

DECLARATION OF CONDITIONS AND RESTRICTIONS

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

Lots 1 through 13 in Block 1, Lots 1 through 18 in Block 2, and Lots 1 and 2 in Block 3, Pine Crest Ranchettes, Deschutes County, Oregon,

does hereby make the following Declaration of Conditions and Restrictions concerning the above-described real property, specifying that this Declaration shall constitute covenants to run with all of 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 ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 600 square feet for a one-story building.

2. Completion of Construction: All buildings shall be completed and the exterior of the buildings painted within two years from the time construction is commenced.

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 as pruning and removal may be necessary for construction and access.

5. Term: The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of 10 years unless

an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change these covenants in whole or in part.

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

7. Attorneys' Fees: Should suit or action be instituted to enforce any of the foregoing restrictions or covenants after written demand for the discontinuance of a violation thereof and any 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's fee in such suit or action.

DATED this 16 day of October, 1974.

SUN COUNTRY LAND AND CATTLE CORPORATION

By: Wayne Roan
Wayne Roan, President

By: Alice Roan
Alice Roan, Secretary

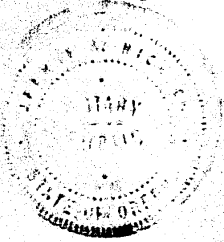
LAW OFFICES OF
MERRILL & O'SULLIVAN
327 N.W. GREENWOOD
BEND, OREGON 97701

STATE OF OREGON)
County of Deschutes) ss.

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October 16, 1974.

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 foregoing instrument pursuant to authority by the Board of Directors of the corporation. Before me:



Jeanne A. Jackson
Notary Public for Oregon
My Commission Expires: 7-16-75

5708
STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 16 day of Oct A.D. 1974 at 2:57 o'clock P. M. and recorded in Book 512 on Page 308 Record of Books
INDEX
ROSEMARY PATTERSON
County Clerk
By Jane Lubliner Deputy

*Central Oregon Escrow
358 E. Marshall
Bend, Ore.*

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