

94-02635

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HUGLIN DEVELOPMENT

THIS DECLARATION, to be effective upon its recording in Deschutes County, Oregon, is made and executed this 11th day of November, 1993, by MARK L. HUGLIN (hereinafter "Declarant").

Declarant is the owner of certain real property in Deschutes County, Oregon which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter "Property").

Declarant has deemed it desirable for the preservation of the value and desirability of the lots on the Property to subject the Property to the following covenants, conditions and restrictions.

NOW, THEREFORE, the Declarant hereby declares that each lot on the Property as and when it is separately platted, shall thereafter be sold, conveyed, owned and occupied subject to the provisions of this Declaration. Each person or entity, upon acceptance of a deed or land sale contract to purchase, covenants and agrees to comply with the provisions of this Declaration.

1. Building and Use Restrictions

1.1 No residence shall be constructed of less than 1200 square feet of living area, exclusive of garage, porches and outbuildings.

1.2 No building shall be constructed on any acreage or any portion thereof which shall be nearer than fifty feet from front property line and thirty feet from any interior lot line. For the purpose of these restrictions, eaves, steps and porches shall be considered as part of the building.

1.3 No basements, shacks, garages or other outbuildings constructed or placed upon said acreage shall at any time be used as a temporary or permanent residence -- except a travel trailer may be used as a temporary residence while a permanent residence is being constructed -- but such temporary residence shall be limited to a period not to exceed six months.

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Rt 2 Box 284
Crescent, OR 97113

1.4 All residences, dwellings and other outbuildings erected shall be placed on a continuous foundation.

1.5 All dwellings shall have an individual sewage disposal system installed and constructed in compliance with the requirements of the State Sanitary Authority or Health Authority having jurisdiction. All sewer and water lines shall be covered to blend with the natural terrain.

1.6 No noxious or offensive trade or activity shall be carried on upon any acreage or portion thereof, nor shall anything be done thereof which may be or may become an annoyance to the neighborhood. No swine will be allowed.

1.7 No acreage shall be used or maintained as a dumping ground for rubbish, trash, wrecked vehicles or other waste. Any normal accumulation of garbage or waste shall be kept in sanitary containers at all times.

1.8 All permanent structures must be on-sight constructed. No mobile home, trailer houses, vans or other manufactured structure can be placed on the property except for motor homes, campers and travel trailers for use primarily off the property.

1.9 All utilities, i.e., cable, electric, phone, etc. shall be underground, in keeping with the overall aesthetics of the original development.

2. Filling and Removing

2.1 No rock, gravel or cinders shall be excavated or removed from any property for commercial uses.

3. Nuisances

3.1 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 developed area shall fail or refuse to keep his premises free from nuisances, then the developer or the majority of the owners may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such a removal, a lien shall arise and be created in favor of the developer or the majority of property owners and against such parcel for the full amount chargeable to such parcel and such amount shall be due and payable within thirty (30) days after the owner is billed therefor.

4. Easements

4.1 Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements no structure, fencing or other material shall be placed or permitted to remain within the easement right of way. Easement areas of each lot and all improvements shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

5. Duration

5.1 The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a written instrument executed and duly recorded by the then record owners of at least sixty percent (60%) of all lots on the Property.

6. Amendment

6.1 The Declaration may be amended from time to time by a written instrument executed and duly recorded by the then record owners of sixty percent (60%) or more of all lots on the Property.

7. Enforcement

7.1 Each and all provisions of this Declaration may be enforced by the owner of any lot on the Property, including Declarant. In any action for enforcement, the prevailing party shall be entitled to its reasonable attorney's fees set by the court or courts at trial and on any appeal.

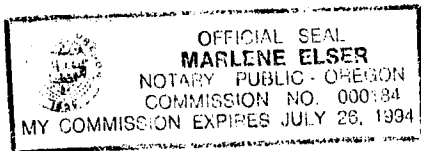
7.2 The failure to promptly enforce any of the covenants or restrictions shall not bar their enforcement. The invalidation of any or more of the covenants or restrictions by any court of competent jurisdiction shall not affect any of the other restrictions or covenants, and they shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first above written.

Mark L. Huglin
Mark L. Huglin, Developer/Owner

STATE OF OREGON)
) ss.
County of Multnomah)

On this 11th day of November, 1993, before me personally appeared the above-named Mark L. Huglin, who acknowledged the foregoing instrument to be his voluntary act and deed.



Marlene Elser

Notary Public for Oregon
My Commission Expires: 7/26/94

EXHIBIT A

PARCEL I:

Lot Nineteen (19), in Block One (1), of CANYON RANCH ESTATES, No. 2, Deschutes County, Oregon.

PARCEL II:

The Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) and all of the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4), except the East 594 feet of Section Thirty-one (31), Township Fourteen (14) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon. ALSO EXCEPTING that portion of the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of said Section 31, lying North and West of Helmholtz Road. ALSO EXCEPTING that portion of the herein described property lying within the plat of CANYON RANCH ESTATES NO. 2.

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

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:

94 JAN 19 PM 2:35

MARY SUE PENHOLLOW
COUNTY CLERK

BY: T. Moore DEPUTY
NO. 94-02635 FEE 25.00
DESCHUTES COUNTY OFFICIAL RECORDS