

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-88051



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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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COVENANTS, RESTRICTIONS AND RESERVATION OF AND GRANT OF EASEMENTS

THIS CONVENANT, RESTRICTION, GRANT AND RESERVATION OF EASEMENTS, AND ROAD MAINTENANCE AGREEMENT ("Declaration") is made this 21st day of December, 2005, by Circle of Trees, LLC, an Oregon Limited Liability Company ("Declarant 1") and by Lazy Z Partners, LLC, an Oregon Limited Liability Company ("Declarant 2") with reference to the following:

A. Circle of Trees, LLC ("Declarant 1") is the owner of certain real property described as: Parcel 1, Partition Plat No. 2004-49, Deschutes County, Oregon (hereinafter the "Circle of Trees Parcel").

B. Lazy Z Partners, LLC (Declarant 2") is the owner of certain real property described as:

That parcel of land described in document number 2002-21086, situated in Section 11 and the Northwest Quarter of Section 14, Township 15 South, Range 10 East, Willamette Meridian, Deschutes County, Oregon:

Excepting therefrom that portion more particularly described as follows:

Beginning at a 5/8" iron rod at the southwest corner of said parcel, on the northerly right-of-way line of Jordan Road, also being the southeast corner of Parcel 3, Partition Plat No. 2005-5; thence, on the boundary of said parcels, north 00° 03 minutes, 32 seconds W, 465.00 feet to a 5/8" iron rod at the northeast corner of said Parcel 3; thence, continuing on the westerly boundary of said parcel described in Document No. 2002-21086, north 00° 03', 32" W, 94.33 feet to a 5/8" iron rod at an angle point on said parcel boundary; thence, on said boundary, north 89° 47' 52" E, 410.00 feet to a 5/8" iron rod; thence, leaving said boundary, S 02° 22' 23" E, 153.74 feet to a 5/8" iron rod; thence S 09° 00' 00" E, 480.00 feet to a 5/8" iron rod; S 15° 00' 00" W, 105.00' to a 5/8" iron rod on the southerly boundary of said parcel, on the northerly right-of-way of Jordan Road; thence, on said right-of-way and boundary line, N 70° 02' 49" W, 493.31' to the point of beginning, (hereinafter the "Lazy Z Partners Parcel").

C. Declarant 1 is imposing certain restrictions on the Circle of Trees Parcel that limit the nature and extent of the use of the Circle of Trees Parcel, granting a non-exclusive ingress-egress driveway access easement as described in Exhibit "A" attached hereto and incorporated herein by this reference over the Circle of Trees Parcel, and obligating the successive owners of the Circle of Trees Parcel to share in the maintenance of the driveway described in Exhibit "A" with the owners of the Lazy Z Partners Parcel. Only the part of the Circle of Trees Parcel designated as the "15' WIDE PRIVATE INGRESS-EGRESS EASEMENT (hereinafter the "Driveway") is subject to use by the Lazy Z Partners Parcel.

D. Declarant 2 is granting a non-exclusive ingress-egress driveway access easement as described in Exhibit "A" over the Lazy Z Partners Parcel, and obligating the successive owners of the Lazy Z Partners Parcel to jointly maintain the Driveway described in Exhibit "A" with the successive owners of the Lazy Z Partners Parcel. Only the part of the Lazy Z Partners Parcel designated as the "15' WIDE PRIVATE INGRESS-EGRESS EASEMENT (hereinafter the "Driveway") is subject to use by the Circle of Trees Parcel.

E. Declarant 1 and Declarant 2 reserve the right to grant different benefits to other parcels or parties.

1. Deed Covenants and Restrictions.

Declarant 1 declares that the Circle of Trees Parcel shall forever be held, sold leased, mortgaged, encumbered rented, used, occupied, improved, and conveyed subject to the following declarations, limitations, restrictions, covenants, and conditions which are imposed as equitable servitudes benefiting: Declarant 2, Horse Heaven Ranch (Map/TL: R 6-002 151010 00 00700), LLC, Murray Gray, LLC (Map/TL: R 6-002

Recorded by Western Title as an accommodation only. No liability accepted for condition of title or validity, sufficiency or affect of document. 11-0074405

151014 00 01900), Cherry Hill Acres, LLC (Map/TL: R 6-002 151011 00 01300), and Robinson Road Ranch, LLC (Map/TL: R 6-002 151010 00 00705) collectively, hereinafter the "Affiliated Parcels", and all of the successors, assigns, and all parties having or acquiring any right, title or interest in any of the Affiliated Parcels or any part thereof; their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

- (a) The installation of a mobile, modular home, or manufactured home is prohibited on the Circle of Trees Parcel;
- (b) The storage of recreational vehicles, accessory vehicles, farm machinery, building material, and any waste or garbage that is not completely screened by an enclosure or structure is prohibited on the Circle of Trees Parcel, except during the construction of improvements for the period of the initial building permit, exclusive of extensions;
- (c) The installation and or maintenance of any outdoor lighting on any structure or as yard or guidance lighting where the bulb or source of illumination is not focused or pointed at the ground surface and not completely covered on top and on the sides, and to a point at least five centimeters below the lowest point of the bulb or source of illumination is prohibited on the Circle of Trees Parcel;
- (d) All exterior finishes, trim, roof window coverings on the Circle of Trees Parcel shall have a color value that is earth tone or white.
- (e) Any exterior siding or accents on any structure on the Circle of Trees Parcel must be either wood, log, stone, or stucco;
- (f) Replacement fencing constructed on the Circle of Trees Parcel, within fifty feet of Jordan Road, shall be four feet tall, constructed of five to six inch diameter treated pine or fir posts, spaced ten feet on center, with three to four inch treated rails spaced equally along the posts;
- (g) No fencing anywhere on the Circle of Trees Parcel may be painted with any solid color, but fencing may be treated with wood preservative or stain that may have a brown tone pigment;
- (h) No trees existing on the Circle of Trees Parcel at time of recording of this covenant can be cut or removed from the area outside of a 200' circle, the middle of which is the building site identified on Exhibit "A" without the express written consent of the owners of the Affiliated Parcels, and all their successors and assigns, notwithstanding the foregoing, trees may be trimmed to maintain the integrity of the trees, pick up down trees, remove any tree threatens any structures, remove trees necessary for the construction of one

single family dwelling within 100' of the existing septic tank and drain field, and do other things consistent with preserving the existing density of trees.

2. Ingress – Egress Driveway Easements.

Declarant 1 grants a non-exclusive ingress-egress driveway access easement burdening the Circle of Trees Parcel and benefiting the Lazy Z Partners Parcel in the location described on Exhibit "A".

Declarant 2 grants a non-exclusive ingress-egress driveway access easement burdening the Lazy Z Partners Parcel and benefiting the Circle of Trees Parcel in the location described on Exhibit "A".

3. Shared Driveway Maintenance.

The shared driveway consists of an approximately 15 foot wide gravel road commencing on and proceeding westerly on, over, and across the Circle of Trees Parcel and the Lazy Z Partners Parcel.

The current and future owners of the Circle of Trees Parcel and Lazy Z Partners Parcel agree to share equally the costs of the maintenance and repair of the Driveway to standards existing at this time, or such other standards that they mutually agree on. In the absence of a mutual agreement on different standards, the standards existing at this time shall be maintained. The current standard is a compacted and graded aggregate driveway.

4. Additional Provisions.

This Agreement shall be enforceable against any person bound by this Agreement in possession of or having fee title to the Circle of Trees Parcel or the Lazy Z Partners Parcel. If any party bound by this Agreement defaults on the obligations set forth herein, the other party shall be entitled to enforce this Agreement in equity. The prevailing party at trial or on appeal in any enforcement action shall be entitled to reasonable attorney fees and costs. This provision shall not limit any party's rights to use other means provided by law, including seeking an injunction.

By their signatures, all signatories to this Agreement signing in a representative capacity certify that they are authorized to sign on behalf of and bind their respective principals.

No party, by virtue of this Agreement, is a partner or joint venturer of the other party in connection with activities carried on under this Agreement. No party, by virtue of this Agreement, shall have any obligation with respect to the other party's debts or any

other liabilities of each and every nature, and is not a guarantor of the other party, the project, or the work to be performed.

Should any provision of this Agreement violate any constitutional or statutory provision, that provision shall be severable and void, and the other provisions shall remain in full force and effect.

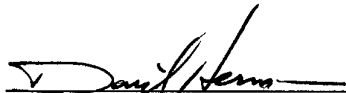
The undersigned, being the owners of the real property attached hereto and incorporated herein by this reference, hereby subject the above described real property to the terms, covenants, conditions and restrictions as imposed by this Agreement.

Any provision of this Agreement may be amended or repealed or other provisions may be added by the following method: (1) Property owners owning two-thirds of the property subject to this Agreement must consent in writing to the amendment or repeal of a provision or to the addition of a new provision; (2) Any amendment or repeal of a provision of this Agreement or any additional provision shall become effective only upon the filing in the official records of Deschutes County, Oregon, of a certificate of the setting forth in full the amendment, additional provision or repeal approved as provided in this section, and certifying that the amendment or additional provision or repeal has been approved in the manner required therefore herein.

This Agreement shall be recorded with the Deschutes County Clerk. The covenants, restrictions, and reservations, and grants of easements contained herein are perpetual, intended to run with the land, and shall bind subsequent purchasers.

It is the intent of the parties that the provisions of this Agreement shall be binding upon the parties, the parties' successors, heirs, executors, administrators, and assigns, or any other parties deriving any right, title or interest or use in or to the Circle of Trees Parcel and/or the Lazy Z Partners Parcel, including any person who holds such interests as security for the payment on any obligation, including the Mortgagee or other secured party in actual possession of the Real Property, by foreclosure or otherwise, or any person taking title from such security holder.

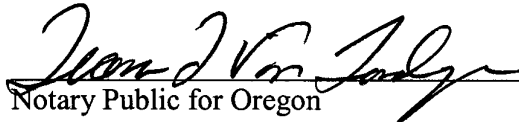
DATED THIS 21st day of December, 2005



David Herman
Managing Member
Circle of Trees, LLC


STATE OF OREGON)
) ss.
County of Deschutes)

On this 21st day of December, 2005, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared David Herman, known to me as the person whose name is subscribed to the within instrument as the Managing Member of Circle of Trees, LLC, that executed the instrument on behalf of Circle of Trees, LLC, which is subscribed to the within instrument.


Notary Public for Oregon

5.21.06
Date my commission expires

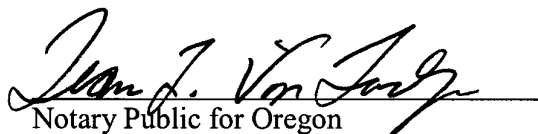
DATED THIS 21st day of December, 2005


David Herman
Managing Member
Lazy Z Partners, LLC

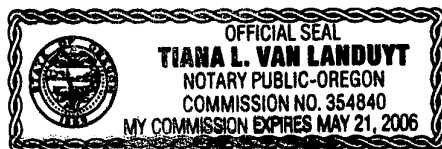


STATE OF OREGON)
) ss.
County of Deschutes)

On this 21st day of December, 2005, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared David Herman, known to me as the person whose name is subscribed to the within instrument as the Managing Member of Lazy Z Partners, LLC, that executed the instrument on behalf of Lazy Z Partners, LLC, which is subscribed to the within instrument.


Notary Public for Oregon

5.21.06
Date my commission expires



COVENANTS, RESTRICTIONS AND RESERVATION OF AND GRANT OF EASEMENT

EXHIBIT A

30' WIDE INGRESS - EGRESS EASEMENT

SHEET 1 OF 2

OVER AND ACROSS PARCELS OF LAND SITUATED IN SECTION 11 & SECTION 14, T15S, R10E, W.M., DESCHUTES COUNTY, OREGON

COURSE BEARING DISTANCE

1 S 70°02'49"E 150.00'

From Southwest Corner Parcel 1, Partition Plat No. 2004-49 to Point of Beginning of Centerline of 30' wide Ingress - Egress Easement, Segment 1, on Northerly Right-of-way of Jordan Road.

SEGMENT 1 (Course 2-22)

2 N 10°30'00"E 258.50'

From Point of Beginning of Ingress - Egress Easement, Segment 1, to Intersection with West Boundary of Parcel 1.

3 N 10°30'00"E 121.50'

4 N 15°30'00"E 330.00'

5 N 20°30'00"E 220.00'

6 N 28°30'00"E 240.00'

7 N 11°30'00"E 810.00'

8 N 03°30'00"E 130.00'

9 N 22°30'00"E 210.00'

10 N 29°00'00"E 153.23'

11 S 68°04'13"E 685.00'

12 S 81°00'00"E 185.00'

13 S 63°15'00"E 490.00'

14 S 69°30'00"E 350.00'

15 S 77°30'00"E 100.00'

16 N 87°00'00"E 355.00'

COURSE BEARING DISTANCE

17 N 57°00'00"E 180.00'

18 N 20°00'00"E 100.00'

19 N 01°00'00"E 200.00'

20 N 02°30'00"W 734.36'

21 N 02°30'00"E 545.00'

22 N 08°15'00"W 206.30'

23 S 09°41'55"E 385.48'

From end of Segment 1 to East Quarter corner of Section 11.

24 N 28°30'00"E 140.00'

From angle point of Segment 1 to Point of Beginning of Segment 2.

SEGMENT 2 (Course 25)

25 S 78°00'00"E 358.81'

From Point of Beginning of Segment 2 to Intersection with West Boundary of Parcel 1.

26 N 36°40'47"E 48.94'

From end of Segment 2 to angle point on West Boundary of Parcel 1.

LAZY Z PARTNERS, LLC.
VOLUME 2002, PAGE 21086
DESCHUTES COUNTY OFFICIAL RECORDS

PARCEL 3
PP NO. 2004-49

PARCEL 2
PP NO. 2004-49

SEE SHEET 2 OF 2

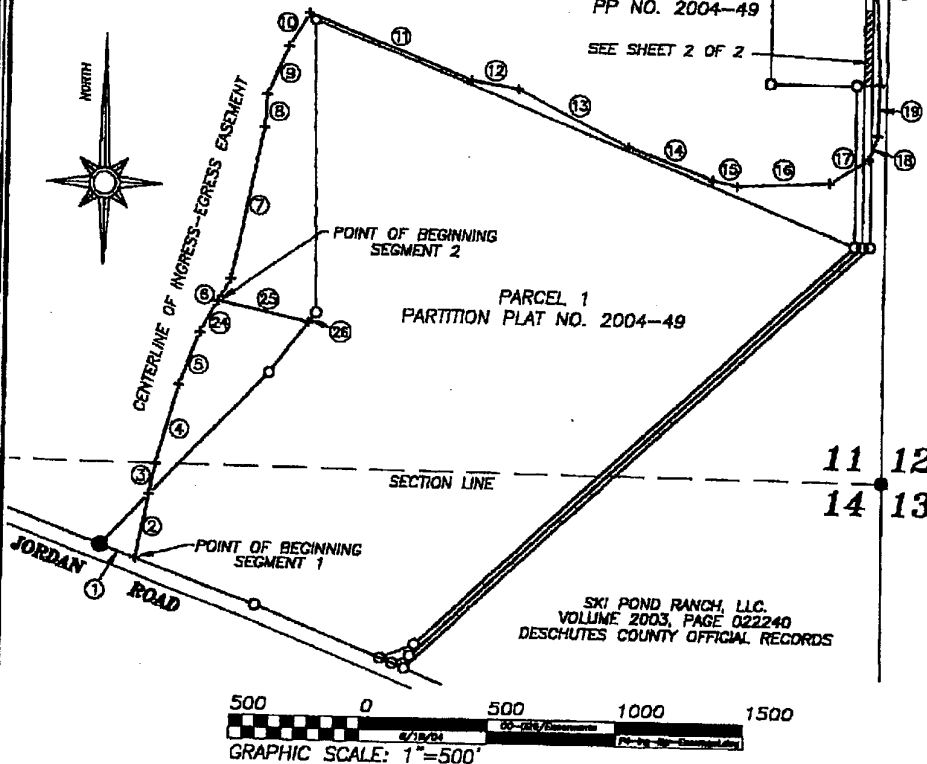


EXHIBIT "A" SHEET 2 OF 2

