

AFTER RECORDING RETURN TO:

David M. Roth
Heltzel Williams PC
P.O. Box 1048
Salem, OR 97308

REEL 3963 PAGE 480
MARION COUNTY
BILL BURGESS, COUNTY CLERK
06-28-2017 02:35 pm.
Control Number 465109 \$ 136.00
Instrument 2017 00033547

COPY

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR
CRAWFORD CROSSING LAKE AND PARK
MARION COUNTY, OREGON**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CRAWFORD CROSSING LAKE AND PARK, MARION COUNTY, OREGON ("Declaration") is made by Crawford Crossing, LLC, an Oregon limited liability company ("Declarant").

RECITALS

Declarant is the owner of all the real property and improvements thereon located in Marion County, Oregon, described on Exhibit "A," attached hereto and incorporated herein (the "Property"). The Property includes the Park (Lot 1, described on Exhibit "B") and the Lake (Lot 2, described on Exhibit "C").

Declarant desires to impose these mutually beneficial covenants, conditions, restrictions, easements, assessments, and liens, under a comprehensive general plan of improvement and development.

NOW THEREFORE, Declarant declares that Lot 1 (the Park) and Lot 2 (the Lake) shall be held, transferred, sold, conveyed, occupied, and used subject to the following covenants, conditions, restrictions, easements, charges, and liens, which shall run with the land, and which

shall be binding on all parties having or acquiring any right, title, or interest in Lot 1 and Lot 2, or any part thereof.

ARTICLE 1 DEFINITIONS

1.1 *Association* shall mean and refer to Crawford Crossing Homeowners' Association, its successors and assigns.

1.2 *Declaration* shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration.

1.3 *Declarant* shall mean and refer to Crawford Crossing, LLC, an Oregon limited liability company, and its successors or assigns.

1.4 *General Plan of Development* shall mean Declarant's general plan of development for the Crawford Crossing Subdivision, as amended from time to time.

1.5 *Lakefront Home* shall mean and refer to any portion of a structure situated on a Lot that is directly adjacent to the Lake and designed and intended for use and occupancy as a residence by a single family or household.

1.6 *Joint-Committee* shall mean and refer to the decision making body comprised of four (4) members chosen by the Declarant and by the owner of Lot 1 and Lot 2, and further described in Section 6 of this Declaration.

1.7 *Lot 1 or Park* shall mean the area described as Lot 1 on the Plat, and such terms may be used interchangeably in this Declaration.

1.8 *Lot 2 or Lake* shall mean the area described as Lot 2 on the Plat, and such terms may be used interchangeably in this Declaration.

1.9 *Lot 3* shall mean the area described as Lot 3 on the Plat.

1.10 *Occupant* shall mean and refer to the occupant of a Lakefront Home, whether such person is an Owner, a lessee, or any other person authorized by the Owner to occupy the Lakefront Home.

1.11 *Owner* shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot (including a purchaser in possession of a lot under a land sale contract) located in the subdivision commonly known as Crawford Crossing Subdivision.

1.12 *Plat* shall mean and refer to the Plat of Crawford Crossing Subdivision recorded in the Plat Records of Marion County, Oregon, at Book H47, Pages 95, on

June 28, 2017

1.13 *Property* shall have the meaning attributed to such term in the Recitals of this Declaration, but shall not include Lot 3.

1.14 *Rules and Regulations* shall mean and refer to the documents containing rules and regulations and policies included with this Declaration, as may be further adopted or amended by the Joint-Committee from time to time.

1.15 *Subdivision* shall mean the Crawford Crossing Subdivision established by the Plat.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

The property subject to this Declaration shall be Lot 1 and Lot 2, which hereafter shall be held, transferred, sold, conveyed, occupied, and used subject to this Declaration. Declarant does not intend to build any improvements on Lot 1 or Lot 2 except as expressly provided in this Declaration or as delineated on the Plat.

ARTICLE 3

OWNERSHIP, EASEMENTS, AND PROVISIONS APPLICABLE TO LOT 1 AND LOT 2.

3.1 Ownership, Transferability. The Declarant may convey fee title ownership of Lot 1 and Lot 2 at its discretion. No portion of Lot 1 or Lot 2 shall be further conveyed by a subsequent owner without the prior written consent of the Joint-Committee. Ownership of Lot 1 and Lot 2 are subject to the easements granted and reserved in this Declaration. Each of the easements granted or reserved herein shall be deemed to be established upon the recordation of this Declaration and shall be deemed to be covenants running with the land for the use and benefit of the parties specifically identified herein..

3.2 Easements. Declarant reserves an easement over, under, and across Lot 1 (beginning at or near Holly Street and running along the Southeast side of Lot 2 to the Crawford Crossing development) in order to construct the required fire access and public water main in substantial conformance with the General Plan of Development. The deed(s) to Lot 1 and Lot 2 may, but shall not be required to, set forth the easements specified in this Article.

3.3 Signage. Declarant and the owner of Lot 1 and Lot 2 shall work together to establish appropriate naming conventions and standards for signage on Lot 1 and Lot 2, so that the style of signage on Lot 1 and Lot 2 is consistent with signage in the Subdivision.

3.4 Storm Water Treatment. Any development of Lot 1 that proposes to discharge storm water into Lot 2 must provide for water treatment, at a minimum, to meet the City of Salem's Storm Water Standards and all other applicable rules and regulations regarding the discharge of storm water. Any storm water treatment facilities constructed by Declarant on the Property may be used to drain Lot 1 improvements, provided however, that such use does not negatively impact the proper functioning of such storm water treatment facilities. Any necessary upgrades to such storm water treatment facilities due to the drainage of Lot 1 improvements shall be made at the sole cost and expense of the Lot 1 owner.

3.5 Nuisance.. All activity on Lot 1 and Lot 2 is subject to Turner Revised Code Sections 2.13.00 through 2.13.09, "City Park Administration and Rules," and Title 5, "Public Protection," governing littering, noise and nuisance issues, to protect Owners and Occupants enjoyment of their property.

3.6 Rubbish and Trash. No part of Lot 1 or Lot 2 shall be used as a dumping ground for trash, rubbish, yard rakings, dirt, or similar materials of any kind. All garbage and other waste shall be kept in appropriate containers for proper disposal and out of public view.

ARTICLE 4

Lot 1

4.1 Use of Lot 1. Use of Lot 1 is subject to the provisions of this Declaration and the Plat. Lot 1 shall be used only as a public park and recreational area or as open space by the public, generally. No act or thing that may tend to cause injury to Lot 1 or that may interfere with the use of Lot 1 by the public is permitted. Any other proposed use of Lot 1 must be approved the Joint-Committee.

4.1.1 East Portion of Lot 1. Use of the east portion of Lot 1, designated as the "Passive Area" on the attached Exhibit "D" (the "Passive Use Area"), is restricted to passive activities unless otherwise approved by the Joint-Committee. Examples of acceptable passive activities include: hiking, biking, athletic and interpretive trails, benches, canopies and gazebos. Examples of unacceptable activities that are not considered passive include but are not limited to: music or theatrical performances, dog/animal parks, off-road vehicle trails, avionics (drone or otherwise), golf, and disc golf.

4.1.2 Tree-Cutting Restrictions. , Unless approved by the Joint Committee or unless a tree is diseased or poses an immediate danger to persons or property, tree removal will be restricted to the reasonable development of passive use recreation in the treed portion of Lot 1.

4.1.3 Buffer Zones. No improvements may be constructed or installed on, or any use otherwise be made of, Lot 1 within one-hundred (100) feet of any residential area as shown on Exhibit "D" ("Buffer Zones"), without prior authorization and approval of the Joint-Committee.

4.1.4 Lighting. No artificial lighting, electrified or otherwise, may be constructed or installed in the Buffer Zones without prior authorization and approval of the Joint-Committee. Any lighting constructed or installed in Lot 1 (outside of the Buffer Zones) shall be restricted to illuminating the ground surface immediately surrounding the source of the light. Such lighting shall not illuminate or otherwise cause artificial light to reflect off the Lake.

4.1.5 Improvements and Development. The owner of Lot 1 shall not build or permit the construction of any improvements in Lot 1 other than those identified in this Declaration without prior approval from the Joint-Committee. The owner of Lot 1 may build or permit the construction of the following improvements on those portions of Lot 1 designated on the attached Exhibit "D" as the "Active Area," without prior approval: public restrooms, concessions, equipment storage, picnic shelters, automobile parking, and (except as otherwise prohibited in this Declaration) other reasonable and necessary park amenities. The owner of Lot 1 may build or permit the construction of signage, fencing and improvements for public safety and health without prior approval from the Joint-Committee.

4.1.6 Hours. Use of Lot 1 by the public shall be limited to the hours from sunrise to sunset, unless otherwise approved by the Joint-Committee. The use limitation contained in this Section 4.1.6 shall not apply to the owner of Lot 1, public utility

companies, or other government actors responding to an emergency or other public safety concern.

4.1.7 Dogs. Except in designated off-leash areas, all dogs must remain leashed at all times and may not run at large on or across Lot 1. The owner of Lot 1 shall place dog waste stations with signage directing dog owners to remove their dog waste at appropriate intervals.

4.2 Maintenance of the Park. The owner of Lot 1 shall be solely responsible for maintenance, repair, replacement, and upkeep of Lot 1 and all improvements thereon in a clean and attractive condition, in good repair, and in such fashion as not to create a fire or health hazard, except where such maintenance is provided by another government agency or utility company. The owner of Lot 1 shall repair any damage to improvements on Lot 1 (regardless of the cause) within a reasonable period of time, and shall mow and trim grass on Lot 1. Other than in a designated wetland areas, in no event shall the owner of Lot 1 allow grass to grow taller than 8 inches in height.

4.3 Lot 1 Rules and Regulations. The use of Lot 1 shall at all times be subject to this Declaration, the Plat, and the City of Turner Park Administration and Rules, and Turner Revised Code Sections 2.13.00 through 2.13.09, as amended from time to time.

4.4 Ordinances and Regulations. The standards and restrictions set forth in this Article 4 shall be the minimum required. To the extent that local governmental ordinances and regulations are more restrictive or provide for a higher or different standard, such local governmental ordinances and regulations shall control.

4.5 No Special Assessment District. Without prior approval of the Declarant, the owner of Lot 1 shall not form a Special Assessment District or otherwise levy any assessment or tax to raise funds to operate and/or maintain the Park where such District or levy only assesses the Owners.

ARTICLE 5

Lot 2

5.1 Ownership of Water. The owner of Lot 2 shall have all rights of appropriation and use of the water on Lot 2, subject to applicable laws and regulations which may impact such rights, including but not limited to the rules and regulations of the Oregon Water Resources Department.

5.2 Recreational Public Use. Use of Lot 2 is subject to the provisions of this Declaration and the Plat. Lot 2 shall only be used for recreational purposes. Except as approved by the Joint-Committee in its sole discretion, no trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on Lot 2.

5.2.1 Crawford Lake Rules. Use of Lot 2 is subject to the provisions of this Declaration, the Plat, and the Crawford Lake Rules and Regulations attached hereto as Exhibit "E" ("Lake Rules and Regulations"), or such rules and regulations as are later approved and adopted by the Joint-Committee. In the event there is a conflict between the Lake Rules and Regulations and the Turner Revised Code Sections 2.13.00 through 2.13.09, "City Park Administration and Rules," and Title 5, "Public Protection," governing littering, noise and

nuisance issues, to protect Owners and Occupants enjoyment of their property, the more restrictive rule shall apply.

5.2.2 Hours. Use of Lot 2 by the public shall be limited to the hours from sunrise to sunset, unless otherwise approved by the Joint-Committee. The use limitation contained in this Section 5.2.2 shall not apply to the owner of Lot 2, public utility companies, or other government actors responding to an emergency or other public safety concern.

5.3 Removal of Vegetation. The Declarant shall have the right to remove any vegetation from the bank of the Lake where such bank borders a Lakefront Home or borders Lot 3 and any common or private use area so long as any removal of vegetation is in accordance and compliance with all applicable Wetland Permits and all other governmental requirements and procedures.

5.4 Maintenance of Lot 2. The owner of Lot 2 shall be solely responsible for the maintenance, repair, replacement, and upkeep of Lot 2 and all improvements thereon, in a clean and attractive condition, in good repair, and in such fashion as not to create a hazard (health or otherwise), and shall repair any damage to improvements on Lot 2 (regardless of the cause) within a reasonable period of time.

5.5 Lake Overflow and Storm Water. The Declarant grants the owner of Lot 2 a nonexclusive easement for operation and maintenance of the Lake overflow structure and piping, to be located in the Northwest corner of Lot 2. No storm water from sources off the Property may be allowed to drain or discharge onto Lot 2 except those approved in the General Plan of Development or the Plat. Lot 2 shall not be used for storm water management other than as specifically required by the General Plan of Development or the Plat.

5.6 Docks and Other Improvements on Lot 2. No structures or improvements of any kind, whether permanent or temporary, may be constructed or placed on or in Lot 2 except as provided in this Declaration.

5.6.1 Crawford Crossing Boat Ramp. Declarant reserves for itself an easement to construct, maintain and use a boat ramp, to be located on the North side of Lot 2.

5.6.2 Docks for Lake Front Homes. Declarant hereby grants the Owner of each Lakefront Home an easement to construct, maintain and use a maximum of one (1) dock structure, built to Declarant approved specifications, extending from each Owner's property onto Lot 2, provided however, that the use of these easements may not be exercised without the prior approval of the Declarant. In no event may a dock structure for a Lake Front Home extend beyond thirty (30) feet into Lot 2.

5.6.3 Docks for Lot 3. Declarant hereby grants the owner of Lot 3 an easement to construct, maintain and use a maximum of two (2) dock structures extending from Lot 3 onto Lot 2, in locations to be determined by the owner of Lot 3. In no event may a dock structure for Lot 3 extend beyond thirty (30) feet into Lot 2.

5.6.4 Docks and Lake Access for Lot 1. Declarant hereby grants the owner of Lot 1, the allowance to construct, maintain and use one (1) boat ramp on the Southwest

side of Lot 2, two (2) docks on the Southwest end of Lot 2, and a constructed beach access area on the Southwest side of Lot 2 not to exceed three-hundred (300) feet in length (collectively the "Lot 1 Lake Improvements"). In no event may a Lot 1 Lake Improvement extend beyond thirty (30) feet into Lot 2. In no event may a Lot 1 Lake Improvement be placed within two-hundred (200) feet of Lot 3.

5.6.5 Additional Docks and Improvements. Additional easements to construct, maintain and use docks and other improvements on or across Lot 2 may be granted by the Joint-Committee.

5.7 No Illumination on Lot 2. The owner of Lot 2 shall not illuminate it or otherwise cause artificial light to reflect off the Lake, whether electrified or otherwise, without the prior approval and authorization of the Joint-Committee.

5.8 Lot 2- East Side. No improvements may be made on the East side of Lot 2 without the approval of the Joint-Committee.

5.9 Lot 2 Rules and Regulations, Enforcement. The use of Lot 2 shall at all times be subject to the Lake Rules and Regulations. Any amendments to the Lake Rules and Regulations must be approved by the Joint-Committee. The owner of Lot 2 shall at all times cause the then current Lake Rules and Regulations to be prominently displayed at or near all Lot 1 improvements and all entrances to Lot 1. The owner of Lot 2 shall establish penalties consistent with the Turner Revised Code for noncompliance with the Lake Rules and Regulations and shall enforce such penalties for all noncompliance and violations. The Declarant may levy additional fines on Owners or Occupants of the residential property who do not comply with the Lake Rules and Regulations.

5.10 Ordinances and Regulations. The standards and restrictions set forth in this Article 5 shall be the minimum required. To the extent that local governmental ordinances and regulations are more restrictive or provide for a higher or different standard, such local governmental ordinances and regulations shall control.

5.11 No Special Assessment District. Without prior approval of the Declarant, the owner of Lot 2 shall not form a Special Assessment District or otherwise levy any assessment or tax to raise funds to operate and/or maintain the Lake where such District or levy only assesses the Owners.

ARTICLE 6

THE JOINT COMMITTEE

6.1 Joint Committee. Declarant hereby grants decision making and administrative control over the use of Lot 1 and Lot 2, and those items specifically identified in this Declaration, to the Joint-Committee described in this Article 6. This Declaration as well as the Lake Rules and Regulations may only be amended by the Joint-Committee, and only in the manner provided in this Article 6.

6.2 Committee Members. The Joint-Committee shall consist of no less and no more than four individuals ("Committee Members"). The owner of Lot 1 and Lot 2 shall appoint two Committee Members, one of whom must be a member of the City of Turner's City Council, and one of whom must be a private citizen who is not employed by the City of Turner, and may

establish such procedures for appointing its two Committee Members as it deems appropriate. The other two Committee Members shall be appointed by the Declarant in such a manner as it deems appropriate, in its sole discretion. The City of Turner and the Declarant shall keep a written roster of the current Committee Members. The term of each Committee Member shall be determined by the party making the appointment, but in no event may the term of any Committee Member run beyond four (4) consecutive years. A Committee Member's position shall be deemed vacant if a Committee Member fails, without a valid excuse, to attend two or more meetings of the Joint Committee in the same calendar year.

6.3 Regular and Special Joint-Committee Meetings. The Joint-Committee shall hold a regular meeting in December of each year to review the current rules and regulations relating to the Park and Lake, to discuss amendments or revisions to rules and regulations which may be necessary, and to conduct other general business brought before the Joint-Committee. The regular meeting shall be held at a time and place that all Committee Members are able to, and do, attend. Any Committee Member may call a special meeting of the Joint-Committee by providing the other Committee Members with actual notice no less than 15 business days prior to the time set for the special meeting. Any such notice must also contain a description of the matters to be discussed at the special meeting. A Committee Member may participate in and vote at any meeting by telephone.

6.4 Voting Rights and Procedure at Joint-Committee Meetings. Committee Members shall be entitled to one vote with respect to any matter on which the Joint-Committee is entitled to vote. A quorum of the Joint-Committee shall consist of all four Committee Members, and no matter may be voted on by the Joint-Committee unless a quorum is present. A Committee Member participating in a meeting by telephone shall be deemed to be present at the meeting for quorum purposes. Any vote or action taken by the Joint Committee, including but not limited to amending this Declaration or amending the Lake Rules and Regulations, shall require an affirmative vote from three (3) of the four (4) Committee Members. All meetings of the Joint-Committee shall be conducted with such rules of order as may from time to time be adopted by the Joint-Committee. Notwithstanding which rule of order is adopted, a tie vote does not constitute a majority, affirmative vote, or approval of any action.

6.5 Records. The Committee Members shall preserve and maintain minutes of the meetings of the Joint-Committee. The minutes of the Joint-Committee shall be maintained in the City of Turner and reasonably available for review and copying. The Joint-Committee shall cause to be recorded and published any amendments to the Lake Rules and Regulations.

6.6 Indemnification and Insurance.

6.6.1 Indemnification of Declarant. The owner of Lot 1 and Lot 2 shall indemnify, defend, and hold Declarant, its successors, and assigns and City Joint - Committee appointees harmless from and against any and all claims, liabilities, obligations, costs, fines, penalties and expenses, including reasonable attorney fees (collectively "Damages") to the extent such Damages arise out of or in any manner relate to Lot 1 or Lot 2.

6.6.2 Insurance. The owner of Lot 1 and Lot 2 shall procure a contract or contracts for, and keep in full force and effect at all times during its ownership, policies

of insurance that are commercially available and of the type, extent, amount and scope of coverage that is consistent with the sound management of Lot 1 and Lot 2, insuring the owner and the Declarant against all risks and loss customarily insured against for similar properties with similar uses. Without limiting the generality of the forgoing, such contract or contracts shall include but not be limited to:

6.6.2.1 Policies of General Liability and Property Damage Insurance to cover liability, physical loss or damage to Lot 1 and Lot 2 equal to City insurance coverage to all other parks and property.

ARTICLE 7 GENERAL PROVISIONS

7.1 Enforcement; Attorney Fees. The Joint-Committee 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. Failure by the Joint-Committee 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 commenced to enforce the terms and provisions of this Declaration, the prevailing party shall be entitled to its actual administrative costs incurred because of a matter or event that is the subject of the suit or action, attorney 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 attorney fees, to be set by the appellate court. In addition, the Joint-Committee shall be entitled to its reasonable attorney fees and costs incurred in any enforcement activity or to collect delinquent fines whether or not suit or action is filed.

7.2 Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

7.3 Amendment. Except as otherwise provided herein, this Declaration may be amended at any time by an instrument approved by the Joint-Committee. Any amendment must be executed, recorded, and certified as provided by law; provided, however, that no amendment of this Declaration affecting the general plan of development or any other right of Declarant herein contained may be effected without the express written consent of Declarant or its successors and assigns.

7.4 Savings Clause. Any matter not provided for or contemplated by this Declaration relating to the use, maintenance, and operation of Lot 1 or Lot 2 may be adopted, approved, or enacted by the Joint-Committee as provided in Section 6.

7.5 Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing Lot 1 or Lot 2, such conflict shall be resolved by looking to the following documents in the order shown below:

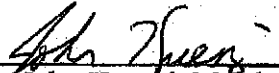
1. Plat;
2. This Declaration;
3. Lake Rules and Regulations.


DATED this 15 day of June, 2017.

CRAWFORD CROSSING, LLC

By: 
Kerry Kuenzi, Member

By: 
Eric Kuenzi, Member

By: 
John Kuenzi, Member

By: 
Rich Fry, Member

[acknowledgments follow on next page]

STATE OF OREGON)
) ss.
County of Marion)

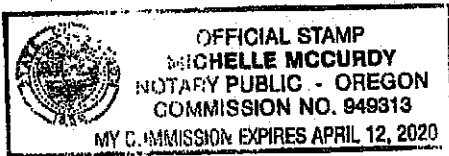
Personally appeared Kerry Kuenzi who, being duly sworn, did say that he is a member of Crawford Crossing, LLC, an Oregon limited liability company, and that the foregoing instrument was signed on behalf of said company and acknowledged said instrument to be its voluntary act and deed.



Michelle McCurdy
Notary Public for Oregon
My commission expires: April 12, 2020

STATE OF OREGON)
) ss.
County of Marion)

Personally appeared Eric Kuenzi who, being duly sworn, did say that he is a member of Crawford Crossing, LLC, an Oregon limited liability company, and that the foregoing instrument was signed on behalf of said company and acknowledged said instrument to be its voluntary act and deed.



Michelle McCurdy
Notary Public for Oregon
My commission expires: April 12, 2020

STATE OF OREGON)
) ss.
County of Marion)

Personally appeared John Kuenzi who, being duly sworn, did say that he is a member of Crawford Crossing, LLC, an Oregon limited liability company, and that the foregoing instrument was signed on behalf of said company and acknowledged said instrument to be its voluntary act and deed.



Michelle McCurdy
Notary Public for Oregon
My commission expires: April 12 2020

acknowledgments continue on next page

STATE OF OREGON)
) ss.
County of Marion)

Personally appeared Rich Fry who, being duly sworn, did say that he is a member of Crawford Crossing, LLC, an Oregon limited liability company, and that the foregoing instrument was signed on behalf of said company and acknowledged said instrument to be its voluntary act and deed.

Michelle McCurdy
Notary Public for Oregon
My commission expires: April 12 2020



Exhibit A
(Description of Entire Property)
Legal Description – CRAWFORD CROSSING

Beginning at the Initial Point of the subdivision, said point being marked with a 5/8-inch iron rod with yellow plastic cap stamped "WILSON PLS 2687" found at the northeast corner of Tract "B", TAYLOR VALLEY ESTATES, as platted and recorded in Volume 43, Page 97, Book of Town Plats for Marion County, Oregon; and running thence:

South 89°45'44" West 1596.66 feet along the north line of the plat of said TAYLOR VALLEY ESTATES and the north line of Holy Street to a point on the northeasterly right of way line of Turner Road (Market Road 27), said point being at a perpendicular distance of 30.00 feet from the centerline of said road;

thence North 21°33'00" West 1310.54 feet along said northeasterly right of way to the southwest corner of that property described in that instrument recorded in Reel 234, Page 618, Marion County Deed Records;

thence along the boundary of said property the following three courses:

thence North 45°18'15" East 227.70 feet;

thence North 25°07'29" West 197.08 feet;

thence South 68°54'24" West 197.09 feet to the northwest corner of said property, said point being on the aforementioned northeasterly right of way line of Turner Road;

thence North 21°33'00" West 227.29 feet along said right of way to a point of curvature;

thence Northwesterly along the arc of a 263.82-foot radius curve to the right (the chord of which bears North 7°53'32" West 124.59 feet) 125.78 feet along said right of way to a point of non-tangency, said point being at a perpendicular distance of 33.00 feet from the centerline of said Turner Road;

thence North 14°24'52" East 818.81 feet along said right of way to an angle point thereof;

thence South 75°35'08" East 24.04 feet to an angle point in said right of way;

thence North 14°24'52" East 152.00 feet along said right of way to an angle point thereof;

thence North 11°16'05" East 426.57 feet along said right of way to a point on the north line of that property described as Parcel 2 in that instrument recorded in Reel 662, Page 493, Marion County Deed Records;

thence along the boundary of said Parcel 2 the following five courses:

thence North 89°51'11" East 731.66 feet;

thence South 0°25'41" West 15.00 feet;

thence North 89°32'11" 1463.31 feet;

thence South 0°00'11" West 651.98 feet;

thence South 7°20'22" West 750.94 feet to the southeast corner of said Parcel 2, said point being on the south line of the Mary Anne Matte Donation Land Claim No. 54 in the aforementioned Township 8 South, Range 2 West;

thence North 89°59'35" East 610.84 feet along said south line to a point on the northwesterly right of way line of Acorn Street, a 60-foot wide public street;

thence South 23°39'36" West 1931.79 feet along said northwesterly right of way line of Acorn Street and the northwesterly right of way line of Val View Drive, a 60-foot wide public street, to the Initial Point, containing 168.893 acres of land, more or less.

Exhibit "B"
(Description of Lot 1 – Park)

Lot 1 of Crawford Crossing Subdivision Plat as recorded in Marion County, Oregon.

Exhibit "C"
(Description of Lot 2 – Lake)

Lot 2 of Crawford Crossing Subdivision Plat as recorded in Marion County, Oregon.

Exhibit "E"
(Crawford Lake Rules)

Rules and Regulations
April 5, 2017

1. The Lake is owned by the City of Turner. The City will manage the use of the Lake under the direction of a Joint Committee (JC) made up of two voting members appointed by the City Council (1 Council Member and 1 Citizen at Large) and two voting members appointed by the Declarant. Lake rules may only be changed with a majority vote (3 of 4 voters) of the Joint Committee.
2. The Lake is intended for the benefit of the public. All persons using the Lake should be aware that some banks are steep, the Lake is deep and there may be subsurface obstructions or other Lake conditions requiring extra precautions in use. All persons use the Lake **AT THEIR OWN RISK**.
3. The entire Lake is a no wake zone under State Law with the exception the maximum watercraft speed shall be 5 MPH.
4. All watercraft and persons on board shall adhere to all applicable State law.
5. Access to the Lake water shall only be via approved docks, boat ramps, City developed beach or as approved by the JC.
6. No watercraft may be used on the Lake after sunset and before sunrise.
7. With the exception of electric motor powered watercraft, no power watercraft, including powerboats, jet skis and floatplanes may be operated on the Lake at any time. The JC shall have full authority and approval to limit the size and length of all watercraft.
8. No watercraft may be operated in a reckless manner that endangers or would be likely to endanger any person or property.
9. Watercraft may not be anchored or moored on the Lake after sunset and before sunrise unless they are moored at an approved dock.
10. Swimming and other water activity by persons under the age of 14 are not permitted without adult supervision. Swimming, paddleboards, inflatable swimming rafts and inner tubes are only permitted within 100 feet of shore. Swimming shall be prohibited after sunset and before sunrise.
11. No organized, promotional, or commercial activities are permitted on the Lake except as approved by the JC.
12. No alcoholic beverages are permitted on the Lake.
13. No smoking is permitted on the Lake.
14. Life preservers shall be used to the extent required by Oregon Law.

15. Fishing in the Lake is permitted with a valid fishing license issued by the State of Oregon. Fishing shall only be from approved JC locations. Catch and release is encouraged.
16. No use of fireworks, firearms or hunting devices of any kind, such as cross bows, spear guns etc. are permitted on the Lake, except that the JC may approve specific firework displays.
17. No one shall be allowed to litter, contaminate, pollute or introduce other foreign substances (including fertilizer and weed killer) in to the Lake.
18. No person may install or operate any strobe light, beacon light or other intense artificial light sources or lighting devise or cause any offensive reflection except as approved by the JC.
19. All pets must be kept on leashes and no pets are allow to roam unattended on the Lake except at an established and approved dog park.
20. Except as authorized by the JC, no person may place any form of aquatic species in the Lake.
21. Fines for non-compliance/infractions of the Lake Rules and Regulations will be established and enforced by the City. The Declarant may levy additional fines to Homeowners within the Subdivision who are not in compliance with the Rules and Regulations.

REEL: 3963

PAGE: 480

June 28, 2017, 02:35 pm.

CONTROL #: 465109

State of Oregon
County of Marion

I hereby certify that the attached
instrument was received and duly
recorded by me in Marion County
records:

FEE: \$ 136.00

BILL BURGESS
COUNTY CLERK

THIS IS NOT AN INVOICE.