

RESERVATIONS AND RESTRICTIVE COVENANTS

SUNSET MEADOWS -- PHASE 1-2-3-4

BATTLECREEK ENTERPRISES, a joint venture consisting of LAWRENCE E. TOKARSKI, LONDON DANIEL, DENNIS YOUNG and JVR, INC., an Oregon corporation, doing business as REIMANN ASSOCIATES, hereinafter referred to as the Developer.

To all future owners of lots in the following subdivision:

Declaration of Restrictions of Sunset Meadows, Phase 1, a subdivision in Salem, Marion County, Oregon, as recorded in Reel 1180, Page 131, of the records of Marion County, Oregon.

1. **ARCHITECTURAL CONTROL BOARD.** For the purposes of further insuring the standards of development of the lands so platted, the Developer reserves the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to these Reservations and Restrictions as the Developer or Board hereinafter designated shall deem necessary and proper.

Battlecreek Enterprises is hereby designated as the initial Architectural Control Board and a successor Board shall also be appointed by the Developer. In the event of dissolution or resignation of the Board, all privileges, powers and authority shall be vested in a Board to be selected by the owners of a majority of the lots in the subdivision.

2. **USE OF LOTS.** All lots in the subdivision shall be used for a single family residence only, except all corner lots which may be used for duplexes. No manufactured, mobile or modular type homes will be allowed in the subdivision. Lot 9 shall be restricted to a single story residence.

3. **APPROVAL OF PLANS.** Whether or not provision therefor is specifically stated in any conveyance of a lot, the owner or occupant of each lot by acceptance of title or taking possession thereof, agrees that no building, wall or other structure shall be placed upon such lot until the plan, specification, design, landscaping and plot plan have been approved in writing by the Architectural Control Board. Each structure of any kind shall be placed on the premises only in accordance with the plans, specifications and plot plan so approved. Refusal or approval of plans and specifications may be based on any ground including aesthetic grounds which in the sole discretion of the Board shall seem sufficient. No alteration in the exterior appearance of buildings or structures shall be made without like approval. If the Board fails to approve or disapprove the plans within 30 days after written request therefor, then such approval shall not be required provided that no building or other structure shall be erected which violates any of the covenants herein contained.

4. **DRIVEWAYS, FENCES, WALKS AND LANDSCAPING.** Driveways shall be of concrete slab construction only. It is recommended that the drive surface be finished with a broom finish or exposed aggregate. All special artistic effects are subject to approval. Not more than seventy percent (70%) of any lot shall be covered with an impervious material; impervious materials include all structures, decks, patios, pools, driveways and the like. All

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fences shall be constructed principally of wood or masonry to maintain the aesthetic quality of the community. Fences shall be of a design approved by the Board. Fences shall not be higher than six (6) feet above ground level and shall not extend forward of the front level of the Living Unit. Each owner shall construct a concrete sidewalk on street frontages of said lot according to the City of Salem's code. Each residence shall include landscaping which shall be completed within 6 months of occupancy. All duplexes shall have automatic underground sprinkling systems.

5. **GARAGES.** Except as provided in this section, each single family residence shall include an attached garage as an integral part of the residence, designed to enclose a minimum of two and maximum of three motor vehicles. Unattached garages shall be subject to the prior approval of the Architectural Control Board. All other living units shall have garages for adequate parking by owners and occupants thereof.

6. **DECKS AND PATIOS.** All covers for decks and patios must be of complimentary design and be constructed of the same material as the Living Unit.

7. **EXTERIOR SIDING AND COLOR.** Except as otherwise provided in this section, all exterior siding shall be of cedar, redwood or other approved wood in a tongue and groove, lap siding or an approved hardboard lap siding. Other siding materials will be judged on their merit by the Architectural Control Board after review of samples. All exterior colors must be approved. Owners may repaint with an approved color without further approval from the Board.

8. **ROOF MATERIAL.** All roofs shall be of wood shingle, wood shake, tile, 25 year minimum architectural composition or other materials approved by the Board. Such other materials will be judged on their merit by the Board after review of samples. A minimum five in twelve pitch shall be required.

9. **ANIMALS.** No animals of any kind shall be kept on any lot except household pets, provided that they are not bred or kept for any commercial purposes. No household pet shall be allowed to interfere with the quiet enjoyment of other residents of the tract, nor shall any household pet be permitted to run at large.

10. **STORAGE OR ACCESSORY BUILDINGS.** Storage or accessory buildings (such as dog houses, tool sheds, firewood, garbage, barbecue type buildings or enclosures), nonportable pools, and nonportable or affixed outdoor furniture such as swings, backstops, picnic tables, barbecues, arbors, jungle gyms, hot tubs, etc., shall be reasonably screened from public and neighboring view. The type and location of all such structures, pools and furniture is subject to approval by the Board. Basketball hoops will be permitted, provided that they do not interfere with the neighbor's property and the design and location are approved by the Architectural Control Board.

11. **OUTSIDE RECEPTORS.** Permanent flag poles, exterior radio and television antennae or other receptors shall not be permitted.

12. **HEAT PUMPS AND AIR CONDITIONERS.** Placement of heat pump and condenser units shall receive special consideration to provide visual screening and noise attenuation to the neighboring Living Units and areas. Use of solar heating systems is acceptable providing that, in the opinion of the Board, the panels or collectors are integrated into the structure with regard to the overall appearance and design.

13. COMPLETION RULE, MINIMUM REQUIREMENTS. Design consideration shall be given to maintain a compatibility to the natural setting without dominating the surrounding Living Units and area. No such Living Unit shall exceed the lesser of two and one-half stories or 35 feet in height. Minimum size for a Living Unit, excluding garage, shall be as follows: (a) single family detached Living Units (one story): 1,350 square feet; (b) single family detached Living Units (two story): 1,600 square feet; and (c) all other Living Units: 950 square feet. Any residence or other structure constructed on a lot shall be completed within one year after commencement.

14. MAILBOXES AND NEWSPAPER RECEPTACLES. Mailboxes and newspaper receptacles shall be of the standard design initially approved by the Board. All replacements shall be of the same design.

15. TRUCKS AND RECREATIONAL VEHICLES. No trucks (except pickups without campers), campers, motorhomes, trailers, boats, motorcycles or similar recreational vehicle shall be parked on a Lot or street other than temporarily (in no case in excess of 24 hours) and then solely for the purposes of loading or unloading or a service call provided, however, that such vehicle may be kept within an Owner's enclosed garage or designated screen area approved in writing by the Board. No vehicles of any kind shall be parked on any portion of the Lot or street while such vehicles are in a state of disrepair or while being repaired.

16. SIGNS. No signs shall be erected or displayed on any Lot, Living Unit or street right of way without the prior written permission of the Board; provided such permission shall not be required for one sign no larger than six inches by 24 inches displaying the name and/or address of the occupant, or one temporary sign no larger than 18 inches by 24 inches advertising the Lot or Living Unit for sale or rent, which shall be removed upon sale or rental of the Lot or Living Unit.

17. COMMERCIAL ACTIVITY. No business or commercial activities of any kind shall be carried on in any Living Unit or on any other portion of the property except activities relating to the sale or rental of Lots or Living Units. This provision, however, shall not be construed so as to prohibit an Owner from maintaining their professional personal library, keeping records and other things incidental to a business or profession conducted elsewhere.

18. NUISANCES. No weeds, underbrush, high grass or other unsightly growth shall be permitted to grow or remain upon the premises and no refuse pile or unsightly objects shall be placed or suffered to remain anywhere thereon. In event any owner fails to comply herewith, the Board may enter upon such lands and remove any such weeds, underbrush and objects at the expense of the owner and such entry shall not be deemed as trespass. In event of such removal, a lien will be created in favor of the Board against such lot for the full amount chargeable, which amount, together with interest thereon at the rate of 12 percent per annum from the date the cost is incurred, shall be due and payable within 30 days after the owner is billed.

19. BUILDING CODES. Compliance with building codes and other requirements established by the applicable governmental authorities are the responsibility of each owner and the Board has no responsibility for the structural integrity, safety or operation of any improvements or structures.

20. REMEDIES FOR VIOLATIONS; RECOVERY OF COSTS AND EXPENSES.

For a violation or a breach of any of the Reservations and Restrictive Covenants by any person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Developer, the lot owners or any of them severally shall have the right to proceed in law or equity to recover damages for the breach hereof or to compel compliance with the terms hereof, or to prevent the violation or breach of any of the Reservations and Restrictive Covenants, or to seek any combination of such remedies. In addition to the foregoing, whenever there shall be built on any lot any structure which is in violation of any Reservation or Restrictive Covenant set forth herein, the Board shall have the right to cause its authorized representative to go upon the lot in question and to summarily abate or remove the offending structure at the expense of the owner. Any such entry and abatement shall not be deemed a trespass. The failure to enforce any of the Reservations or Restrictive Covenants with respect to any other or previous violation or alleged violation shall not bar their enforcement with respect to any subsequent violation. The invalidation of any one or more of the Reservations or Restrictive Covenants by any court of competent jurisdiction shall in no way affect any of the other Reservations or Restrictive Covenants, but they shall remain in full force and effect.

In the event the Board incurs any costs or expenses (including but not limited to attorney's fees) in seeking to enforce these Reservations and Restrictive Covenants, whether or not litigation or other proceedings are commenced, the Board shall be entitled to recover all such costs and expenses incurred by it in connection with its efforts to enforce these Reservations and Restrictive Covenants. In addition, in the event the Board or one or more lot owners commence any litigation or other proceeding against a lot owner alleged to have violated these Reservations and Restrictive Covenants, for the purpose of enforcing the same against said lot owner, or in the event the Board or any other lot owners are named in an action or other proceeding brought by a lot owner and pertaining to these Reservations and Restrictive Covenants, the prevailing party or parties in such action or proceedings shall be entitled to recover from the party or parties not prevailing therein all costs and expenses incurred by the prevailing party in such action or proceeding, including but not limited to reasonable attorney's fees incurred at trial and upon any appeal.

Any costs or expenses which the Board or one or more lot owners shall be entitled to recover against a lot owner under this section shall, if not paid within 10 days following demand therefor, be a lien against the lot or lots belonging to the owner whose actions were alleged or determined to be in violation of these Reservations and Restrictive Covenants. Should such owner fail, neglect or refuse to satisfy and discharge any lien arising hereunder within 30 days, the Board or other person entitled to recover the costs and expenses covered by said lien, shall have the right to interest on the amount of the lien at the rate of twelve percent (12%) per annum, and shall be entitled to receive and recover from the lot owner whose property is the subject of the lien, all costs of collection, including but not limited to reasonable attorney's fees, at trial and upon appeal.

21. AMENDMENTS OF RESERVATIONS AND RESTRICTIVE COVENANTS.

These Reservations and Restrictive Covenants may be amended by the affirmative vote of the owners of not less than 2/3 of the lots within Sunset Meadows, Phase I, with each owner (including the Developer) having one vote for each lot then owned by such owner. These

Reservations and Restrictive Covenants, as amended from time to time, shall run with the land and shall be binding and for the benefit of all parties and all persons owning lots in "Sunset Meadows, Phase I", or claiming under them, until July 1, 2004, at which time they shall be automatically extended for successive periods of ten years.

IN WITNESS WHEREOF, Battlecreek Enterprises, a joint venture, has caused these presents to be signed by its duly authorized member on this 30th day of August, 1994.

BATTLECREEK ENTERPRISES,
a joint venture

By A. Lee Spethun
Vice President of JVR, INC.,
an Oregon corporation, doing business
as REIMANN ASSOCIATES,
Managing Joint Venturer

STATE OF OREGON)
) ss.:
County of Marion)

On this 30 day of August, 1994, appeared A. Lee Spethun the Vice President of JVR, INC., an Oregon corporation, doing business as REIMANN ASSOCIATES, which is the Managing Joint Venturer of BATTLECREEK ENTERPRISES, a joint venture, and that said instrument was signed in behalf of said joint venture by authority of all its joint venturers; and that he acknowledged said instrument to be its voluntary act and deed.

Before me:



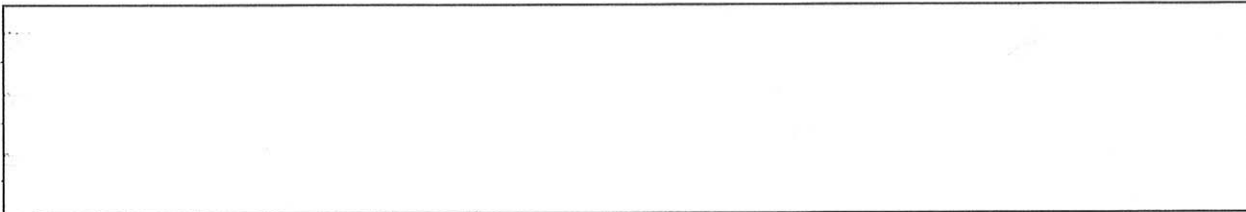
Verna Goad
Notary Public for Oregon
My Commission Expires:

After recording, please return to:

To: Denny Keizer

From: Sunset Meadows Home
Association

Elizabeth Wepprich
2738 Tahoe Ave. SE
Salem, OR 97306
503-364-4025



Total Pages: 6

DECLARATION
REGARDING
ENTRANCE IMPROVEMENTS

SUNSET MEADOWS, SALEM, MARION COUNTY, OREGON

BATTLECREEK ENTERPRISES, (Declarant) a joint venture consisting of LAWRENCE E. TOKARSKI, LONDON DANIEL, DENNIS YOUNG and JVR, INC., an Oregon corporation, doing business as REIMANN ASSOCIATES, is the owner of the real property described in Exhibit A attached hereto and by this reference incorporated herein which property is hereinafter referred to as "the property."

Declarant has received conceptual plan approval from the City of Salem, Oregon, to subdivide 38.3 acres of the property into 174 lots as a single family and duplex residential development under the name of "Sunset Meadows" (hereinafter called "the subdivision"), and has recorded the plat for Phase I of Sunset Meadows, containing 53 lots. Subdivision improvements, including the installation of utilities and the paving of streets, are now being completed in Phase I.

To enhance the aesthetic appeal of the subdivision, to buffer the residents thereof from the traffic on Battlecreek Road and Monteray Drive, and to help identify the subdivision within the community, the Declarant may construct a fence or wall inside and along those boundaries of the subdivision which are adjacent to Battlecreek Road or adjacent to the westerly end of Monteray Drive; and shall landscape portions of the property which lie in the vicinity of Battlecreek Road and Monteray Drive. In addition, Declarant may erect within the areas described above appropriate signs or other markers identifying the subdivision.

The Declarant acknowledges that the continued maintenance and upkeep of the walls, fences and landscape areas and signs will be of vital importance to the preservation and enhancement of property values within the subdivision, and that a satisfactory maintenance program will require uniformity of actions along the entire length of the walls, fences and landscape areas.

NOW, THEREFORE, to facilitate the continued maintenance, repair and upkeep of the walls, fences, landscape areas and signs, the Declarant hereby declares that from and after the date hereof, the subdivision and each of the lots which have been or may be platted therein shall be subject to the provisions of this Declaration.

1. Creation of Sunset Meadows Maintenance Association

To facilitate and provide for the continued maintenance, repair and upkeep of the aforesaid walls, fences, landscape areas and signs, the Declarant hereby constitutes itself as an unincorporated association under the name of "Sunset Meadows Maintenance Association" (hereinafter referred to as "the Association").

8/31/94 ✓ F.A.T. OF W.V.T.
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A. **Membership.** Since Declarant is presently the owner of all of the property within the subdivision, initially, Declarant will be the only member of the Association. As lots are sold within the subdivision, the owner or owners of each such lot shall each have one membership in the Association for each lot owned by him or them. Where a lot has been sold upon a land sale contract, the purchaser thereunder shall be regarded as the owner of said lot so long as the purchaser is not in default under said contract. In all other cases, the owner shall be the record owner of the lot.

B. **Voting.** In all matters to come before the Association, the members thereof shall have one vote for each lot owned. In the event of lot ownership by two or more persons, the vote applicable to that lot shall be cast as determined by the majority of said owners, and if they cannot reach a majority decision, the vote applicable to that lot shall be disregarded.

C. **Governance.** The affairs of the Association shall be governed by a Board of Directors (the Board) consisting of not less than three and not more than five persons, who need not be members of the Association. The members of the Board shall be elected for terms of one year each by the members of the Association at their annual meeting. Each member of the Board shall have one vote in all matters coming before it, and all decisions of the Board shall be by majority vote. The primary responsibilities of the Board shall be to establish each year the amount of the assessment to be levied against each platted lot within the subdivision for the ensuing year to finance the activities of the Association, and to supervise and oversee the maintenance and upkeep of the aforesaid walls, fences, landscape areas and signs. The Board shall each year select from its membership a President and a Secretary-Treasurer, who shall perform the duties normally associated with those offices. Members of the Board and the officers shall receive no compensation for their services on behalf of the Association, but may be reimbursed for reasonable expenses incurred by them in the performance of their duties.

D. **Meetings.** The membership of the Association may hold an annual meeting during the fourth quarter of each calendar year, for the purpose of electing the Board and to conduct other business. The membership may hold additional meetings during the year upon the call of the President, a majority of the Board or not less than one-third of the membership. Oral or written notice of each meeting shall be given to the membership in accordance with policies established by the Board, and meetings shall be held at such time and place as is designated by the Board. The Board shall meet at least annually following the annual membership meeting, and may meet at other times upon the call of the President or the majority of the Board.

E. **Assessments.** To finance the maintenance, repair and upkeep of the aforesaid walls, fences, landscape areas and signs, the Association, acting through the Board, shall have and is hereby granted the power and

authority to levy annual and special assessments against the platted lots within the subdivision. Initially and until further action by the Board, an annual assessment of \$50.00 is hereby levied against each such platted lot. The first annual assessment shall be paid to the Association by the owner or owners of each platted lot not later than December 1, 1994; and subsequent annual assessments shall be paid to the Association by December 1 in the year of assessment. Special assessments shall be levied only in the event of an unanticipated emergency need for additional funds to meet the needs of the Association, and shall be paid within 30 days after notice of assessment is sent to the lot owner or owners in question. The Board shall have the power and authority to set the amount of all assessments, provided, however, that the Board shall not increase the amount of the annual assessment by more than 25 percent over the amount for the proceeding year, or levy any special assessment, except on the majority vote of those members of the Association who are present and vote at an annual or special membership meeting. From and after the date each assessment is levied, it shall constitute a lien against each of the platted lots within the subdivision, and if the owner or owners of any such lot fails to pay the assessment within 30 days of its due date, the Association may institute proceedings to foreclose the lien provided for herein and to collect from the owner or owners the amount of said assessment or any balance thereof remaining unpaid, together with interest on said sum at the rate of 12 percent per annum from the date of said assessment until paid, together with reasonable costs, including attorney's fees, incurred by the Association in such proceedings, and on any appeal thereof. No assessment shall be levied against any portion of the subdivision which has not yet been platted as a lot therein upon a plat duly recorded in the records of Marion County, Oregon.

F. **Application of Assessment Proceeds.** All net proceeds of the assessments collected by the Association pursuant to this Declaration shall be held and applied to the payment of the costs of maintenance, repair and upkeep of the aforesaid walls, fences, landscape areas and signs, and to other costs and expenses reasonably incurred by the Association in connection with activities reasonably related to said maintenance, repair and upkeep.

2. **Construction of Walls and Completion of Landscaping.** Following the execution of this Declaration, the Declarant shall at its expense cause to be erected or constructed any walls or fences which the Declarant elects to have placed on the property, and shall likewise complete the erection and placement of the signs and landscaping hereinabove described.

3. **Granting of Easement to Association.** Upon the completion of the improvements described in Section 2 above, Declarant shall execute and cause to be recorded a perpetual easement in favor of the Association, covering the aforesaid walls, fences, landscape areas and signs and those portions of the subdivision upon which the same are situated, granting to the Association the right to maintain, repair and keep up said walls, fences, landscape areas and signs for the benefit of the subdivision and its owners.

4. Amendment and Revocation.

A. Amendment. This Declaration may be amended from time to time upon the affirmative vote of the members who are then the owners of not less than two-thirds of the platted lots within the subdivision; provided, however, that no amendment which materially increases the burden upon any lot or the owner thereof shall be effective unless approved in writing by the holder of any mortgage, deed of trust or vendor's interest in a land sale contract covering that lot.

B. Revocation. This Declaration may be revoked at any time upon the affirmative vote of members who are the owners of not less than four-fifths of the platted lots within the subdivision. Upon any such vote of revocation, the Association shall execute an appropriate instrument terminating the easement granted to it under Section 3 of this Declaration, and the existence of the Association shall terminate upon the recording of said instrument. The possession, control and all other incidents of ownership of the walls, fences, landscaping and other improvements shall thereupon revert to the owner or owners of the lot upon which such improvements are situated, free of any interest therein or claim thereto on the part of any other person.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 30 day of August, 1994.

JVR, INC.,
an Oregon corporation, doing
business as REIMANN ASSOCIATES

By A. Lee Spithur
Its Vice President

STATE OF OREGON)
) ss.:
County of Marion)

On this 30 day of August, 1994, appeared A. Lee Spithur the President/Secretary of JVR, INC., an Oregon corporation, doing business as REIMANN ASSOCIATES, and acknowledged the foregoing instrument to be its voluntary act and deed, executed on behalf of said corporation by authority of its Board of Directors.

Before me:



OFFICIAL SEAL
VERNA GOAD
NOTARY PUBLIC - OREGON
COMMISSION NO. 0316
MY COMMISSION EXPIRES APR. 4, 1999

Verna Goad
Notary Public for Oregon
My Commission Expires:

After recording, please return to:

REEL:1189

PAGE: 576

August 31, 1994 , 12:15P

CONTROL #: 1189576

State of Oregon
County of Marion

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

FEE: \$20.00

ALAN H DAVIDSON
COUNTY CLERK

PARCEL I

Beginning at the Northwest corner of a tract of land conveyed to Edward B. Dimbat and wife, by Deed recorded February 5, 1944 in Volume 297, Page 72, Deed Records for Marion County, Oregon, said point being on the Easterly line of the Pringle Creek Road and being 13.50 chains East and 46.21 chains North and South 83° 40' West 30.04 chains and North 20° 45' West 1.091 chains from the Northwest corner of the Felix Raymond Donation Land Claim in Township 8 South, Range 3 West of the Willamette Meridian, in Marion County, Oregon; and running thence North 69° East 3.68 chains; thence South 65° East 3.2503 chains to an iron pipe; thence North 83° 40' East 12.597 chains to an iron pipe; thence South 6° 20' East 20 feet; thence North 83° 40' East 3.356 chains to an iron pipe; thence North 1° 2' East 2.923 chains to an iron pipe; thence North 69° 44' East 2.911 chains to an iron pipe; thence North 20° 16' West 4.20 chains to an iron pipe on the North line of a tract of land conveyed to C. C. Best by Deed recorded in Volume 104, Page 17, Deed Records for Marion County, Oregon; thence West, along the North line of said Best property, 27.638 chains, more or less, to the Easterly line of said Pringle Creek Road; thence South 20° 45' East, along the Easterly line of said Road to the place of beginning.

SAVE AND EXCEPT

That certain tract of land with appurtenant easement conveyed to Wilbur Straw, et ux, by Deed recorded September 17, 1965 in Volume 606, Page 758, Marion County Deed Records.

ALSO SAVE AND EXCEPT: Beginning at a point which is 3520.44 feet North and 891.00 feet East and 1770.64 feet North 88° 10' West from the Northwest corner of the Felix Raymond Donation Land Claim in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence South 12° 03' East 117.75 feet; thence South 67° 45' West 61.07 feet; thence North 88° 10' West 72.00 feet; thence North 14° 23' West 145.00 feet; thence South 88° 10' East 140.00 feet to the place of beginning.

ALSO SAVE AND EXCEPT

Beginning at a point, said point being on the South line of the FOXHAVEN development, North 88° 40' 16" West 4.00 feet from the Southwest corner of Lot 11, Block 10 of the FOXHAVEN PHASE 4 SUBDIVISION as recorded in the Marion County Book of Town Plats, Volume 40, Page 29; thence South 1° 19' 44" West 128.29 feet, thence 18.14 feet along a 130 foot radius curve to the right (the chord of which bears South 87° 19' 52" West 18.13 feet); thence North 88° 40' 16" West 74.93 feet; thence 18.30 feet along a 175 foot radius curve to the right (the chord of which bears North 85° 40' 34" West 18.29 feet); thence North 1° 19' 44" East 23.98 feet to the Southeast corner of that tract of land conveyed to Mr. and Mrs. Willard E. Bolinger, Reel 519, Page 265, Marion County Deed Records; thence North 16° 40' West 110.00 feet along the East line of said Bolinger tract to a point on the said FOXHAVEN South boundary; thence along said South line South 88° 40' 16" East 145.26 feet to the point of beginning.

ALSO SAVE AND EXCEL

Beginning at the Northeast corner of that deed to John F. Taylor and Linda J. Taylor, husband and wife, recorded October 25, 1985, in Reel 652, Page 91, Records for Marion County, Oregon; thence South $12^{\circ} 03'$ East a distance of 117.75 feet; thence Easterly to a point South $16^{\circ} 40'$ East of the Southwest corner of that deed to Willard E. Bolinger and Mildred R. Bolinger, recorded January 22, 1987, in Reel 519, Page 265, Records for Marion County, Oregon; thence North $16^{\circ} 40'$ West to the Northwest corner of said deed which point is also the Northeast corner of above mentioned Taylor deed and the point of beginning of this description, being in Section 13, Township 8 South, Range 3 West, Marion County, Oregon.

PARCEL II

Beginning at a point on the East line of the C. S. Pringle Donation Land Claim in Section 13, Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, which is 10.87 chains North $0^{\circ} 15'$ East from a point on the East line of said Claim which is 13.50 chains East and 35.34 chains North from the Northwest corner of the Felix L. Raymond Donation Land Claim in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; and running thence South $83^{\circ} 40'$ West, a distance of 7.79 chains; thence North $1^{\circ} 2'$ East, a distance of 2.923 chains; thence North $69^{\circ} 44'$ East, a distance of 2.911 chains; thence North $20^{\circ} 16'$ West, a distance of 4.20 chains; thence South $88^{\circ} 10'$ East, 6.452 chains to the East line of said C. S. Pringle's Claim; thence South $0^{\circ} 15'$ West, along said East line, a distance of 6.81 chains to the point of beginning.

PARCEL III

Beginning at a point on the East line of the C.S. Pringle Donation Land Claim which is 7.43 chains North $15'$ East from a point on the East line of the C.S. Pringle Donation Land Claim which is 13.50 chains East and 35.34 chains North of the Northwest corner of Felix L. Raymond's Donation Land Claim in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence North $15'$ East, along the East line of said Pringle Claim, a distance of 3.44 chains to an iron pipe; thence South $83^{\circ} 40'$ West a distance of 30.04 chains to the County Road; running thence South $20^{\circ} 45'$ East a distance of 3.51 chains to an iron pipe; running thence North $84^{\circ} 4'$ East, approximately 28.49 chains, to the point of beginning.

ALSO

Beginning at an iron pipe which is set at a point 46.21 chains North $0^{\circ} 15'$ East and 23.845 chains South $83^{\circ} 40'$ West of the Southeast corner of the West half of Section 13 in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; and from thence running South $83^{\circ} 40'$ West, a distance of 6.555 chains to an iron pipe; thence North $20^{\circ} 45'$ West, a distance of 1.091 chains to an iron pipe; thence North 69° East a distance of 3.68 chains to an iron pipe; thence South 65° East a distance of 3.833 chains to the place of beginning.

A parcel of land lying in the Southeast quarter of the Northwest quarter of Section 13, Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, and being a portion of that property described in that deed to The United States National Bank of Portland, Oregon, recorded in Volume 369, Page 594, Deed Records for Marion County, Oregon, the said parcel being that portion of said property lying Easterly of a line which is parallel with and 100 feet Westerly of the center line of the Salem By-Pass Section of the Pacific Highway East as said highway has been located, which center line is described as follows: Beginning at Engineer's center line station 454+00, said station being approximately 2288 feet South and 2787 feet East of the Northwest corner of said Section 13; thence South $6^{\circ} 29' 30''$ West, a distance of 132.32 feet; thence on a spiral curve right (the long chord of which bears South $7^{\circ} 09' 30''$ West) 400 feet to Station 459+32.32, the Westerly line of said parcel intersecting the Easterly and Southerly lines of said property approximately opposite Stations 455+40 and 456+30, respectively, containing 500 square feet, more or less.

ALSO

Beginning at a point which is 11.46 chains South $83^{\circ} 40'$ West from a point on the East line of the C.S. Pringle's Donation Land Claim in Section 13, Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, which is 10.87 chains North $0^{\circ} 15'$ East from a point on the East line of said Pringle Claim, that is 13.50 chains East and 35.34 chains North of the Northwest corner of the Felix L. Raymond Donation Land Claim in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; and running thence South $83^{\circ} 40'$ West, a distance of 12.27 chains; thence North 65° West, a distance of 38.46 feet; thence North $83^{\circ} 40'$ East, a distance of 12.597 chains; thence South $6^{\circ} 20'$ East, a distance of 20.00 feet to the point of beginning.

REEL:1191

PAGE: 129

September 08, 1994 , 03:42P

CONTROL #: 1191129

**State of Oregon
County of Marion**

**I hereby certify that the attached
instrument was received and duly
recorded by me in Marion County
records:**

FEE: \$40.00

**ALAN H DAVIDSON
COUNTY CLERK**