

RESERVATIONS AND RESTRICTIVE COVENANTS

Tetherow Crossing Property Owner's Association, Inc., make the following declaration:

To the Public: Declaration of restrictions upon the real property situated in Deschutes County, Oregon, more particularly described in Exhibit "A" which is attached hereto and by this reference, made a part hereof. It is the intent and purpose of these reservations and restrictive covenants to protect the rights and investment of all property owners within this development so they can be assured enjoyment from the use and habitation thereof, at the same time preserving the natural beauty and environment.

RESTRICTIONS

a) No residence shall be constructed on any acreage or portion thereof, which contains less than one-thousand (1,000) square feet of living area, exclusive of garages, porches, and outbuildings. The value of said residence shall not be less than Seventeen Thousand Five Hundred and No/100's (\$17,500) Dollars, including attached garages and porches. Mobile homes shall be an exception as noted in paragraph (g) below.

b) No building shall be constructed on any acreage or any portion thereof which shall be nearer than Fifty (50) feet from front property line and Twenty-Five (25) feet from any interior lot line. For the purpose of these restrictions, eaves, steps, and porches shall be considered as a part of the building.

c) No basements, shack, garage, or other outbuilding constructed or placed upon any portion of said acreage shall at any time be used as a temporary residence or permanent residence — except a small trailer house may be used as a temporary residence while a permanent residence is being constructed but such temporary residence shall be limited to a period not to exceed six (6) months.

d) All residence, dwellings, and other outbuildings erected shall be placed on a solid continuous concrete or masonry foundation.

e) All buildings which may be placed or constructed on any acreage or portion thereof, must be painted or process painted within six (6) months from the date that said buildings are completed. Stone, brick, and masonry buildings or portions of buildings are excepted.

f) All dwellings shall have an individual sewage disposal system installed and constructed in compliance with the requirements of the State Sanitary Authority or Health Authority having jurisdiction. All sewer and water lines shall be covered to blend with the natural terrain.

g) No mobile home, smaller than fourteen (14) feet in width, to be used as a permanent residence, will be allowed on any acreage or portion thereof. All mobile homes shall be models with contemporary siding and in good condition. All mobile homes and outbuildings used in connection with such mobile homes shall be constructed and shall be kept painted to remain esthetically compatible with homes in the area. All mobile homes placed upon the property shall have a foundation or skirt of masonry or matching metal. No more than one mobile home unit or house may be on less than 2 1/2 acres of land. No parcel may be divided into less than 2 1/2 acre parcels.

h) No obnoxious or offensive trade or activity shall be carried on upon any acreage or portion thereof, nor shall anything be done thereof which may be or may become an annoyance to the neighborhood. No swine or chickens will be allowed.

i) No acreage shall be used or maintained as a dumping ground for rubbish, trash, garbage, wrecked vehicles, or other waste. Any normal accumulation of garbage or waste shall be kept in sanitary containers at all times.

j) A private barn and or stable may be maintained for limited livestock production provided that such production is not a commercial or feedlot enterprise.

k) Commercial use. No commercial use or trade shall be carried on upon any parcel without the written consent of the Property Owner's Association. No trucks with capacity in excess of 3/4 ton and no commercial type vehicle shall be stored or parked except in a closed garage or in a concealed area.

l) Filling and removing. No parcel shall be altered or changed in terrain without the prior written consent from the Property Owner's Association. The elevation of a parcel shall not be changed so as to materially affect the surface elevation or grade of the surrounding plats. No rock, gravel, or clay shall be excavated or removed from any property for commercial uses.

m) Nuisances. For the purpose of these restrictions, the term nuisance shall be defined as any activity or condition violating the provisions of these restrictions. In the event that any owner of any property in the subdivision shall fail or refuse to keep his premises free from nuisances, then the Property Owner's Association may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such a removal, a lien shall arise and be created in favor of the Property Owner's Association and against such parcel for the full amount chargeable to such parcel and such amount shall be due and payable within thirty (30) days after the owner is billed therefore.

By Laws of Association of Tetherow Crossing Property Owner's Association, Inc. March 14, 1991

n) Effective restrictions. The above restrictions and covenants are to run with the land and shall be binding upon all parties and persons owning property within the aforescribed property and their future grantees, assigns, heirs, and successors. Other than granting a variance which shall be left up to the committee, a change in restrictions or covenants can only be effected upon a petition signed by two-thirds (2/3) of the majority of the record owners of the property agreeing to the change.

o) Remedies for violations. If any of the above restrictions or covenants shall be violated it shall be lawful for any other person owning real property situated within said development to prosecute any proceeding against the person violating the restrictions to either permit him from so doing or to recover damages for such violation or both. Any other remedy granted by these restrictions and covenants shall be in addition to the aforesaid remedy. The failure to promptly enforce any of the covenants or restrictions shall not bar their enforcement. The invalidation of any or more of the covenants or restrictions by any court of competent jurisdiction shall not affect any of the other restrictions or covenants and they shall remain in full force and effect.

Exhibit A, continued: Tetherow Crossing Subdivision Description of Property

S 1/2 SW 1/4 Sec. 24; N 1/2, N 1/2 S 1/4, SE 1/4 SW 1/4, S 1/2 SE 1/4 Sec. 25
That portion lying N of the center of Deschutes River Westerly from Tetherow Bridge and that portion lying Northerly of Deschutes River Rim in SW 1/2 NE 1/4; and that portion lying N of Rim SE 1/4 NE 1/4 Sec. 36 Township 14 S Range 12 EWM. SW 1/4 NW 1/4, W 1/2 SW 1/4 Sec. 30 Township S. Range 13 EWM
NW 1/4 NW 1/4, that portion lying N of Rim SW 1/4 NW 1/4 Sec. 31 Township 14S Range 13 EWM.
Containing 1080 acres more or less.

As of August 10, 1991 the above reservations and restrictive covenants supersede and replace the reservations and restrictive covenants recorded with Deschutes County, May 10, 1974.
Tetherow Crossing Property Owner's Association, Inc.

By Steve Chordas
President

ATTEST: Barbara J. Jenkins
Secretary

STATE OF OREGON)
) ss.
County of Deschutes)

On this 13 day of August, 1991, personally appeared before me Steve Chordas, who, being duly sworn, did say that he is the President of TETHEROW CROSSING PROPERTY OWNERS ASSOCIATION, INC., and that said instrument was signed in behalf of said association by authority of its Board of Directors and a majority of the Association by a mail vote held April 5, 1991, and he acknowledged said instrument to be its voluntary act and deed.

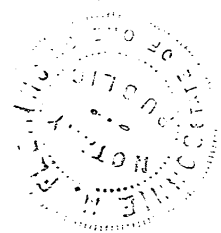
Bonne m. Heng Notary Public for Oregon

My Commission Expires: 9/11/93

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:

91 AUG 29 AM 8:57
MARY SUE PENHOLLOW
COUNTY CLERK

BY: M. Egan DEPUTY
NO. 91-2529 FEE 10
DESCHUTES COUNTY OFFICIAL RECORDS



Return to:
Tetherow Crossing Property
Owners Assoc Inc
PO Box 405
Redmond, Oregon 97756