

**VOL: 1999 PAGE: 21836**  
**RECORDED DOCUMENT**

STATE OF OREGON  
COUNTY OF DESCHUTES



\*1999-21836 \* Vol-Page

Printed: 05/04/1999 11:27:12

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

DATE AND TIME: May. 4, 1999; 11:03 a.m.

RECEIPT NO: 5493

DOCUMENT TYPE: Covenants,  
Conditions & Restrictions

FEE PAID: \$20.00

NUMBER OF PAGES: 3

A handwritten signature in cursive script that reads "Mary Sue Penhollow".

MARY SUE PENHOLLOW  
DESCHUTES COUNTY CLERK

After recording return to: Jerry L. Knighten Construction, Inc.  
P O Box 494340  
Redding CA 96049

99-083 County

99-21836-1

RECORDED BY  
FIRST TITLE & ESCROW CO.

**DECLARATION OF  
CONDITIONS, COVENANTS AND RESTRICTIONS  
RELATING TO USE OF A JOINT DRIVEWAY  
FOR LOTS SIX (6) AND SEVEN (7),  
PILOT BUTTE ESTATES, PHASE II, CITY OF BEND,  
DESCHUTES COUNTY, OREGON**

**RECITALS:**

1. Declarant, Jerry L. Knighten Construction, Inc. is the fee owner of Lots Six (6) and Seven (7), Phase II, City of Bend, Deschutes County, Oregon.
2. Because of their configuration, Lot Six (6) and Lot Seven (7) will require the use of a joint driveway.
3. The purpose of this declaration is to establish the conditions, covenants and restrictions relating to use, repair and maintenance of the joint driveway.

**DECLARATION:**

1. Jerry L. Knighten Construction, Inc. declare that Lot Six (6) and Lot Seven (7), Pilot Butte Estates, Phase II, City of Bend, Deschutes County, Oregon (hereinafter "Lot 6 and Lot 7"), shall be held, transferred, sold and conveyed subject to the provisions of this declaration.
2. The recitals previously made are adopted as part of this declaration.
3. Lot 6 and Lot 7 shall share the common driveway for ingress and egress to their respective garages and residence.
4. The driveway may be used by the owners and invitees; however, at no time shall the driveway be blocked by vehicles or otherwise so as to prevent the use of the driveway for ingress and egress by either party.

5. The owners of Lot 6 and Lot 7 shall equally share the cost of maintenance and repair of the driveway. The need for maintenance and repair shall be determined by mutual agreement.

6. If the parties cannot agree on the need for repair and maintenance or the use and the costs associated therewith, the parties agree to submit the issue to a mutually agreed upon arbitrator. If an arbitrator cannot be agreed upon then the matter will be resolved in accordance with the rules of: first, the Arbitration Service of Portland, or second, the American Arbitration Association; or, third, an arbitrator appointed by the presiding judge of the Deschutes County Circuit Court. The decision of the arbitrator shall be final and there shall be no appeal therefrom. The decision may be entered as a final judgement in the Deschutes County Circuit Court at the election of the prevailing party. Each party shall be responsible for one-half (1/2) the fees and costs of the arbitrator unless, in the discretion of the arbitrator, it is appropriate to award fees and costs to the prevailing party. The provisions of this declaration shall prevail over any inconsistent provision of the Arbitration Service of Portland or the American Arbitration Association. Fees include arbitrator fees and attorney fees.

7. These conditions, covenants and restrictions shall be binding on the owner, and the owner's heirs, successors and assigns, and lessees and invitees.

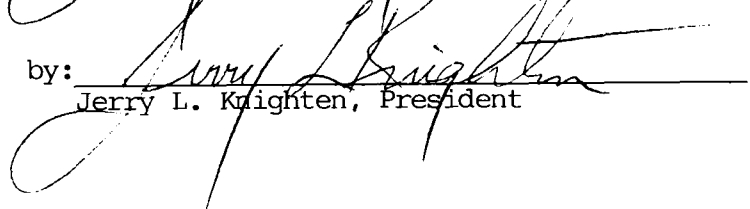
8. The "driveway" includes all paved area (concrete or asphalt) up to the garage servicing each residence.

9. These conditions, covenants and restrictions may be amended or revoked at any time upon an agreement in writing signed by the owners of Lot 6 and Lot 7, and any lienholder whose signature is necessary, which agreement shall be effective upon recording with the Deschutes County Clerk, in the deed records for Deschutes County, Oregon.

10. These conditions, covenants and restrictions shall run with the land and shall be binding on all parties claiming under them in perpetuity unless amended or revoked as set forth above.

**DECLARED** this 4th day of May, 1999.

  
\_\_\_\_\_  
**JERRY L. KNIGHTEN CONST., INC.,** Declarant

by:   
\_\_\_\_\_  
Jerry L. Knighten, President

NB

STATE OF OREGON,

County of Deschutes } ss. On this 2nd day of May, 1999,  
 before me appeared JERRY L. KNIGHTON and  
N/A both to me personally known, who being  
 duly sworn, did say that he/she, the said JERRY L. KNIGHTON  
 is the President, and he/she, the said N/A  
 is the Secretary of JERRY L. KNIGHTON CONSTRUCTION, INC.  
 the within named Corporation, and that the seal, if any, affixed to said instrument is the corporate seal of said  
 Corporation, and that the said instrument was executed on behalf of said Corporation by authority of its Board  
 of Directors, and JERRY L. KNIGHTON and N/A  
 acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Sharon Kunkel  
 Notary Public for Oregon.  
 My commission expires 2/28/02