

Return to:
Frank M. Chase
265 Falcon Crest Dr
Redmond, OR 97756

501 - 2805

98-29361
The Crossing

Building and Use Restrictions

In order to provide for the orderly development and maintenance of a spacious recreational residential area where liberal open spaces insure healthful and safe living conditions, we do hereby subject said THE CROSSING, a land partitioning, to the following building and use restrictions:

The property contained in THE CROSSING is legally described as follows:

*Lots 1 through 5, The Crossing, Deschutes County, Oregon,
a major partition No. MJP 81-13*

It is the intent and purpose of these reservations and restrictive covenants to protect the rights and investments 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.

LAND USE AND BUILDING TYPES:

1. Each lot owner in the subdivision shall be responsible for the exterior maintenance, repair, and landscaping of their property. Maintenance is to be done in accordance with usual community standards for single family residences in the area. No owner shall permit the growth of noxious or annoying weeds on their property.
2. No boat, motorcycle, motor home, mobile home, camper, trailer, or recreational vehicle shall be kept in open or public view. Such vehicles must be stored in a garage or carport in the side or back yard, not extending in front of the house, and screened from the public and the neighbor's view.
3. All refuse shall be kept in sanitary containers and screened from public view and shall not be dumped in the subdivision.
4. No trailer, van, bus, camper, truck, tent, garage, barn shack or storage structure located on the property shall be used as a residence, either permanently or temporarily.
5. All outbuildings and storage sheds must be constructed of the same exterior materials as the main dwelling.
6. Sewage disposal systems, septic tanks and domestic water wells shall be in accordance to specifications set out by local governing agencies,, Department of Environmental Quality, and the Deschutes County Sanitation, and Watermaster. Water source to be set back from septic system and cased to a depth specified by the same.
7. No building or other structure of any kind whatsoever shall be constructed on said property for use for any other purposes than as a residence. Outbuildings shall be permitted and may include a barn or shelter for the livestock permitted by the paragraph on Livestock and Poultry of the restrictions. The

construction and appearance of such outbuildings shall be equal or superior to the exterior construction and conform to the appearance of the surrounding dwellings. Abundant use of outdoor decks and patios will be encouraged.

8. 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.

9. 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.

TEMPORARY STRUCTURES

1. No structure of a temporary nature including basements, tents, shacks, garages, barns, or other outbuildings shall be used on any lot at any time as a permanent residence. For purposes of this covenant, permanent is defined as a period of time in excess of 6 months. No old structures shall be moved to or placed on any of said THE CROSSING.

LIVESTOCK AND POULTRY

1. No animals, livestock, swine, or poultry shall be raised, bred or kept for commercial purposes. No animals, livestock, swine, poultry shall be kept which may become an annoyance, nuisance, or menace to the neighborhood. A feed lot operation is prohibited.

SET BACK LINES

1. All plot plans for dwellings, auxiliary buildings, steps, decks, patios, open porches shall be approved by Neil Chase prior to commencing any permanent construction. Mr. Chase's mailing address is 7265 Falcon Crest Drive.

PERMANENT DWELLINGS

1. All residences, or other dwellings erected shall be placed on a solid poured concrete or masonry block foundation. The use of wood stains in lieu of paints will be encouraged.

2. A time limit is hereby imposed on the length of time required for construction of any residential structure. A period of time not to exceed one (1) year from the date of beginning construction is allowed for the completion of said construction.

GARBAGE, AND WASTE

1. No parcel shall be used or maintained as a dumping or storage ground for rubbish, garbage, trash, old automobiles or other waste and such items shall not be kept on the property except in sanitary metal and closed containers. All equipment

for the storage or disposal of such material shall be kept in a clean and sanitary condition.

2. No parcel shall be used in whole or in part, for any purpose or in any manner that will cause such lot to appear in an unclean or untidy condition, or which will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause noise that will or might disturb the peace, comfort or serenity of occupants or surrounding property.

WATER SUPPLY

1. All individual water supply systems shall be designed, located and constructed in accordance with the requirement of state, county and other authorities having jurisdictions.

SIGNS

1. Name and address signs of occupants shall be of a design which is compatible with surrounding area.

NUISANCES

1. 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 any other owner of THE CROSSING may enter upon such lands after notice 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 other owners 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 therefor.

2. No trees shall be cut or removed except those necessary for the construction of a home and outbuildings, for necessary road and for driveways, and for garden and lawn use.

3. No deep, raw cuts shall be made in the landscape unless this cut is properly camouflaged and otherwise covered so as not to distract from the original nature of the land. This shall be done within six weeks of the opening of said cut.

OIL AND MINING OPERATIONS

1. No oil drilling, oil development operations, oil refining, quarrying of gravel or cinders or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected,, maintained or permitted upon any lot.

MAINTENANCE

1. Each lot shall be maintained in good and clean condition and free of hazards to the adjacent property and to the occupants thereof.

PROPERTY OWNERS RIGHTS

1. These restrictions may be amended or modified a any time by the affirmative vote of three fifths (3/5) of the then owners of the parcels in THE CROSSING.

ATTORNEY FEES

1. Should suit or action be instituted to enforce any of the foregoing restrictions or covenants after written demand for the discontinuance of a violation thereof and any failure to do so, then whether said suit be reduced to decree or not, the owner seeking to enforce or to restrain any such violation shall be entitled to recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sums as the Court may adjudge reasonable as an attorney fee in such suit or actions.

TERMS OF THESE COVENANTS

1. 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, until January 1, 2008, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of three fifths (3/5) of the then owners of the tracts have agreed to change said covenants in whole or in part.

2. Invalidation of any one of these foregoing covenants, restrictions, or conditions, or any part 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 in full force and effect.

EASEMENTS

1. Easement for installation and maintenance of utilities and drainage facilities are reserved over the exterior twenty (20) feet of each parcel. Within these easements, no structures, planting, except grass, ground cover or small shrubs, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each parcel and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

ENFORCEMENT

1. The foregoing Conditions and Restrictions shall bind and inure to the benefit of, and be enforceable by suit for injunction or for damages by any owner or owners of any of the above described lands,, their legal representatives, heirs, successors or assigns, to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

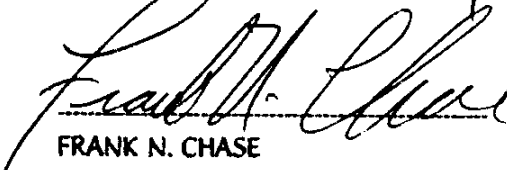
SEVERABILITY

1. The provisions hereof shall be deemed independent and severable: the invalidity, partial invalidity, or unenforceability of any other provisions hereof.

SINGULAR AND PLURAL

1. The singular and plural number and masculine, feminine and neuter gender shall each include the other where the context requires.

IN WITNESS WHEREOF, the parties hereto have caused these covenants to be signed this 8 day of July, 1998.


FRANK N. CHASE

STATE OF OREGON,

FORM NO. 23 — ACKNOWLEDGMENT

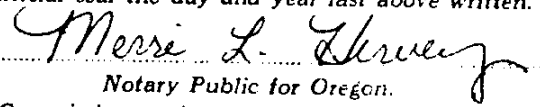
County of Deschutes } ss.

BE IT REMEMBERED, That on this 8th day of July, 19 98
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Frank N. Chase

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that he 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.




Notary Public for Oregon.
My Commission expires _____

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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:

98 JUL -8 PM 12:35

MARY SUE PENHOLLOW
COUNTY CLERK

BY:  DEPUTY
NO. 98-29361 FEE 36.12
DESCHUTES COUNTY OFFICIAL RECORDS