

When Recorded
return to:

→ Doug Bennett
209 N.E. Greenwood
Bend, Oregon 97701

95-34925

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT is made and entered into this 5th day of October 1995, by and between MARKER DEVELOPMENT, INC., and Oregon corporation, hereinafter the "Covenantor" and DOUGLAS BENNETT, hereinafter the "Covenantee", as follows:

W I T N E S S E T H

WHEREAS Covenantor and Covenantee entered into a Contract and Receipt for Earnest Money, dated August 29, 1995 and that certain Addendum dated September 11, 1995 (hereinafter the "Contract"), for those certain premises commonly known as 21387 Starling Drive, Bend, Oregon 97701 and more particularly described as follows:

Lot 2, Sunpointe, Phase I, Deschutes County, Oregon
(hereinafter "Parcel A"); and

WHEREAS Covenantor is the owner/builder for those certain premises commonly known as 21383 Starling Drive, Bend, Oregon 97701 and more particularly described as follows:

Lot 3, Sunpointe, Phase I, Deschutes County, Oregon
(hereinafter "Parcel B"); and

WHEREAS Mount Bachelor, Broken Top, South Sister, Middle Sister and North Sister (commonly known as the "Three Sisters") are now clearly visible or partially visible

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BEND TITLE COMPANY
16 OREGON AVENUE, BEND

from each and every vantage point of Parcel A without any impairment, impediment, hinderance or obstruction (hereinafter the "View"); and

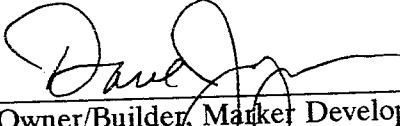
WHEREAS Covenantor and Covenantee agree that such View is considered an asset of Parcel A and adds value thereto;

NOW, THEREFORE, the Covenantor and Covenantee herewith agree that, Covenantor, its grantee(s), heir(s), succesor(s) and assign(s) will not further build, construct, erect or plant any object, whether animate or inanimate, which would, in any way, impair, impede, hinder or obstruct such View; and

The Covenantee, his heir(s), successor(s) and assign(s) may enforce this Restrictive Covenant through court action, including, but not limited to damages and/or an injunction; and

This Restrictive Covenant is reasonable and not against public policy.

Dated: 10/5/95
Covenantor:


Owner/Builder, Marker Development, Inc.
Dave Jasper, President

Dated: 10-5-95
Covenantee:


Douglas J. Bennett

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

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:

95 OCT -5 PM 3:51
MARY SUE PENHOLLOW
COUNTY CLERK

BY Wallace DEPUTY
NO. 95-34925 FEE 15.00
DESCHUTES COUNTY OFFICIAL RECORDS

STATE OF OREGON,

County of Deschutes

} SS.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 5th day of October, 19 95,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Dave Jasper and Doug Bennett

known to me to be the identical individual^S described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

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



Michelle Mahoney
Notary Public for Oregon.
My Commission expires 5/26/98