## SPECIAL WARRANTY DEED

LUCILE S. LEE, hereinafter called "Grantor", conveys to SUN COUNTRY LAND AND CATTLE CORP., an Oregon comporation, hereinafter called "Grantee", all that real property situated in Deschutes County, State of Oregon, described as:

Lot 31 , Block in Holmes Acres, Deschutes County, Oregon,

SUBJECT TO the Declaration of Conditions and Restrictions, recorded <u>June 28</u>
1974, in Volume 207 . Page 935 , records, Deschutes County, Cregon.

and covenants that it is free from encumbrances created by Grantor, except as aforesaid, and that Grantor will warrant and defend the same against all persons who may lawfully claim by, through or under Grantor. That Grantor makes no warranties either express or implied except as contained herein.

LUCILE S. LEE;

By: CENTRAL OREGON ESCROW SERVICE, INC.

Stie: Secretary

Her true and lawful attorney.

EXELECT "A"

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SE DESCRIPTION AFRICE
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ARREST AC.

STATE OF OREGON )
County of Descirates )

On this 6th day of September . 15 74, before ne appeared Dearne & Bickson , known to me personally, who being duly sword the say that he is the secretary of CENTRAL ORIGON ESCROW SERVICE, INC., the within makes comporation, and that the seal affixed to said instrument is the comporate seal of said comporation, and that the said instrument was signed and sealed in behalf of said comporation by authority of its board of Directors, and he acknowledged said instrument to be the free act and deed of said comporation.

BEFURE NE:

Notary Public 10: Gregor.
No Commission Expires: 8-20-75

Page 2 - SPECIAL MARRANTY DEED

STATE OF OREGON

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# 50.58

DECLARATIONS, RESTRICTIONS, PROTECTIVE COVENANTS AND CONDITIONS

for

THE BARCLAY MEADOWS DESCRIPTES COUNTY, OREGON

THIS DECLARATION made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarant":

WHEREAS, Declarant is the owner of certain real property in the county of Deschutes, state of Oregin, hereinafter referred to as "Said Property", more particularly described as follows:

Commencing at the initial point which is the East one-quarter corner of Section 4, Township 15 South, Range 10 East, of the Willamette Meridian, Deschutes County, Oregon; thence along the east-west center line of said Section 4, South 89° 49'54" West, 2494.99 feet; thence leaving said line North 00 06'26" East, 109.11 feet; thence North 89° 21' 24" West, 147.36 feet to a point on the centerline of Wilt Road (Camp Polk Road); thence along said centerline North 00°05'01" West, 376.81 feet; thence leaving said centerline and along the northerly right-of-way of Barclay Drive North 89 54'59" East, 85.00 feet; thence along the arc of a 1856.28 foot radius curve to the left, 1108.59 feet, (the long chord of which bears North 72° 48' 27" East, 1092.18 feet); thence along the arc of a 2492.74 foot radius curve to the right, 361.58 feet, (the chord of which bears North 59°51'16" East, 361.26 feet); thence leaving said right-of-way line NORTH, 315.84 feet; thence WEST, 400.00 feet; thence NORTH, 434.83 feet to a point on the southeasterly right-of-way of the Sisters Airport runway: thence along said rightof-way North 41°13'26" East, 1162.27 feet to a point on the north line of said Section 4; thence along said line North 89.09'21" East, 484.01 feet; thence leaving said line South 10 33 02" East, 1043.62 feet to a point on the northerly right-of-way of Barclay Lane; thence along said right-of-way along the arc of a 60.00 foot radius curve to the right, 96.68 feet, (the chord of which bears South 36.08.00" East, 86.55 feet); thence along the arc of a 200.00 foot radius

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Protective Covenants and Conditions

curve to the left, 164.93 feet, (the long chord of which bears South 13'35'52" East, 160.30 feet); thence along the arc of a 230.00 foot radius curve to the right, 74.29 feet, (the long chord of which hears South 27.58'11" East, 73.96 feet); thence South 18°05'45" East, 60.03 feet; thence along the easterly right-of-way of Barclay Court, South 11' 13'21" East, 50.00 feet; thence along the arc of a 330.00 foot radius curve to the left, 170.07 feet, (the long chord of which bears South 25'59'10" East, 168.19 feet); thence along the arc of a 460.00 foot radius curve to the right, 327.16 feet, (the long chord of which bears South 20° 22'30" East, 320.31 feet); thence SOUTH, 145.00 feet; thence along the arc of a 450.00 foot radius curve to the left, 272.13 feet, (the long chord of which bears South 17 19'27" East, 268.00 feet]; thence along the arc of a 50.00 foot radius curve to the left, 35.76 feet, (the long chord of which bears South 55'08'07" East, 35.00 feet[; thence along the arc of a 50.00 foot radius curve to the right 183.41 feet, (the chord of which bears South 29 27 56 West, 96.55 feet); thence leaving said right-of-way, South 44° 33° 16" West, 330.79 feet to the east one-quarter corner of said Section 4 which is the initial point of this subdivision.

- 1. EXCEPTING THEREFROM: A tract of land containing 7.21 acres, lying in the Northeast one-quarter of said Section 4, T.15 S., R. 10 E., W.M., Deschutes County Oregon; the aforesaid tract being described and shown on the annexed plat of BARCLAY MEADOWS, as "EXHIBIT A".
- 2. EXCEPTING THEREFROM: the easterly 30.00 feet of Wilt Road (Camp Polk Road) lying within said plat boundary.

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Protective Covenants and Conditions

### ARTICLE I

### DEFINITIONS

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

- "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of said property, or subdivided parcels of any such plat.
- "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot situated upon said property, or a contract purchaser if his record owner retains such title merely to secure an obligation and is registered as a purchaser.
- "Roadway" means any street, highway or other thoroughfare as shown on the recorded plat of said property.

### ARTICLE II

# SUBJECTION ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. At any time before January 31, 1999, Declarant, its successors and assigns, shall have the right to bring within the scheme of this declaration additional properties in future stages of development if such additions are in accord with a general plan of development prepared prior to the sale of any lot and made known to every purchaser prior to a sale to such purchaser.

Such general plan of development shall show the proposed additions to said property and contain:

- The general indication of size and location of each additional development stage and proposed land uses in each;
- (b) The approximate size and location of the common area proposed for each stage.

Unless otherwise stated therein, such general plan shall not bind Declarant, its successors and assigns, to make the proposed additions or to adhere to the plan in any subsequent development of the land shown therein.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing of record a supplemental declaration of covenants and restrictions with respect to the additional property. Such supplemental declaration may contain such additions and modifications of the covenants and restrictions contained in the declaration as may be necessary to reflect the different character, if any, of the added property. In no event, however, shall such supplemental declaration revoke, modify, or add to the covenants established by this declaration with respect to said property.

Section 3. Additions Not in Accordance with the General Plan of Development. Additions which are not in accord with the general plan of development may be made by the Declarant or any other owner of property, who with Declarant's consent desires to add such property to the scheme of this declaration.

#### ARTICLE III

### RESTRICTIONS ON USE OF PROPERTY

Section 1. Each Lot shall be used for residential purposes only, nor shall more that one (1) detached single family dwelling not to exceed two (2) stories in height and not more than one (1) double garage or carport and three (3) accessory buildings such as workshops or stables be constructed or placed upon each Lot in the subdivision.

Section 2. No mobile homes, campers, travel trailers, or similar units permitted.

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

Section 4. The floor area of constructed residences shall not be less than 1,200 square feet exclusive of one story porches and garages.

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 constructed in workmanlike manner and kept in a conditions of good repair. Exposed portion of foundation must be painted or sided if more that 12" above the ground. Exteriors to be finished with natural materials with a rustic appearance.

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Protective Covenants and Conditions

- Section 6. Setback line shall be at least fifty (50) feet back from all Lot lines to any structure upon the Lot with the exception of a fence, not to exceed 72 inches in height. Fences must be constructed of properly finished muterial and shall harmonize with the surroundings.
- Section 7. All land owners must comply with the laws and regu tions of the state of Oregon, county of Deschutes, and any municipality applicable to fire protection, building construction, water, sanitation, and public health.
- Section 8. No more than 18 months construction time shall elapse for the completion of a permanent dwelling nor shall a temporary dwelling be used as living quarters except during the construction of a permanent dwelling. An exterior latrine shall be allowed only during the construction of a permanent residence.
- Section 9. No commercial, professional, noxious, or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- Section 10. The cutting or removal of living trees will only be permitted where necessary for the construction of buildings or thinning for the 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.
- Section 13. No motorized vehicles other than automobiles or small farm tractors may be operated on property.
- Section 14. Buildings shall not be constructed that will fully or partially obstruct the view of any nearby homesites.
- Section 15. No animals other than domestic household pets and farm animals shall be kept on any part of said property.

# ARTICLE LV

# GENERAL PROVISIONS

- Section 1. Enforcement. The Owner or the owner of any recorded mortgage upon any part of Said Property, shall have the right to enforce, by any proceeding at law or in equity,
- Page 5 Declarations, Restrictions,
  Protective Covenants and Conditions

all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the providions of this Meclaration. Failure by any Owner to enforce any covenant or mestriction 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 Owner, or the owner of any recorded mortgage upon any part of Said Property 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.

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 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 Delcaration 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 during the first twenty-five (25) year period by an instrument signed by members entitled to cast not less than seventy-five percent (75%) of the votes. 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 Declaration, or its successors or assigns, in selling Said Property, or any part thereof, shall be deemed to vest or reserve in Declaration, 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 Declaration, and the owner or owners of any portion of said property, and their heirs and assigns, and each of their legal representatives, and failure by Declaration or by any of the property owners or their legal representatives, heirs, successors, or assigns, to enforce any of such conditions,

Page - 6 - Declarations, Restrictions, Protective Covenants and Conditions restrictions, or charges herein contained shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, the owner of all Said Property, has hereunto caused these presents to be executed this 1st day of October , 1974.

BROOKS RESOURCES CORPORATION

By William Z Lan-

STATE OF OREGON, County of Deschutes ) ss.

Personally appeared WILLIAM L. SMITH, who, being sworn, stated that he is the President of BROOKS RESOURCES CORPORATION and that this instrument was voluntarily signed in behalf of the corporation by authority of its Board of Directors.

Before Me:

Notary Public for Oregon
My Commission Expires: 6-18-78

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Page - 7 - Declarations, Restrictions,
Protective Covenants and Conditions

DECLARATION
SUBJECTING BARCLAY MEADOWS FIRST ADDITION
TO

DECLARATIONS, RESTRICTIONS,
PROTECTIVE COVENANTS AND CONDITIONS
FOR

THE BARCLAY MEADOWS
DESCHUTES COUNTY, OREGON

The Developer does hereby declare and provide that the property described in Exhibit "A" attached hereto and incorporated herein by this reference, shall be subject to all terms and provisions of the Declarations, Restrictions, Protective Covenants and Conditions for The Barclay Meadows, Deschutes County, Oregon, recorded October 4, 1974, in Vol. 211, Page 804, Record of Deeds, Deschutes County, Oregon.

IN WITNESS WHEREOF, Brooks Resources Corporation has executed this Declaration this 30th day of December, 1975.

BROOKS RESOURCES CORPORATION

By William Z In

STATE OF OREGON, County of Deschutes, ss:

December 30, 1975

Personally appeared the above named W. L. Smith, who, being sworn, stated that he is the President of Brooks Resources Corporation and that this instrument was voluntary signed in behalf of the corporation by authority of its Board of Directors. Before me:

Notary Public for Oregon

My Commission expires\_

GRAY, FANCHER, HOLMES & HURLEY

ATTORNEYS AT LAW 1044 N.W. BOND STREET BEND, DREGON 97701

#### DESCRIPTION SHEET

A portion of the West Half (Wz) of Section Three (3) and the Northeast Quarter (NEX) of Section Four (4) in Township Fifteen (15) South, Range Ten (10), Deschutes County, Oregon, East of the Willamette Meridien, described as follows:

Commencing at the initial point which is the northwest corner of Section 3, Township 15 South, Renge 10 East of the Willamette Meridian, Deschutes County, Oregon: thence North 89°09' 21" East along the north line of said Section 3, 686.83 feet to a point on the centerline of Indian Ford Creek, said line also being the westerly boundary of The Barclay Place: thence along said line South 41°30'04" East, 192.51 feet; thence South 18043'39" East, 71.75 fort; thence South 41036'21" East, 115.78 feet; thence South 30°06'46" East, 497.30 feed; thence South 25°25'05" East, 353.26 feet; thence South 27°11'51" East, 431.86 feet; thence South 12°53'18" East, 749.48 feet; thence South 11°53'03" East, 974.68 feet; thence South 03°06'14" East, 223.61 feet; thence leaving said centerline and along the southerly boundary of The Barclay Place, South 89°53'25" East, 744.52 feet to a point on the north-south centerline of said Section 3; thence along said line South 00°06'35" West, 1911.88 feet to the south one-quarter corner of said Section 3; thence along the south line of said Section 3, South 89° 02'35" West, 2629.89 feet to the southwest corner of said Section3; thence along the west line of said Section 3, North 00°02'40" West, 2665.07 fect to the west one-quarter corner of said Section 3; thence along the easterly boundary of the plat of Barclay Meadows North 44333'16" East, 330.79 feet to a point on the southwesterly right-ofway of Parclay Court; thence along said right-of-way and continuing along said boundary along the arc of a 50.00 foot radius curve to the left, 183.41 feet, (the chord of which bears North 29°27'56" East, 96.55 feet); thence along the arc of a 50.00 foot radius curve to the right, 35.76 feet, (the long chord of which bears North 55°08'07" West, 35.00 feet); thence along the arc of a 450.00 foot radius curve to the right, 272.13 feet, (the long chord of which bears North 17°19'27" West, 268.00 feet); thence due NORTH, 145.00 feet; thence along the arc of a 460.00 foot radius curve to the left, 327.16 feet, (the long chord of which bears North 20°22'30" West, 320.31 feet); thence along the arc of a 330.00 foot radius curve to the right. 170.07 feet, (the long chord of which bears North 25°59'10" West, 168.19 feet); thence North 11°13"21" West, 50.00 fect to a point on the southerly right-of-way of Barclay Drive; thence leaving the right-of-way of Barclay Court and continuing along the easterly boundary of Barclay Meadows, North 13°05'45" West, 60.03 feet to a point on the northerly right-of-way of Barclay Drive, said point also being on the casterly right-of-way of Barclay Lune; thence along said right-of-way and continuing along said boundary along the arc of a 230.00 foot radius curve to the left, 74.29 feet, (the long chord of which bears North 27°58'11" West, 73.96 feet); thence along the arc of a 200.00 foot radius curve to the right, 164.93 feet, (the long chord of which bears North 13°35'52" West, 160.30 feet); thence along the arc of a 60.00 foot radius curve to the left, 96.68 feet, (the chord of which bears North 36°08'00" West, 86.55 feet); thence leaving said right-of-way and continuing along said boundary, North 10°33'02" West, 1043.62 feet to a point on the north line of Section 4, Township 15 South, Range 10 East, W.M. Deschutes County, Oregon; thence leaving said boundary and along the north line of said Section 4, North 89°09'21" East, 350.00 feet to the northwest corner of said Section 3 which is the initial point of this subdivision.

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EXCEPTING THEREFROM: A tract of land containing 3.75 acres, lying in the SELSWL, Section 3, T. 15 S., R. 10. E., W.M., Deschutes County, Oregon; the aforesaid tract being described and shown on the annexed plat of BARCLAY MEADOWS, FIRST ADDITION marked "Exhibit A".

10244

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the day of follow Page No. 19 Cat Y. D'clock O. M., and recorded in Book on Page No. Recorded of M. ROSEMARY PATTERSON

ROSEMARY PATTERSON

Syllelling S. Depute

#### AMENDMENT

TO

### DECLARATIONS, RESTRICTIONS

### PROTECTIVE COVENANTS AND CONDITIONS

FOR

### THE BARCLAY MEADOWS DESCHUTES COUNTY, OREGON

The purpose of this instrument is to amend those certain Declarations, Restrictions, Protective Covenants and Conditions (hereafter referred to as Declarations) for The Barclay Meadows, Deschutes County, Oregon, which consist of seven pages and were recorded September 4, 1974 at Volume 211, Page 804 of Deschutes County Deed Records.

This amendment is made pursuant to Article IV, Section 3 of the Declarations, which authorizes amendment ".......by an instrument signed by members entitled to cast not less than seventy-five (75%)percent of the votes."

The undersigned, and each of them, represent that they are owners of lots in The Barclay Meadows as defined by Article I, Section (2) of the Declarations and are therefore members entitled to cast votes. Article I, Section (2) of the Declarations defines an "owner" as "the record owner, whether one or more persons or entities, of fee simple title to any lot situated upon said property, or a contract purchaser if his record owner retains such title merely to secure an obligation and is registered as a purchaser."

The Declarations are hereby amended by adding the following to Article III, "RESTRICTIONS ON USE OF PROPERTY":

"Section 16. Nothing herein shall prohibit or restrict an owner of any lot contiguous with the Sisters Airport or a runway thereof from taxiing, tying-down and storing a private aircraft on such lot. Such storage may be either in the open or in a hangar or other structure suitable for aircraft storage, provided such hangar or structure is compatible in design and construction with existing hangars and aircraft structures at the Sisters Airport."

The undersigned owners have read the above and consent to the amendment by adding Section 16. to Article III.

Before Me:

Notary Public for Oregon My Commission expires:

	VOL <b>311</b> FAC
STATE OF OREGON ) ss. County of . i 定为c 北京公 )	The Barclay Meadows property owner
Personally appeared the a	bove-named James R. Vause MENDMENT to be his (her) voluntary act.
ii	ore Me: /// / / / / / / / / / / / / / / / / /
STATE OF OREGON ) ss.	The Barclay Meadows property owner
Personally appeared the a and acknowledged the foregoing A	bove-named (Light R. (n. :: PERCER MENDMENT to be his (her) voluntary act.
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	bove-named KATHLEEN DWALS MENDMENT to be his ther voluntary act.
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BSTAFF OF OREGON ) ss. County of Leach Lan ) ss.	The Barclay Meadows property owner
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Bet apagred: <u>April 23,1579</u>	ore Me: ////////// Notary Public for Oregon My Commission expires: ////////
STATE OF OREGON ) ss.	The Barcley Meadows property owner
Personally appeared the a and acknowledged the foregoing A	bove-named CARC CAMPRELL MENDMENT to be his (her) voluntary act.
MOTARY Bef	ore Me: // J. Ce. Notary Public for Oregon My Commission expires: ///8/80
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STATE OF OREGON )	
County of Multnowsh ) ss.	x Theme I they have -
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380@MS35_MS56@C_SSMM_SSE_	AMENDMENT to be his ther) voluntary get.
VIX. ₹ B	efore Me: Lele Worke
BATED X Nov. 5, 1979	Notary Public for Oregon
	My Commission expires: 1/1/14/19
STATE OF OREGON ) ss.	
	Longell 11 ell,
	The Barclay Meadows property owner Lot 3 of Block 2
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	AMENDMENT to be his ther) voluntary act.
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DATED: NOV.14,1979	Notary Public for Oregon
	My Commission expires: 11/1/14
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	The Barclay Meadows property owner
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Bef	ore Me:
DATED:	Notary Public for Opegon  My Commission expires:
STATE OF OREGON	
County of ) ss.	
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Personali	The Barclay Meadows property owner
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ounty of ss.	
	The Barclay Meadows property owner
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	Notary Public for Oregon
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GIATE OF OREGON
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ROSEMĀRY PAPTERSON County Clerk 29 <u>Rhonda Lon</u>d Deput