

BUILDING AND USE RESTRICTIONS

Lots 1 - 10, Block 1  
NORTH CANYON ESTATES

87-21555

153 ~ 1060

MI-COUNTRY DEVELOPMENT COMPANY, a partnership, being the owners of the subdivision known as "North Canyon Estates", Redmond, Deschutes County, Oregon, in order to provide for the orderly development of said subdivision, does hereby, by these presents, subject Lots 1 - 10, Block 1 of said subdivision to the following building and use restrictions:

1. No building or other structure of any kind whatsoever, shall be constructed on said property for use for any other purpose than a residence, together with such other incidental buildings as may be and are ordinarily used in connection with a residence.
  2. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
  3. No residence shall be constructed of less than 1200 square feet of living area, exclusive of garages, porches and outbuildings. The value of said residence shall not be less than \$45,000, including attached garage and porches. No more than one (1) dwelling shall be placed on any lot nor any dwelling be constructed on a fraction of any lot smaller than 10,000 square feet.
  4. No structure of any kind shall be moved onto any lot excepting a small structure for use by a builder as his construction shack during the construction period.
  5. All buildings which may be placed or constructed on any portion of the above described tract, excepting the portions or whole thereof, constructed of brick or stone, shall be painted or process painted, as to exterior, within six (6) months of the date said buildings are completed.
  6. No temporary dwelling shall be constructed.
  7. No sign of any kind shall be displayed to the public view on any lot, excepting one (1) sign of not more than five (5) 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.
  8. These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of the above described subdivision and it is intended hereby that any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce the restrictions herein set forth.
  9. There is hereby formed an Architectural and Building Committee which shall consist of three (3) members selected by the developer and shall be members of the developer or others who are property owners in North Canyon Estates and said Architectural and Building Committee shall serve until all lots have residences constructed on them.
- Approvals herein required by the Architectural and Building Committee are solely for the purpose for appearance and compatibility only. The owner is responsible for sound construction and adherence to the State and County codes.
10. No building or fence shall be erected, placed on any of the Lots 1 - 10, Block 1, in NORTH CANYON ESTATES until the building plans, specifications and plot plans showing the location of such buildings have been approved by the Architectural and Building Committee or its authorized representative for conformity and harmony of external design with the existing structures in the area and to location of the building with respect to property and building setback lines.
  11. 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, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots, it is agreeable to change said covenants in whole or in part.
  12. These restrictions may be amended or modified at any time by affirmative vote of two-third (2/3) of the then owners of Lots 1 - 10, Block 1, North Canyon Estates. For this purpose, each lot shall be entitled to one (1) vote.
  13. Invalidation of any one of these foregoing covenants, restrictions or conditions or any portion 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed this 19 day of October, 1987.

*Robert L. Eberhard*  
Robert L. Eberhard

*Ed A. Sturza*  
Ed A. Sturza

*Robert G. Bergstrom*  
Robert G. Bergstrom

*Stanley J. Sturza*  
Stanley J. Sturza

*Ronald L. Bryant*  
Ronald L. Bryant

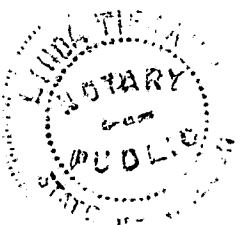
*Richard F. Eberhard*  
Richard F. Eberhard

STATE OF OREGON )  
County of Deschutes ) ss.

*James E. Hodson*  
James E. Hodson

Personally appeared the above-named Robert L. Eberhard, Ed A. Sturza, Robert G. Bergstrom, Stanley J. Sturza, Ronald L. Bryant, Richard F. Eberhard and James E. Hodson, partners, and acknowledged the foregoing instrument to be their voluntary act and deed.

*Dinda Hickamp*  
Notary Public for Oregon.  
My commission expires: 06/22/90



STATE OF OREGON ) ss.  
COUNTY OF DESCHUTES )  
I, MARY SUE PENHOLLOW, COUNTY CLERK AND  
RECORDER OF CONVEYANCES, IN AND FOR SAID  
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT WAS RECORDED THIS DAY:

87 OCT 21 PM 12:11  
MARY SUE PENHOLLOW  
COUNTY CLERK

BY: *P. L. L.* DEPUTY  
NO. 87-21555 FEE 5-  
DESCHUTES COUNTY OFFICIAL RECORDS

*Bryant, Fitch*  
PO Box 457  
Redmond 56