

Hannah Elliott



From: Lisa Binning <lisa.binning@gmail.com>
Sent: Friday, April 19, 2024 1:42 PM
To: Plan
Subject: Opposition to Dollar General store in Juniper Canyon
Attachments: Ironwood Declaration 3 of 4.pdf; Ironwood Declaration 4 of 4.pdf; Ironwood Declaration 2 of 4.pdf; Ironwood Declaration 1 of 4.pdf

To: Crook County Community Development Department

CROOK COUNTY
APR 19 2024
PLANNING DEPT

This additional message is to continue addressing the negative impact of having a Dollar General in Juniper Canyon. I realize that I am not speaking for everyone, but I do speak for those most impacted in the neighborhood where this store location is being proposed. Obviously it is personal because it is adjacent to our property.

The Ironwood Estates neighborhood has long sought to maintain this residential subdivision as a desired area to raise families and/or retire. A declaration of covenants, conditions, and restrictions was put into place in 1998 to prevent anything that might diminish the value of this development (cited from the actual declaration). This declaration auto renewed in 2023 and strives to retain the same values and way of life. While I don't know if it has legal standing, I would encourage this committee to review it in full so you can understand what we hold dear and why we are determined to not let this proposal be approved. I have attached a copy for your review.

Furthermore, any corporate style development up the canyon would not be beneficial to locally owned/operated businesses that are already existing in this community. We need to support the businesses that are already locally owned. Per an already existing petition, there are supporting reports on 1) how Dollar Store Chains Hurt Communities, 2) Systemic Work Hazards, and 3) Dollar General Employees Quit. You can look up these articles for more detail.

Again, the residents of Ironwood Estates of Juniper Canyon in rural Crook County chose this location for its peace, quiet, privacy and natural environment. The proposed development of a Dollar General store threatens to disrupt all that we value and hold dear. This commercial venture will increase traffic congestion, contribute to pollution levels and potentially escalate crime rates in our tranquil neighborhood. Moreover, it risks causing disruption to local farming activities and wildlife habitats. While some may argue that new businesses can bring economic benefits, these potential gains should not come at the expense of our community's quality of life. Our community does not need or want city-style commercialism encroaching on our peaceful way of life.

While I don't envy the position you are all in, I would like to think that our Crook County Community Development Team has the best interest of the residents in rural Crook County over the potential financial gain of any Corporate Business and local realtors. We urge local decision-makers to reconsider this development proposal and prioritize our cherished rural lifestyle over short-term economic gains.

I'll conclude by asking:

- 1: Why would you consider rezoning a residential area to commercial status when there are other commercial properties already existing and possibly available?
- 2: I understand that legally you only have to advise those in the surrounding impact area, but if this is such a benefit to the Juniper Canyon Community, why is it not more widely known?
- 3: Would you approve this proposal if it were in your backyard?

Thank you again for reviewing our concerns, we look forward to the upcoming hearing.

Sincerely,
Lisa Binning
541 760-8426

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

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
IRONWOOD ESTATES PHASE I
CROOK COUNTY, OREGON**

WHEREAS, Fred E. Moore is the owner of that certain tract of land designated as IRONWOOD ESTATES PHASE I, a platted subdivision in the County of Crook, State of Oregon, Microfiche No. 140174 therein, and

WHEREAS, Fred E. Moore intends to sell lots and building sites within said subdivision certain to protective restrictions, conditions, limitations, and reservations, to insure the most beneficial development of said area as a residential subdivision, and to prevent any use thereof as might tend to diminish the value of the development.

NOW, THEREFORE, Fred E. Moore hereby makes the following protective restrictions and conditions upon IRONWOOD ESTATES PHASE I to run with the land and be binding on all persons owning property within the subdivision.

1. No lot shall be used except for residential purposes. No commercial uses except home occupations are allowed.] ←

2. Not more than one single-family dwelling with attached garage or detached garage shall be built upon any one lot. The single-family dwelling must be at least 1400 square feet in size exclusive of the garage. All improvements shall be constructed, painted and changed in compliance with the applicable zoning laws, building codes, subdivision restrictions, and all other laws, ordinances and regulations applicable to project improvements. Construction materials and colors are to be compatible with the surroundings.

a. No campers or trailers shall be allowed for permanent residences.

b. No structure of a temporary nature, character, garage, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently, except while building a permanent dwelling.

c. All stick-built homes shall be constructed on site and not moved from another location.

d. All dwellings under construction shall have the exterior completed within six months from commencement of construction, and shall be

entirely completed within eighteen months from start of construction.

e. All manufactured homes can not be more than two years old at time of placement, and shall be located upon a continuous perimeter of concrete or concrete block foundation.

3. Planting of trees or shrubs which would interfere with the utilities, within the easements as shown on the recorded plat, shall not be permitted. The easement area of each lot shall be maintained continuously by the owner of the lot.

4. Sewage disposal shall be effected by means of individual septic tanks. The type of tank, tank construction, location on the lot, and type of drain field shall be constructed in the designated areas approved by the Crook County Environmental Department. No cesspools or outside toilets shall be permitted.

5. Any activities or animals that are noxious or offensive, which may be or may become an annoyance or nuisance to the neighborhood, shall not be permitted upon any lot.

6. No outside storage of old used automobiles, trailers, atv's, or other similar vehicles. Such storage is allowed only within an enclosed structure as described in restriction #2.

7. No sign of any kind shall be displayed to the public view on any lot except one professional sign advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

8. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. Roads in this subdivision, (Ridge View Rd. & Sunny Hills Ct.) have been constructed to county standards. Maintenance and/or improvements may be supervised by the Homeowners Association. Costs will be prorated by lot to these land owners. It is understood road maintenance and/or improvements will remain the responsibility of the land owners if the Covenants, Conditions, & Restrictions expire or change, unless the roads are taken over by Crook County, Oregon.

10. No building shall be nearer than twenty-five (25) feet to the front lot line, nor nearer than fifteen (15) feet to any side street line, nor nearer than ten (10) feet to any side lot line, nor nearer than twenty-five (25) feet to any rear lot line. For the purposes of these restrictions, eaves, steps and porches shall be considered as part of a building.

STATE OF Oregon)
) ss:
COUNTY OF Crook)

Personally appeared before me, Fred E. Moore, to execute the foregoing instrument and acknowledged it to be a voluntary act and deed, this 10 day of April, 1998.

Notary Public for Oregon April J. Kensley
My commission Expires 9/5/98



RECORDED
APR 14 1998
STATE OF OREGON } ss 140176
COUNTY OF CROOK }
I CERTIFY THAT THE WITHIN INSTRUMENT WAS
RECEIVED FOR RECORD ON THE 10th DAY OF
April 98 AT 10:45 A. M.
AND RECORDED IN Deeds
RECORDS OF SAID COUNTY, BEING 140176
DEANNA E. BERRY, CROOK COUNTY CLERK
BY Claise Brumna DEPUTY

\$30⁰⁰



11. No lot split will be authorized for the duration of these Covenants, Conditions, and Restrictions.

12. The foregoing protective restrictions shall run with the land and shall be binding on all the parties and all persons claiming under them for a period of twenty-five (25) years beginning January 1, 1998 and ending on January 1, 2023, at which time said protective restrictions shall automatically be renewed for an additional period of twenty-five (25) years, unless 75% or more of the owners of record at that date agree, in writing, to changes and said changes are made lawfully.

13. Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or deed of trust, made in good faith and for value. However, titles to any property subject to this Declaration obtained through sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions hereof.

14. Enforcement of each and all of the protective restrictions shall be enforceable by injunction or by other form of action available to the lot owners. Invalidation of any one of these protective restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

15. There shall be established an IRONWOOD ESTATES HOMEOWNERS ASSOCIATION, which constitutes additional covenants to run with the land and shall be binding on all persons claiming under them and that these conditions and restrictions shall be for the use of and limitations upon all future owners of said real property. The duties and responsibilities of the ASSOCIATION shall be identified and enumerated in a separate IRONWOOD ESTATES HOMEOWNERS ASSOCIATION BY-LAWS document.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 10th day of April, 1998.

By Fred E. Moore
Fred E. Moore