline membership by providing written notice to the Association of the Owner's decision to decline membership. Said notice must be given within 30 days following the taking of title to any Lot situated in The Barclay Place.

Regardless of status as a member, every Owner shall be subject by this declaration to its declarations, restrictions, protective covenants and conditions, and to assessment by the association.

There shall be no other qualification for membership except as set forth above. Membership shall terminate on transfer of fee simple title by an Owner or the contract purchaser's interest by a contract purchaser who qualifies as a member. If any Owner sells the Lot by contract of sale or deed, the Owner's membership shall terminate and the contract purchaser's membership shall commence on the date of purchase, subject to the provisions of this Article regarding an Owner's right to decline membership.

ARTICLE III: VOTING RIGHTS

All members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for each Lot shall be exercised as the Owners thereof determine, or if unable to agree, they may cast fractional votes proportionate to their Ownership interests, but in no event shall more than one vote be cast with respect to any one Lot.

ARTICLE IV: COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of A Lien and Assessments. Each Owner of any Lot by acceptance of a deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association: (1) Regular annual or other regular periodic assessments or charges, and (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected by the Association from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the following purposes:

- (a) Payment of the cost of maintaining the roads and signs at The Barclay Place;
- (b) Payment of taxes and assessments levied against the platted privately maintained roads;
- (c) Payment of the cost of insurance against liability arising out of the existence of the Association and its Board of Directors, representatives and agents, acting within the scope of their authority on behalf of the Association, which insurance the Association is required to obtain and maintain at reasonable amounts at all times;
- (d) Payment of the cost of enforcing the provisions contained in this Declaration and the covenants and provisions contained in any future Declaration for The Barclay Place;
- (e) Payment of costs incurred in collecting assessments; and
- (f) Payment of expenses incurred in organizing The Barclay Place Association, or any committee thereof, and of maintaining the same as a corporation.

Section 3. Periodic Assessments. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix a regular flat assessment upon a monthly, quarterly, or annual basis. Assessments shall be fixed at least 30 days in advance of each assessment period. Assessments shall be billed in writing and sent to each Owner. Assessments are due within 30 days of the date billed. Assessments not paid when due accrue interest on the unpaid balance at the rate of 9% per annum simple interest. Periodic assessments shall not increase more than 8% per annum unless approval of the Owners is obtained in the manner described in Section 4 for special assessments for capitol improvements.

Section 4. Special Assessments for Capital Improvements. In addition to the periodic assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon private roads with The Barclay Place, including the necessary fixtures and personal property related thereto, provided that, except for repairs or replacements, any such assessment for structural alterations, capital additions or capital improvements reflecting an expenditure in excess of \$1,000.00 shall require the written consent of a two-thirds (2/3) majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Quorum for Any Action Authorized Under Sections 3 and 4. At the meeting called, as provided in Section 4 hereof, the presence at the meeting of members, Owners or of proxies entitled to cast seventy-five percent (75%) of all the votes of the Lot Owners shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting

may be called, subject to the notice of requirement set forth in Sections 3 and 4. No such subsequent meeting shall be held sooner than thirty (30) days following the date of the meeting at which no quorum was forthcoming.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments not paid within 30 days of the due date are delinquent. No earlier than 30 days after said assessment becomes due, the Secretary of the Association is authorized to file in the office of the County Clerk or appropriate recorder of conveyances of Deschutes County, State of Oregon, a statement of the amount of any such charges or assessments, together with interest as aforesaid, which have become delinquent with respect to any Lot in The Barclay Place. Upon payment in full thereof, the Secretary shall execute and file a proper satisfaction of the lien securing the same.

The aggregate amount of such assessments, together with interest, costs, and expenses and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the Lot, with respect to which it is fixed from the date the note of delinquency thereof is filed in the office of the Deschutes County Clerk, or other appropriate recording office, until the same has been paid or released as herein provided. Such lien may be enforced by said Association in the manner provided by law with respect to liens upon real property.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be inferior, junior, and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon lien real property, or any part thereof. 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 trust deed, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V: ARCHITECTURAL CONTROLS

Section 1. Procedure. Any Owner proposing to construct any improvements within The Barclay Place (including any exterior alteration, addition, destructions, or modification to any such improvements) shall follow the procedures and shall be subject to the approvals required by paragraphs 3 through 7 below. Failure to follow such procedures or obtain such approvals as required by paragraphs 3 through 7 below shall be deemed a breach of this Declaration.

Section 2. Requirements. The following requirements shall be met. Any Owner proposing to improve or develop real property within The Barclay Place shall submit the following items for review:

(a) Site Plan. A professionally prepared site plan showing the location, size, configuration and layout of any building, structure, or improvement (or, where applicable, any alteration, addition, modification, or destruction thereto) including appurtenant facilities for parking, storage, fences, and vehicular traffic.

(b) Architectural Plans. Professionally prepared architectural plans and drawings showing the nature, style, and dimensions of any building, structure, fence, wall, barrier or deck (or, where applicable, any alteration, addition, modification or destruction thereof), including the exterior material types, colors and appearance. The scale of plans shall be 1/4 inch = 1 foot or larger. Color samples and material samples shall be provided upon request of the Board of Directors. Nothing contained herein shall be construed to require an Owner to employ the services of a licensed architect if the requirements of this section can be met by other professionals or the Owner.

Section 3. Plan Review. All plans and drawings identified in paragraph 3 above, shall be submitted to the Board of Directors for review prior to the performance of any proposed work. Within 30 days following receipt of such plans and drawings, the Board of Directors shall review the plans and shall inform the Owner in writing whether the plans conform to the development concept for The Barclay Place. In the event the Owner is not notified as to the conformity of the plans within the 30 days review period, the plans are conclusively presumed to be approved as submitted. In the event any of the plans do not conform to the property development concept, the Owner, upon request by the Board of Directors, shall resubmit those nonconforming portions of the plans for review in accordance with the procedures outlined in paragraph 3 above, and this paragraph. No work may be performed relating to any improvement unless and until all aspects of all plans and drawings requiring governmental approval are submitted to and approved by Deschutes County, Oregon in connection with the construction of any improvement in The Barclay Place and the plans and drawings must bear the signature showing prior written approval of the Board of Directors.

Section 4. Architectural Guidelines. The development concept for The Barclay Place shall be determined by the Association in accordance with its bylaws, applicable statutes, ordinances, regulations, zoning and other governmental land use controls. Architectural guidelines setting forth various aspects of the development concept, in addition to the Declaration, shall be published from time to time by the Association through the Board of Directors. Once approval has been given pursuant to paragraph 4 above, work may proceed in accordance with approved plans and drawings notwithstanding any changes in the development concept. All such guidelines shall be in general conformity with this Declaration and may be altered or amended from time to time following reasonable and written notice to all Owners.

Section 5. Inspection. All work related to any building, structure or improvement shall be performed in strict conformity with the plans and drawings approved under paragraph 4 above. The Board of Directors shall have the right to inspect any such work to determine its conformity with the approved plans and drawings. In the event that it is determined in good faith by the Board of Directors that certain work is nonconforming, a stop work notice may be issued

to the Owner, without necessity of a court order, which shall request the Owner to correct all nonconforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such nonconforming items shall be deemed a breach of this Declaration. The Association, the Board of Directors, or officer, director, employee, agent or servant of the Association shall not be responsible for any damages, loss, delay, cost or legal expense occasioned through a stop work notice given in good faith, even if it is ultimately determined that such work was in conformity with the approved plans and drawings. The Association or any Owner may seek a temporary restraining order or injunction, if necessary, to correct or stop the nonconforming work or improvement.

Section 6. Waiver. Any condition or provision of paragraphs 2 through 6 above, may be waived by the Association in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for The Barclay Place. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedures and approvals specified under paragraphs 2 through 6. The granting of a waiver as to one Owner shall not automatically entitle any other Owner to a waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representative of the Association and delivered to the party claiming the benefit of such waiver.

ARTICLE VI: RESTRICTIONS ON USE OF PROPERTY

Section 1. Each Lot shall be used for residential purposes only. No more than one (1) detached single family dwelling and not more than two (2) accessory buildings such as garages, workshops or stables shall be constructed or placed upon each Lot in the subdivision (excluding structures less than 50 square feet such as pumphouses), unless approved by the Board of Directors.

Section 2. Mobile homes, pre-manufactured homes, or other such dwellings may not be placed or parked upon any lot in The Barclay Place. Campers, travel trailers, recreation vehicles, or similar units, may not be used as a dwelling. Vehicles such as campers, travel trailers, recreational vehicles, or similar units, may be parked on the Owner's Lots if screened from view by passers-by using Barclay Drive or Barclay Place.

Section 3. All driveways must be composed of cinders, gravel, asphalt, concrete, or pavers.

Section 4. The floor area of constructed residences shall not be less than 2,000 square feet exclusive of one story porches and garages. The floor area and building height shall be reviewed by the Board of Directors prior to construction.

Section 5. Buildings must be suitable for year around use and must be placed on permanent foundations, consisting of concrete, brick, pumice blocks, or stone masonry. Pitch of the roof and size and spacing of ceiling joints must be adequate to withstand heavy snow packs.

Roofs must be of roofing material approved by the Board of Directors. All buildings, fences, and improvements must be constructed in workmanlike manner and kept in a condition of good repair.

Section 6. Setback lines shall be at least twenty-five (25) feet back from all Lot lines. Fences shall not exceed 72 inches in height. Fences, decorative or otherwise, must be approved in writing by the Board of Directors in advance of construction.

Section 7. All land Owners must comply with the laws and regulations of the State of Oregon, County of Deschutes, and any municipality applicable to fire protection, building construction, water, sanitation, and public health.

Section 8. No more than 18 months' construction time shall elapse for the completion of a permanent dwelling. An exterior latrine shall be allowed only during the construction of a permanent residence.

Section 9. No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot. This provision, however, shall not be construed so as to prevent or prohibit an Owner from maintaining a personal professional library, keeping their personal business or professional records or accounts, handling their personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in the Owner's home. Nor shall this provision be construed so as to prohibit an Owner from parking one vehicle used in the Owner's business in Owner's garage or other permitted screened enclosure.

Owners of a residence are prohibited from leasing, renting, or subletting a portion of any residence for purposes of generating rental income. This provision shall not be construed so as to prohibit the rental or leasing of any residence for use as a dwelling unit for periods exceeding 28 days to the same renter or lessee.

Section 10. The cutting or removal of living coniferous trees with a diameter exceeding 12 inches ABH will only be permitted where necessary for the construction of buildings or thinning for beautification of the property. Such cutting or removal must be approved by the Board of Directors. A plan showing the Lot, location, and identification of the tree or trees to be cut or removed must be submitted to the Board of Directors at least 30 days in advance of the intended cutting or removal date. Failure of the Board of Directors to respond within 30 days after the receipt of such plan shall be deemed approval.

Section 11. All garbage, trash, cuttings, refuse, garbage and refuse containers, fuel tanks, clothes lines and other service facilities shall be screened from view from neighboring Lots.

Section 12. 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 13. Septic tanks and drainfields must meet County Health Department standards.

Section 14. Licensed motor vehicles only may be operated within The Barclay Place. Operation of motor vehicles is restricted to public and private roads and driveways. Excepted from this prohibition are unlicensed garden tractors, lawnmowers, or such other utility vehicles used by the Owner for the care and maintenance of their Lot.

Section 15. Buildings shall not be constructed that will fully or partially obstruct the view of any nearby homesites.

Section 16. No animals other than domestic household pets and horses shall be kept on any part of The Barclay Place without prior written approval of the Board of Directors.

Section 17. No commercial television antenna, radio antenna, satellite antenna, cell phone antenna, wireless communications device antenna or other receiving or transmitting device intended for the transmission of a signal or communication to a destination other than the Lot upon which it is located, shall be placed on any Lot without the Board of Directors' prior written consent. Satellite antennas shall be screened from view and may not be placed on roofs or in front yards except as allowed by the Board of Directors. "Front yards" shall be deemed to be that portion of any Lot which is visible by passers-by using any Roadway.

Section 18. Subletting of the whole or any portion of any Lot is prohibited, except as provided in section 9 hereof.

Section 19. The Board of Directors is the sole judge of compliance with this Article.

ARTICLE VII: GENERAL PROVISIONS

Section 1. Enforcement. The Association, an Owner, or holder of any recorded mortgage upon any part of The Barclay Place, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained 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 their Lot any improvement or allows the condition of his property to violate any provision of this Declaration, the Association or any Owner, or the Owner of any recorded mortgage upon any part of The Barclay Place may no sooner than 60 days after delivery to such Owner of written notice of the violation take whatever legal action may be necessary to remove the cause of such violation, or alter, repair, or change the item which is in violation of such Declaration in such manner as to make it conform thereto.

In any action by the Association to enforce the declaration, the prevailing party is entitled to an award of its reasonable attorney fees at trial and on appeal, and to an award of its costs and disbursements, including without limitation, deposition costs, long distance telephone, travel, expert and non-expert witness fees, and photocopying.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration 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 subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended at any time by vote conducted by the Association and evidenced by an instrument signed by the Chairperson of the Board of Directors of the Association. Any amendment must be adopted by a minimum of seventy-five (75%) percent of the OWNERS of Lots in The Barclay Place. All such amendments must be recorded in the appropriate Deed Records of Deschutes County, Oregon to be effective.

Section 4. No Right of Reversion. Nothing herein contained in this Declaration, or in any form of deed which may be used by Declarant, or its successors or assigns, in selling The Barclay Place, or any part thereof, shall be deemed to vest or reserve in the Declarant any right of reversion or re-entry for breach of violation of any one or more of the provisions hereof.

Section 5. Benefit of Provisions; Waiver. The provisions contained in the Declaration shall bind and inure to the benefit of and be enforceable by the Association and the Owner or OWNERS of any portion of The Barclay Place, and their heirs and assigns, and failure by the Association or by any of the property OWNERS or their legal representatives, heirs, successors, or assigns, and each of their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions, or changes herein contained shall in no event be deemed a waiver of the right to do so.

Section 6. Books and Records. The books and records of the Association, upon demand, in writing, stating the purpose thereof, may be inspected by any member, or his attorney or agent, for any proper purpose at any reasonable time.

Section 7. Dispute Resolution. In the event the Association or any member seeks to enforce rights created by this declaration, prior to filing an action seeking damages, specific performance, injunction, or any other form of relief, the parties to the dispute must submit the facts of the dispute to non-binding arbitration. Arbitration shall be completed within 90 days of submitting written notice of the dispute to the Association, or if the Association initiates the action, within 90 days of service of written notice of the dispute on the member(s). Written

notice shall contain a statement of the nature of the dispute, the facts giving rise to the dispute and the declaration section, bylaw, rule, statute, or ordinance upon which the party relies. Arbitration rules of procedures shall be those adopted by the American Arbitration Association. The prevailing party shall be awarded their reasonable costs, disbursements, and attorney fees, which award shall attach as a lien against an Owner's real property as authorized in Article IV.

AFFIDAVIT AND ATTESTATION

State of Oregon)
) ss
County of Deschutes)

**Amended Declarations, Restrictions,
Protective Covenants and Conditions
for The Barclay Place, Deschutes
County, Oregon.**

The foregoing instrument entitled "Declaration, Restrictions, protective Covenants and Conditions as Amended for the Barclay Place, Deschutes County, Oregon" was acknowledged before me on April 30, 1998 by Boyd Stuve, the duly elected and acting president of The Barclay Place Road Improvement Association, also known as "The Barclay Place Property Owners Association."

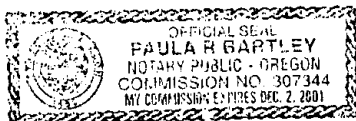
Affiant hereby attests:

1. That at a meeting of the lot owners of The Barclay Place held at 3:00 p.m. on March 28, 1998 at 69190 Barclay Drive, Deschutes County Oregon a requisite quorum and majority of lot owners of The Barclay Place were present either in person or by proxy.
2. That notice of said meeting setting forth the time, place and purpose together with a copy of proposed amendments to the "Declarations, Restrictions, Protective Covenants and Conditions as amended for the Barclay Place, Deschutes County, Oregon", were duly mailed to each property (lot) owner(s) of record in advance of the meeting as required.
3. That the proxies attached hereto were signed by the individual lot owners at affiant's request; that he is familiar with each of said individuals and attests that the signatures appearing on said proxies are genuine and signed by the lot owner(s) named therein.
4. That the following lot owners were represented at the meeting in person: Boyd and Kathy Stuwe, Gordon L and Loretta M. Macpherson, Richard John, Nanette Wayer, Alvin and Pat Neufeldt, and Safron and Judy Canja.
5. That at said meeting the required 2/3 percentage and majority of lot owners cast their ballot and vote for the adoption of the foregoing "Declarations, Restrictions, Protective Covenants and Conditions as Amended for The Barclay Place, Deschutes County, Oregon.
6. That the Foregoing "Declarations, Restrictions, protective Covenants and Conditions as Amended for The Barclay Place Deschutes County, Oregon" are to be effective upon recordation with Deschutes County Records, Deschutes County, Oregon for all lots in The Barclay Place.

Signature of Notary

My Commission Expires: _____

Boyd Stuwe, President



THE BARCLAY PLACE PROPERTY OWNERS ASSOCIATION

BALLOT
March 28, 1998

The undersigned owner of Lot 4, Block 2, The Barclay Place,
Deschutes County, Oregon, a residential subdivision do hereby vote our one vote in the
election to amend the Declarations, Restrictions, Protective Covenants and Conditions as
set forth in Exhibit A attached hereto as follows:

IN FAVOR OF THE AMENDMENT X

AGAINST THE AMENDMENT _____

This ballot is being cast by the owner in person _____

This ballot is being cast by Proxy _____

Owner_____
Proxy_____
Owner

For

Dorothy Gilbert

(see Proxy attached)

PROXY

I/We hereby authorize Boyd Stuwe, President, or Boyd Stuwe to
vote my proxy at the meeting held on March 28th, 1998 regarding the revised CC&R's for
The Barclay Place.

Dorothy Gilbert
SignedMarch 25 1998
Dated

Mail to: Boyd Stuwe
P.O. Box 994
Sisters, OR 97759

THE BARCLAY PLACE PROPERTY OWNERS ASSOCIATION

BALLOT
March 28, 1998

The undersigned owner of Lot 1, Block 1, The Barclay Place, Deschutes County, Oregon, a residential subdivision do hereby vote our one vote in the election to amend the Declarations, Restrictions, Protective Covenants and Conditions as set forth in Exhibit A attached hereto as follows:

IN FAVOR OF THE AMENDMENT X

AGAINST THE AMENDMENT _____

This ballot is being cast by the owner in person _____

This ballot is being cast by Proxy X_____
Owner_____
Proxy_____
Owner

For

Name of Owner

(see Proxy attached)

PROXY

I/We hereby authorize Boyd Stuwe, President, or _____ to vote my proxy at the meeting held on March 28th, 1998 regarding the revised CC&R's for The Barclay Place.

Signed

Dated

Mail to: Boyd Stuwe
P.O. Box 994
Sisters, OR 97759

THE BARCLAY PLACE PROPERTY OWNERS ASSOCIATION

BALLOT
March 28, 1998

The undersigned owner of Lot 6, Block 2, The Barclay Place,
Deschutes County, Oregon, a residential subdivision do hereby vote our one vote in the
election to amend the Declarations, Restrictions, Protective Covenants and Conditions as
set forth in Exhibit A attached hereto as follows:

IN FAVOR OF THE AMENDMENT X

AGAINST THE AMENDMENT _____

This ballot is being cast by the owner in person _____

This ballot is being cast by Proxy X

Owner _____

Proxy Boyd Stuwe

Owner _____

For Cynthia Campbell

Name of Owner

(see Proxy attached)

PROXY

I/We hereby authorize Boyd Stuwe, President, or _____ to
vote my proxy at the meeting held on March 28th, 1998 regarding the revised CC&R's for
The Barclay Place.

Signed Cynthia A CampbellDated March 10, 1998

Mail to: Boyd Stuwe
P.O. Box 994
Sisters, OR 97759

THE BARCLAY PLACE PROPERTY OWNERS ASSOCIATION

BALLOT
March 28, 1998

The undersigned owner of Lot 3, Block 2, The Barclay Place, Deschutes County, Oregon, a residential subdivision do hereby vote our one vote in the election to amend the Declarations, Restrictions, Protective Covenants and Conditions as set forth in Exhibit A attached hereto as follows:

IN FAVOR OF THE AMENDMENT X

AGAINST THE AMENDMENT _____

This ballot is being cast by the owner in person _____

This ballot is being cast by Proxy X

Owner

Boyd Sturwe
Proxy

Owner

For Emily W. Baier
Name of Owner
(see Proxy attached)

PROXY

I/We hereby authorize Boyd Sturwe, President, or _____ to vote my proxy at the meeting held on March 28th, 1998 regarding the revised CC&R's for The Barclay Place.

Emily W. Baier March 25, 1998
Signed Dated

Mail to: Boyd Sturwe
P.O. Box 994
Sisters, OR 97759

THE BARCLAY PLACE PROPERTY OWNERS ASSOCIATION

BALLOT
March 28, 1998

The undersigned owner of Lot 1, Block 2, The Barclay Place, Deschutes County, Oregon, a residential subdivision do hereby vote our one vote in the election to amend the Declarations, Restrictions, Protective Covenants and Conditions as set forth in Exhibit A attached hereto as follows:

IN FAVOR OF THE AMENDMENT X

AGAINST THE AMENDMENT _____

This ballot is being cast by the owner in person X

This ballot is being cast by Proxy _____

Arndont. McPherson
Owner

Proxy

Owner

For _____
Name of Owner
(see Proxy attached)

THE BARCLAY PLACE PROPERTY OWNERS ASSOCIATION

BALLOT
March 28, 1998

The undersigned owner of Lot 6, Block 1, The Barclay Place,
Deschutes County, Oregon, a residential subdivision do hereby vote our one vote in the
election to amend the Declarations, Restrictions, Protective Covenants and Conditions as
set forth in Exhibit A attached hereto as follows:

IN FAVOR OF THE AMENDMENT ✓

AGAINST THE AMENDMENT _____

This ballot is being cast by the owner in person ✓

This ballot is being cast by Proxy _____

Just (L. Jay) Carver
Owner

Proxy

69110 Barclay Drive
Owner

For
Name of Owner
(see Proxy attached)

THE BARCLAY PLACE PROPERTY OWNERS ASSOCIATION

BALLOT

March 28, 1998

The undersigned owner of Lot 8, Block 2, The Barclay Place, Deschutes County, Oregon, a residential subdivision do hereby vote our one vote in the election to amend the Declarations, Restrictions, Protective Covenants and Conditions as set forth in Exhibit A attached hereto as follows:

IN FAVOR OF THE AMENDMENT X

AGAINST THE AMENDMENT _____

This ballot is being cast by the owner in person ✓

This ballot is being cast by Proxy _____

Owner

69450 BARCLAY PLACE

Owner

Proxy _____

For _____

Name of Owner
(see Proxy attached)

THE BARCLAY PLACE PROPERTY OWNERS ASSOCIATION

BALLOT
March 28, 1998

The undersigned owner of Lot 1 , Block 1 , The Barclay Place, Deschutes County, Oregon, a residential subdivision do hereby vote our one vote in the election to amend the Declarations, Restrictions, Protective Covenants and Conditions as set forth in Exhibit A attached hereto as follows:

IN FAVOR OF THE AMENDMENT

AGAINST THE AMENDMENT

This ballot is being cast by the owner in person

This ballot is being cast by Proxy_____

Overview

Proxy

Owner

For _____
Name of Owner
(see Proxy attached)

THE BARCLAY PLACE PROPERTY OWNERS ASSOCIATION

BALLOT
March 28, 1998

The undersigned owner of Lot 7, Block Z, The Barclay Place,
Deschutes County, Oregon, a residential subdivision do hereby vote our one vote in the
election to amend the Declarations, Restrictions, Protective Covenants and Conditions as
set forth in Exhibit A attached hereto as follows:

IN FAVOR OF THE AMENDMENT X

AGAINST THE AMENDMENT _____

This ballot is being cast by the owner in person X

This ballot is being cast by Proxy _____


Owner_____
Proxy_____
OwnerFor _____
Name of Owner
(see Proxy attached)

THE BARCLAY PLACE PROPERTY OWNERS ASSOCIATION

BALLOT
March 28, 1998

The undersigned owner of Lot 7, Block 1, The Barclay Place,
Deschutes County, Oregon, a residential subdivision do hereby vote our one vote in the
election to amend the Declarations, Restrictions, Protective Covenants and Conditions as
set forth in Exhibit A attached hereto as follows:

IN FAVOR OF THE AMENDMENT _____

AGAINST THE AMENDMENT _____

This ballot is being cast by the owner in person _____

This ballot is being cast by Proxy X_____
Owner_____
Proxy_____
OwnerFor Nanci C. Hackle
Name of Owner
(see Proxy attached)

PROXY

I/We hereby authorize E. Boyd Stuwe, President, or _____ to
vote my proxy at the meeting held on March 28th, 1998 regarding the revised CC&R's for
The Barclay Place.

Signed_____
Dated

Mail to: Boyd Stuwe
P.O. Box 994
Sisters, OR 97759

THE BARCLAY PLACE PROPERTY OWNERS ASSOCIATION

BALLOT
March 28, 1998

The undersigned owner of Lot 2, Block 1, The Barclay Place, Deschutes County, Oregon, a residential subdivision do hereby vote our one vote in the election to amend the Declarations, Restrictions, Protective Covenants and Conditions as set forth in Exhibit A attached hereto as follows:

IN FAVOR OF THE AMENDMENT X

AGAINST THE AMENDMENT _____

This ballot is being cast by the owner in person _____

This ballot is being cast by Proxy X_____
Owner_____
Proxy_____
Owner

For

Name of Owner

(see Proxy attached)

PROXY

I/We hereby authorize Boyd Stuwe, President, or _____ to vote my proxy at the meeting held on March 28th, 1998 regarding the revised CC&R's for The Barclay Place.

Signed_____
Dated

3/20/98

Mail to: Boyd Stuwe
P.O. Box 994
Sisters, OR 97759

804525

THE BARCLAY PLACE PROPERTY OWNERS ASSOCIATION

BALLOT
March 28, 1998

The undersigned owner of Lot 5, Block 2, The Barclay Place,
Deschutes County, Oregon, a residential subdivision do hereby vote our one vote in the
election to amend the Declarations, Restrictions, Protective Covenants and Conditions as
set forth in Exhibit A attached hereto as follows:

IN FAVOR OF THE AMENDMENT X

AGAINST THE AMENDMENT _____

This ballot is being cast by the owner in person _____

This ballot is being cast by Proxy X_____
Owner_____
Proxy_____
Owner

For

Name of Owner

(see Proxy attached)

PROXY

I/We hereby authorize Boyd Stuwe, President, or _____ to
vote my proxy at the meeting held on March 28th, 1998 regarding the revised CC&R's for
The Barclay Place.

Signed_____
Dated

Mail to: Boyd Stuwe
P.O. Box 994
Sisters, OR 97759

THE BARCLAY PLACE PROPERTY OWNERS ASSOCIATION

BALLOT
March 28, 1998

The undersigned owner of Lot 5A, Block 2, The Barclay Place, Deschutes County, Oregon, a residential subdivision do hereby vote our one vote in the election to amend the Declarations, Restrictions, Protective Covenants and Conditions as set forth in Exhibit A attached hereto as follows:

IN FAVOR OF THE AMENDMENT X

AGAINST THE AMENDMENT _____

This ballot is being cast by the owner in person _____

This ballot is being cast by Proxy X

 Owner

Boyd Stuwe
 Proxy

 Owner

For Kearry L. Harrison
 Name of Owner
 (see Proxy attached)

PROXY

I/We hereby authorize Boyd Stuwe, President, or _____ to vote my proxy at the meeting held on March 28th, 1998 regarding the revised CC&R's for The Barclay Place.

Kearry L. Harrison
 Signed

3/27/98
 Dated

Mail to: Boyd Stuwe
 P.O. Box 994
 Sisters, OR 97759

THE BARCLAY PLACE PROPERTY OWNERS ASSOCIATION

BALLOT
March 28, 1998

The undersigned owner of Lot 3, Block 1, The Barclay Place, Deschutes County, Oregon, a residential subdivision do hereby vote our one vote in the election to amend the Declarations, Restrictions, Protective Covenants and Conditions as set forth in Exhibit A attached hereto as follows:

IN FAVOR OF THE AMENDMENT X

AGAINST THE AMENDMENT _____

This ballot is being cast by the owner in person _____

This ballot is being cast by Proxy X

Owner _____

Proxy Boyd Stuwe

Owner _____

For Deborah Hatfield
Name of Owner
(see Proxy attached)

PROXY

I/We hereby authorize Boyd Stuwe, President, or _____ to vote my proxy at the meeting held on March 28th, 1998 regarding the revised CC&R's for The Barclay Place.

Signed Deborah Hatfield
Boyd Stuwe

Dated 3/26/98

Mail to: Boyd Stuwe
P.O. Box 994
Sisters, OR 97759

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:

98 APR 30 AM 10:08

MARY SUE PENHOLLOW
COUNTY CLERK

BY: Deborah Hatfield DEPUTY
NO. 98-17798 FEE 125-

DESCHUTES COUNTY OFFICIAL RECORDS