

LEGAL DESCRIPTION

Commencing at the Southeast corner of Donation Land Claim No. 55 in Section 1, Township 37 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon; thence North 00° 10' 20" West (Record NORTH), along the Easterly boundary of said Donation Land Claim, a distance of 1413.72 feet; thence leaving said Easterly boundary, North 89° 37' 14" East (Record EAST) a distance of 28.51 feet to a point on the Easterly right-of-way line of Hamrick Road, said point being the most Westerly Southwest corner of Tract A, described in Instrument No. 95-21212, of the Official Records of said Jackson County for the POINT OF BEGINNING; thence North 00° 13' 57" West, along said right-of-way, and the boundary of said Tract A, a distance of 1056.62 feet; thence North 89° 44' 10" East, leaving said right-of-way, a distance of 238.76 feet; thence South 00° 15' 50" East, leaving the boundary of said Tract A, a distance of 56.93 feet; thence South 48° 06' 58" East 102.95 feet; thence South 40° 46' 44" East 73.57 feet; thence South 35° 27' 41" East 52.05 feet; thence South 38° 00' 16" East 803.94 feet; thence South 38° 29' 48" East 52.00 feet; thence South 38° 00' 16" East 122.68 feet; thence South 19° 16' 32" East 44.28 feet; thence South 14° 10' 28" East 97.86 feet to a point on the Easterly boundary of the aforementioned Tract A, said point being monumented with an iron bolt; thence South 21° 57' 52" East, leaving said Easterly boundary, a distance of 61.00 feet; thence South 14° 53' 37" East 428.96 feet; thence South 28° 24' 00" East 87.30 feet; thence South 50° 00' 43" East 350.96 feet; thence SOUTH 49.11 feet; thence South 89° 59' 50" East 69.00 feet; thence South 75° 11' 14" East 53.79 feet; thence North 89° 35' 19" East 85.77 feet to a point on the aforementioned Easterly boundary of Tract A; thence South 56° 18' 07" East (Record South 56° 19' 46" East) along said Easterly boundary, a distance of 57.98 feet; thence SOUTH 260.04 feet; thence North 89° 59' 20" West 333.48 feet; thence South 00° 01' 14" West a distance of 203.085 feet to a point for the Northeast corner of Tract B, as described in the aforementioned Instrument No. 95-21212; thence continue South 00° 01' 14" West along the boundary of said Tract B, a distance of 50.43 feet to a point on the Northerly right-of-way line of Biddle Road; thence North 85° 47' 08" West along said right-of-way, a distance of 409.33 feet; thence along the arc of a 11509.156 foot radius curve to the left (the long chord to which bears North 86° 06' 08" West 126.21 feet) an arc distance of 126.21 feet; thence North 03° 35' 01" West 8.21 feet to a point on the boundary of the aforementioned Tract A; thence South 89° 37' 14" West along said boundary a distance of 153.38 feet; thence leaving said right-of-way North 00° 10' 20" West 247.95 feet; thence leaving said boundary South 89° 59' 50" East 120.00 feet; thence North 00° 10' 20" West 235.33 feet; thence South 89° 37' 14" West 120.00 feet to a point on the aforementioned boundary of Tract A; thence North 00° 10' 20" West along said boundary 571.52 feet; thence leaving said boundary North 89° 49' 40" East 117.51 feet; thence North 75° 06' 23" East 96.55 feet; thence North 14° 53' 37" West 262.25 feet; thence South 51° 59' 44" West 101.00 feet; thence South 89° 37' 14" West 64.48 feet to a point on the aforementioned boundary of Tract A; thence continue South 89° 37' 14" West, leaving said boundary, a distance of 438.94 feet; thence North 00° 13' 57" West 143.72 feet to a point on the aforementioned boundary of Tract A; thence South 89° 37' 14" West, along said boundary, a distance of 265.00 feet to the Point of Beginning.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Randy L. Fitch

OREGON
JULY 14, 1998
RANDY L. FITCH
2867

EXPIRES: 12-31-99

C.P. East, Phases 1, 2, 3 & 4
(97-140, 97-141, 97-142, 97-143)
November 6, 1998
(cpe1234.rlf)

Randy L. Fitch
L.S. 2867 - Oregon
Expires 12/31/99
Hoffbuhr & Associates, Inc.

EXHIBIT "B"

PRESERVATION & MAINTENANCE OF TREES

(Restrictive Covenant)

The Declarant, does hereby make the following Restrictive Covenants for the above described real property specifying that these Covenants shall run with all of the land and shall be binding on all persons claiming under such land and that these covenants shall be for the benefit of, and a limitation upon, all future owners of said real property.

The purpose of these Covenants is to ensure that the use of the subject property by the residents of the Subdivision, will be in accordance with the Covenants set forth herein, specifically relating to the preservation and maintenance of trees located within the Subdivision.

The following Restrictive Covenants apply to the property described in Exhibit "A":

1. After the development of applicable phases of the Subdivision, Declarant, and its Legal Representatives, Successors, Assigns and Lessees are restricted from removing any trees from the property, unless it is determined by a licensed arborist that a tree is dead, diseased or causing safety or growth problems on the Subdivision property. In the case of authorized removal a comparable tree shall be planted and maintained by the Lot Owner upon whose property the original tree was located.
3. The foregoing Covenants shall bind and enure to the benefit of, and be enforceable by a Suit in Equity or an Action at Law for damages by the Owner (s) of the above described property, and their Legal Representatives, Heirs, Successors or Assigns. Failure to enforce any of such Covenants shall in no event be deemed a waiver of the right to do so thereafter.
4. The City of Central Point, Oregon, a political subdivision of the State of Oregon, shall be considered a party to these Covenants and shall have the right, if it so desires, to enforce the same by Judicial or Administrative Proceeding. The Restrictive Covenants contained herein cannot be removed or modified without the written consent of said City.
5. In case a suit or action is instituted to enforce any of the foregoing restrictions or covenants, the prevailing party in such suit or action shall be entitled to recover from the losing party such sum as the court or courts may adjudge reasonable as attorney's fees in such suit or action or in any appeal thereof.

Invalidation of any of these Covenants shall not affect any of the other Covenants which shall remain in full force and effect.

EXHIBIT "C"

PRESERVATION & MAINTENANCE OF PRIVACY BARRIER

(Restrictive Covenant)

The Declarant does hereby make the following Restrictive Covenants for the described real property, specifying that these Covenants shall run with all of the land and shall be binding on all persons claiming under such land and that these Covenants shall be for the benefit of, and a limitation upon, all future owners of said real property.

The purpose of these Covenants is to ensure that the use of the above described real property by future residents of the Subdivision, will be in accordance with the Covenants set forth herein, specifically relating to any Privacy-Barrier constructed and located as shown on the Official Subdivision Plat, which consists of a landscaped berm, fencing, vegetation and an irrigation system.

The following Restrictive Covenants apply to the property described in Exhibit "A" :

1. Declarant, and its Legal Representatives, Successors, Assigns, and Lessees hereby acknowledges and agrees to accept by the placement of this Covenant or the acceptance and recording of this Instrument, that the area between any Privacy-Barrier fence and the outside boundary of the Subdivision, the landscaped berm, the vegetation, and the irrigation system located thereon, shall be maintained by the Common Improvement Maintenance Committee as described in the Subdivision, Declaration of Covenants, Conditions and Restrictions, ("CC&R's") to which this Exhibit "C" is attached and that said Common Improvements Maintenance Committee hereby is granted an easement to enter upon the area between the Privacy-Barrier fence and the Subdivision boundary for said purposes; and also has the benefit of an Easement as shown on the Official Subdivision Plat for an irrigation water meter, control valves and pipe which supplies the water to the irrigation system and to the Common Improvements lighting systems, referred to therein.

2. Declarant, and its Legal Representatives, Successors, Assigns and Lessees shall at all times maintain the above referred to Privacy-Barrier, landscaped berm, fence and vegetation located within the property owners' back-yards between the Privacy-Barrier fence and the Lot Owners' home, in the same or similar manner as originally constructed.

3. Declarant, and its Legal Representatives, Successors, Assigns and Lessees are restricted from removing any trees from any Privacy-Barrier, landscaped berm and vegetation remaining after the Subdivision is completed, unless it is determined by a licensed arborist that a tree is dead, diseased or causing safety or growth problems in the Privacy-Barrier, landscaped berm, fence and vegetation. In the case of authorized removal a comparable tree shall be planted and maintained by the Lot Owner.

4. These Covenants shall run with all of the land that is located adjacent to any Privacy-Barrier areas referred to in Paragraph 1 above and shall be binding on all persons claiming under them and these Covenants shall be for the benefit of and limitations upon all future owners of said real property.

5. The foregoing Covenants shall bind and enure to the benefit of, and be enforceable by a Suit in Equity or an Action at Law for damages by the Owner or Owners of the above described real property and their Legal Representatives, Heirs, Successors or Assigns. The failure to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

6. The City of Central Point, Oregon, a political subdivision of the State of Oregon, shall be considered a party to these Covenants and shall have the right, if it so desires, to enforce the same by Judicial or Administrative Proceeding. The Restrictive Covenants contained herein cannot be removed or modified without the written consent of the City.

7. In case a suit or action is instituted to enforce any of the foregoing Covenants, the prevailing party in any such a suit or action shall be entitled to recover from the losing party such sum as the court or courts may adjudge reasonable as attorney's fees in such suit or action or in any appeal thereof.

Invalidation of any of these Covenants shall not affect any of the other Covenants which shall remain in full force and effect.

EXHIBIT "D"

DEED DECLARATION

LOT NUMBER (S) _____

The above described residential lot (s), which is a part of the Real Property described in Exhibit "A" of the Covenants, Conditions and Restrictions ("CC&R's") to which this Exhibit "D" is attached, is located adjacent to designated commercial or industrial land, and it is understood that owners and occupants of a residential dwelling located on this lot may be subject to the various types of odor or noise brought about by the customary and accepted operation of the businesses located thereon during their normal course of business. The purchaser or purchasers of the above described lot, by signing below, accept as normal and necessary, said approved uses on the adjacent commercial and/or industrial parcels.

SIGNED THIS ___ DAY OF _____, _____.

PURCHASER (S) _____

Jackson County, Oregon
Recorded
OFFICIAL RECORDS
DEC 18 1998
4:12 PM
Arthur J. Beckwith
COUNTY CLERK