

**VOL: 2000    PAGE: 37022**  
**RECORDED DOCUMENT**

**STATE OF OREGON**  
**COUNTY OF DESCHUTES**



\*2000-37022 \* Vol-Page

Printed: 09/14/2000 11:45:50

**DO NOT REMOVE THIS CERTIFICATE**

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

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

**DATE AND TIME:**        Sep. 14, 2000; 11:29 a.m.

**RECEIPT NO:**            26011

**DOCUMENT TYPE:**      Covenants, Conditions &  
   Restrictions

**FEE PAID:**                \$111.00

**NUMBER OF PAGES:** 16

A handwritten signature in cursive script, reading "Mary Sue Penhollow".

**MARY SUE PENHOLLOW**  
**DESCHUTES COUNTY CLERK**

Recorded by AmeriTitle as an accommodation only. No liability is accepted for the condition of title or for the validity, sufficiency, or effect of this document.

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2000-37022-1

**AMENDMENT #1 TO THE  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR CANAL VIEW - PHASE IV**

It is the intent of this amendment to merge the Covenants, Conditions, and Restrictions for Canal View Phases I, II, and III; Canal View Phase IV; and a possible future Canal View Phase V into one consistent document. This document would allow for the formation of a Homeowners Associations which would treat all of these Phases as one Subdivision and allow owners from each Phase to be members of the Board of Directors.

The following changes are included in this Amendment #1:

The "Declaration of Covenants, Conditions, and Restrictions for Canal View Phase IV," are hereby canceled and replaced by the Attached document entitled "Restated Covenants, Conditions, and Restrictions for Canal View - All Phases."

The undersigned, as "Declarant" under these Covenants, Conditions, and Restrictions, hereby certifies that he has surveyed the owners in Canal View Phases IV and that a minimum of seventy-five (75) percent of the lot owners has approved this amendment.

ORIGINAL CC&R'S RECORDED ON MARCH 22, 1999 IN VOLUME 1999 PAGE 14185 DESCHUTES COUNTY RECORDS.

  
Michael C. Knoell  
Declarant

State of Oregon

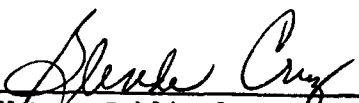
County of Deschutes

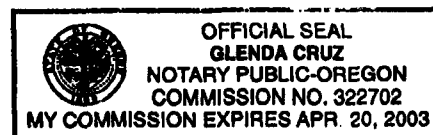
August 7, 2000

Personally appeared the above named Michael Knoell  
and acknowledged the foregoing instrument to be his voluntary act and deed.

WITNESS My hand and official seal.

(seal)

  
Notary Public for Oregon  
My Commission expires: 4-20-2003



Jan M.  
After recording, return to  
AmeriTitle  
15 OREGON AVENUE, BEND

**RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR CANAL VIEW - ALL PHASES**

MICHAEL C. KNOELL, the undersigned ("Declarant"), being the developer of the real property in Deschutes County, Oregon, more particularly described in Exhibit "A" (attached hereto and by this reference incorporated herein), adopts this Declaration of Covenants, Conditions, and Restrictions for the property described in Exhibit "A," which is hereby subject to these Covenants, Conditions, and Restrictions and will be known as "Canal View."

Canal View is being developed for residential purposes. Except where this Declaration conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all parties subject to this Declaration and their successors in interest as set forth herein. 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 zoning ordinance of Deschutes County, the more restrictive standard or requirement of the applicable Deschutes County ordinances shall apply.

**SECTION 1. DEFINITIONS**

- 1.1 **DECLARANT:** The term "Declarant" shall mean the undersigned described individual or his successors in interest.
- 1.2 **DECLARATION:** The term "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for Canal View.
- 1.3 **CVARC:** "CVARC" shall mean the Canal View Architectural Review Committee.
- 1.4 **Canal View:** The term "Canal View" shall mean all of the real property now or hereafter made subject to this Declaration.
- 1.5 **IMPROVEMENTS:** The term "Improvements" shall include—but not be limited to—any buildings, outbuildings, driveways, parking areas, fences, barriers, retaining walls, stairs, decks, hedges, windbreaks, signs, storage areas, landscaping, and all other structures of every type and every kind above the land surface. Also included are any exterior alterations, additions, and destruction of and to any of the above.
- 1.6 **LOT:** The term "Lot" shall mean each parcel shown on the maps attached as Exhibits "B" and "C" (attached hereto and by this reference incorporated herein).
- 1.7 **OWNER:** The term "Owner" shall mean and refer to either all holders of fee title to any lot, or any other person or persons entitled to possession of the lot pursuant to a contract or lease.

## **SECTION 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CANAL VIEW**

- 2.1 **GENERAL DECLARATION CREATING CANAL VIEW:** Declarant hereby declares that all of the real property located in Deschutes County, Oregon, and described in Exhibit "A" is and shall be hypothecated, encumbered, leased, occupied, built upon, or otherwise used, improved, or transferred in whole or in part subject to this Declaration. All of the Covenants, Conditions, and Restrictions created herein are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions, and Restrictions of Canal View, and amendments thereto, run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant and all owners and their successors in interest as set forth in this Declaration.

## **SECTION 3. CANAL VIEW ARCHITECTURAL REVIEW COMMITTEE**

- 3.1 **CREATION:** The Canal View Architectural Review Committee (CVARC) is hereby established. The CVARC shall be a three (3)-person committee.
- 3.2 **MEMBERSHIP:** The CVARC is composed of Michael C. Knoell, Linda Irons, and Robyn Knoell. By unanimous decision, the CVARC may designate a representative to act for it. In the event of death or resignation of any member of the CVARC, the remaining members shall have full authority to designate a successor. Neither the members of the CVARC nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant. Upon notice to the homeowners association by Declarant, all duties of the CVARC shall pass to the Board of Directors.
- 3.3 **LIABILITY:**
- A. The CVARC shall acquire a suitable liability insurance policy to protect the CVARC from any and all legal action, regardless of whether from error or omission, from all parties.
  - B. By acceptance of these Covenants, Conditions, and Restrictions, all parties who acquire lots shall hold the CVARC and its members harmless from all legal recourse.
  - C. The CVARC shall be responsible for defending its members from any and all legal action and paying all costs for such defense.
  - D. The CVARC shall select a fee for application for architectural approval. This fee shall cover all expenses of the CVARC, including the cost of liability insurance, and shall reimburse the Declarant for any funds expended on behalf of the CVARC.

## **SECTION 4. ARCHITECTURAL CONTROLS**

- 4.1 **DEVELOPMENT CONCEPT:** The intention of Declarant is that Canal View will be developed with conventional, high-quality homes in accordance with applicable statutes, ordinances,

regulations, zoning, and other governmental land-use controls. No unconventional or controversial designs will be allowed. All lots will be developed with consideration for natural features including rock outcroppings and trees.

- 4.2 **APPROVAL REQUIRED:** No improvement (as defined in Section 1.5 above) shall be erected, placed, altered, maintained, or permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted and approved in writing, as hereinafter provided.

4.3 **SPECIFIC DESIGN STANDARDS:**

- A. **Siding:** Any wood siding shall be "lap style," and no "T-111" or other plywood-type siding shall be permitted. It is desired that the exterior materials used be indigenous to the Northwest.
- B. **Roof:** All roofs shall be a quality of "25-year architectural comp" or better. No wood roofs shall be allowed.
- C. **Driveways:** All driveways are to be concrete. No driveways shall be made of gravel, cinders, or asphalt.
- D. **Garages:** A private garage of a minimum two (2)-car capacity and maximum three (3)-car capacity shall be required on each lot. Detached garages must be of the same materials and style as the primary residence.
- E. **Landscaping:** Within one (1) month after the exterior of a residence is finished, no less than forty (40) percent of the front yard shall be in lawns, the rest to be natural rock areas, crushed rock, or bark chips with shrubs, trees, etc. If this time limit falls within the period of time from November 1 to April 1, then the landscaping must be installed by April 1. All required lawn areas shall be planted with sod. Required lawn areas shall not be planted with seed. All landscaping shall be completed in a professional-looking manner. No trees may be removed from any lot without the approval of the CVARC. These front-yard landscape requirements shall also apply to the rear yards of Lots 2 through 10 in Phases I, II, and III and Lots 5 through 14 in Phase IV. The landscape strip between the curb and the sidewalk, although city property, shall be planted in lawn and maintained by the individual lot owners as part of their front yards.
- F. **Building Location:** Each building shall be located on each lot to be as compatible as possible with the natural surroundings and with the houses on other lots.
- G. **Height Restrictions:** No building shall be erected which shall exceed two (2) stories in height (from the highest point on the lot). Lots 1, 2, 3, 5, and 29 in Phases I, II, and III are limited to single-story houses with a maximum height of twenty (20) feet from the existing grade. Lots 11, 12, 13, 21, 22, 25, 26, 27, 28, 30, and 31 in Phases I, II, and III

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and Lots 1 through 4 in Phase IV are limited to single-story homes. Lot 4 in Phases I, II, and III shall have a single-story house with a maximum of eighteen (18) feet in height.

H. **Setbacks:** All structures in Canal View will be built with minimum setbacks in accordance with Deschutes County ordinances.

I. **Fences:** All fences shall be limited to a maximum of seventy-two (72) inches in height. They may be constructed only of cedar, redwood, masonry, a combination thereof, or other material with approval of the CVARC. No chain-link fences shall be allowed. Any painted fences must be approved by the CVARC. Lots on the canal may not have any fences inside the Canal Easement area.

4.4 **PROCEDURE:** Any owner proposing to construct any improvements within Canal View shall follow the procedures, and shall be subject to the approvals, required by Paragraphs 4.5 through 4.9 below. Failure to follow such procedures or obtain such approvals shall be deemed a breach of this Declaration.

4.5 **REQUIRED DOCUMENTS:** Any owner proposing to perform any improvement within Canal View shall submit the applicable items from the following list for review by the CVARC:

A. Site plan showing the location, size, configuration, and layout of any improvement.

B. Architectural plans, elevations, and drawings showing the nature, style, and dimensions of any improvement including the exterior material types, colors, and appearance.

C. Landscape plan detailing the landscaping to be accomplished, along with a plant and materials list.

4.6 **REVIEW:** All applicable plans and drawings identified in Paragraph 4.5 above shall be submitted to the CVARC for review prior to the performance of any proposed work. No plans shall be reviewed until all applicable items are submitted. Within thirty (30) days following receipt of such plans and drawings, the owner shall be informed in writing whether the plans conform to the Development Concept for Canal View. In the event the owner is not notified as to the conformity of the plans within the 30-day review period, the plans are conclusively presumed to be approved as submitted. In the event any of the plans do not conform to the Canal View Development Concept, the owner shall resubmit those nonconforming portions of the plans for review in accordance with the procedures outlined in Paragraph 4.5 above, and this paragraph. No work may be performed relating to any improvement unless and until all aspects of all plans required under Paragraph 4.5 above have been approved by the CVARC. Any site plans, construction plans, or similar plans and drawings submitted to Deschutes County in connection with the construction of any improvement in Canal View must bear the prior written approval of the CVARC.

4.7 **INSPECTION:** All work pursuant to any approval from the CVARC shall be performed in strict conformity with the approved plans and drawings. The CVARC 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 CVARC, 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 work may be completed. Continued work without correction of any such nonconforming items shall be deemed a breach of this Declaration. Neither the CVARC nor any member, employee, agent, or servant of the CVARC shall be responsible for any damages, loss, delay, or cost of legal expense occasioned through a stop-work notice issued in good faith, even if it is ultimately determined that such work was in conformity with the approved plans and drawings.

- 4.8 **WAIVER:** Any condition or provision of Paragraphs 4.4 through 4.7 above may be waived by the CVARC, in its exclusive discretion. Any waiver shall be in general conformity with the Canal View Development Concept and development standards for the CVARC. Any such waiver shall not be deemed a general waiver of any aspect of the Development Concept or the required procedures and approvals specified under Paragraphs 4.4 through 4.7. 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 CVARC, and delivered to the party claiming the benefit of such waiver.
- 4.9 **TIME OF CONSTRUCTION:** All improvements constructed must be completed within nine (9) months from the date construction is commenced. Commencement shall be deemed to be when actual work is started on the site in preparation for the improvement (site preparation).

## **SECTION 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 specifically allowed by Deschutes County ordinances and such additional restrictions as contained in this Declaration.
- 5.2 **APPEARANCE:** All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes-drying apparatus, other service facilities, and unsightly material of any kind located on the lot shall be screened from view from any roads, the canal, and other residences. Each parcel and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such a fashion so as not to create a fire hazard or visual pollution. No garbage or refuse will be allowed to remain on the property unless stored in sealed containers. All landscaping that is within view of other lots, the canal, or any streets in Canal View shall be maintained in first-class condition.
- 5.3 **CONSTRUCTION AND ALTERATIONS:** No improvements shall be performed on a lot except with the prior consent of the CVARC. No mining of any type shall be allowed.

- 5.4 **OFFENSIVE OR COMMERCIAL ACTIVITY:** No offensive or commercial activity shall be carried on, nor shall anything be done which may be, or become, an annoyance or nuisance to the other owners.
- 5.5 **SIGNS:** No signs of any kind shall be displayed to public view on any lot without the prior written consent of the CVARC, provided, however, that an owner may display not more than one (1) "For Sale" sign per lot which sign has a maximum area not to exceed 700 square inches. Declarant may erect signs in addition to those allowed herein.
- 5.6 **EXTERIOR LIGHTING OR NOISE-MAKING DEVICE:** No excessive or unnecessary noise shall be generated by any individual or device including—but not limited to—vehicles, appliances, tools, pets, musical instruments, or "stereos." No exterior lighting shall be placed in a manner which might be an impact on another residence or its view.
- 5.7 **ANTENNAS:** No television antenna, radio antenna, satellite dish, or other receiving device shall be placed on any lot without the prior written consent of the CVARC.
- 5.8 **MOBILE HOMES:** No mobile home or manufactured home, whether permanent or temporary, shall be erected or placed on any lot.
- 5.9 **SINGLE-FAMILY RESIDENCES:** No more than one single-family residence shall be erected or placed on any lot.
- 5.10 **OTHER LIVING ACCOMMODATIONS:** No motor homes, campers, trailers, or camping equipment used for overnight living accommodations (except occasioned by a visitor for no more than fourteen (14) days in a calendar year) shall be allowed on any lot or street in Canal View.
- 5.11 **PETS:** No pets shall be allowed to run at large in Canal View. Excessive barking shall be considered a violation of this Declaration.
- 5.12 **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, with the exception of dogs, cats, or household pets which may be kept provided that they are not kept, bred, or maintained in any commercial purposes. Not more than two (2) adult dogs and two (2) adult cats shall be kept on any lot.
- 5.13 **MINIMUM SIZES:** The minimum size for a residence in Canal View shall be 1,400 square feet (garages and covered porches are not included in the calculation of square footage) for Lots 1-4 in Phase IV and Lots 12, 13, 20, and 31 in Phases I, II, and III. The minimum size shall be 1,600 square feet for all other lots.
- 5.14 **VEHICLE RESTRICTIONS:** No trailers, campers, motor homes, commercial vehicles, trucks (other than a maximum of 1 ton), inoperable automobiles, boats, or similar equipment shall be permitted to remain on any part of any lot or street unless screened from sight from any street or the canal (except as permitted by Paragraph 5.10 above).



- 5.15 **FIREARMS**: No firearms, air pistols or rifles, archery, sling shots, or any other weapons or projectiles shall be used or discharged anywhere within Canal View.
- 5.16 **FUEL STORAGE**: No gasoline, fuel, oil, or chemicals may be stored in bulk tanks upon the property, either above or below ground.
- 5.17 **CANAL EASEMENT**: No improvements, other than landscaping, may be made in the Canal Easement (see SECTION 8).

## **SECTION 6. MONUMENT AREAS**

- 6.1 **CREATION OF EASEMENT**: The final plat of Canal View Phase I shows triangular areas which are part of Lots 27 and 28. Exhibit "D" (attached hereto and by this reference incorporated herein) shows a large area in Phase IV on Lot 10 and a smaller area on Lot 1. These areas shall be called "monument areas" (and are shown as shaded on Exhibit "D"). The solid-colored area along the west side of the south section of Brightwater Drive shall be considered part of the Lot 10 "monument area" for purposes of this section. The owners of each of these lots, and their respective successors in interest, acknowledge and hereby grant to Declarant, the other owners, and the homeowners association if formed, a perpetual easement in, over, and across the monument area on each lot, and do acknowledge that upon purchase of such lots they were acquired fully subject to the easement and responsibilities of this section.
- 6.2 **USE OF EASEMENT**: The grant of easement shall include—but not be limited to—the right of the parties listed in Section 6.1 to construct in such area a stone, concrete, and wood monument containing the project identification and the right to landscape and irrigate such monument as is necessary to keep it in a first-class condition, with the right of entry to accomplish the foregoing.
- 6.3 **MAINTENANCE OF MONUMENT AREAS**: During the period of time that Declarant is owner of five (5) or more lots or homes in Canal View, he shall be solely responsible for the maintenance of the monument areas. At such time as he owns less than five (5) lots, Declarant may elect to pass this maintenance responsibility to the owners of these lots. The owners of these lots, by their acceptance of these Covenants, Conditions, and Restrictions, accept this future maintenance responsibility and promise to keep the monument areas on their lots in first-class order. If a homeowners association is formed, it may assume the maintenance of the monument areas. At all times, the owners of these lots shall be required to provide landscape water and a location for the irrigation timer, if necessary.

## **SECTION 7. FORMATION OF A HOMEOWNERS ASSOCIATION**

- 7.1 **APPROVAL FOR FORMATION**: The owners of seventy-five (75) percent, or more, of the lots in each phase hereby agree to form an Oregon nonprofit organization to be called the Canal View Homeowners Association.

- 7.2 **ELECTION OF BOARD OF DIRECTORS:** A three (3)-person Board of Directors shall be voted on and elected. Only owners shall be eligible for the Board of Directors. For each director position, each owner (or group of owners owning one [1] lot) shall have the right to cast one (1) vote for each lot owned. Cumulative voting shall apply. The three (3) nominees obtaining the three (3) highest vote totals shall constitute the initial Board of Directors.
- 7.3 **AUTHORITY OF BOARD OF DIRECTORS:** The initial Board of Directors shall meet within ten (10) days after their election and may at that time, or at any later time, adopt any governing documents, except that any changes or additions to these Covenants, Conditions, and Restrictions must be done in accordance with this document. All such governing documents, as well as any other action taken by the Board of Directors, shall be in full force and effect and valid for all purposes when adopted, unless and until overridden, modified, or amended by the affirmative vote of seventy-five (75) percent of the owners. The Board of Directors of the Canal View Homeowners Association shall succeed to all of the powers, responsibilities, and rights of Declarant and the CVARC, as set forth in this Declaration.
- 7.4 **RIGHT TO ASSESS:** The Board of Directors shall possess the right to assess owners from time to time on a nondiscriminatory basis (equally as to all lot owners on the basis of the number of lots owned) for the maintenance, removal, and replacement of the block wall, entryway monuments, and the related landscaping and irrigation, and as to all other matters of common interest to all, or substantially all, of the owners. In no event, however, may an owner be assessed more than one hundred dollars (\$100.00) per year, unless an increase in this annual maximum has first been approved by the affirmative vote of the owners of two-thirds ( $\frac{2}{3}$ ) of the lots.
- 7.5 **FUTURE CANAL VIEW PHASES:** Declarant may develop additional lots adjacent to Canal View. If so, he may—at his option—include these additional lots as part of the Canal View Homeowners Association. These additional lots would be subject to the same rights and restrictions as other Canal View lots, except for minor variations in these Covenants, Conditions, and Restrictions which the reasonable development of the land might require. Additionally, the following sections are provided in keeping with ORS 94.580(3):
- A. Only Michael Knoell, the developer of earlier phases, shall be allowed to add additional property to the Canal View Homeowners Association.
  - B. Only lots developed south of Canal View Phase IV—not to exceed 20 lots total—shall be added to the Canal View Homeowners Association.
  - C. Additional common property shall be limited to small landscape areas similar to Canal View "monument areas" in Phases I through IV.
  - D. Any additional annexed lots shall have the same voting rights as all other lots in Canal View.

- E. All expenses shall be allocated equally to all lots, including any lots to be annexed; except that lots which provide irrigation water for monument areas may be exempted from payment of annual dues.

## **SECTION 8. CANAL FRONT LOTS**

- 8.1 All canal front lot owners are hereby notified of the easement which Central Oregon Irrigation District (COID) holds over a portion of their lots.
- 8.2 This easement extends from the approximate center of the canal to a line approximately fifty (50) feet from the center of the canal for Lots 2 through 10 in Phases I, II, and III and approximately one hundred (100) feet from the center of the canal for Lots 5 through 14 in Phase IV. At the time of purchase of your lot, your side lot lines are marked to indicate the exact location of this easement. A surveyor's "pin" and a stake indicate that location. The surveyor's stake may be removed, but the "pin" must remain to permanently note the legal location of the easement.
- 8.3 This easement area is part of your property and you may use it as such—with certain restrictions. Although the "ditch rider" for COID in this area has traditionally used the other side of the canal, COID has the legal right to pass through the easement area and thus the area must be kept clear for that purpose.
- 8.4 Because of the foregoing these Covenants, Conditions, and Restrictions hereby impose or notify owners of the following restrictions on uses in the easement area: No fence, building, deck, or other structure may be placed in any part of the easement area. Lawns, bark, ground cover, and other landscaping may be done, but in no event may these impede the ability of COID to pass through the easement area. COID's access to your property is limited to functions which are associated with the operation and maintenance of the canal.
- 8.5 By separate "Agreement and Notice" dated September 27, 1996, and recorded in Volume 424, Page 2426, of Deschutes County Records, COID has notified Declarant and all future property owners of certain hazards associated with the canal and limitation on use of the easement area. By accepting these Covenants, Conditions, and Restrictions, all canal lot owners acknowledge they are aware of those hazards and restrictions, and that they are aware these hazards and restrictions apply to Canal View, and hold Declarant harmless for any future problems associated with the canal.

## **SECTION 9. DURATION AND AMENDMENT OF THIS DECLARATION**

- 9.1 **DURATION**: These Covenants, Conditions, and Restrictions of Canal View shall continue to remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject, however, to the right to amend and repeal as provided for herein) for a period of twenty (20) 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 this Declaration, signed by owners of not less than seventy-five (75) percent of the lots then subject to this Declaration (as set forth in

Paragraph 3.3 above), this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten (10) years, and thereafter for successive periods of ten (10) years unless, within one (1) year prior to the expiration of each such period, the Covenants, Conditions, and Restrictions for Canal View are terminated as set forth in this paragraph.

- 9.2 **AMENDMENT AND REPEAL:** Any provision of this Declaration, or any Covenant, Condition, or Restriction contained herein, may at any time be amended or repealed, or provisions added, provided at least seventy-five (75) percent of owners approve. Each lot shall have one (1) vote. Any amendment or repeal of a provision of this Declaration, or any additional provision, shall become effective only upon the filing in the Official Records of Deschutes County, Oregon, of a Certificate signed by at least two-thirds ( $\frac{2}{3}$ ) of the owners as of the time of recordation. Such Certificate shall set forth in full the amendment, amendments, additional provision, or repeal approved, as provided in this paragraph.

## **SECTION 10. ENFORCEMENT**

- 10.1 **STANDING TO ENFORCE:** Only Declarant, the CVARC, the Board of Directors of Canal View Homeowners Association, or a lot owner in Canal View shall have standing to enforce this Declaration, with the exception that the owner(s) of Lot 3, Block 1, of Country View Estates (Tax Lot 00300 of Deschutes County Assessor's Map 17-12-15 CA) may enforce the height restrictions on Lots 1 through 5 and 29 in Phases I, II, and III (Paragraph 4.3.G), the siding and roof requirements (Paragraph 4.3), and the minimum size (Paragraph 5.13). Any breach of this Declaration shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal, or enjoining of any offending improvement or condition.
- 10.2 **EXPENSES AND ATTORNEY FEES:** In the event that suit or legal action is instituted for the enforcement of this Declaration, or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney fees incurred in such action (or any appeal therefrom) as adjudged by the trial or appellate court.
- 10.3 **NONEXCLUSIVENESS AND ACCUMULATION OF REMEDIES:** Election by Declarant, the CVARC, or other Canal View owners to pursue any remedy for the violation of any provision of this agreement shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder or which is permitted by law. The remedies provided in this agreement are not intended to be exclusive, but shall be in addition to all other remedies, including actions for damages or suits for injunctions or for specific performance available under applicable law.
- 10.4 **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

2000-37022-19

## SECTION 11. EFFECT OF DECLARATION

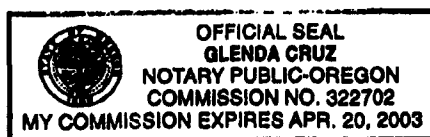
- 11.1 **THE COVENANTS, CONDITIONS, AND RESTRICTIONS** of this Declaration shall run with the land included in Canal View and shall bind, benefit, and burden each lot in Canal View. The terms of this Declaration shall inure to the benefit and shall bind Declarant, all successors and assigns of Declarant, and all owners of any lot in Canal View, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees, or any other party claiming or deriving any right, title, or interest in use of or to any real property in Canal View. The use restrictions and regulations set forth in this Declaration shall be binding upon all owners, lessees, licensees, occupants, and users of the property known as Canal View and their successors in interest, as set forth in this Declaration, including any person who holds such interest as security holder in actual possession of any lot by foreclosure or otherwise, and any other person taking title from such security holder.

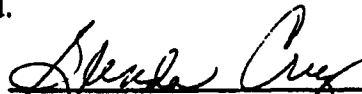
IN WITNESS WHEREOF, the owner and developer of "CANAL VIEW," a subdivision in Deschutes County, Oregon, has caused this instrument to be executed for recording as the Covenants, Conditions, and Restrictions for "CANAL VIEW" this 7<sup>th</sup> day of AUGUST, 2000.

  
Michael C. Knoell, Developer

STATE OF OREGON           )  
  ) ss.  
COUNTY OF DESCHUTES   )

Personally appeared the above-named MICHAEL C. KNOELL and acknowledged the foregoing instrument to be his voluntary act and deed.



  
Notary Public for Oregon  
My commission expires: 4-20-2003

**EXHIBIT "A"**

A parcel of land located in the South Half of the Northeast Quarter of the Southwest Quarter (S½ NE¼ SW¼) of Section Fifteen (15), Township Seventeen (17) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, and being more particularly described as follows:

Beginning at the Southwest one-sixteenth corner of said Section 15; thence North 00°26'59" West, 661.75 feet; thence North 89°39'39" East, 388.72 feet to a point on the centerline of Central Oregon District Pilot Butte Main Canal; thence along said centerline, the following courses: South 19°48'56" West, 287.72 feet; thence South 06°31'00" West, 163.00 feet; thence South 03°36'00" West, 231.00 feet; thence leaving said canal centerline South 89°46'03" West, 253.80 feet to the Point of Beginning and terminus of this description.

**AND**

The North half of the Northeast Quarter of the Southwest Quarter (N½ NE¼ SW¼) of Section Fifteen (15), Township Seventeen (17) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon.

**EXCEPTING** that portion lying within the boundaries of Country View Estates, a platted subdivision.

**ALSO EXCEPTING THEREFROM:**

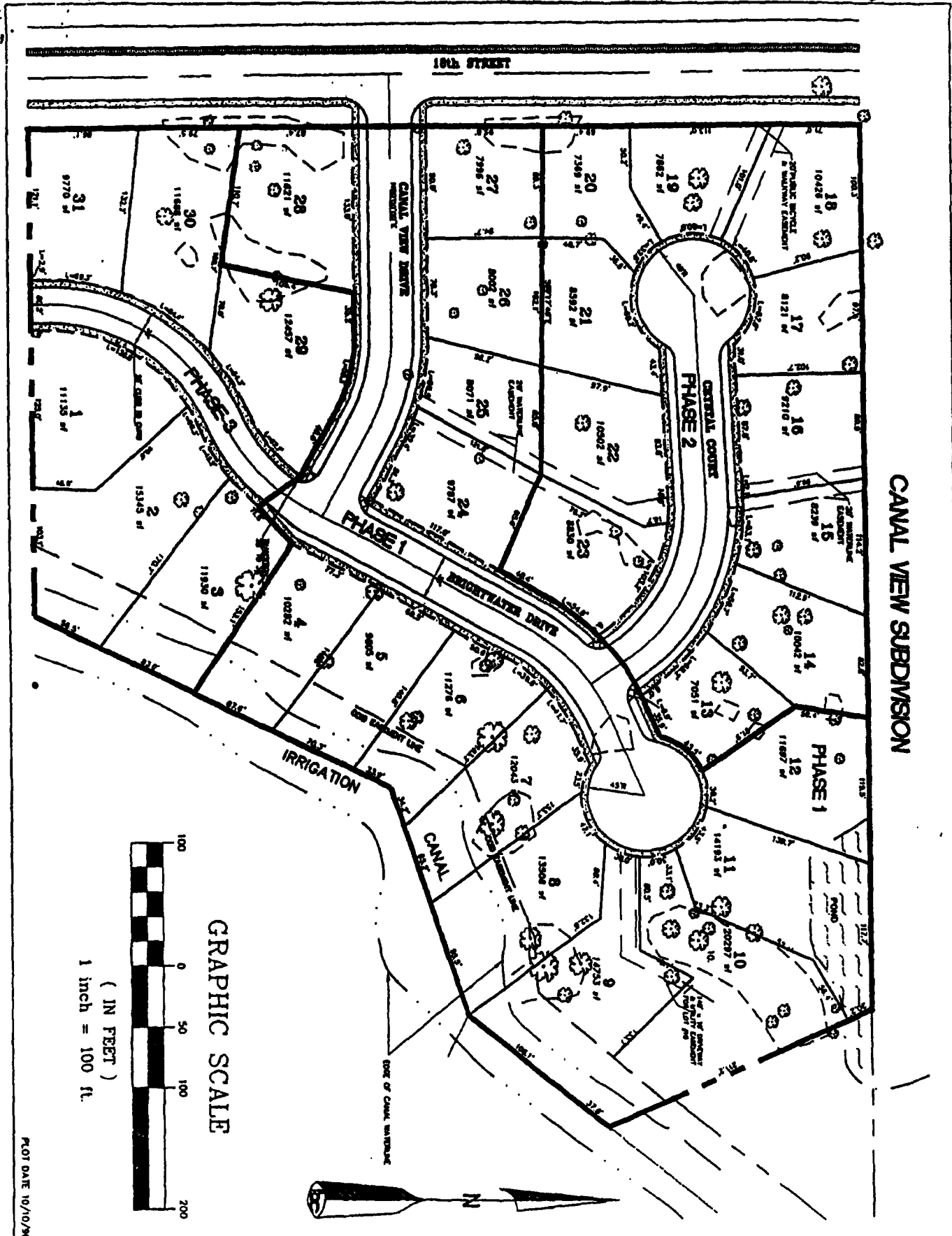
Beginning at the SW 1/16 corner of the centerline of said Section 15; thence along the centerline of said section North 89°38'20" East, 1132.98 feet to the true point of beginning of this description; thence leaving said centerline South 69°25'50" West, 232.61 feet; thence South 39°00'45" West, 170.00 feet; thence North 24°15'59" West, 231.64 feet to a point on the said centerline; thence along the said centerline North 89°38'20" East, 420.00 feet to the true point of beginning and the terminus of this description.



**This map is not to exact scale. All numbers and property lines should be verified prior to purchase or construction.**

Edge of Canal Water line

PHASES I, II, III





2000-37022-16

# Canal View Phase IV

