

DECLARATION OF CONDITIONS AND RESTRICTIONS

The undersigned, being the owners and parties of interest of all of the following described real property located in the County of Deschutes, State of Oregon:

Lots 1-43, Block 9, Lots 1-5, Block 10, Lots 1-6 Block 11, Lots 1-32, Block 12, Lots 1-46, Block 13, Lot 1, Block 14 of Newberry Estates
Phase 2, Deschutes County, Oregon

do hereby make the following Declaration of Conditions and Restrictions concerning the above described real property, specifying this Declaration shall constitute covenants to run with all the land and shall be binding on all persons claiming under them; and that these conditions and restrictions shall be for the benefit of and limitations upon all future owners of said real property.

1. Dwelling Size: The floor area of the main structure, including one story open porches and garages, shall not be less than 500 square feet. Mobile homes are acceptable, providing they meet all State of Oregon and Deschutes County Building Code.

2. Completion of Construction: All buildings shall be completed on the exterior within two years from the time construction was commenced. Plans are to be approved by Sun Country Land & Cattle Corp. prior to construction.

3. Building Code: All construction shall comply with the applicable building code of Deschutes County and the State of Oregon.

4. Natural Growth: Native wooded areas shall be preserved and protected in growth condition except: or pruning and removal may be necessary for construction and access.

5. Pets: Dogs, cats and other pets must be controlled by owners as not to interfere with any other property owner or possible wildlife in the area.

6. Term: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change Covenants in whole or in part.

7. Enforcement: The foregoing Conditions and Restrictions shall bind and insure to the benefit of, and be enforceable by suit for injunction or for damages by owner or owners of any of the above described lands, their legal representatives, heirs, successors or assigns, to enforce any of such Conditions of Restrictions shall in no event be deemed a waiver of the right to do so thereafter.

8. Attorney Fees: Should suit or action be instituted to enforce any of the foregoing Restrictions or Covenants after written demand for the discontinuation of the violation thereof and failure so to do, then, whether said suit be reduced to decree or not, the owner seeking to enforce or to restrain any such violation shall be entitled to have and recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sum as the Court may adjudge reasonable as an attorney fee, in such suit or action.

Dated this 13th day of March 1978

SUN COUNTRY LAND & CATTLE CORPORATION

By: Wayne Roan, Pres.
President

By: Alice Roan, Sec.
Secretary

STATE OF OREGON, County of Deschutes)ss.

3-13, 1978

Personally appeared Wayne Roan and Alice Roan, known to me to be the President and Secretary of the corporation and acknowledged to me that they executed the

26250

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record
the 3 day of Jan A.D. 1978