

CANYON RIVER TERRITORY
Building and Use Restrictions

In order to provide for the orderly development and maintenance of a spacious recreational residential area where liberal open spaces insure healthful and safe living conditions, we do hereby subject said Canyon River Territory, a land partitioning, to the following building and use restrictions:

The property contained in Canyon River Territory is legally described as follows:

The SE1/4 of the SE1/4 of Section Twenty-two (22); the SE1/2 of the NW1/4, the W1/2 of the SE1/4, the E1/2 of the SW1/4, the SW1/4 of the SW1/4, and the NW1/4 of the NW1/4 of Section Twenty-three (23) EXCEPT the following described parcels:

Beginning at a point 249.3 feet South 0° 04' East of the Section line Quarter corner between Sections 22 and 23 in said Township and Range, which is a point on a curve of the Easterly right of way line of State Highway No. 373, thence South 0° 04' East 69.5 feet; thence South 42° 46' East 104.3 feet; thence North 47° 14' East 268 feet; thence North 42° 46' West 185.3 feet to a point on a curve on the Easterly right of way line of said highway, thence along the curve the cord of which bears South 39° 30' West 222.8 feet to the point of beginning.

ALSO EXCEPT; Beginning at a point which is the Quarter corner between Sections 22 and 23, Township 15 South, Range 12, E.W.M., thence East 440 feet; thence South 0° 04' East 594 feet; thence West 440 feet; thence North 0° 04' West to the point of beginning, less 1 acre, more or less, described in a deed recorded in Volume 106 page 274, Deed Records of Deschutes County, Oregon, as corrected by deed recorded in Volume 134 page 138, Deed Records of Deschutes County, Oregon and Excepting the 60 foot right of way of the Oregon State Highway No. 373, which crosses

diagonally through the Northwest corner of the described property, this property containing 4.43 acres, more or less.

The NW1/4 of the NE1/4, and the N1/2 of the NW1/4 of Section 26; the NE1/4 of the NE1/4 of Section 27, all in Township 15 South, Range 12 E.W.M. Deschutes County, Oregon.

LAND USE AND BUILDING TYPES:

1. No building or other structure of any kind whatsoever shall be constructed on said property for use for any other purposes than as a residence. Out-buildings shall be permitted and may include a barn or shelter for the livestock permitted by the paragraph on LIVESTOCK AND POULTRY of the restrictions. The construction and appearance of such out-buildings shall be equal or superior to the exterior construction and conform to the appearance of the surrounding dwellings. Abundant use of outdoor decks and patios will be encouraged.

2. Further subdivision of each parcel is allowed, provided that no parcel shall contain less than five (5) acres.

TEMPORARY STRUCTURES:

3. No structure of a temporary nature including basements, tents, shacks, garages, barns, or other out-buildings shall be used on any lot at any time as a permanent residence. For purposes of this covenant, permanent is defined as a period of time in excess of 6 months. No old structures shall be moved to or placed on any of said Canyon River Territory parcels.

LIVESTOCK AND POULTRY:

4. No animals, livestock or poultry shall be raised, bred or kept for commercial purposes. No animals, livestock or poultry

shall be kept which may become an annoyance, nuisance or menace to the neighborhood. Horses and cattle for personal use and enjoyment only are permitted.

SET BACK LINES:

5. No dwelling or other building shall be erected within 100 feet of a lot line. No temporary dwelling shall be placed within 200 feet of a lot line. For the purpose of this covenant, eaves, steps, open porches, decks and patios which protrude past any setback lines shall not be construed as a violation of these setback lines.

PERMANENT DWELLINGS:

6. All residences, or other dwellings erected shall be placed on a solid continuous poured concrete or masonry block foundation. The use of wood stains in lieu of paints will be encouraged.

7. A time limit is hereby imposed on the length of time required for construction of any residential structure. A period of time not to exceed two (2) years from the date of beginning construction is allowed for the completion of said construction.

8. Mobile homes are allowed as a permanent residence. All mobile homes whose foundation is above the level of the ground must be skirted with a substantial, attractive and permanent material.

SEWAGE DISPOSAL, GARBAGE AND WASTE:

9. No tract shall be used or maintained as a dumping or storage ground for rubbish, garbage, trash, old automobiles or other waste and such items shall not be kept on the property except

in sanitary metal and closed containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. All dwellings shall have an individual sewage and waste disposal system which shall be installed and operated in accordance with the statutes, rules and regulations of all state and county and other authorities having jurisdiction.

11. No parcel shall be used in whole or in part, for any purpose or in any manner that will cause such lot to appear in an unclean or untidy condition, or which will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause noise that will or might disturb the peace, comfort or serenity of occupants or surrounding property.

WATER SUPPLY:

12. All individual water supply systems shall be designed, located and constructed in accordance with the requirements of state, county and other authorities having jurisdiction.

SIGNS:

13. Name and address signs of occupants shall be of a design which is compatible with surrounding area.

NUISANCES:

14. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

15. No trees shall be cut or removed except those necessary for the construction of a home and outbuildings, for necessary road and for driveways, and for garden and lawn use.

16. No deep, raw cuts shall be made in the landscape unless this cut is properly camouflaged and otherwise covered so as not to distract from the original nature of the land. This shall be done within six weeks of the opening of said cut.

OIL AND MINING OPERATIONS:

17. No oil drilling, oil development operations, oil refining, quarrying of gravel or cinders 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.

MAINTENANCE:

18. Each lot shall be maintained in good and clean condition and free of hazards to the adjacent property and to the occupants thereof.

PROPERTY OWNERS RIGHTS:

19. These restrictions may be amended or modified at any time by the affirmative vote of two-thirds of the then owners of the parcels in the Canyon River Territory.

ATTORNEYS FEES:

20. Should suit or action be instituted to enforce any of the foregoing restrictions or covenants after written demand

for the discontinuance of a violation thereof and any failure so to do, then whether said suit be reduced to decree or not, the owner seeking to enforce or to restrain any such violation shall be entitled to recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sums as the Court may adjudge reasonable as an attorney fee in such suit or action.

TERMS OF THESE COVENANTS:

21. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said land, and all persons claiming by, through or under them, until January 1, 1982, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote two-thirds of the then owners of the tracts have agreed to change said covenants in whole or in part.

22. Invalidation of any one of these foregoing covenants, restrictions or conditions, or any part thereof, by court order, judgment or decree, shall in no way affect any of the other remaining provisions hereof which shall, in such case, continue in full force and effect.

EASEMENTS:

23. Easements for installation and maintenance of utilities and drainage facilities are reserved over the exterior twenty (20) feet of each lot. Within these easements, no structures, planting, except grass, ground cover or small shrubs, 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 easement, 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 for those improvements for which a public authority or utility company is responsible.

ENFORCEMENT:

24. The foregoing Conditions and Restrictions shall bind and enure to the benefit of, and be enforceable by suit for injunction or for damages by any owner or owners of any of the above described lands, their legal representatives, heirs, successors or assigns; and a failure, either by the owner or owners above named or their legal representatives, heirs, successors or assigns, to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the parties hereto have caused these covenants to be signed this 20 day of May, 1972.

Rova Galloway
Rova Galloway


Frank N. Chase
Frank N. Chase

Joan M. Daron
Joan M. Daron

Georgann A. Chase
Georgann A. Chase


STATE OF OREGON)
) ss.
 County of Deschutes)
9/30, 1972

Personally appeared the above-named Frank N. Chase and Georgann A. Chase and acknowledged the foregoing instrument to be their voluntary act. Before me:


 Notary Public for Oregon
 My Commission Expires: 4-30-73

STATE OF OREGON)
) ss.
 County of Deschutes)
9/30, 1972.

Personally appeared the above-named Rova Galloway and ~~Joan M. Baron~~ and acknowledged the foregoing instrument to be their voluntary act. Before me:


 Notary Public for Oregon
 My Commission Expires: 4-30-73

STATE OF OREGON, County of Marion) ss.
October 9, 1972

Personally appeared the above-named Joan M. Baron and acknowledged the foregoing instrument to be her voluntary act. Before me:


 Notary Public for Oregon
 -8- My Commission Expires: 10/2/76

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STATE OF OREGON

County of Deschutes

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I hereby certify that the within instrument of writing was in full paid the 16 day of Oct 30 1932 at 4:46 o'clock P. M. and recorded in Book 189 on Page 328 Book of at Deeds

BARBARA PATTERSON

County Clerk

By James Lindell Deputy