

MOUNTAIN HIGH DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS MOUNTAIN HIGH DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made this day by J. L. WARD CONSTRUCTION CO., INC., an Oregon corporation, hereinafter called the "Developer."

Preamble

WHEREAS, the Developer is the owner of the real property described in the official plat of Mountain High Subdivision recorded in Volume 29, Page 39, Record of Townplats, Deschutes County, Oregon, hereinafter referred to as "plat of Mountain High", and desires to create thereon the first section of the Community of Mountain High as a Residential Planned Community, and

WHEREAS, 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

WHEREAS, 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 to the real property described in the plat of Mountain High, together with such additions and modifications as may hereafter be made thereto to the covenants, conditions and restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth and the intents and requirements of the County of Deschutes, the Developer has incorporated under the laws of this state the Mountain High Community Association.

NOW, THEREFORE, the Developer declares that the real property described in the plat of Mountain High and such additions and modifications thereto as may hereafter be made is and are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions and restrictions hereinafter set forth;

AND FURTHER, the Developer hereby delegates and assigns to the Mountain High Community Association the power of

owning, maintaining, and administering the community properties and facilities, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare of the residents.

Article I

Definitions

Section 1. "Association" shall mean and refer to the Mountain High Community Association and its successors and assigns.

Section 2. "Book of Resolutions" 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.

Section 3. "Cluster" shall mean and refer to a group of Units all of which are subject to the same Supplementary Declaration establishing such cluster.

Section 4. "Cluster Common Area" shall mean and refer to portions of the Common Area which are designated as Cluster Common Area in the Governing Documents and which are intended primarily for the use and enjoyment of Members residing in such Cluster.

Section 5. "Common Area" shall mean and refer to any area which is designated as such in a Supplemental Declaration or in any plat. The Common Area to be owned by the Association at the time of the conveyance of the first Unit to an Owner is described on the official plat of the first phase of Mountain High.

Section 6. "Declaration" shall mean and refer to the covenants, conditions, and restrictions and all other provisions herein set forth in this entire document, as they may from time to time be amended.

Section 7. "Developer" shall mean and refer to J. L. Ward Construction Co., Inc., an Oregon corporation, and its successors and assigns.

Section 8. "Founding Documents" shall mean and refer to the Articles of Incorporation of the Association, this Declaration, Supplementary Declarations, and the Association Bylaws, all as initially drawn by the Developer and filed and recorded as the case may be, and all as may be duly amended from time to time.

Section 9. "Governing Documents" shall mean and refer collectively and severally to the Founding Documents and the Book of Resolutions, as such may be amended from time to time.

Section 10. "Unit" shall mean and refer to any plot of land shown on any recorded subdivision map of the Properties, with the exception of Common Area as hereinbefore defined, to any condominium unit created under the Unit Ownership Law of this state, as such may be amended from time to time, and to any living unit within a multi-family rental structure.

Section 11. "Members" shall mean and refer to members of the Association, which shall consist of all Owners.

Section 12. "Multi-Family Rental Structure" shall mean and refer to a structure owned by a single entity with two or more Living Units under one roof.

Section 13. "Owner" shall mean and refer to the record holder of the fee simple title to any Unit, whether one or more persons or entities. The term shall exclude those having such an interest merely as security for the performance of an obligation.

Section 14. "Properties" shall mean and refer to all real property which is hereby subjected to the Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

Section 15. "Quorum of Members" shall mean and refer to the representation by presence or proxy of Members who hold twenty-five percent of the outstanding votes of each voting class.

Section 16. "Supplementary Declaration" shall mean and refer to any declaration of covenants and restrictions which may be recorded by the Developer, which extends the provisions of this Declaration to a Cluster or which contains such complementary provisions for such Cluster as are deemed appropriate by the Developer and/or as are herein required.

ARTICLE II

Property Subject to This Declaration

Additions Thereto

Section 1. The "Properties." The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County

of Deschutes and is more particularly described in the official plat of Mountain High and represents the first stage of the Planned Community known as Mountain High.

Section 2. Additions to the Properties. Additional properties may become subject to this Declaration in the following manner:

(a) Additions by the Developer. The Developer shall have the right to subject to the Declaration any additional property which lies within the land area described in Exhibit A, and the Developer shall also have the right to modify or amend any subdivision plat or other plat of Property previously made subject to this Declaration, provided that not more than five years have lapsed since the filing of the last Supplementary Declaration which subjects a Cluster to this Declaration.

(b) Other Additions. Additional land, other than that described above, may be annexed to the Properties upon approval of seventy-five percent of the votes of a Quorum of each class of members.

ARTICLE III

Mountain High Community Association

Section 1. Organization.

(a) The Association. The Association is a nonprofit, corporation organized and existing under the laws of this state and charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time.

(b) Institutional Plan. This Declaration and the Governing Documents shall guide the evolution of the Association into a comprehensive community institution with two major operating and administrative levels, each with associated membership rights and assessments obligations:

(1) Cluster level refers to the administrative and operational activities construed to be of material benefit primarily to Members within a single Cluster. A Cluster shall be established by recording a Supplementary Declaration which sets forth its boundaries, purposes, and membership constituency and the rights and obligations which may be unique to the Members of such Cluster. A Cluster Committee, consisting of at least three members, shall be established for each Cluster in accordance with the Bylaws and shall serve to advise the Board of Directors on matters pertaining to such Cluster.

(2) Community level refers to the administrative and operational activities construed to be of material benefit to the Members at large without respect to type or location of the unit they own.

Section 2. Membership.

(a) Basis.

(1) Every unit owner shall be a member of the association. Status as a unit owner is the sole qualification for membership.

(2) Rights to a membership and status as a member terminate upon termination of status as a unit owner. Upon conveyance, sale or assignment of the unit owner's interest, the selling unit owner or unit owners shall be relieved of liability for assessments levied from and after the date of such sale.

(3) No unit owner may avoid the obligations of membership during the period when he is a unit owner by non-use of common areas, renunciation or abandonment of his unit for any other act of abandonment or renunciation.

(b) Voting Rights.

(1) All members other than Developer shall have Class A voting rights, entitling them to one (1) vote on each Unit they own.

(2) Developer shall have Class B voting rights entitling it to two (2) votes for each unit of which it is the owner.

(3) Class B voting rights then existing shall be converted to Class A voting rights upon the earliest to occur of the following events:

(a) When the total Class A votes then existing equal the total Class B votes then existing; provided however, that Class B voting rights shall be restored upon annexation of additional property by filing of a Supplemental Declaration pursuant to Article 2 hereof, resulting in a number of Class B voting rights greater than the number of Class A voting rights;

(b) The expiration of seven (7) years from the date hereof; or

(c) The expiration of three (3) years after the date of the latest filing of a Supplemental Declaration.

(c) Exercise of Vote. The vote for any membership which is held by more than one person may be exercised by any one of them, unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.

Article IV

Powers and Responsibilities of the Association

Section 1. Enumeration of Powers and Responsibilities. In addition to such other powers and responsibilities as shall be granted to or imposed upon it by this Declaration and by any Supplemental Declaration or which the Association may otherwise lawfully exercise, the Association shall have the following powers and responsibilities:

(a) Maintenance of all common areas and the improvements thereon;

(b) Construction of such improvements on the common areas, as it deems to be of benefit to the residents of Mountain High in accordance with the Association Rules and Regulations; provided, however, that nothing herein contained shall be deemed to confer upon the Association power to incur capital expenditures or levy special assessments except as expressly herein provided and subject to the limitations herein set forth;

(c) Responsibility for the enforcement of all covenants and restrictions contained in the Declaration and in any Supplemental Declaration;

(d) Responsibility for the promulgation and enforcement of the Association Rules and Regulations and the enforcement of the Design Committee rules and the decisions of the Design Committee;

(e) Responsibility for payment of all ad valorem taxes and assessments imposed on any of the common areas;

(f) Responsibility for the provision of such services to the residents of Mountain High as shall be deemed to be of benefit to the residents of Mountain High;

(g) Responsibility for procurement and maintenance of public liability insurance and casualty insurance on all improvements constructed on the common areas;

(h) Responsibility for collection of maintenance assessments, fees and charges and such assessments as may be

levied within this Declaration or any Supplemental Declaration;

(i) Responsibility for fixing of fees for use of the common areas;

(j) The power to contract with a purveyor of utility services on behalf of the owners and to impose charges upon the affected owners as part of their general or cluster assessments.

Section 2. Termination of Association. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association shall at any time be dissolved, whether inadvertently or deliberately, it shall immediately be succeeded by an unincorporated association of the same name. In the event, all of the powers and obligations of the incorporated association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association which vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any such successor unincorporated association shall be governed by the Articles of Incorporation and By-Laws of the incorporated association as if they had been made to constitute the governing documents of the unincorporated association.

Article V

Design Committee

The Design Committee shall exercise the functions for which it is given responsibility in any Supplemental Declaration and in this Declaration. Generally, the Design Committee will be responsible for the approval of plans and specifications for the development of units and common areas and for the promulgation and enforcement of rules and regulations governing the use and maintenance of units and common areas and the improvements thereon.

Section 1. Members: Term and Removal. The Design Committee shall consist of two persons appointed by the Board of Directors of the Association and three persons appointed by the Developer. Members may be removed and replaced at any time by their appointors. The Association shall keep on file at its principal office a list of the names and addresses of the members of the Design Committee.

Section 2. Action. Except as otherwise provided herein, members comprising a majority of the Design Committee shall have the power to act on behalf of the Design Committee,

without the necessity of a meeting. The Committee may render its decision only by written instrument, setting forth the action taken by the members consenting thereto.

Section 3. Failure to Act. If at any time the Design Committee shall fail to function for any reason, the Developer shall have the right to serve and act in the place and stead of the Design Committee.

Section 4. Duties and Rules. The Design Committee shall consider and act upon all matters properly submitted to it pursuant to this Declaration or any Supplemental Declaration. The Design Committee may by majority vote, from time to time and in its discretion, adopt, amend and repeal rules and regulations to be known as the "Design Committee rules" establishing its operating procedures and interpreting, detailing and implementing the provisions of the instrument pursuant to which it is charged with responsibility. The Design Committee may establish a reasonable fee to be paid to it to cover its costs incurred in considering and acting upon matters submitted to it. A current copy of the Design Committee rules shall be kept on file at the principal office of the Association at all times. Such rules shall have the same force and effect as if set forth herein as a part of this Declaration.

Section 5. Non-Waiver. Consent by the Design Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

Section 6. Estoppel Certificates. Within thirty (30) days after written demand therefor by a unit owner, the Design 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 improvements and other work within or upon said unit comply with this Declaration, or (b) that such improvements and work do not so comply for reasons specified in the certificate. Any purchaser or mortgagee of the unit may rely on such certificate with respect to the matters set forth therein, such matters being conclusive against the Developer and all unit owners.

Section 7. Liabilities. Neither the Design Committee nor any member thereof shall be liable to any unit owner or the Association for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Design Committee or member thereof, provided only that the Design Committee member, in accordance with actual knowledge possessed by him, has acted in good faith.

Section 8. Appeals. Decisions of the Design Committee may be appealed to the Board of Directors of the Association upon written petition.

ARTICLE VI

Property Rights and Use Restrictions

Section 1. Owners' Easement of Enjoyment. 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 following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Unit remains unpaid; and for a period not to exceed 60 days for an infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds majority of a quorum of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Developer's Easement. The Developer hereby reserves an easement on, over and across the Common Area roadways for unrestricted ingress and egress to property not otherwise subject to this Declaration. Developer shall, however, be subject to a pro rata assessment for Common Area maintenance if it shall use Common Area roadways for ingress and egress to property not subject to this Declaration.

Section 4. Use Restrictions. All portions of Mountain High shall be used subject to the following use restrictions:

- (a) No Nuisance. No excessive or unnecessary noise shall be generated by any vehicles, appliances, tools or pets.

Each Owner shall be responsible for compliance with this covenant with respect to his own behavior and that of his guests, licenses and invitees on his Unit and common areas.

(b) Restrictions on Motorized Vehicles. Except with respect to golf cars or carts specifically approved by the Association, no motorized vehicle shall be operated anywhere except upon a surfaced roadway, nor shall it be parked in other than a designated parking area.

(c) No Motor Homes, Campers, Trailers, and Camping Equipment. No motor homes, campers, trailers, boats or other camping equipment shall be stored or used for overnight living accommodations at Mountain High except in a designated recreational vehicle parking area.

(d) Control of Pets. No pets or domestic animals shall be permitted to run loose or unattended. No animals other than pets shall be kept or raised upon any Unit except household pets and domestic animals not used for any commercial purpose.

(e) No Firearms or other Weapons. No firearms, air pistols, archery, slingshots or any other weapons or projectiles shall be used or discharged anywhere within Mountain High.

(f) Maintenance of Units. Each Unit shall be maintained in a clean and attractive condition in good repair and in such fashion as not to create a fire hazard, and in compliance with the rules and regulations of the Association.

(g) Outside Storage. No materials such as firewood, building materials, ladders, refuse, or garbage containers shall be stored outside any structure.

(h) Design Control. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications have been approved by the Design Committee. All landscaping shall be developed and maintained in accordance with plans approved by the Design Committee.

Article VIII

Assessments

Section 1. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of

such assessments as to payments which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any remaining after such mortgages and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 2. Annual assessments shall consist of General and Cluster Assessments.

(a) General Assessments.

(1) Purpose. The General Assessment shall be used to promote the health, safety, and welfare of the Members and in particular to improve, maintain, and operate the Common Area and facilities, including funding of appropriate reserves for future repair and replacement. The General Assessment may also include any utility costs for which the Association has contracted for in accordance with Article IV, Section 1(j).

(2) Basis for Assessment. For General Assessment purposes, each Unit Owner and the Developer for each Unit it owns will be assessed the amount for the general assessment as fixed by the Association for each unit owned by each Unit Owner. Such assessments shall be applied uniformly to all Unit Owners.

(3) Maximum. Until the first day of the first fiscal year following commencement of assessments, the maximum Annual General Assessments shall be \$360.00 exclusive of any utility charges imposed upon affected Owners as part of their General Assessment.

(4) Change in Maximum. From and after the first day of the first fiscal year immediately following the commencement of assessments, the maximum annual general assessment shall increase each year by the percentage increase, if any, over the twelve-month period ending five months before the start of the fiscal year in the Consumer Price Index, or its equivalent, as published by the U. S. Department of Labor for Portland, Oregon, all Wage Earners. Such increase shall become effective the first day of the next fiscal year.

From and after the first day of the fiscal year immediately following the commencement of assessments, the maximum may be increased above the amount which can be set by the Board with the assent of a majority of the votes of a Quorum of each Class of members.

(b) Cluster Assessments.

(1) Purpose. A cluster assessment shall be imposed by the Association for each cluster to promote the health,

safety and welfare of the cluster owners and in particular to improve, maintain and operate the Common Area and facilities appurtenant to the cluster, including funding of appropriate reserves for future repair and replacement. The Cluster Assessment may also include any utility costs for which the Association has contracted for in accordance with Article IV, Section 1(j).

(2) Basis for Assessment. For cluster assessment purposes, each unit owner within the cluster and the Developer for each unit it owns within the cluster, shall be assessed a cluster assessment as fixed by the Association. Such assessments shall be applied uniformly to all unit owners within the cluster.

(3) Maximum. The initial maximum cluster assessment shall be set forth in the Supplementary Declaration establishing the Cluster. Each maximum cluster assessment shall be increased by the same percentage increase used in determining the increase in the maximum annual general assessment.

(c) Method of Assessment. The Board shall fix the Annual General and Cluster Assessments at an amount not in excess of the current maximum for each assessment. In the event the Board fails to fix an assessment for any fiscal year, then each assessment established for the prior year shall automatically be continued until such time as the Board acts.

(d) Date of Commencement of General Assessment. The first General Assessment provided for herein shall commence on the first day of the month following the recording of the first Supplementary Declaration establishing a Cluster hereunder.

Section 3. Special Assessments.

(a) Capital Improvement Assessment. The Association may levy in any assessment year a Special Assessment applicable to that year and payable over not more than the next three succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or upon public lands within the Properties, provided that any such assessment shall have the assent of two thirds of the votes of a Quorum of each class of members. Special Assessments for Capital Improvements on Cluster Common Areas which will primarily benefit, be paid for, and be maintained by the Owners of that Cluster require only the approval of two thirds of the votes of a Quorum of Owners of the affected Cluster.

(b) Restoration Assessment. The Association may levy a Restoration Assessment upon any Unit whose Owner fails to

maintain such Unit, as provided in Article VI, Section 4(f), or who fails to provide such maintenance funds as may be required by the Supplementary Declaration for such Unit. Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration or deficiency in required funds and the cost of collection thereof.

Section 4. Effect of Nonpayment of Assessments.
Each assessment, special assessment or charge levied or imposed pursuant to this Declaration or any Supplemental Declaration, together with interest thereon in an amount determined by the Board not to exceed the maximum legal rate of interest from the date of the charge until the date of payment, shall be a separate, distinct and personal debt and obligation of the unit owner of Mountain High against whom the assessment, special assessment or charge is levied or imposed or from whom the amount is due. If a unit owner fails to pay any such assessment or charge or any installment thereof when due, the unit owner shall be in default and the amount of the assessment or charge not paid together with interest, costs and attorneys' fees as elsewhere provided for herein, shall become a lien upon the unit or units owned by the person from whom the assessment or charge is due. The Association may file a notice of lien in the records of mortgages of the County of Deschutes, State of Oregon which notice shall set forth the amount due, a description of the unit against which the lien is imposed, the provisions under which the lien is claimed, and the fact that, unless the amount is paid, the unit subjected to the lien shall be sold in satisfaction thereof. The Association may commence proceedings to foreclose any such lien at any time within three (3) years following the date of such filing and foreclosure shall occur in a manner provided for foreclosure of a mortgage under the laws of the State of Oregon.

(a) **Expenses and Attorneys' Fees.** In the event that the Association shall employ an attorney or bring any suit or action in order to enforce any provision herein contained in the Declaration or in a Supplemental Declaration, to collect any money due to it thereunder or to foreclose a lien, the Defendant in such instance shall pay to the Association all attorney's fees, costs and expenses which the Association shall incur in connection with such employment, suit or action, including a foreclosure title report, and including attorneys' fees incurred in connection with any appeal of a decision of a trial court or an intermediate appellate court.

(b) **Non-Exclusiveness and Cumulation of Remedies.** Election by the Association to pursue any remedy provided for the violation of any provision of the Declaration or of a Supplemental Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted thereunder or permitted by law. The remedies provided in the Declaration and in any Supplemental Declaration are not intended to be

exclusive but shall be in addition to all other remedies, including actions for damages or suits for injunctions or for specific performance available under applicable law.

ARTICLE VIII

General Provisions

Section 1. Enforcement. The Association, any Owner, or any first mortgage holder shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of each class of members and thereafter by an instrument signed by not less than sixty-five percent (65%) of each class of members. Any amendment must be recorded.

Section 4. Encroachments. If any portion of the common area now encroaches upon any unit, or if any improvement located on any unit now encroaches upon any other unit or upon any portion of the common area, as a result of the construction of any improvement, or if any such encroachment shall occur hereafter as a result of settling or shifting of any improvements, a valid easement for the encroachment and for the maintenance of the same so long as the improvement stands shall exist. In the event any improvement, unit or adjoining common area shall be partially or totally destroyed as a result of fire or any casualty, or as a result of the condemnation or eminent domain proceedings and then rebuilt, encroachments of parts of the common area upon any other, or upon any portion of the common area due to such rebuilding shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the improvement shall stand.

Section 5. Limitations. As long as the Developer has an interest in developing the Properties as defined in Article I hereof, the Association may not use its financial resources to defray any costs of opposing the development activities so long as they remain consistent with the general intents of the Development Plan. Nothing in this Section shall be construed to limit the rights of Members to act as individuals or in affiliation with other Members or groups.

Section 6. Interpretation. This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development thereof.

Article X

Certain Rights of the Developer

For such time as the Developer shall own units, its rights and interests shall not be prejudiced by any of the following actions unless it shall, in writing, join in such actions.

There shall be no amendments to the Founding Documents which:

- (a) Discriminate or tend to discriminate against its rights as an Owner.
- (b) Change Article I, Definitions, in a manner which alters its rights or status.
- (c) Alter its rights under Article II as regards annexation of additional properties.
- (d) Alter the character and rights of membership or the rights of the Developer as set forth in Article III.
- (e) Alter previously recorded or written agreements with public or quasi-public agencies as regards easements and rights-of-way.
- (f) Deny the right to convey Common Areas to the Association so long as such Common Areas lie within the land area represented in Exhibit A.
- (g) Alter its rights as set forth in Article V relating to design controls.

- (h) Alter the basis for assessments.
- (i) Alter the provisions of the protective covenants as set forth in Article VI.
- (j) Alter the developer's easement as set forth in Article VI, Section 3.
- (k) Alter the Developer's rights as they appear under this Article.

IN WITNESS WHEREOF the parties hereto have signed this Declaration this 28 day of August, 1980.

J. L. WARD CONSTRUCTION CO., INC.

By [Signature]
JAN L. WARD, President

STATE OF OREGON, County of Deschutes: ss.

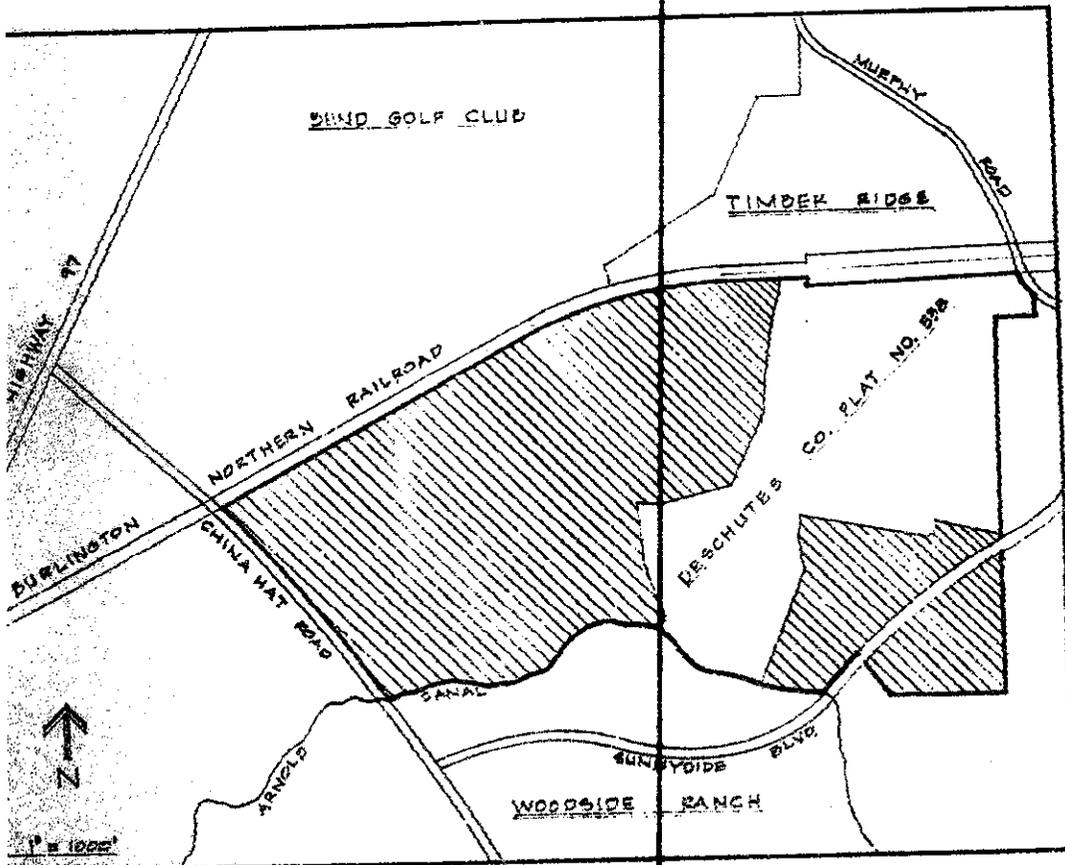


The foregoing instrument was acknowledged before me this 28th day of August, 1980 by JAN L. WARD, president of J. L. WARD CONSTRUCTION CO., INC., an Oregon corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: Jan. 7-1984

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EXHIBIT "A" TO MOUNTAIN HIGH DECLARATION
COVENANTS, CONDITIONS AND RESTRICTIONS



DENOTES ADDITIONAL PROPERTY
WHICH MAY BE INCLUDED
IN MOUNTAIN HIGH COMMUNITY

5474

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument
of writing was received for Record
the 2 day of Sept A.D. 19 80
at 1:36 o'clock P. M., and recorded
in Book 327 on Page 705 Records
of Deschutes

ROSEMARY PATTERSON
County Clerk

By Debra S. Sullivan Deputy