

## Covenants, Conditions & Restrictions

December 20, 2001

**BARGAIN AND SALE DEED**

After Recording return to:

Unless a change is requested,  
all tax statements shall be sent  
to:

West Bend Property Company LLC  
296 SW Columbia St., Suite A.  
Bend, Oregon 97702

West Bend Property Company LLC  
296 SW Columbia St., Suite A.  
Bend, Oregon 97702

WEST BEND PROPEPTY COMPANY LLC, "Grantor", conveys to WEST BEND PROPERTY COMPANY LLC, "Grantee", the following described real property:

**SEE ATTACHED EXHIBIT "A" and incorporated herein.**

This deed is being recorded for the purpose of recording the Master Declaration of Covenants, Conditions and Restrictions for NorthWest Crossing attached as Exhibit "B" and incorporated herein.

The true consideration for this transfer stated in dollars is ZERO (\$ -0-).


THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAW SUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930

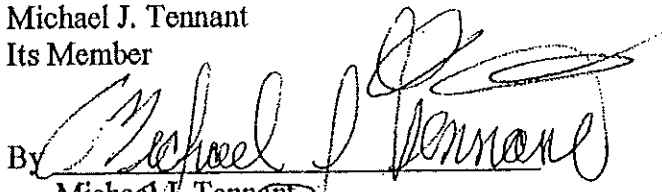
DATED this 20 day of December, 2001.

**WEST BEND PROPERTY COMPANY LLC**

By Brooks Resources Corporation  
Its Member

Michael J. Tennant  
Its Member

  
Kirk Schueler  
President

By   
Michael J. Tennant  
Member

After recording, return to  
AmeriTitle  
15 OREGON AVENUE, BEND

DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENHOLLOW, COUNTY CLERK

2001-53854



\$131.00

00037252200100638540210214

12/27/2001 10:41:47 AM

D-D Cnt=1 Stn=3 TIFFANY  
\$105.00 \$11.00 \$10.00 \$5.00

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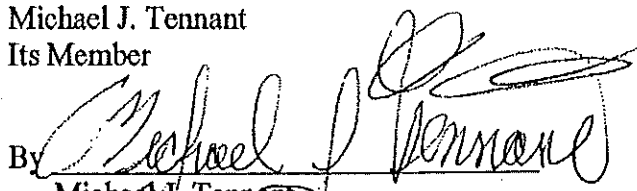
DATED this 20 day of December, 2001.

**WEST BEND PROPERTY COMPANY LLC**

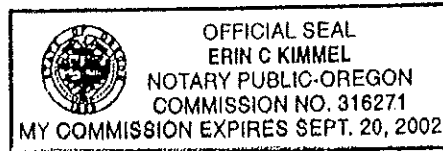
By Brooks Resources Corporation  
Its Member

  
Kirk Schueler  
President

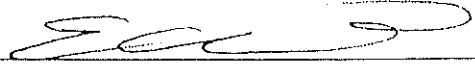
Michael J. Tennant  
Its Member

By   
Michael J. Tennant  
Member

STATE OF OREGON )  
 ) ss  
COUNTY OF DESCHUTES )

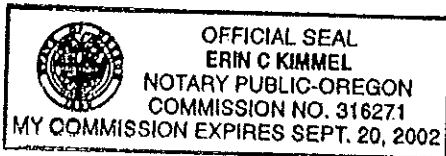


The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of  
December, 2001, by Kirk E. Schueler, who is President of Brooks Resources  
Corporation, member of West Bend Property Company LLC, on behalf of the Company.

  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: 9/20/02

STATE OF OREGON )  
 ) ss  
COUNTY OF DESCHUTES )

The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of  
December, 2001, by and Michael J. Tennant, member of West Bend Property  
Company LLC, on behalf of the Company.



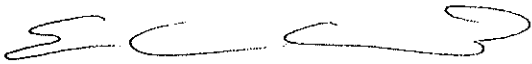
  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: 9/20/02

EXHIBIT "A"

**Northwest Crossing  
Legal Description**

A parcel of land located in Section 36, Township 17 South, Range 11 East, and Section 31, Township 17 South, Range 12 East, Willamette Meridian, City of Bend, Deschutes County, Oregon, being a portion of that parcel of land described in warranty deed to West Bend Property Company, LLC, recorded March 19, 1999, in Volume 1999, Page 13784, Deschutes County Official Records, being more particularly described as follows:

All of that property described in said deed to West Bend Property Company, LLC, recorded March 19, 1999.

Excepting therefrom: Mt. Washington Drive and N.W. High Lakes Loop (local street) as described in dedication warranty deed to the City of Bend, recorded July 15, 1999 in Volume 1999, Page 34649, Deschutes County Official Records.

Also excepting therefrom: that parcel of land described in warranty deeds to Bend-La Pine Administrative School District No. 1, recorded December 7, 1999 in Volume 1999, page 57995, Deschutes County Official Records.

Also excepting therefrom: that parcel of land described in warranty deeds to Bend-La Pine Administrative School District No. 1, recorded July 7, 1999 in Volume 1999, page 33428, Deschutes County Official Records.

Also excepting therefrom: that parcel of land described in warranty deeds to Bend-La Pine Administrative School District No. 1, recorded March 1, 2000 in Volume 2000, page 8027, Deschutes County Official Records.

## EXHIBIT "B"

### MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

### NORTHWEST CROSSING

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTHWEST CROSSING (this "Declaration") is made this 20<sup>th</sup> Day of December 2001, by West Bend Property Company LLC, an Oregon limited liability company, hereinafter referred to as "Declarant."

#### OBJECTIVES

Declarant is the owner of the real property described in Exhibit "A" and depicted on Exhibit Map A-1, (including any property annexed into the Declaration from time to time, the "Property"), attached hereto and incorporated herein by reference. Declarant intends by this Declaration to:

- (1) Impose upon the Property restrictions under a general plan of improvement for the benefit of all owners of any portion of the Property;
- (2) Provide a flexible and reasonable review process for construction within the overall development of the Property to assure a consistent and attractive development;
- (3) Create Easements, Covenants, Conditions and Restrictions to protect the value and desirability and the intended development outcome of the Property.

The Property is being developed as a master planned, mixed-use development known as "NorthWest Crossing." NorthWest Crossing is not a "planned community" as that term is defined by ORS 94.550 et seq. Except where this Declaration conflicts with any applicable government municipal regulations, this Declaration shall be binding upon the owners of all property subject to this Declaration. In the event any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard or requirement set by an applicable ordinance of the City of Bend or other governmental entity, the more restrictive standard or requirement shall apply.

#### ARTICLE 1: DEFINITIONS

1.1 "Accessory Dwelling": means a separate, complete dwelling unit, either attached to or separate from the primary dwelling unit, as more particularly described in the Bend City Code, Section 22D, NorthWest Crossing Overlay Zone as the same may be amended from time to time.

1.2 "ARC" or "Architectural Review Committee": means the committee appointed pursuant to Section 4.8, or the board elected pursuant to Article 7, as applicable, to review all planned improvements to the property prior to start of construction according to the NorthWest Crossing Prototype Handbook and Rules and Design Guidelines.

1.3 "Association": means the non-profit corporation of any Planned Development within NorthWest Crossing that may be formed to serve as the owners association for owners owning property in the subject Planned Development.

1.4 "Declarant": means West Bend Property Company LLC, an Oregon limited liability company, any person who succeeds to any special Declarant right and to whom all the Declarant's ownership interest in the Property is transferred, or any person, other than Owners, to whom Declarant has transferred, for purposes of resale, all of Declarant's ownership interest in NorthWest Crossing or phases within NorthWest Crossing.

1.5 "Design Guidelines" or "NorthWest Crossing Prototype Handbook and NorthWest Crossing Rules and Design Guidelines": means those certain NorthWest Crossing Prototype Handbook and NorthWest Crossing Rules and Design Guidelines promulgated by Declarant and/or the ARC from time to time and applicable to NorthWest Crossing.

1.6 "Homesite": means a residential lot platted or legally partitioned within the Property subject to this Declaration.

1.7 "Improvement": means every temporary or permanent structure or improvement of any kind including, but not limited to, buildings, fences, walls, driveways, parking areas, storage shelters, signs, trash screens, and/or other products of construction efforts on or in respect to any property within NorthWest Crossing, including landscaping, and every exterior alteration, painting or reconstruction thereof.

1.8 "Initial Development": means the property referred to in Section 2.2, which will be the first phase of development within NorthWest Crossing.

1.9 "Living Unit": means any single family home, townhouse, condominium, rowhouse, Accessory Dwelling, or live/work residential dwelling located on a Lot and designated for occupancy, whether occupied or not.

1.10 "Lot": means a platted or legally partitioned lot, within NorthWest Crossing.

1.11 "Master Development Plan": means the plan of development for NorthWest Crossing expressed in and implemented by the NorthWest Crossing Overlay Zone set forth in the City of Bend Zoning Ordinance and the NorthWest Crossing Prototype Handbook and Rules and Design Guidelines.

1.12 "NorthWest Crossing": means the property described on attached Exhibit A and any property subjected to this Declaration pursuant to a Supplemental Declaration, which property is to be developed as a master planned, mixed-use development. The Property will be developed in phases (each, a "Phase") of one or more Lots.

1.13 "Overlay Districts": means overlay zoning districts within NorthWest Crossing adopted by the City of Bend, which permit flexible, diverse development and variations in density.

1.14 "Overlay Zone": means the City of Bend NorthWest Crossing Overlay Zone.

1.15 "Owner": means a person or persons, corporation or other legal entities, including Declarant, owning any Lot within NorthWest Crossing.

1.16 "Phase": means one or more Lots developed together within NorthWest Crossing as described in Section 2.2.

1.17 "Planned Development": means a community created on a portion of the Property and subject to the rules and regulations established by a separate declaration, which may include the creation of an Association.

1.18 "Supplemental Declaration": means the instrument(s) annexing and subjecting additional real property to this Declaration.

## ARTICLE 2: PROPERTY SUBJECT TO THIS DECLARATION

2.1 General Declaration Creating NorthWest Crossing. Declarant hereby declares that all of the real property located in Deschutes County, Oregon described in Exhibit "A" is and shall be sold, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration, unless withdrawn by Declarant, pursuant to Section 2.4.

2.2 Initial Development. Declarant anticipates that the Property will be developed in phases (each, a "Phase"), each of which will consist of one or more Lots and each of which will be created by recordation of a plat in Deschutes County. The first Phase of NorthWest Crossing, known as NorthWest Crossing, Phase 1, shown on Exhibit "B", is currently anticipated to consist of sixty (60) residential standard lots, one (1) commercial limited lot and two (2) future development residential parcels. The initial sixty (60) residential standard lots are not anticipated to be a Planned Development. The one (1) commercial limited lot and two (2) future development residential parcels may be a part of a Planned Development.

2.3 Annexation of Additional Property. Declarant may from time to time and in its sole discretion annex to NorthWest Crossing and this Declaration any adjacent real property now or hereafter acquired by Declarant. The annexation of such adjacent real property shall be accomplished as follows:

(a) Supplemental Declaration. Declarant shall record a Supplemental Declaration which shall be executed by or bear the approval of Declarant and shall, among other things, describe the real property to be annexed, establish any additional limitations, uses, restrictions, covenants and conditions which are intended to be applicable to such property, and declare that such property is sold, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration.



(b) Provisions of Supplemental Declaration. Notwithstanding any provision to the contrary, a Supplemental Declaration with respect to any annexed property may:

(i) Establish such new land classifications and such limitations, uses, restrictions, covenants, and conditions with respect thereto as Declarant may deem to be appropriate for the development of the annexed property.

(ii) With respect to existing land classifications, establish additional or different limitations, uses, restrictions, covenants, and conditions with respect thereto as Declarant may deem to be appropriate for the development of such annexed property.

(c) Effects of Annexation. The property included in any such annexation shall thereby become a part of NorthWest Crossing and this Declaration, and the Declarant shall have and shall accept and exercise administration of this Declaration with respect to such property.

(d) No Limitation on Annexation. There is no limitation on the number of Lots that Declarant may create within or annex to NorthWest Crossing.

2.4 Withdrawal of Property. Declarant may withdraw property from NorthWest Crossing only by duly adopted amendment to this Declaration in accordance with this Section 2.4. Declarant may withdraw any portion of the Property from this Declaration at any time, unless the portion of the Property to be withdrawn is a part of a Phase in which a Lot has already been conveyed to a party unrelated to Declarant. Any such withdrawal shall be by a declaration stating that Declarant is exercising its right to remove such property from NorthWest Crossing and the jurisdiction of this Declaration, which declaration shall be executed by Declarant and recorded in the official records of Deschutes County. If a portion of the Property is so withdrawn, all voting rights otherwise allocated to Lots being withdrawn shall be eliminated. The right of Declarant to withdraw property hereunder shall not expire until the first Lot in the last Phase of NorthWest Crossing has been sold.

### ARTICLE 3: LAND CLASSIFICATIONS

3.1 Master Development Plan. NorthWest Crossing is subject to a Master Development Plan which is established and implemented by the City of Bend NorthWest Crossing Overlay Zone and the NorthWest Crossing Prototype Handbook and the Rules and Design Guidelines. These documents establish permitted and conditional uses, Lot requirements, building heights and other development standards. The Overlay Zone establishes five major zones in NorthWest Crossing, which zones roughly mirror the primary zones in the City of Bend Zoning Ordinance. The Overlay Zone also creates Overlay Districts that allow specific standards within subareas of NorthWest Crossing. Accordingly, all real property subject to the Master Development Plan, and therefore, all real property initially subject to this Declaration, is classified as one or more of the following zones:

(a) Residential Standard Density

(b) Commercial Limited

- (c) Mixed Employment
- (d) Industrial Park
- (e) Public Facilities

Within each of the zones, one or more of the following Overlay Districts may apply:

- (a) Urban Standard Residential District
- (b) Residential Townhome Overlay District
- (c) Residential Multiple-Family Overlay District
- (d) Residential Mixed-Use Overlay District
- (e) Commercial/Mixed Employment Overlay District
- (f) Industrial Park Overlay District

3.2 Additional Land Classifications. Additional land classifications and uses may hereafter be established in any Supplemental Declaration as provided in Section 2.3 above and consistent with applicable governmental laws and regulations.

3.3 Conversion of Lots to Common Areas or Areas of Common Responsibility. Declarant may elect to build common facilities on one or more Lots and designate such Lots as common areas to benefit and be maintained by an Association of a Planned Development.

3.4 Consolidation of Lots. The Owner of two adjoining Lots, with the approval of the Declarant, or the Architectural Review Committee, and the City of Bend, may elect to consolidate such Lots into one Lot. The Architectural Review Committee may impose conditions or restrictions on the granting of its approval of a lot consolidation, including, but not limited to maintenance or landscaping requirements and limitations on use. The consolidation shall be effective upon the recording in the deed records of Deschutes County a declaration of the Owner stating that the two lots are consolidated. The deed shall include all restrictions and conditions imposed as a condition of such consent by the Declarant, Architectural Review Committee and the City of Bend. Thereafter, and except if otherwise provided by the Declarant or Architectural Review Committee as a condition to its consent, the consolidated Lots shall constitute one Lot for all the purposes of this Declaration.

#### **ARTICLE 4: ARCHITECTURAL CONTROLS**

4.1 Approval Required. No Improvement, as defined in Section 1.7 above, shall be erected, placed, altered, maintained, or permitted to remain on any Property subject to this Declaration until final plans and specifications have been submitted to and approved in writing by the Architectural Review Committee. All submittals shall be in conformance with the Design Guidelines, unless otherwise approved by the Architectural Review Committee.

4.2 Procedure. Any Owner proposing to construct any Improvements within NorthWest Crossing shall follow the procedures outlined in the Design Guidelines and shall be subject to the approvals required by this Article 4. Failure to follow such procedures or obtain such approvals as required by this Article 4 shall be deemed a breach of this Declaration.

4.3 Required Documents. Any Owner proposing to utilize, improve, or develop real property within NorthWest Crossing shall submit such application forms as the Architectural Review Committee may promulgate from time to time with accompanying application fee.

4.4 Review. All plans and drawings submitted in accordance with Section 4.3 above shall be submitted to the Architectural Review Committee for review prior to the performance of any proposed work. Such plans and drawings shall be accompanied by a check payable to Declarant in an amount to be determined by the Architectural Review Committee from time to time. No plans shall be reviewed until the application fee is paid in full and all items specified in the application are submitted. Within 30 days, or such other period of time as may be specified in the Design Guidelines, following receipt of such plans and drawings, and the full amount of the application fee, the Architectural Review Committee shall review the plans and shall inform the Owner in writing whether the plans conform to the Design Guidelines. In the event the Architectural Review Committee fails to notify the Owner in writing as to the conformity of the plans within the review period, the plans are conclusively presumed to be approved as submitted. Delivery of notification shall be as provided in Section 10.8. In the event any of the plans do not conform to the Design Guidelines, the Owner shall resubmit those nonconforming portions of the plans for review in accordance with the procedures outlined in Section 4.3 above and in this Section 4.4. No work may be performed relating to any Improvement unless and until all aspects of all plans required under Section 4.3 above and this Section 4.4 have been approved by the Architectural Review Committee. Any site plans, construction plans, or similar plans and drawing submitted to the City of Bend for a building permit without the approval of the Architectural Review Committee are submitted at the Owner's own risk.

4.5 Design Guidelines. The development concept for NorthWest Crossing shall be determined by Declarant or the Architectural Review Committee with Declarant's approval and shall be in accordance with applicable statutes, ordinances, regulations, zoning, and other governmental land use controls. Design Guidelines setting forth various aspects of the development concept, in addition to this Declaration, may be published from time to time by the Declarant or the Architectural Review Committee with Declarant's approval. Declarant or the Architectural Review Committee, with Declarant's approval, shall have the right to alter, rescind, or amend any published Design Guidelines without prior notice to any party; provided, however, that once approval has been given pursuant to Section 4.4 above, work may, subject to the provisions of Section 4.11, proceed in accordance with the approved plans and drawings, notwithstanding any changes in the development concept. All such Design Guidelines shall be in general conformity with this Declaration.

4.6 Inspection. All work related to any Improvement within NorthWest Crossing shall be performed in strict conformity with the plans and drawings approved under Section 4.4 above. The Architectural Review Committee shall have the right to inspect any such work to determine its conformity with the approved plans and drawings and reserves the right to order a stop to all work if, in good faith, it believes that any such work is nonconforming. In the event

that it is determined in good faith by the Architectural Review Committee that certain work is nonconforming, a stop work notice may be issued, without necessity of court order, which shall require the Owner to correct all nonconforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such nonconforming items shall be deemed a breach of this Declaration. Neither Declarant, nor the Architectural Review Committee, nor any officer, director, employee, agent, or servant of Declarant shall be responsible for any damages, loss, delay, cost, or legal expense occasioned through a stop work notice given in good faith, even if it is ultimately determined that such work was in conformity with the approved plans and drawings.

4.7 Waiver. Any condition or provision of Sections 4.2 through 4.6 above may be waived by the Architectural Review Committee, in its exclusive discretion. Any such waiver shall not be deemed a general waiver of any aspect of the Design Guidelines or the required procedures and approvals specified under Sections 4.2 through 4.6. The granting of a waiver as to one Owner shall not automatically entitle any other Owner to the waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representative of the Architectural Review Committee and delivered by certified mail to the party claiming the benefit of such waiver.

4.8 Architectural Review Committee. The Architectural Review Committee shall be appointed by Declarant and shall consist of as many members but not less than three, as Declarant may appoint from time to time. At such time as Declarant shall no longer desire to exercise its rights of approval as set forth in this Article 4, such approval rights shall be exercised by an Architectural Review Committee as provided for in Article 7 below, or shall cease to exist.

4.9 Majority Action. Except as otherwise provided herein, a majority of the members of the Architectural Review Committee shall have the power to act on behalf of the Architectural Review Committee, without the necessity of a meeting and without the necessity of consulting or notifying the remaining members of the Architectural Review Committee. The Architectural Review Committee may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

4.10 Liability. The scope of the Architectural Review Committee's review is not intended to include any review or analysis of structural, geophysical, engineering, building or zoning code compliance, or other similar considerations. Neither Declarant nor the Architectural Review Committee nor any member thereof shall be liable to any Owner, occupant, builder, or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Architectural Review Committee or a member thereof, provided only that Declarant or the Architectural Review Committee has, or the member has, in accordance with the actual knowledge possessed by the Architectural Review Committee or by such member, acted in good faith.

4.11 Effective Period of Consent. The Architectural Review Committee's consent to any proposed Improvement shall automatically be revoked one year after issuance unless construction of the Improvement has been commenced or the Owner has applied for and received an extension of time from the Architectural Review Committee.

4.12 Construction by Declarant. Improvements constructed by Declarant on any property owned by Declarant are not subject to the requirements of this Article 4.

4.13 Appeal. Any Owner who disagrees with a decision of the Architectural Review Committee related to that Owner's Lot may appeal the decision in writing to the Architectural Review Committee pursuant to the procedures set forth in the Design Guidelines.

## ARTICLE 5: RESTRICTIONS ON USE OF PROPERTY

5.1 Occupancy. No Owner shall occupy, use, or permit his Lot, or any part thereof, to be used for any purpose other than those allowed within the NorthWest Crossing Overlay Zone, the Master Development Plan as described in Article 3 and the applicable portions of the City of Bend Zoning Code. Any Owner may lease such Owner's Living Unit for periods of no shorter duration than thirty (30) days when such Owner is not in occupancy, except as may be otherwise allowed in certain Overlay Districts. Nothing in this Section 5.1 shall be deemed to prohibit (a) activities relating to the sale of Living Units, or leasing of industrial or commercial space, or (b) the right of Declarant or any contractor or homebuilder to construct Improvements on any Lot, and to store construction materials and equipment on Lots in the normal course of construction. Declarant may use any Living Unit as a sales office or model home for purposes of carrying out real estate sales activities in NorthWest Crossing.

5.2 Improvements. Each Lot and all Improvements shall be maintained in a clean and attractive condition, in good repair, and in such a fashion as not to create a fire hazard.

5.3 Appearance. All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus, and other service facilities located on each Lot shall be screened from view in a manner approved by the Architectural Review Committee.

5.4 Construction and Alteration. Nothing shall be altered or constructed in or removed from or placed on a Lot except with the prior written consent of the Architectural Review Committee.

5.5 Offensive Activity. No offensive activity shall be carried on, nor shall anything be done on any Lot that may be or become an annoyance or nuisance to the other Owners, unless the specific activity is allowed in the applicable Overlay District.

5.6 Signs. No signs shall be erected or maintained on any Lot except signs that are approved as to appearance and location pursuant to the Design Guidelines.

5.7 Exterior Lighting or Noise Making Device. All exterior lighting shall be shielded and directed down. No exterior lighting or noise-making device shall be placed on a Lot, or any portion thereof, without the written approval of the Architectural Review Committee.

5.8 Antennas and Satellite Dishes. Exterior satellite receivers, transmission dishes, exterior antennas, or other sending or receiving devices shall not be permitted without the written approval of the Architectural Review Committee.

5.9 Limitations on Transfer. No Owner shall transfer, either by conveyance, contract of sale, or lease, any interest in his Lot which would result in ownership of such Lot being held by more than ten (10) persons.

5.10 Prohibited Structures. No house trailer, mobile home, manufactured home assembled off-site, tent, shack, barn, or other similar outbuilding or structure, whether permanent or temporary, except for construction trailers, shall be erected or placed on any Lot.

5.11 Single Family Residences. No more than one single family residence shall be erected or placed on any Homesite, with the exception of Accessory Dwellings as described in the Design Guidelines, unless otherwise allowed in the Master Development Plan or the NorthWest Crossing Overlay Zone.

5.12 Utilities. No above-ground utilities, pipes, or wires shall be used to connect Improvements with supplying facilities.

5.13 Parking. Parking in Commercial, Mixed Employment, Industrial Park and Residential zones may be subject to a separate parking district governed by an Association, and subject to the Declaration, Articles of Incorporation and Bylaws of a Planned Development.

5.14 Control of Pets. No pets or domestic animals shall be permitted to run loose or unattended. Owners of pets shall be responsible for compliance with all City of Bend leash laws and other laws related to the control of pets. No animals shall be kept or raised on any Lot except household pets and domestic animals not used for any commercial purpose, unless allowed in the applicable Overlay District.

5.15 Firearms or Other Weapons. All Owners shall comply with the City of Bend regulations on firearms, air pistols, archery, sling shots, fireworks, or any other weapons, projectiles or incendiary devices.

5.16 Limitations After Failure to Establish Successor ARC. If after the Effective Date of the Relinquishment Declaration (as defined in Section 7.1), no successor ARC is organized pursuant to Article 7, there shall no longer be ARC approval requirements for the items or activities described in Sections 5.3, 5.4, 5.6, 5.7 or 5.8, but Owners shall not install and/or maintain signs, place exterior lighting or place exterior satellite receivers, transmission dishes, exterior antennas or other sending or receiving devices unless, and to the extent, the same are generally compatible and consistent with the overall development pattern, scheme and aesthetic appearance of the then-existing development within NorthWest Crossing.

## ARTICLE 6: ENFORCEMENT

6.1 Non-qualifying Improvements and Violations of General Protective Covenants. In the event any Owner constructs or permits to be constructed on such Owner's Lot an Improvement contrary to the provisions of this Declaration, or causes or permits any activity, condition or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on such Owner's Lot, then the Architectural Review Committee shall notify the Owner in writing of any such specific violations of this Declaration and may require the Owner to remedy or abate the same in order to bring the Owner's Lot, the Improvements thereon, and the

Owner's use thereof, into conformance with this Declaration. If the Owner is unwilling or refuses to comply with the notice by remedying or abating the violation promptly after reasonable notice and opportunity to be heard, then the Architectural Review Committee shall have, in addition to any other rights or remedies provided in this Declaration, at law or in equity, the right to do any or all of the following:

(a) Remove Cause of Violation. Enter onto the offending Lot, without being subject to any trespass, conversion or any other claim for damages, and remove, alter, or repair the item which is in violation of the Declaration in such a manner as to make it conform thereto, in which case the Architectural Review Committee may assess such Owner for the entire cost of the work done.

(b) Suit or Action. Bring suit or action against the Owner on behalf of the other Owners to enforce this Declaration.

(c) Fines. Impose one or more fines as provided in Section 6.4.

(d) Other Remedies. The Architectural Review Committee shall have any other remedy available to it by law.

6.2 Default in Payment of Charges; Enforcement of Lien. If any fine or other charge levied under this Declaration is not paid within thirty (30) days of its due date, such fine or charge shall become delinquent and shall bear interest from the due date until paid at a rate not to exceed what is allowable under State and Federal laws, and in addition, the Architectural Review Committee may exercise any or all of the following remedies:

(a) Suspension of Rights; Acceleration. The Architectural Review Committee may suspend such Owner's voting rights under Article 7 and Article 9 until such amounts, plus other charges under this Declaration are paid in full.

(b) Lien. The Declarant, on behalf of the Architectural Review Committee, or a nonprofit corporation that has become the ARC pursuant to Article 7, shall have a right to lien any Lot within NorthWest Crossing for any fines or other charges imposed under this Declaration against the Owner of the Lot from the date on which the fine or charge is due. The provisions regarding the attachment, notice, recordation, and duration of liens established on real property under ORS 87.352 to 87.386 shall apply to the lien. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens under ORS Chapter 88. The Declarant or the non-profit corporation that has become the ARC pursuant to Article 7, may, through its duly authorized agents, bid on the Lot at such foreclosure sale and may acquire and hold, lease, mortgage, and convey the Lot in accordance with applicable laws.

(c) Other Remedies. The Architectural Review Committee shall have any other remedy available to it by law.

6.3 Expenses, and Attorney Fees. In the event the Declarant, the Architectural Review Committee or any Owner brings suit or action to enforce this Declaration, or to collect any money due hereunder or to foreclose a lien, the prevailing party in such suit or action shall

recover such amount as the court may determine to be reasonable as attorney fees at trial and upon any appeal or petition for review thereof or in any bankruptcy proceeding.

6.4 Fines. The Declarant or the Architectural Review Committee may establish a schedule of fines applicable to violations of this Declaration or Design Guidelines established pursuant to this Declaration. Fines may be imposed by the Declarant or the Architectural Review Committee after giving notice to the alleged violator and shall be payable as of the date given on the notice.

6.5 Right of Owners to Enforce Declaration. In the event that the Declarant elects to relinquish its control of the ARC and the Owners do not establish a successor ARC, then individual Owners shall have the right to enforce the terms and provisions of this Declaration by bringing suit or action against the defaulting Owner. Notwithstanding the foregoing, such rights of enforcement shall not include design review rights for new Improvements described in Article 4.

## ARTICLE 7: RELINQUISHMENT OF DECLARANT'S ROLE

7.1 Declarant's Control. At such time as the Declarant shall no longer desire to exercise the architectural, landscaping, signing and lighting controls over NorthWest Crossing, Declarant shall cause to be recorded in the official records of Deschutes County, Oregon, a declaration or other similar document (the "Relinquishment Declaration") stating that Declarant no longer desires to exercise any further controls over development in NorthWest Crossing and is relinquishing its rights under the Declaration effective as of thirty days after recordation of such Relinquishment Declaration (the "Effective Date"). Recordation of the Relinquishment Declaration shall, as of the Effective Date, formally terminate Declarant's interest in this Declaration and all rights of architectural, landscaping, signing and lighting controls, as well as any and all other obligations or duties of Declarant under this Declaration.

### 7.2 Formation of the Owner-Controlled Architectural Review Committee.

(a) Not later than the date of recordation of the Relinquishment Declaration, Declarant shall notify all Owners in writing of its intent to record the Relinquishment Declaration. Such notice shall comply with Section 10.8 and shall include a copy of the Relinquishment Declaration and shall inform the Owners that the Relinquishment Declaration will terminate all of Declarant's rights as Declarant hereunder. Such notice shall advise Owners that the Relinquishment Declaration will further terminate the Architectural Review Committee and the architectural review of Improvements established by Article 4 unless a majority of Owners then owning Lots elect to continue the Architectural Review Committee as provided in this Section 7.2. Such notice shall also appoint an interim Architectural Review Committee to serve for up to sixty (60) days after the Effective Date. Declarant's notice shall include a notice of a meeting to be held not less than twenty (20) days nor more than sixty (60) days after the date of such notice, at which time the Owners may elect to continue the Architectural Review Committee by forming an Oregon non-profit corporation and electing an initial five-member board of directors.



(b) In order to continue the Architectural Review Committee, a majority of Owners owning Lots at the time of the scheduled meeting must appear in person or by proxy at the meeting and elect to form a non-profit corporation to take over the function of the ARC. If the Owners so vote, they shall then elect an initial five-member board of directors and direct the directors to take such steps as are reasonably necessary to form the non-profit corporation. Once the non-profit corporation is formed, the interim ARC members appointed by Declarant pursuant to Section 7.2(a) shall cease to serve, and the board of directors shall immediately commence serving and shall constitute the Architectural Review Committee. The board shall promptly promulgate bylaws for the corporation, which bylaws may be amended by the directors and shall provide for director elections by Owners in accordance with Section 7.2(c). The bylaw shall establish the frequency of board elections and the term for directors. The bylaws shall not permit cumulative vote. As the ARC, the board shall have all the rights granted to the ARC herein, including, without limitation, pursuant to Article 4 as well as all powers, responsibilities and rights of Declarant under this declaration with respect to the exercise of architectural, landscaping, signing and lighting controls (specifically excluding Declarant's rights under Section 9.2).

(c) Persons eligible for the board shall be limited to Owners of any Lot within NorthWest Crossing. Declarant may solicit from and circulate to all Owners a proposed list of nominees for the first election of board members. Any Owner may make nominations from the floor at the initial meeting. Declarant shall then conduct an election of the initial board of directors. The total number of votes for each director's position shall be based upon the total number of Lots within NorthWest Crossing with each Owner entitled to one (1) vote for each Lot owned within NorthWest Crossing. The five nominees obtaining the five highest vote totals shall constitute the members of the board.

(d) Neither the ARC nor a successor non-profit corporation shall have the right to assess Owners or Lots unless and until this Declaration is amended in accordance with Section 9.2 and applicable law. The foregoing shall not negate the right of the ARC or a successor non-profit corporation to charge a reasonable review fee for performing the review functions described in Section 4. In no event shall this Section 7.2(d) be construed so as to prevent the establishment of any homeowners' association(s) covering one or more of the Lots, which association has the right to levy assessments on member owners or lots, provided such association is established in accordance with applicable law.

7.3 Declarant's Obligations. Regardless of whether a majority of Owners elect to continue the ARC by forming a non-profit corporation, Declarant's obligations hereunder shall terminate after sending the notice described in Section 7.2(a) and arranging meeting space for the meeting described in Sections 7.2(a) and 7.2(b). Thereafter, Declarant shall have no further responsibilities relating to the ARC or this Declaration or liability to the Owners of Lots within NorthWest Crossing. Any failure to organize a post-Declarant ARC shall not affect the effectiveness of this Declaration.

7.4 Failure to Establish Successor ARC. In the event that a majority of Owners do not elect to create a nonprofit corporation to continue as the ARC, the provisions of Article 4 shall cease, and together with the Design Guidelines, shall no longer apply to NorthWest Crossing.

## ARTICLE 8: ASSOCIATION OF PLANNED DEVELOPMENTS

8.1 Planned Developments. Declarant shall, at the time of creating a Planned Development that is subject to these Declarations, form an Association with appropriate Articles of Incorporation and Bylaws for such Planned Development. Organization of the Association and turn over of control of the Association by Declarant shall be described in the declarations and bylaws of each Planned Development. All Planned Developments within NorthWest Crossing shall at all times remain subject to this Declaration.

## ARTICLE 9: DURATION OF THIS DECLARATION/AMENDMENTS

9.1 Duration. The Covenants, Conditions and Restrictions of NorthWest Crossing shall run with the land and shall continue to remain in full force and effect at all times with respect to the Property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal provided as provided in Section 9.2), for a period of thirty (30) years from the date this Declaration is recorded. However, unless within one (1) year from the date of said termination, there shall be recorded an instrument directing the termination of the Declaration signed by Owners of not less than seventy-five percent (75%) of the Lots then subject to this Declaration, this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten years and thereafter for successive periods of ten years unless terminated as described herein.

9.2 Amendment. Except as otherwise provided in this Section 9.2, this Declaration or any provision hereof, or any Covenant, Condition or Restriction contained herein, may be modified or amended, as to the whole of the Property or any part thereof with a written consent of the Owners of seventy-five percent (75%) of the Lots subject to this Declaration. Notwithstanding the foregoing, (i) any amendment to or termination of the provisions of Article 5 shall require the written consent of Declarant; and (ii) until the Effective Date of the Relinquishment Declaration, the provisions of Article 4, hereof, shall inure to the benefit of and be enforceable solely by Declarant, shall be capable of being amended by Declarant without the consent of any other Owners, person or entity and shall not give any third party any right or cause of action on account of the terms of this Declaration, and further provided that no amendment which enlarges or diminishes the powers and responsibilities of the Declarant shall be effective without the written consent of the Declarant. Any amendment, deletion, or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

## ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1 Covenants Run with the Land. This Declaration shall run with the land and shall be binding upon and inure to the benefit of the Declarant and the Owners of the Property and their respective successors and assigns.

10.2 Regulatory Amendments. Notwithstanding the provisions of Article 8 and 9 above, Declarant shall have the right to amend this Declaration in order to comply with the requirements of any applicable statute, ordinance, or regulation or of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United

States, the Federal National Mortgage Association, the government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon which insures, guarantees or provides financing.

10.3 Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest.

10.4 Lessees and Other Invitees. Lessees, invitees, contractors, family members, and other persons, excluding the general public, entering NorthWest Crossing under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement, or enjoyment of such Owner's Lot and other areas within NorthWest Crossing. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

10.5 Nonwaiver. Failure by the Declarant, the Architectural Review Committee or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.6 Construction; Severability. This Declaration and all declarations annexing property to NorthWest Crossing shall be liberally construed as one document to accomplish the purposes stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration and all declarations annexing property to NorthWest Crossing shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

10.7 Number and Captions. As used herein, the singular shall include the plural and the plural the singular, and the neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

10.8 Notices and Other Documents. All notices and other communications under this Declaration shall be in writing and shall be deemed to have been given on the day of delivery when delivered by personal service and to have been given three business days after delivery to the United States mail, addressed to the party to which such notice is directed at its address determined as provided in this section.

(a) Addresses. All notices and other communications under this Declaration shall be given to the parties hereto at the following addressed:

(i) If to an Owner, then to the last address for such Owner as show in the tax records of Deschutes County.

(ii) If to Declarant:

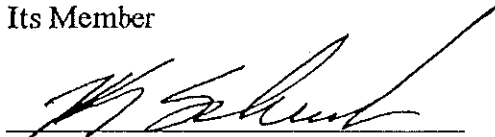
West Bend Property Company LLC  
296 SW Columbia Street, Suite A  
Bend, Oregon 97702

(b) Change of Address. Any party hereto may change the address to which notices shall be directed by giving notice of such change delivered as provided herein.

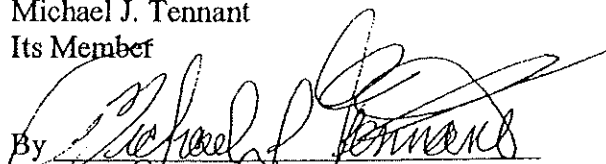
IN WITNESS WHEREOF, Declarant has executed this Declaration the date first above written.

WEST BEND PROPERTY COMPANY LLC

By Brooks Resources Corporation  
Its Member

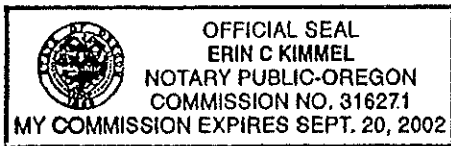
  
Kirk Schueler  
President

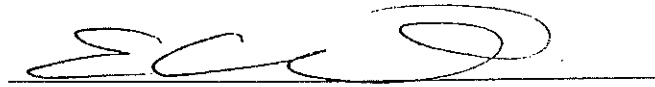
Michael J. Tennant  
Its Member

By   
Michael J. Tennant  
Member

STATE OF OREGON            )  
                                          ) ss  
COUNTY OF DESCHUTES )

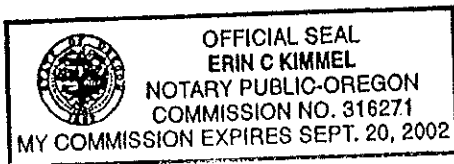
The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of December, 2001, by Kirk E. Schueler, who is President of Brooks Resources Corporation, member of West Bend Property Company LLC on behalf of the Company.

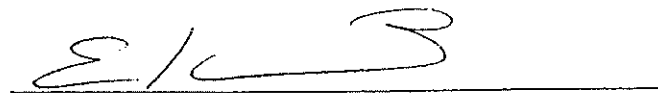


  
Notary Public for Oregon  
My Commission Expires: 9/20/02

STATE OF OREGON            )  
                                          ) ss  
COUNTY OF DESCHUTES )

The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of December, 2001, by and Michael J. Tennant, member of West Bend Property Company LLC on behalf of the Company.



  
Notary Public for Oregon  
My Commission Expires: 9/20/02

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EXHIBIT "A"

**Northwest Crossing  
Legal Description**

A parcel of land located in Section 36, Township 17 South, Range 11 East, and Section 31, Township 17 South, Range 12 East, Willamette Meridian, City of Bend, Deschutes County, Oregon, being a portion of that parcel of land described in warranty deed to West Bend Property Company, LLC, recorded March 19, 1999, in Volume 1999, Page 13784, Deschutes County Official Records, being more particularly described as follows:

All of that property described in said deed to West Bend Property Company, LLC, recorded March 19, 1999.

Excepting therefrom: Mt. Washington Drive and N.W. High Lakes Loop (local street) as described in dedication warranty deed to the City of Bend, recorded July 15, 1999 in Volume 1999, Page 34649, Deschutes County Official Records.

Also excepting therefrom: that parcel of land described in warranty deeds to Bend-La Pine Administrative School District No. 1, recorded December 7, 1999 in Volume 1999, page 57995, Deschutes County Official Records.

Also excepting therefrom: that parcel of land described in warranty deeds to Bend-La Pine Administrative School District No. 1, recorded July 7, 1999 in Volume 1999, page 33428, Deschutes County Official Records.

Also excepting therefrom: that parcel of land described in warranty deeds to Bend-La Pine Administrative School District No. 1, recorded March 1, 2000 in Volume 2000, page 8027, Deschutes County Official Records.

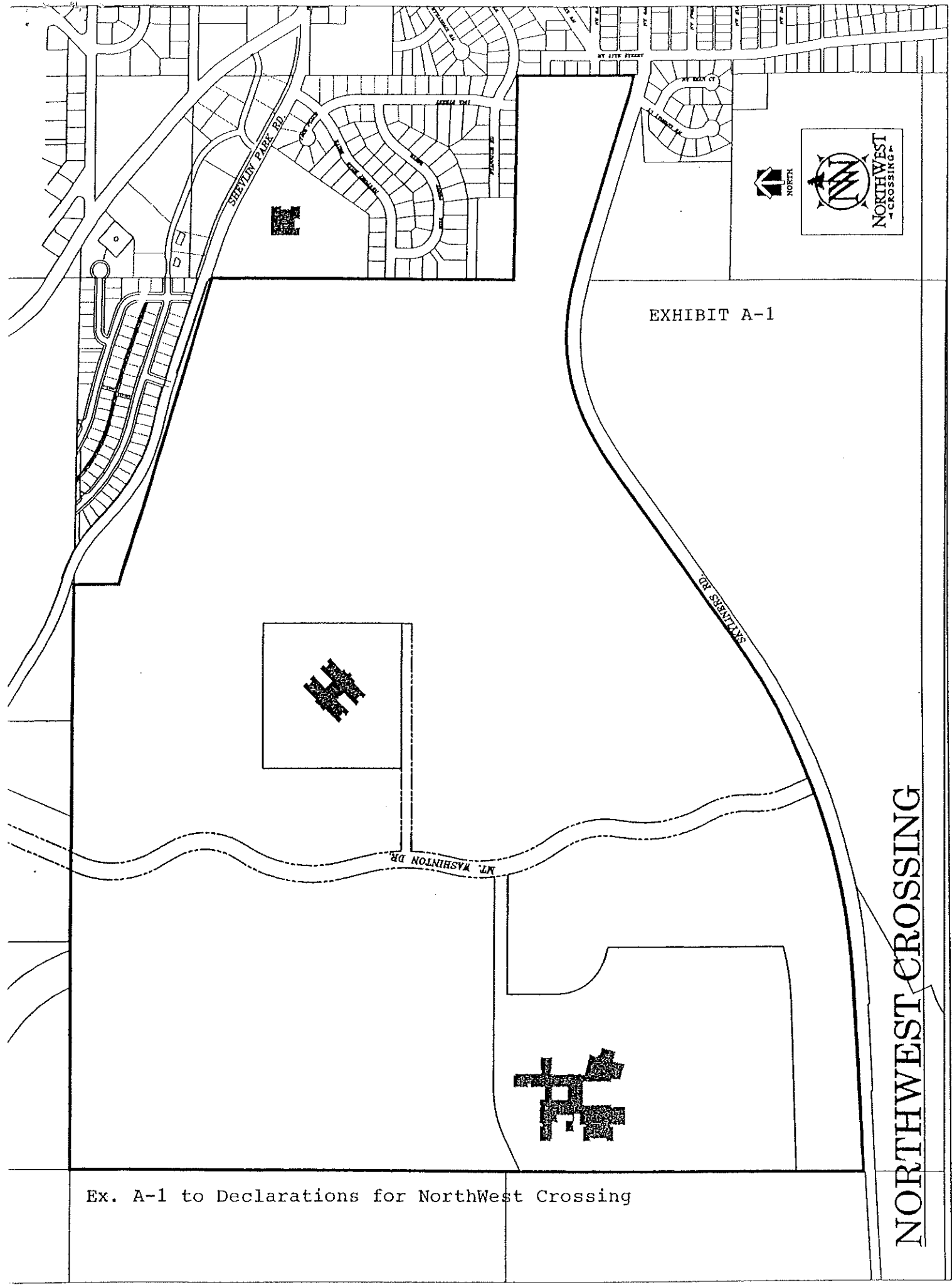
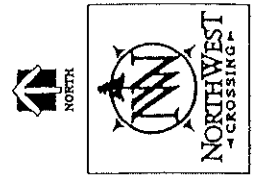


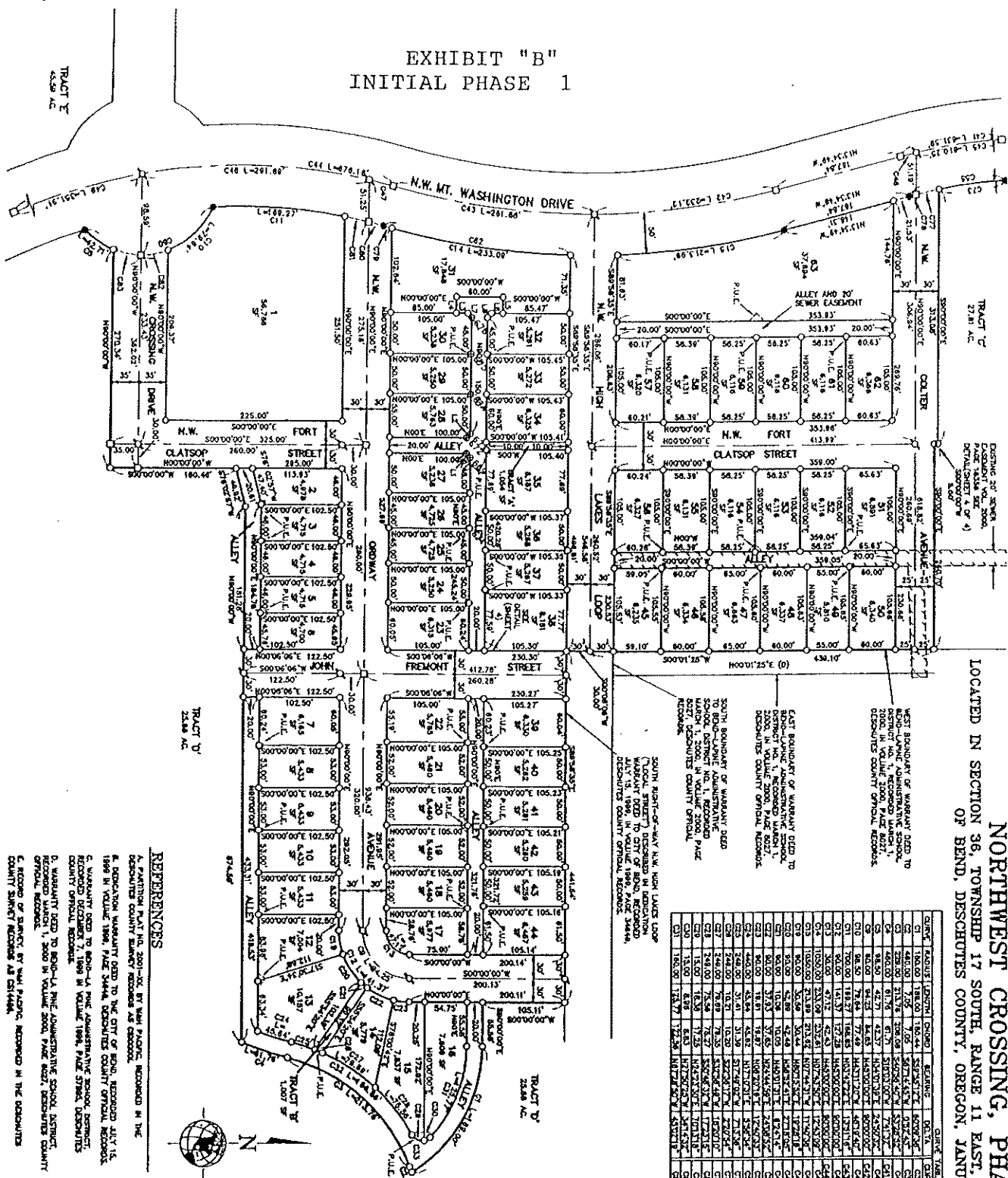
EXHIBIT A-1



NORTHWEST CROSSING

Ex. A-1 to Declarations for Northwest Crossing

# EXHIBIT "B" INITIAL PHASE 1



NORTHWEST CROSSING, PHASE 1  
 LOCATED IN SECTION 36, TOWNSHIP 17 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, CITY  
 OF BEND, DESCHUTES COUNTY, OREGON, JANUARY, 2002

GRID	BEARING	LENGTH	GRID	BEARING	LENGTH
C1	180.00	180.00	E1	90.00	180.00
C2	180.00	180.00	E2	90.00	180.00
C3	180.00	180.00	E3	90.00	180.00
C4	180.00	180.00	E4	90.00	180.00
C5	180.00	180.00	E5	90.00	180.00
C6	180.00	180.00	E6	90.00	180.00
C7	180.00	180.00	E7	90.00	180.00
C8	180.00	180.00	E8	90.00	180.00
C9	180.00	180.00	E9	90.00	180.00
C10	180.00	180.00	E10	90.00	180.00
C11	180.00	180.00	E11	90.00	180.00
C12	180.00	180.00	E12	90.00	180.00
C13	180.00	180.00	E13	90.00	180.00
C14	180.00	180.00	E14	90.00	180.00
C15	180.00	180.00	E15	90.00	180.00
C16	180.00	180.00	E16	90.00	180.00
C17	180.00	180.00	E17	90.00	180.00
C18	180.00	180.00	E18	90.00	180.00
C19	180.00	180.00	E19	90.00	180.00
C20	180.00	180.00	E20	90.00	180.00
C21	180.00	180.00	E21	90.00	180.00
C22	180.00	180.00	E22	90.00	180.00
C23	180.00	180.00	E23	90.00	180.00
C24	180.00	180.00	E24	90.00	180.00
C25	180.00	180.00	E25	90.00	180.00
C26	180.00	180.00	E26	90.00	180.00
C27	180.00	180.00	E27	90.00	180.00
C28	180.00	180.00	E28	90.00	180.00
C29	180.00	180.00	E29	90.00	180.00
C30	180.00	180.00	E30	90.00	180.00
C31	180.00	180.00	E31	90.00	180.00
C32	180.00	180.00	E32	90.00	180.00
C33	180.00	180.00	E33	90.00	180.00
C34	180.00	180.00	E34	90.00	180.00
C35	180.00	180.00	E35	90.00	180.00
C36	180.00	180.00	E36	90.00	180.00
C37	180.00	180.00	E37	90.00	180.00
C38	180.00	180.00	E38	90.00	180.00
C39	180.00	180.00	E39	90.00	180.00
C40	180.00	180.00	E40	90.00	180.00
C41	180.00	180.00	E41	90.00	180.00
C42	180.00	180.00	E42	90.00	180.00
C43	180.00	180.00	E43	90.00	180.00
C44	180.00	180.00	E44	90.00	180.00
C45	180.00	180.00	E45	90.00	180.00
C46	180.00	180.00	E46	90.00	180.00
C47	180.00	180.00	E47	90.00	180.00
C48	180.00	180.00	E48	90.00	180.00
C49	180.00	180.00	E49	90.00	180.00
C50	180.00	180.00	E50	90.00	180.00
C51	180.00	180.00	E51	90.00	180.00
C52	180.00	180.00	E52	90.00	180.00
C53	180.00	180.00	E53	90.00	180.00
C54	180.00	180.00	E54	90.00	180.00
C55	180.00	180.00	E55	90.00	180.00
C56	180.00	180.00	E56	90.00	180.00
C57	180.00	180.00	E57	90.00	180.00
C58	180.00	180.00	E58	90.00	180.00
C59	180.00	180.00	E59	90.00	180.00
C60	180.00	180.00	E60	90.00	180.00
C61	180.00	180.00	E61	90.00	180.00
C62	180.00	180.00	E62	90.00	180.00
C63	180.00	180.00	E63	90.00	180.00
C64	180.00	180.00	E64	90.00	180.00
C65	180.00	180.00	E65	90.00	180.00
C66	180.00	180.00	E66	90.00	180.00
C67	180.00	180.00	E67	90.00	180.00
C68	180.00	180.00	E68	90.00	180.00
C69	180.00	180.00	E69	90.00	180.00
C70	180.00	180.00	E70	90.00	180.00
C71	180.00	180.00	E71	90.00	180.00
C72	180.00	180.00	E72	90.00	180.00
C73	180.00	180.00	E73	90.00	180.00
C74	180.00	180.00	E74	90.00	180.00
C75	180.00	180.00	E75	90.00	180.00
C76	180.00	180.00	E76	90.00	180.00
C77	180.00	180.00	E77	90.00	180.00
C78	180.00	180.00	E78	90.00	180.00
C79	180.00	180.00	E79	90.00	180.00
C80	180.00	180.00	E80	90.00	180.00
C81	180.00	180.00	E81	90.00	180.00
C82	180.00	180.00	E82	90.00	180.00
C83	180.00	180.00	E83	90.00	180.00
C84	180.00	180.00	E84	90.00	180.00
C85	180.00	180.00	E85	90.00	180.00
C86	180.00	180.00	E86	90.00	180.00
C87	180.00	180.00	E87	90.00	180.00
C88	180.00	180.00	E88	90.00	180.00
C89	180.00	180.00	E89	90.00	180.00
C90	180.00	180.00	E90	90.00	180.00
C91	180.00	180.00	E91	90.00	180.00
C92	180.00	180.00	E92	90.00	180.00
C93	180.00	180.00	E93	90.00	180.00
C94	180.00	180.00	E94	90.00	180.00
C95	180.00	180.00	E95	90.00	180.00
C96	180.00	180.00	E96	90.00	180.00
C97	180.00	180.00	E97	90.00	180.00
C98	180.00	180.00	E98	90.00	180.00
C99	180.00	180.00	E99	90.00	180.00
C100	180.00	180.00	E100	90.00	180.00

- REFERENCES**
- A. PLAT NO. 200-200, BY WAH PACIFIC RECORDED IN THE DESCHUTES COUNTY SHERIFF'S OFFICE RECORDS.
  - B. DEPARTMENT OF TRANSPORTATION, STATE OF OREGON, RECORDS.
  - C. VARIETY DEED TO BEND, THE ADMINISTRATIVE SCHOOL DISTRICT, RECORDS.
  - D. VARIETY DEED TO BEND, THE ADMINISTRATIVE SCHOOL DISTRICT, RECORDS.
  - E. VARIETY DEED TO BEND, THE ADMINISTRATIVE SCHOOL DISTRICT, RECORDS.
  - F. VARIETY DEED TO BEND, THE ADMINISTRATIVE SCHOOL DISTRICT, RECORDS.
  - G. RECORD OF SURVEY, BY WAH PACIFIC, RECORDED IN THE DESCHUTES COUNTY SHERIFF'S OFFICE RECORDS AS 14444.

**WAH PACIFIC**  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 JOHN A. MCCOY  
 EXPIRES 12-31-02

**SCALE**  
 1" = 80' (FEET)  
 SHEET 8 OF 4

**LEGEND**

- FOUND 5/8" IRON ROD WITH PLASTIC CAP
- MADE BY WAH PACIFIC UNLESS OTHERWISE NOTED
- SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP
- SET 5/8" IRON ROD WITH ALUMINUM CAP
- MADE BY WAH PACIFIC
- RECORD INFORMATION FOR CITED REFERENCE
- NO MONUMENT FOUND OR SET
- FILE PUBLIC UTILITY CUMENT (SEE SHEET 4 OF 4)

**LOT SUMMARY**

LOT 1	10.77 ACRES
LOT 2	4.14 ACRES
LOT 3	1.84 ACRES
LOT 4	1.32 ACRES
LOT 5	1.32 ACRES
LOT 6	1.32 ACRES
LOT 7	1.32 ACRES
LOT 8	1.32 ACRES
LOT 9	1.32 ACRES
LOT 10	1.32 ACRES
LOT 11	1.32 ACRES
LOT 12	1.32 ACRES
LOT 13	1.32 ACRES
LOT 14	1.32 ACRES
LOT 15	1.32 ACRES
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LOT 28	1.32 ACRES
LOT 29	1.32 ACRES
LOT 30	1.32 ACRES
LOT 31	1.32 ACRES
LOT 32	1.32 ACRES
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LOT 44	1.32 ACRES
LOT 45	1.32 ACRES
LOT 46	1.32 ACRES
LOT 47	1.32 ACRES
LOT 48	1.32 ACRES
LOT 49	1.32 ACRES
LOT 50	1.32 ACRES
LOT 51	1.32 ACRES
LOT 52	1.32 ACRES
LOT 53	1.32 ACRES
LOT 54	1.32 ACRES
LOT 55	1.32 ACRES
LOT 56	1.32 ACRES
LOT 57	1.32 ACRES
LOT 58	1.32 ACRES
LOT 59	1.32 ACRES
LOT 60	1.32 ACRES
LOT 61	1.32 ACRES
LOT 62	1.32 ACRES
LOT 63	1.32 ACRES
LOT 64	1.32 ACRES
LOT 65	1.32 ACRES
LOT 66	1.32 ACRES
LOT 67	1.32 ACRES
LOT 68	1.32 ACRES
LOT 69	1.32 ACRES
LOT 70	1.32 ACRES
LOT 71	1.32 ACRES
LOT 72	1.32 ACRES
LOT 73	1.32 ACRES
LOT 74	1.32 ACRES
LOT 75	1.32 ACRES
LOT 76	1.32 ACRES
LOT 77	1.32 ACRES
LOT 78	1.32 ACRES
LOT 79	1.32 ACRES
LOT 80	1.32 ACRES
LOT 81	1.32 ACRES
LOT 82	1.32 ACRES
LOT 83	1.32 ACRES
LOT 84	1.32 ACRES
LOT 85	1.32 ACRES
LOT 86	1.32 ACRES
LOT 87	1.32 ACRES
LOT 88	1.32 ACRES
LOT 89	1.32 ACRES
LOT 90	1.32 ACRES
LOT 91	1.32 ACRES
LOT 92	1.32 ACRES
LOT 93	1.32 ACRES
LOT 94	1.32 ACRES
LOT 95	1.32 ACRES
LOT 96	1.32 ACRES
LOT 97	1.32 ACRES
LOT 98	1.32 ACRES
LOT 99	1.32 ACRES
LOT 100	1.32 ACRES