

RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HIGH DESERT ESTATES SUBDIVISION

THIS RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is executed to be effective as of the 18th day of April, 2009, by the High Desert Estates Homeowners Association, an Oregon Nonprofit Corporation.

RECITALS

A. Declarant is the membership of the High Desert Estates Subdivision through its Board of Directors, located in Crook County, Oregon.

B. Declarant previously executed and caused to be recorded those certain Declaration of Covenants, Conditions and Restrictions for High Desert Estates Subdivision Phase I, recorded October 19, 1992; Phase II, recorded November 23, 1993; Phase III, recorded January 25, 1996; Phase IV, recorded July 28, 1998; Phase V, recorded July 23, 1999; and Phase VI, recorded November 27, 2000, in Crook County, Oregon.

C. Declarant desires to execute and Record this Restated Declaration of Covenants, Conditions, and Restrictions for High Desert Estates, in substitution for and in the full place and stead of the Original Declarations.

D. Declarant desires to combine individual Phase Covenants, Conditions and Restrictions for Phases I through VI as all Phases have been duly platted, developed and recorded, and the High Desert Estates Subdivision is considered as complete.

E Declarant desires to combine all Phases Covenants, Conditions and Restrictions for ease of distribution to members and for ease of execution for the Board of Director's.

NOW, THEREFORE, Declarant hereby declares, covenants and agrees as follows:

ARTICLE I

No lot shall be used except for single family residential purposes. No residence shall be constructed with less than 900 square feet of living space and must be constructed as to meet Crook County Building Codes.

ARTICLE II

Double wide mobiles and double wide manufactured homes will be permitted only if containing at least 900 square feet or more, and must be at least 20 feet in width; not more than 5 years old when placed on lot; and shall be kept in good condition and to remain compatible with other homes in the subdivision. All mobile homes must be placed upon a permanent foundation in compliance with Crook County Code; and equipped with metal or painted skirts from mobile home to ground within three (3) months after placement on property.

ARTICLE III

No trailer, camper or outbuilding shall be used at any time as a residence except for a period not to exceed one (1) year during construction of a permanent residence on said lot.

ARTICLE IV

No noxious or offensive 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.

ARTICLE V

No garbage, inoperable vehicles, or other miscellaneous scrap shall be kept on the property.

ARTICLE VI

No building, mobile home or any other structure shall be built or placed closer than 50 feet from the front and back property lines and a minimum of 10 feet from the side lot lines.

ARTICLE VII

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 they are not kept, bred or maintained for any commercial use.

ARTICLE VIII

Water will be furnished to each lot at or near the lot line and each owner agrees to receive water from the system supplying High Desert Estates, and agrees to pay installation cost of water line from meter to dwelling. Each owner agrees to pay a monthly rate for water. Said rates shall be reasonable and comparable with rates of similar systems.

Water supply is of good quality meeting all the requirements of County Health Standards, but there can be no continuing guarantee as to the quantity and/or quality of the water.

Water usage shall be kept to the necessities for a single family home with an allowance for a small yard and small garden area. Water consumption shall be kept to 11,220 gallons or less. Water storage will be provided in an amount sufficient to backup all dwellings for at least one day.

ARTICLE IX

The Fire Safety Booklet and Guidelines furnished by all of the public forest protections agencies is furnished with each contract. It is highly recommended that each property owner read and follow the suggestions in the booklet for their own and adjacent property owner's safety and well being.

ARTICLE X

No trees may be removed from the property except for clearing space for a dwelling or removal of dead or dangerous trees.

ARTICLE XI

Roof and exteriors of buildings shall be of resistant materials such as asphalt-rag felt-roll roofing, tile, slate, asbestos cement shingle, sheet metal, aluminum or fire retardant treated wood shingles.

ARTICLE XII

No firearms are to be discharged within High Deserts Estates Subdivision.

ARTICLE XIII

No lot shall be altered or changed in terrain without the prior written consent from the High Desert Estates Homeowners Association. No rocks, gravel or cinders shall be removed or excavated from the property for commercial use. The elevation of a parcel shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots.

ARTICLE XIV

Easements for all utilities as necessary are granted on each lot.

ARTICLE XV

All Residences, dwellings, and other outbuildings shall comply with Crook County Building Code.

ARTICLE XVI

This area is deer range, and all property owners are being made aware of this by these covenants. If the deer are a nuisance it is the owners' responsibility to fence them out to restrict their movement. We don't encourage this unless absolutely necessary.

ARTICLE XVII

Lots 61 through 69, Lots 121 through 128, and Lots 157 through 161 will allow only single story dwellings or out buildings not to exceed 16 feet in height, measured from the center line of the street to a point 50 feet from the front property line. This is to protect the view from adjacent lots.

ARTICLE XVIII

No water supply system will be developed on individual lots. (For the purposes of these Restated Covenants, Conditions and Restrictions, current property owners in Phases I and II are grandfathered in and this restriction, which was not included in the original filings of their CC&Rs, does not apply until their property is sold).

ARTICLE XIX

For the purpose of these restrictions, the term Nuisance shall be defined as any activity or condition violating the provisions of these restrictions. In the event that any owner of any property in the High Desert Estates Subdivision shall fail or refuse to keep his premises free from nuisances, then the Home Owners Association may enter upon such property and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such removal, a Lien shall arise and be created in favor of the Home Owner's Association and against such property for the full amount chargeable to such property, and such amount shall be due and payable within thirty (30) days after the owner is billed therefore.

ARTICLE XX

The above Restated Covenants, Conditions and Restrictions are to run with the land and shall be binding upon all parties and persons owning property within the fore described property and their future grantees, assigns, heirs, and successors. They shall remain in effect for a period of twenty (20) years unless changed or amended by the Home Owner's Association, other than the granting of a variance, which shall be left to the committee of the Home Owner's Association. Any change