

97-285

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

TO: THE PUBLIC

THIS AMENDED DECLARATION is made as of APRIL 16, 1997 by the owners ("Declarants") of property situated within the "High Meadow Addition to Indian Ford Ranch Homes" and the "First Addition to Indian Ford Ranch Homes", hereinafter referred to as "Declarants".

WHEREAS, Declarants are the owners of the following-described parcels of real property located within Plat No. 149 of High Meadow Addition to Indian Ford Ranch Homes, and within the First Addition to Indian Ford Ranch Homes, subdivisions situated within Deschutes County, Oregon, which subdivisions include the following lots:

Block 1, Lots 1 through 6
Block 2, Lots 1 through 12
Block 5, Lots 1 through 11
Block 6, Lots 1 through 9, such Lot 9 being further described as:

A tract of land containing 1.03 acres, more or less, situated in portions of the northeast one-quarter of the northeast one-quarter of said Section 28 and the southeast one-quarter of the southeast one-quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 21, all in Township 14 South, Range 10 East, Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Beginning at the northeast corner of lot 8, block 6 of the First Addition to Indian Ford Ranch Homes, which point is North 88° 57' 19" West 124.76 feet from the section corner common to Sections 21, 22, 27 and 28, Township 14 South, Range 10 East, Willamette Meridian, Deschutes County, Oregon; thence South 74° 12' 31" West along the northerly lot line of said lot 8 a distance of 240.00 feet to the easterly right of way line of Meadow View Road; thence North 15° 47' 27" West along the projection of the easterly right of way of said road 140.00 feet; thence along the arc of a 50 foot radius curve to the right 78.54 feet the long chord of which bears North 29° 12' 32" East 70.71 feet, thence North 74° 12' 31" East 190.00 feet to the westerly right of way line of Sundown Road; thence South 15° 47' 27" East 190.00 feet to the point of beginning.

WHEREAS, Declarants desire to replace the covenants, conditions, and restrictions currently applicable to the property and to subject their above described properties ("The Properties") to the covenants, conditions, restrictions, reservations, easements and charges contained herein, for the benefit of their 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, reservations, 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 High Meadow Homeowners Association, Inc. (formerly Indian Ford Enterprises, Inc), an Oregon non-profit 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, and the property known as Block 6, Lot 9, more particularly described above.

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.

Section 8. "Architectural Committee" shall mean the committee created pursuant to Article VI of this Amended Declaration.

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 $66 \frac{2}{3}$ 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 or by filing new covenants, conditions and restrictions which include both The Properties and the property to be annexed in the description of the combined properties. Such supplemental or new 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 unless adopted in conformity with the provisions of Article IX, Section 3 herein.

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 of 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 VCOVENANT FOR MAINTENANCE ASSESSMENTSection 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 \$150 per year 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 Revised Consumer Price Index (All Urban Consumers, 1982-1984 = 100) 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. Assessments which have been fixed for the current calendar year shall remain in effect for the balance of the current calendar year. Annual assessments for any year after the current 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 construction 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 first 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 first 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 at least three members. Members of the Architectural Committee shall be indemnified in Accordance with Article VIII, INDEMNIFICATION OF DIRECTORS AND OFFICERS, of the Bylaws of this Association.

Section 2. Duties of the Architectural Committee

The primary duty of the Architectural Committee is to supervise and control the architectural design, ornamentation, location, and esthetics of structures upon The Properties to ensure compliance with the standards set forth in Section 4 of this Article.

Section 3. Submission of Plans

No person shall erect, remove or alter any building, structure, wall, fence or improvement on any Lot without the written approval of a majority of the Architectural Committee.

Plans for new construction, additions or exterior modifications to existing structures must be submitted at least 30 days prior to starting the excavation and subsequent construction of any dwelling, addition, modification, or new structure.

Each Owner must submit to the Architectural Committee one complete copy of architectural and site plans, and for major construction, a \$50.00 filing fee, payable to the Association.

Plans submitted for approval shall include:

- a) a plot plan drawn to scale, showing the location of all buildings and structures and the required setbacks;
- b) accurate architectural plans, building specifications and elevation sketches, including height and location of any radio or television antennae;
- c) material specifications for siding and roofing materials (including color samples of each, or descriptive brochures), consistent with Section 4.

Before excavation begins, lot corners must be marked and foundation corner stakes must be placed. An Architectural Committee Member or qualified appointee must check all such stakes for conformance with all setback requirements. Building and solar setbacks must conform to setback requirements of the Deschutes County building code, except for building setback from the meadow, which shall be at least 30 feet.

The Architectural Committee shall approve or disapprove the proposal within 30 days.

Section 4. Standards for Design

The Architectural Committee shall apply the following standards:

a) Proposed new construction, additions, or exterior alterations shall comply with all applicable county and state building and fire codes, zoning laws, deed restrictions, High Meadow Homeowners Association, Inc.'s Covenants, Conditions and Restrictions, and the Architectural Committee's standards.

b) A structure design or location which obstructs the mountain or meadow view of other Owners in any material respect will not be approved.

c) The location and number of structures on an individual property shall be subject to the approval of the Architectural Committee. Criteria for approval shall include conformance to setback requirements, esthetic appearances, and effects on adjacent properties.

d) Prefabricated, manufactured, and mobile homes are prohibited.

e) Simplicity, good proportions, and a natural appearance in keeping with the ranch setting are desired in the completed structure.

f) Landscaping of Lots shall, to the extent possible, preserve the natural environment. No proposed planting, fencing, or grade changes shall adversely affect the drainage of any other property. Use of indigenous materials is encouraged. (A list is attached.) The use of painted or whitewashed rocks or trees is prohibited.

g) The maximum height of a boundary or lot-line fence shall be 4 feet. Only wood pole and split-rail fencing are permitted. Any alternate type of fence, including dog runs, must be submitted with drawings for approval by the Architectural Committee. The maximum height of privacy or decorative screening adjoining a structure shall be 6 feet. Screening material shall be wood, stone, masonry or other materials esthetically compatible with the view.

h) All water sources shall be protected from contamination. Septic tanks, sewers and subsurface pits shall be located, constructed, and operated in accordance with local, county, 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.

i) No new construction or addition shall be in excess of 26 feet in height from the highest point of natural ground elevation contiguous to the structure.

j) Only one single family unit, as described in the Deschutes County Code in effect as of the date of adoption of this Amended Declaration, is allowed per Lot.

k) Any wood roofing product, even though treated with a fire retardant, is prohibited.

l) The site plan and landscape sketch must show the location of the driveway. The driveway must have a twelve-foot right of way, free of vegetation or overhang, to allow fire truck access. Driveway surfacing shall be crushed rock or pavements.

m) All exposed metal surfaces—e.g., flashing, gutters, chimneys, antennae, skylight frames, solar panels, attic vents—shall have a non-glare finish.

n) Exterior coloring, shades, tints, and hues of all structures and trim shall be harmonious with the land and vegetation of the property on which they are located, and shall cause the structures to blend with such surroundings, rather than highlight or increase their visibility.

o) Garage doors shall be compatible in color with the exterior of the structure.

p) The placement of solar panels or collectors shall be approved by the Architectural Committee prior to installation. Placement of these devices shall not obstruct the views of other Owners and shall be screened from view whenever possible. No wind-driven generators shall be permitted.

Section 5. Construction

All new home construction shall be completed within two years of the approval of the architectural plans. Additions or modifications to existing structures shall be completed within one year of approval. All construction project grounds shall be maintained in an orderly and clean manner so as not to create a visual or physical nuisance to other Owners. All trash and construction debris shall be removed from the site within 30 days of completion of construction.

Section 6. Prior Rights

The effective date of these standards shall be _____. All new construction, alterations, modifications, additions, or other matters begun after this date must comply with these standards.

Section 7. Additional Standards

The Architectural Committee may recommend to the Board of Directors, and the Board of Directors may adopt, interim standards; such interim standards shall be in effect from the date of adoption by the Board until the next regularly held homeowners meeting, at which time the interim standards shall be approved or rejected by the vote of the members pursuant to Article IX, Section 3 of these declarations. The Architectural Committee shall make such interim standards available at reasonable times for inspection by an Owner or agent of an Owner.

Section 8. Appeals

Any Owner may appeal to the Association's Board of Directors a decision of the Architectural Committee. In the event of an appeal, no member of the Board of Directors who participated in reaching such decision while then a member of the Architectural Committee shall vote on such appeal.

Section 9. Judicial Review

All determinations of the Board of Directors as to compliance with design standards and covenants shall be final and not subject to judicial review or interpretation unless there is fraud or misconduct in the determination of the board.

Section 10. Liability

The scope of the Architectural Committee's review is not intended to include any review or analysis of structural, geophysical, engineering, building, or zoning code compliance, or other similar considerations. Neither the Architectural Committee nor any member thereof shall be liable to any Owner, occupant, builder, or developer for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the Architectural Committee or a member thereof, provided only that the Architectural Committee has, or the member has, in accordance with the actual knowledge possessed by the Architectural Committee or by such member, acted in good faith.

ARTICLE VII

USE RESTRICTIONS

The following restrictions shall be applicable to The Properties and shall benefit and limit 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. The overall dimensions of such 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 or short-term rental. Short-term is defined as less than 60 days.

Section 3. No Lot shall be divided.

Section 4. No noxious or offensive condition 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. Exterior lights shall be directed downward and shall not be directed into the meadow or toward other properties.

Section 5. Mobile homes, motor homes/recreational vehicles, and travel trailers shall not be stored on The Properties. With written consent of the Board of Directors, motor homes/recreational vehicles and travel trailers may be kept and occupied on a Lot for a limited time during the period of construction or improvements on such Lot, but in no case for longer than the time allowed for such construction or improvements in Section 5, Article VI.

Pick-up truck camper units, pop-up tent camper trailers, boats (whether on trailers or not), motorcycles, snowmobiles, stored automobiles, and the like shall be garaged. A stored automobile is defined as one which is not roadworthy or licensed, or capable of being licensed, or which is partially disassembled and not able to be reassembled and rendered roadworthy in a reasonable time, or which, because of its state of disassembly, is unsightly and creates a visual nuisance.

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 installed so as to minimize the danger of uncontrolled fire and comply with the building and electrical codes of the county and the National Board of Fire Underwriters.

Section 7. Rubbish and garbage must be kept in suitable containers and periodically removed from the premises. No rubbish may be dumped or buried on The Properties or in any area within the High Meadow Addition to Indian Ford Ranch Homes or First Addition to Indian Ford Ranch Homes. The burning of debris in open fires shall be prohibited during the closed season and in times of high fire danger as determined by the local Fire Protection District and/or the Board of Directors of the Association.

Section 8. Dogs, cats, and other pets shall not be allowed to run at large at night, or at any time in such a manner as to be a nuisance to other Owners, nor shall they be permitted to interfere with or disturb residents or the ranch operation.

Section 9. Horses, other animals, and fowl shall not be pastured on The Properties.

Section 10. The discharge of firearms on The Properties is prohibited.

Section 11. Individual Owners shall repair or cause to be repaired any damage to roads of the Association caused by vehicles entering, leaving, or operating on or beside such property, when such operation is at the direction or with the consent (express or implied) of such Owner.

Section 12. The height of vegetation and trees on a Lot shall not materially restrict the view of other Owners. The Architectural Committee shall be the sole judge of the suitability of such heights. This Section is not to be read as justification to create views not present when the Lot was originally purchased.

ARTICLE VIIIEASEMENTS

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 IXGENERAL 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. Invalidity 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 Amended 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 Amended Declaration is recorded in the Deschutes County deed records. The application of these Amended 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 Amended Covenants, Conditions and Restrictions. Any Covenants, Conditions or Restrictions, except the easements herein granted, may be amended by vote of Members entitled to cast 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

Covenants, Conditions and Restrictions for First Addition to Indian Ford Ranch Homes, Deschutes County, Oregon, recorded February 11, 1980, Volume 316, page 918, Deed Records, Deschutes County Oregon; Covenants, Conditions and Restrictions for High Meadow Addition to Indian Ford Ranch Homes, Deschutes County, Oregon, recorded February 20, 1981, Volume 336, page 634, Deed Records, Deschutes County, Oregon; Covenants, Conditions and Restrictions for High Meadow Addition to Indian Ford Ranch Homes, Deschutes County, Oregon, recorded May 24, 1981, Volume 342, page 31, Deed Records, Deschutes County Oregon; Amendments to Covenants, Conditions and Restrictions dated December 11, 1989 and recorded December 12, 1989, Volume 198, page 1340, including all additions, modifications and amendments thereto are hereby repealed.

CERTIFICATION

The undersigned president and secretary of the Association created pursuant to the Covenants, Conditions and Restrictions described in Article X of the foregoing Amended Declaration hereby certify that the foregoing Amended Declaration was approved by vote of members entitled to cast not less than 66 $\frac{2}{3}$ percent of the votes of the members of such Association.

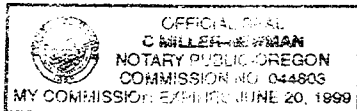
April 16, 1997
Date

[Signature]
President

[Signature]
Secretary

STATE OF OREGON)
)SS
COUNTY OF Deschutes)

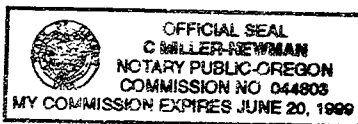
This instrument was acknowledged before me on 4/16 1997, by
[Signature] as President of High Meadow Homeowners
Association, Inc.



[Signature]
Notary Public for Oregon
My commission expires:

STATE OF OREGON)
)SS
COUNTY OF Deschutes)

This instrument was acknowledged before me on April 16 1997, by
[Signature] as Secretary of High Meadow Homeowners
Association, Inc.



[Signature]
Notary Public for Oregon
My commission expires:

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:

97 APR 17 PM 3:13

MARY SUE PENHOLLOW
COUNTY CLERK

BY. T. Moore DEPUTY
NO. 97-13018 FEE 95.00
DESCHUTES COUNTY OFFICIAL RECORDS