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\$80.00 \$11.00 \$20.00 \$10.00 \$6.00 **\$148.00**
\$21.00
I, Nancy Blankenship, County Clerk for Deschutes County, Oregon,
certify that the instrument identified herein was recorded in the Clerk
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Nancy Blankenship - County Clerk

**RETURN TO WESTERN
TITLE & ESCROW**

After recording Return to:
Robinson + Owen Investments LLC
750 Buckaroo Trail
Sisters OR 97759

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HIGHLAND VILLAGE**

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**HIGHLAND VILLAGE
COVENANTS, CONDITIONS AND RESTRICTIONS
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**DECLARATION OF
HIGHLAND VILLAGE
COVENANTS, CONDITIONS AND RESTRICTIONS**

These Covenants, Conditions and Restrictions are made this 9th day of May, 2016 by Robinson & Owen Investments, LLC, hereinafter referred to as "Declarant", as developer and owner of the real property in the City of Sisters, Deschutes County, State of Oregon, described as HIGHLAND VILLAGE, Section 9, Township 15 South, Range 10 East, WM, Lots 1 through 24 (with Lots 1 through 4 being townhomes and Lots 5 through 24 being single family homes) as recorded in the Deschutes County Records.

The property described above is hereby subject to these Covenants, Conditions and Restrictions and will be known as HIGHLAND VILLAGE.

HIGHLAND VILLAGE is being developed as a residential community. Except where this Declaration for HIGHLAND VILLAGE conflicts with any applicable federal, state, county, local or municipal laws or regulations, 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 a more restrictive standard or requirement set by an applicable zoning ordinance of the City of Sisters, the more restrictive standard or requirement of the applicable City of Sisters ordinance shall control.

Section 1. DEFINITIONS.

1.1 HIGHLAND VILLAGE

The term "HIGHLAND VILLAGE" shall mean all of the real property now or hereinafter made subject to this Declaration.

1.2 HIGHLAND VILLAGE – Vision Concept.

To ensure HIGHLAND VILLAGE is developed and maintained to the highest practical aesthetic standards, the Declarant has adopted this Declaration, and the Architectural Review Committee (ARC) may establish additional Architectural Rules and Guidelines consistent with this Declaration.

HIGHLAND VILLAGE does have a particular architectural theme. All of the buildings and landscapes within HIGHLAND VILLAGE are to be built as a Cabin style structure. High standards for design and construction will ensure architecture and landscapes that are considerate to the site and to surrounding buildings. The Architectural Guidelines section specifically addresses design and architectural objectives.

1.3 Declarant.

The term "Declarant" shall mean Robinson & Owen Investments, LLC the owner of the entirety of HIGHLAND VILLAGE on the date of recording of this Declaration or any successor or assign that acquires all of Declarant's remaining interest in the Lots or that is specified as a successor Declarant by recorded assignment.

1.4 Architectural Review Committee (ARC)

The term ARC shall mean the group of individuals responsible for implementing, interpreting, and enforcing the Architectural Rules and Guidelines and these Conditions, Covenants and Restrictions. (See Section 8).

1.5 Lot.

The term "Lot" shall mean each lot described on a subdivision plat or partition map or any alteration there of as may be made by a valid lot line adjustment.

1.6 Declaration.

The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for HIGHLAND VILLAGE.

1.7 Homesite.

The term "Homesite" shall mean a Lot as defined herein.

1.8 Owner.

The term "Owner" shall mean and refer to either all holders of fee title to a Lot or any person entitled to possession pursuant to a contract of sale.

1.9 Improvements.

The term "improvements" shall include, but not be limited to any buildings, driveways, parking areas, walkways, fences and barriers, retaining walls and stairs, decks, entry pillars, hedges, windbreaks, planting, planted trees and shrubs, signs, storage areas and all other structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface.

For the purpose of ARC review, improvements will be broken into two categories: "initial improvements" and "later improvements". Initial improvements will be constructed within the first year of home construction, while later improvements will be constructed after the first year of home construction. The term "improvements" will cover both instances.

1.10 Streets.

The term "Streets" shall mean any street or other thoroughfare within HIGHLAND VILLAGE 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, land, circle, alley, or otherwise.

1.11 Fence.

The term "fence" shall mean a structural barrier which separates one space from another; which is used to define property boundaries, or which is constructed for ornamental purposes.

Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND VILLAGE.

2.1 General Declaration Creating HIGHLAND VILLAGE.

Declarant hereby declares that all the real property located in Deschutes County, Oregon, known as "HIGHLAND VILLAGE" under plat recorded on September 14, 2015 as Instrument No. 2015-37880, shall be encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to the Declaration. All of the restrictions set forth herein are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions and Restrictions of HIGHLAND VILLAGE run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners and their successors in interest as set forth in this Declaration.

Section 3. ARCHITECTURAL CONTROLS.

3.1 Approval Required.

No initial improvement, as defined in paragraph 1.9 above, shall be erected, placed, altered, maintained, or permitted to remain on any land subject to the Declaration until final plans and specifications have been submitted to and approved by the ARC. Later improvements may be approved more informally by any means deemed acceptable to the ARC.

3.2 Procedure.

Any Owner proposing to construct any improvements within HIGHLAND VILLAGE (including any exterior alteration, addition, destruction, or modification to any such improvement) shall follow the procedures and shall be subject to the approvals required by paragraphs 3.3 through 3.7 below. Failure to follow such procedures or obtain such approvals as required by paragraphs 3.3 through 3.7 below shall be deemed a breach of this Declaration.

3.3 Required Documents.

Any Owner proposing initial improvements to utilize or improve real property within HIGHLAND VILLAGE shall submit the following items for review:

A site plan showing the location, size, configuration, and layout of any building, structure, or improvement (or, where applicable, any alteration, addition, modification, or destruction thereto) including appurtenant facilities for parking, storage, and fences. The scale of plans shall be 1 inch = 20 feet or larger.

Architectural plans and drawings showing the nature, style, and dimensions of any building, structure, fence, wall, barrier or deck (or, where applicable, any alteration, addition, modification or destruction thereof), including the exterior material types, colors, and appearance. The scale of plans shall be ¼ inch = 1 foot or larger.

Please refer to the Architectural Rules and Guidelines for additional documents that may be required.

3.4 Review.

All plans and drawings identified in paragraph 3.3 above shall be submitted to the ARC for review prior to the performance of any proposed work. Such plans and drawings shall be accompanied with a check payable to the Declarant in the amount of \$200.00. No plans shall be reviewed until the architectural review fee is paid in full and ALL items noted on the Plan Review Checklist have been submitted and addressed by the applicant. The ARC shall review the plans and shall inform the Owner in writing whether the plans conform to the development concept for the HIGHLAND VILLAGE. In the event any of the plans do not conform to the HIGHLAND VILLAGE development concept, the Owner shall resubmit those non-conforming portions of the plans for review in accordance with the procedures outlined in paragraph 3.3 above, and this paragraph. No work may be performed relating to any improvement unless and until all aspects of all plans required under paragraph 3.3 above have been approved by the ARC.

3.5 Architectural Guidelines.

The development concept for the HIGHLAND VILLAGE shall be determined by the ARC in accordance with applicable statutes, ordinances, regulations, zoning and other governmental land use controls. Architectural Rules and Guidelines setting forth various aspects of the development concept, in addition to and consistent with this Declaration, may be published and revised from time to time by the ARC, but the ARC shall not be required to do so. The ARC shall have the right to alter, rescind or amend any published Guidelines without prior notice to any given party; provided however, that once approval has been given pursuant to paragraph 3.4 above, work may proceed in accordance with the approved plans

and drawings notwithstanding any changes in the development concept. All such Guidelines shall be in general conformity with this Declaration.

3.6 Inspection.

All work related to any building, structure or improvement or any landscaping, vegetation, ground cover or other improvements within HIGHLAND VILLAGE shall be performed in strict conformity with the plans and drawings approved under paragraph 3.4 above. The ARC shall have the right to stop all work if it believes that any such work is non-conforming. In the event that it is determined by the ARC that certain work is non-conforming, a stop work notice may be issued, without necessity of court order, which shall require the Owner to correct all non-conforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction for any such non-conforming items shall be deemed a breach of the Declaration. The ARC and any officer, director, employee, or agent of the ARC shall not be responsible for any damages, loss, delay, cost or legal expense occasioned through a stop work notice even it is ultimately determined that such work was in conformity with the approve plans and drawings.

3.7 Waiver.

Any condition or provision of paragraph 3.2 through 3.6 above may be waived by the ARC in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for HIGHLAND VILLAGE set forth in this Declaration. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedures and approvals specified under paragraphs 3.2 through 3.6. The granting of a waiver as to one Owner shall not automatically entitle any other Owner to the waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representative of the ARC and delivered to the party claiming the benefit of such waiver.

Section 4. RESTRICTIONS.

4.1 Access to Property.

No other private properties may be used for access or parking without that Owner's written permission.

4.2 Antennas.

Television antenna, radio antenna, satellite antenna or other receiving or transmission devices must have ARC approval before installation. 18" or less in diameter satellite dishes may be installed without ARC approval.

4.3 Appearance.

All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus, heat pumps, air conditioners, and other service facilities located on a Lot shall be screened from view of neighboring Lots at each side and streets as determined by a level 5' high site line and, are subject to approval by the ARC.

4.4 Chimney/Masonry

All exterior chimneys must be of wood, stone, textured masonry, or brick. Flues, caps and shrouds shall be painted to blend with roof colors, or body or trim colors as appropriate. Every home must have at least 5% of the exterior of the sides' square footage covered with masonry materials. Entry pillars and walls can be used for this 5% . BBQ stone work can not.

4.5 Clothes Drying Area.

No portion of any Lot shall be used as a drying or hanging area for laundry of any kind where it can be viewed from any front street.

4.6 Driveways and Walkways.

Allowed materials for driveways include concrete, concrete pavers and asphalt. Owners are responsible for repair of all driveway cuts, concrete breakage of curbs, sidewalks or sidewalk aprons. The Declarant or the ARC will monitor and provide written documentation to the offending Owner. All repairs must be completed within ten (10) working days from receipt of written notification from the Declarant or the ARC.

4.7 Exterior Colors and Materials.

All exterior colors and materials including those for trim windows and doors are subject to approval by the ARC. Submitted plans must clearly indicate the locations of all proposed exterior colors. Samples may be standard manufacturer's paint chip sample board for the purpose of representation. Use of muted, earth related tones such as brown, green, dark red, and grey tones, and natural wood colors is encouraged. Exterior siding materials can be wood, hardee plank, LP siding, and shakes or shingles as long as the overall concept is to achieve a cabin style appearance from all sides of the home. Other colors and manufacturers of siding materials may be approved by the ARC. All exposed exterior metals (including vent pipes, fireplace flues and flashing), PVC vents and plumbing pipes must be painted to match or blend with exterior house colors or roofing. This includes the gas furnace and gas fireplace exhausts. These metals should be located on roof areas away from view at the main front street. All exterior mechanical equipment shall be centralized and screened from view.

4.8 Exterior Lighting.

No exterior lighting shall be placed on a lot or any portion thereof without approval by the ARC. The light sources must be screened from direct viewing.

4.9 Fences and Walls.

No fences, except as shown on Diagram A, shall be placed on any Lot or any portion thereof without approval by the ARC. No fences will be allowed in front yards. The front yard is defined as the area between the street right-of-way line and the closest portion of the structure. If the structure has varied setbacks, the setback closest to the proposed fence line will be used as the guideline.

4.10 Garbage and Recycling Pickup.

Garbage and recycling pickup is anticipated to be along the curb. Containers will be allowed to be out the night before pickup and must be placed back in the screened area the evening of pickup.

4.11 Heating/Cooling Systems.

Any exposed solar heating system must be approved by the ARC. All exterior elements of heating and/or cooling systems shall be out of the direct view of neighboring homes and concealed from street view, as determined by a level 5' high site line.

4.12 Improvements.

Each Lot within HIGHLAND VILLAGE shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard.

Each Owner shall attempt to preserve as many trees on each lot as possible. Installation of underground sprinkler systems for the front lawn of a home is mandatory if lawn is installed.

4.13 Landscaping.

All new landscaping must have ARC approval.

All disruption of the natural landscape must be repaired within 90 days. New landscaping must be completed within 90 days of occupancy. During the winter, a 60-day extension may be granted by the ARC.

Landscaping that blends with the natural surroundings is encouraged. The Lots in HIGHLAND VILLAGE are small and the landscaping around the entire building must be completed with the construction of the home. The use of trees or high shrubs can be used for the purpose of fencing or separations from outside areas around patios. Minor additions to landscaping such as planting a tree or flowers do not require ARC approval.

4.14 Limitation on Shared Ownership.

No Owner shall transfer either by conveyance, contract of sale or lease any interest in his or her Lot which would result in ownership of such Lot being held by more than four (4) individuals and/or entities.

4.15 Livestock, Poultry and Pets.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any HIGHLAND VILLAGE Lot except dogs, cats or other common household pets. No commercial breeding of any animal is allowed.

All HIGHLAND VILLAGE home sites are within the City limits of Sisters and resident animals are subject to any City of Sisters leash laws. Animal nuisance ordinances are also in effect for barking and trash strewing dogs. If an animal is off the Owner's Homesite, it must be on a leash.

4.16 Nuisances.

No obnoxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be an annoyance or nuisance to the other Owners. Boundary fences, if any, walls and hedges must be kept in good condition and repair. Lawns must be cut sufficiently and maintained year round so that they do not become eyesores and detrimental to the values of other Lots. Trees and shrubs that encroach on any other Lot shall be trimmed and pruned if they are a nuisance to neighbors.

4.17 Occupancy.

Homes on HIGHLAND VILLAGE Lots 16, 17, 18, 19, and 20 can be used for the purpose of overnight stays or Travelers Accommodations. All other HIGHLAND VILLAGE Lots and homes shall not be used for any purpose other than a private residence for the Owner, their family or their guests, except that each Owner shall be permitted to rent the home when the Owner is not in occupancy. The rental period shall not be less than one month. Overnight stays, Travelers Accommodations and home rentals must comply with applicable laws and regulations. Home occupations will be allowed to the extent permitted under the City of Sisters Zoning Ordinance (as it may be amended).

4.18 Outside Fixtures.

No recreational equipment, such as a basketball hoop or play structure, is allowed in any street. Children's play structures are only allowed in the rear of a home. Storage items must be screened from street with an approved fence.

4.19 Parking.

No parking on any Street shall be allowed of any horse trailer, travel trailer, commercial 18-wheeler, tractor, boat trailer, camper, or incapacitated motor vehicle. Boats, trailers, buses, motor homes, commercial vehicles, trucks larger than one(1) ton, recreational vehicles, disabled vehicles or other similar vehicles shall not be parked or stored on any Lot in a position that is not screened by an approved fence.

No parking will be allowed at any time on the park strips. Parking will be limited to improved areas that consist of concrete or pavers in front of the home. It is each Owner's responsibility to see that their guests, invitees, and lessees abide by this condition. All disabled vehicles must be stored as provided above. No vehicle shall be parked in a Street for more than 48 hours at a time. All temporary parking (less than 48 hours) must be in a Street, in front of the garage or other improved area designated for parking. All other parking of vehicles will be considered storage and must meet the guidelines set forth for storage as provided above.

4.20 Roofs.

All roof and roofing materials shall be limited to asphalt or metal. No wood, shake-shingle or other highly combustible roof materials will be allowed. Roof materials shall be of earth related colors. Colors shall not be bright or reflective.

4.21 Sidewalks.

Owners are responsible for clearing the sidewalks on their Lots of snow and debris.

4.22 Structures and Outbuildings.

No house trailer, manufactured home, modular home, mobile home, tent, shack, barn or other similar outbuildings or structure, whether permanent or temporary, shall be erected or placed on any Lot. No portable storage units shall be allowed.

Section 5. DECLARANT'S IMMUNITY.

The Declarant has a non-exclusive right and power to enforce these Covenants, Conditions and Restrictions, but the Declarant does not have the legal obligation to enforce or attempt to enforce the provisions hereof. In the event the Declarant refuses, neglects, fails or is negligent in enforcing or attempting to enforce these Covenants, Conditions and Restrictions, there shall not exist or be created any cause of action or claim against the Declarant, and each Owner or any person or entity claiming by, through or from an Owner hereby releases the Declarant from and against any claim arising in connection with the development of HIGHLAND VILLAGE or related to the Declarant's acts or omissions in preparing, filing or enforcing these Covenants, Conditions and Restrictions, and shall be estopped from making or enforcing any such claim.

Section 6. DURATION AND AMENDMENT OF THIS DECLARATION.

6.1 Duration.

The Covenants, Conditions and Restrictions of HIGHLAND VILLAGE shall remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject hereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty (30) years from the date this Declaration is recorded. However, unless within one (1) year from the date of said termination, there shall be recorded an instrument directing the termination of this Declaration signed by the Owners of not fewer than seventy-five percent (75%) of the Lots then subject to the Declaration, this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless within one (1) year prior to the expiration of such period the Covenants, Conditions and Restrictions for HIGHLAND VILLAGE are terminated as set forth in this paragraph.

6.2 Amendment.

This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended with written consent of the Owners of at least seventy-five percent (75%) of the Lots subject to these Restrictions and with the written consent of any lender to the Declarant. Each Lot in the subdivision is allowed one vote. Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

Section 7. ENFORCEMENT.

7.1 Enforcement.

The Declarant or any Owner shall have the right, but not the obligation, to enforce all the provisions of these Covenants, Conditions and Restrictions and/or any that may hereafter be enacted. Failure to enforce a provision shall not be deemed a waiver of a continuing violation or any similar violation.

7.2 Arbitration.

Any and all disputes, whether legal or equitable, arising directly or indirectly from the rights and obligations conferred hereby shall be resolved by binding arbitration. The parties to such a dispute shall agree upon an arbitration procedure and an arbitrator with ten (10) days of a request by one of the parties. In the event the parties cannot so agree on a procedure and/or an arbitrator, then each party shall select an arbitrator and those two arbitrators shall select a third. The three arbitrators shall, by majority, establish the arbitration procedure and resolve the dispute.

The costs of the arbitration proceeding, including the arbitrator's(s') fees, shall be shared equally by the parties to the dispute. The party prevailing in the dispute shall recover from the other party or parties reasonable attorney fees. The amount of attorney fees shall be decided by the arbitrator(s) and the arbitrator's(s') decision in this regard shall also be binding upon the parties.

The arbitrator(s) shall have all the authority vested in the Circuit Court for the State of Oregon, including the authority to issue injunctions, both permanent and temporary, to award damages, and to decide procedural, evidentiary and substantive matters that come before the arbitrator(s) during the dispute resolution process.

In the event the parties or the arbitrators cannot agree on the selection of the arbitrators or the procedure to be used in the arbitration proceeding, the terms and provisions of ORS.365.300 through 365, or its successor, shall apply.

Section 8. ARCHITECTURAL REVIEW COMMITTEE

8.1 Responsibility.

The ARC shall be responsible for implementation, interpretation and enforcement of the Architectural Rules and Guidelines. The ARC or any of its members have the right to enforce the HIGHLAND VILLAGE Conditions, Covenants, and Restrictions. Each decision of the ARC made in conjunction with its responsibilities shall be conclusive, determinative, and binding upon the Owners and their agents. The ARC may enforce the Architectural Rules and Guidelines in the same manner and are subject to the same requirements, restrictions and effects as set forth in Section 7 hereof.

8.2 Liability.

In consideration of each ARC member's consent to serve on the ARC, the Owners, their successors and assigns, hereby release and forever acquit each member of the ARC from all acts and omissions performed in their capacity as ARC members. This release includes both ministerial and discretionary acts, omissions, and decisions. No member of the ARC shall be liable at law or in equity for their individual acts or omissions or the acts, omissions or decisions of the ARC as a whole.

8.3 Non waiver.

The Architectural Rules and Guidelines shall generally set forth the procedures Owners are to follow for the approval, construction, and maintenance of any improvement, landscaping, and the like on any Lot within HIGHLAND VILLAGE. Failure of the ARC to enforce a provision of this Declaration or the Architectural Rules and Guidelines shall not be deemed a waiver its right to enforce such provision in the future.

8.4 Membership.

The ARC shall initially consist of three (3) members appointed by the Declarant. Those members shall be Kevin Spencer, Jim Draper, and Michael O. Owen. By unanimous vote, the members of the ARC may designate a representative to act for it. Declarant may remove ARC members at any time during the period that Declarant has the right to appoint ARC members. In case of death, resignation or removal of any ARC member, the Declarant may appoint a successor. Neither the members or the ARC nor its designated representative shall be entitled to any compensation for services performed by said members. In the event of the deaths or resignations of all members of the ARC occurs without successors having been appointed, the Declarant shall appoint the successors.

When 90% of the homes are completed the existing ARC members shall be replaced by vote of the Owners. The Owners shall elect new members of the ARC by the vote or written consent of the Owners of a majority of the Lots. In case of the death or resignation of any member, the remaining member or members shall appoint a successor.

8.5 Decisions.

Except as otherwise provided herein, a majority of the ARC shall have the power to act on behalf of the ARC without the necessity of a meeting, provided that reasonable advance notice and opportunity to participate in the decision is given to the remaining members of the ARC. The committee shall render its decisions in writing, copies of which shall be mailed or delivered to the Owner involved

8.6 Approvals.

The ARC shall approve or disapprove plans within a reasonable time after the same have been submitted to it in writing. The ARC will not commence review of an applicant's submittal until ALL items noted on the Plan Review Checklist have been submitted and addressed by the applicant. There shall be no construction or disturbance of any vegetation on any Lot before approval is obtained by an Owner.

Approval by the ARC of any matter proposed to it shall not be deemed a waiver or a precedent impairing the ARC's right to withhold approval as to any similar matter thereafter submitted to it.

Section 9. EFFECT OF DECLARATION.

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in HIGHLAND VILLAGE and shall bind, benefit and burden each Lot in HIGHLAND VILLAGE, including any additions thereto. The terms of the Declaration shall inure to the benefit of the Owners of any Lot in HIGHLAND VILLAGE, their successors, assigns, heirs, administrators, executors, mortgagees, invitees, or any other party claiming or deriving any right title or interest or use in or to any real property in HIGHLAND VILLAGE. The restrictions set forth herein shall be binding upon all Owners, lessees, licensees, occupants and users of HIGHLAND VILLAGE and their successors in interest, 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 on May 17, 2016.

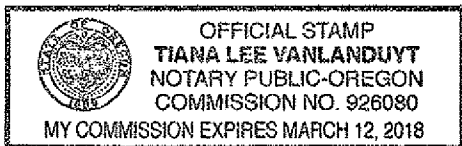
Robinson & Owen Investments, LLC

By [Signature]
Rodney L. Robinson, Member

By [Signature]
Michael O. Owen, Member

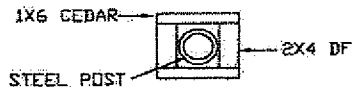
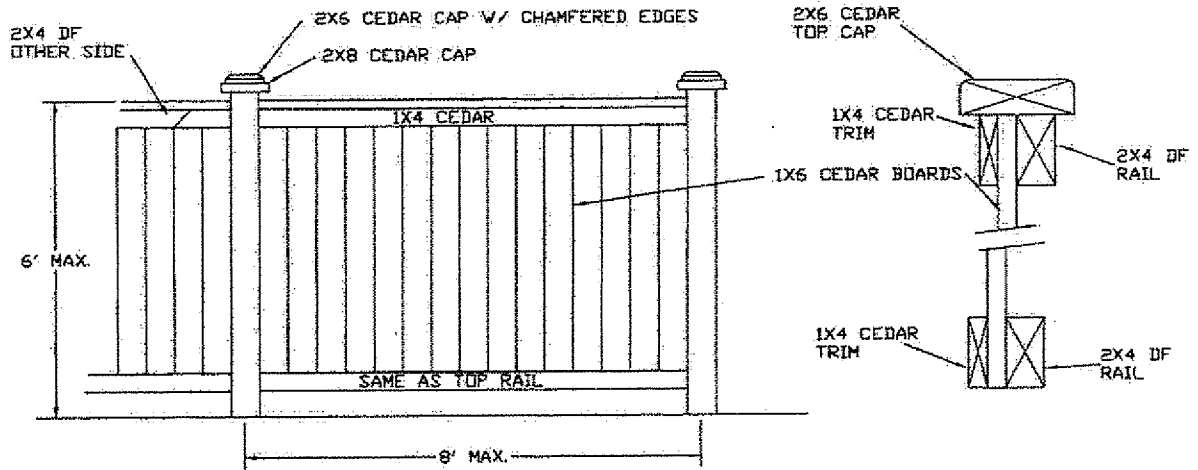
STATE OF OREGON)
)ss.
County of Deschutes)

This instrument was acknowledged before me on this 17 day of May, 2016 by Rodney L. Robinson and Michael O. Owen, as the members of Robinson & Owen Investments, LLC..

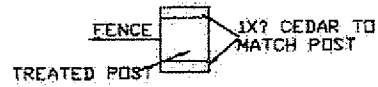


[Signature]
Notary Public - State of Oregon

DIAGRAM "A"



BOX POST
(STEEL POST)



BOX POST
(WOOD POST)

CONSENT AND AGREEMENT
by Lienholder

The undersigned is the holder of the beneficiary's/lienholder's interest with respect to the Lots described in the foregoing Declaration of Covenants, Conditions and Restrictions for Highland Village (the "Declaration") pursuant to Trust Deed recorded April 5, 2007 as Instrument No. 2007-19766, Deschutes County, Oregon Official Records, and Assignment of Trust Deed recorded February 5, 2009 as Instrument No. 2009-05122, Deschutes County, Oregon Official Records (the "Lien Instrument"). The undersigned consents to the recording of the Declaration, and agrees that foreclosure of the Lien Instrument (or deed in lieu thereof) will not terminate the Declaration. However, no amendment of the Declaration shall be valid unless prior written consent thereto by the undersigned (or its successor in interest) is given. This Consent and Agreement shall automatically terminate upon full reconveyance of the Lien Instrument.

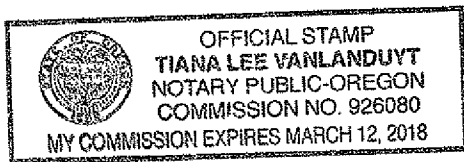
DATED effective as of the date first set forth in the Declaration.

The Nulton Family Trust u/a/d 1/08/2009

By [Signature]
Karl E. Nulton, Trustee

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing was acknowledged before me on May 9, 2016 by
Karl E. Nulton as Trustee of The Nulton Family Trust u/a/d 1/08/2009.



[Signature]
Notary Public for Oregon
My Commission Expires 3-12-18