

Jennifer Orozco



**From:** Tony Krau <tony.krau@gmail.com>  
**Sent:** Tuesday, July 30, 2024 9:09 PM  
**To:** Plan  
**Subject:** Application 217-24-000070-PLNG – Greenbar Comprehensive Plan Amendment  
**Attachments:** Krau - Additional Testimony 7.30.24.pdf; Krau - Land Documents.pdf

Attached please find additional testimony for :Application 217-24-000070-PLNG – Greenbar Comprehensive Plan Amendment.

Anthony and Michelle Krau

Lot 13, Cimarron Hills Phase 2

6401 SE Riverdance Rd., Prineville, OR 97754

[CAUTION:This email originated from outside of the organization. DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe]

Crook County Community Development  
300 NE 3rd St. Room 12  
Prineville OR 97754

Re: Application 217-24-000070-PLNG – Greenbar Comprehensive Plan Amendment

We are Anthony and Michelle Krau, residents of Lot 13 Cimarron Hills Phase 2 (6401 SE Riverdance Rd, Prineville). This is additional testimony in response to the initial hearing for this application held on 7/24/24.

We would like to start by establishing that we are not bound by a waiver/easement prohibiting us from objecting to this mining application. Attached please find our property documents including current Deed and Easements that have been recorded with our property. No documents include a waiver or easement barring us from objecting to mining in our area. Your own staff acknowledges that they did not find any waivers attached to Cimarron Hills Phase 2. The applicant's attorney also only provided a reading from an easement that applies to Lots 1 – 10 of Cimarron.

We attended the hearing on 7/24/24 in person (Anthony) and by Zoom (Michelle) and found there were several discrepancies by the Applicant (Greenbar) and their attorney.

- Waiver: Applicant submits that waivers have been signed by “virtually all property owners within the Impact Area” including Cimarron Hills Phase 2. As we have noted above, our property (Lot 13) in Cimarron Phase 2 is not subject to any waiver/easement prohibiting us from objecting. Only five structures in Cimarron Hills Phase 1 may have the waiver/easement that the applicant's attorney referenced in the meeting. The majority of testimony has been provided by residents outside of Cimarron Hills, therefore not subject to waivers, and Cimarron Hills Phase 2, that we have shown are also not subject to waivers, at least in our case.
- Landlocked: Applicant submits “The subject parcel is landlocked”. Your staff report proves that incorrect and has provided the easement documents showing that the residential property of Lot 15 of Cimarron Hills Phase 2 is not landlocked.
- Rock stays in Crook County: The Applicant and their attorney testified in the hearing that the rock from the quarry stays 90% - 100% in Crook County and Juniper Canyon. However, according to Greenbar's own Facebook posts, a vast majority of the projects posted in the last year are outside of Crook County. Are we to believe that the amount of rock required to create apartment complexes, parking lots and commercial buildings are being purchased in those counties and not trucked in from their own quarry here in Prineville?

3:08

Greenbar Excavation

Posts About Photos More

Greenbar Excavation  
Aug 18, 2023

It's busy out here in Sunriver! New fire station underway! 🔥

Greenbar Excavation [Call now](#)

176 3 comments

Like Comment Send Share

3:07

Greenbar Excavation

Posts About Photos More

Like Comment Send Share

Greenbar Excavation  
Dec 6, 2023

Getting the parking lot ready for this new apartment complex 🏡

Stay tuned for updates as we begin breaking ground on another apartment complex in Redmond, Oregon!

3:06



< Greenbar Excavation

Posts About Photos More ▾

**Greenbar Excavation**  
Dec 6, 2023 · 🌐

Another commercial building in the works in Redmond, Oregon!... See more



6

Like Comment Send Share

3:06



< Greenbar Excavation

Posts About Photos More ▾

**Greenbar Excavation**  
Dec 6, 2023 · 🌐

You can find us on many different job sites throughout Central Oregon!

We are excited to be breaking ground on a new Vet Clinic in Redmond 🔥



3:05

Greenbar Excavation

Posts About Photos More

**Greenbar Excavation**  
Dec 6, 2023

Stay tuned for final pictures on the new Mid Oregon Credit Union in Bend, Oregon! 😊

9

Like Comment Send Share

3:05

Greenbar Excavation

Posts About Photos More

grow your business  
 ✓ Decrease or eliminate processing fees  
 ✓ Generate foot traffic

2 shares

Like Comment Send Share

**Greenbar Excavation**  
Dec 7, 2023

Breaking ground on another new apartment complex on Canal in Redmond, Ore... See more

4

Like Comment Send Share



3:04



< Greenbar Excavation

Posts About Photos More

Greenbar Excavation  
Dec 6, 2023

Another commercial building in the works in Redmond, Oregon!... See more



3:00



< Greenbar Excavation

Posts About Photos More

Greenbar Excavation  
Apr 5

Getting started on another apartment complex in Redmond!



22

1 comment

Like Comment Send Share

3:06



< Greenbar Excavation

Posts About Photos More

Greenbar Excavation  
Dec 6, 2023

Another update on the new Burger King in Klamath Falls, Oregon!



22

1 comment 1 share

Like Comment Send Share

- **Trucking:** The applicant, their attorney and their supporter Mr. Bartels all had contradicting information on the number of trucks that get hauled out of the current mine. Mr. Bartels stated that the quarry is very busy and he hauled multiple truckloads daily. While Mr. Brown's attorney stated that only about one truckload is taken out daily, if that. While Mr. Brown stated multiple loads are delivered daily. So, which is it? Is the quarry so busy that it's setting multiple trucks out on to Juniper Canyon Highway, or is the quarry so insignificant that maybe there is one truck daily? The count appeared to change depending on the question asked.
- It was also revealed in the hearing that the current permit established in 2017 was obtained under questionable circumstances. The permit was approved by just a staff member without a hearing or input from the public. This was after it was previously denied and a court upheld that denial. And that was denied before there were at least 15 residents in the area. Along with a recent email from DOGAMI stating the permit they have is not in the current owner's names and they have been asked multiple times to update it. It brings into question if there are grounds for that permit to be revoked?

In order to approve this application, the board must go through steps, including the following.

1. **Determine if the Sight is Significant:**
  - a. **Location:** This is proposing to expand a mine into a residential community that should not be expected to accept the disruption of blasting closer to our homes.
  - b. **Quantity:** The amount estimated is below the mentioned significant threshold. Also, the amount estimated does not appear to take into account the DOGAMI requirement in Exhibit 20 that says there should be a 60ft setback to property lines. While the Crook County standard noted below of a 100ft setback. This would decrease the amount estimated even more.

<https://www.codepublishing.com/OR/CrookCounty/#!/CrookCounty18/CrookCounty18144.html%2318.144>

**18.144.060 Development standards.**

Upon approval of a conditional mining use application, all the following standards apply:

(1) Mining activities shall be located and conducted at least:

(a) One hundred feet from an existing noise or dust sensitive use, unless the owner of the residence or use signs and files an agreement which authorizes the mining to be conducted closer than 100 feet. In no case shall such mining be conducted closer than 50 feet of the boundary of an adjacent ownership.

(b) One hundred feet from a road not owned by the applicant and from the property line of the applicant unless that distance is not sufficient to protect the adjoining property from land movement, or the threat of land movement. In such cases, the setback shall be the minimum distance required by DOGAMI that will protect the adjoining property from movement or the threat of movement. This setback shall be reviewed and approved by DOGAMI prior to being approved by the hearing authority. In no case shall the setback be less than 100 feet.

2. **Identify Conflicts (on the Resource):** If for some reason the board decides that it is significant (which we believe it isn't), your staff has already noted that threats of complaints on the site will negatively impact the use of the site. We can almost guarantee if the mine is expanded into a residential community, there will be a multitude of complaints.

## STEP TWO: IDENTIFY CONFLICTS



The County must identify negative impacts on the resource site; *not* negative impacts from the resource site on surrounding land uses *unless* the County finds those negative impacts may eventually come back to negatively impact the resource site.

For instance, threats of neighbors of a resource site frequently or potentially contacting DOGAMI/DEQ/the County with complaints regarding the resource site's operation and/or permit violations, thus forcing a change in behavior of the resource site operator, is an appropriate example of an identification of conflicts.

### 3. Analyze ESEE Consequences:

#### A. Economic Consequences

- a. There is absolutely economic consequences, especially for residents of the area. Any chance of selling our homes at a later date would be quite difficult if a mine is established within our community (not adjacent as it now), the applicant is proposing to have it in our residential subdivision.

#### B. Social Consequences

- a. Again, in the Burden of Proof, the applicant refers to waivers as a reason that there will be no complaints. We have established that is untrue. There are definitely objections and not everyone signed a waiver as indicated.
- b. Residents in the surrounding area would be told that they are the consequence for one company to make more money. Our structures and lives are dispensable because one company has run out of room and wants more. Approval is saying that fifteen families in the impact zone need to just live with the noise, blasting, dust and damage associated with a mine expanded into their residential community. Not to mention the residents that are still impacted although they are not in the 1500 ft impact zone. I don't understand how Crook County could approve the residential use of surrounding land, essentially saying this is a great place to live and then turn around and consider approving the expansion of a mine into that residential community and just tell us to deal with it. The advancement of one company should not be worth the misery of anyone else, especially when it is already been approved for residents.

#### C. Conflicts with Statewide planning

Goal 5: As noted in your staff presentation, we are in a Deer Range and the applicant's assertion there is no wild life on the property in absurd. There is deer, turkey, coyote and a wide range of wildlife roaming our community.

- *Goal 5 – Natural Resources, Scenic and Historic Areas, and Open Spaces:* Applicant proposes to add this site to the Goal 5 inventory of significant aggregate resource sites. The County has not identified any significant groundwater resources in the area surrounding the proposed mine site. The subject property is in the General Deer Winter Range, though the Applicant stated the property is not used by wildlife and is already disturbed by surrounding uses.

Goal 6: As per testimony and questioning by a member of your own board, air quality at the current mine has not been mitigated well. What's to say they will all of sudden be in compliance?



- **Goal 6 – Air, Water and Land Resources Quality:** Goal 6 relates to protection of air and water quality. The operation of the aggregate mining site will be conducted in compliance with all other applicable state and local permits and regulations. DOGAMI has oversight responsibility for mining operations and final reclamation. Dust control is a required component of the operating plan. DEQ permits will be required for stormwater management and a dust control plan will be reviewed by DEQ to address air quality concerns.

**Goal 10:** We have already established the discrepancies in this statement as proven by your staff. Lot 15 is also already in an established residential community

**Goal 10 – Housing: Development.** The Applicant provided information for this Goal on 14 of the Burden of Proof:

- *"The subject parcel is landlocked, and the active mine and 30' cut wall in the Bartels mining pit prevent the applicant from taking residential access across that parcel to Juniper Canyon Road. Therefore, there is no feasible access to the parcel. Without access is not suitable for housing and is not "buildable land". Use of the site for mining will, therefore, not reduce the areas available for housing. After combining the parcel with the Bartel Site located on Tax Lot 400, and reclamation of the sites is complete, the parcel may be buildable."*

Staff's research found recorded access and public utility easements to the subject property, lot 15 of Cimmaron Hills phase 2. As recorded on the phase 2 subdivision plat (MF2007-219604), a 50-foot access and public utility easement to lot 15 is shown and further recorded on a written easement (MF2007-219777). Staff finds lot 15 to be a residential, potentially buildable lot. The Planning Commission will need to weigh this evidence to determine conflicts with Goal 10.

We feel that approving this application in any stage of the process would be a detriment to this community. We oppose this application.

Thank you.

Anthony and Michelle Krau

Lot 13, Cimarron Hills Phase 2

6401 SE Riverdance Rd., Prineville, OR 97754

Order No.: **255681AM**  
Policy No.: O-7430-79443

## **SCHEDULE B**

### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

#### **GENERAL EXCEPTIONS:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The 2018-2019 Taxes: A lien not yet due or payable.
7. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: Central Electric Cooperative, Inc.  
Recorded: August 7, 1968  
[Book: 99, Page: 26](#)
8. Public Utility Easement as shown on the official [plat](#) of said land.
9. Effect, if any, of a Road Maintenance Agreement,  
Recorded: March 30, 2007  
Instrument No.: [2007-219782](#)
10. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.  
Recorded: March 25, 2008  
Instrument No.: [2008-227444](#)

**END OF EXCEPTIONS**

99-24

5234

KNOW ALL MEN BY THESE PRESENTS, That we....., the undersigned, Bonnie E. Puckett and Anne E. Puckett....., husband and wife..... for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto CENTRAL ELECTRIC COOPERATIVE, INC., a cooperative corporation, whose postoffice address is Redmond, Oregon, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of CROOK....., State of Oregon, and more particularly described as follows:

Aproximately ten feet (10') North of and parellel to the South line of the North half of the North half (N $\frac{1}{2}$ , N $\frac{1}{2}$ ) of Section 12; Twp. 16S., Rng. 16 EWM extending East from the Crook County Road as presently located, a distance of two thousand feet (2,000').

AND

Approximately twenty nine feet (29') South of and parellel to the North line of the Northwest quarter of Section 12; Twp. 16S., Rng. 16 East of the Willamette Meridian, and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

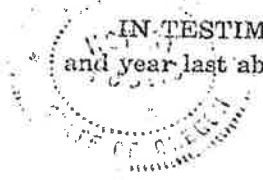
The undersigned covenant that they are..... the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following:

IN WITNESS WHEREOF, the undersigned have..... set their hands and seals this 29th day of May, 1968.

Bonnie E. Puckett (SEAL)  
Anne E. Puckett (SEAL)

STATE OF OREGON }  
County of CROOK } SS

BE IT REMEMBERED, That on this 29 day of MAY A.D. 1968 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named BONNIE E. PUCKETT AND ANNE E. PUCKETT who are known to me to be the identical individuals 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 official seal the day and year last above written.

Joe A. Coy  
Notary Public For Oregon  
My Commission expires 2-4-72

7/20/68

STATE OF OREGON, }  
COUNTY OF CROOK, } ss.

5234/ 120215

I CERTIFY that the within instrument of writing was received for record on the 7 day of Aug A. D. 1903  
at 1:30 o'clock P. M., and recorded in Book 28 on Page 28 Records of  
of said County.

*[Signature]*  
COUNTY CLERK  
By \_\_\_\_\_  
Deputy

PLAT OF

# CIMARRON HILLS SUBDIVISION - PHASE 2

LOCATED IN A PORTION OF LOT 8 OF THE PLAT OF CIMARRON HILLS SUBDIVISION TOGETHER WITH LANDS LOCATED IN THE NW1/4 OF SECTION 12, T.16S., R.16E., W.M., CROOK COUNTY, OREGON

C-LS(M)-137-05  
W.O. 06-3267

### SURVEY FOR

RICHARD L. BARTELS  
12809 S.W. HWY. 126  
POWELL BUTTE, OR 97753  
(541) 410-8452

### SURVEY BY

ARMSTRONG SURVEYING  
& ENGINEERING, INC  
267 NE SECOND ST. STE 100  
PRINEVILLE, OR 97754  
(541) 447-7791

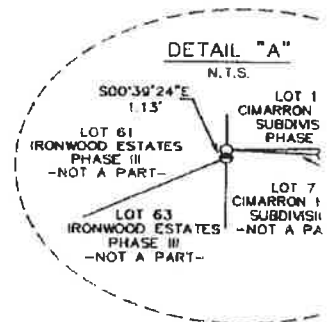
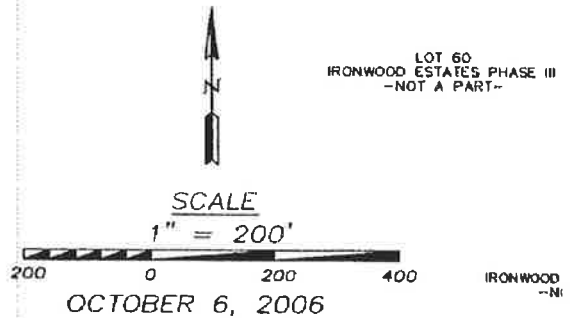
### LEGEND

- SET 5/8" x 30" LONG IRON ROD WITH YELLOW PLASTIC CAP MARKED "ARMSTRONG S&E". SET STEEL FENCE POST ALONGSIDE.
- ⊙ SET 5/8" x 30" LONG IRON ROD WITH 1-1/2" ALUMINUM CAP MARKED "ARMSTRONG S&E" FLUSH WITH PAVEMENT.
- ⊙ SET 2-1/2" O.D. x 30" LONG ALUMINUM PIPE MONUMENT WITH 2-1/2" ALUMINUM CAP STAMPED AS SHOWN.
- ⊙ FOUND 2-1/2" BRASS CAP MONUMENT AS PER CERTIFIED RECORD OF LAND CORNER MONUMENTATION FORM BY DAVID B. ARMSTRONG, LS1026, CROOK COUNTY SURVEYOR, RECORDED JANUARY 23, 1990.
- FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP AS PER PARTITION PLAT NO. 2004-11, C.S. 2350 BY TODD CATTERSON, LS53270, RECORDED JUNE 7, 2004.
- ⊙ FOUND 5/8" IRON ROD WITH RED PLASTIC CAP MARKED "CORNERSTONE SURVEYING, INC." AS PER THE PLAT OF "IRONWOOD ESTATES - PHASE III", BY JACK L. WATSON, LS2734, RECORDED FEBRUARY 7, 2001.
- ⊙ FOUND 1/2" IRON ROD AS PER C.S. 271-R BY EMILE P. BACHAND, PE3700, RECORDED AUGUST, 1970.
- ⊙ FOUND 5/8" x 30" LONG IRON ROD WITH YELLOW PLASTIC CAP MARKED "ARMSTRONG S&E LS53270" AS PER THE PLAT OF CIMARRON HILLS SUBDIVISION BY TODD R. CATTERSON, LS53270, RECORDED MAY 19, 2005.
- 1 ( ) RECORD AS PER GENERAL LAND OFFICE CONTRACT NO. 251 BY ALONZO GESNER, DEPUTY SURVEYOR, DATED SEPTEMBER 7, 1876.
- 2 ( ) RECORD AS PER C.S. 271-R BY EMILE P. BACHAND, PE 3700, RECORDED AUGUST, 1970.
- 3 ( ) RECORD AS PER C.S. 394 BY RAYMOND J. CLAYTOR, LS515, RECORDED FEBRUARY, 1976.
- 4 ( ) RECORD AS PER C.S. 532 BY DAVID B. ARMSTRONG, LS1026, RECORDED JUNE 1, 1979.
- 5 ( ) RECORD AS PER PARTITION PLAT NO. 1994-17, C.S. 1370, BY M. DAVID VLES, LS2029, RECORDED AUGUST 26, 1994.
- 6 ( ) RECORD AS PER THE PLAT OF IRONWOOD ESTATES - PHASE III BY JACK L. WATSON, LS2734, RECORDED FEBRUARY 7, 2001.
- 7 ( ) RECORD AS ER B.L.M. SURVEY GROUP NO. 1177 BY RICK E. TAWNEY, CADASTRAL SURVEYOR, DATED 1983-1984.
- 8 ( ) RECORD AS PER PARTITION PLAT NO. 2004-11, C.S. 2350, BY TODD R. CATTERSON, LS53270, RECORDED JUNE 7, 2004.
- 9 ( ) RECORD AS PER THE PLAT OF CIMARRON HILLS SUBDIVISION BY TODD R. CATTERSON, LS53270, RECORDED MAY 19, 2005.
- P.U.E. PUBLIC UTILITY EASEMENT
- S.R.L.C.M. CERTIFIED RECORD OF LAND CORNER MONUMENTATION
- ① CURVE DATA - SEE TABLE
- LINE DATA - SEE TABLE

### SURVEY NOTE

ALL BEARINGS, DISTANCES AND CURVE DATA SHOWN HEREON ARE IDENTICAL TO THOSE OF PARTITION PLAT NO. 2004-11, C.S. 2350 BY MYSELF EXCEPT THE INTERIOR LOT LINES.

IRONWOOD  
-NI



LINE C	
NO	LENGTH
1	72.68'
2	25.50'
3	103.23'
4	29.47'
5	29.47'
6	190.00'
9(6)	190.00'
7	50.00'
8	29.47'
9	50.00'

Crook County Official Records **2007-219604**  
D/PLAT-PLAT **03/13/07 04:07 PM**  
Cnt=1 Stn=6 COUNTER  
\$115.00 \$11.00 \$5.00 \$10.00 **\$141.00**



I, Deanna Beriman, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

*Deanna Beriman*



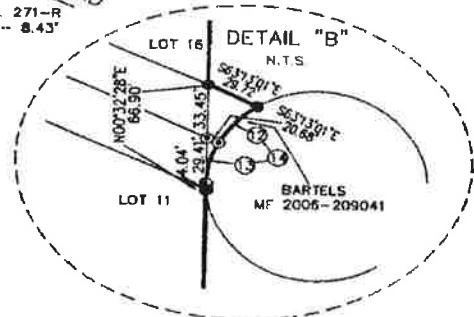
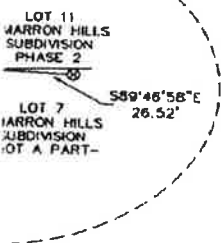
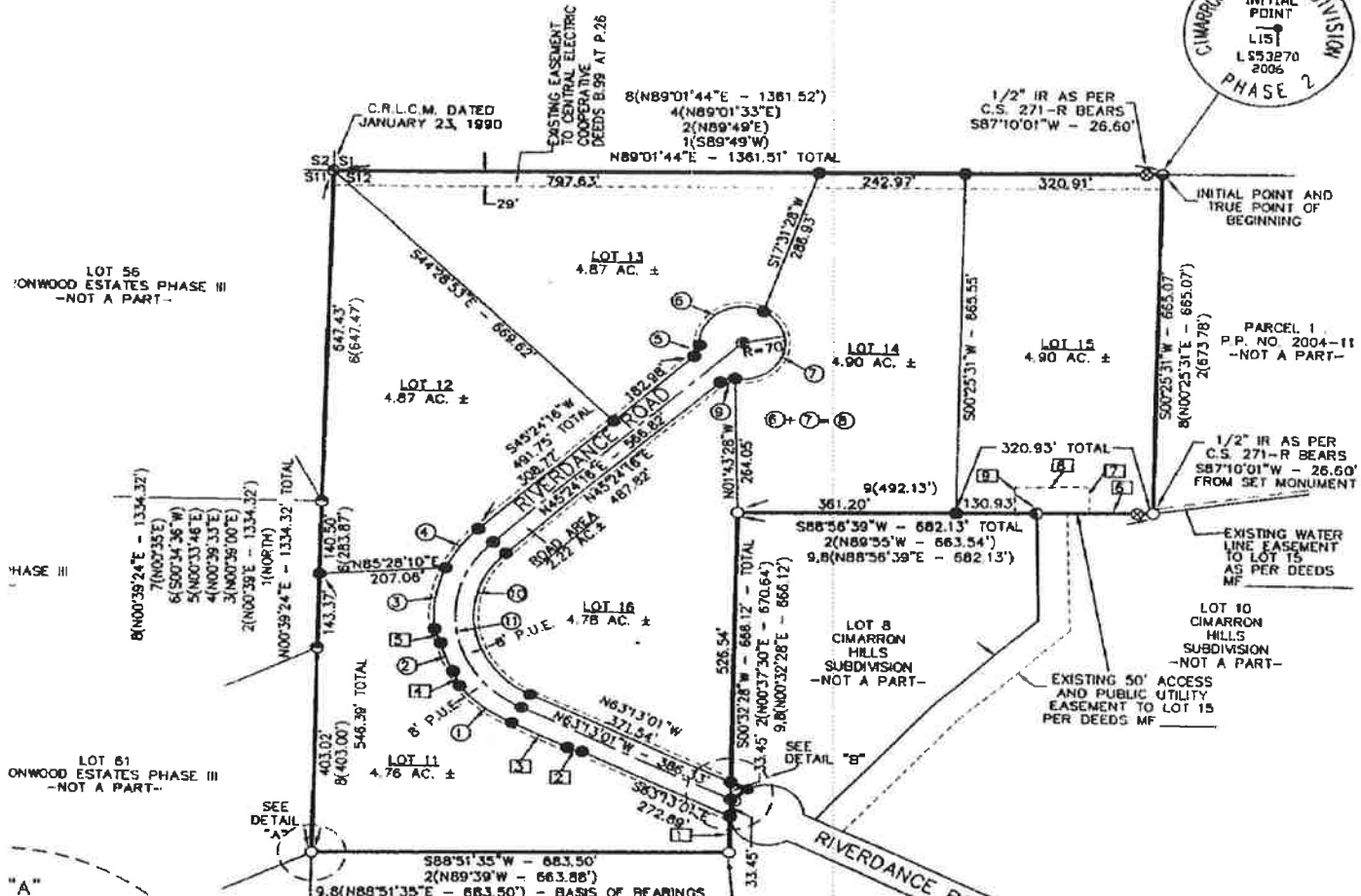
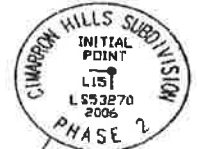
KEY PUNCHED

SCANNED

MAR 14 2007



1/4



CURVE DATA TABLE

NO	DELTA	RADIUS	LENGTH	CHORD	BEARING
1	27°43'25"	235.00'	113.71'	112.60'	S49°21'18"E
2	14°19'26"	230.00'	57.50'	57.35'	S21°10'10"E
3	29°27'25"	235.00'	120.82'	119.49'	S07°32'59"W
4	22°47'34"	235.00'	93.48'	92.87'	S34°00'29"W
5	49°59'41"	28.00'	24.43'	23.66'	S20°24'25"W
6	123°16'42"	70.00'	150.81'	123.20'	S57°02'55"W
7	160°25'45"	70.00'	196.00'	137.96'	N18°54'08"E
8	28°42'27"	70.00'	346.61'	86.47'	N42°44'12"W
9	55°42'46"	28.00'	26.25'	25.30'	N72°15'38"E
10	108°37'17"	170.00'	322.29'	276.14'	N08°54'23"W
11	108°37'17"	200.00'	379.16'	324.88'	N08°54'23"W
12	30°00'00"	60.00'	31.42'	31.06'	S41°46'59"W
13	26°05'09"	60.00'	27.31'	27.08'	S13°44'25"W
14	56°05'09"	60.00'	58.73'	56.42'	S28°44'24"W

LINE DATA TABLE

NGTH	BEARING
72.68'	S00°32'28"W
25.90'	S74°31'36"E
03.23'	S63°13'01"E
29.47'	S22°09'47"E
39.47'	S20°10'33"E
10.00'	S88°56'39"W
30.00'	S88°56'39"W
10.00'	N01°03'21"W
19.47'	S88°56'39"W
00.00'	S01°03'21"E

REGISTERED PROFESSIONAL LAND SURVEYOR

*Todd R. Catterton*

12/15/06 OREGON JAN. 15, 2008

TODD R. CATTERTON 88279

RENEWS 12/15/07

1/4

**DECLARATION AND DEDICATION**

KNOW ALL PEOPLE BY THESE PRESENTS THAT RICHARD L. BARTELS IS THE OWNER OF THE LANDS REPRESENTED ON THE ANNEXED MAP AND MORE PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE AND HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLATTED INTO LOTS, PUBLIC ROADS, AND PUBLIC UTILITY EASEMENT AS SHOWN OR NOTED HEREON IN ACCORDANCE WITH PROVISIONS OF OREGON REVISED STATUTES, CHAPTER 92, AND DOES HEREBY DEDICATE TO THE PUBLIC THE PUBLIC UTILITY EASEMENT AS SHOWN HEREON ON SAID PLAT OF "CIMARRON HILLS SUBDIVISION - PHASE 2" HENCEFORTH TO BE SO KNOWN AND DOES HEREBY SUBMIT SAID PLAT FOR RECORD AND APPROVAL. THERE ARE NO IRRIGATION WATER RIGHTS APPURTENANT TO THIS PROPERTY.

*Richard L. Bartels*  
RICHARD L. BARTELS

DONALD O. GOOD IS THE BENEFICIARY UNDER THAT DEED OF TRUST RECORDED IN MORTGAGES MF 2006-208862, RECORDS OF CROOK COUNTY, OREGON, AND DOES HEREBY CONSENT TO THE DECLARATION HEREON BY RICHARD L. BARTELS UNDER THE PROVISIONS OF OREGON REVISED STATUTES, CHAPTER 92.

*Donald O. Good*  
DONALD O. GOOD

*Donald O. Good*  
DONALD O. GOOD

DEANE COOPER IS THE BENEFICIARY UNDER THAT DEED OF TRUST RECORDED IN MORTGAGES MF 2006-208863, RECORDS OF CROOK COUNTY, OREGON, AND DOES HEREBY CONSENT TO THE DECLARATION HEREON BY RICHARD L. BARTELS UNDER THE PROVISIONS OF OREGON REVISED STATUTES, CHAPTER 92.

*Deane Cooper*  
DEANE COOPER

*Deane Cooper*  
DEANE COOPER

HOWARD C. RIDER IS THE BENEFICIARY UNDER THAT DEED OF TRUST RECORDED IN MORTGAGES MF 2006-208861, RECORDS OF CROOK COUNTY, OREGON, AND DOES HEREBY CONSENT TO THE DECLARATION HEREON BY RICHARD L. BARTELS UNDER THE PROVISIONS OF OREGON REVISED STATUTES, CHAPTER 92.

*Howard C. Rider*  
HOWARD C. RIDER

*Howard C. Rider*  
HOWARD C. RIDER

**ACKNOWLEDGEMENT**

KNOW ALL PEOPLE BY THESE PRESENTS THAT ON THIS 20<sup>th</sup> DAY OF FEBRUARY 2006, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE COUNTY OF CROOK, STATE OF OREGON, PERSONALLY APPEARED THE ABOVE NAMED RICHARD L. BARTELS, AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DECLARATION AND DEDICATION FREELY AND VOLUNTARILY.

*Colleen H. Ferguson*  
NOTARY PUBLIC FOR  
THE STATE OF OREGON  
EX 12-17-03  
386075



**ACKNOWLEDGEMENT**

KNOW ALL PEOPLE BY THESE PRESENTS THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE COUNTY OF CROOK, STATE OF OREGON, PERSONALLY APPEARED THE ABOVE NAMED DONALD O. GOOD, AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DECLARATION AND DEDICATION FREELY AND VOLUNTARILY.

**NOT APPLICABLE**  
NOTARY PUBLIC FOR  
THE STATE OF OREGON

**ACKNOWLEDGEMENT**

KNOW ALL PEOPLE BY THESE PRESENTS THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE COUNTY OF CROOK, STATE OF OREGON, PERSONALLY APPEARED THE ABOVE NAMED DEANE COOPER, AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DECLARATION AND DEDICATION FREELY AND VOLUNTARILY.

**NOT APPLICABLE**  
NOTARY PUBLIC FOR  
THE STATE OF OREGON

**ACKNOWLEDGEMENT**

KNOW ALL PEOPLE BY THESE PRESENTS THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE COUNTY OF CROOK, STATE OF OREGON, PERSONALLY APPEARED THE ABOVE NAMED HOWARD C. RIDER, AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DECLARATION AND DEDICATION FREELY AND VOLUNTARILY.

**NOT APPLICABLE**  
NOTARY PUBLIC FOR  
THE STATE OF OREGON

**TAX CERTIFICATES**

I HEREBY CERTIFY THAT ALL AD VALOREM TAXES, SPECIAL ASSESSMENTS, FEES, AND OTHER CHARGES REQUIRED BY LAW TO BE PLACED ON THE 2006-2007 TAX ROLL WHICH BECAME A LIEN OR WILL BECOME A LIEN ON THIS PARTITION DURING THIS TAX YEAR BY NOT YET CERTIFIED TO THE TAX COLLECTOR FOR COLLECTION HAVE BEEN PAID TO ME.

*Rebecca J. Off* DEPUTY  
COUNTY ASSESSOR  
DATE 11-30-06

I HEREBY CERTIFY THAT ALL TAXES ARE PAID AS OF THIS DATE.

*Laura Hading* DEPUTY  
COUNTY TAX COLLECTOR  
DATE 11-30-06

NOTARY PUBLIC, PERSONALLY  
D TO ME ON THE BASIS OF  
ED TO THE WITHIN INSTRUMENT AND  
ED CAPACITIES, AND THAT BY THEIR  
LF OF WHICH THE PERSONS ACTED.



PLAT OF

# CIMARRON HILLS SUBDIVISION - PHASE 2

LOCATED IN A PORTION OF LOT 8 OF THE PLAT OF CIMARRON HILLS SUBDIVISION TOGETHER WITH LANDS LOCATED IN THE NW1/4 OF SECTION 12, T.16S., R.16E., W.M., CROOK COUNTY, OREGON

C-LS(M)-137-05  
W.O. 06-3267

## SURVEYOR'S CERTIFICATE

I, TODD R. CATTERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS IN ACCORDANCE WITH OREGON REVISED STATUTES, CHAPTER 92, THE LANDS REPRESENTED ON THIS PLAT OF "CIMARRON HILLS SUBDIVISION - PHASE 2", LOCATED IN THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 16 EAST, W.M., CROOK COUNTY OREGON MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (W1/2 NW1/4 NW1/4), AND THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NE1/4 NW1/4 NW1/4) OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 16 EAST, WILLAMETTE MERIDIAN, TOGETHER WITH A PARCEL OF LAND DESCRIBED AS FOLLOWS: A PORTION OF LOT 8 OF CIMARRON HILLS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY CLERK FOR CROOK COUNTY, OREGON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8, THENCE NORTH 00°32'28" EAST ALONG THE WEST LINE OF SAID LOT 8 A DISTANCE OF 62.86 FEET; THENCE SOUTH 63°13'01" EAST A DISTANCE OF 29.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF RIVERDANCE ROAD; THENCE ALONG A 60.00 FOOT RADIUS CURVE TO THE LEFT ALONG SAID RIGHT OF WAY A DISTANCE OF 58.73 FEET, LONG CHORD BEARS SOUTH 28°44'24" WEST, 56.42 FEET TO THE POINT OF BEGINNING. PLAT CONTAINS 31.29 ACRES, MORE OR LESS.

SUBJECT TO AND EASEMENT IN FAVOR OF CENTRAL ELECTRIC COOPERATIVE, INC. RECORDED IN DEEDS BOOK 99 AT PAGE 26, RECORDS OF CROOK COUNTY, OREGON. MAPPED.

SUBJECT TO ANY EXISTING EASEMENTS AND RIGHT-OF-WAYS

## SURVEY NARRATIVE

WE WERE EMPLOYED BY RICHARD L. BARTELS TO COMPLETE THE SURVEY AND PLAT REQUIREMENTS OF THIS APPROVED SUBDIVISION. THE SOUTH AND EAST LINES OF THIS PLAT ARE THE NORTH AND WEST LINES OF CIMARRON HILLS SUBDIVISION. WE TIED INTO THE MONUMENTS FROM SAID PLAT AND HELD THEM FOR THE BOUNDARY OF THIS PLAT. BARTELS WAS CONVEYED A PORTION OF LOT 8 OF THE PLAT OF CIMARRON HILLS SUBDIVISION FOR EXTENSION OF RIVERDANCE ROAD INTO THIS PHASE. THIS CONVEYANCE TOOK PLACE IN DEEDS MF 2006-209041. THIS AREA IS INCLUDED IN THIS PLAT BOUNDARY AND THE AREA IS TO BE INCLUDED IN THE RIVERDANCE ROAD DEDICATION. THE WEST LINE OF THIS PLAT IS THE EAST LINE OF IRONWOOD ESTATES PHASE III. WE TIED THE MONUMENTS FROM SAID PLAT AND HELD THEM FOR THE BOUNDARY OF THIS PLAT. THE NORTH LINE OF THIS PLAT IS THE NORTH LINE OF SECTION 12. I ESTABLISHED THIS LINE BETWEEN THE FOUND MONUMENT AT THE NORTHWEST CORNER OF PARCEL 1 OF PARTITION PLAT NO. 2004-11. THIS MONUMENT WAS SET AND INTENDED TO BE ON THE SECTION LINE. THE LOT LINES ARE FREE LINES AS DESIRED BY THE CLIENT.

## APPROVALS

<u>David DeJant</u> COUNTY SURVEYOR JEFFERSON COUNTY SURVEYOR O.R.S. 92.100(4)	11/30/06 DATE
<u>Quincy A. Halls</u> COUNTY ROADMASTER	12/7/06 DATE
<u>Rebecca A. Ott, deputy</u> COUNTY ASSESSOR	11-30-06 DATE
<u>Bob Wilson</u> COUNTY SANITARIAN	12-1-06 DATE
<u>Laura Gladung Deputy</u> COUNTY TAX COLLECTOR	11-30-06 DATE
<u>Willis Zelnick</u> COUNTY PLANNING DIRECTOR	2/20/07 DATE
<u>Jim R...</u> CROOK COUNTY FIRE DISTRICT	11-30-06 DATE
<u>Car R. C...</u> COUNTY PLANNING COMMISSION	12/7/06 DATE
<u>Scott R...</u> COUNTY JUDGE	1/24/07 DATE
<u>M... M...</u> COUNTY COMMISSIONER	1/24/07 DATE
<u>L... L...</u> COUNTY COMMISSIONER	1-24-07 DATE

## ACKNOWLEDGEMENT

STATE OF CALIFORNIA  
COUNTY OF Riverside | S.S.

ON Feb. 27, 2007 BEFORE ME Juan A. Munoz, I APPEARED DONALD O. GOOD, DEANE COOPER AND HOWARD C. RIDER PROVED TO ME (SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THIS ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES) SIGNATURES ON THE INSTRUMENT THE PERSONS OR THE ENTITY UPON BEHALF OF WHI EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.  
Juan A. Munoz  
NOTARY'S WRITTEN NAME  
Juan A. Munoz NOTARY PUBLIC - CALIFORNIA

COMMISSION NO. 1558027

MY COMMISSION EXPIRES March 11, 2007  
(MONTH NAME)



SIGNATURE BY COUNTY COURT CONSTITUTES ACCEPTANCE BY THE COUNTY OF ALL DEDICATIONS MADE TO THE PUBLIC ON THIS PLAT INCLUDING THE PUBLIC UTILITY EASEMENTS.

## RECORDATION - CLERK

STATE OF OREGON }  
COUNTY OF CROOK } SS 2007-219604  
I CERTIFY THAT THE WITHIN INSTRUMENT WAS RECEIVED FOR RECORD ON THE 13 DAY OF MARCH A.D. 2007.  
RECORDED IN DEEDS BOOK 136 PAGE 136  
RECORDS OF SAID COUNTY MAP NO. 2007-219604  
JEANNA E. BERNARD, CROOK COUNTY CLERK  
BY: David Bartels DEPUTY



## RECORDATION - SURVEYOR

STATE OF OREGON }  
COUNTY OF CROOK } SS  
I CERTIFY THAT THE WITHIN INSTRUMENT WAS RECEIVED FOR RECORD ON THE 13 DAY OF MARCH A.D. 2007, AND RECORDED IN SURVEYS 136 OF SAID COUNTY.  
DAVID B. ARMSTRONG, DEPUTY  
COUNTY SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR

Todd R. Catterson  
JAN 15, 2008  
TODD R. CATTERSON  
83270

RENEWS 10/31/07

After Recording Return To:  
Duffi & Borneman, LLP  
545 NE Seventh Street  
Prineville, OR 97754

Crook County Official Records 2007-219782  
DEED-AGMT 03/20/07 04:52 PM  
Cnt=1 Str=6 COUNTER \$36.00  
\$10.00 \$11.00 \$5.00 \$10.00

KEY PUNCHED

MAR 21 2007

SCANNED



I, Desirna Berman, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

*Desirna Berman*



## ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE Agreement is executed this 16<sup>th</sup> day of February, 2007, by Marv  
**Richard L. Bartels**, hereinafter referred to as "Bartels."

### RECITALS:

- A. Bartels is the owner of Lots 11, 12, 13, 14, and 16 of Cimarron Hills Subdivision Phase 2 according to the official plat thereof on file and of record in the office of the County Clerk for Crook County, Oregon.
- B. An extension of Riverdance Road into Cimarron Hills Subdivision Phase 2 provides access to Lots 11, 12, 13, 14, and 16.
- C. Bartels desires to establish a Road Maintenance Agreement for the repair and maintenance of the road.

BASED UPON THE above Recitals, Bartels hereby establishes the following terms and conditions for the maintenance and repair of that part of Riverdance Road located in Cimarron Hills Subdivision Phase 2 (hereinafter "road").

1. As used in this Agreement, the term "lot" means Lots 11, 12, 13, 14, or 16 of Cimarron Hills Subdivision Phase 2, as well as any lots or parcels resulting from any subdivision or partitioning of any lot; and "lots" means lots 11, 12, 13, 14, and 16 of Cimarron Hills Subdivision Phase 2, as well as any lots or parcels resulting from any subdivision or partitioning of any lot.

2. Any lot owner who damages the road shall be responsible for its repair. Otherwise, lot owners shall agree by majority vote, with the owner of each lot having one vote, on the repair and maintenance of the road. Lot owners shall agree in the same manner as to whom will be responsible for getting quotes for maintenance and repairs, arranging for maintenance and repairs, and receiving the bills (the "designated lot owner"). All bills for the repair or maintenance of the road shall be paid equally by the owners of the lots.

3. When the designated lot owner receives any bill or bills for the maintenance and repair of the road, such owner shall furnish copies of the bill or bills to all other lot owners, together with a computation of amounts owed by each lot owner. All lot owners shall pay their share of the bill or bills to the designated lot owner within 14 days after receipt of the bill. The designated lot owner shall then forward the payment to the person or entity that submitted the bill.

4. Lot owners may by majority vote establish a road fund to be used for the maintenance and repair of the road, as well as plowing snow off the road. The designated lot owner shall be responsible for receiving bank statements and writing the checks. A majority of the lot owners may require more than one signature for checks from the account. The lot owners shall by majority vote determine the amount and frequency of deposits into such road fund.

5. If any lot owner does not pay a bill within the time stated in this Agreement or within the time set by majority vote of the lot owners (the "non-paying party"), any other lot owner or owners (the "paying party") may pay the bill, and the non-paying party shall pay to the paying party the amount of the non-paying party's bill together with interest on the amount owed by the non-paying party at the rate of

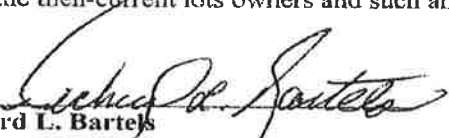
12% per annum from the date that the bill was paid by the paying party until the non-paying party reimburses the paying party. The non-paying party shall repay the paying party (including the interest owed) within 15 days of the paying party paying the bill and sending written notice thereof to the non-paying party.

6. In addition to any other remedy, the paying party is entitled to file a notice of lien on the lot owned by the non-paying party. Upon the filing of the notice of lien, a lien attaches to the lot owned by the non-paying party and described in the notice of lien for the amounts owed pursuant to this Agreement. Foreclosure of the lien shall be pursuant to Oregon law. If the paying party prevails in the lien foreclosure, the paying party shall be entitled to recover as part of their costs and disbursements the cost of a foreclosure title report.

7. In case suit or action is instituted on account of this Agreement or any provision or provisions hereof, the prevailing party shall recover such sum as the court may adjudge reasonable as attorney's fees for such suit or action at trial and appellate levels.

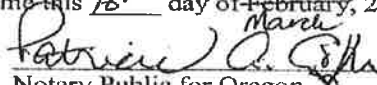
8. This Agreement is binding upon the lot owners, together with their respective heirs, successors, and assigns.

9. Any amendments to this Agreement shall not be valid unless they are in writing, signed by all of the then-current lots owners and such amendment is recorded with the Crook County Clerk.

  
Richard L. Bartels

STATE OF OREGON            )  
  ) ss.  
County of Crook            )

Personally appeared the above named **Richard L. Bartels** and acknowledged the foregoing instrument to be his voluntary act and deed, before me this 16<sup>th</sup> day of ~~February~~ <sup>March</sup>, 2007.

  
Notary Public for Oregon  
My Commission Expires Jan. 16, 2011





Crook County Official Records 2008-227444  
DEED-CGR 03/25/08 03:11 PM  
Cnt=1 Sln=6 CCOUNTER \$71.00  
\$45.00 \$11.00 \$5.00 \$10.00



01039455200802274440090081

I, Deanna Berman, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records

*Deanna Berman*



**After Recording Return To: AmeriTitle**  
150 NE Court  
PO Box 487  
Prineville, OR 97741

**Document: CIMARRON HILLS – PHASE II**  
**COVENANTS, CONDITIONS & RESTRICTIONS**

AMERITITLE  
82405 AH

CIMARRON HILLS – PHASE II  
COVENANTS, CONDITIONS & RESTRICTIONS

THE UNDERSIGNED, RICHARD BARTELS, THE RECORDED OWNER OF "CIMARRON HILLS ESTATES PHASE II", A SUBDIVISION OF CROOK COUNTY OREGON, DOES HEREBY DECLARE THAT THE PROPERTY & THE WHOLE THEREOF SHALL BE SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS & RESTRICTIONS WHICH SHALL RUN WITH THE LAND AND BE FOR THE BENEFIT THEREOF AND FOR THE BENEFIT OF ALL THE OWNERS TO CREATE A HEALTHY AND VIBRANT RESIDENTIAL COMMUNITY.

1. NO LOT SHALL BE USED EXCEPT FOR SINGLE FAMILY RESIDENTIAL PURPOSES. THE FLOOR AREA OF EACH DWELLING, EXCLUSIVE OF OPEN PORCHES, PATIOS, BREEZE WAYS, GARAGES AND CARPORT SHALL BE NOT LESS THAN 1800 SQUARE FEET IN SIZE. ALL HOMES SHALL HAVE A ROOF PITCH OF AT LEAST SIX (6) FEET IN TWELVE (12) FEET AND MUST BE CONSTRUCTED AS TO MEET CROOK COUNTY BUILDING CODES. THE GARAGE AND ANY OUTBUILDING CONSTRUCTED ON THE PROPERTY SHALL BE CONSTRUCTED TO MATCH THE DWELLING IN STYLE, EXTERIOR MATERIALS AND COLORS. SIDING ON ALL STRUCTURES ON THE PROPERTY SHALL BE OF WOOD OR WOOD TYPE PRODUCTS OR STUCCO. VINYL SIDING SHALL NOT BE ALLOWED. ROCK ACCENTS ARE REQUIRED ON THE MAIN RESIDENCE.
  
2. NO RESIDENCE OR OTHER STRUCTURE SHALL BE ERECTED ON ANY LOTS ON THE PROPERTY UNTIL THE PLAN, SPECIFICATIONS, BLUEPRINTS, INCLUDING ELEVATION, TOGETHER WITH A SITE PLAN OF THE LOCATION AND ORIENTATION OF SUCH BUILDINGS ON THE LOT HAVE BEEN SUBMITTED IN WRITING TO AND APPROVED BY RICHARD BARTELS, (HEREINAFTER REFERRED TO AS "DEVELOPER") OR THE BUILDING COMMITTEE, AS TO OUTWARD APPEARANCES AND DESIGN AND TO INSURE THAT SUCH BUILDINGS SHALL BE IN HARMONY WITH THE OTHER RESIDENCES AND STRUCTURES WHICH HAVE BEEN BUILT OR PROPOSED TO BE BUILT IN THIS SUBDIVISION. IN THE EVENT DEVELOPER FAILS TO APPROVE OR DISAPPROVE IN WRITING A PROPOSAL SUBMITTED UNDER THIS SECTION WITHIN 21 DAYS AFTER THE DOCUMENTS DESCRIBED ABOVE HAVE BEEN SUBMITTED, APPROVAL WILL BE DEEMED GRANTED. SAID 21 DAY TIME PERIOD SHALL NOT BEGIN TO RUN UNTIL ALL DOCUMENTS REQUIRED BY THIS SECTION HAVE BEEN SUBMITTED TO THE DEVELOPER.

3. NO MOBILE HOME, MANUFACTURED HOME, MODULAR HOME, TRAILER, BASEMENT, TENT, SHACK, GARAGE, OTHER OUTBUILDING, OR ANY OTHER STRUCTURE OF A TEMPORARY CHARACTER, SHALL BE USED AS A RESIDENCE, EXCEPT THAT A MOTOR HOME OR TRAVEL TRAILER MAY BE OCCUPIED ON THE PREMISES DURING CONSTRUCTION AS MAY BE PERMITTED BY THE CROOK COUNTY LAND USE ORDINANCE.
4. NO DOUBLE WIDE TRAILERS, MOBILE HOMES, MANUFACTURED HOMES OR MODULAR HOMES SHALL BE USED FOR RESIDENCES. ALL HOMES SHALL BE BUILT ON SITE.
5. NO BUILDING SHALL BE LOCATED ON THE LOT NEARER THAN TWENTY-FIVE (25) FEET TO THE FRONT LINE OR NEARER THAN TWENTY-FIVE(25) FEET TO ANY SIDELINE OR NEARER THAN TWENTY-FIVE (25) FEET TO ANY REAR LOT LINE.
6. SEWAGE DISPOSAL SHALL BE EFFECTED BY MEANS OF INDIVIDUAL SEPTIC TANKS IN THE APPROVED AREAS AS PRESCRIBED BY THE CROOK COUNTY ENVIRONMENTAL DEPARTMENT. NO CESSPOOLS OR OUTSIDE TOILETS SHALL BE PERMITTED, EXCEPT A PORTABLE TOILET PERMITTED DURING RESIDENCE CONSTRUCTION.
7. NO BUILDING OR ANY PART THEREOF SHALL BE ERECTED, MAINTAINED, OR USED ON ANY LOT FOR ANY COMMERCIAL PURPOSE PROVIDED THAT HOME OCCUPATIONS PERMITTED IN ACCORDANCE WITH CROOK COUNTY LAND USE ORDINANCE (SUCH AS A HOME OFFICE OR ART STUDIO) MAY BE ALLOWED, PROVIDED THAT SUCH HOME OCCUPATION DOES NOT GENERATE ADDITIONAL PEDESTRIAN OR VEHICULAR TRAFFIC.
8. NO OBNOXIOUS, NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY REASONABLY BECOME AN ANNOYANCE OR NUISANCE TO OTHER PROPERTY OWNERS IN THE SUBDIVISION. PARKING OF MACHINERY, EQUIPMENT, MOTOR HOMES, TRAILERS, RECREATIONAL VEHICLES, OR OTHER HEAVY-DUTY VEHICLES OR EQUIPMENT ON THE ROADS SHALL BE DEEMED A NUISANCE. NO INOPERABLE MOTOR VEHICLES, TRAILERS OR SIMILAR ITEMS SHALL BE STORED ON ANY LOT, EXCEPTING CERTIFIED ANTIQUES WHICH WILL BE OUT OF SIGHT FROM ALL ROADS. ALL RVs, MOTOR HOMES AND TRAVEL TRAILERS SHALL BE PARKED OR STORED AS TO NOT BE IN THE IMMEDIATE VIEW OF ANY ROADS OR AT LEAST 100' FROM ANY ROAD.

9. NO LOT SHALL BE SUBDIVIDED OR PARTITIONED INTO SMALLER PARCELS EXCEPT BY THE DEVELOPER.
10. A TIME LIMIT NOT TO EXCEED NINE (9) MONTHS IS HEREBY IMPOSED ON THE LENGTH OF TIME REQUIRED TO COMPLETE CONSTRUCTION ON ANY LOT ONCE CONSTRUCTION PERMITS ARE OBTAINED.
11. EACH OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF HIS/HER LOT IN A CLEAN, SANITARY AND ATTRACTIVE CONDITION AND SHALL KEEP THE SAME FREE FROM RUBBISH AND LITTER AND MAINTAIN SUCH LOT IN A GOOD APPEARANCE SO AS TO NOT CREATE A FIRE HAZARD. BUILDINGS AND RESIDENCES SHALL BE MAINTAINED IN AN ADEQUATE STATE OF REPAIR INCLUDING PAINT AND OTHERWISE MAINTAIN ALL IMPROVEMENTS THEREON. ALL TRASH RECEPTACLES KEPT ON THE PROPERTY SHALL BE STORED OUT OF SITE EXCEPT ON TRASH COLLECTION DAY. NO TRASH OR RUBBISH PILE OF ANY KIND SHALL BE LEFT ON THE PROPERTY FOR MORE THAN THIRTY (30) DAYS.
12. ROADS IN THIS SUBDIVISION HAVE BEEN CONSTRUCTED TO COUNTY STANDARDS. IT IS UNDERSTOOD AND AGREED THAT ROAD MAINTENANCE AND/OR IMPROVEMENTS WILL REMAIN THE RESPONSIBILITY OF THE PROPERTY OWNERS PER THEIR ROAD MAINTENANCE AGREEMENT UNLESS THE ROADS ARE TAKEN OVER BY CROOK COUNTY, OREGON.
13. NO PART OF THE PROPERTY SHALL BE USED FOR THE PURPOSE OF EXPLORING FOR, TAKING THEREOF OR PRODUCING THEREFROM GAS, OIL OR OTHER HYDROCARBON SUBSTANCES.
14. NO FIRE ARMS ARE TO BE DISCHARGED WITHIN CIMARRON HILLS ESTATES PHASE II.
15. NO ATVs, SNOWMOBILES OR OFF ROAD MOTORCYCLES ARE TO BE OPERATED WITHIN CIMARRON HILLS ESTATES PHASE II.

16. HIGH FENCING INTENDED TO KEEP DEER AND OTHER WILDLIFE FROM ENTERING AND TRAVELING ANY LOT ARE PROHIBITED. PROVIDED HOWEVER "DEER FENCING" MAY BE INSTALLED AROUND VEGETABLE AND FLOWER GARDENS. THIS AREA IS DEER AND WILDLIFE (INCLUDING MIGRATORY AND GAME BIRDS) RANGE AND ALL PROPERTY OWNERS ARE BEING MADE AWARE OF THIS BY THESE COVENANTS. IF DEER AND WILDLIFE ARE A NUISANCE IT IS THE OWNER'S RESPONSIBILITY TO FENCE GARDENS AND FLOWER BEDS AND NOT THE RESPONSIBILITY OF OREGON DEPARTMENT OF FISH AND WILDLIFE. IT IS THE INTENT OF THIS PROVISION OF THE CC&Rs TO PROVIDE, MAINTAIN AND IMPROVE THE NATURAL HABITAT FOR WILDLIFE AND BIRDS WITHIN THE SUBDIVISION.
17. NO WIRE FENCING SHALL BE USED WITHIN 100 FEET OF JUNIPER CANYON ROAD OR ANY ROAD WITHIN CIMARRON HILLS ESTATES PHASE II.
18. NO MORE THAN TWO (2) HEAD OF LIVESTOCK SHALL BE ALLOWED ON ANY LOT INCLUDING CATTLE, SADDLE HORSES, LLAMAS AND SHEEP. IN ADDITION NOT MORE THAN TWO (2) HOUSEHOLD PETS (DOGS AND CATS ONLY) SHALL BE PERMITTED (NOT INCLUDING PETS THAT ARE KEPT ENTIRELY WITHIN THE HOME). DOGS SHALL NOT BE ALLOWED TO BARK OUT OF CONTROL AS DEFINED BY CROOK COUNTY ORDINANCES OR TO RUN AT LARGE, NOR TO INTERFERE WITH OTHER PROPERTY OWNERS, THEIR LIVESTOCK OR PETS. IN ADDITION, OWNERS' CHILDREN WHO ARE INVOLVED IN 4-H OR FFA ACTIVITIES AND MARKET ANIMAL PRODUCTION MAY KEEP A MARKET LAMB, MARKET PIG OR MARKET STEER DURING THE REQUIRED PERIOD EACH YEAR (MARCH THROUGH AUGUST) FOR SALE AT THE 4-H OR FFA MARKET ANIMAL AUCTION IN AUGUST. NO PIGS, GOATS, CHICKENS OR TURKEYS WILL BE ALLOWED EXCEPT AS PROVIDED FOR ABOVE. COMMERCIAL LIVESTOCK OPERATIONS ARE STRICTLY PROHIBITED.
19. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR SIGNS USED BY THE DEVELOPER TO ADVERTISE THE PROPERTY DURING THE SALES PERIOD. AN EXEMPTION WILL BE PERMANENT SIGNS TO BE ERECTED AT THE ENTRANCE IDENTIFYING THE SUBDIVISION, SAID SIGN TO BE IN KEEPING WITH SURROUNDING TERRAIN AND NATURAL VEGETATION. STANDARD STREET SIGNS AND VISUAL ADDRESS SIGNS FOR DIRECTING FIRE, LIFE AND SAFETY PERSONNEL SHALL BE REQUIRED.



20. IT IS THE INTENT OF THESE COVENANTS TO PRESERVE THE NATURAL VEGETATION OF CIMARRON HILLS ESTATES PHASE II TO THE GREATEST EXTENT POSSIBLE AND TO PRECLUDE THE PLANTING OF OTHER VEGETATION WHICH WOULD NOT BE IN KEEPING WITH THE GENERAL SURROUNDING AREA. HOWEVER, LAWNS AND LANDSCAPING IN THE AREA SURROUNDING A RESIDENCE SHALL BE ALLOWED. DRY LAND GRASS SEEDING SHALL BE ALLOWED.

21. THE FOLLOWING WILDFIRE PREVENTION MEASURES SHALL BE FOLLOWED BY ALL OWNERS AND OCCUPANTS.

21a. ALL RESIDENTIAL BUILDINGS ON ANY LOT SHALL HAVE AN OPERATIONAL INTERIOR FIRE SPRINKLER SYSTEM INSTALLED WHICH COMPLIES WITH INDUSTRY STANDARDS FOR SINGLE FAMILY DETACHED HOMES LOCATED IN RURAL AREAS AND PER CROOK COUNTY FIRE DEPARTMENT STANDARDS.

21b. A THIRTY (30) FOOT NONCOMBUSTIBLE AREA SHALL BE MAINTAINED AROUND ALL RESIDENCES WITHIN CIMARRON HILLS ESTATES PHASE II. IN ADDITION, ALL NOXIOUS WEEDS, DEAD VEGETATION, INCLUDING BRANCHES AND LIMBS, LAWN CLIPPINGS AND OTHER DEBRIS MUST BE REMOVED FROM THIS THIRTY (30) FOOT AREA BY THE PROPERTY OWNER.

21c. TREE BRANCHES THAT REST ON OR NEAR A ROOF OR WALL SHALL BE REMOVED CREATING A CLEARANCE OF TEN (10) FEET. TREE LIMBS WITHIN TWENTY (20) FEET OF A CHIMNEY AND/OR CHIMNEY OUTLET SHALL BE REMOVED. ON TREES TALLER THAN TWENTY (20) FEET WITHIN THIRTY (30) FEET OF ANY STRUCTURE, LIVE BRANCHES SHALL BE TRIMMED TO A HEIGHT OF APPROXIMATELY TEN (10) FEET. ON TREES SHORTER THAN TWENTY (20) FEET, ONLY THE LIMBS FROM THE LOWER ONE-THIRD (1/3) OF THE TREE SHALL BE REQUIRED TO BE TRIMMED. SUCH REQUIREMENTS DO NOT APPLY TO ORNAMENTAL TREES AND SHRUBBERY PROVIDED THAT THEY ARE ISOLATED AND WELL SPACED FROM OTHER GROUND VEGETATION.

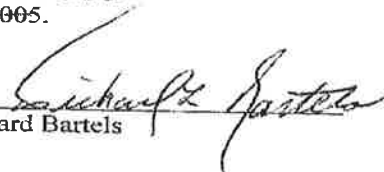
21d. LAWNS AND OTHER LOW VEGETATION SHALL BE KEPT MOWED, NEATLY MAINTAINED AND SHALL BE WATERED ON A REGULAR BASIS.

21e. ALL WOOD, BUILDING DEBRIS AND OTHER BURNABLE MATERIALS SHALL BE KEPT AT LEAST THIRTY (30) FEET AWAY FROM THE RESIDENCE OR OTHER BUILDINGS.

- 21f. LEAVES AND DEBRIS SHALL BE CLEANED ON A REGULAR BASIS FROM THE ROOF AND GUTTERS OF ALL BUILDINGS ON ALL LOTS.
- 21g. NO OPEN BURNING OF TRASH PILES OR BURN BARRELS WILL BE ALLOWED.
- 21h. DRIVEWAYS SHALL BE TRIMMED OF PERIPHERAL VEGETATION TO ALLOW EMERGENCY ACCESS TO THE RESIDENCE.
- 21i. SPARK ARRESTERS SHALL BE INSTALLED ON ANY CHIMNEY FOR A FIREPLACE OR WOODSTOVE.
- 21j. WOOD SHAKE SHINGLES WILL NOT BE ALLOWED.
22. NO PART OF ANY LOT SHALL BE USED OR OCCUPIED IN A MANNER THAT MATERIALLY OR ADVERSELY AFFECTS THE USE, OCCUPATION OR VALUE OF THE ADJOINING OR ADJACENT LOTS FOR RESIDENTIAL PURPOSE OR THE NEIGHBORHOOD WHEREIN THE LOTS ARE SITUATED.
23. ALL LIGHTING INSTALLED ON THE OUTSIDE OF THE PRIMARY RESIDENCE, GARAGE OR OTHER OUTBUILDINGS MUST BE SHIELDED, AIMED DOWNWARD AND OF LOW INTENSITY SO AS TO PRESERVE THE RURAL ATMOSPHERE.
24. THE FOREGOING PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL THE PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TWENTY-FIVE (25) YEARS, AT WHICH TIME SAID PROTECTIVE RESTRICTIONS SHALL AUTOMATICALLY BE RENEWED FOR AN ADDITIONAL TWENTY-FIVE (25) YEARS UNLESS AMENDED BY A MAJORITY OF THE PROPERTY OWNERS AS PROVIDED FOR IN PARAGRAPH TWENTY-EIGHT (28).
25. NOTHING CONTAINED IN THIS DECLARATION SHALL IMPAIR OR DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE, BUT TITLES TO ANY PROPERTY SUBJECT TO THIS DECLARATION OBTAINED THROUGH SALE IN SATISFACTION OF ANY SUCH MORTGAGE OR DEED OF TRUST SHALL, THEREFORE, BE HELD SUBJECT TO ALL OF THE PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS HEREOF.

26. THE LOT OWNERS OR ANY MORTGAGEE ON ANY LOT SHALL HAVE THE RIGHT TO ENFORCE ALL OF THE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, LIENS AND CHARGES NOW OR HEREINAFTER IMPOSED BY ANY OF THE PROVISIONS OF THIS DECLARATION AS MAY PERTAIN SPECIFICALLY TO SUCH PARTIES OR OWNERS BY ANY PROCEEDING AT LAW OR IN EQUITY. FAILURE BY THE OWNERS OR MORTGAGEE TO ENFORCE ANY COVENANT, CONDITION, OR RESTRICTION HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THEIR RIGHT TO DO SO THEREAFTER. IN THE EVENT SUIT OR ACTION IS SUMMONSED TO ENFORCE THE TERMS AND PROVISIONS OF THIS DECLARATION THE PREVAILING PARTY SHALL BE ENTITLED TO ITS ATTORNEYS' FEES AND COSTS IN SUCH SUIT OR ACTION TO BE FIXED BY THE TRIAL COURT, AND IN THE EVENT OF AN APPEAL, THE COST OF THE APPEAL, TOGETHER WITH REASONABLE ATTORNEYS' FEES TO BE SET BY THE APPELLATE COURT. DISPUTES CAN ALSO BE SETTLED BY LEGAL ARBITRATION.
27. INVALIDATION OF ANY ONE OF THESE COVENANTS, CONDITIONS AND RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
28. EXCEPTING FOR PROVISIONS PERTAINING TO MAINTENANCE OF CIMARRON HILLS ESTATES PHASE II AND IT'S PERTINENT IMPROVEMENTS, ROADS AND UTILITIES, THESE COVENANTS, CONDITIONS AND RESTRICTIONS MAY BE AMENDED AFTER 10 YEARS BY CONSENT OF THE OWNERS OF SEVENTY-FIVE PERCENT (75%) OF THE LOTS. THE AMENDMENT SHALL BE RECORDED. ANY AMENDMENT OR REVISION PERTAINING TO MAINTENANCE OF CIMARRON HILLS SHALL REQUIRE UNANIMOUS CONSENT. THREE (3) OR MORE OF THE LOT OWNERS SHALL VERIFY ON THE AMENDMENT WHICH IS RECORDED THAT THE NECESSARY CONSENT OF THE OWNERS WAS OBTAINED.

DATED this 21 <sup>MARCH 2008</sup> day of ~~June~~, 2005.

  
Richard Bartels

STATE OF OREGON, County of Crook ss.

On this 21 <sup>MARCH 2008</sup> day of ~~June~~, 2005, personally appeared Richard Bartels and acknowledged the foregoing instrument to be his voluntary act and deed.



  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 9-3-2010



THIS SPACE RESERVED FOR RECORDER'S USE

After recording return to:

Anthony Aukahi Krau and Michelle Malani Krau

PO Box 330837

Kahului, HI 96733

Until a change is requested all tax statements shall be sent to the following address:

Anthony Aukahi Krau and Michelle Malani Krau

PO Box 330837

Kahului, HI 96733

File No. 255681AM



**STATUTORY WARRANTY DEED**

**Richard L Bartels,**

Grantor(s), hereby convey and warrant to

**Anthony Aukahi Krau and Michelle Malani Krau, as Tenants by the Entirety,**

Grantee(s), the following described real property in the County of Crook and State of Oregon free of encumbrances except *as specifically set forth herein:*

**Located in Crook County, Oregon:**

**Lot 13 of Cimarron Hills Subdivision - Phase 2, according to the official plat thereof, recorded March 13, 2007 as Instrument No. 2007-219604 records of Crook County, Oregon.**

FOR INFORMATION PURPOSES ONLY, THE MAP/TAX ACCT #(S) ARE REFERENCED HERE:

1616120000502 18801

The true and actual consideration for this conveyance is \$75,000.00.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

**2018-2019 Real Property Taxes, a lien not yet due and payable.**

Return To:



*255681AM*  
*KC*