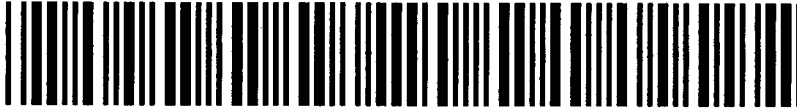


**VOL: 2000    PAGE: 50624**  
**RECORDED DOCUMENT**

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



\*2000-50624 \* Vol-Page

Printed: 12/15/2000 16:05:15

**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:        Dec. 15, 2000; 3:54 p.m.

RECEIPT NO:            29701

DOCUMENT TYPE:        Planned Community  
                                 Subdivision Declaration

FEE PAID:                \$86.00

NUMBER OF PAGES:    12

A handwritten signature in black ink, appearing to read "Mary Sue Penhollow".

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

*Planned Community Subdiv.*

**DECLARATION OF  
( COVENANTS, CONDITIONS AND RESTRICTIONS )  
FOR WEST CANYON ESTATES**

These Covenants, Conditions, and Restrictions are made this 12<sup>th</sup> day of December, 2000 by West Canyon Estates, LLC, an Oregon Limited Liability Company, hereinafter referred to as "Declarant". The real property subject to this declaration, hereinafter the "Property", is owned by Declarant; is in the City of Redmond, Deschutes County, State of Oregon, and is described in Exhibit "A", attached hereto.

The Property subject to these Covenants, Conditions and Restrictions will be known as West Canyon Estates Subdivision.

This Declaration shall be binding upon all property subject to this Declaration and its Owners 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 an applicable zoning ordinance of the City of Redmond and/or Deschutes County, the more restrictive standard or requirement shall apply.

Section 1. DEFINITIONS

- 1.1 West Canyon Estates. The term "West Canyon Estates" shall mean all of the real property now or hereafter made subject to this Declaration.
- 1.2 Declarant. The term "Declarant" shall mean West Canyon Estates LLC, a Limited Liability Company, or its successors in interest.
- 1.3 Lot. The term "Lot" shall mean each Lot described on the West Canyon Estates Subdivision plat or any alteration thereof as may be made by a recorded Lot line adjustment.
- 1.4 Declaration. The term "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for West Canyon Estates.
- 1.5 Homesite. The term "homesite" shall mean a Lot as defined herein.
- 1.6 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 of sale.
- 1.7 Improvements. The term "Improvements" shall included, but not be limited to construction, modification, removal or alteration of any buildings, outbuildings, driveways, parking areas, fences, barriers, retaining walls, stairs, decks, hedges, windbreaks, signs, storage areas and all other structures together with exterior landscaping including any

irrigation or lighting systems, and including vegetation or ground cover of every type and every kind above the land surface.

- 1.8 Streets. The term "Streets" shall mean any street, highway or other thoroughfare within or adjacent to West Canyon Estates and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.
- 1.9 Properties. The term "Properties" shall mean and refer to that certain real property described herein and more specifically in Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within West Canyon Estates.
- 1.10 Sales Office. The term "Sales Office" shall mean the office of the Declarant situated on a lot on the land described herein and to be used for the sale of lots and improvements within West Canyon Estates and the sales office shall continue so long as the Declarant maintains the same for the limited purpose of selling and/or reselling residential living units within West Canyon Estates.

Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR COPPER RIDGE.

- 2.1 General Declaration Creating West Canyon Estates. Declarant hereby declares that all of the real property located in Deschutes County, Oregon described in Exhibit "A" is and shall be subject to the Covenants, Conditions and Restrictions set forth in this Declaration for the purpose of protecting the desirability and attractiveness of said real property. All of the Covenants, Conditions, and Restrictions shall run with all of the land subject to this Declaration and shall be binding upon and inure to the benefit of Declarant, all Owners, and their successors in interest.
- 2.2 Addition of Other Real Property by Declarant.
  - (a) Declarant may, at any time during the term of this declaration, add all or a portion of any land now or hereafter owned by Declarant to the property which is covered by this Declaration. Upon recording of a notice of additional real property, the provisions of this Declaration specified in the notice shall apply to the added property in the same manner as if it were originally covered by this Declaration. Thereafter, to the extent this Declaration is made applicable thereto, the rights, powers and responsibilities of Declarant and Owners of Lots within such added property shall be the same as those regarding the property described in Exhibit "A".

- (b) The notice of addition of real property referred to above shall contain at least the following provisions:
- (1) A reference to this Declaration stating the date of recording and the recording information where the Declaration is recorded.
  - (2) A statement that the provisions of this Declaration or some specified part thereof shall apply to such added real property.
  - (3) A legal description of such added real property.
  - (4) Such other or different covenants, conditions, and restrictions as Declarant shall, in its discretion, specify to regulate and control the use, occupancy, and Improvement of such added real property.

Section 3. ARCHITECTURAL REVIEW COMMITTEE

- 3.1 Responsibility. In order to preserve and protect against improper use of building sites; to preserve and protect the value of property to the extent possible; to guard against the construction of buildings using improper or unsuitable materials; to insure the reasonable development of the property; to encourage the erection of attractive building thereon; and in general to insure a high type and quality of improvement on said property; there is hereby created a Architectural Review Committee. These covenants shall and do hereby provide that no improvements shall be erected, placed or altered on any building site or lot until the building, landscape or other improvement plans, specifications, and plot plans showing the location and details of such improvement on the particular building site have been submitted to and approved in writing by the Committee. All improvements shall comply with these covenants and shall harmonize with West Canyon Estates existing structures in the development. The ARC will review, among other things (1) the location of the requested improvements giving due regard to the anticipated use thereof and the effect on lots; and (2) the location of the improvements with regard to topography, grade and finish ground elevations; and (3) the construction detail drawings and specifications.

- 3.2 **Membership.** Initially, the Architectural Review Committee shall consist of the Declarant and Declarant's representatives. After Declarant's turnover (see Section 6), the ARC shall be composed of not less than three (3) members. Only owners are eligible members of the committee. The committee shall have the right to hire a licensed architect and engineer to provide advice. However, the committee is not bound by the consultant's opinion.
- 3.3 **Election.** The owners at a duly noticed annual meeting will elect committee members by a majority vote of owners who attend the meeting. Absent owners may give their proxy to attending owners.
- 3.4 **Successors.** In case of death or resignation of any committee member, the remaining member or members shall have full authority to designate a successor. Neither the member of the committee or its designated representative shall be entitled to any compensation for services performed by said members. In the event that the death or resignations of all members of the committee shall occur without successors having been appointed, the majority of the Owners at any special meeting duly noticed shall have full power to designate successors.
- 3.5 **Action.** Except as otherwise provided herein, a majority of the Architectural Review Committee shall have power to act on behalf of the committee without the necessity of a meeting. The committee may render its decisions only by written instrument setting forth the actions taken by the members consenting thereto.
- 3.6 **Failure to Act.** In the event the committee, or its designated representative, fails to approve or disapprove plans and specifications within 30 days after the same have been submitted to it in writing, approval will not be required and these provisions shall be deemed to have been fully complied with by owner.
- 3.7 **Nonwaiver.** Consent by the Architectural Review Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.
- 3.8 **Liability.** No member of the Architectural Review Committee shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any actions or failure to act on the part of the committee or any member, provided that the committee members acted in good faith and were not guilty of gross negligence.

- 3.9 **Requirement of Approval.** No improvement and no addition to or modification of any improvement or landscaping (whether or not theretofore approved hereunder), shall be commenced and continued until the same shall have first been approved in writing by the Committee in accordance with the West Canyon Estates Design and Materials standards. The decision of the Committee shall be final, absent fraud, misconduct or failure to exercise honest judgment. Approval shall be requested by submission to the Committee of plans and specifications, in duplicate, showing the following if requested by the Committee:
- (a) Existing and proposed land contours and grades;
  - (b) All buildings, and other improvements, access drives, and other improved areas, and the locations thereof on the site;
  - (c) Plans for all floors, cross sections, and elevations, including projections and wing walls;
  - (d) All landscaping, including existing and proposed tree locations and planting area (and species thereof), mail boxes and exterior ornamentation, however, minor improvement of approved landscaping is excepted;
  - (e) Exterior lighting plans;
  - (f) Walls fencing and screening;
  - (g) Patios, decks, pools and porches;
  - (h) Signs and parking areas;
  - (i) Samples of materials to be used;
  - (j) Such other information, data, and drawings as may be reasonably requested by the Committee. Specifications shall describe types of construction and exterior materials to be used, including, without limitation, the colors and manufacture thereof, and shall otherwise be prepared according to the West Canyon Estates Design and Materials standards.

- 3.10 Design Approval Fee. Any application for ARC approval shall be submitted with an application fee of \$50, but can be waived at ARC's discretion..

Section 4. RESTRICTIONS

- 4.1 Occupancy. No Owner shall occupy, use or permit his Lot or any part thereof to be used for any purpose other than a private, single family residence for the Owner, except that an Owner may rent the residence for periods of not less than month-to-month.
- 4.2 Improvements. Each lot within West Canyon Estates shall be maintained in a clean and attractive condition. In addition, each Lot shall be fully landscaped (including front, side and back yards) no later than, (a) one (1) year after posting "Notice of Completion", or (b) one (1) year from date dwelling is occupied, whichever occurs last.
- 4.3 Approval Required. No Improvement shall be erected, placed altered, maintained, or permitted to remain on any land subject to this Declaration until final plans and specifications have been approved in writing by the Architectural Review Committee or the Committee has failed to act per Section 3.6.
- 4.4 Appearance. All garbage, trash, cuttings, refuse, and containers, clothes drying apparatus, and other service facilities located on the Lot shall be screened from view of the street and adjoining property owners in a manner approved by the Architectural Review Committee.
- 4.5 Nuisances. No obnoxious, offensive, or commercial activity or pursuit shall be carried on upon any Lot therein which may be an annoyance or nuisance to the other Owners. Boundary fences, walls or hedges shall be kept neat and tidy, and free of weeds, pests, and diseases. Lawns must be cut sufficiently and maintained year round so that they do not become eyesores and detrimental to the values of other properties. Trees and shrubs shall be trimmed and pruned and not allowed to encroach on any other Lot, sidewalk or street.
- 4.6 Signs. No sign of any kind shall be displayed to public view on or from any Lot without the Declarant's prior written consent, provided, however, that an Owner may display not more than one (1) "for sale" sign per Lot and Contractor may display not more than one (1) "Builder" sign during construction. Said sign shall be limited in size to not more than four (4) feet square.

- 4.7 Exterior Lighting or Noise Making Device. No exterior lighting or noise-making device shall be placed on a Lot or any portion thereof without the prior written consent of the Architectural Review Committee.
- 4.8 Antennas. No television antenna, radio antenna, satellite antenna, or other device shall be placed on any Lot in view from the street and must not be larger than 24" without the prior written consent of the Architectural Review Committee.
- 4.9 Utilities. No aboveground utilities, pipes or wires shall be used to connect Improvements with supplying facilities.
- 4.10 Parking. No boats, trailers, recreational vehicles, buses, motor homes, commercial vehicles, trucks larger than one ton, disabled vehicles or other similar vehicles shall be parked or stored on any street or on any lot except that boats and recreational vehicles may be temporarily parked on lots for not more than 24 hours to facilitate recreational use; or if boats and recreational vehicles are adequately screened pursuant to committee approval behind a fence or along side of house.
- 4.11 Lot Area, Width, setback Lines. Lot area, width, and building setback lines shall be in accordance with the requirements of the applicable City of Redmond and/or Deschutes County Zoning and Land Use Regulations, and as shown on the Plat of West Canyon Estates.
- 4.12 Livestock, Poultry, and Pets. No animals, including swine, 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 purposes and provided they are not a nuisance.
- 4.13 Sight Distance at Intersection. Regarding corner Lots, no fence, wall, or shrub planting which obstruct sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain within the triangular area formed by the street lines and a line connecting them at points 25 feet from the intersection of the street lines, or, in the case of a rounded corner lot, 25 feet from the intersection of the extended street property lines. However, the applicable standards of the City of Redmond or Deschutes County shall apply if such standards are more restrictive.



- 4.14 Walls and Fences. Except as otherwise provided in Section 4.13 above, side and rear setback spaces may have a fence constructed to a height of six (6) feet and may be a solid fence. No boundary line hedge or shrubbery shall be permitted with a height of more than six (6) feet. No wall or fence of any height shall be constructed on any Lot until after the height, type, design and approximate location therefore, shall have been approved in writing by the Architectural Review Committee. The heights or elevations of any wall or fence shall be measured from the existing elevations of the property at or along the applicable points or lines.
- 4.15 Temporary Structures and Mobile Homes. No structure of a temporary character, including a trailer, tent, shack, barn, or other outbuilding shall be erected, placed or used on any Lot at any time, either temporarily or permanently.
- 4.16 Water and Sewer Supply. No private water supply system or sewage disposal system shall be permitted on any Lot.
- 4.17 Fires and Common Refuse. No outdoor fires for the burning of wood, trash or debris shall be started. No lot shall be used or maintained as a dumping ground for rubbish, refuse or garbage. Garbage or other wastes shall not be kept excepting in sanitary containers. All containers for the disposal or storage of such matter shall be kept in a clean and sanitary condition and appropriately screened from view.
- 4.18 Material and Color Standard. In order to preserve and protect the integrity and value of the West Canyon Estates subdivision, all external siding materials including, but not limited to, wood siding, brick, stone, or stucco, and all roofing materials including, but not limited to tile, cedar shake, cedar shingle, metal roofing and architecturally approved composition roofing, and all coverings including, but not limited to, semi-transparent stain, solid color stain tint colors, paint and paint colors, must be approved by the Architectural Review Committee.
- 4.19 Storage Tanks. No storage tanks, including but not limited to, those used for storage of water, gasoline, oil, other liquid or any gas, shall be permitted on the property outside of a building except as approved by the Architectural Review Committee.
- 4.20 Trees. No trees shall be removed unless approved in writing by the Architectural Review Committee; it being the intention to preserve natural growth, in accordance with the Declarants' plan development and landscape theme.

- 4.21 Severability. Invalidation of any use 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.

Section 5. RESERVATIONS.

- 5.1 Reservation of Right to Drain, to Clear Brush, etc. There is hereby reserved to the Declarant the right to drain all roadways, walkways, easement ways and areas over and across any lot or lots, blocks, tracts and parcels where water might take a natural course after the grading thereof and the right (but without the obligation to do so) to enter upon any lot, tract or parcel of said West Canyon Estates plat to excavate grades to install drain systems as required to solve run-off problems, to trim, cut and remove brush, trees, stumps, noxious weeds or growths, and the Declarant grants said rights to the Architectural Review Committee.
- 5.2 Sales Office. The Declarant reserves the right to maintain a sales office and/or model home on lot(s) to be designated by the Declarant within said West Canyon Estates for the purpose of selling and re-selling residential living units within West Canyon Estates; provided that the sales activity shall be limited to the sale, renting, leasing, or resale of lots and/or improvements within West Canyon Estates; and the Declarant reserves the right to place and maintain "for sale" signs on any lot or improvements within West Canyon Estates as may be prepared and erected by the Declarant.

Section 6. TRANSFER OF ARCHITECTURAL REVIEW COMMITTEE RESPONSIBILITY.

Upon 100% completion and sale of the West Canyon Estates Lots, Declarant shall call a meeting for the purpose of turning over Architectural Review Committee responsibilities for the community to a committee formed and elected by the Owners. At the meeting, the Declarant shall turn over to the Owners Committee the responsibility for the administration and enforcement of the community. The Owners Committee shall accept the responsibility from the Declarant. Thereafter, the owner's committee may adopt more specific rules governing the election, term, eligibility, and other matters concerning the functions of the ARC Committee, but not inconsistent with this declaration.

Section 7. DURATION AND AMENDMENT OF THIS DECLARATION.

- 7.1 Duration. The Covenants, Conditions, and Restrictions of West Canyon Estates 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 thirty years from the date this Declaration is recorded. However, unless within one year from the date of said termination, there shall be recorded an instrument directing the termination of the Declaration signed by Owners of not less than fifty-one percent (51%) of the Lots then subject to this Declaration, this Declaration, is in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten years and thereafter for successive periods of ten years unless within one year prior to the expiration of such period the Covenants, Conditions and Restrictions for West Canyon Estates are terminated as set forth above in this section.
- 7.2 Amendment. This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended modified or amended, as to the whole of said property or any part thereof with a written consent of the Owners representing seventy five percent (75%) of the total votes, provided that only fifty-one percent (51%) of the total votes shall be required to amend the Declaration regarding age restrictions, limitations on occupancy or limitations on rental or leasing of Owners' residences. All amendments shall be recorded in Deschutes County, Oregon.
- 7.3 Recordation. Any amendment, deletion, or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

Section 8. ENFORCEMENT.

- 8.1 Enforcement. The Architectural Review Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2000-50624-11

- 8.2 As a condition for any legal action, all effected parties and the ARC Committee agree to mediate the dispute before a professional mediator or a member of the Oregon State Bar. Each party to mediation will share equally in the cost of mediation.
- 8.3 In the event that any suit or action is instituted to secure enforcement, or to obtain an interpretation, or that seeks any remedy for the breach of this Declaration, the prevailing party shall recover reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as adjudged by the trial or appellate court.

**Section 9. EFFECT OF DECLARATION.**

The Covenants, Conditions, and Restrictions of this declaration shall run with the land included in West Canyon Estates and shall bind, benefit, and burden each Lot in West Canyon Estates, including any additions thereto. 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 West Canyon Estates, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right, title, or interest or use in or to any real property in West Canyon Estates. The use restrictions set forth in Section 4 of this declaration shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as West Canyon Estates and their successors in interest as set forth in this declaration, including any person who holds such interest as security for the payment of any obligation including any mortgagee or other 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 Declarant has executed this Declaration this 12<sup>th</sup> day of December 2000.

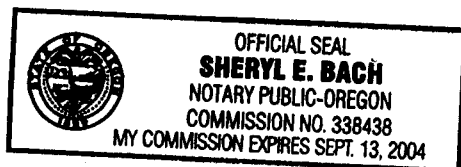
WEST CANYON ESTATES, LLC

By: [Signature]  
Managing Member

STATE OF OREGON     )  
                                  ) ss.  
County of Deschutes     )

SUBSCRIBED AND SWORN to before me this 12<sup>th</sup> day of December 2000.

[Signature]  
Notary Public for Oregon  
My Commission Expires: 9/13/04



2000-5062412

**EXHIBIT "A"**

The South Half of the Northeast Quarter of the Southeast Quarter (S1/2 NE1/4 SE1/4) of Section 5, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM any part lying East of the existing County Road.

Lots 1,2,3,4,35,36,37,38,39,40,41,42,43,44 and 45, WEST CANYON ESTATES, PHASE 1, Deschutes County, Oregon.

Lots 5,6,7,8,31,32,33,34,46,47,48,49,50,51,52,53, and 54 WEST CANYON ESTATES, PHASE 2, Deschutes County, Oregon.

Lots 9,10,11,12,26,27,28,29,30,55,56,57,58,59,60,61,62, and 63 WEST CANYON ESTATES, PHASE 3, Deschutes County, Oregon.

Lots 13,14,15,16,17,18,19,20,21,22,23,24,25,64,65,66, and 67 WEST CANYON ESTATES, PHASE 4, Deschutes County, Oregon.