

10
AFTER RECORDING RETURN TO:
HENDRIX & BRINICH, LLP
716 NW Harriman
Bend, OR 97701
541/382.4980

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENWOLLO, COUNTY CLERK

2001-50804

\$75.00



0022398200100508040100105

10/16/2001 04:06:07 PM

D-D Cnt=1 Str=2 TRACY
\$50.00 \$11.00 \$10.00 \$5.00

BARGAIN AND SALE DEED

Until a change is requested,
all tax statements shall be
sent to the following address:

Ernest "Bud" Hutchinson
3872 SW 58th St.
Redmond, Or 97756

Ernest "Bud" Hutchinson, Grantor, bargains, sells and conveys to Ernest "Bud" Hutchinson, Grantee, the following described real property in Deschutes County, State of Oregon:

Lots one (1), two (2), three (3) and four (4), Block one (1), and Lots one (1), two (2) and three (3), Block two (2), Ranchette View Estates, Deschutes County, Oregon, and including all rights of way, streets and roads therein, and further subject to the covenants, conditions and restrictions for Ranchette View Estates, attached hereto as exhibit "A."

All within Deschutes County, Oregon.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

By execution of this instrument, Grantor certifies that Grantor is not a "foreign person" as that term is defined in the Internal Revenue Code, Section 1445.

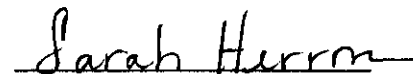
The true consideration for this conveyance is TEN DOLLARS (\$10.00) and other valuable consideration.


Ernest "Bud" Hutchinson

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me by Ernest "Bud" Hutchinson this 15th day of October, 2001.




Notary Public for Oregon
My Commission Expires: 7.25.05

DECLARATIONS, RESTRICTIONS, PROTECTIVE COVENANTS AND CONDITIONS
RANCHETTE VIEW ESTATES
DESCHUTES COUNTY, OREGON

WHEREAS, Ranchette View Estates was adopted and recorded as Deschutes County Subdivision, and

WHEREAS the declarant, Ernest J. Hutchinson, is the owner in fee simple of all real property within Ranchette View Estates, and the declarant has adopted these Covenants Conditions and Regulations in association with development of Ranchette View Estates, and

WHEREAS Ranchette View Estates is designed for both year round and mini-farm living, and

WHEREAS it is the intent of the declarant to maintain a controlled décor with continuity of building appearance being of primary importance to protect property values; and

WHEREAS restricting certain activities will preserve the property values of lots within Ranchette View Estates

NOW THEREFORE the following declaration sets forth the Declarations, Restrictions, Protective Covenants and Conditions for that real property described Lots one (1), two (2), three (3), and four (4) of Block one, and Lots one (1), two (2) and three (3) of Block two (2) of Ranchette View Estates, Deschutes County, Oregon, and including also all rights of way, streets and roads therein.

ARTICLE I: DEFINITIONS

Whenever used in the Declaration, the following terms shall have the following meanings:

- (1) "Association" shall mean RANCHETTE VIEW ESTATES PROPERTY OWNERS' ASSOCIATION, a nonprofit corporation organized under the laws of the State of Oregon, its successors and assigns.
- (2) "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of Ranchette View Estates.
- (3) "Ranchette View Estates" shall mean that real property described in the recital above and in the plat of Ranchette View Estates, Deschutes County, Oregon.
- (4) "Member" shall mean every person or entity who holds membership in the Association.
- (5) "Owner" shall mean the record owner whether one or more persons or entities, of fee simple title to any lot situated upon Ranchette View Estates, or a contract purchaser if his record owner retains such title merely to secure an obligation and is registered as a purchaser in the Association records.
- (6) "Roadway" means any street, highway or other thoroughfare as shown on the recorded

plat of Ranchette View Estates.

ARTICLE II: MEMBERSHIP

Membership in the Association is inferred from record ownership of the title to any lot situated upon Ranchette View Estates. Owners may decline membership by providing written notice of the owner's decision to decline membership. Said notice must be given within 10 days of taking title to any lot situated upon Ranchette View Estates.

Regardless of status as a member, every owner shall be subject by this declaration to assessment by the association.

There shall be no other qualification for membership except as set forth above. Membership shall terminate on transfer of fee simple title by an owner or the contract purchaser's interest by a contract purchaser who qualifies as a member. If any owner sells the Lot by contract of sale, upon written notification to the Association the owner's membership shall terminate and the contract purchaser's membership shall commence, subject to the provisions of this Article.

ARTICLE III: VOTING RIGHTS

All members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for each Lot shall be exercised as they among themselves determine, or if unable to agree, they may cast fractional votes proportionate to their ownership interests, but in no event shall more than one vote be cast with respect to any one Lot.

ARTICLE IV: COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association: (1) Regular annual or other regular periodic assessments or charges, and (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the following purposes:

- (a) Payment of the cost of maintaining the roads and signs at Ranchette View Estates;
- (b) Payment of taxes and assessments levied against the platted privately maintained roads;
- (c) Payment of the cost of insurance against liability arising out of the existence of the Association and its Board of Directors, representatives and agents, acting within the scope of their

authority on behalf of the Association, which insurance the Association is required to obtain and maintain at reasonable amounts at all times;

(d) Payment of the cost of enforcing the provisions contained in this Declaration and the covenants and provisions contained in any future Ranchette View Estates Declaration;

(e) Payment of costs incurred in collecting assessments; and

(f) Payment of expenses incurred in organizing the Ranchette View Estates Association, or any committee thereof, and of maintaining the same as a corporation.

Section 3. Periodic Assessments. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix a regular flat assessment upon a monthly, quarterly, or annual basis. Assessments shall be fixed at least 30 days in advance of each assessment period. Assessments shall be billed in writing and sent to each owner. Assessments are due within 30 days of the date billed. Assessments not paid when due accrue interest on the unpaid balance at the rate of 9% per annum simple interest. Periodic assessments shall not increase more than 8 percent per annum unless approval of members is obtained in the manner described in Section 4 for special assessments for capital improvements.

Section 4. Special Assessments for Capital Improvements. In addition to the periodic assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon private roads within Ranchette View Estates, including the necessary fixtures and personal property related thereto, provided that, except for repairs or replacements, any such assessment for structural alterations, capital additions or capital improvements reflecting an expenditure in excess of \$1,000 shall require the assent of a two-thirds (2/3) majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Quorum for Any Action Authorized Under Sections 3 and 4. At the meeting called, as provided in Section 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice of requirement set forth in Sections 3 and 4, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which no quorum was forthcoming.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments not paid within 30 days of the due date are delinquent. No earlier than 30 days after said assessment becomes due, the Secretary of the said Association is authorized to file in the office of the County Clerk or appropriate recorder of conveyances of Deschutes County, State of Oregon, a statement of the amount of any such charges or assessments, together with interest as aforesaid, which have become delinquent with respect to any Lot in Ranchette View Estates. Upon payment in full thereof the Secretary shall execute and file a proper release of the lien securing the same.

The aggregate amount of such assessments, together with interest, costs, and expenses and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the Lot, with respect to which it is fixed from the date the note of delinquency thereof is filed in the office of the

Deschutes County Clerk, or other appropriate recording office, until the same has been paid or released as herein provided. Such lien may be enforced by said Association in the manner provided by law with respect to liens upon real property. The Lot owner at the time said assessment is levied, shall be personally liable for the Association's attorney fees, costs, and disbursements (including without limitation deposition costs, expert and non expert witness fees, travel expenses, long distance telephone costs, and photocopying), of processing and, if necessary, enforcing such liens. Said attorney fees, costs and disbursements shall be secured by said lien, and such Owner at the time such assessment is levied, shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his dwelling unit, Lot, or building site.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be inferior, junior, and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon lien real property or any part thereof. 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 trust deed, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V: ARCHITECTURAL CONTROLS

Section 1. Approval Required. No improvement shall be erected, placed, altered, maintained or permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by the Board of Directors and any appropriate governmental entity. In the event the Association is not formed, and in any event until such time as it is formed, the Declarant or his successor or assigns shall serve as the approving authority in lieu of the Board of Directors.

Section 2. Procedure. Any Owner proposing to construct any improvements within Ranchette View Estates (including any exterior alteration, addition, destructions, or modification to any such improvements) shall follow the procedures and shall be subject to the approvals required by paragraphs 3 through 7 below. Failure to follow such procedures or obtain such approvals as required by paragraphs 3 through 7 below shall be deemed a breach of this Declaration.

Section 3. Requirements. The following requirements shall be met. Any Owner proposing to use, improve, or develop real property within Ranchette View Estates shall submit the following items for review:

(a) Site Plan. A professionally prepared site plan showing the location, size, configuration and layout of any building, structure, or improvement (or, where applicable, any alteration, addition, modification, or destruction thereto) including appurtenant facilities for parking, storage, fences, and vehicular and pedestrian traffic and circulation.

(b) Architectural Plans. Professionally prepared architectural plans and drawings showing the nature, style, and dimensions of any building, structure, fence, wall, barrier or deck (or, where applicable, any alteration, addition, modification or destruction thereof), including the exterior material types, colors and appearance. The scale of plans shall be 1/4 inch = 1 foot or larger. Color samples and material samples shall be provided upon request of the Board of Directors.

4 - DECLARATIONS, RESTRICTIONS, PROTECTIVE COVENANTS AND CONDITIONS

Section 4. Plan Review. All plans and drawings identified in paragraph 3 above, shall be submitted to the Board of Directors for review prior to the performance of any proposed work. Within 30 days following receipt of such plans and drawings the Board of Directors shall review the plans and shall inform the Owner in writing whether the plans conform to the development concept for Ranchette View Estates. In the event the Owner is not notified as to the conformity of the plans within the 30 day review period, the plans are conclusively presumed to be approved as submitted. In the event any of the plans do not conform to the property development concept, the Owner shall resubmit those nonconforming portions of the plans for review in accordance with the procedures outlined in paragraph 3 above, and this paragraph. No work may be performed relating to any improvement unless and until all aspects of all plans and drawings requiring governmental approval are submitted to and approved by Deschutes County in connection with the construction of any improvement in Ranchette View Estates and the plans and drawings must bear the signature showing prior written approval of the Board of Directors

Section 5. Architectural Guidelines. The development concept for Ranchette View Estates shall be determined by the Association in accordance with its bylaws, applicable statutes, ordinances, regulations, zoning and other governmental land use controls. Architectural guidelines setting forth various aspects of the development concept, in addition to the Declaration, may be published from time to time by the Association through the Board of Directors, but the Board of Directors shall not be required to do so. The Association shall have the right to alter, rescind or amend any published guideline without prior notice to any party, provided, however, that once approval has been given pursuant to paragraph 4 above, work may proceed in accordance with approved plans and drawings notwithstanding any changes in the development concept. All such guidelines shall be in general conformity with this Declaration.

Section 6. Inspection. All work related to any building, structure or improvement shall be performed in strict conformity with the plans and drawings approved under paragraph 4 above. The Board of Directors shall have the right to inspect any such work to determine its conformity with the approved plans and drawings, and reserves the right to order a stop to all work, if, in good faith it believes that any such work is nonconforming. In the event that it is determined in good faith by the Board of Directors that certain work is nonconforming, a stop work notice may be issued, without necessity of court order, which shall require the Owner to correct all nonconforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such nonconforming items shall be deemed a breach of this Declaration. The Association, The Board of Directors, or officer, director, employee, agent or servant of the Association shall not be responsible for any damages, loss, delay, cost or legal expense occasioned through a stop work notice given in good faith even if it is ultimately determined that such work was in conformity with the approved plans and drawings.

Section 7. Waiver. Any condition or provision of paragraphs 2 through 6 above, may be waived by the Association in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for Ranchette View Estates. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedures and approvals specified under paragraphs 2 through 6. The granting of a waiver as to one Owner shall not automatically entitle any other Owner to a waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representative of the Association and delivered to the party claiming the benefit of such waiver.

ARTICLE VI: RESTRICTIONS ON USE OF PROPERTY

5 - DECLARATIONS, RESTRICTIONS, PROTECTIVE COVENANTS AND CONDITIONS

Section 1. Each Lot shall be used for residential purposes only. No more than one (1) detached single family dwelling and not more than two (2) accessory buildings such as garages, workshops or stables be constructed or placed upon each Lot in the subdivision (excluding structures less than 50 square feet such as pumphouses).

Section 2. Mobile homes, campers, travel trailers, or similar units may not be used as dwellings. Said units may be parked on owners' lots if screened. The Board of Directors has sole jurisdiction to determine if adequate screening is utilized.

Section 3. All driveways must be composed of cinders, gravel, asphalt, concrete, or pavers.

Section 4. The floor area of constructed residences shall not be less than 1,800 square feet exclusive of one story porches and garages. The floor area and building height shall be reviewed by the Board of Directors prior to construction.

Section 5. Buildings must be suitable for year around use and must be placed on permanent foundations, consisting of concrete, brick, pumice blocks, or stone masonry. Pitch of the roof and size and spacing of ceiling joists must be adequate to withstand heavy snow packs. Roofs must be of shake, composition or metal roofs with color approved by the Board of Directors. All buildings, fences, and improvements must be constructed in workmanlike manner and kept in a condition of good repair. When fencing is installed on lots facing Hutchinson Way or SW 58th Street, the portion of the lots abutting said streets shall have uniform fencing constructed to the following specifications:

Posts and 3 rails, rails to be 3 inches to 3-1/2 inches in diameter, posts to be 5 inches to 7 inches in diameter set 10 feet apart. Posts and rails will measure 4 feet high from the ground.

Rails will be an equal distance apart.

Section 6. Setback lines shall be at least twenty-five (25) feet back from all Lot lines. Fences shall not exceed 72 inches in height. Fences must be constructed of properly finished material and must be approved in writing by the Board of Directors in advance of construction. Animal tight fencing and enclosures may be required by the Board of Directors.

Section 7. All land owners must comply with the laws and regulations of the State of Oregon, County of Deschutes, and any municipality applicable to fire protection, building construction, water, sanitation, and public health. Hunting or target shooting is prohibited.

Section 8. No more than 6 months' construction time shall elapse for the completion of a permanent dwelling. An exterior latrine shall be allowed only during the construction of a permanent residence.

Section 9. No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any lot. This provision, however, shall not be construed so as to prevent or prohibit an Owner from maintaining a personal professional library, keeping their personal business or professional records or accounts, handling their personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in the Owner's home. Nor shall this provision be construed so as to prohibit an Owner from parking one vehicle used in the Owner's business in Owner's garage or other

permitted screened enclosure.

Occupants of a residence are prohibited from leasing, renting, or subletting a portion of any residence for purposes of generating rental income. This provision shall not be construed so as to prohibit the rental or leasing of any residence for use as a dwelling unit for periods exceeding 28 days.

Section 10. The cutting or removal of living trees will only be permitted where necessary for the construction of buildings or thinning for beautification of the property.

Section 11. All garbage, trash, cuttings, refuse, garbage and refuse containers, fuel tanks, clothes lines and other service facilities shall be screened from view from neighboring units.

Section 12. Each lot and its improvements shall be maintained in a clean and attractive condition in good repair and in such fashion as not to create a fire hazard. No property owner shall litter their property with wood, paper, equipment, metal objects or other objects i.e. car or other vehicle parts, thus, causing a visual disturbance to the continuity of the neighboring properties.

Section 13. Septic tanks and drainfields must meet County Health Department standards.

Section 14. Licensed motor vehicles only may be operated within Ranchette View Estates. Operation of motor vehicles is restricted to public and private roads and driveways. Recreational vehicle or motorcycle riding is strictly prohibited other than for ingress or egress to an owners property.

Section 15. Buildings shall not be constructed that will partially or fully obstruct the view from any nearby homesites.

Section 16. No animals other than domestic household pets and livestock shall be kept on any part of Ranchette View Estates without prior written approval of the Board of Directors. No offensive livestock (turkeys, pigs, swine are allowed). All animals including dogs must be kept within the confines of the property or on a leash to protect the residents and their animals from any nuisance factors.

Section 17. No commercial television antenna, radio antenna, satellite antenna, cell phone antenna, wireless communications device antenna or other receiving or transmitting device shall be placed on any lot without the Board of Directors' prior written consent. Satellite antennas shall be screened from view and may not be placed on roofs or in front yards except as allowed by the Board of Directors.

Personal antennas for HAM radio operation are permitted if adequately camouflaged. The Board of Directors has sole jurisdiction to determine if HAM radio antennas are adequately camouflaged.

Section 18. Subletting of the whole or any portion of any lot is prohibited.

Section 19. All outdoor lighting, including without limitation bug lights and zappers are subject to plan review and approval.

Section 20. The Board of Directors, is the sole judge of compliance with this Article.

ARTICLE VII: GENERAL PROVISIONS

7 - DECLARATIONS, RESTRICTIONS, PROTECTIVE COVENANTS AND CONDITIONS

Section 1. Enforcement. The Association or the owner of any recorded mortgage upon any part of Ranchette View Estates, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any owner constructs or permits to be constructed on his property any improvement or allows the condition of his property to violate any provision of this Declaration, the Association or any Owner, or the owner of any recorded mortgage upon any part of Ranchette View Estates may no sooner than 60 days after delivery to such owner of written notice of the violation enter upon the offending property and remove the cause of such violation, or alter, repair, or change the item which is in violation of such Declaration in such manner as to make it conform thereto, with the reasonable cost of such action to be a charge against the owner's land.

In any action by the Association to enforce the declaration, the prevailing party is entitled to an award of its reasonable attorney fees at trial and on appeal, and to an award of its costs and disbursements, including without limitation, deposition costs, long distance telephone, travel, expert and nonexpert witness fees, and photocopying.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration 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 subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended at any time by vote conducted by the Association and evidenced by an instrument signed by the Chairperson of the Board of Directors of the Association. Any amendment must be adopted by vote or agreement of those members representing 75% of the lot ownership interests. All such amendments must be recorded in the appropriate Deed Records of Deschutes County, Oregon, to be effective.

Section 4. No Right of Reversion. Nothing herein contained in this Declaration, or in any form of deed which may be used by Declarant, or its successors or assigns, in selling Ranchette View Estates, or any part thereof, shall be deemed to vest or reserve in Declarant any right of reversion or re-entry for breach of violation of any one or more of the provisions hereof.

Section 5. Benefit of Provisions; Waiver. The provisions contained in the Declaration shall bind and inure to the benefit of and be enforceable by the Association and the owner or owners of any portion of Ranchette View Estates, and their heirs and assigns, and failure by the Association or by any of the property owners or their legal representatives, heirs, successors, or assigns, and each of their legal representatives, heirs, successors, or assigns, to enforce any of such conditions, restrictions, or changes herein contained shall in no event be deemed a waiver of the right to do so.

Section 6. Books and Records. The books and records of the Association, upon demand, in writing, stating the purpose thereof, may be inspected by any member, or his attorney or agent, for any proper purpose, at any reasonable time.

Section 7. Dispute Resolution. In the event the Association or any member seeks to enforce rights created by this declaration, prior to filing an action seeking damages, specific performance, injunction, or any other form of relief, the parties to the dispute must submit the facts of the dispute to non-binding arbitration. Arbitration shall be completed within 90 days of submitting written notice of the dispute to the Association, or if the Association initiates the action, within 90 days of service of written notice of the dispute on the member(s). Written notice shall contain a statement of the nature of the dispute, the facts giving rise to the dispute and the declaration section, bylaw, rule, statute or ordinance upon which the party relies. Arbitration rules of procedures shall be those adopted by the American Arbitration Association. The prevailing party shall be awarded their reasonable costs, disbursements, and attorney fees, which award shall attach as a lien against an owner's real property as authorized in Article IV.

Dated this 20th day of Sept., 2001,

Declarant:

Ernest J. Hutchinson

Ernest J. Hutchinson

Acknowledged before me by Ernest J. Hutchinson on this 20 day of Sept, 2001.



Sarah Herron
Notary Public for Oregon
My commission expires: 7-25-05

RANCHETTE VIEW ESTATES

LOCATED IN THE SW 1/4 NE 1/4 SEC. 25,
T.15S, R.12E, W.M., DESCHUTES COUNTY,
OREGON.

PLAT NO 476

FILED

SEP 21 1979
ROBERTA MATTHEWSON
DEPUTY CLERK

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT ELMER CHRISTIE AND CHILDREN
CHRISTIE AS OWNERS IN FEE SIMPLE OF THE LANDS SHOWN ON THIS PLAT, HAVE CAUSED
SAY LANDS TO BE SURVEYED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS
AS SHOWN ON SAID PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC, FOREVER, ALL
STREETS AND EASEMENTS AS SHOWN ON SAID PLAT AND DO HEREBY GUARANTEE FOR ADEQUATE
AND REASONABLE PLAT OF RANCHETTE VIEW ESTATES, HERETOFORE TO BE SO KNOWN
VESTED INTEREST:

ACKNOWLEDGEMENT

ON THIS 20 DAY OF December, 1979, BEFORE ME APPEARED ELMER CHRISTIE, MINORED
CHRISTIE, ERNEST MATTHEWSON AND MARTHA MATTHEWSON TO ME PERSONALLY KNOWN TO BE
THE IDENTICAL PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND
WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY
FOR THE PURPOSES HEREIN INTAID.

20 DAY OF December, 1979

APPROVALS

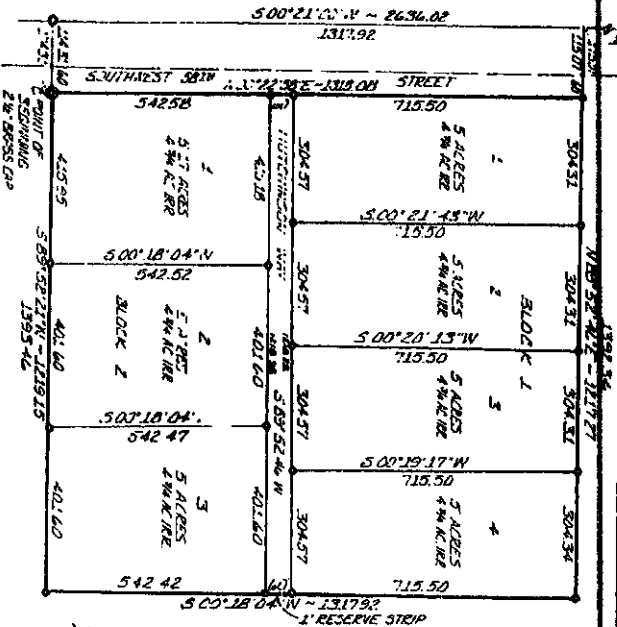
COUNTY ASSESSOR	_____	1980
I HEREBY CERTIFY THAT ALL TAXES ARE PAID AS OF THIS DATE	_____	1980
COUNTY TREASURER & TAX COLLECTOR	_____	1980
COUNTY SURVEYOR	Elmer M. Christie	1/4 1980
COUNTY ENGINEER	David M. Christie	1/8 1980
COUNTY HEALTHS OFFICER	John C. Anderson	8-20 1980
COUNTY PLANNING DIRECTOR	John C. Anderson	3-20 1980
COUNTY ENGINEER	John C. Anderson	2-7 1980
COUNTY SANITARIAN	John C. Anderson	2-19 1980
COUNTY COMMISSIONER	John C. Anderson	2-19 1980
COUNTY COMMISSIONER	John C. Anderson	2-19 1980
COUNTY COMMISSIONER	John C. Anderson	2-19 1980

I HEREBY CERTIFY THAT ALL ADJUDICATED TAXES, SPECIAL ASSESSMENTS, FEES AND OTHER
CHARGES REQUIRED BY LAW TO BE PLACED ON THE 1980 TAX ROLL, WHICH BECAME OR WILL
BECOME A LIEN ON THIS SUBDIVISION DURING THIS CALENDAR YEAR BUT NOT YET CERTIFIED TO THE
TAX COLLECTOR FOR COLLECTION HAVE PAID TO ME

I, GEORGE J. DICK, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, BEING
FIRST DULY SWORN, DO HEREBY CERTIFY THAT I HAVE CAREFULLY SURVEYED AND MARKED WITH PROPER MONU-
MENTS THE LANDS SHOWN ON THIS PLAT OF RANCHETTE VIEW ESTATES, LOCATED IN THE SOUTH-
WEST ONE-QUARTER NORTHWEST ONE-QUARTER SECTION TWENTY-FIVE (25),
TOWNSHIP TWENTY (20) SOUTH RANGE TWENTY (20) EAST, W.M., DESCHUTES COUNTY, OREGON, SAID
LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

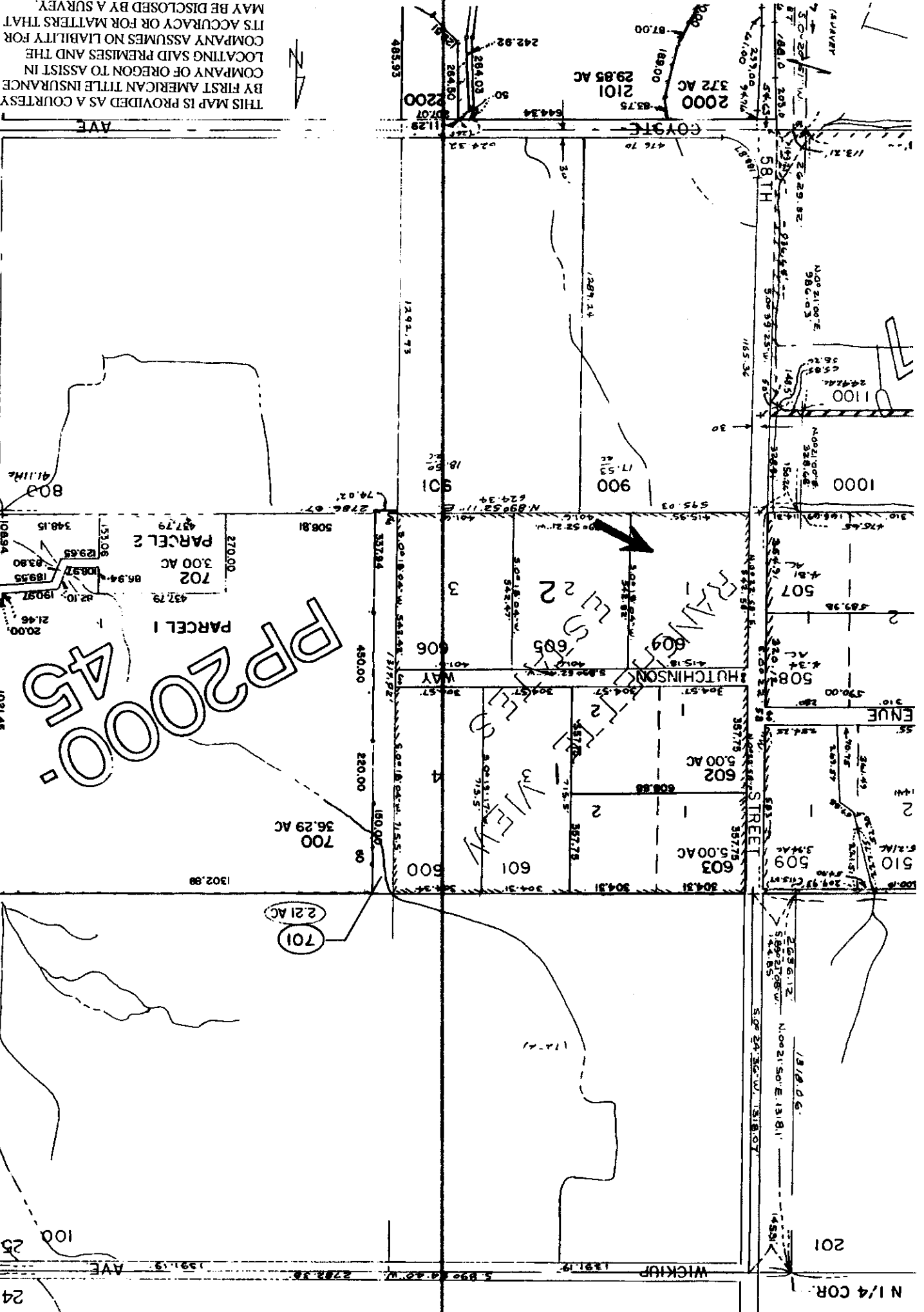
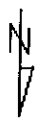
COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 25, BEING A ONE (1) INCH IRON
ROD, THENCE SOUTH 01° 02' 00" WEST 26.36 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SAID
SECTION 25, THENCE NORTH 89° 12' 21" EAST 174.51 FEET ALONG THE SOUTH LINE OF THE SOUTH
ONE-QUARTER NORTHWEST ONE-QUARTER SECTION 25 TO THE EASTERN RIGHT-OF-WAY
LINE OF SOUTHWEST SEVEN STREET, BEING A 4.18 INCH BRASS CAP AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 01° 02' 00" WEST 131.00 FEET ALONG SAID EASTERN RIGHT-OF-WAY LINE OF SOUTH-
WEST SEVEN STREET TO THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER NORTHWEST ONE-QUARTER
SECTION 25, BEING 121.27 FEET ALONG SAID NORTH LINE OF SAID SOUTHWEST ONE-QUARTER NORTHWEST ONE-QUARTER
SECTION 25 TO THE NORTHWEST CORNER, THENCE SOUTH 01° 02' 00" WEST 131.27 FEET ALONG THE EAST LINE OF SAID
SOUTHWEST ONE-QUARTER NORTHWEST ONE-QUARTER SECTION 25 TO THE WEST CORNER, THENCE SOUTH 89° 12' 21" WEST 174.51
FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER NORTHWEST ONE-QUARTER SECTION 25 TO THE EASTERN RIGHT-OF-WAY
LINE OF SOUTHWEST SEVEN STREET TO THE TRUE POINT OF BEGINNING, CONTAINING 56.44 ACRES, MORE OR LESS.
ALL LOT CORNERS ARE MARKED WITH 1/2" X 3/4" IRON RODS, AND ALL BLOCK CORNERS AND STREET
CORNERS ARE MARKED WITH 3/4" X 1 1/2" IRON RODS. ALL DEDICATED ARE MARKED WITH IRON WIRE
STAKES.

RECORDS FOR THIS PLAT ARE BASED ON A SURVEY
MADE BY ME DATED 7-11-73 ON FILE WITH THE DESCHUTES
COUNTY SURVEYORS OFFICE.



2-26-80
George J. Dick

THIS MAP IS PROVIDED AS A COURTESY
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COMPANY OF OREGON TO ASSIST IN
LOCATING SAID PREMISES AND THE
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See Map 15 13 30