

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 through 18, Block 1, Lots 1 through 16, Block 2, Lots 1 through 9, Block 3, and Lots 1 through 7, Block 4, Sun Country Estates, 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 not be less than 600 square feet. Mobile homes are acceptable, providing they meet all State of Oregon and Deschutes County Building Codes.

2. Completion of Construction: All buildings shall be completed and the exterior of the building painted within two years from the time construction was 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: 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 twenty-five (25) 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 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, to enforce any of such Conditions or Restrictions shall in no event be deemed a waiver of the right to do so thereafter.

7. 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 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 fee, in such suit or action.

DATED this 24<sup>th</sup> day of May, 1976

SUN COUNTRY LAND & GATLE CORP.

By: Wayne Roan, Pres  
President

By: Alice Roan  
Secretary

STATE OF OREGON, County of Deschutes)ss.

May 25, 1976

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:

Nancy D. Smith  
Notary Public for Oregon  
My commission expires: 3/5/80

18725

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 27 day of May, A.D. 1976 at 2:31 o'clock P. M. and recorded in Book 232 on Page 30 Records of Deschutes

ROSEMARY PATTERSON  
County Clerk

By Cyrus DeFazio Deputy

Central Oregon Escrow  
P. O. Box 567  
Bend Ore 97701