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REVIEWED
JL
LEGAL COUNSEL

After Recording Return to:
Deschutes County
Community Development Department
117 NW Lafayette
Bend, OR 97701

RESTRICTIVE COVENANT

This restrictive covenant ("covenant") to restrict future development on Parcel T 21 R 10 S 27C0 TL 01500 which is more particularly described as C W REEVE RESORT TRACT, BLOCK 1, LOT 6, COUNTY OF DESCHUTES, STATE OF OREGON and incorporated by reference herein is made by TERRENCE A CARPENTER and GERALDINE M CARPENTER ("Grantor(s)," in favor of DESCHUTES COUNTY, a political subdivision of the State of Oregon, ("Grantee"). This Restrictive Covenant shall be identified in the Deschutes County Community Development records as TDC # 0265.

RECITALS

WHEREAS, ORS 94.537 authorizes the governing body of a county to recognize a severable development interest in real property; and,

WHEREAS, pursuant to Ordinance No. 2004-007, Deschutes County has adopted a Transferable Development Credit ("TDC") program which recognizes a TDC to be a Restrictive Covenant on specified real property that prevents the placement of a septic system on that property and allows owners of "eligible " parcels to sell the TDC(s) from such properties; and

WHEREAS, Grantor(s) are the sole owners in fee simple of certain real property in Deschutes County, Oregon, described above and wish to participate in the TDC program; and, therefore, restrict future development on the Property; and

WHEREAS, Deschutes County has determined pursuant to criteria in DCC 11.12.030 that the Property is eligible to receive 1.00 TDCs described as TDC # 0265 in Deschutes County Community Development Department records;

WHEREAS, the consideration for this TDC is \$3,000;

NOW THEREFORE, pursuant to DCC 11.12 Grantor(s) hereby agree to place the restrictions and obligations contained as set forth herein on and over the Property and Deschutes County agrees to accept Grantor(s)'s grant of such restrictions.

1. Scope. This covenant imposes restrictions and affirmative obligations on the Grantor(s) on the property. The purpose of this covenant is to protect groundwater quality in the La Pine Basin; to protect water quality in the Deschutes and Little Deschutes Rivers; and to maintain the wildlife migration corridor in and the rural character and air quality of South Deschutes County. Nothing in this covenant shall be construed as granting a right of public access or a public access easement on the Property.
2. Restrictions on Grantor's Use of the Property. Grantor(s)'s use of the Property shall be restricted as follows in order to protect the values identified in Paragraph 1:

2.1 *General Use Restriction*

- A. Grantor(s) shall not use or occupy any portion of the Property in a manner that would degrade or diminish the protected values of the Property, including, but not limited to:
 - (1) Depositing of trash, debris, garbage, or other unsightly or offensive material on the Property; and
 - (2) Allowing pollutants or sediment originating from the Property to be carried or transported off the Property.

2.2. *Restrictions on Uses*

- A. No sewage disposal system or septic system shall be constructed on or within, or be used on the Property.
- B. No commercial dog kennel shall be permitted on the Property.

3. Uses Permitted on the Property.

3.1 Land uses permitted or reserved to Grantor in this covenant are subject to all County ordinances and regulations.

3.2 The following uses are allowed to be established and maintained on the Property:

- A. Lawfully established structures existing on the Property on the date this Restrictive Covenant is recorded.
- B. Lawfully permitted structure(s) on two or more lawfully consolidated lots.
- C. On a single unconsolidated lot, a lawfully permitted structure or structures that comply with the following criteria:
 - (1) Is no larger than a single story; and
 - (2) Does not exceed a combined total of 2,000 square feet in size and
 - (3) Does not require plumbing or mechanical permits.
- D. Lawfully permitted metered electricity provided by a permanently installed pedestal for RV use.
- E. A ramada for the purpose of protecting an RV. Maximum dimensions shall be 13 feet for width, 13 feet for height and 45 feet for length. No sides or walls shall be allowed.
- F. Seasonal camping or recreational use in a tent, travel trailer, or recreational vehicle (RV). Notwithstanding Paragraph 2.2(A) of this covenant, self-contained sanitation shall be required.
- G. Wood cutting and vegetation management.
- H. Agricultural use as defined in Title 18, Zoning Ordinance, of the Deschutes County Code, except that the total number of cows, horses, goats or sheep over the age of six months shall be limited to the square footage of the lot divided by 20,000 square feet, which is the minimum area per animal, and the number of chickens, fowl or rabbits over the age of six months shall not exceed one for each 500 square feet of land. All such animals shall be located a minimum of 100 feet away from a residential dwelling on an adjacent lot.
- I. Domestic water supply well.

4. Administration and Enforcement.

4.1. Nothing herein shall be construed as creating any affirmative obligations on the part of the Grantee.

4.2. Enforcement Generally

- A. The restrictions set forth in this covenant are enforceable by Deschutes County.
- B. If Deschutes County determines that Owners are in violation of the terms of this covenant or that such a violation is threatened, then Deschutes County shall give written notice to Grantor(s) of such violation and demand corrective action to cure the violation and to restore the portion of the Property injured where the violation involves an alteration to the Property resulting from any use or activity inconsistent with the purpose of this covenant.
- C. If Grantor(s) fails to cure the violation within 30 days after receipt of notice thereof or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or, at any time, fails to diligently continue to cure such violation, Deschutes County may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this covenant, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to abate any condition created on the Property in violation of this covenant.

4.3. No delay or omission by Deschutes County in the exercise of any right or remedy upon any breach by Grantor(s) will impair such right or remedy or be construed as a waiver.

- 4.4. Enforcement actions under this covenant may be taken only against an Owner having fee title to the Property, any person having a possessory right under an Owner, and any agent, operator or contractor acting under the authority of such Owner or holder of such possessory rights. A Mortgagee shall be subject to enforcement actions only when Mortgagee takes ownership of the property by foreclosure or otherwise.
- 4.5. In addition to the remedies set forth under Paragraph 4.2 above, Deschutes County may treat any violation of this covenant as a nuisance under the current Deschutes County Code ("DCC") § 18.144.040 (or any comparable successor provision of the Deschutes County Code) and a violation under the current DCC § 18.144.050 (or any comparable successor provision of the Deschutes County Code).
5. Assignment. Grantor(s) may assign any right or interest it may have in this covenant only upon consent of the Grantee.
6. Extinguishment. This covenant shall be extinguished only in the event the Property is located within the established boundary, recognized by Deschutes County and the State of Oregon, of an incorporated city, urban growth boundary or unincorporated community, and will be served by a municipal sewer system.
7. Successors. The terms, conditions, and restrictions of this covenant shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns, and all who take through them, whether by voluntary or involuntary transfer, and shall continue as a servitude running in perpetuity with the Property.

Dated this 21ST of June, 2004

BOARD OF COUNTY COMMISSIONERS

Michael M. Daly
MICHAEL M. DALY, CHAIR

Dennis R. Luke
DENNIS R. LUKE, COMMISSIONER

Tom Dewolf
TOM DEWOLF, COMMISSIONER

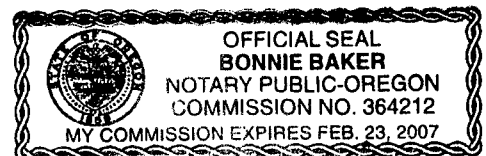
ATTEST: Bonnie Baker
Recording Secretary

STATE OF OREGON)
County of Deschutes) ss.

Before me, a Notary Public, personally appeared MICHAEL M. DALY, DENNIS R. LUKE, and TOM DEWOLF and the above-named Board of County Commissioners of Deschutes County, Oregon and acknowledged the foregoing instrument on behalf of Deschutes County, Oregon.

DATED this 21ST day of June, 2004

Bonnie Baker
Notary Public for Oregon
My Commission Expires: Feb. 23, 2007



GRANTOR:

Dated this 9th day of June, 2004

Terrence A. Carpenter

By TERRENCE A CARPENTER

Geraldine M. Carpenter

By GERALDINE M CARPENTER

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Terrence A. Carpenter & Geraldine M. Carpenter
and acknowledged the foregoing instrument.

Dated this 9th of June, 2004

Anne M. Wiley
Notary Public for Oregon
My Commission Expires: 3/9/2005

