

DEED RESTRICTIONS AT ODIN CREST ESTATES

T15S, R12E, W.M., Deschutes County, Oregon

1. No building, or other structures of any kind whatsoever, shall be constructed on said property for use for any other purpose than a residence together with such other incidental buildings as may be and are ordinarily used in connection with a residence or with farm uses.
2. Residences shall contain at least 850 net square feet ground living area, exclusive of garages and porches. All buildings and fences must be constructed in a workman-like manner of attractive, properly finished material that harmonizes with the surroundings.
3. All buildings constructed, excepting the portions or whole thereof, constructed of brick, block, or stone, shall be painted or process painted within six months of the date said buildings are completed. All buildings shall be complete and roofed not later than two years from beginning of construction.
4. All residences shall have an individual sewage disposal system located more than 100 feet from any water well. All state and county laws and regulations pertaining to health and sanitation shall be complied with.
5. No basement, tent, shack, garage or other outbuilding constructed or placed upon any portion of said tract shall be used as a permanent residence, nor structures of any kind shall be moved onto any lot excepting a small structure for use by a builder or owner as his construction base during the construction period, not to exceed two years.
6. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The grounds and buildings shall be maintained in a neat and orderly manner.
7. As to lots 18, 19, 20, 21 and 22 in Block 3, no grading, construction or overhead utility installation shall be permitted which restricts the use the existing aircraft runway located on the referenced lots. The owners of each of the referenced lots is granted an easement over and across the other referenced lots within the boundary of the existing runway for the maintenance and use of the existing airport runway.
8. These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of the above described subdivision, and it is intended hereby that any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce the restrictions herein set forth.
9. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said land and all persons claiming by, through or under them.
10. Invalidation of any one of these foregoing covenants, restrictions or conditions or any portion thereof by court order, judgment or decree shall in no way affect any of the other remaining provisions hereof, which shall, in such case, continue to remain in full force and effect.

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11. Any or all of the foregoing covenants may be amended by a simple majority of the owners of the lots within Odin Crest Estates by recording in Deschutes County said amendments together with a statement that the amendments are the representation of a simple majority of the owners in said Odin Crest Estates Subdivision.
12. Lots sharing drilled water wells shall be subject to the following provisions relating to the construction, operation, maintenance and expense of water production. All installation and construction costs, maintenance, and operating expense, shall be prorated amongst the users in accordance with their prorated share of water use. Where water use cannot be determined, each user shall share equally in such costs. If after 30 days any user fails to pay the apportioned share of such costs, any of the other parties may pay such cost and terminate water service to the non-paying user until such time as the prorated share is paid together with interest at the rate of 2% per month. Any such person paying the cost of another user shall have the right to place a lien on the users property for the above stated amounts. In the event of a dispute between users as to proration, expenses or other matters relating to these wells, each party shall appoint an arbitrator and these arbitrators shall appoint a third arbitrator to decide any issue. The decision of the arbitrator shall be final and binding upon both parties. Any lien created by this water well agreement shall run with the land and extend to any subsequent user of water and shall not be extinguished by any action relating to the title of the property.

The undersigned declares that he is the owner of said Odin Crest Estates and has the right to declare and covenant the above Deed Restrictions for Odin Crest Estates.

STATE OF OREGON )  
 ) ss.  
 County of Deschutes )

Patrick M. Gisler

February 18, 1982

Personally appeared the above named Patrick M. Gisler and acknowledged the foregoing instrument to be his voluntary act and deed.

16633

Before me:

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record

the 23 day of Feb A.D. 1982

at 2:31 o'clock P M., and recorded

in Book 354 on Page 84 Records

of Odin Crest Estates

ROSEMARY PATTERSON

County Clerk

By Amie Patterson Deputy

Shelley K. Holloway

Notary Public for Oregon

My commission expires: 6/5/82