

VOL: 2001 PAGE: 6486
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



*2001-6486 * Vol-Page

Printed: 02/12/2001 15:50:18

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: Feb. 12, 2001; 3:45 p.m.

RECEIPT NO: 31933

DOCUMENT TYPE: Planned Community
 Subdivision Declaration

FEE PAID: \$151.00

NUMBER OF PAGES: 25

A handwritten signature in cursive script, reading "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

151 160042-25

2001-6486-1

(DECLARATION OF RESERVATIONS, RESTRICTIONS AND COVENANTS)

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 323
BEND, OR 97709

NI-LAH-SHA, PHASES 2 and 3

A PLANNED COMMUNITY

This Declaration of Protective Covenants is applicable to the real property described in Exhibit A, hereinafter sometimes referred to as "real property".

WHEREAS, High Mountain Properties, LLC, an Oregon Limited Liability Company, hereinafter referred to as Declarant, is owner in fee simple of the real property described in Exhibit B; and

WHEREAS, Jane Hall Fox is the owner of Lot 1, and Ronald H. Brummett and Linda J. Brummett is the owner of Lot 2, and Larry Stoner and Vickie Stoner are the owners of Lot 13, and Dean R. Bolinger is the owner of Lot 19, and James O. Wyatt and Grace E. Wyatt are the owners of Lot 30, and Alton Newman Moody, Jr. and Lynette Durand Moody are the owners of Lot 37, and Todd Livingston is the owner of Lot 40, and Gloria Sue Ferns and Elsi I. Simpson are the owners of Lot 107, and Mary Alice Johnson is the owner of Lot 125, and Arthur H. Wright and Janice K. Wright are the owners of Lot 127, and Vera Martin is the owner of Lot 130, and Cynthia Harlowe is the owner of Lot 132, and T.G. Minkler and T. Pauline Minkler are the owners of Lot 133, and Dennis L. Sampels and Marlene K. Sampels are the owners of Lot 136, and Richard H. Brittsan and Arseal Brittsan are the owners of Lot 140, and Jon G. Clark and Barbara E. Clark are the owners of Lot 141, and June DeBeaumont is the owner of Lot 154, and JRC Homes, Inc. is the owner of Lot 14, Lot 131, Lot 134, Lot 135, and Lot 153*, and Paramount Homes, Inc. is the owner of Lot 149, Lot 150, and Lot 151, (All of said owners hereinafter are referred to as "Other Owners") and *Kelly Claxton and Carla Claxton are the owners of Lot 153

RECORDED BY FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON AS AN
ACCOMMODATION ONLY. NO LIABILITY IS
ACCEPTED FOR THE CONDITION OF TITLE
OR FOR THE VALIDITY, SUFFICIENCY, OR
EFFECT OF THIS DOCUMENT.

WHEREAS, the Declarant and Other Owners desire to declare of Public Record their intention to create certain protective covenants, conditions and restrictions in order to effectuate a general scheme of development creating benefits and obligations for the owner or owners of the real property described in Exhibit A,

NOW, THEREFORE, Declarant and Other Owners hereby declare that all of the real property described in Exhibit A shall be held, sold and conveyed subject to the ordinances of City of Redmond and County of Deschutes and any other applicable governmental ordinances, the Findings and Decision of Deschutes County, File Number CU-90-196, the Development Agreement entered into between the County of Deschutes and Ni-Lah-Sha Village Inc., the Findings and Decision of the City of Redmond, File Number MC99-03, the Development Agreement entered into between the City of Redmond and High Mountain Properties, LLC, and the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property described in Exhibit A and be binding on all parties having any right, title or interest in the real property

described in Exhibit A or any portion thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

- A. The name of the Planned community is Ni-Lah-Sha, Phases 2 and 3.
- B. The name of the County in which all of the real property in the planned community is located is the County of Deschutes. The name of the city in which all of the real property in the planned community is located is the City of Redmond.
- C. The legal description of the real property included in the planned community is Ni-Lah-Sha, Phases 2 and 3, as described in Plat No. 1999-70, Deschutes County, Oregon
- D. The number of lots in the planned community is 180.
- E. The real property that is common property is set forth in the plat for Ni-Lah-Sha, Phases 2 and 3, as described in Plat No. 1999-70, Deschutes County, Oregon.
- F. The Declarant shall have no special rights except as provided in paragraph P, below.
- G. The allocation of votes to lots shall be one (1) vote per lot, except as provided in paragraph P, below.
- H. The method of determining the liability of each lot for common expenses and the right of each lot to any common profits of the Homeowners Association shall be as follows:
 - (1) Responsibility for determining and providing maintenance, repair and replacement of the common areas of Ni-Lah-Sha, Phases 2 and 3 and determining the cost thereof shall be the responsibility of Ni-Lah-Sha Village Homeowners Association # 2 (the "Homeowners Association"), a non-profit Corporation established by the Declarant. **All owners and contract purchasers of lots in Ni-Lah-Sha, Phases 2 and 3 shall be members of the Homeowners Association.** All costs of such maintenance, repair and replacement shall be borne by the lot owners equally. Common area costs shall be assessed annually by the Homeowners Association unless a special assessment is necessary.
 - (2) Any owner failing to pay his proportionate share of any costs assessed by the Homeowners Association within thirty (30) days after it becomes due shall be liable for interest at the rate of twelve (12) percent per annum and for the cost of collection of such assessment including attorney fees in any suit or action, and any appeal thereon, and all such unpaid amounts shall become a lien on the lot or lots to which such amounts are attributable.
 - (3) All common profits of the Homeowners Association shall be allocated equally to each lot owner.
- I. The provisions for establishing a reserve account, as required by ORS 94.595, shall be as follows:

- (1) The Declarant shall establish a reserve account for replacement of all items of common property which will normally require replacement, in whole or in part, in more than three (3) and less than thirty (30) years. Said account shall be funded by assessments against the individual lots for maintenance of items for which the reserves are established. The assessments under this subsection begin accruing from the date that this document is recorded. The Declarant may defer payment of the accrued assessment for a lot under this paragraph until the date the lot is conveyed.
- (2) The reserve account shall be established in the name of the Homeowners Association. The Homeowners Association shall be responsible for administering the account, for making periodic payments into it and for adjusting the amount of the payments at regular intervals to reflect changes in current replacement costs over time.
- (3) The account may be used only for replacement of common property and is to be kept separate from assessments for maintenance. However, after the individual lot owners have assumed responsibility for administration of the planned community, the board of directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses. Funds borrowed to meet temporary expenses under this subsection must be repaid.
- (4) Following the second year after the Homeowners Association has assumed administrative responsibility for the planned community under ORS 94.616, if owners of lots representing seventy five percent (75%) of the votes of the planned community agree to the action, they may vote to increase, reduce or eliminate future assessments for the account.
- (5) Assessments paid into the reserve account are the property of the Homeowners Association and are not refundable to sellers or owners of lots. The sellers or owners of lots may treat their outstanding share of the reserve account as a separate item in the sales contract.

- J. There shall be no restrictions on the alienation of lots.
- K. The use for which each lot is intended is for residential manufactured homes.
- L. The Homeowners Association, pursuant to ORS 94.665, may sell, convey or subject to a security interest any portion of the common property.
- M. Restriction on the use, maintenance or occupancy of lots shall be as follows:

(1) LAND USE AND BUILDING TYPE

Lots shall only be used for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one manufactured home, a private garage for not less than two (2) cars, and accessory buildings. All manufactured homes, garages, and accessory buildings shall meet all applicable governmental

standards and requirements and shall be approved in writing by the Architectural Review Committee as hereinafter set forth. All manufactured homes must be installed on permanent foundations.

(2) EASEMENTS

Easements for the inspection, operation and maintenance of the STEP system including the interceptor tanks and pressure lines and the landscape sprinkler system main lines on each lot are hereby granted to the Homeowners Association, said easements to be five (5) feet on each side of the center line of said tanks and lines. Within these easements, no structure, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation, inspection, operation and maintenance of the STEP system, interceptor tanks and pressure lines. Local governmental standards shall control if they conflict with the above provisions.

(3) BUSINESS AND COMMERCIAL USE

No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any lot. The Declarant shall be permitted to maintain a sales office on any unsold lot until all lots have been sold. This provision, however, shall not be construed so as to prevent or prohibit an owner from maintaining his professional personal library, keeping his personal business or professional records of accounts, handling his personal business or professional telephone calls, or conferring with business or professional associates, clients or customers in his home.

(4) OFFENSIVE ACTIVITIES

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed upon any lot which interferes with or jeopardizes enjoyment of other lots within this subdivision.

(5) ANIMALS

Only household pets (dogs, cats, or small strictly-indoor animals) are permitted. No other animal, livestock, or poultry of any kind shall be raised, bred or kept on any lot. The combined total of dogs and cats shall not exceed two (2). Household pets may not be bred or maintained for commercial purposes and must be reasonably controlled so as not to be a nuisance. Dogs shall be confined to a lot and on a leash when walked.

(6) SIGNS

No signs are permitted on any lot except that: (a) one (1) temporary "For Sale" sign (for home or lot) is permitted on each lot and shall not exceed six (6) square feet in area and (b) temporary "political" signs are also permitted but must be removed promptly after the election. No restrictions shall be placed on Declarant's use of signs

for the sales office.

(7) PARKING

Parking of boats, motor homes, campers, snow mobiles, all terrain vehicles (ATV's), personal water craft (jet skis), dune buggies, trailers of any kind, motorcycles, trucks (excluding one ton pickups or smaller), truck-campers, and like equipment shall not be allowed on any part of the real property nor on public streets adjacent thereto excepting only within the confines of a totally enclosed garage or accessory building. No parking of any vehicles is allowed in the street, grass, or landscaped areas. Parking within a lot must be on a concrete or brick surface.

(8) REPAIR OF VEHICLES

The repair of vehicles on a lot shall be permitted only within the confines of an enclosed garage.

(9) VEHICLES IN DISREPAIR

No owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on the open space or on any street for a period in excess of forty eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when due to its continued in-operability or significant damage it offends the occupants of the neighborhood.

(10) RUBBISH AND TRASH

No lot, street, or part of the open space shall be used as a dumping ground for trash, yard debris from raking, dirt resulting from landscape work, or any rubbish. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and kept out of view from the street. There shall be no storage of any materials on any vacant lot, except for Declarant's use of an onsite construction storage area.

(11) MAINTENANCE OF LOT AND IMPROVEMENTS

The exterior of all improvements on each lot and the lot itself shall be maintained in a good state of repair and in a clean, neat and attractive manner. All grass shall be properly cut, all shrubbery properly pruned and any and all dead trees, shrubbery and plants immediately removed.

(12) TEMPORARY STRUCTURES

No trailer, basement, tent, shack, garage, structure of a temporary character, barn, or other outbuilding shall be used on any lot at any time as a residence whether temporarily or permanently.

(13) COMPLETION OF CONSTRUCTION

The placement, set up, and initial construction (garage, driveways, sidewalks, etc.) for any manufactured home on any lot shall be completed within six (6) months from the delivery of the home to the lot. This will include: (a) concrete runners, (b) split faced block skirting for home and garage, (c) underground, timed, sprinkler system for entire yard and interchangeable between city and irrigation water, (d) 2-car garage or larger with a minimum of 400 square feet, (e) swale along roadway for drainage, (f) yard light approved in writing by the Architectural Review Committee, (g) driveways of concrete or brick (no asphalt), and (h) gutters on home and garage.

(14) LANDSCAPE COMPLETION

All landscaping must be completed, pursuant to a master plan adopted and approved in writing by the Architectural Review Committee, within eight (8) months from the date the home is delivered to the lot.

Scheduling and delivery of irrigation water via the landscape sprinkler system shall be automatic and under the control of the Homeowners Association.

(15) FENCES AND HEDGES

The maximum height of a fence or hedge on any lot shall be six (6) feet. All fences shall be constructed of wood, masonry, metal with a green or earth tone colored plastic coating, or a wood-like appearing material. Any fence or hedge erected shall not be (a) closer to the road than the house, garage, or accessory building constituting the side yard where the fence is placed, or (b) within a direct line of site between the road bordering the lot and any part of the home or garage. See Appendix C for pictures exemplifying this section. No fence, hedge or wall shall be erected without prior written approval of the Architectural Review Committee.

(16) ANTENNAS AND SERVICE FACILITIES

Exterior antennas shall not be permitted to be placed upon the roof of any structure on any lot so as to be visible from the street or open space without the prior written approval of the Architectural Review Committee. Clothes lines and other service facilities shall be screened so as not to be viewed from the street, any dwelling, or the open space.

(17) MAIL AND PAPER DELIVERY BOXES

The location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to written approval from the Architectural Review Committee. Such prior written approval must be obtained before erecting any delivery box.

(18) AIR CONDITIONING UNITS

There shall be no roof top air conditioning units. The location of all ground level air

conditioning units must be approved in writing by the Architectural Review Committee.

(19) EXTERIOR LIGHTING

Each owner shall properly maintain any outdoor lighting which has been installed on the owner's lot by the Declarant, the Declarant's successor and assigns. Any exterior light, motion detector light, or spotlight must be angled in such a way, or covered with a shroud, to prevent annoyance to neighbors.

(20) ACCESSORY BUILDINGS

All accessory buildings shall closely compliment the home in materials and color and must be approved by the Architectural Review Committee. Accessory buildings shall not exceed the home in height and shall not be larger than 500 square feet. Accessory buildings include but are not limited to: sheds, storage buildings, animal shelters, carports, propane tank covers, and vehicle covers.

(21) UTILITY BOXES AND TRANSFORMERS

The Declarant and/or the Homeowners Association shall have the right to screen any utility boxes and transformers which are within the utility easements, said screenings to be subject to the prior written approval of the Architectural Review Committee and to be maintained by the owners of lots upon which they are placed.

- N. Any amendment of this Declaration, in accordance with ORS 94.590, shall be by vote or agreement of the owners representing seventy five (75) percent of the total votes in the planned community. In no event shall an amendment under this section create, limit or diminish any special Declarant rights, increase the number of lots or units or change the boundaries of any lot or any uses to which any lot or unit is restricted unless the owners of the affected lots unanimously consent to the amendment. Any amendment of this Declaration shall be effective only upon recordation. Amendments to this Declaration under this section shall be executed, recorded and certified on behalf of the Homeowners Association by any officer of the Homeowners Association designated for that purpose or, in the absence of such designation, by the President or the Board of Directors of the Homeowners Association.
- O. The Declarant does not agree to build any improvement with the exception of:
- (1) All private roads as shown on the final Plat of Ni-Lah-Sha, Phases 2 and 3.
 - (2) The main line STEP system in Ni-Lah-Sha, Phases 2 and 3.
 - (3) The main line water distribution system in Ni-Lah-Sha, Phases 2 and 3.
 - (4) The main line irrigation system in Ni-Lah-Sha, Phases 2 and 3.
 - (5) The building of the improvements set forth in items(2), (3), and (4) of this paragraph

is limited to bringing the improvement to the lot line of each lot in Ni-Lah-Sha, Phases 2 and 3. Each lot owner is responsible for the installation and maintenance of all lines on said owner's lot.

- P. The individual owners will assume control of the Homeowners Association as provided under ORS 94.609, at such time as lots, representing seventy five percent (75%) of the votes, have been sold by Declarant. Until such time, Declarant shall have four (4) votes for each lot that it owns instead of one (1) vote, pursuant to paragraph G, above. The Declarant shall call a meeting for the purpose of turning over the administrative responsibility for the planned community to the Homeowners Association not more than 120 days after such time. The Declarant shall give notice of the meeting to each owner as provided in the bylaws.

Following said turnover meeting Declarant shall continue to have the right to use all of the private roads within the planned community, the STEP system and pressure sewer lines, the landscape sprinkler system and the water system in connection with the development and for the use of the adjoining property described in Exhibit D attached hereto and incorporated herein by reference and each owner of a lot agrees that he or she will not object to such use.

- Q. The deed to the common property shall be delivered to the Homeowners Association within 30 days of the recording of this document.
- R. The rights of the Homeowners Association with respect to the common property or the rights of an individual lot owner with respect to the lot or improvements on the lot, shall be restricted as follows:

(1) ARCHITECTURAL REVIEW

No manufactured home or any other structure shall be commenced, erected, placed, or altered on any lot until construction plans and specifications and a plat showing the nature, shape, heights, material, colors and proposed location of the structure or change have been submitted to and approved in writing by the Architectural Review Committee (hereinafter sometimes referred to as "Committee" or "ARC"). It is the intention and purpose of this covenant to assure compliance with governmental requirements, quality of workmanship and materials and harmony of external design with the existing structures as to location and topography and finished grade elevations. In all cases, the Architectural Review Committee's written consent is required.

(2) ARCHITECTURAL REVIEW COMMITTEE DECISION

The Architectural Review Committee may, at its sole discretion, withhold consent to any proposed work if it finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that Declarant intends for Ni-Lah-Sha, Phases 2 and 3. Considerations such as siting, shape, size, color, design, height, impairment of the view from other lots within Ni-Lah-Sha, Phases 2 and 3, or other effects on the enjoyment of other factors which the Architectural Review

Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

(3) PROCEDURE

In the event the Architectural Review Committee fails to render its approval or disapproval within fifteen (15) working days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(4) MEMBERSHIP: APPOINTMENT AND REMOVAL

The Architectural Review Committee shall consist of as many persons, but not less than two (2), as the Declarant may from time to time appoint. The Declarant shall keep on file at its principal office a list of names and addresses of the members of the Committee. A member of the Committee shall not be entitled to any compensation for services performed pursuant to this Declaration. The powers and duties of such Committee shall cease on July 1, 2004. Thereafter, any duties of the Architectural Review Committee shall be performed by the Homeowners Association. The Architectural Review Committee shall have the right to appoint an Advisory Committee.

(5) LIABILITY

Neither the Architectural Review Committee or any member thereof shall be liable to any owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Committee or a member thereof, provided that the member has, in accordance with actual knowledge possessed by him, acted in good faith.

(6) ACTION

Except as otherwise provided herein, any two members of the Architectural Review Committee shall have power to act on behalf of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by members consenting thereto.

(7) NONWAIVER

Consent by the Architectural Review Committee to any matter proposed to it and within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

(8) EFFECTIVE PERIOD OF CONSENT

The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the

owner has applied for and received an extension of time from the Committee.

(9) OTHER RESTRICTIONS

An individual lot owner shall not have the right to divide a lot, but shall have the right to combine one lot with another.

- S. The Declarant reserves the right to expand Ni-Lah-Sha, Phases 2 and 3, annexing all or any portion of the real property described in Exhibit D. Upon annexation, additional lots shall have the voting rights set forth in paragraph G, the liability for common expenses and the right to common profits set forth in paragraph H, the liability for reserve accounts and the right to reserve account profits set forth in paragraph I, and be subject to all of the covenants, conditions and restrictions set forth in this Declaration.
- T. The Declarant may not withdraw property from the planned community.
- U. These covenants and restrictions shall run with and bind all the real property within the planned community.
- V. In the event of any violation of any of the provisions of this Declaration, the Declarant or any other person or persons owning real property within Ni-Lah-Sha, Phases 2 and 3 may, at their option, exercise the right to enforce these covenants by prosecuting any proceeding at law or in equity necessary to prevent the violation or to recover damages sustained by reason of such violation. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action successfully prosecuted to abate or recover damages for a violation of the provisions of this Declaration, the prevailing party shall be entitled to recover all costs, including reasonable attorney fees, incurred in such enforcement.
- W. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- X. Declarant shall not be liable to any owner on account of action or failure to act by Declarant in performing its duties or rights hereunder, provided that Declarant has, in accordance with actual knowledge possessed by Declarant, acted in good faith.
- Y. To the extent the "Declaration of Reservations, Restrictions and Covenants" for Ni-Lah-Sha Village, Phase I as amended apply to the real property described in Exhibit A, said Declaration of Reservations, Restrictions and Covenants is hereby amended so that it does not apply to the real property described in Exhibit A. The parties signing this document constitute owners representing more than seventy-five (75) per cent of the total combined votes.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands.

T-J-70 P.O.A JANE ^{HALL} FOX 2001-6486-11
1-26-01

Jane Hall Fox , by Timothy J. Fox, Her Attorney in Fact
(POA recorded 4/18/2000 Vol. 2000 Page 14954)

Date

Larry Stoner
Larry Stoner

12/4/00
Date

Vickie Stoner
Vickie Stoner

12/04/00
Date

Dean R. Bolinger

Date

James O Wyatt
James O. Wyatt

11/28/00
Date

Grace E. Wyatt
Grace E. Wyatt

11-28-00
Date

Alton Newman Moody, Jr.
Alton Newman Moody, Jr.

11-22-00
Date

Lynette Durand Moody
Lynette Durand Moody

11/22/00
Date

Todd Livingston
Todd Livingston

11/29/00
Date

Gloria Sue Ferns
Gloria Sue Ferns

1-26-01
Date

Elsi I. Simpson
Elsi I. Simpson

1-26-01
Date

Mary Alice Johnson
Mary Alice Johnson

11/28/2000
Date

2001-6486-12

Arthur H. Wright
Arthur H. Wright

11/28/00
Date

Janice K. Wright
Janice K. Wright

11/28/00
Date

Vera J. Martin
Vera Martin

11/28/00
Date

Cynthia Harlowe
Cynthia Harlowe

1-22-01
Date

T.G. Minkler
T.G. Minkler

11-30-2000
Date

T. Pauline Minkler
T. Pauline Minkler

11-30-00
Date

Dennis L. Sampels
Dennis L. Sampels

11-28-00
Date

Marlene K. Sampels
Marlene K. Sampels

11/28/00
Date

Richard H. Brittsan
Richard H. Brittsan

12-6-00
Date

Arsenal Brittsan
Arsenal Brittsan

12-6-00
Date

Jon G. Clark
Jon G. Clark

11-29-00
Date

Barbara E. Clark
Barbara E. Clark

12-11-2000
Date

June de Beaumont
June DeBeaumont

11-28-00
Date

Richard C. Stamos
Richard C. Stamos, President, JRC Homes, Inc.

11/28/00
Date

Chris Stamos
Chris Stamos, Vice President, JRC Homes, Inc.

11/28/00
Date

Ardyce L. Berg
Ardyce L. Berg, President, Paramount Homes, Inc.

11-28-00
Date

David L. Straight
David L. Straight, Member, High Mountain Properties, LLC

11-22-00
Date

Barbara E. Clark
Barbara E. Clark, Member, High Mountain Properties, LLC

12-11-2002
Date

Kathleen M. Boro
Kathleen M. Boro, Member, High Mountain Properties, LLC

11-21-00
Date

Richard A. Boro
Richard A. Boro, Member, High Mountain Properties, LLC

11-21-00
Date

Ronald H. Brummett
Ronald H. Brummett

1-11-01
Date

Linda J. Brummett
Linda J. Brummett

1-11-01
Date

Kelly Claxton
Kelly Claxton

2-7-01
Date

Carla Claxton
Carla Claxton

2-7-01
Date

NOTARY PAGES

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 21 day of November, 2000
by Kathleen M. Boro and Richard A. Boro as Members
of High Mountain Properties LLC



Cheryl J. Scott
Notary Public for Oregon

My commission expires: 6-9-2001

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 22 day of November, 2000
by Alton Newman Moody Jr. and Lynette Durand Moody



Cheryl J. Scott
Notary Public for Oregon

My commission expires: 6-9-2001

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 22 day of November, 2000
by David L. Straight as Member of High Mountain
Properties, LLC



Cheryl J. Scott
Notary Public for Oregon

My commission expires: 6-9-2001

2001-648615

NOTARY PAGES

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 28 day of November, 2000
by James O. Wyatt and Grace E. Wyatt



Cheryl J. Scott

Notary Public for Oregon

My commission expires: 6-9-2001

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 28 day of November, 2000
by Mary Alice Johnson



Cheryl J. Scott

Notary Public for Oregon

My commission expires: 6-9-2001

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 28 day of November, 2000
by Arthur H. Wright and Janice K. Wright



Cheryl J. Scott

Notary Public for Oregon

My commission expires: 6-9-2001

NOTARY PAGES

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 28 day of November, 2000
 by Vera Martin



Cheryl J. Scott
 Notary Public for Oregon

My commission expires: 6-9-2001

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 28 day of November, 2000
 by Dennis L. Sampels and Marlene K. Sampels



Cheryl J. Scott
 Notary Public for Oregon

My commission expires: 6-9-2001

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 28 day of November, 2000
 by Richard C. Stamos as President and
Chris Stamos as Vice President
of JRC Homes, Inc.



Cheryl J. Scott
 Notary Public for Oregon

My commission expires: 6-9-2001

2001-6486-17

NOTARY PAGES

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 28 day of November, 2000
by Arduce L. Berg as President of Paramount
Homes, Inc.



Cheryl J. Scott

Notary Public for Oregon

My commission expires: 6-9-2001

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 29 day of November, 2000
by John G. Clark



Nancy M. Mills

Notary Public for Oregon

My commission expires: 1-22-2001

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 29 day of November, 2000
by Todd Livingston



Cheryl J. Scott

Notary Public for Oregon

My commission expires: 6-9-2001

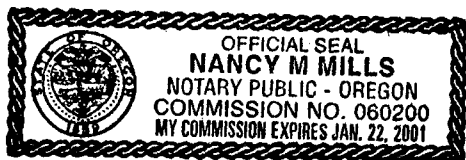
NOTARY PAGES

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 4 day of December 2000
by Lawrence Stoner



Nancy M. Mills

Notary Public for Oregon

My commission expires: 1-22-2001

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 4 day of December, 2000
by Vickie Stoner



Nancy M. Mills

Notary Public for Oregon

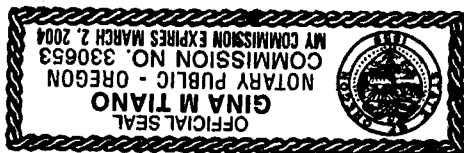
My commission expires: 1-22-2001

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 6 day of December, 2000
by Richard H. Brutsan



Gina M. Tiano

Notary Public for Oregon

My commission expires: 3/2/2004

NOTARY PAGES

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 6 day of December, 2000
by ARSEN BRITTSAN



Notary Public for Oregon

My commission expires: 3/2/2004

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 11 day of December, 2000
by Barbara E. Clark individually and as member
of High Mountain Properties LLC



Notary Public for Oregon

My commission expires: 1-22-2001

STATE OF OREGON

County of _____

} ss.

This instrument was acknowledged before me on this ____ day of _____,
by _____

Notary Public for Oregon

My commission expires: _____

NOTARY PAGES

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 11 day of January, 2001
by Ronald H. Brummett and Linda J. Brummett



Cheryl J. Scott
Notary Public for Oregon

My commission expires: 6-9-2001

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 22nd day of January, 2001
by Cynthia Harlonte



Megan Cecil
Notary Public for Oregon

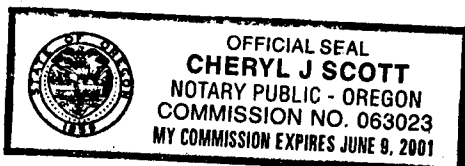
My commission expires: May 11th, 2001

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 7 day of February, 2001
by Kelly Claxton and Carla Claxton



Cheryl J. Scott
Notary Public for Oregon

My commission expires: 6-9-2001

2001-6486-21

DECLARATION OF RESERVATIONS, RESTRICTIONS AND COVENANTS

NI-LAH-SHA, PHASES 2 and 3

EXHIBIT A

Ni-Lah-Sha, Phases 2 and 3, as described in Plat No. 1999-70, Deschutes County, Oregon.

DECLARATION OF RESERVATIONS, RESTRICTIONS AND COVENANTS

NI-LAH-SHA, PHASES 2 and 3

EXHIBIT B

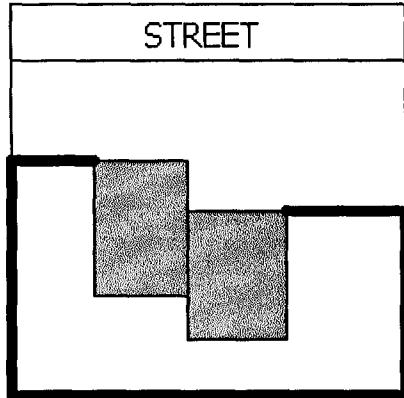
Ni-Lah-Sha, Phases 2 and 3, as described in Plat No. 1999-70, Deschutes County, Oregon, except for Lots:

1, 13, 14, 19, 30, 37, 40, 107, 125, 127, 130, 131, 132, 133, 134, 135, 136, 140, 141, 149, 150, 151, 153, and 154.

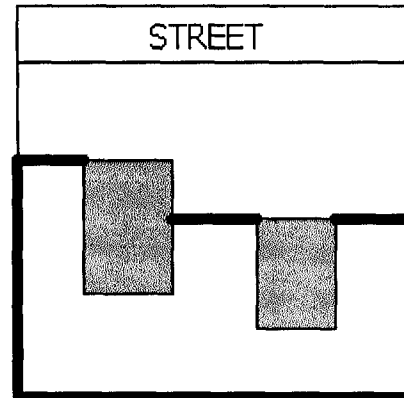
**DECLARATION OF RESERVATIONS, RESTRICTIONS AND COVENANTS
NI-LAH-SHA, PHASES 2 AND 3
EXHIBIT C**

Dark lines show where fences and hedges can be placed.

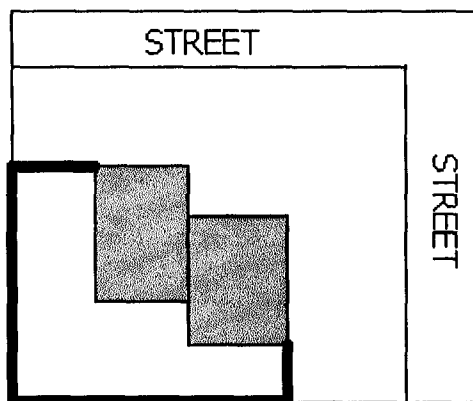
Interior Lot
Attached Garage



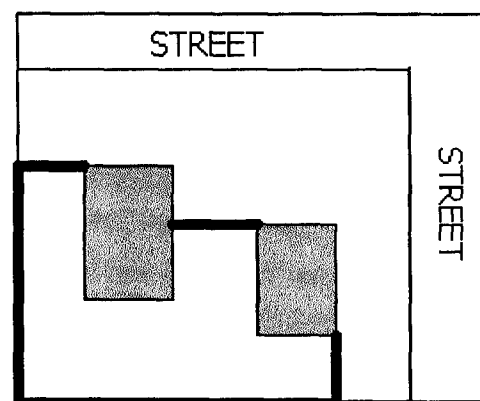
Interior Lot
Detached Garage



Corner Lot
Attached Garage



Corner Lot
Detached Garage



DECLARATION OF RESERVATIONS, RESTRICTIONS AND COVENANTS

NI-LAH-SHA, PHASES 2 and 3

EXHIBIT D

Legal description of Ni-Lah-Sha, Phase 4:

That portion of the North half of the Southwest quarter (N1/2 SW1/4) of Section 3, Township 15 South, Range 13 East of the Willamette Meridian, City of Redmond, Deschutes County, Oregon, lying East of the East right-of-way of BNSF Railway and West of "NI-LAH-SHA – PHASES 2 AND 3".

2001-6486-25

NI-LAH-SHA VILLAGE HOMEOWNERS ASSOCIATION NO. 1
REDMOND, OREGON
DECEMBER 6, 2000

In accordance with the By-laws, section 3.2, a special meeting of the members of Ni-Lah-Sha Village No. 1 Homeowners Association, Inc., as scheduled by the Board of Directors, was held on July 16th, 1999, at 7:00 P. M.

The purpose of the meeting was to determine if the homeowners of Association No. 1 desired Ni-Lah-Sha Village to operate under the direction of one homeowners association, or two separate homeowner associations.

A quorum was present.

The homeowners voting were unanimous in support of a separate homeowners association for Ni-Lah-Sha Village Phase 1. (lots 1 through 38).

Respectfully

H. J. McCullough
H. J. McCullough
President

James C. Southern
James Southern
Treasurer

FORM No. 24—ACKNOWLEDGMENT—CORPORATION.

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Deschutes } ss. On this 6th day of December, 2000
before me appeared H. J. McCullough and
James C. Southern both to me personally known, who being
duly sworn, did say that he, the said H. J. McCullough
is the President, and he, the said James C. Southern
is the Treasurer of Ni Lah Sha Village Homeowners Assoc #1
the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and
acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Cheryl J. Scott
Notary Public for Oregon.
My Commission expires 6-9-2001