

RECORDED BY
WESTERN TITLE & ESCROW CO.

**DECLARATION OF
CONDITIONS, COVENANTS AND RESTRICTIONS**

**RELATING TO USE OF A JOINT DRIVEWAY
FOR LOTS FIFTEEN (15) AND SIXTEEN (16),
ROCKWOOD ESTATES, PHASE IV, CITY OF BEND,
DESCHUTES COUNTY, OREGON**

RECITALS:

1. Declarants, William D. Thomason and Ann R. Thomason, husband and wife, are the fee owners of Lots Fifteen (15) and Sixteen (16), Rockwood Estates, Phase IV, City of Bend, Deschutes County, Oregon.
2. Because of their configuration, Lot Fifteen (15) and Lot Sixteen (16) 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. William D. Thomason and Ann R. Thomason hereby declare that Lot Fifteen (15) and Lot Sixteen (16), Rockwood Estates, Phase IV, City of Bend, Deschutes County, Oregon (hereinafter "Lot 15 and Lot 16"), 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.

AFTER RECORDING RETURN TO:

Western Title & Escrow Co.

1345 NW Wall St.

Bend, OR 97701

3. Lot 15 and Lot 16 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 15 and Lot 16 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 judgment 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 15 and Lot 16, 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 1 day of October, 1997.

William D. Thomason Ann R. Thomason
WILLIAM D. THOMASON, Declarant ANN R. THOMASON, Declarant

STATE OF OREGON)
) ss.
County of Deschutes)

On the 1 day of October, 1997, personally appeared the above-named William D. Thomason and Ann R. Thomason, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Nancy Flood
Notary Public for Oregon



STATE OF OREGON) ss.
COUNTY OF DESCHUTES)
I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:
97 OCT 10 PH 3:27
MARY SUE PENHOLLOW
COUNTY CLERK

DEPUTY
BY: G. J. [Signature]
NO. **97-37526** FEE **15-**
DESCHUTES COUNTY OFFICIAL RECORDS