

I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon. WITNESS my hand and seal of said office affixed.

Dana W. Jenkins
DANA W. JENKINS, Lincoln County Clerk



Doc : 200801205
Rect: 800841 21.00
01/31/2008 03:59:30pm

Dana W. Jenkins
LINCOLN COUNTY CLERK
225 W. Olive Street-Room 201
Newport, Oregon 97365

County of Lincoln
"Customer Service is #1"
www.co.lincoln.or.us/clerk/
(541) 265-4131

**SUBDIVISION PLAT
PRE-MONUMENT
RECORDING INFORMATION**

PLAT NAME	:	CANYONRIDGE ESTATES	
PLAT NUMBER	:	BOOK 18 PAGE 23, 23A	
PARTIES	:	CANYON VIEW ESTATES, LLC	
	:		
	:		
DATE RECORDED	:	January 31, 2008	
TIME RECORDED	:	3:59 p.m.	
	:		
FEES	:		
SURVEYOR	:	\$580.00	
SURVEYOR	:	\$650.00	(\$50/unit x 13 lots)
SIGNATURES	:	\$10.00	
RECORDING	:	\$10.00	
A&T FUND	:	\$11.00	
CP FUND	:	\$10.00	
MYLARS	:	\$20.00	
DECLARATION	:	\$.00	
TOTAL	:	\$1291.00	

**Mylar Fee is \$5.00 per mylar. (\$5.00 per each original mylar AND 5.00 per each copy mylar).*

I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon. WITNESS my hand and seal of said office affixed.


DANA W. JENKINS, Lincoln County Clerk



Doc : 200809561
Rect: 806468 51.00
08/11/2008 11:29:37am

After Recording Please Return to:
Canyon View Estates, LLC
1900 Front Street NE.
Salem, OR 97301

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CANYONRIDGE ESTATES SUBDIVISION
LINCOLN COUNTY, OREGON**

THESE COVENANTS, CONDITIONS AND RESTRICTIONS are made by Canyon View Estates, LLC; (hereafter the "Developer") effective upon the date recording of this instrument takes place.

RECITALS

A. Developer is the owner of all of the real property described in the attached Exhibit "A" (hereafter the "property"). Developer intends to improve and subdivide the real property, hereinafter called the "Subdivision".

B. In order to provide for the orderly development of the property and provide for consistent development and construction within the subdivision, the Developer adopts these covenants, conditions and restrictions to apply to all development and construction upon the property.

ARTICLE I - RESIDENTIAL COVENANTS

(1) No structure shall be constructed on any lots in this subdivision other than one detached single-family dwelling with a two-car garage. No residence shall be erected or placed upon any lot which has a living area less than 1,400 square feet unless otherwise approved by the Architectural Control Committee. Garages, porches, overhangs, outside steps and eaves shall not be included in the calculation of square footage. All setbacks are to comply as required by the City of Newport and Lincoln County.

(2) No manufactured home, as defined by ORS 446.003, or mobile home shall be sited on any lot in the subdivision.

(3) No temporary or unfinished building shall be used as a residence.

(4) No animals of any kind shall be raised, bred, or kept in the subdivision, except dogs or cats or other household pets may be kept so long as they are not bred, maintained or kept for commercial purposes. No animal of any kind, including dogs and cats, shall be allowed to interfere with the quiet enjoyment of the other residents in the subdivision, or permitted untended upon the streets or upon premises of other occupants of the subdivision.

(5) Easements for the installation and maintenance of utilities, drainage facilities, recreation

facilities, and other facilities are reserved as shown on the plat of the subdivision. Within these easements no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the purpose of the easement, or obstruct the flow of waters in any drainage channel or pipeline. The easement area on each lot, along with and all the improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority may be responsible.

(6) The streets or front driveways of the homes in this subdivision shall at no time be used for long-term parking (more than three days and three nights during any thirty (30) day period) of boats, trailers, campers, motor homes, or other materials. Boats, trailers, campers, motor homes, or other materials may be stored on a pad beside the garage specifically constructed for that purpose.

(7) All structures constructed within the subdivision shall be erected and completed within one year after the commencement of construction. All remodeling, reconstruction, or enhancement of structures shall be completed within one year of the commencement of construction. Commencement of construction shall be deemed to be the date upon which a building permit was first issued for the construction, or, if no building permit was obtained, the date on which lot clearing, demolition or remodeling commenced.

(8) Upon completion of the dwelling, and within eight (8) months of approval for occupancy, owner shall completely landscape the front yard and the sides abutting the structure. The total lot shall be landscaped within three hundred sixty (360) days. All grounds and related structures shall be maintained in harmony with surrounding landscaping. No weeds, noxious plants, or unsightly vegetation shall be planted or allowed to grow. No fence or hedge shall be erected, placed or permitted to remain on any lot unless approved by the Architectural Control Committee. Fences shall not exceed six (6) feet in height. Fences shall be well constructed of suitable materials and shall not detract from the appearance of the adjacent structures and buildings. No high output exterior lighting, including but not limited to mercury vapor and halide lights shall be installed without prior approval of the Architectural Control Committee. All walks and drives on any lot must be constructed of exposed aggregate concrete or broom finished concrete unless other materials are approved in advance by the Architectural Control Committee.

(9) Trash, garbage and other waste shall not be kept except in sanitary containers. No lot shall be used as a dumping ground for trash, garbage, waste or debris. All heat pumps and condenser units (or other utilities and devices commonly placed out of doors) shall receive special consideration to provide visual screening and noise attenuation. Owners or occupants within the subdivision shall not engage in nor continue uses that unreasonably interfere with use of other property within the subdivision. Antennas shall not be erected or maintained on any lot or on the outside of any structure in Canyonridge Estates Subdivision, with the exception of a single miniature satellite receiver.

(10) No property within the subdivision may be rezoned or re-divided, nor may a lot line or boundary line of a lot be altered, without the written consent of the Architectural Control Committee.

(11) The Developer or any member of the Architectural Control Committee may at any reasonable time during the construction phase enter upon any unit within Canyonridge Estates Subdivision for the purpose of determining whether or not the use of such unit or improvement thereon is then in compliance with the Covenants, Conditions and Restrictions. This right of entry shall cease upon issuance of occupancy permits from the City of Newport.

(12) No property in the subdivision shall be used for business or commercial purposes, except for home offices as allowed by the City of Newport and/or Lincoln County. No occupant of property within the subdivision shall park, nor permit to be parked, any commercial vehicle such as log trucks, dump trucks, tractor trailer rigs, or any other vehicle except passenger automobiles (including pickups) upon property, including streets, in the subdivision. No owner or occupant shall permit, initiate, or carry on any obnoxious or offensive activities within the subdivision nor allow conditions on the lot or parcel owned or occupied to become a nuisance or annoyance to the neighborhood. No commercial signs shall be erected on the property, except real estate sales signs.

ARTICLE II - ARCHITECTURAL CONTROL COMMITTEE

No owner of any land within the subdivision shall erect, place or alter any building or other structure in this subdivision until the building plans, specifications, exterior design, color and plot plan have been approved in writing by the Architectural Control Committee. The Architectural Control Committee review shall include, but not be limited to, review of the size, conformity, value, location, and harmony of the external design with the existing structures in the subdivision, and also with the location of the building with respect to the topography and finished ground elevation. The Architectural Control Committee is composed of: Robert B. Cavell, Stephen B. Hurley, and Bradley R. Bowder of Canyon View Estates, LLC, 1900 Front Street NE.; Salem, OR 97301, who shall serve without compensation until January 1, 2014. In the event of the death, inability to act or refusal to act of any member of the Architectural Control Committee, the remaining members shall have full authority to appoint a successor. A majority of the committee may designate a representative to act for the committee. In the event the committee, or its designated representatives, fails to approve or disapprove within fifteen (15) business days after the plans and specifications have been submitted to it, and in the event, if no suit to enjoin the construction has been instituted prior to the start of construction, approval will not be required and related covenants shall be considered to have been fully complied with. In the event of dissolution or resignation of the Committee, all privileges, powers and authority could be vested in a Board selected by the owners of a majority of the lots in the subdivision. The initial Developer's Architectural Control Committee shall be in existence only until all initial structures have been built on 100 percent of the lots in this subdivision. The Architectural Control Committee has full authority to act on behalf of the residents of Canyonridge Estates Subdivision to protect each property in the development. In the event the initial Architectural Control Committee during its existence in good faith determines that these

Covenants, Conditions, and Restrictions require modifications or adjustments, it has full authority to implement those modifications or adjustments.

ARTICLE III - BUILDING MATERIALS

(1) All building materials to be incorporated into and visible as a part of the external structure of any building or other structure in the subdivision may be regulated by the Architectural Control Committee.

(2) All roofing material for any building or structure shall be of wood shake, tile, or 25-year or better architectural composition shingle unless otherwise approved in writing by the Architectural Control Committee.

(3) All siding materials shall be cement fiber composition (eg. Hardiplank, etc.), natural wood, brick or stone. If other man-made lap siding materials are used, the following design requirements are to apply unless otherwise approved in writing by the Architectural Control Committee:

- a. The material must be approved;
- b. The material must be nailed on 16 inch centers;
- c. No vertical plywood type siding will be allowed without the written approval of the Architectural Control Committee.

(4) Exterior finish colors are subject to advance approval of the Architectural Control Committee. The Architectural Control Committee shall have fifteen (15) business days following receipt of all exterior color samples to grant approval.

(5) The Architectural Control Committee may, from time to time, provide written guidance to owners concerning approved building materials and techniques. Such written guidance may include a list of pre-approved substitute materials for roofing and siding, together with the approved applications of those materials.

ARTICLE IV - GENERAL PROVISIONS

(1) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

(2) 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 and the party prevailing shall be entitled to reasonable fees and court costs.

(3) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

(4) Except for ARTICLE II, these "DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO LAND" are designed to be enforceable by owners of a lot or lots in this subdivision and the intent is not for the Developer to be the enforcer.

(5) A contract purchaser shall be deemed a lot owner for purposes of these COVENANTS, CONDITIONS, AND RESTRICTIONS.

(6) That the restrictions and servitudes imposed hereby shall run with the land and shall bind the present owners, their heirs, administrators, executors, and assigns and all persons claiming through or under them until January 1, 2017, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by two thirds of the then owners of the lots has been recorded agreeing to change said covenants in whole or part.

ADOPTION

This Declaration of Covenants, Conditions, and Restrictions Relating to Land for Canyonridge Estates Subdivision, is adopted in the City of Newport, Lincoln County, Oregon, by the Developer:

Canyon View Estates, LLC

Robert B. Cavell

By: Robert B. Cavell Date: 8/8/08

Its: Managing Member

STATE OF OREGON)
County of Mason) ss.

This instrument was acknowledged before me on August 8, 2008 by Robert B. Cavell as Managing Member of Canyon View Estates, LLC.

Cindy Morse
Notary Public for Oregon
My Commission Expires: 8/8/09

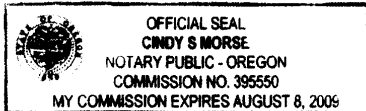


Exhibit A

Lots 1 – 13 Canyonridge Estates, County of Lincoln, State of Oregon