

COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FIRST ADDITION TO
INDIAN FORD RANCH HOMES
DESCHUTES COUNTY
STATE OF OREGON

TO: THE PUBLIC

THIS DECLARATION is made as of Feb. 11, 1979,^{§20}
by the owners of all property situated within the First
Addition to Indian Ford Ranch Homes, hereinafter referred to
as "Declarants":

WHEREAS, Declarants are the owners of certain real
properties in Deschutes County, Oregon, designated as First
Addition to Indian Ford Ranch Homes, not including however,
Lot 4, Block 5 therein, in the plat records of Deschutes
County and hereinafter referred to as "The Properties," and

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

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to
Indian Ford Enterprises, Inc., an Oregon nonprofit corporation,
its successors and assigns.

Section 2. "The Properties" shall mean the property described above and additions thereto subject to this Declaration or any supplemental declaration under the provision of Article II hereof.

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

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

Section 5. "Member" shall mean every person or entity who holds membership in the Association.

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

Section 7. "Possessory Ownership Interest" shall mean the interest of the person having the right to possession of a Lot.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTY AND MERGERS OF ASSOCIATIONS

Section 1. Property may be annexed and included in the definition of "The Properties" at any time upon the assent of at least 66 2/3 percent of the votes of Members who are voting in person or by written proxy at a meeting of the Association duly called for such purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of such meeting setting forth the purpose thereof.

Section 2. Annexations shall be made by filing of record a supplemental declaration of covenants and restrictions with respect to the annexed property. Such supplemental declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if

any, of the annexed property. In no event, however, shall such supplemental declaration revoke, modify or add to the covenants established by this Declaration with respect to The Properties. Mergers shall be accomplished by filing articles of merger as required by ORS Chapter 61 and by recording a supplemental declaration of covenants and restrictions with respect to the property of the Association which is not designated as the surviving corporation.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Membership and voting rights shall be as specified in the Articles of Incorporation of the Association. All Owners' Lots within The Properties shall be members of the Association.

ARTICLE IV

COMMON AREAS

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

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarants for each Lot within The Properties hereby covenant, and each subsequent Owner of any Lot, by acceptance of the deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection -

thereof as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them; provided, however, that such property shall remain subject to the lien until the assessment has been paid.

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

Section 3. Basis of Annual Assessment. Unless changed by vote of the Members as hereinafter provided, the initial maximum assessments subject to adjustment as hereinafter provided shall be \$10 per month for each Lot.

The board of directors of the Association may, after consideration of the current maintenance costs and the financial requirements of the Association, fix the annual actual assessment at an amount less than the maximum.

The maximum annual assessment for any year shall be increased in proportion to any increase in the Consumer Price Index (all products) for the Portland Metropolitan Area from the date of recording this instrument to January 1, of such year.

Upon the vote of the Members as hereinafter provided, the Association may change the maximum annual assessment fixed by this section prospectively.

Section 4. Special Assessments. Upon vote of the Members in the manner hereafter set forth, the Association may levy, in addition to annual assessments, a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the cost of construction, improvement or expected repair or replacement of Facilities.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Any special assessment or change in maximum annual assessment must have the assent of $66 \frac{2}{3}$ percent of the votes of the Members present, either in person or by proxy, at a meeting duly called for that purpose. Written notice of the meeting shall be sent to all Members at least 30 days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as determined by the board of directors of the Association, shall be made for the balance of the calendar year and shall be due and payable on the date fixed by the board. Annual assessments for any year after the first year shall become due and payable on March 1, of such year.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessment for the first time shall be prorated on a calendar year basis according to the date of the first assessment or the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed by the resolution authorizing such assessment.

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

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

Section 8. The Effect of Nonpayment of Assessments; Lien of Association. If an assessment is not paid on the due date, such assessment shall become delinquent and shall bear interest at the rate of 10 percent per annum from such due date. The secretary of the Association shall file in the office of the Deschutes County Clerk within 120 days after such delinquency a statement of the amount of the delinquent assessments, together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest set forth above shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property and, as an alternative option, may enforce such lien in the manner provided by law with respect to the foreclosure of mechanic's and materialmen's liens pursuant to ORS Chapter 87.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and reasonable attorneys' fees to be fixed by the court, such costs, disbursements and attorneys' fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by nonuse of the Facilities or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon the property to which the lien attaches. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust, shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

A. All properties to the extent of any easement or other interest therein dedicated and accepted by a municipal corporation or other local public authority and devoted to public use.

B. Any common areas.

ARTICLE VI

ARCHITECTURAL COMMITTEE

Section 1. Architectural Committee. The board of directors of the Association shall appoint an architectural committee consisting of three members.

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

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

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

a. Simplicity, good proportions and an appearance of naturalness to the ranch setting are desired in the completed structure.

b. A building design or location which obstructs the view of other Lot owners will not be approved.

c. Landscaping of Lots shall, to the extent possible, preserve the natural environment. The use of painted or whitewashed rocks or trees or other type of decoration foreign to the natural environment is prohibited.

d. Wire or rail boundary fences are preferred. No picket, solid, or view-obstructing type fence may be used as a boundary fence.

e. All water sources, such as well, reservoirs and springs, shall be protected from contamination. Septic tanks, sewers and subsurface pits shall be located, constructed and operated in accordance with local, state and federal public health service standards. Toilets shall consist of patent flush type connected to an adequate septic tank or cesspool which shall meet state and county construction and sanitary standards.

f. No new building shall be constructed having an elevation greater than 20 feet from the highest point of natural ground adjacent to the building measured to the peak of the roof.

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

ARTICLE VII

USE RESTRICTIONS

The following restrictions shall be applicable to The Properties and shall be for the benefit of and limitations upon all present and future Owners of The Properties, or of any Possessory Ownership Interest therein:

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

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

Section 3. No Lot shall be divided without the prior written consent of the board of directors of the Association.

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

Section 5. Excepting for construction periods, travel trailers, motor homes and mobile homes shall not be kept on The Properties. No travel trailer, motor home or mobile home, whether or not it shall be installed on a permanent or temporary foundation, may be occupied as a residence.

Section 6. 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 and shall be prohibited in times of high fire danger as determined by the board of directors of the Association.

Section 7. Rubbish and garbage must be kept in suitable containers and removed from the premises. No rubbish may be burned, dumped or buried on The Properties or in any area within Indian Ford Ranches.

Section 8. Dogs, cats and other pets shall not be permitted to run at large between the hours of sunset and sunrise. At no time shall dogs, cats or other pets be permitted to interfere with other residents or with the ranch operation.

Section 9. Horses and other animals and fowls shall not be pastured on The Properties, nor kept thereon in any manner so as to interfere with, or be offensive to other Owners.

Section 10. All roadways, bridle paths and trails on The Properties are for the use of Members on an equal basis,

subject to reasonable rules and regulations promulgated from time to time in writing by the board of directors of the Association.

Section 11. The shooting of firearms on The Properties is prohibited.

ARTICLE VIII

EASEMENTS

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

a. For the erection, construction, operating and maintenance of poles, 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 quasipublic utility service or function; provided, however, the Association shall not unreasonably interfere with the occupancy of any Lot by the Owner thereof through the exercise of its rights under this easement.

b. For the use, construction, development and maintenance of bridle paths and trails over and upon each Lot in The Properties 5 feet of even width along those boundaries of each Lot which are not adjacent to a public road.

ARTICLE IX

GENERAL PROVISIONS

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

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

Section 3. Amendment. These Covenants, Conditions and Restrictions shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, for a term of 25 years from the date the Declaration is recorded in the Deschutes County deed records. The application of these Covenants, Conditions and Restrictions to The Properties shall automatically be extended for successive ten-year periods, unless a majority of all Members vote to discontinue these Covenants, Conditions and Restrictions. Any Covenants, Conditions or Restrictions, except the easements herein granted, may be amended by vote of Members entitled to cast of not less than $66 \frac{2}{3}$ percent of the votes of the Members. Copies of all such amendments certified by the President and Secretary of the Association shall be recorded in the Deschutes County deed records.

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

ARTICLE X

REPEAL

Protective Restrictions for First Addition to Indian Ford Ranch Homes, Deschutes County, Oregon, recorded September 30, 1966, Volume 150, page 437, Deed Records, Deschutes County, Oregon is hereby repealed.

IN WITNESS WHEREOF, the owners of all property within
The Properties, have hereunto caused these presents to be
executed this ____ day of _____, 1979.

Block 5

Lot 1

LeRoy Goodwin

Katherine W. Goodwin

Lot 2

~~John H. Holloway~~
John H. Holloway

~~June R. Holloway~~
June R. Holloway

Lot 3

~~George L. Hibbard~~
George L. Hibbard

~~Ann E. Hibbard~~
Ann E. Hibbard

Lot 5

Donald Bowman

Marline Dehaas Bowman

Lot 6

Phillip S. Hitchcock

~~Sally M. Hitchcock~~
Sally Hitchcock

IN WITNESS WHEREOF, the owners of all property within
The Properties, have hereunto caused these presents to be
executed this 10 day of 10, 1979.

Block 5

Lot 1

LeRoy Goodwin
LeRoy Goodwin

Katherine W. Goodwin
Katherine W. Goodwin

Lot 2

John H. Holloway
John H. Holloway

June R. Holloway
June R. Holloway

Lot 3

George L. Hibbard
George L. Hibbard

Ann E. Hibbard
Ann E. Hibbard

Lot 5

Donald Bowman
Donald Bowman

Marline DeHaas Bowman
Marline DeHaas Bowman

Lot 6

Phillip S. Hitchcock
Phillip S. Hitchcock

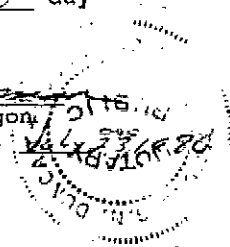
Sally Hitchcock
Sally Hitchcock

STATE OF OREGON)
)
COUNTY OF Washington) ss.

On this day personally appeared before me [Signature] to me known to be the individual [Name] described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed for the uses and purpose therein mentioned.

Given under my hand and official seal this 10 day of October, 1979.

[Signature]
Notary Public for Oregon
My Commission Expires: 10/10/80

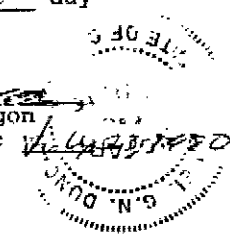


STATE OF OREGON)
)
COUNTY OF Washington) ss.

On this day personally appeared before me [Signature] to me known to be the individual [Name] described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 10 day of October, 1979.

[Signature]
Notary Public for Oregon
My Commission Expires: 10/10/80



STATE OF OREGON)
)
COUNTY OF _____) ss.

On this day personally appeared before me _____ to me known to be the individual _____ described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this _____ day of _____, 1979.

Notary Public for Oregon
My Commission Expires: _____

IN WITNESS WHEREOF, the owners of all property within The Properties, have hereunto caused these presents to be executed this _____ day of _____, 1979.

Block 5

Lot 1

LeRoy Goodwin

Katherine W. Goodwin

Lot 2

John H. Holloway

June R. Holloway

Lot 3

George L. Hibbard

Ann E. Hibbard

Lot 5

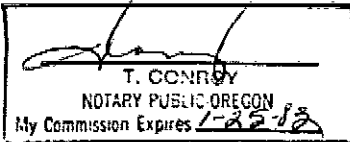
Donald Bowman

Marline DeHaas Bowman
Marline DeHaas Bowman

Lot 6

Phillip S. Hitchcock

Sally Hitchcock



STATE OF OREGON)

COUNTY OF Benton)

ss.

On this day personally appeared before me Donald Brennan & Martine Debra Bowman to me known to be the individual described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 21 day of January, 1979.

[Signature]
T. CONROY
Notary Public for Oregon
My Commission Expires 1981

STATE OF OREGON)

COUNTY OF _____)

ss.

On this day personally appeared before me _____ to me known to be the individual described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this _____ day of _____, 1979.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)

COUNTY OF _____)

ss.

On this day personally appeared before me _____ to me known to be the individual described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this _____ day of _____, 1979.

Notary Public for Oregon
My Commission Expires: _____

Lot 7

William E. Stafford

Dorothy F. Stafford

Lot 8

James D. Goodwin

Lot 9

Elizabeth Veatch

Lot 10

John C. Veatch

Elizabeth Veatch

Lot 11

John C. Veatch

Block 6

Lot 1

Duane Kragerud

Lot 2

By

J.C. Lemons Plumbing & Heating Co.

Lot 3

Thomas K. Griffith

Jeanne H. Griffith

Robert D. Wilson

Margaret A. Wilson

STATE OF OREGON)

COUNTY OF Benton)

ss.

On this day personally appeared before me Margaret A. Nelson to me known to be the individual described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 25th day of September, 1979.

Margaret A. Smith
Notary Public for Oregon
My Commission Expires: 7-4-80

STATE OF OREGON)

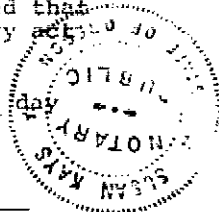
COUNTY OF Washington)

ss.

On this day personally appeared before me Dune Kayeard to me known to be the individual described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 13th day of January, 1978⁰

Sue Ann Kaye
Notary Public for Oregon
My Commission Expires: 3-24-81



STATE OF OREGON)

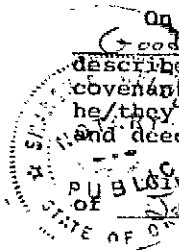
COUNTY OF Clatsop)

ss.

On this day personally appeared before me James C. Coody to me known to be the individual described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 31st day of January, 1978⁰

Sharon E. Weldon
Notary Public for Oregon
My Commission Expires: 2-21-81



Lot 7

William E. StaffordDorothy F. Stafford

Lot 8

James O. Goodwin

Lot 9

Elizabeth Veatch

Lot 10

John C. VeatchElizabeth Veatch

Lot 11

John C. Veatch

Block 6

Lot 1

Duane Kragerud

Lot 2

By *J.C. Lemons, Plumber*
J.C. Lemons Plumbing &
Heating Co.

Lot 3

Thomas K. GriffithJeanne H. GriffithRobert D. WilsonMargaret A. Wilson

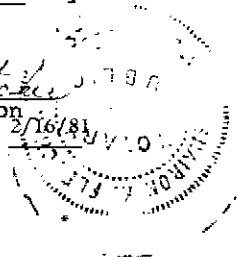
STATE OF OREGON)
)
COUNTY OF Linn)

ss.

On this day personally appeared before me Jack C. Lemons,
President, J. C. Lemons, Inc. to me known to be the individual
described in and who executed the within and foregoing
covenants, conditions and restrictions and acknowledged that
he/they signed the same as his/their free and voluntary act
and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 28th day
of August, 1979.

Sandra K. Little
Notary Public for Oregon
My Commission Expires: 2/16/81



STATE OF OREGON)
)
COUNTY OF _____)

ss.

On this day personally appeared before me _____
to me known to be the individual
described in and who executed the within and foregoing
covenants, conditions and restrictions and acknowledged that
he/they signed the same as his/their free and voluntary act
and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this _____ day
of _____, 1979.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
)
COUNTY OF _____)

ss.

On this day personally appeared before me _____
to me known to be the individual
described in and who executed the within and foregoing
covenants, conditions and restrictions and acknowledged that
he/they signed the same as his/their free and voluntary act
and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this _____ day
of _____, 1979.

Notary Public for Oregon
My Commission Expires: _____

Lot 7 William E. Stafford

Dorothy F. Stafford

Lot 8 James O. Goodwin

Lot 9 Elizabeth Veatch

Lot 10 John C. Veatch

Elizabeth Veatch

Lot 11 John C. Veatch

Block 6 Lot 1 Duane Kragerud

Lot 2 By J.C. Lemons Plumbing & Heating Co.

Lot 3 Thomas K. Griffith
Thomas K. Griffith

Jeanne H. Griffith
Jeanne H. Griffith

Robert D. Wilson
Robert D. Wilson

Margaret A. Wilson
Margaret A. Wilson

STATE OF OREGON)
COUNTY OF Benton)

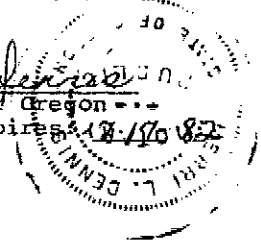
ss.

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On this day personally appeared before me Thomas K. Griffith to me known to be the individual described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 14 day of September, 1979.

Mari L. Dennis
Notary Public for Oregon
My Commission Expires: 12-17-82



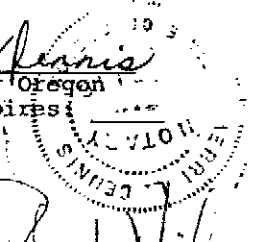
STATE OF OREGON)
COUNTY OF Benton)

ss.

On this day personally appeared before me Jeanne H. Griffith to me known to be the individual described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 14 day of September, 1979.

Mari L. Dennis
Notary Public for Oregon
My Commission Expires: _____



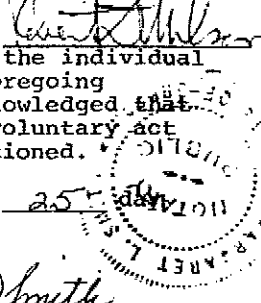
STATE OF OREGON)
COUNTY OF Benton)

ss.

On this day personally appeared before me Robert Wilson to me known to be the individual described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 25 day of September, 1979.

Margaret L. Smith
Notary Public for Oregon
My Commission Expires: 7-4-80



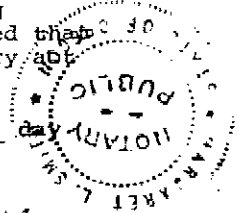
STATE OF OREGON)
COUNTY OF Benton) ss.

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On this day personally appeared before me Margaret L. Smith
Nelson to me known to be the individual
described in and who executed the within and foregoing
covenants, conditions and restrictions and acknowledged that
he/they signed the same as his/their free and voluntary act
and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 25
of September, 1979.

Margaret L. Smith
Notary Public for Oregon
My Commission Expires: 7-4-80



STATE OF OREGON)
COUNTY OF _____) ss.

On this day personally appeared before me _____
to me known to be the individual
described in and who executed the within and foregoing
covenants, conditions and restrictions and acknowledged that
he/they signed the same as his/their free and voluntary act
and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this _____ day
of _____, 1979.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
COUNTY OF _____) ss.

On this day personally appeared before me _____
to me known to be the individual
described in and who executed the within and foregoing
covenants, conditions and restrictions and acknowledged that
he/they signed the same as his/their free and voluntary act
and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this _____ day
of _____, 1979.

Notary Public for Oregon
My Commission Expires: _____

Lot 7 William E. Stafford
William E. Stafford
Dorothy Stafford
Dorothy F. Stafford

Lot 8 D.G.
James O. Goodwin

Lot 9 Bruce N. Kuernland
Bruce N. Kuernland

Elizabeth Veatch 6-3
~~Mrs. Kuernland~~

Lot 10 John C. Veatch 6-3
John C. Veatch

Elizabeth Veatch 6-3
Elizabeth Veatch

Lot 11 Walter G. Smith 6-3
~~Joseph M. Roberts~~

Block 6

Lot 1 Duane Kragerud
Duane Kragerud

Lot 2 By J.C. Lemons Plumbing & Heating Co.
J.C. Lemons Plumbing & Heating Co.

Lot 3 Thomas K. Griffith
Thomas K. Griffith

Jeanne H. Griffith
Jeanne H. Griffith

Robert D. Wilson
Robert D. Wilson

Margaret A. Wilson
Margaret A. Wilson

Lot 4

Marvin B. Noble
Marvin B. NobleEva L. Noble
Eva L. Noble

Lot 5

Taylor M. PotterElizabeth Joan Potter

Lot 6

Merle A. MosarJean A. MosarWilliam A. PaceyGloria E. Pacey

Lot 7

Roy H. RodgersVirginia K. Rodgers

Lot 8

Wilton G. SmithMary B. Smith

Lot 9

Clifford N. Carlsen, Jr.Doris Carlsen

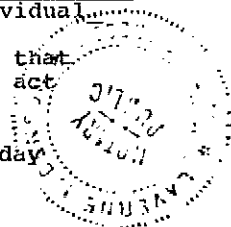
STATE OF OREGON)
)
COUNTY OF DeKalb) ss.

VCL 316 PAGE 943

On this day personally appeared before me Martin B. Noble to me known to be the individual described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 31st day of August, 1979.

Lawrence J. Deane
Notary Public for Oregon
My Commission Expires: 6-26-81



STATE OF OREGON)
)
COUNTY OF DeKalb) ss.

On this day personally appeared before me Lawrence J. Deane to me known to be the individual described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 31st day of August, 1979.

Lawrence J. Deane
Notary Public for Oregon
My Commission Expires: 6-26-81



STATE OF OREGON)
)
COUNTY OF _____) ss.

On this day personally appeared before me _____ to me known to be the individual described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this _____ day of _____, 1979.

Notary Public for Oregon
My Commission Expires: _____

Lot 4

Marvin B. Noble

Eva L. Noble

Lot 5

Taylor M. Potter
Taylor M. Potter

Elizabeth Joan Potter
Elizabeth Joan Potter

Lot 6

Merle A. Mosar

Jean A. Mosar

William A. Pacey

Gloria E. Pacey

Lot 7

Roy H. Rogers

Virginia K. Rogers

Lot 8

Wilton G. Smith

Mary B. Smith

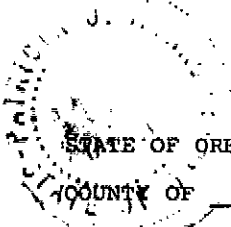
STATE OF OREGON)
)
COUNTY OF DESCHUTES)

ss.

On this day personally appeared before me BYRON D. MEADOWS
and JANE C. MEADOWS to me known to be the individual
described in and who executed the within and foregoing
covenants, conditions and restrictions and acknowledged that
he/they signed the same as his/their free and voluntary act
and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 30th day
of JULY, 1979.

Patricia J. Meadows
Notary Public for Oregon
My Commission Expires: DEC 19, 1982



STATE OF OREGON)
)
COUNTY OF _____)

ss.

On this day personally appeared before me _____
_____ to me known to be the individual
described in and who executed the within and foregoing
covenants, conditions and restrictions and acknowledged that
he/they signed the same as his/their free and voluntary act
and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this _____ day
of _____, 1979.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
)
COUNTY OF _____)

ss.

On this day personally appeared before me _____
_____ to me known to be the individual
described in and who executed the within and foregoing
covenants, conditions and restrictions and acknowledged that
he/they signed the same as his/their free and voluntary act
and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this _____ day
of _____, 1979.

Notary Public for Oregon
My Commission Expires: _____

Lot 4

Marvin B. Noble

Eva L. Noble

Lot 5

Taylor M. Potter

Elizabeth Joan Potter

Lot 6

Merle A. Mosar
Merle A. Mosar

Jean A. Mosar
Jean A. Mosar

William A. Pacey
William A. Pacey

Gloria E. Pacey
Gloria E. Pacey

Lot 7

Roy H. Rodgers

Virginia K. Rodgers

Lot 8

Wilton G. Smith

Mary B. Smith

Lot 9

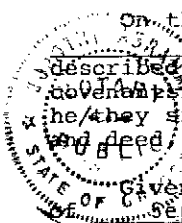
Clifford N. Carlsen, Jr.

Doris Carlsen

STATE OF OREGON)
COUNTY OF Deschutes)

ss.
Lot 6

Merle A. Mosar, Jean A. Mosar
William A. Pacey Gloria E. Pacey



On this day personally appeared before me (above)
to me known to be the individual
described in and who executed the within and foregoing
covenants, conditions and restrictions and acknowledged that
he/they signed the same as his/their free and voluntary act
and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 6th day
of September, 1979.

Dorsey Abraham
Notary Public for Oregon
My Commission Expires: 8-24-83

STATE OF OREGON)
COUNTY OF _____)

ss.

On this day personally appeared before me
to me known to be the individual
described in and who executed the within and foregoing
covenants, conditions and restrictions and acknowledged that
he/they signed the same as his/their free and voluntary act
and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this _____ day
of _____, 1979.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
COUNTY OF _____)

ss.

On this day personally appeared before me
to me known to be the individual
described in and who executed the within and foregoing
covenants, conditions and restrictions and acknowledged that
he/they signed the same as his/their free and voluntary act
and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this _____ day
of _____, 1979.

Notary Public for Oregon
My Commission Expires: _____

Lot 4

Marvin B. Noble

Eva L. Noble

Lot 5

Taylor M. Potter

Elizabeth Joan Potter

Lot 6

Merle A. Mosar

Jean A. Mosar

William A. Pacey

Gloria E. Pacey

Lot 7

Roy H. Rodgers

8-16

Virginia K. Rodgers

8-16

Lot 8

Wilton G. Smith

6-3

Mary B. Smith

6-3

Lot 9

Clifford N. Carlsen, Jr.

7-16

Doris Carlsen

8-11

STATE OF OREGON)
) ss.
 COUNTY OF Clackamas)

On this day personally appeared before me George L. Hibbard
and Ann E. Hibbard to me known to be the individuals
 described in and who executed the within and foregoing
 covenants, conditions and restrictions and acknowledged that
 he/they signed the same as his/their free and voluntary act
 and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 5th day
 of June, 1979.

Jane Dixon
 Notary Public for Oregon
 My Commission Expires: 8-28-79

STATE OF OREGON)
) ss.
 COUNTY OF Clackamas)

On this day personally appeared before me John C. Veatch
 and Elizabeth Veatch to me known to be the individuals
 described in and who executed the within and foregoing
 covenants, conditions and restrictions and acknowledged that
 he/they signed the same as his/their free and voluntary act
 and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 5th day
 of June, 1979.

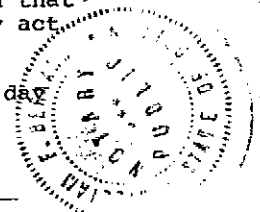
Jane Dixon
 Notary Public for Oregon
 My Commission Expires: 8-28-79

STATE OF OREGON)
) ss.
 COUNTY OF Deschutes)

On this day personally appeared before me WILTON B. SMITH
MARY B. SMITH to me known to be the individual
 described in and who executed the within and foregoing
 covenants, conditions and restrictions and acknowledged that
 he/they signed the same as his/their free and voluntary act
 and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 3 day
 of June, 1979.

William F. Bernhard
 Notary Public for Oregon
 My Commission Expires: 10-3-79



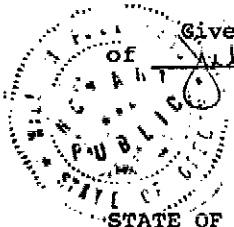
STATE OF OREGON)

COUNTY OF Sault Ste Marie)

ss.

On this day personally appeared before me Clifford N. Carlsen, Jr. to me known to be the individual described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 16th day of July, 1979.



William F. Bernard
Notary Public for Oregon,
My Commission Expires: 10-3-79

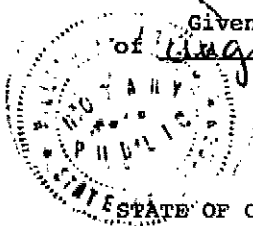
STATE OF OREGON)

COUNTY OF DESCHUTES)

ss.

On this day personally appeared before me John C. Veatch and Elizabeth Veatch to me known to be the individuals described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 11th day of August, 1979.



William F. Bernard
Notary Public for Oregon
My Commission Expires: 10-3-79

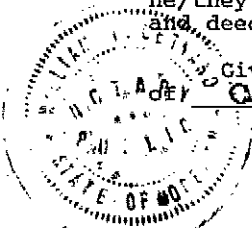
STATE OF OREGON)

COUNTY OF DESCHUTES)

ss.

On this day personally appeared before me Doris Carlsen to me known to be the individual described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 11 day of August, 1979.



William F. Bernard
Notary Public for Oregon
My Commission Expires: 10-3-79

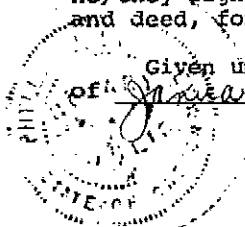
STATE OF OREGON

COUNTY OF Clackamas

ss.

On this day personally appeared before me Dorothy J. & William E. Stafford to me known to be the individuals described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 9th day of January, 1979.



Dorothy J. Stafford
Notary Public for Oregon
My Commission Expires: Aug. 10, 1981

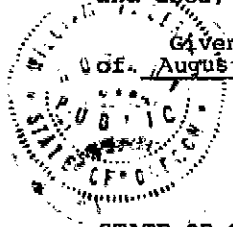
STATE OF OREGON

COUNTY OF DESCHUTES

ss.

On this day personally appeared before me Roy H. Rodgers and Virginia K. Rodgers to me known to be the individual described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 11th day of August, 1979.



Roy H. Rodgers
Notary Public for Oregon
My Commission Expires: 10.3.79

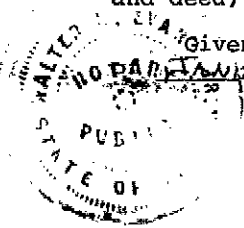
STATE OF OREGON

COUNTY OF MULTNOMAH

ss.

On this day personally appeared before me John H. Holloway and Jana R. Holloway to me known to be the individuals described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 23rd day of JANUARY, 1980.

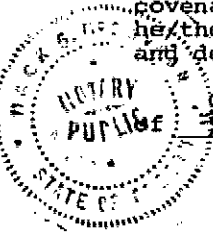


John H. Holloway
Notary Public for Oregon
My Commission Expires: MAR 8, 1980

STATE OF OREGON)
COUNTY OF Deschutes) ss.

On this day personally appeared before me Wilton H. Smith to me known to be the individual described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 11th day of February, 1979, 1980

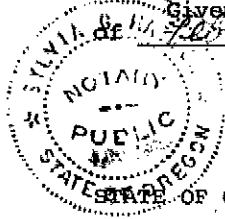


Martha [Signature]
Notary Public for Oregon
My Commission Expires: 10-12-82

STATE OF OREGON)
COUNTY OF Deschutes) ss.

On this day personally appeared before me Sally Hitchcock to me known to be the individual described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this 11th day of February, 1979, 1980



Sylvia G. Patton
Notary Public for Oregon
My Commission Expires: 4-27-83

STATE OF OREGON)
COUNTY OF _____) ss.

On this day personally appeared before me _____ to me known to be the individual described in and who executed the within and foregoing covenants, conditions and restrictions and acknowledged that he/they signed the same as his/their free and voluntary act and deed, for the uses and purpose therein mentioned.

Given under my hand and official seal this _____ day of _____, 1979.

Notary Public for Oregon
My Commission Expires: _____

Denna -

22068

STATE OF OREGON

County of Douglas

I hereby certify that the within instrument of writing was received for Record the 15 day of Feb AD 1980 at 3:20 o'clock P M., and records in Book 316 on Page 918 Records of Deeds.

ROSEMARY PATT TESCH

County Clerk

By Rhonda Lantz Deputy