

92-18016

DECLARATION OF RESERVATIONS, RESTRICTIONS AND COVENANTS
 NI-LAH-SHA VILLAGE, PHASE I
 A PLANNED COMMUNITY

This Declaration of Protective Covenants is applicable to Ni-Lah-Sha Village, Phase I, Lots 1 through 38 and the roadway as described ^{Exhibit A} ~~in Volume _____, page _____, Records of Deschutes County, Oregon,~~ said lots hereinafter to as "lot" or "lots".

WHEREAS, Ni-Lah-Sha Village, Inc., an Oregon corporation, hereinafter referred to as Declarant, is owner in fee simple of the above described real property; and

WHEREAS, the Declarant desires to declare of public record Declarant's intention to create certain protective covenants, conditions and restrictions in order to effectuate a general scheme of development creating benefits and obligations for the owner or owners of said real property.

NOW, THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to the County of Deschutes ordinances and any other applicable governmental ordinances, the Findings and Decision of Deschutes County, File Number CU-90-196, TP-90-744 the Development Agreement entered into between the County of Deschutes and Ni-Lah-Sha Village Inc., and the following easements, restrictions, covenants and conditions which are for

the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described real property or any portion thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

A. The name of the planned community is Ni-Lah-Sha Village.

B. The name of the county in which all of the real property in the planned community is located is the County of Deschutes.

C. The legal description of the real property included in the planned community is Ni-Lah-Sha, Phase I, Lots 1 through 38 and the roadway as described in ^{McCabine} Volume C, page 652 Records of Deschutes County, Oregon.

D. The number of lots in the planned community is 38.

E. The legal description of the real property included in the planned community which is or must become common property is the roadway as described in Volume 201, page 902, Records of Deschutes County, Oregon.

F. The declarant shall have no special rights except as provided in paragraph P, below.

G. The allocation of votes to lots shall be one (1) vote per lot, except as provided in paragraph P, below.

H. The method of determining the liability of each lot for

common expenses and the right of each lot to any common profits of the association shall be as follows:

1) Responsibility for determining and providing maintenance, repair and replacement of the common areas of Ni-Lah-Sha Village and determining the cost thereof shall be the responsibility of the Ni-Lah-Sha Village No. 1 Association, Inc., a non-profit corporation established by Declarant. All owners and contract purchasers of lots in Ni-Lah-Sha Village shall be members of the Association. All costs of such maintenance, repair and replacement shall be borne by the lot owners equally with 1/38th of the total cost being assigned to each lot owner. Common area costs shall be assessed annually by the Association unless a special assessment is necessary.

2) Any owner failing to pay his proportionate share of any costs assessed by the Association within thirty (30) days after it becomes due shall be liable for interest at the rate of twelve percent (12%) per annum and for the cost of collection of such assessment including attorney fees in any suit or action, and any appeal thereon, and all such unpaid amounts shall become a lien on the lot or lots to which such amounts are attributable.

3) All common profits of the Association shall be allocated equally to each lot owner.

I. The provisions for establishing a reserve account, as

required by ORS 94.595, shall be as follows:

1) The Declarant shall establish a reserve account for replacement of all items of common property which will normally require replacement, in whole or in part, in more than 3 and less than 30 years. Said account shall be funded by assessments against the individual lots for maintenance of items for which the reserves are established. The assessments under this subsection begin accruing from the date the first lot assessed is conveyed. The Declarant may defer payment of the accrued assessment for a lot under this paragraph until the date the lot is conveyed.

2) The reserve account shall be established in the name of the homeowners association. The association shall be responsible for administering the account, for making periodic payments into it and for adjusting the amount of the payments at regular intervals to reflect changes in current replacement costs over time.

3) The account may be used only for replacement of common property and is to be kept separate from assessments for maintenance. However, after the individual lot owners have assumed responsibility for administration of the planned community, the board of directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses. Funds

borrowed to meet temporary expenses under this subsection must be repaid later from special assessments or maintenance fees.

4) Following the second year after the association has assumed administrative responsibility for the planned community under ORS 94.616, if owners of lots representing seventy-five percent (75%) of the votes of the planned community agree to the action, they may vote to increase, reduce or eliminate future assessments for the account.

5) Assessments paid into the reserve account are the property of the association and are not refundable to sellers or owners of lots. The sellers or owners of lots may treat their outstanding share of the reserve account as a separate item in the sales contract.

J. There shall be no restrictions on the alienation of lots.

~~K. The use for which each lot is intended is for residential manufactured homes.~~

L. The association, pursuant to ORS 94.665, may sell, convey or subject to a security interest any portion of the common property.

M. Restriction on the use, maintenance or occupancy of lots shall be as follows:

1) LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one manufactured home, a private garage and/or carport for not less than two (2) cars and accessory buildings. All manufactured homes, garages and/or carports and accessory buildings shall meet all applicable governmental standards and requirements and shall be approved by the Architectural Control Committee as hereinafter set forth. All manufactured homes must be installed on permanent foundations.

2) EASEMENTS

Easements for the inspection, operation and maintenance of the STEP system including the interceptor tanks and pressure lines on each lot are hereby granted to the Ni-Lah-Sha Village No. 1 Association, Inc., said easements to be five (5) feet on each side of the center line of said tanks and lines. Within these easements, no structure, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation, inspection, operation and maintenance of the STEP system, interceptor tanks and pressure lines. Local governmental standards shall control if they conflict with the above provisions.

3) BUSINESS AND COMMERCIAL USES

No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any lot. The Declarant shall be permitted to maintain a sales office on any unsold lot until all lots have been sold. This provision, however, shall not be construed so as to prevent or prohibit an owner from maintaining his professional personal library, keeping his personal business or professional records of accounts, handling his personal business or professional telephone calls, or conferring with business or professional associates, clients or customers in his home.

4) OFFENSIVE ACTIVITIES

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed upon any lot which interferes with or jeopardizes enjoyment of other lots within this subdivision.

5) ANIMALS

No animal, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number (not to exceed three [3]) of dogs, cats, and/or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled

so as not to be a nuisance.

6) SIGNS

No signs shall be erected or maintained on any lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner, Declarant, or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by the Owner or the Owner's appointees provided the same shall not be a violation of the controlling governmental sign ordinances.

7) PARKING

Parking of boats, trailers, motorcycles, trucks, truck-campers, and like equipment shall not be allowed on any part of the real property nor on public streets adjacent thereto excepting only within the confines of an enclosed garage or storage port.

8) REPAIR OF VEHICLES

The repair of vehicles on a lot shall be permitted only within the confines of an enclosed garage.

9) VEHICLES IN DISREPAIR

No owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on the Open Space or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when due to its continued inoperability or significant damage it offends the occupants of the neighborhood.

10) RUBBISH AND TRASH

No lot or part of the Open Space shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt resulting from landscaping work shall not be dumped onto any street, Open Space, or on any lots. There shall be no storage of any materials on any vacant lot.

11) MAINTENANCE OF LOT AND IMPROVEMENTS

The exterior of all improvements on each lot and the lot itself shall be maintained in a good state of repair and in a clean, neat and attractive manner. All grass shall be properly cut, all shrubbery properly pruned and any and all dead trees, shrubbery and plants immediately removed.

12) TEMPORARY STRUCTURES

No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence whether temporarily or permanently.

13) COMPLETION OF CONSTRUCTION

The placement of any manufactured home on any lot, including the construction of the garage and/or carport, shall be completed within six (6) months from the commencement of the placement and/or construction.

14) LANDSCAPE COMPLETION

All landscaping (including the "landscape sprinkler system") on each lot must be completed, pursuant to a master plan adopted and approved by the Architectural Control Committee, within eight (8) months from the date of occupancy for said lot. The Declarant will extend to each lot, the main lines to the landscape sprinkler system. The landscape sprinkler system within the confines of each lot must be installed by the owner pursuant to specifications pre-engineered by the Declarant. Operation of the landscape sprinkler system shall be automatic and under the control of the Ni-Lah-Sha Village No. 1 Association, Inc.

15) FENCES AND HEDGES

The maximum height of a site obscuring fence or hedge on any lot shall be six (6) feet. The location of any fences or hedges erected shall be along the rear lot line and/or along the side lot lines, but said fence or hedge may not be placed forward of the front setback line for the residence. All fences shall be constructed of wood, masonry or metal with an earth tone colored plastic coating. No fence, hedge, or wall shall be erected without prior written approval of the Architectural Control Committee.

16) ANTENNAS AND SERVICE FACILITIES

Exterior antennas shall not be permitted to be placed upon the roof of any structure on any lot so as to be visible from the street or Open Space without the approval of the Architectural Control Committee. Clothes lines and other service facilities shall be screened so as not to be viewed from the street, any dwelling and/or the Open Space.

17) MAIL AND PAPER DELIVERY BOXES

The location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to approval of the Architectural Control Committee.

18) AIR CONDITIONING UNITS

There shall be no roof top air conditioning units. The location of all ground level air conditioning units must be

approved by the Architectural Control Committee.

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19. EXTERIOR LIGHTING

Each owner shall properly maintain any outdoor lighting which has been installed on the owner's lot by the Declarant, the Declarant's successor and assigns.

N. Any amendment of the declaration, in accordance with ORS 94.590, shall be by vote or agreement of the owners representing seventy-five percent (75%) of the total votes in the planned community. In no event shall an amendment under this section create, limit or diminish any special declarant rights, increase the number of lots or units or change the boundaries of any lot or any uses to which any lot or unit is restricted unless the owners of the affected lots unanimously consent to the amendment. Any amendment of this declaration shall be effective only upon recordation. Amendments to this declaration under this section shall be executed, recorded and certified on behalf of the association by any officer of the homeowners association designated for that purpose or, in the absence of such designation, by the president or the board of directors of the association.

O. The Declarant does not agree to build any improvement with the exception of:

- 1) All private roads contained within Ni-Lah-Sha Village, Phase I as shown on the final plat of Ni-Lah-Sha Village, Phase I.

2) The STEP system, interceptor tanks and pressure sewer lines to each lot in Ni-Lah-Sha Village Phase I.

3) The "landscape sprinkler system" including the main lines to each lot in Ni-Lah-Sha Village Phase I.

4) Water distribution system and lines to each lot in Ni-Lah-Sha Village, Phase I.

5) With the exception of the interceptor tanks and the pressure lines to the interceptor tanks, the building of the improvements set forth in items 2), 3), and 4) of this paragraph is limited to bringing the improvement to the lot line of each lot in Ni-Lah-Sha Village, Phase I. Each lot owner is responsible for the installation and maintenance of all lines on said owner's lot.

P. The individual owners will assume control of the homeowners association as provided under ORS 94.609, at such time as lots, representing seventy-five percent (75%) of the votes have been sold by Declarant. Until such time, Declarant shall have four (4) votes for each lot that it owns instead of one (1) vote, pursuant to paragraph G, above. The Declarant shall call a meeting for the purpose of turning over the administrative responsibility for the planned community to the homeowners association not more than 120 days after such time. The Declarant shall give notice of the meeting to each owner as provided in the bylaws.

Following said turnover meeting, declarant shall continue to

have the right to use all of the private roads within the planned community, the STEP system and pressure sewer lines, the landscape sprinkler system and the water system in connection with the development and for the use of the adjoining property described in Exhibit "A" attached hereto and incorporated herein by reference and each owner of a lot agrees that he or she will not object to such use.

Q. The deed to the common property shall be delivered, at the time of recording the final plat of Ni-Lah-Sha Village, Phase I.

R. The rights of the association with respect to the common property or the rights of an individual lot owner with respect to the lot or improvements on the lot, shall be restricted as follows:

1) ARCHITECTURAL REVIEW

No manufactured home or any other structure shall be commenced, erected, placed, or altered on any lot until construction plans and specifications and a plat showing the nature, shape, heights, material, colors and proposed location of the structure or change have been submitted to and approved in writing by the Architectural Control Committee. It is the intention and purpose of this Covenant to assure compliance with all applicable governmental requirements, quality of workmanship

and materials and harmony of external design with the existing structures as to location and topography and finished grade elevations. In all cases, the Architectural Control Committee's consent is required.

2) ARCHITECTURAL CONTROL COMMITTEE DECISION

The Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that Declarant intends for Ni-Lah-Sha Village. Considerations such as siting, shape, size, color, design, height, impairment of the view from other lots within Ni-Lah-Sha Village or other effects on the enjoyment of other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

3) PROCEDURE

In the event the Committee fails to render its approval or disapproval within ten (10) working days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4) MEMBERSHIP: APPOINTMENT AND REMOVAL

The Architectural Control Committee, hereinafter sometimes referred to as the Committee, shall consist of as many persons, but not less than two (2), as the Declarant may from time to time appoint. The Declarant shall keep on file at its principal office a list of names and addresses of the members of the Committee. A member of the Committee shall not be entitled to any compensation for services performed pursuant to this Declaration. The powers and duties of such Committee shall cease on July 1, 2000. Thereafter, any duties of the Architectural Control Committee shall be performed by the Homeowners Association. The Architectural Control Committee shall have the right to appoint an advisory committee. In the event the Architectural Control Committee does appoint an advisory committee, the Architectural Control Committee shall consult with the advisory committee on a regular basis.

5) LIABILITY

Neither the Architectural Control Committee or 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 by the Committee or a member thereof, provided that the member has, in accordance with actual knowledge possessed by him acted in good faith.

6) ACTION

Except as otherwise provided herein, any one member of the Architectural Control Committee shall have power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

7) NONWAIVER

Consent by the Architectural Control Committee to any matter proposed to it and within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

8) EFFECTIVE PERIOD OF CONSENT

The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the owner has applied for and received an extension of time from the Committee.

9) OTHER RESTRICTIONS

An individual lot owner shall not have the right to divide a lot but shall have the right to combine one lot with another.

S. Declarants have received from Deschutes County, Oregon, a

conditional use permit for a planned unit development and master plan for a 258 lot subdivision for manufactured homes, a 98 space recreational vehicle park, a manager's and recreation site and storage area on 65 acres. Ni-Lah-Sha Village, Phase I consists of 39 of the 258 lots on approximately 10 of the 65 acres. Declarant reserves the right to expand Ni-Lah-Sha Village, Phase I to include the additional 219 lots, the 98 space recreational vehicle park and the manager's recreation site and storage area pursuant to the master plan approved by Deschutes County, Oregon, File number CU-90-196, TP-90-744.

1) The planned community would be expanded by including additional phases pursuant to the master plan approved by Deschutes County, Oregon, File number CU-90-196, TP-90-744.

Phase II is projected to be 91 manufactured housing lots, 98 recreational vehicle spaces and a recreation building. The 98 recreational vehicle spaces and recreation building are projected to be owned by Declarants and at this time it is intended that they will will not be a part of the planned community. It is the present intent that if the recreation building is completed, the planned community will have the right to use said recreation building on an equal basis with the 98 recreational vehicle spaces. The cost of maintaining and operating the recreation building, including a reserve for depreciation, will be shared equally between the planned community and the owner of the 98 recreational vehicle spaces.

Phase III is projected to be 64 manufactured housing lots and Phase IV is projected to be 62 manufactured housing lots.

The timing of Phases I through IV is projected to be:

Phase I - 2 years
Phase II - 3 years
Phase III - 2 years
Phase IV - 2 years

2) Although declarants have set forth the projected number of additional manufactured housing lots, there is no limitation on the number of lots which may be created or annexed to the planned community.

3) There is no limitation on the right of the declarant to annex common property to the planned community.

4) In the event of expansion, all additional lots would receive the same voting rights and responsibilities as existing lots pursuant to paragraph P above.

5) In the event of expansion, expenses will be reallocated so that each lot in the planned community will share equally in expenses.

T. The declarant may not withdraw property from the planned community.

U. These covenants and restrictions shall run with and bind all the real property within the planned community.

V. In the event of any violation of any of the provisions of this Declaration, the Declarant or any other person or persons owning real property within Ni-Lah-Sha Village, Phase I may, at their option, exercise the right to enforce these covenants by prosecuting any proceeding at law or in equity necessary to prevent the violation or to recover damages sustained by reason of such violation. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action successfully prosecuted to abate or recover damages for a violation of the provisions of this Declaration, the prevailing party shall be entitled to recover all costs, including reasonable attorney fees, incurred in such enforcement.

W. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

X. Declarant shall not be liable to any owner on account of action or failure to act by Declarant in performing its duties or rights hereunder, provided that Declarant has, in accordance with actual knowledge possessed by Declarant, acted in good faith.

IN WITNESS WHEREOF, the undersigned, being Declarant herein,

April 27, 1992

LEGAL DESCRIPTION

(Roadway for NI-LAH-SHA subdivision, page 1)

267 - 0952

Beginning at the Northwest corner of the Southeast quarter of the Southwest quarter (SE 1/4 SW 1/4) of Section Three (3), Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon; thence along the North line of the Southeast quarter of the Southwest quarter (SE 1/4 SW 1/4) of said Section Three (3), North 89°47'51" East 200.00 feet to the TRUE POINT OF BEGINNING; thence continuing North 89°47'51" East 33.98 feet; thence along the arc of a 120.16 foot radius curve right (the long chord of which bears South 11°46'09" East 51.44 feet) a distance of 51.84 feet; thence South 00°35'29" West 369.74 feet; thence along the arc of a 594.36 foot radius curve right (the long chord of which bears South 09°08'53" West 176.86 feet) a distance of 177.52 feet; thence along the arc of a 37.50 foot radius curve left (the long chord of which bears South 20°57'54" East 46.86 feet) a distance of 50.62 feet; thence along the arc of a 10.00 foot radius curve left (the long chord of which bears North 82°06'49" East 12.38 feet) a distance of 13.35 feet; thence along the arc of a 38.00 foot radius curve right (the long chord of which bears South 14°43'38" West 37.00 feet) a distance of 200.12 feet; thence along the arc of a 10.00 foot radius curve left (the long chord of which bears North 51°26'14" West 12.04 feet) a distance of 12.93 feet; thence along the arc of a 37.50 foot radius curve left (the long chord of which bears South 50°48'00" West 48.94 feet) a distance of 53.32 feet; thence along the arc of a 553.54 foot radius curve left (the long chord of which bears South 05°19'44" West 91.44 feet) a distance of 91.54 feet; thence South 00°35'28" West 60.64 feet; thence along the arc of a 37.50 foot radius curve left (the long chord of which bears South 44°36'38" East 53.22 feet) a distance of 59.17 feet; thence along the arc of a 10.00 foot radius curve left (the long chord of which bears North 59°21'56" East 10.25 feet) a distance of 10.76 feet; thence along the arc of a 38.00 foot radius curve right (the long chord of which bears South 00°35'28" West 35.63 feet) a distance of 201.69 feet; thence along the arc of a 10.00 foot radius curve left (the long chord of which bears North 58°14'13" West 10.26 feet) a distance of 10.78 feet; thence along the arc of a 37.50 foot radius curve left (the long chord of which bears South 45°46'43" West 53.21 feet) a distance of 59.15 feet; thence South 00°35'28" West 137.34 feet; thence along the arc of a 37.50 foot radius curve left (the long chord of which bears South 44°24'32" East 53.03 feet) a distance of 58.90 feet; thence South 89°24'32" East 12.89 feet; thence along the arc of a 10.00 foot radius curve left (the long chord of which bears North 59°34'04" East 10.31 feet) a distance of 10.83 feet; thence along the arc of a 38.00 foot radius curve right (the long chord of which bears South 00°35'28" West 35.63 feet) a distance of 201.68 feet; thence along the arc of a 10.00 foot radius curve left (the long chord of which bears North 58°23'07" West 10.31 feet) a distance of 10.53 feet; thence North 89°24'32" West 12.89 feet; thence along the arc of a 37.50 foot radius curve left (the long chord of which bears South 45°35'29" West 53.03 feet) a distance of 58.90 feet; thence South 00°35'28" West 55.03 feet; thence along the arc of a 37.50 foot radius curve left (the long chord of which bears South 44°48'23" East 53.40 feet) a distance of 59.43 feet to a point 40.00 feet from and perpendicular to the South line of said Section Three (3); thence parallel to said South line of Section Three (3), South 89°47'45" West 125.01 feet;

(cont'd)

thence leaving said line along the arc of a 37.50 foot radius curve left (the long chord of which bears North 45°11'37" East 52.66 feet) a distance of 58.38 feet; thence North 00°35'28" East 291.59 feet; thence along the arc of a 1242.10 foot radius curve right (the long chord of which bears North 07°26'11" East 296.09 feet) a distance of 296.79 feet; thence along the arc of a 37.50 foot radius curve left (the long chord of which bears North 30°03'48" West 52.42 feet) a distance of 58.05 feet; thence North 74°24'30" West 13.82 feet; thence along the arc of a 10.00 foot radius curve left (the long chord of which bears South 74°34'06" West 10.31 feet) a distance of 10.83 feet; thence along the arc of a 38.00 foot radius curve right (the long chord of which bears North 15°35'30" East 35.63 feet) a distance of 201.68 feet; thence along the arc of a 10.00 foot radius curve left (the long chord of which bears South 43°23'05" East 10.31 feet) a distance of 10.83 feet; thence South 74°24'30" East 15.45 feet; thence along the arc of a 37.50 foot radius curve left (the long chord of which bears North 60°19'47" East 53.27 feet) a distance of 59.25 feet; thence along the arc of a 564.36 foot radius curve left (the long chord of which bears North 07°49'47" East 142.21 feet) a distance of 142.59 feet; thence North 00°35'29" East 21.47 feet; thence along the arc of a 37.50 foot radius curve left (the long chord of which bears North 44°24'31" West 53.03 feet) a distance of 58.90 feet; thence along the arc of a 10.00 foot radius curve left (the long chord of which bears South 59°34'05" West 10.31 feet) a distance of 10.83 feet; thence along the arc of a 38.00 foot radius curve right (the long chord of which bears North 00°35'29" East 35.63 feet) a distance of 201.68 feet; thence along the arc of a 10.00 foot radius curve left (the long chord of which bears South 58°23'06" East 10.31 feet) a distance of 10.83 feet; thence South 89°24'31" East 25.88 feet; thence along the arc of a 37.50 foot radius curve left (the long chord of which bears North 45°35'29" East 53.03 feet) a distance of 58.90 feet; thence North 00°35'29" East 135.95 feet; thence along the arc of a 37.50 foot radius curve left (the long chord of which bears North 44°24'31" West 53.03 feet) a distance of 58.90 feet; thence North 89°24'31" West 24.72 feet; thence along the arc of a 10.00 foot radius curve left (the long chord of which bears South 59°34'05" West 10.31 feet) a distance of 10.83 feet; thence along the arc of a 38.00 foot radius curve right (the long chord of which bears North 00°35'29" East 35.63 feet) a distance of 201.68 feet; thence along the arc of a 10.00 foot radius curve left (the long chord of which bears South 58°23'06" East 10.31 feet) a distance of 10.83 feet; thence South 89°24'31" East 24.72 feet; thence along the arc of a 37.50 foot radius curve left (the long chord of which bears North 45°35'29" East 53.03 feet) a distance of 58.90 feet; thence North 00°35'29" East 12.32 feet; thence along the arc of a 91.16 foot radius curve left (the long chord of which bears North 16°09'55" West 51.99 feet) a distance of 52.74 feet to the True Point of Beginning. All in Deschutes County, Oregon. Containing 2.022 acres.

STATE OF OREGON)
 COUNTY OF DESCHUTES) SS.

I, MARY SUE PERHOLLOW, COUNTY CLERK AND
 RECORDER OF CONVEYANCES, IN AND FOR SAID
 COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT WAS RECORDED THIS DAY:

92 JUN -4 PH 3:12

MARY SUE PERHOLLOW
 COUNTY CLERK

BY: *B. Brink* DEPUTY

NO. 92-18016 FEE 10-
 DESCHUTES COUNTY OFFICIAL RECORDS