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**STATE OF OREGON
COUNTY OF DESCHUTES**

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Jan. 20, 1999; 9:06 a.m.

RECEIPT NO: 956

DOCUMENT TYPE: Covenants,
 Conditions & Restrictions

FEE: \$60.00

NUMBER OF PAGES: 11

Mary Sue Penhollow

**MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK**



99-2591-1
Return to: WJP
Charles Cusack
20434 Steamboat
Bend, Or. 97702

**AMENDED
MOUNTAIN HIGH DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

1. This MOUNTAIN HIGH DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made by the Mountain High Homeowners Association, a not-for-profit Oregon corporation.
2. The Developer, the J. L. Ward Construction Co., is the Owner of the real property described in the official plat of Mountain High Subdivision recorded in Volume 19, Page 39, Record of Townplats, Deschutes County, Oregon, hereinafter referred to as "plat of Mountain High", and desires to create thereon the Community of Mountain High as a Residential Planned Community, and
3. The community of Mountain High is contemplated to contain a variety of housing types including single-family detached housing, single-family attached housing, townhouses, condominiums and multi-family rental structures, and
4. The Developer desires to provide for the preservation and enhancement of the Property values, amenities, and opportunities within Mountain High, contributing to the personal and general health, safety, and welfare of the residents and for the maintenance of the land and improvements thereon, and to this end desires to subject the real property described in the plat of Mountain High, together with such additions and modifications as may hereafter be made, to the Covenants, Conditions and Restrictions ("CCRs") hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof, and
5. The Developer has previously recorded CCRs for the following Villages at the following Volumes and Pages of Deschutes County Records:

Mountain High	Vol. <u>327</u>	Page <u>705</u>	Deschutes County Records.
Amended	Vol. <u>196</u>	Page <u>0388</u>	Deschutes County Records
Amended	Vol. <u>230</u>	Page <u>0549</u>	Deschutes County Records
Amended	Vol. <u>283</u>	Page <u>0814</u>	Deschutes County Records
Alpine Village II:	Vol. <u>306</u>	Page <u>2831</u>	Deschutes County Records.

- These Amended CCRs combine and supersede the CCRs described above in all respects, and
6. The Developer owns additional properties within the proposed development known as Mountain High. The parties intend that additional land may become subject to the CCRs and additional property, both Villages and individual Ownership, shall be subject to the CCRs and shall become Members of the Mountain High Homeowner's Association, and
 7. To provide a means for meeting the purposes and intents herein set forth in the CCRs and the Developer has incorporated the Mountain High Homeowners Association.
 8. The Developer declares that the real property described in the plat of Mountain High and such additions and modifications thereto as may thereafter be made is and are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

9. The Developer hereby delegates and assigns to the Mountain High Homeowners Association the power of owning, maintaining, and administering the community properties and facilities; administering and enforcing the covenants, conditions and restrictions; collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare of the residents.

ARTICLE 1. DEFINITIONS

- 1.1 **Association** shall mean and refer to the MOUNTAIN HIGH HOMEOWNERS ASSOCIATION, a non-profit association, it's successors and assigns.
- 1.2 **Architectural Control Committee** shall mean and refer to the Architectural Control Committee of Mountain High and may be referred to as "ACC".
- 1.3 **Bylaws** shall mean and refer to the Bylaws of the Association.
- 1.4 **CCR's** shall mean and refer to these Amended Mountain High Declarations of Covenants, Conditions and Restrictions.
- 1.5 **Common Property** shall mean and refer to that area of land shown on the recorded plat of Mountain High, including any improvements thereon, which are intended to be devoted to the common use and enjoyment of the Members in which the land has been conveyed to the Association.
- 1.6 **Community Facilities** shall mean those recreational facilities, community fences, landscaping, gates, flags, signs, mailboxes, and other features developed and maintained for the benefit of all residents of the community of Mountain High that are located upon Common Property.
- 1.7 **Declaration** shall mean and refer to the covenants, conditions, and restrictions set forth in this Amended Mountain High Declarations, Covenants, Conditions and Restrictions (CCRs).
- 1.8 **Developer-Declarant** shall mean and refer to the J L Ward Company, an Oregon corporation, 20505 Murphy Road, Bend, Oregon, 97702, and its successors and assigns.
- 1.9 **Founding Documents** shall mean and refer to this Declaration, the Articles of Incorporation of the Association and the Association Bylaws, and all as may be amended from time to time.
- 1.10 **Governing Documents** shall mean and refer collectively and severally to the Founding Documents and the Rules and Regulations, as such may be amended from time to time.
- 1.11 **Lot** shall mean any numbered Lot or unit of land shown upon any recorded subdivision plat of said Property.
- 1.12 **Members** shall mean and refer to Members of the Association, which shall consist of all Owners within Mountain High Villages subjected to the Governing Documents.
- 1.13 **Occupants** shall mean and refer to the occupant of the residence. Either Owner, tenant,

or other person authorized to occupy the premises.

1.14 **Owner** shall mean the recorded Owners, whether one or more persons or entities, of fee simple title to any Lot situated upon said Property, or a contract purchaser if his record Owner retains such title merely to secure an obligation. Owner does not include those having an interest merely as security for the performance of an obligation.

1.15 **Property** shall mean and refer to all real property, Common Property, and all improvements located on the real property subject to this Declaration and any additions.

1.16 **Quorum of Members** shall mean the representation by presence of Members who hold twenty-five percent of the outstanding votes.

1.17 **Rules and Regulations** shall mean and refer to the document containing the rules, regulations, and policies of the Association as they may from time to time be amended.

1.18 **Supplementary Declaration** shall mean and refer to any Declaration of covenants, conditions and restrictions which may be recorded by another Village, which extends the provisions of this Declaration to another plat or Village within the community of Mountain High.

1.19 **Unique Village Characteristics** shall mean those features, including but not limited to Architectural Control, Road Maintenance and Landscape Maintenance, and/or operating characteristics that are unique to the specific Plat or Village and are not shared by the community of Mountain High. Individual villages may create their own Books of Resolutions designed to protect the individuality and unique characteristics of their villages providing they do not conflict with the governing documents of the Association. In case of conflict, the governing documents shall take precedence.

1.20 **Village Common Area** shall mean and refer to portions of the Common Area which are designated as Village Common Area in the Governing Documents and which are intended primarily for the use and enjoyment of Members residing in such Village.

1.21 **Village** shall mean a group of Lots or units included in a single plat all of which may or may not have Unique Village Characteristics and are subject to a Supplementary Declaration establishing such Village or later incorporation of the Village with the Mountain High Homeowners Association. The current Villages are Alpine Village, Alpine Village II, Willow Creek and Aspen Villages.

1.22 **Village Committee** shall mean a group elected by a Village or plat to coordinate the operation and maintenance of those Unique Village Characteristics within that Village within the overall community of Mountain High.

ARTICLE 2. ASSOCIATION MEMBERSHIP AND VOTING

2.1 **Members:** Each Lot Owner in Villages which are subjected to these Governing Documents shall be a member of the Association. Status as a Lot Owner is the sole qualification for membership.

Membership in the Association shall be appurtenant to and may not be separated from Ownership of any Lot. Transfer of ownership of the Lot automatically transfers membership in the ownership.

2.2 Voting Rights: All Members shall have one vote for each Lot owned with respect to all matters upon which Members are entitled to vote. When more than one person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed. Fractionalized or split votes shall be discarded, except for purposes of determining a quorum.

ARTICLE 3. ASSOCIATION POWERS AND COMPOSITION

3.1 Association Powers: The Association shall have all the powers set forth in the Governing Documents and all the powers provided by law, including but not limited to, the power to adopt and amend Bylaws, Rules and Regulations, adopt and amend budgets for revenue expenditures, reserves, collection of assessments, hire and terminate managing agents, employees and independent contractors, institute litigation or administrative proceedings, make contracts, incur liabilities, regulate the use, maintenance, repair, replacement and modification of Common Property, grant easements, leases, or licenses, impose charges for the late payments of assessments, provide for indemnification of Officers and Board of Directors, and exercise any other powers necessary and proper for the administration and operation of the Association.

3.2 Board of Directors: The business and affairs of the Association shall be run by the Board of Directors. The Board of Directors may exercise all powers of the Association. In addition, the Board of Directors shall prepare Annual Budgets as required by Oregon Law, call and direct an Annual Meeting of the Lot Owners annually, retain documents, information and records as required by Oregon Law, insure Common Property against loss or damage by fire or other hazards, assess all Lots for common expenses or to collect assessments, establish and maintain a reserve account for replacing Common Property and any other matters necessary or proper for the operation of the Association.

3.3 Village Committees: The Association may establish the following Village Committees:

Alpine Village Committee;
Alpine Village II Committee;
Willow Creek Village Committee; and
Aspen Village Committee.

Committees shall consist of members elected by each Village. The committees shall advise the Association on coordination and maintaining the Unique Village characteristics of each Village including, but not limited to, Architectural Control, Road Maintenance, Landscape Maintenance, and Community Facilities. The Village Committee may create Books of Resolutions designed to protect the individuality and unique characteristics of the Villages, provided they do not conflict with the Governing Documents. The Association may establish additional committees as additional Villages are created and become subject to the CCRs. The Village Committees shall serve in advisory capacities subject to the authority of the Board of Directors. Each village may prepare it's own budget, control it's reserves, and authorize issuance of checks for unique village expenditures.

3.4 Road Committee: The Association shall establish a Roads Committee which shall advise the Board of Directors on road maintenance for all roads within Mountain High, including Common Roads. Each Village Committee shall appoint one member from its committee to the Roads

Committee.

3.5 Community Facilities Committee. The Association shall be responsible for the establishment of a Community Facilities Committee to advise the Board of Directors on operation and maintenance of the Community Facilities. Each Village Committee shall appoint one member from its committee to the Community Facilities Committee.

ARTICLE 4. EASEMENTS AND COMMON PROPERTY

4.1 Association Obligations Regarding Common Property. Subject to the rights of the Owners as set forth in this Declaration, the Association shall be responsible for the management and control of the Common Property and improvements thereon. The Association shall keep the Common Property in good, clean, attractive and sanitary condition, order and repair, including, but not limited to the removal of snow, trash, debris, the maintenance, cleaning and repair of the streets and parking areas, landscape and unlandscaped areas located upon the Common Property.

4.2 Members' Easement of Enjoyment. Subject to the provisions of the Governing Documents, every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Property, which shall be appurtenant to and shall pass with the title to every Lot.

4.3 Extent of Members' Easements. The Members' easements of enjoyment shall be subject to the following:

4.3.1 Subject to Rules and Fees. The right of the Association to establish reasonable rules and to charge reasonable assessments and fees for capital expenditures on the Common Property and the maintenance and upkeep of the Common Property and payment of all Association expenses.

4.3.2 Suspension of Member's Right. The right of the Association to suspend the right of an Owner or any occupant of a Lot to use the Common Property and facilities for any period during which any assessment against such Owner or occupant's Lot remains unpaid for more than thirty (30) days after notice of such nonpayment; the right of the Association to suspend the right of a member to use any Common Property for a period not to exceed sixty (60) days for any other infraction of the Declaration, Bylaws or the Rules and Regulations of the Association. Provided, however, that no such suspension pursuant to this subsection shall deprive an Owner of access to his or her Lot.

4.4 Owner's Easements. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every unit, subject to the Governing Documents of the Association. Any member may delegate, subject to the Governing Documents of the Association, his right of enjoyment to the Common Area to the Members of his family, his guests or his tenants.

4.5 Developer Easements. The Developer shall have an easement for operation and maintenance of the golf course, including the driving range, cart paths and maintenance road accessed along and across Mountain High Drive, also an easement of a maintenance road/cart path crossing the northern portion of Willow Creek Court. It is recognized that certain activities relating to the use and maintenance of the golf course may impose some inconvenience on the adjacent property and residents. The Developer shall be granted an exclusive easement to operate and control the entry ways on Knott Road, China Hat Road, and Country Club Drive, including the flag islands, entry signs, gate houses,

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traffic control devices and all other features of the Knott Road, China Hat Road, and Country Club Drive entry facilities. The Juniper Utility Company shall have an easement for utilities on the lots and common areas, except for those areas occupied by structures.

ARTICLE 5. RULES AND REGULATIONS

5.1 The Board of Directors is empowered to adopt, amend, or repeal rules and regulations to be known as Mountain High Rules and Regulations, establish a fine schedule, impose fines for the violation thereof, and enforce collection of such fines.

ARTICLE 6. ARCHITECTURAL CONTROL COMMITTEE

6.1 Committee: The Association shall be responsible for the establishment of an Architectural Control Committee to develop standards for maintenance of the properties and to approve any alterations proposed by the Lot Owners, with the exception of initial construction which shall be under the authority of the Developer. It is the intent of this Declaration that the Association shall have full control of the standards of maintenance of the structures as well as the landscaping of Lots and common areas, except as provided in Article 6, Sect. 6.3.

6.2 Composition: Each Village Committee shall appoint one member from its committee to the ACC. A quorum for the ACC action shall be a majority of its Members.

6.3 Duties: It shall be the duty of the ACC to regulate the external design, appearance, location and maintenance of all the Property and of improvements thereon, whether on a Lot or Common Property, and to regulate use of such Property as described in this Declaration. The ACC and Board of Directors are granted the sole and exclusive jurisdiction to interpret and apply the use restrictions, architectural controls and standards of maintenance of the CCRs. The ACC may adopt general rules to implement the purposes and interpret the CCRs including, but not limited to, rules not less restrictive than those contained in this Declaration, to regulate storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation of the Property. Notwithstanding the above, Village Committees shall act in the stead of the ACC for the following issues: exterior remodeling and roofing, approval of paint color and landscaping in their respective Villages.

6.4 Approval Required: No outbuilding, fence, wall or other structure of any type shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to, change in, painting or staining of, or alteration to any Living Unit, outbuilding, fence, wall, or other structure on the Property of any type be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Village Committee or ACC as to the harmony of external design materials, color and location in relation to surrounding structures and topography.

6.5 Procedure: An Owner wishing to take any action requiring approval under this Article shall give notice of such proposed action to the Village Committee or ACC, together with complete plans and specifications. The appropriate committee shall meet to review the Owner's request within thirty (30) days of receipt and shall render a decision by the vote of a majority of members present within forty-five (45) days of receipt. Interested Owners shall have an opportunity to comment on the request at all such meetings, which shall be open to all Owners. If the ACC or Village Committee fails to render a written decision within the time allowed, the

request shall be deemed to be approved.

6.6 Appeal. The decision of the ACC or Village Committees under this Article (including any failure to approve or disapprove within the time allowed) may be appealed by any Interested Owner as set forth in this Article. Upon the payment of a reasonable fee established by the ACC to cover administrative costs, any interest Owner may appeal the decision to the Association Board of Directors. The appeal shall be made in writing and shall be filed with the Secretary of the Association within thirty (30) days following the decision. The Board of Directors shall, at a regular or special meeting, within thirty (30) days after an appeal has been filed, determine the appeal.

6.7 Exemptions. The following actions by the following persons shall be exempt from the provisions of this Article:

6.7.1 The planting of any shrubs, flowers or other plants (including trees less than 2 ½ inches diameter breast height) by any Owner on such Owner's Lot;

6.7.2 Any act of the Declarant in implementing his or her General Plan of Development with respect to any Lot or any portion of the Common Property in the development, whether or not annexed to Mountain High or a part of the Association.

6.8 Rules. The Architectural Control Committee may, at its option, produce a manual to be known as Architectural Control Rules setting forth Rules and Regulations pertaining, but not limited to, remodeling, additions, alterations, painting, landscaping, and any other functions not relating to initial construction, which remains under the authority of the Developer. Any such manual must take into consideration any existing "Books of Resolutions".

6.9 Failure To Act. Should either a Village Committee or the Architectural Control Committee fail to act within a reasonable period of time, the Board shall have the right to act in the place of either committee.

6.10 Estoppel Certificate. Within thirty days after written demand by a unit Owner, the Architectural Control Committee shall execute and deliver to the unit Owner requesting the same an estoppel certificate certifying with respect to the unit of such unit Owner that as of the date of the certificate either (a) all the improvements or other work in or upon said unit are in compliance with all applicable requirements or (b) that such improvements and work do not comply for reasons specified in the certificate. Any purchaser or mortgagee of the unit may rely upon such certificate with respect to the matters set forth herein, such matters being conclusive against the Developer and all Owners.

6.11 Liability. Neither the Mountain High Homeowners Association, the Village Committees, or the Architectural Control Committee or any Members thereof shall be liable to any unit Owner of the Association for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act on behalf of either committee or member thereof, provided only that the committee member, in accordance with knowledge possessed by him, has acted in good faith.

ARTICLE 7. ASSESSMENTS

7.1 General Assessment Purpose: The annual general assessment shall be used to promote the recreation, health, safety and welfare of the Members and for the improvements and perpetual maintenance of the Property, homes situated thereon and Community Facilities. It is understood the annual assessment may include charges for maintenance of the Property such as road maintenance, landscape maintenance, exterior painting, insurance and real property taxes, and the maintenance of Community Facilities such as tennis courts, swimming pool, gazebo, roadways, entry gates and parks, as well as individual utility assessments such as sewer and water.

7.2 Creation of Lien and Personal Obligation of Assessments: The Declarant, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, agrees to pay to the Association the following:

- 7.2.1 General Assessments;
- 7.2.2 Village Assessments, if any;
- 7.2.3 Special Assessments, if any; and
- 7.2.4 Utility Assessments.

All such assessments and reserves, together with interest thereon at the rate established from time to time by resolution of the Board of Directors and together with all other costs, reasonable attorney's fees, charges and fines allowed by law, shall be a lien and charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Such lien shall exist and be executed, recorded and foreclosed in the manner provided by law.

7.3 General Assessment: Shall include those assessments relating to the community of Mountain High as a whole.

7.4 Village Assessment: Shall be in addition to the General Assessment and relate to the operation and maintenance of those Unique Village Characteristics within that Village as requested by the Village Committee of that plat or Village.

7.5 Special Assessments: The Board of Directors shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

- 7.5.1 To correct a deficit in the operating budget by vote of a majority of the Board;
- 7.5.2 To collect amounts due to the Association from an Owner for breach of the Owner's obligations under the Governing Documents, by vote of a majority of the Board;

7.5.3 Upon vote of a majority of the Board of Directors, to make repairs or renovations to the Common Property and/or to those portions of the Living Units for which the Association has the responsibility of maintenance and replacement if sufficient funds are not available from the operating budget or replacement reserve accounts; or

7.5.4 To make capital acquisitions, additions or improvements.

7.6 Commencement of Assessments: The assessments provided for herein shall commence on the first day of the month following the conveyance of the Common Property to the Association by the Developer-Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount and payment dates for each annual assessment prior to the commencement of the assessment period.

7.7 Maximum General Assessment: An annual increase of up to five percent (5%) of the previous years assessment may be made by the Board of Directors. Additional increases will require a majority vote of those Members present, subject to a quorum, at a meeting called to evaluate the annual assessment.

7.8 Effect of Non-Payment of Assessments: Remedies of the Association. In addition to any other remedies provided by law, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose a lien upon the Property. No such action or a judgment entered therein shall be a waiver of the lien of the Association. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his or her Lot.

ARTICLE 8. DEVELOPER'S RIGHTS

8.1 For such a time that the Developer or his assigns has an interest in the Property or in adjacent property intended to become part of the community of Mountain High, their rights and interests shall not be prejudiced by any of the following actions unless they shall, in writing, join in such actions.

8.2 There shall be no amendments to the Founding Documents which:

- 8.2.1 Discriminate or tend to discriminate against their rights as an Owner or Developer
- 8.2.2 Change Article 1, Definitions, in a manner which alters the Developer's rights or status
- 8.2.3 Alter the Developer's rights as set forth in Articles 5 and 6 relating to Architectural or Design Controls
- 8.2.4 Alter the Developer's or other's easements as set forth in Article 4
- 8.2.5 Alter the Developer's rights as they may appear under this Article.

ARTICLE 9. GENERAL

9.1 Records. The Board of Directors shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board of Directors shall also keep detailed and accurate financial records including individual assessment accounts of owners, the balance sheet and income and expense statements. Individual assessment account shall designate the name and address of the Owner or Owners of the Lot, the amount of each assessment becomes due, the amounts paid upon the account, and the balance due on the assessments. The minutes of the Association, the Board and committees, and the Association's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies.

9.2 Indemnification of Directors, Officers, Employees and Agents. The Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that he or she is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney fees), judgments, finds and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he or she acted in good faith in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of no contest or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe his or her conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association, should it be proven at a later time that said person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and Members of the Association who participated with or benefited from the acts which created said liability.

9.3 Enforcement. The Association and the Owners within the Property or any mortgagee on any Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to such parties or Owners by any proceeding at law or in equity. Failure by either the Association or by any Owner or mortgagee to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. In the event suit or action is commenced to enforce the terms and provisions of this Declaration, the prevailing party shall be entitled to its attorney fees and costs in such suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorney fees, to be set by the appellate court. In addition thereto, the Association shall be entitled to its reasonable attorney fees incurred in any enforcement activity taken to collect delinquent assessments, whether or not suit or action is filed.

9.4 Severability. Invalidation of any one of these covenants or restrictions by Judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

9.5 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land perpetually.

9.6 Amendment. The CCRs and this Declaration may be amended at any time by an instrument approved by not less than seventy-five (75) per cent of the total votes of the Owners eligible to vote, except as provided by ORS 94.590. Any amendment must be executed, recorded, and certified as provided by law. Provided however, that no amendment of this Declaration shall effect an Amendment of the Bylaws of the corporation without compliance with the provisions of such documents with the Oregon Non Profit Corporations Act.

9.7 **Interpretation.** This interpretation of this Declaration shall be the responsibility of the Association. It is the intent that the Association, acting through the Board of Directors, shall have the sole power to interpret these CCRs.

IN WITNESS WHEREOF the parties hereto have signed this Amendment to the Declaration on behalf of the members of those Village Associations of Mountain High which have approved adoption of these Amended Covenants, Conditions, and Restrictions..

Acknowledged by the Board of Directors of the Mountain High Homeowners Association, this 19 day of January, 1999

Robert C. Cusack Pres.

Charles D. Hanger Dir.

William R. Norman-Treasurer

Vincent J. Lepore Vice President

Terrie Allison Secretary

STATE OF OREGON, COUNTY OF DESCHUTES: ss

The foregoing instrument was acknowledged before me this 19 day of JANUARY, 1999 on behalf of the Mountain High Homeowners Association.

Sydney D. Chandler
Notary Public For Oregon

