

**VOL: 2000 PAGE: 42228**  
**RECORDED DOCUMENT**

STATE OF OREGON  
COUNTY OF DESCHUTES



\*2000-42228 \* Vol-Page

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**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: Oct. 19, 2000; 11:01 a.m.

RECEIPT NO: 27462

DOCUMENT TYPE: Planned Community  
Subdivision Declaration

FEE PAID: \$56.00

NUMBER OF PAGES: 6

A handwritten signature in cursive script that reads "Mary Sue Penhollow".

MARY SUE PENHOLLOW  
DESCHUTES COUNTY CLERK

2010. 42-228-1

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR HIGH DESERT VILLAGE, Deschutes County, State of Oregon**

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**DECLARATION**

THIS DECLARATION is made this 10<sup>th</sup> day of OCTOBER, 2010, by CASCADE DEVELOPMENT CORPORATION, a registered Oregon Corporation, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of certain real property in the County of Deschutes, State of Oregon, which is more particularly described as follows: **High Desert Village**, a duly recorded subdivision within Deschutes County, State of Oregon;

AND WHEREAS, Declarant will convey said property subject to certain protective covenants, conditions, restrictions, easements, liens, and charges for the benefit of said real property and its present and subsequent owners as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the said property is and shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said real property. These easements, covenants, restrictions, reservations, and conditions shall constitute covenants to run with the land and shall be binding on all persons claiming under them and having or acquiring all limitations upon each owner thereof, and his heirs and assigns if an individual, or its successors and assigns if a partnership or corporation.

FIRST AMERICAN TITLE  
INSURANCE COMPANY OF OREGON  
P.O. BOX 383  
BEND, OR 97709

2000.43228.2

**ARTICLE I**  
**Definitions**

1. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat of **High Desert Village** with the exception of dedicated rights-of-way.
2. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties including contract buyers but excluding those having such interest merely as security for performance of any obligation.
3. "Declarant" shall mean and refer to **CASCADE DEVELOPMENT CORPORATION** and its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from Declarant for the purpose of development.
4. "Residence" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling, together with attached or detached garage, as the case may be, and the patios, porches, or steps annexed thereto.
5. "Declaration" shall mean and refer to the **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** applicable to the properties as executed by Declarant on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and all subsequent phases at **High Desert Village**.

2000.42228.3

## ARTICLE II Restrictions

The following restrictions shall apply to the occupancy and use of said real property and shall be for the benefit of and limitations upon all present and future owners and authorized users of said property.

1. No lot shall be used except for residential purposes. No shop or store for business purposes shall be allowed on the property. No structure of a temporary character including trailer, tent, shed, basement, garage, or other outbuilding shall be used for residential purposes on any lot, either temporarily or permanently. Model homes may be used as sales offices for up to twenty-four (24) months after recording of the subdivision plat.
2. The residence square footage, excluding garage, shall contain a minimum of 1,050 square feet. A two (2)-story dwelling must contain at least 1,200 square feet, excluding garage. Each lot shall contain a two (2)-car garage which shall be attached.
3. All manufactured homes shall be 1999 models or newer.
4. All driveways are to be paved or concrete.
5. The roof shall be constructed of architectural composition shingles. The roof pitch shall be no flatter than 3.5 and 12. Minimum eave overhangs shall be six (6) inches on all sides and ends.
6. Each lot shall, at times, be provided with a paved off-street parking space not less than twenty (20) feet in length from the front line to the garage entrance.
7. Setbacks shall conform to governmental regulations with variances allowable when approved by the regulating body.
8. No signs shall be permitted except those allowed by the City of Bend for residential areas. Signage pertaining to the development and sales of **High Desert Village** shall be permitted for up to twenty-four (24) months from the recording of the subdivision plat.
9. As each lot is improved, a sidewalk (to City of Bend standards) shall be constructed along its entire street frontage as part of that lot's improvements.
10. Paint colors are to consist of one (1) body color and one (1) accent color, preferably in earth tones.
11. All buildings constructed must be completed within six (6) months from the date construction is commenced.

2000: 42228.4

12. No vehicles shall be parked on the sidewalk or in the nondriveway portion of the front yard. No disabled vehicles shall be parked in the streets or in any driveway within **High Desert Village** for more than five (5) days. Parking of trucks larger than one (1) ton shall not be allowed in any lot. Outdoor storage of garbage, trash, agricultural machinery, lawn mowers, building materials, toys, furniture, appliances, automotive parts, garden equipment, boats, trailers, motor homes, or like equipment is not permitted in the front yard or within direct view from any street. Covering with a tarp or in a garbage can is not considered to be out of sight. Trash, garbage, or other wastes shall not be kept except in sanitary containers.
13. No heavy equipment such as dump trucks or backhoes shall remain parked on streets within **High Desert Village** on Saturdays and Sundays during house construction unless work is actually being performed on those particular days. Materials shall not be stockpiled in the streets. The intent of this provision is to maintain the appearance of **High Desert Village** for potential house buyers on Saturdays and Sundays.
14. All front yards shall be landscaped within sixty (60) days—weather permitting—and in no instance more than one hundred eighty (180) days after the date of completion of the residence, including city ordinance requirements for street trees. Landscaping must be maintained on a regular basis.
15. Any fences shall be not more than six (6) feet high and constructed with vertical cedar wood material (natural or stained), vinyl (natural wood tones or white), or masonry products.
16. Upon completion of the on-site improvements and prior to occupancy, a fence shall be constructed parallel to the street, extending from the side property lines to the home and/or garage. If the adjacent lots have fencing in place, then such fences shall meet.
17. Lots 1, 2, 29, 30, 31, and 32 are exempt from Restrictions 2 and 5, Article II.

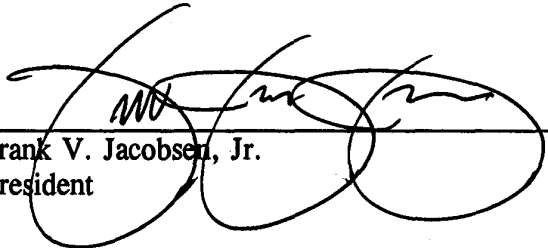
**ARTICLE III**  
**General Provisions**

1. **Enforcement.** Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, and charges now or hereinafter imposed by the provisions of this declaration. Failure 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.
2. **Severability.** Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
3. **Amendment.** The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any lot subject to this Declaration and their respective legal representatives, heirs, successors, and assigns for a term of two (2) years from the date of this Declaration's recording in the Deed Records of Deschutes County, after which time said successive periods of five (5) years. The covenants and restrictions of Article II may be amended or revoked by an instrument signed by not less than seventy-five (75) percent of the lot owners. Any instruments affecting a revocation or any amendment of this declaration must be properly recorded in the Deed Records of Deschutes County, Oregon.

2000. 42228.6

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has hereto set its hand and seal this 10<sup>th</sup> day of October, 2000.

CASCADE DEVELOPMENT CORPORATION

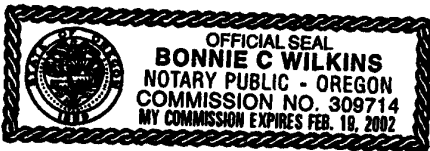
  
\_\_\_\_\_  
Frank V. Jacobsen, Jr.  
President


**HIGH DESERT VILLAGE ACKNOWLEDGEMENT  
OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

STATE OF OREGON            )  
  ) ss.  
County of Deschutes        )

On this 10<sup>th</sup> day of October, 2000, personally appeared before me **Frank V. Jacobsen, Jr.**, who being duly sworn states he is President of Cascade Development Corporation, the above-named Corporation; that the foregoing instrument was signed and sealed on behalf of said Corporation; and he acknowledged said instrument to be the voluntary act and deed of said Corporation. Mr. Jacobsen is personally known to me to be the person whose name is subscribed to this instrument, and I acknowledge that he executed the same.

Before me:



  
\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: 2-19-02