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DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-53314



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Recording requested by:

Badlands Ranch, LLC.

When recorded mail to:

Carl W. Hopp, Jr.
Attorney at Law, LLC
168 NW Greenwood Avenue
Bend, OR 97701

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DECLARATION OF COVENANTS AND RESTRICTIONS RUNNING WITH THE LAND

This declaration of Covenants and Restrictions is made on Aug 2, 2006 by Badlands Ranch, LLC, the owner of 73 acres of real property (hereinafter "the Property") legally described as:

A Subdivision of Parcel 3, Partition Plat No. 1995-42 located in the Southwest One-Quarter of Section 12, Township 18 South, Range 13 East, W.M., Deschutes County, Oregon

PREAMBLE

WHEREAS Declarant is the owner/developer of the Property described above

WHEREAS Declarant has filed a plat to develop the Property into seven 10 acre plus or minus parcels in accordance with a common plan designed to meet land use requirements and to preserve the value of the land, for the benefit of the Property's current and future owners and their successors.

NOW, THEREFORE, Declarant declares that the Property described above is held and will be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the Covenants and Restrictions set forth below all of which are in furtherance of a common plan for the development, partition, improvement, use and sale of the Property.

COVENANTS and RESTRICTIONS

All of the Covenants and Restrictions set forth will run with the land and will be binding on all parties having or acquiring any right, title or interest in the Property described above or any part of it and will inure to the benefit of all of the Property and the future owners of that Property. Each grantee of a conveyance or purchaser under a contract or agreement of sale covering any right title or interest in any part of the Property, by accepting a deed or a contract of sale or agreement of purchase, accepts the document subject to, and agrees to be bound by, any and all of the Covenants, Conditions and Restrictions set forth below.

After recording, return to
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15 OREGON AVENUE, BEND

Covenants and Restrictions for easement. In addition to the easements of record as of the above date, the Property and its owner(s) covenant for easements as follows:

1. It is hereby declared that, in addition to the easements of record as of the above date, the Property and its owner(s) covenant for an easement consisting of 7.5 feet of each of Lots 4 and 5 of the development known as Badlands Ranch, as described in Exhibit A herein of the Property, for the benefit of all aforesaid property owners, to provide access to the adjacent public land currently in the process of designation as the Badlands Wilderness Study Area. This easement is intended to be used as a pedestrian and equestrian access trail and will remain unpaved. Motorized vehicles are not permitted to use the easement. The access trail easement shall be maintained in a usable and neat manner so that the overall appearance is consistent with its use. Within this easement, no structure, planting, or other material may be placed or permitted to remain that may damage or interfere with the flow of traffic, the installation and maintenance of utilities, or that may change the direction of flow of drainage.

Further, it is Covenanted that each parcel owner will share equally in the expenses of maintenance and repair of the said access trail easement with the following exception. If one parcel owner, or any third party who uses or has used the trail easement pursuant to the authority of one parcel owner, causes damage to said trail easement, the parcel owner or party granting such authority will bear the full costs of repair.

2. It is hereby declared that, in addition to the easements of record as of the above date, the Property and its owner(s) covenant for an easement for an irrigation system on the Property known as Badlands Ranch, for the benefit of all aforesaid property owners, consisting of pipes through and across the property, a pond and pumps for delivery of water located as shown on Exhibit A herein. The Property Owners/developers, having purchased water rights from the Central Oregon Irrigation District, will erect, operate, manage, maintain, repair, rebuild and patrol the irrigation system on the Property, including constructing and filling a holding pond located as shown on Exhibit A and providing pumps and underground pipes as specified in Exhibit A for irrigation of up to three acres per lot on the following terms:

- a. Each parcel owner shall grant access to the owners/developers or their assigns as irrigation system managers for the Property, allowing property owners/developer and its assigns, legal representatives, agents and servants, from time to time hereafter at their will and pleasure to go, return, pass and repass over the land in order to access any part of the irrigation system on the Property.
- b. Each parcel owner shall have the opportunity to connect to the irrigation system installed by the property owners/developers at the parcel owners expense.

- c. Each parcel owner shall have a set rate and a set duty of water on the line to his or her parcel and access to water is limited to the rate and duty set by the water right for the property.
- d. Lot owners who access water from said irrigation system shall share the expense of installing, maintaining, repairing, use of electricity and winterizing the system by paying a user fee initially established at \$75 per month. Payments are due the first of each month payable to Kelly Martin of the property owners/developers as the initial irrigation system manager, or to his assignee irrigation system manager at the following address Kelly L. Martin, Badlands Ranch, LLC., 64380 Crosswinds, Bend, OR 97701. These payments include winter stockruns. From time to time, the property owners/ developers as irrigation system manager or their assigned irrigation system managers shall have the right to increase per acre fees with advance 30 day written notice to all lot owners. The increase in fees shall reflect power rate increases and/or the costs of maintenance and repair.
- e. Lot owners shall give 30 days notice of terminating their access to the irrigation system.
- f. Further, it is Covenanted if one parcel owner, or any third party who uses or has used the irrigation system pursuant to the authority of one parcel owner, causes damage to said system or any part of it, the parcel owner or party granting such authority will bear the full costs of repair.
- g. Lot owners shall keep the irrigation systems that are located on their lots free of debris.
- h. Lot owners, at their own expense, shall have the right to create a pond or to otherwise dam their allotment of water to create further coverage so long as the rate and duty remain the same. Lot owners shall not impede the flow of water to any other lot.
- i. It is hereby further agreed that the Property's irrigation system managers will either install pipe at a depth of 3 feet to avoid freezing or will winterize the system. Access is granted the irrigation system managers and agents for this purpose.
- j. It is hereby further agreed that the property owners/developers, its successors or assigns or agents, may at any time lay an additional line of pipe alongside the first line if necessary for maintenance or repair of the irrigation system.
- k. The property owners/ developers may interrupt or suspend the supply of water from the irrigation system for a reasonable time in order to make necessary repairs or alterations to them or to the irrigation system. There shall be no abatement of payment for water during the irrigation season for this reason. The property owners/developers shall not be liable for failure to deliver water.

