

VOL: 2001 PAGE: 9044
RE-RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



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Printed: 02/28/2001 09:55:20

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Feb. 28, 2001; 9:33 a.m.

RECEIPT NO: 32476

DOCUMENT TYPE: Deed

FEE PAID: \$46.00

NUMBER OF PAGES: 4

A handwritten signature in black ink that reads "Mary Sue Penhollow". The signature is written in a cursive, flowing style.

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

2001-9044-1

VOL: 2001 PAGE: 8275
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



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Printed: 02/23/2001 15:10:09

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Feb. 23, 2001; 2:53 p.m.

RECEIPT NO: 32332

DOCUMENT TYPE: Deed

FEE PAID: \$31.00

NUMBER OF PAGES: 1

Mary Sue Penhollow

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

37-160345 TH 10150050 BW

2001-9044-2
2001-8275-1



After recording return to:
James K. Mirabell
125 Merritt Way
Sacramento, CA 95864-6978

Until a change is requested all tax statements shall be sent to the following address:
James K. Mirabell
125 Merritt Way
Sacramento, CA 95864-6978

Escrow No. 0150050
Title No. 160345-TH

THIS SPACE RESERVED FOR RECORDER'S USE

~~READ & APPROVED
DATE~~

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 323
BEND, OR 97709

"Rerecorded to add exhibit previously ~~not~~ recorded in Book 2001 page 8275"

STATUTORY WARRANTY DEED

RIVER'S EDGE INVESTMENTS, LLC, Grantor, conveys and warrants to JAMES K. MIRABELL and SUSAN J. MIRABELL, husband and wife, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

Lot 67 RIVER'S EDGE VILLAGE, PHASE VIII, City of Bend, Deschutes County, Oregon.

This property is free of liens and encumbrances, EXCEPT:
Easements, Covenants, Conditions and Restrictions of record, if any, and see Exhibits attached hereto and made a part hereof.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT 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.

The true consideration for this conveyance is \$69,750.00 (Here comply with the requirements of ORS 93.030)

Dated this 13 day of February, 2001.

RIVER'S EDGE INVESTMENTS, LLC

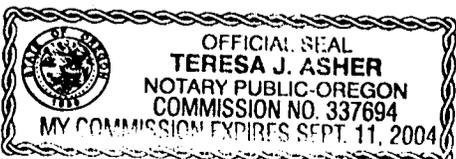
By: Mary Lou Purcell
Mary Lou Purcell, Trustee, Member

By: Clyde W. Purcell
Clyde W. Purcell, Member

By: Wayne Purcell
Wayne Purcell, Member

STATE OF OREGON
County of Deschutes } ss.

This instrument was acknowledged before me on this 13 day of February, 2001 by Mary Lou Purcell, Trustee; Clyde W. Purcell and Wayne Purcell as Members of RIVER'S EDGE INVESTMENTS, LLC



Teresa Asher
Notary Public for Oregon
My commission expires: 9/11/04

SUBMISSION AND APPROVAL STATEMENT

Signature(s) at the bottom of this document are verification that I/we have received, read and agree with the entirety of the following documents regarding the purchase of property at River's Edge. These exhibits are contingencies and become a part of the Earnest Money Agreement:

Golf Palisades Documents:

- JM - JGM Exhibit "A" For Golf Palisades (River's Edge Phase VIII)
- JM - JGM Exhibit "B" Disclosure Statement (New Construction Committee Approval)
- JM - JGM Modifications Committee and New Construction Committee Rules and Guidelines
- JM - JGM New Construction Committee Construction Submittal Form and Application
- JM - JGM Declarations, Restrictions, Protective Covenants & Conditions Golf Palisades Phase VIII
- JM - JGM Golf Palisades By-Laws of Owners Association
- JM - JGM Golf Palisades Rules and Regulations
- JM - JGM New Construction Committee Fine Schedule
- JM - JGM River's Edge Plant List as of February 24, 2000

Upper River's Edge Documents:

- JM - JGM Declarations, Restrictions, Protective Covenants & Conditions Upper Rivers Edge And Supplemental For River's Edge Phase VIII
- JM - JGM Upper River's Edge By-Laws of Owners Association
- JM - JGM Upper River's Edge Rules and Regulations

By my/our signature(s), I/we acknowledge receipt of, understanding of and agreement to the above documents.

Signature Juan K. Mirabel Date 2-22-01

Signature Juan J. Mirabel Date 2-22-01

River's Edge Phase VIII

2001-9044-4

1/5/01

EXHIBIT "A"

EXHIBIT "A" PURCHASER(S), his\her heirs, successors and assigns agrees to abide by the following conditions:

1. Home must be completed within eight (8) months of start of construction.
2. It is understood buildings shall be a single family home. Lots may not be split and or partitioned.
3. Building Requirements:
Homes will be at least 1800 square feet plus a garage measuring 22 ft. X 22 ft.
4. Materials:
 - A. Will substantially conform to the architecture and material used by River's Edge development and shall be subject to review and approval by the New Construction Committee as outlined in the Golf Palisades CC&R'S.
 - B. Roofs shall be wood shake, tile or approved Comp Shingle per 40 year samples.
 - C. Siding may be horizontal "LP type" lap siding with a wood-cedar look approved by the New Construction Committee.
 - D. All driveways will be concrete, Asphalt or Brick Pavers and be connected to the street.
5. Prior to construction, plans and the appropriate fees will be submitted in accordance with the Golf Palisades MC and NCC Rules and Regulations to the New Construction Committee. All materials, plant removal, grading and plans are subject to The New Construction Committee approval. All new construction, modifications and or alterations must comply with the NCC Rules, Regulations and materials list, before they may be approved by the MC or NCC.
6. Setbacks from the Building Line and Golf Course: No Structure, of any type, shall be built beyond or within the Building Line setback to the Golf Course without the express written consent of the Declarant. No consent to place a structure within the setback shall constitute a waiver of the requirement for this lot or any other lot within River's Edge.
7. SELLERS make no representations regarding the development being a gated community.
8. SELLERS make no representations regarding landscaping of any areas including common areas.
9. PURCHASER(S) his\her heirs, successors and assigns understands The Riverhouse and/or River's Edge owns land adjacent to purchaser's property and understands The Riverhouse and/or River's Edge intends to re-zone this property as commercial property. PURCHASER(S) his\her heirs, successors and assigns agrees not to oppose The Riverhouse and/or River's Edge in this process or do anything that would aid in preventing The Riverhouse and/or River's Edge from attaining a commercial or RH zone for this property.
10. Purchaser agrees to pay appropriate Homeowners Association dues and assessments.
11. The River's Edge Investments LLC makes no representations regarding rockfill placement and assumes no responsibility or liability for placement of the rockfill or for placement of any structures located thereon.

Signed by PURCHASER: James K. Mitchell Date: 2-22-01

Signing for RIVER'S EDGE: _____ Date: _____