

DECLARATION OF RESERVATIONS, CONDITIONS AND RESTRICTIONS
 Applicable to CANYON PARK --- A recorded Subdivision of
 Deschutes County, Lots 1 through 74.

Part A. PREAMBLE

This Declaration of conditions and restrictions made this
 28 day of April, 1972 by LEAVITT BROTHERS, a Washington Partnership;
 authorized to operate in Oregon.

WHEREAS, said LEAVITT BROTHERS, a Washington Partnership
 authorized to operate in Oregon, Owner of all that real property
 situated in the Town of Bend, County of Deschutes, State of Oregon,
 more particularly described as follows:

CANYON PARK, according to the map thereof, filed in
 the office of the County Recorder of Deschutes County,
 State of Oregon, under File No. _____, Page _____

Part B. AREA OF APPLICATION

WHEREAS, LEAVITT BROTHERS, a Washington Partnership authorized
 to operate in Oregon, hereafter referred to as "Owner," before selling
 and conveying any of said Lots, desires to subject all Lots in CANYON
 PARK to Part C in their entirety.

Part C. RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE. No lot shall be used except
 for residential purposes. No building shall be erected,
 altered, placed or permitted to remain on any lot other
 than one detached single-family dwelling not to exceed two
 and one-half stories in height and a private garage for not
 more than two cars.

C-2 ARCHITECTURAL CONTROL. No building shall be erected, placed
 or altered on any lot until the construction plans and
 specifications and plan showing the location of the structure
 have been approved by the Architectural Control Committee as
 to quality of workmanship and materials, harmony of external
 design with existing structures, and as to location with
 respect to topography and finish grade elevation. No fence
 or wall shall be erected, placed or altered on any lot nearer
 to any street than the minimum building setback line unless
 similarly approved. Approval shall be as provided in Part D.

C-3 No dwelling shall be erected, placed or permitted on any
 residential lot in said addition if the ground floor area of
 the main structure, exclusive of one-story open porches and
 garages, is less than nine hundred square feet in case of a
 one-story structure, nor less than seven hundred square feet
 and a second story area of two hundred fifty square feet in
 the case of one and one-half or two-story structure.

C-4 BUILDING LOCATION
 (a) No building shall be located on any lot nearer to the
 front lot line or nearer to the side street line than the
 minimum building setback lines shown on the recorded plat.
 In any event no building shall be located on any lot nearer
 than 20 feet to the front lot line, or nearer than 10 feet
 to any side street line.

Restrictions indicating a preference limitation or discrimination based on
 race, color, religion, sex, handicap, familial status, or national origin are
 hereby declared to be unenforceable under the Equal Housing Opportunity Act.

(b) No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 25 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line.

(c) For the purposes of this covenant, eaves less than 2'0" steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-5 **LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7000 square feet.

C-6 **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except those improvements for which a public authority or utility company is responsible. Lots 1, 2, 3, Block 3 require special easement restrictions, to be incorporated in sale deeds.

C-7 **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8 **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as residence either temporarily or permanently.

C-9 **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 2 square feet, one sign of not more than 6 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. An appropriate entrance marker is excepted therefrom.

C-10 **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11 **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

C-12 **FENCES.** No fence or hedge exceeding five feet in height shall be erected or placed or permitted to remain on any lot in said addition.

C-13 **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except 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.

C-14 WATER SUPPLY. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Deschutes County Department of Health. Approval of such system as installed shall be obtained from such authority.

C-15 SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of Deschutes County Department of Health. Approval of such system as installed shall be obtained from such authority.

Part D. ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP. The Architectural Control Committee is composed of:

1. Wayne C. Rembold
2. Rick Leavitt
3. Dick Kerr

2311 S.W. Third, Portland, Oregon
1544 Juniper, Bend, Oregon
P. O. Box 788, Bend, Oregon

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the last lot is sold by the Builder to a Purchaser, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2 PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Part E GENERAL PROVISIONS

E-1 TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2 NOTICE OF CLAIM OF BREACH. That the owner may at any time that they deem a breach of these conditions and restrictions has occurred, execute, acknowledge and record in the Recorder's office of Deschutes County, a Notice of Claim of Breach setting forth the facts of such breach, notice, upon being recorded, shall be notice to all persons of such breach, provided an action has been commenced within sixty (60) days after the recording of such notice to establish such breach, and if no such action has been commenced within such sixty day period, then and in that event such notice shall be of no force and effect whatsoever and the breach set forth in said notice shall be presumed to have been remedied.

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ATTEST

IN WITNESS WHEREOF, said owners have caused their names to be affixed hereto.

LEAVITT BROTHERS
A Washington Partnership authorized to operate in Oregon

By Donald H. Leavitt
Donald H. Leavitt
Partner

STATE OF OREGON) ss.
County of Deschutes)

On April 28, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared Donald H. Leavitt, known to me to be the person whose name appears above and acknowledged that he executed the same.
WITNESS my hand and official seal.

Maxine Zimmerman
My Commission expires:
August 13, 1975.



STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record on the 23 day of May A.D. 1972 at 1:43 o'clock P.M. and recorded in Book 185 on Page 19 Records of Deschutes COUNTY

ROSEMARY PATTERSON
County Clerk
By Debra C. Bell Deputy

Donald H. Leavitt
3140
Leavitt Bank 9310