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**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE HIGHLANDS AT VISTA RIDGE
A PLANNED UNIT DEVELOPMENT**

THIS DECLARATION, originally made by Highland Associates, Inc., as Developer, recorded in Book 1309, page 389, et seq. as document 94-16781, and subsequently amended in document 2014-00319, is, on this date and according to the authority of Oregon Revised Statutes 94.590(6), restated by the undersigned. ⁱ

WHEREAS, the property in the County of Douglas, State of Oregon, hereinafter referred to as "THE HIGHLANDS" or "subdivision" is a Planned Unit Development for which the legal descriptions are attached as Exhibit A.

WHEREAS, in and by the original Declaration, said property has been made subject to certain protective covenants, conditions, restrictions, reservations, easements, liens and charges for benefit of the subdivision and its present and subsequent owners.

NOW, THEREFORE, (1) all lots in the subdivision are, and must be, held and conveyed upon and subject to the covenants, conditions, restrictions, reservations, and easements hereinafter set forth, all of which are for the purpose of enhancing and protecting the value and use, and (2) the covenants, conditions, restrictions, reservations, and easements constitute covenants and servitudes are to run with the land, and (3) that these covenants, conditions, restrictions, reservations, and easements inure to the benefit of and burdens upon future owners and occupants of the subdivision and any interest therein.

This Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for the Highlands at Vista Ridge, a Planned Unit Development, is intended to replace the previous Declaration in its entirety and each reference herein or elsewhere to the Declaration shall be construed and understood to refer to this document. ⁱⁱ

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1 ARTICLE ONE - DEFINITIONS

1.1 "ASSOCIATION" means THE HIGHLANDS AT VISTA RIDGE HOMEOWNER'S ASSOCIATION, INC., a nonprofit corporation, its successors and assigns. The affairs of the Association are governed by a Board of Directors as specified in Article 3 of the Bylaws.

1.2 "COMMON AREA" shall mean all property and appurtenances thereto now or hereafter owned by the Association or annexed to THE HIGHLANDS¹ for the common use and enjoyment of the Members.

1.3 "CONVENTIONAL HOME" means a structure constructed on-site, having sleeping, cooking, electrical and plumbing facilities, and intended for human occupancy and being used for residential purposes. ⁱⁱⁱ

1.4 "DEVELOPER" means Highland Associates, Inc., and the successors, heirs and assigns of the Developer of THE HIGHLANDS.

1.5 "LOT" means any numbered plot of land shown on the applicable recorded plat of THE HIGHLANDS.

1.6 "MANUFACTURED HOME" means a structure constructed off-site, designed for movement on the public highway on its own wheels and axles, to be placed on real property permanently or semi-permanently, having sleeping, cooking, electrical and plumbing facilities, and intended for human occupancy and being used for residential purposes.

1.7 "MANUFACTURED HOME ACCESSORY STRUCTURE OR BUILDING" means any portable, demountable or permanent cabana, ramada, garage, porch, steps, shed, building or other structure established for use or enjoyment of the occupant of a manufactured home, whether the same be prefabricated or on-site or independent of the manufactured home for structural support in whole or in any part, but that complies with architectural, design control and maintenance provisions of this Instrument.

1.8 "MODULAR HOME" means any structure constructed off-site, designed for movement on the public highway by means of a flatbed truck or other transportation device, to be placed on real property on its own permanent foundation, having sleeping, cooking, electrical and plumbing facilities, and intended for human occupancy and being used for residential purposes.

1.9 "OWNER" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract purchasers as shown in the records of Douglas County Oregon, but excluding those having such interest merely as security for the performance of an obligation. Each Owner is also a Member.

¹ See Exhibit B

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1.10 "PROPERTIES" means the real property herein described in the attached Exhibit A and such additional property thereto as may hereafter be brought within the jurisdiction of these protective covenants, conditions and restrictions.

1.11 "RESIDENT NON-MEMBER" means any person who resides in THE HIGHLANDS who is not an Owner, including but not limited to persons holding a leasehold estate in any building or Lot in the subdivision for a period in excess of thirty (30) continuous days.

1.12 Deleted as obsolete text. ^{iv}

1.13 "UTILITY EASEMENTS" refers to easements of record within THE HIGHLANDS for the purpose of building, constructing and maintaining therein underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio or television cables and other similar services now or hereafter commonly supplied by private or municipal corporations.

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2 ARTICLE TWO - PROPERTY SUBJECT TO THESE COVENANTS

2.1 The Development. The real property described below shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration. (See Legal Description attached as Exhibit A) Such described real property, together with other real property from time to time annexed thereto and made subject to this Declaration pursuant to Article 2.2, shall constitute THE HIGHLANDS.

2.2 Annexation of Subsequent Developments. Developer may from time to time and in its sole discretion annex to THE HIGHLANDS any adjacent real property now or hereafter acquired by it, and may also from time to time and in its sole discretion permit other holders of adjacent real property to annex the adjacent real property owned by them to THE HIGHLANDS. The annexation of any adjacent real property shall be accomplished as follows:

2.2.1 The holder or holders of such real property shall record a declaration which shall be executed by and bear the approval of Developer and shall, among other things, describe the real property to be annexed, establish any additional or different covenants, conditions, restrictions and limitations which are intended to be applicable to such property and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

2.2.2 The property included by any such annexation shall thereby become a part of THE HIGHLANDS, the declaration with respect thereto shall become a part of this Declaration, and the Association shall have and accept and exercise administration of this Declaration with respect to such property. Upon any annexation, the proportional undivided ownership in general common areas attributable to each parcel shall be equitably adjusted on a pro-rata basis.

2.2.3 Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed area may:

2.2.4 Establish such new land classifications and such covenants, conditions, restrictions and limitations with respect thereto as Developer may deem to be appropriate for the development of the annexed property.

2.2.5 With respect to existing land classifications, establish such additional or different covenants, conditions, restrictions and limitations with respect thereto as Developer may deem to be appropriate for the development of such annexed property.

2.3 Future Development. Developer expressly reserves the right on behalf of itself and its successors and assigns to develop other tracts contiguous to platted tracts and there is no limitation on the number of Lots or units which the Developer may create or annex as common property to this planned community.

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2.4 The Developer has given a street easement for ingress and egress to the owners of one or more adjacent parcels to use and cross THE HIGHLANDS. The Developer reserves the right to expand the planned community by annexing Lots or common property or by creating additional Lots by developing adjacent property:

2.4.1 Voting rights given to these additional Lots shall be allocated by the same method as those given the Lots in the original development as outlined in Article 3.

2.4.2 Common expenses shall also be allocated to these additional Lots by the same method as those outlined in Article 9.

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3 ARTICLE THREE - VOTING

3.1 Membership in the Association is mandatory for each Owner and any successive Owner. All Membership and voting procedures are governed by the Articles of Incorporation and the Bylaws of the Association.

3.2 Members are entitled to one vote for each Lot in which they hold the interest required for Membership. When more than one person holds such an interest in any Lot, all such persons are Members. When more than one Member exists for a given Lot, the vote for such Lot may be exercised as those Members themselves agree. If they are unable to agree, they may cast fractional votes, proportionate to their interest, but in no event shall more than one vote be cast with respect to any one Lot. Members may vote by proxy. ^v

3.3 All meetings of the Association shall be open to Owners. ^{vi}

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4 ARTICLE FOUR - MEMBER'S EASEMENTS OF ENJOYMENT

4.1 Member's Easements of Enjoyment. Every Member of the Association shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to, and shall pass with, the title to every Lot, subject, however, to the following provisions:

4.1.1 The right of the Association to reasonably limit the number of guests of Members permitted to use the Common Areas.

4.1.2 The right of the Association to charge reasonable admission fees for the use by any guest of any recreational facilities situated upon the Common Areas.

4.1.3 The right of the Association, in accordance with its Articles of Incorporation and its Bylaws, to borrow money for the purpose of improving the Common Areas and facilities and, in aid thereof, to mortgage said Common Areas and facilities for such purposes; and the rights of any mortgage in said property shall be subordinate to the rights of the Members hereunder.

4.1.4 The right of the Association to suspend any Member's voting rights and/or right to the use of any of the recreational facilities owned by the Association when an assessment against the Member's property has not been paid for a period exceeding sixty (60) days and reasonable notice to suspend the Member's voting rights and/or right to use has been sent to the Member.

4.1.5 The right of the Association to dedicate or transfer all or any part of the Common Areas 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 signed by Members entitled to cast three-fourths (3/4) of the votes have been recorded in the appropriate records of Douglas County, Oregon, agreeing to such dedication or transfer and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than ninety (90) days prior to such dedication or transfer. ^{xv}

4.1.6 The right of the Association to promulgate reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of such Common Areas by the Members of the Association without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any Lot, including, without being limited thereto, rules restricting persons under designated ages from using certain portions of Common Areas during certain times, and reasonable regulations and restrictions regarding parking, fees and use of the recreational vehicle storage areas. ^{xvi}

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4.2 Delegation of Use. Any Member may delegate, in accordance with the rules and regulations adopted from time to time by the Association, his right of enjoyment to the Common Areas and facilities to the Members of his family, his tenants, his guests, subject to any applicable guest fee, or such other charges. Parents, homeowners, guardians and tenants will be responsible for behavior and control of all minors visiting or otherwise under their responsibility. Use of any recreation or service facility of THE HIGHLANDS by a minor will only be at specified times that are determined by the Association. Resident Non-Members shall have the same easements of enjoyment as Owners.

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5 ARTICLE FIVE -ARCHITECTURAL AND DESIGN CONTROL

5.1 All manufactured or modular homes placed in THE HIGHLANDS must have a width of at least twenty-four feet and not less than nine hundred sixty (960) square feet of interior floor space. ^{vii}

5.2 All manufactured homes and accessory structures shall have foundations of sufficient strength to support the required live loads and actual dead loads imposed by the manufactured homes and/or accessory structure based upon accepted engineering design standards.

5.2.1 Sheds. Sheds on the Lots shall be allowed in the back and side of homes in The Highlands. No shed shall protrude past the front corner of any home and should be low profile. Sheds should match the design and color of the house. Sides and doors should be constructed of wood or wood composite materials and roofing should match the roofing of the home. ^{viii}

5.3 Placement of every manufactured/modular home and manufactured/modular home accessory structure shall be in strict conformity with all zoning and other requirements of the Planned Unit Development application as approved by Douglas County Planning Department File No. 92-109, April 15, 1993. For reasons of fire protection and aesthetics, the following set-back shall be maintained from Lot lines. Variances from these requirements may be granted for cause after application to both the Association and Douglas County.²

5.3.1 Rear Set-Back. For any structure, fifteen (15) feet is minimum rear set-back, unless in the sole discretion of the Association, specific site conditions exist justifying reducing the set-back to eight (8) feet. In no event shall the set-back be less than eight (8) feet.

5.3.2 Side Set-Back. For any structure, five (5) feet is minimum side set-back.

5.3.3 Front Set-Back for all Homes. Fifteen (15) feet is minimum set-back, unless in the sole discretion of the Association, specific site conditions exist justifying reducing the set-back to eight (8) feet. In no event shall the set-back be less than eight (8) feet. ^{ix}

5.3.4 Front Set-Back for a Patio. Five (5) feet is minimum set-back.

5.4 All driveways and parking areas on Lots shall be of concrete³, designed and installed in accordance with any and all applicable federal, state and local codes and requirements, and by a bonded contractor, licensed by the State of Oregon.

² See Exhibit C, Douglas County Planning Department variance approvals for specific lot front and side setbacks.

³ "concrete" means construction material including a binder such as Portland cement as opposed to petroleum-based asphalt.

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5.5 Except cedar or redwood decks and fences, all wooden structures and surfaces shall be painted or stained and maintained in a good state of repair. All utilities systems, inside and outside of the manufactured home and accessory structures, shall comply with all applicable federal, state, and local codes and requirements at the time they are installed. All utility supply lines and devices and sewer drain and water lines, shall be entirely underground outward from the edge of the manufactured home foundation wall. Electricity transformers placed by the electrical utility with approval of the Association shall be the only exceptions.

5.6 No exterior alteration or addition, however slight, may be made to any home or accessory structure or building without prior written approval of the Association. This paragraph does not apply to or prohibit repairs, maintenance or replacement reasonably necessary and utilizing materials of similar quality, quantity, color and texture of previously used materials.

5.7 Fences on the Lots shall only be allowed in the back and side yard of homes in THE HIGHLANDS. Barbed/razor wire is prohibited from fences on the Lots. No fence shall protrude past the front corner of any home in THE HIGHLANDS. No fence or hedge shall exceed a height of six (6) feet, and all hedges located within the applicable set-back areas from the front Lot line and side street lines shall not be in excess of three (3) feet in height. Vehicular traffic sight lines must be preserved within the applicable Lot set-backs. *

5.8 Plans and Approvals. Each prospective Owner/lessee must submit the following to the Association for approval prior to placement or installation:

5.8.1 A plot plan of the Lot showing the installed home with driveways, patios, garage, etc. and how it will be placed or utilized; and

5.8.2 a landscape plan. (See Article 5.15 below.)

5.8.3 Each Owner/lessee must conform to all Douglas County ordinances and Oregon State Regulations and shall be responsible for obtaining a building permit and all other necessary County and utility approvals. No applications shall be made to the County for permit approval until all of the items above have been approved in writing.

5.9 Siding. All homes must have an exterior that is either stained or painted (refer to section 6 of the Architectural Guidelines). Sides facing the street should be horizontal lap siding in accordance with the Architectural Guidelines. No aluminum or vinyl siding will be permitted. *

5.10 Roofing. Only composition-type roofing shall be allowed in THE HIGHLANDS. ^{xii}

5.10.1 Solar. Solar panels must be approved by the Architectural Committee and the Association. ^{xiii}

5.11 Patio Covers. All patio covers must be of a size appropriate for the area and purpose and all plans must follow the Architectural Guidelines and be approved by the Architectural Committee and the Association in writing prior to construction. ^{xiv}

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5.12 Garages. All homes must have a minimum of a two-car garage. All plans must be approved in writing by the Architectural Committee and the Association.

5.13 Home Installation and Recessing. All homes shall be recessed and of single-story construction. The perimeter foundation shall be installed in an attractive, workman-like manner. Painted vertical aluminum skirting shall not be used. Wheels and/or axles must be removed at the time of installation. All homes must be recessed to within fifteen (15) inches of the grade. The dirt that is excavated from under the home pad shall be utilized as back fill around the home so that drainage is adequate and away from the home. Any exposed foundation wall must be composed of split face cement block or brick as explained in the Architectural Guidelines. All foundations, bracing and back filling must be accomplished according to an approved plan.^{xv}

5.14 Air Conditioners/Heat Pumps. All homes with air conditioning or heat pump or liquid cooling equipment shall have such equipment installed at ground level in the rear of the home rather than roof-top units. The condensate from such equipment shall not be permitted to drain on the ground under the home.

5.15 Landscaping. All residents must landscape and maintain their Lot and home in a clean, attractive and well-kept fashion. A landscaping plan is required prior to any work. The plan must describe in detail the locations and sizes of all decorative structures, and by name the types and sizes of plants, trees, ground cover or materials to be used. Landscaping work shall be accomplished within forty-five (45) days following the completion of construction or installation of the home, and shall conform strictly to the approved Landscape Plan. If the installation or construction of homes is completed at a time of year when the weather or growing season is not conducive to planting, appropriate time delays will be granted.

5.15.1 At least two trees, of fifteen (15) gallon size, are required to be planted on each Lot. It is recommended the trees are to be of a type that, when mature, will not grow to over twenty (20) feet in height. Placement of trees shall be in areas of the Lot that shall not block a neighbor's view from their living room, kitchen window or deck when the tree reaches maturity. Because certain types of trees and ground cover are not permitted in Douglas County, a landscaping plan must be presented to the Association for prior approval before any landscaping may be done.^{xvi}

5.15.2 There are buried utilities near or on various Lots. Do not do any digging without first checking with the Association representative or appropriate utility company.

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5.16 Drainage. The following requirements shall be applicable to the real property described herein and shall be for the benefit of and limitations upon all present and future Owners of said property, or of any interest therein.

5.16.1 Sewer Service. The sewer service connection shall include the connection of the crawl space drain trench to the "French drain" function of the sewer line trench. The service connection shall conform to Douglas County Planning Department File #92-109 titled Installation Details for Manufactured Housing.

5.16.2 Graded Crawl Spaces. The finish surface of the ground under the home shall be compacted, graded smooth, and sloped to drain to a drain trench under the home, which will in turn carry water to the location of the storm runoff connection. The drain trench shall include a four (4) inch, perforated, rigid drain pipe, sloped to drain. If it is discovered that under-floor drainage cannot be achieved through connection of the crawl space drain trench to the trench drain or sewer trench that serves the Lot (See Installation Details), a sump shall be constructed at the low point in the crawl space drainage trench, and an automatic sump pump shall be installed, with discharge to the street or to other approved drainage ways, such as storm sewers. If a building site requires additional or unusual drainage plans for groundwater, each will be designed individually.

5.16.3 Foundations. Footings for the support of all homes shall be continuous concrete footings. Footings shall be poured in trenches excavated below the finish grade under the homes, so as not to interrupt the drainage of the under floor area and shall be centered under each girder. ^{xvii}

5.16.4 Vapor Barrier. A vapor barrier consisting of a minimum six (6) mil plastic sheet shall be spread over the entire area of crawl space under each home, manufactured or modular. At the center line of the drain trench there shall be an open joint, a cut, or holes through the plastic sheet to allow water on the surface of the plastic sheet to enter the drain trench.

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5.17 Miscellaneous. The following items shall be considered part of these specifications:

5.17.1 All hitches shall be of the removable type and removed upon installation of the home in THE HIGHLANDS.

5.17.2 A water pressure regulator valve must be installed at the water inlet or at the underground connection.

5.17.3 Anti-siphon valves are required at the service inlet junction.

5.17.4 Two exterior hose bibs for maintenance and watering purposes are required.

5.17.5 A four (4) foot wide sidewalk will be installed adjacent to the street across the entire frontage of the Lot where applicable. Final decision on placement of sidewalks in THE HIGHLANDS shall be at the sole discretion of the Association and such decision shall be determined by site suitability due to the varied topographical contours of THE HIGHLANDS.

5.18 Antennae. Refer to “**EXCEPTIONS, RELIEF, INTERPRETATION**”, 2014-003021 dated 02/20/2014 and the Architectural Guidelines. All Lots are provided commercial cable access.⁴
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5.19 Trash Containers. Trash shall be picked up once a week by the Douglas County franchised local refuse hauler. All homes that utilize this service are required to have at least one thirty (30) gallon plastic container (may be provided by refuse hauler) which shall be kept out of sight except on the day the trash is hauled or the day before and removed the same day as pickup. Tree trimmings and other large green waste items are to be placed in the large trash bin provided by the Association.^{xix}

5.20 Exceptions. Under certain circumstances exceptions to the requirements of Article 5 may be permitted. Any and all exceptions or deviations from the architectural requirements of Article 5 must be approved in writing by the Association prior to installation or construction.

5.21 Completion of Work. The Lot Owner shall complete the construction, reconstruction, refinishing or alteration of any improvement within four (4) months after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Lot Owner due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Lot Owner or his agents.

⁴ Except as preempted by Federal law.

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5.22 If the Architectural Committee fails to approve or disapprove such plans and specifications within thirty days (30) after the same have been submitted to it in writing, the Owner or Owners of the Lot involved shall notify the Board of Directors in writing. If the Board of Directors shall fail to approve or disapprove such plans and specifications within thirty (30) days of such notice, then such plans and specifications shall be deemed to have been approved and the Owner of such Lot thereafter may pursue the same to the extent only that this Declaration expressly permits. Provided, however, that no variance from the requirements can be permitted without compliance with the variance provisions of Article 10.4.

5.23 It should be noted that these are the minimum architectural specifications of THE HIGHLANDS and that certain cases may require stricter standards.

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6 ARTICLE SIX - PROPERTY USE RESTRICTIONS

6.1 The following restrictions are for the benefit of and constitute burdens upon all Lots within THE HIGHLANDS and all present and future Owners of Lots in THE HIGHLANDS, or any interest therein:

6.1.1 All Lots in THE HIGHLANDS shall be used exclusively for single family residential purposes. However, the Developer may use any of the Lots within the THE HIGHLANDS owned by it for model home sites, sales offices and parking therefor. Only one home shall be placed on any Lot within THE HIGHLANDS. All homes are encouraged to be owner-occupied. No home or Lot shall be rented for less than thirty (30) continuous days at one time. All rental and lease agreements shall be in writing and provisions shall require tenants to comply with these covenants, conditions and restrictions, and to ensure continuous compliance with the 55 or over exemption from the Fair Housing Act, the same as all other owner-occupied units.

6.1.2 Unless written approval is first obtained from the Association, no sign of any kind may be displayed to public view on any building or Lot.

6.1.3 No animals, livestock or poultry of any kind may be raised, bred or kept on any Lot, except dogs, cats or other household pets, provided that they are not kept, bred or maintained for any commercial purpose. The Owner of any dog or cat must keep said dog or cat on a leash or keep it confined in the rear portion of the Lot, or in the dwelling, and no cat or dog shall be allowed to run free within THE HIGHLANDS. No pet or pets will be allowed that create a nuisance for others living in THE HIGHLANDS. The Association shall arbitrate any disputes arising from nuisance complaints and the decision of the Association shall be final.

6.1.4 No part of THE HIGHLANDS may be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No garbage, trash or other waste may be kept or maintained on any Lot except in a sanitary container located within a building or within a trash enclosure hidden from public view. All such waste and garbage must be promptly and periodically removed.

6.1.5 No noxious, offensive or unsightly conditions are permitted on any Lot, nor may anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Each Owner shall maintain their Lot, grounds, landscaping and the like in a well-cared-for manner. Lawns shall be mowed on a regular basis keeping grass no longer than four (4) inches in length. Lawns shall be kept green with the use of fertilizers and proper watering during the summer months. Lawns, flower beds and shrub areas shall be kept free of weeds and the like.

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6.1.6 All recreational vehicles and boats shall be stored or otherwise parked in the designated recreational vehicle parking areas only. No commercial vehicles of any kind, other than a passenger automobile, station wagon, van or pickup truck of the size of three-quarter (3/4) ton or less, shall be parked or stored within THE HIGHLANDS on public or private property, except such of the same as may be reasonably incident to services being performed or deliveries being made within THE HIGHLANDS. A fee may be charged for recreational vehicle storage.

6.1.7 No car parts, appliances, immobilized or immobile vehicles shall be placed or stored upon any Lot within THE HIGHLANDS or any public or private streets or ways. Any such property so described will be removed after seventy-two (72) hours at the Lot Owner's expense.⁵

6.1.8 Temporary wood steps may be employed in conjunction with initial placement of a manufactured/modular home but must be replaced by a permanent set of steps, or a porch or deck where required, within sixty (60) days after placement of the manufactured/modular home.
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6.1.9 No clothes lines, clothes racks or other apparatus on which clothes, rags or similar items are exposed for the purpose of drying or airing shall be located on any Lot.

6.1.10 Lot line adjustments will be permitted provided Douglas County Planning Department and the Association approves such adjustment.

6.1.11 In the event a common open space is permitted to deteriorate or is not used and maintained consistent with the final development plan, Douglas County may, at its option, cause such maintenance to be done and assess the costs to the Members of the Association.

6.1.12 Drones are not permitted to be flown above The Highlands without prior written approval of The Board and must follow all local, state and FAA regulations and licensing. The application must include the purpose of their drone, weight specifications, make and model, and the dates and times of intended use. The application legally binds the owner to follow this drone policy and reimburse the association for any resulting damages. Drone owners must have insurance covering any damages from drone use. Proof of insurance, specifically for drone liability, must be submitted with the application. Drone owners must shoulder all damages resulting from their drone use. The Board will not hesitate to report them to the FAA should they practice unsafe operations. ^{xxd}

⁵ "Private Ways" means a road on private land.

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7 ARTICLE SEVEN - COMPLIANCE: FAIR HOUSING ACT; 55 OR OVER EXEMPTION

7.1 The Association will comply with the amended Fair Housing Act of 1989 through an exemption of "55 or over housing" which among other things requires that at least 80 percent of the units in this project be occupied by at least one person who is 55 years of age or older.

7.2 In order to ensure that at a future date the project does not slip below the 80% rule, the Association will require that every household have at least one person 55 years of age or older.

7.3 The Association desires that THE HIGHLANDS remains a "55 year and older" development in perpetuity. However, the Association cannot guarantee this due to the fact that the Department of Housing and Urban Development (HUD) and other offices of the Federal Government have the final say as to whether a development qualifies as "55 year and older". If HUD disallows the "55 year and older" status for THE HIGHLANDS then neither the Association nor the Developer shall not be held responsible for any claim for damages an Owner or Resident Non-member may have at that time or in the future.

7.4 As further assurance, all future Owners of Lots purchase their property subject to this restriction and they agree that the use of their property and any subsequent sale of their property is subject to compliance with this exemption and that any sale or renting or leasing of any unit in this project is subject to prior approval by the Association to ensure continued compliance with the 55 or over exemption.

7.5 Children will not be allowed to reside in THE HIGHLANDS. A child is defined as any person under the age of 21 years. Children may visit for a period not to exceed 30 days unless permission has been granted by the Association. The Board of Directors may waive the requirement in hardship situations where guardianship or custody of a child is requested by the resident.

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7.6 All persons purchasing a Lot in THE HIGHLANDS shall be required to execute an acknowledgment of the applicability of this exemption to the Fair Housing Act and, in addition, the deed and other sales documents shall contain a covenant restricting the use or occupancy of the Lots to ensure continued compliance with the Fair Housing Act and stipulating this as a condition of the sale. The disclosure and/or sales documents shall provide that in the event the Owner or lessee has any children for a period in excess of thirty (30) days, the Owner shall be in default. In the event the Owner is in default, the Association shall have the following remedy:

7.6.1 The Association shall be entitled to the exclusive option to purchase the Owner's real property. In exercising its option to purchase, the Association shall give the Owner thirty (30) days written notice specifying the Owner's default and the Association's election to exercise its exclusive option to purchase. The Association shall have the property appraised and it shall be entitled to purchase the property at the properties fair market value less fifteen percent (15%). Closing of the sale shall occur on or before the sixtieth (60th) day following the date the Association gives written notice of its intent to exercise its exclusive option to purchase.

7.6.2 The election to pursue the above remedy shall not be a waiver of the Association's rights to pursue any and all other remedies which it may have.

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8 ARTICLE EIGHT - EASEMENTS

8.1 The Association and public utilities providing natural gas, electricity, telephone and television, and their agents, successors and assigns, have been granted perpetual easements as shown on the recorded plat maps of THE HIGHLANDS for the sole purpose of installation, maintenance or repair of underground and above-ground electrical supply, transmission and transforming devices, including stations, reasonable and necessary to provide electrical and other utilities to and across the Lots within THE HIGHLANDS including electricity, natural gas, water, subsurface disposal and television. Such easements shall be subject to reasonable rules and regulations governing rights of use as adopted from time to time by the Association. No Owner or occupier of any Lot shall block, hinder or interfere with the reasonable exercise of such easement rights. The possessor of such easement rights shall be responsible for restoration of ground elevations and ground conditions (exclusive of vegetation) as nearly as reasonably possible to the conditions existing prior to use of the easement.

8.2 The Association has the exclusive right to declare and grant such other and additional utility easements over part or all of the property subject to an easement as described in the preceding paragraph as the Association, after approval of three-fourths (3/4) of the votes of the Members who are voting in person or by proxy at a special meeting called for that purpose or at the annual meeting.

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9 ARTICLE NINE -ASSESSMENTS AND ENFORCEMENT

9.1 The Board of Directors, acting on behalf of the Association, shall have the power in its discretion to perform any obligations of any Lot Owners required by this Declaration. The Board of Directors, acting on behalf of the Association, shall also have the power in its discretion to perform any condition of an approval by the Board of Directors. Such performance may be accomplished by a person or persons designated by the Board of Directors. Such performance shall not occur until the Board of Directors has provided written notification of such obligation to the Owner or Owners of the Lot in question with the request that such obligation be performed within not less than thirty (30) days of such notification. Such notification shall be deemed given when deposited in the U.S. Mail, both first-class mail and certified mail return receipt requested, with postage prepaid. Such performance by or at the direction of the Board of Directors shall not occur until such Owner has failed to perform such obligation within the time provided.

9.2 The Board of Directors, acting on behalf of the Association, shall have the power to assess the actual cost of such performance as described in the preceding paragraph against the Lot in question, and the Owner(s) of the Lot in question. Such assessment shall be accomplished by delivery of notification thereof to each Owner of record of the Lot in question. Such notification shall be deemed delivered, and such assessment made by deposit of such notification in the U.S. Mail, addressed to the last-known address of such Owner, both first-class mail and certified mail return receipt requested, with postage prepaid.. Such assessment shall constitute a charge on the Lot and will be a continuing lien on the Lot upon which the assessment is made. Each assessment, together with accruing interest, costs and reasonable attorney fees, shall also be the personal obligation of each Owner of the Lot at the time of such assessment. Such assessment will remain a lien on the Lot until paid or foreclosed.

9.3 The Board of Directors, acting on behalf of the Association, shall have the authority and right to levy regular and special assessments as hereinafter provided for the purpose of (1) effecting a regular program of maintenance, (2) for enforcing any of the provisions of this document against any person or entity, (3) for the payment of the expenses of administration of the Association and the Board of Directors, including accountant fees and the cost of liability insurance, and (4) for creating a reasonable reserve fund for payment of future repairs. All assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in THE HIGHLANDS and for the improvement and the maintenance of the common area. The Board of Directors, on its own motion or upon petition of any Member, may declare a need to repair or perform maintenance apart from any regular program adopted by the Board of Directors.

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9.4 Maximum Annual Maintenance, Operation, & Reserve Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment per Lot, including the reserve account, was Six Hundred Dollars (\$600.00), or Fifty Dollars (\$50.00) per month. The reserve account shall be funded with at least ten percent (10%) of each assessment payment. And, after the end of each operating year, the reserve account shall also promptly receive any unspent but collected assessments. This reserve account shall be used as a replacement reserve for paying any capital improvements or capital repairs other than ongoing expenses incurred in landscaping, general maintenance and the like as outlined in Article 9.5 below and Article 12:

9.4.1 The Board of Directors may increase the annual assessment each year by not more than five percent (5%).

9.4.2 The annual assessment may be increased by more than five percent (5%) by the approval of sixty percent (60%) of the votes of the Members who are voting in person or by proxy, at a meeting duly called for this purpose or at an annual meeting.

9.4.3 Recognizing that the Developer has already incurred substantial development costs in this project and that the Developer is not residing in or benefiting from the common area facilities, there will be no assessments or charges against any Lots owned by the Developer, other than their obligation to pay the monthly reserve assessment, either during the time the Developer owns those Lots awaiting sale or in the event of repossession or foreclosure and return of the Lots to the Developer. This section cannot be amended without prior written approval of the Developer. ^{xxii}

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9.5 Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only 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, provided that any such assessment shall have the approval of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

9.5.1 All assessments described in Article 9.5 shall be due on the tenth (10th) day following the date notification of such assessment is made. Any assessment not paid when due is delinquent. If not paid within thirty (30) days after being due, each assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum⁶, and there shall be a Fifteen Dollars (\$15.00) late charge for each month that said assessments are not paid. If not paid within thirty (30) days after being due, such assessments, and the lien and obligation to which they are related, may be enforced in the name of the Association in the manner provided by law with respect to debts at law and/or sale in equity, but only after notice of assessment is recorded in the County records of Douglas County, Oregon. In the event of any such enforcement, the Owner or Owners of the Lot at the time the assessment was made shall be personally liable for all expenses, attorney fees, costs and disbursements therein, including any of the same incurred on appeal. The Lot to which any such enforced assessment relates shall be similarly liable for expenses, attorney fees, costs and disbursements, including all appeals. The Owner of any such assessed Lot shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No Owner may waive or otherwise escape liability for assessments provided herein by non-use or abandonment of any Lot or property.

9.6 Written notice of any meeting called for the purposes of taking any action authorized under Articles 9.4 and 9.5 of this Article shall be sent to all Members neither less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

⁶ A lesser percentage per annum stated in Bylaws Article 5.4 applies to the annual operating assessments and also to fines.

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9.7 Any and all assessments, other than those levied against an individual Owner's obligations, shall be apportioned equally among all Lots in THE HIGHLANDS, except as provided in Article 9.4.4. Such assessments shall be made by providing notification of the same to each Lot Owner of record. Notification to Owners shall be deemed made upon deposit of such notification in the U.S. mail, return receipt requested, with postage prepaid. Such assessment shall be deemed made upon such notification. Upon such notification, such assessments shall be a charge and a continuing lien on the Lots to which they are made, and shall remain liens on the Lots until paid or foreclosed. Each such assessment shall also be the personal obligation of Owner or Owners of each Lot assessed at the time such assessment was made. Any common profits of the Association shall be distributed equally between all the Lots or shall be credited to the reserve account or applied to future assessments as determined by the Board of Directors.

9.8 The lien of any assessment provided for herein or created hereby shall be inferior and subordinated to the lien of any and all mortgages and trust deeds now or hereafter placed upon any Lot or any part thereof.

9.9 The following property subject to this Declaration is exempt from any assessments which may be created hereunder:

9.9.1 The properties dedicated to and accepted by any public authority.

9.9.2 All properties owned by the Association, if any.

9.9.3 If a first mortgagee acquires a Lot by foreclosure or deed in lieu of foreclosure, the mortgagee and subsequent purchaser shall not be liable for any of the common expenses chargeable to the Lot which became due before the mortgagee or purchaser acquired title to the Lot.

9.9.4 Lots owned by the Developer that remain unsold.

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10 ARTICLE TEN - GENERAL PROVISIONS

10.1 The provisions herein shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision or portion hereof, shall not affect the validity or enforceability of any other provision hereof.

10.2 Duration. This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot, subject to this Declaration, their legal representative, heirs, successors, and assigns, in perpetuity.

10.3 Amendment. This Declaration may be amended by an instrument in writing, signed and acknowledged by three-fourths (3/4) of the votes of the Members who are entitled to vote. A copy of the Declaration, as amended, or the amendment thereto, certified by the President and the Secretary of the Association, shall be effective when recorded in the County records of Douglas County, Oregon. The Declaration or Bylaws may be amended in order to comply with requirements of the Federal Housing Administration, the Veterans' Administration, the Farmer's Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon which insures, guarantees or provides financing for a planned community or Lots in a planned community if approved by the Association.

10.4 Exceptions. The Board of Directors shall have the power to grant to any Owner special exceptions as to any conditions, covenants and restrictions contained in this Declaration upon the approval of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose or a regular annual meeting. These exceptions shall be final and binding upon the Association and all Owners of Lots in THE HIGHLANDS. Such special exception may be granted subject to any provisions or conditions set by the Board of Directors and shall conform to administrative rules, ordinances and statutes of Douglas County and the State of Oregon.

10.5 No Right of Reversion. Nothing herein contained in this Declaration, or in any form of deed which may be used by the Developer, or its successors and assigns in selling any Lot in THE HIGHLANDS, may be deemed to vest or reserve in the Developer or the Association any right of reversion or re-entry for breach or violation of any one or more of the provisions hereof.

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10.6 Assignment by the Developer. Any or all rights, powers and reservations of the Developer herein contained may be assigned to any person or entity existing now or hereafter. Upon delivery of written notice of assignment from the Developer, the Association must accept such assignment and, to the extent of such assignment, the Association shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Developer herein. All rights of Developer hereunder reserved or created shall be held and exercised by the Developer alone so long as it owns any interest in any portion of THE HIGHLANDS.

10.7 Scope and Applicability. This Declaration applies to and binds all Members and all Resident Non-members. This paragraph does not confer Membership status on any Resident Non-member for assessments authorized herein.

10.8 Developer's Improvements. Nothing contained in this Declaration shall prevent the placement, erection, maintenance, and use by the Developer and its agents of model homes upon any Lot in THE HIGHLANDS in connection with the marketing of Lots in THE HIGHLANDS.

10.9 Enforcement. The Association, and any Owner of any Lot in THE HIGHLANDS, has the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, reservations and easements now or hereafter imposed by the provisions of this Declaration. In the event of any such enforcement, the prevailing party shall be entitled to recover reasonable attorney fees and costs and disbursements incurred, including such of the same as may be incurred in any appeal.

10.10 Non-Waiver. Any failure by the Association or by any Owner to enforce any covenants, conditions, restrictions, reservations and easements contained herein shall not be deemed to constitute a waiver of the right to do so thereafter or a waiver of any other provision of this Declaration.

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11 ARTICLE ELEVEN - COMMON AREA

11.1 The open space restrictions are permanent and the Association will be responsible to pay the liability insurance, any local taxes and the maintenance of all recreational and other facilities located in the common open space. ~~xxx~~

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12 ARTICLE TWELVE - PRIVATE ROADS AND SEWERS

12.1 Obligations of the Association. Except as stated herein, the Association shall be responsible for the exclusive management and control of all streets located within the Planned Unit Development, and all improvements thereon, if any, and shall maintain the same, including appurtenant culverts and ditches. All Sewer Tank Effluent Pumping (STEP) or STEP sewer mainlines, services and on-site tanks shall be installed as per THE HIGHLANDS sewer standards (see Exhibit C).

12.2 The Association's Rights to Regulate Members' Easement of Enjoyment. Subject to the provisions herein and the rules and regulations of the Association, the Owners shall have a right and easement of enjoyment in all streets which shall be appurtenant to, and shall pass with the equitable title to, every Lot. Such easement shall include the right to use the roads for all purposes for which ingress and egress may be desired by Owners, including but not limited to development and removal of resources located upon a Member's Lot. Nevertheless, the Association, by and through its Board of Directors, shall have the following rights:

12.2.1 Establish reasonable rules for the management of the private access roads as defined above and public utilities located thereon and to assess the cost of all repairs, maintenance and capital improvements thereto upon the land benefited thereby in the manner hereinafter provided.

12.2.2 Grant utility easements under or over the private access roads to public utility

12.2.3 Determine the necessity for, kind of, and the time for or withholding of any repair, maintenance or capital improvement required on the private access roads for any period during which any assessment against such Owner's Lot remains unpaid for more than thirty (30) days after notice.

12.3 Access Easement to Security Interest Holders. The security interest holder of any Lot shall have an access easement over the private access roads for the purpose of reaching the Lot subject to the security agreement for any and all purposes reserved in the security agreement or corresponding documents.

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12.4 Damage or Destruction of Private Road by Owner. In the event the private access roads are damaged or destroyed, intentionally or negligently, by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damages. The Association shall repair said damaged area in as good and workmanlike manner as originally constituted or as the area may be modified or altered subsequently in the discretion of the Association. The reasonable cost necessary for such repairs as originally constituted shall become a special assessment upon the Lot of said Owner who caused said damage and levied, either as a specific line item in the annual budget or as an emergency special assessment, as provided in Article 5.

12.5 Use Other Than For Residential Purposes. In the event of any use of the private access roads by a Lot Owner other than providing standard access for residential purposes, the Board of Directors shall be entitled to make a special assessment resulting from such other use, either as a specific line item in the annual budget or as an emergency special assessment in the manner provided herein.

12.6 Obligations of the Association. Except as stated herein, the Association shall be responsible for the exclusive management and control of the private sewer system located within the Planned Unit Development and shall maintain the same, including appurtenant pumps, tanks, floats, panels, etc. The Owners of all Lots shall take fee title subject to the Association's perpetual non-exclusive easements to use such portions of Lots for the purposes of carrying out the Association's obligations as stated herein. During the time any Lot is owned by the Developer, there shall be no assessments of any kind against those Lots. The Association shall also be obligated under Article 9.8 to pay for the Members' legal share of the maintenance of the private sewer system. The total cost of maintaining such private sewer system shall be allocated by agreement among all users or the Association. The private sewer system shall consist of the septic tank and appurtenances such as but not limited to, pumps, floats, panels and alarms. The sewer lateral from each dwelling to the septic tank and the connection thereto shall remain the responsibility of each individual Lot Owner.

12.7 The Association's Right to Easement for Sewer Maintenance. The Association by and through its Board of Directors, shall have the following rights:

12.7.1 Establish reasonable rules for the management of the private sewer system as defined above and to assess the cost of all repairs, maintenance and capital improvements thereto upon the land benefited thereby in the manner hereinafter provided.

12.7.2 Determine the necessity for, kind of, and the time of or withholding of any repair, maintenance or capital improvement required on the private sewer for any period during which any assessment against such Owner's Lot remains unpaid for more than thirty (30) days after notice.

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12.8 Association Easements. The Association shall have access easement over the private access roads and Lots for the purpose of reaching the private sewer system subject to the security agreement or corresponding documents.

12.9 Damage or Destruction of Sewer System by Owner. In the event the private sewer system is damaged or destroyed intentionally or negligently, by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the corporation to repair said damages. The Association shall repair said damage in as good and workmanlike manner as originally constructed or as modified or altered subsequently in the discretion of the Association. The reasonable cost necessary for such repairs as originally constituted shall become a special assessment upon the Lot of the said Owner who caused said damage and levied, either as a specific line item in the annual budget or as an emergency special assessment, as provided in Articles 9 and 14. The private sewer system shall consist of the septic tank and appurtenances such as, but not restricted to, pumps, floats, and alarms. The sewer lateral from each dwelling to the septic tank and the connection thereto shall remain the responsibility of each individual Lot Owner.

12.10 Use Other Than For Residential Purposes. In the event of any use of the private sewer system by a Lot Owner other than for providing standard residential service, the Board of Directors shall be entitled to make a special assessment to such Lot commensurate with the impact of such use to said sewer resulting from such other use, either as a specific line item in the annual budget or as an emergency special assessment in the manner provided herein.

12.11 The Association shall provide for annual inspection of all septic tanks and for the scheduling of pumping and/or repairs as may be necessary. The initial inspection of said tanks shall be no later than six (6) years after the first system is installed and annually thereafter.

12.12 Irrevocable Grant and Reimbursement to Green Sanitary District. Each Member of the Association does, upon becoming a Member of the Association, grant to Green Area Water & Sanitary Authority (GAWSA), an irrevocable right to assume and perform any maintenance work which may be required under this Article which the Association shall ask Green Area Water & Sanitary Authority to do, or which may become necessary. In the event Green Area Water & Sanitary Authority shall choose to assume and perform such maintenance work, each Member agrees that Green Area Water & Sanitary Authority shall have a lien on such Member's property for the cost of such work until such cost has been repaid by the Association. ^{xxiv}

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13 ARTICLE THIRTEEN - Deleted as obsolete text.

14 ARTICLE FOURTEEN - RESERVE ACCOUNT AND RESERVE ASSESSMENT

14.1 The Association is required to maintain a reserve account for replacement of all items of common property. The items of common property which require the creation of a reserve account will normally require replacement in more than three (3) and less than thirty (30) years. Originally, items of common property for which the reserve account was established included roads, sewer systems, water and water distribution systems which have been identified as common property, the clubhouse, swimming pool, recreational vehicle parking facility, and other common property which the Board of Directors may identify as requiring replacement.

14.2 Ten Percent (10%) of the annual assessment established according to Article 9 shall be the assessed amount against each Lot. The Association shall adjust the reserve contribution percentage at regular intervals to reflect changes in current replacement costs over time.

14.3 Assessments paid into the reserve account are the property of the Association and are not refundable to sellers or Owners of Lots. Each Owner when selling his Lot may prorate their prepayment of the annual assessment as a separate item in the sales contract.

14.4 This Declaration does not prohibit prudent investment of reserve account funds.

15 ARTICLE FIFTEEN - WAIVER OF RIGHT OF REMONSTRANCE

15.1 The Developer has disclosed its intention to annex certain property to this Planned Unit Development as set forth in Article 2.2. That process will involve obtaining approval of the local planning authorities including the Douglas County Planning Commission to approve a development plan. Lots in this development are sold to purchasers with the understanding that purchasers agree to the annexation of future property and to the future development plans of the Developer. Therefore, all purchasers of Lots in this development specifically waive and give up their right to file any written or oral remonstrance against any development plan which the Developer may hereafter submit concerning future phases of this project.

16 ARTICLE SIXTEEN-COMPLIANCE: PLANNED COMMUNITY DEVELOPMENT ACT

16.1 Notwithstanding any provisions of this Declaration that might be construed to the contrary, all activity with relationship to THE HIGHLANDS, including but not limited to management and operation of the Association, shall be conducted in accordance with the Oregon Planned Community Development Act.

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EXHIBIT A

Legal Description of Phase 1, 19 Lots, Lots:

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19.

[From Book 1309 page 417; Instrument 94-16781, Recorded 25 July 1994. A portion of this property surrounding the 19 lots was and is developed while an approximately 3.69 acres portion was and remains undeveloped. See further note with Phase 2 legal description.]

PERIMETER DESCRIPTION:

Beginning at a 5/8" iron rod which bears S.88°30'40"E 468.96 feet from the brass cap at the section corner of Section 10, 11, 14 and 15, Township 28 South, Range 6 West, Willamette Meridian, Douglas County, Oregon; thence S.0°53'08"W 193.79 feet to a 5/8" iron rod; thence S.89°12'25"E 192.80 feet to a 5/8" iron rod; thence S.0°57'46"W 213.73 feet to a 5/8" iron rod; thence N.89°12'25"W 1205.00 feet to a 5/8" iron rod; thence S.0°12'40"W 298.37 feet to a 5/8" iron rod; thence S.39°33'13"E 107.31 feet to a 5/8" iron rod; thence S.37°20'01"W 81.25 feet to a 5/8" iron rod; thence S.10°08'59"W 89.18 feet to a 5/8" iron rod; thence S.15°56'26"W 187.22 feet to a 5/8" iron rod; thence S.21°50'34"E 386.29 feet to a 5/8" iron rod; thence S.42°54'51"E 130.00 feet to a 5/8" iron rod; thence S.22°16'31"E 330.82 feet to a 5/8" iron rod; thence S.22°46'00"W 156.48 feet to a 5/8" iron rod; thence N.89°14'00"W 191.91 feet to a 5/8" iron rod; thence N.59°14'00"W 100.00 feet to a 5/8" iron rod; thence N.0°46'00"E 718.99 feet to a 5/8" iron rod; thence N.21°50'34"W 150.00 feet to a 5/8" iron rod; thence N.15°56'26"E 157.95 feet to a 5/8" iron rod; thence N.53°09'57"W 60.35 feet to a 5/8" iron rod; thence N.27°03'12"W 96.73 feet to a 5/8" iron rod; thence N.28°28'18"W 78.71 feet to a 5/8" iron rod; thence N.52°22'10"W 155.40 feet to a 5/8" iron rod; thence N.30°06'56"E 55.71 feet to a 5/8" iron rod; thence N.28°45'41"E 78.37 feet to a 5/8" iron rod; thence N.9°53'54"E 62.97 feet to a 5/8" iron rod; thence N.1°51'36"E 71.44 feet to a 5/8" iron rod; thence N.33°06'24"W 18.74 feet to a 5/8" iron rod; thence N.89°14'00"W 104.00 feet to a 5/8" iron rod; thence N.0°46'00"E 187.07 feet to a 5/8" iron rod; thence S.88°30'40"E 215.12 feet to a 5/8" iron rod; thence N.1°29'20"E 228.00 feet to a 5/8" iron rod; thence S.88°30'40"E 131.96 feet to the point of beginning and containing 9.46 acres, more or less.

It is the intent of the parties that the property conveyed by this deed is to be added to the common areas of The Highlands at Vista Ridge.

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EXHIBIT A continued

Annexation and Legal Description of Phase 2, 14 Lots, Lots:
20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

[From Book 1412 Page 738; Instrument 96-11480 and dated 21 March 1996. The creation and annexation of Phase 2 overlaid and replaced a small portion of Phase 1. As a result, the undeveloped portion of Phase 1 -- about 3.69 acres -- was separated from the developed portion that surrounds the 19 lots of Phase 1. See note with Phase 1 legal description.]

DECLARATION OF ANNEXATION

Per Article [now 2.2.1] of the Protective Covenants, Conditions and Restrictions for The Highlands at Vista Ridge, A Planned Unit Development, Highland Associates, Inc., the Developer, hereby declares the annexation of Phase II, adjacent real property, "(See Legal Description [following])" into The Highlands at Vista Ridge. There will be no additional or different limitations and the existing covenants, conditions and restrictions will remain in effect for the 14 lots in Phase II. As part of The Highlands, the property to be annexed is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

[From Book 1412 page 739; Instrument 96-11480, Recorded on 29 May 1996]

Beginning at a 5/8" iron rod which is the most southerly corner of Lot 13 of "Highlands at Vista Ridge Phase I Planned Community" in Section 14, Township 28 South, Range 6 West, Willamette Meridian, Douglas County, Oregon; thence along the southwesterly side of above said Lot 13 N.37°20'01"E 81.25 feet; thence S.36°23'49"E 88.37 feet; thence S.42°19'57"E 96.25 feet; thence S.28°23'35"W 58.25 feet; thence S.51°53'53"E 70.29 feet; thence S.23°34'28"W 45.65 feet; thence S.64°34'18"E 71.21 feet; thence S.5°04'45"W 68.59 feet; thence S.9°34'26"W 221.74 feet; thence S.20°05'52"W 114.13 feet; thence N.81°16'17"W 82.39 feet; thence N.26°49'58"W 254.41 feet; thence N.26°12'52"W 181.10 feet; thence N.37°24'02"W 120.50 feet; thence N.42°37'55"E 52.76 feet; thence N.33°49'13"W 21.12 feet; thence N.52°39'22"E 67.86 feet to a point on the west line of Lot 14 "Highlands at Vista Ridge Phase I Planned Community"; thence S.27°03'12"E 31.94 feet; thence S.53°09'57"E 55.95 feet to the most southerly corner of Lot 14 "Highlands at Vista Ridge Phase I Planned Community"; thence N.10°33'33"E 88.11 feet to the most easterly corner of the above said Lot 14; thence N.63°29'51"E 42.52 feet to the place of beginning and containing 3.689 acres more or less.

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
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A PLANNED UNIT DEVELOPMENT**

EXHIBIT A continued

Annexation and Legal Description of Phase 3, 32 Lots, Lots: 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64 and 65.

[From Book 1623 page 538; Instrument 99-15083, dated 08 June 1999]

DECLARATION OF ANNEXATION

Per Article [now 2.2.1] of the Declaration of Protective Covenants, Conditions and Restrictions of THE HIGHLANDS AT VISTA RIDGE, A PLANNED UNIT DEVELOPMENT, as recorded in Instrument No. 94-16781 of the Records of Douglas County, Oregon, Highlands Associates, Inc., the Developer, hereby declares the Annexation of HIGHLANDS AT VISTA RIDGE PHASE 3, PLANNED COMMUNITY (P.O.), adjacent real property being described as Parcel 3 of Land Partition Plat 1998-0130 A&B as recorded in Instrument No. 98-28228 of the Records of Douglas County, Oregon, into THE HIGHLANDS AT VISTA RIDGE and also declares the annexation of the Common Open Space shown thereon into the Common Open Space of THE HIGHLANDS AT VISTA RIDGE. There will be no additional or different limitations and the existing covenants, conditions and restrictions will remain in effect for the 32 lots in Phase 3. As part of THE HIGHLANDS AT VISTA RIDGE, the property being annexed is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

**AMENDED AND RESTATED
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EXHIBIT A continued

Annexation and Legal Description of First Addition, 14 Lots, Lots: 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78 and 79.

[From Instrument 2005-031185, Recorded 14 December 2005]

DECLARATION OF ANNEXATION

Per Article [now 2.2.1] of the Declaration of Protective Covenants, Conditions and Restrictions for THE HIGHLANDS AT VISTA RIDGE, A PLANNED DEVELOPMENT, as recorded in Instrument No. 94-16781 of the Records of Douglas County, Oregon, Highland Associates, Inc., the Developer, hereby declares the annexation of the following described real property:

HIGHLANDS AT VISTA RIDGE 1st ADDITION

A Portion of that parcel of land described in a deed to Richard H. Block, Lincoln Ware and Richard K. Anderson as recorded in Instrument No. 95-15288 of the Records Of Douglas County, Oregon being more particularly described as follows: Beginning at a brass capped iron pipe at the 1/4 corner common to Section 14 And Section 15 Of T.28S., R.6W., W.M. thence N.00°42'46"E. along the West line of said Instrument No. 95-15288, 511.88 feet to a 1/2" iron rod; thence N.00°47'17"E. continuing along said West line, 191.36 feet to a 5/8" iron rod at the Southwest corner of "Highlands At Vista Ridge Phase 3 Planned Community" a subdivision recorded In Volume 20, Pages 20 A and B of the Subdivision Records Of Douglas County Oregon; thence S.89°14'00"E. along the South line of said subdivision, 130.41 feet to a 5/8" iron rod; thence S.00°46'00"W. along said South line and also along the West line of that parcel of land described in a deed to Norma L. Westwell and Richard S. Hoffman as recorded in Instrument No. 2004-004018 of the records of Douglas County, Oregon, 10.50 feet to a 5/8" iron rod; thence S.89°14'00"E 77.96 feet to a 5/8" iron rod at the Southeast corner of said Instrument No. 2004-004018; thence S.10°23'04"E 59.21 feet to a 5/8" iron rod; thence S.27°34'50"E 437.60 feet to a 5/8" iron rod; thence S.12°33'00"W 56.93 feet to a 5/8" iron rod; thence S.00°47'00"W 60.37 feet to a 5/8" iron rod; thence S.00°46'35"W

133.49 feet to a 5/8" iron rod on the South line of said Instrument No. 95-15288; thence N.89°13'25"W 415.52 feet to the point of beginning and containing 5.57 acres, more or less.

**AMENDED AND RESTATED
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FOR THE HIGHLANDS AT VISTA RIDGE
A PLANNED UNIT DEVELOPMENT**

EXHIBIT A continued

Annexation and Legal Description: Annexation Parcel 1 and Annexation Parcel 2.
[From Book 1789 page 313; Instrument 2001-19243, dated 17 August 2001]

[Annexation Parcel 1 includes the residential unit of land identified on the Land Partition & Boundary Line Adjustment, Instrument 2001-19463, recorded 21 August 2001 (and also on various assessment maps) as Adjusted Unit 1. Annexation Parcel 2 includes the residential units of land referred to on the same Instrument (and also on various assessment maps) as Parcel 2 and Parcel 3. These are known within the Association as Lots #566, #567, and #568, respectively.]

DECLARATION OF ANNEXATION into [THE] HIGHLANDS AT VISTA RIDGE

Per Article [now 2.2.1] of the Declaration of Protective Covenants, Conditions and Restrictions for THE HIGHLANDS AT VISTA RIDGE, A PLANNED DEVELOPMENT, as recorded in Instrument No. 94-16781 of the Records of Douglas County, Oregon, Highland Associates, Inc., the Developer, hereby declares the annexation of the following described real property:

ANNEXATION PARCEL 1

A parcel of land located in the Northwest ¼ of Section 14, T.28S., R.6W., W.M. and being a portion of Parcel 2 of LAND PARTITION PLAT 1998-0130 A & B, a land partition recorded in Instrument No. 98-28228 of the Records of Douglas County, Oregon and being more particularly described as follows: Beginning at a 5/8" iron rod on the North line of said Parcel 2 from which the Section Corner common to Sections 9, 10, 14 and 15 of T.28S., R.6W., W.M. bears N.88°29'08"W., 194.15 feet; thence S.88°9'08"E., 143.00 feet to a 5/8" iron rod on the West Line of Highland Vista Lane; thence S.1°29'20"W. along said West Line, 90.74 feet to a point; thence N.88°30'40"W., 137.77 feet to a 5/8" iron rod; thence 5.24 feet along the arc of a 75.00 foot radius curve to the left (the long chord of which bears S.89°29'21"W., 5.23 feet to a 5/8" iron rod; thence N.1°29'20"E. 90.98 feet to the point of beginning and containing 0.30 acres, more or less.

[continued next page]

**AMENDED AND RESTATED
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EXHIBIT A continued

ANNEXATION PARCEL 2

A parcel of land located in the Northwest 1/4 of Section 14, T.28S., R.6W., W.M. and being a portion of Parcel 2 of LAND PARTITION PLAT 1998-0130 A & B, a land partition recorded in Instrument No. 98-28228 of the Records of Douglas County, Oregon and being more particularly described as follows: Beginning at a nail on the West Line of Highland Vista Lane from which the Section Corner common to Sections 9, 10, 14 and 15 of T.28S., R.6W., W.M. bears N.54°24'24"W., 407.18 feet; thence N.88°30'40"W., 215.14 feet to a 5/8" iron rod; thence 10.28 feet along the arc of a 15.00 foot radius curve to the right (the long chord of which bears N.20°24'11"E., 10.08 feet) to a 5/8" iron rod; thence N.40°02'23"E., 87.54 feet to a 5/8" iron rod; thence 22.45 feet along the arc of a 25.00 foot radius curve to the right (the long chord of which bears N.65°45'52"E., 21.70 feet) to a 5/8" iron rod; thence S.88°30'40"E., 137.77 feet to a point on the West Line of said Highland Vista Lane; thence S.1°29'20"W. 87.42 feet to the point of beginning and containing 0.37 acres, more or less

Into THE HIGHLANDS AT VISTA RIDGE. ...

There will be no additional or different limitations and the existing covenants, conditions and restrictions will remain in effect for the parcels herein annexed. As part of THE HIGHLANDS AT VISTA RIDGE, the property being annexed is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to [the above cited] Declaration.

[The Instrument cited above also annexed as common open space a small portion along the eastern margin of each of the two parcels. If this prior annexation did not fully transfer legal title of these areas to the Association, the 2014 transfer to the Association of the larger parcel of land commonly known as the RV Parking Area cleared the title issue.]

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
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A PLANNED UNIT DEVELOPMENT**

EXHIBIT B

[The following is a verbatim excerpt from the Deed recorded at Douglas County as Instrument number 2004-003222 dated by the Recorder as 02/04/2004.]

"KNOW ALL MEN BY THESE PRESENTS, That Highland Associates, Inc., hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto The Highlands at Vista Ridge Homeowner's Association, Inc., hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Douglas, State of Oregon, described as follows, to-wit:

Highlands at Vista Ridge Phase 1 Planned Community, Douglas County, Oregon
EXCEPT Lots 1 through 19

Highlands at Vista Ridge Phase 2 Planned Community, Douglas County, Oregon
EXCEPT Lots 20 through 33

Highlands at Vista Ridge Phase 3 Planned Community, Douglas County, Oregon
EXCEPT Lots 34 through 65

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for, this transfer, stated in terms of dollars, is \$0.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 3rd day of February, 2004; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

HIGHLAND ASSOCIATES, INC.

[signature]

BY: LINCOLN WARE, PRESIDENT

[signature]

BY: RICHARD K. ANDERSON, SECRETARY

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
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A PLANNED UNIT DEVELOPMENT**

EXHIBIT B (continued)

[The following is a verbatim excerpt from the records of Douglas County as Instrument number 2006-004537 dated by the Recorder as 02/15/2006.]

DECLARATION:

KNOW ALL PEOPLE BY THESE PRESENT THAT HIGHLAND ASSOCIATES, INC. IS THE OWNER OF THE LAND REPRESENTED ON THIS SUBDIVISION PLAT AND MORE PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE AND IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 92, OREGON REVISED STATUTES HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE NAME OF HIGHLANDS AT VISTA RIDGE, 1ST ADDITION.

(SIGNATURE BY AFFIDAVIT)
LINCOLN WARE

ACKNOWLEDGMENT BY AFFIDAVIT:

A CONSENT AFFIDAVIT FOR THIS SUBDIVISION PLAT SIGNED BY LINCOLN WARE AS PRESIDENT OF HIGHLAND ASSOCIATES, INC. IS RECORDED IN INSTRUMENT NO. 2006-004536 OF THE RECORDS OF DOUGLAS COUNTY, OREGON.

PROTECTIVE COVENANTS

THE "DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HIGHLANDS AT VISTA RIDGE" ARE RECORDED IN BOOK 1309, PAGES 389-417 AS INSTRUMENT NO. 94-16781 OF THE RECORDS OF DOUGLAS COUNTY, OREGON.

THE PROPERTY SURVEYED AND DESCRIBED HEREON AS "HIGHLANDS AT VISTA RIDGE, 1ST ADDITION" HAS BEEN ANNEXED INTO "THE HIGHLANDS AT VISTA RIDGE" BY THE DECLARATION OF HIGHLAND ASSOCIATES, INC. AS RECORDED IN INSTRUMENT NO. 2005-031185 OF THE RECORDS OF DOUGLAS COUNTY, OREGON.... ALL NEW EASEMENTS SHOWN OR NOTED HEREON ARE CREATED AND SUBJECT TO THE TERMS AND CONDITIONS OF THE "DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HIGHLANDS AT VISTA RIDGE" BY AND THROUGH THE ANNEXATION OF "HIGHLANDS AT VISTA RIDGE, 1ST ADDITION" INTO "THE HIGHLANDS AT VISTA RIDGE".

[Each Member as Lot Owner, individually, has a right of easement of enjoyment and use to the common areas annexed by the referenced plat, and, collectively, the Association has the right and duty of administration.]

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
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A PLANNED UNIT DEVELOPMENT**

EXHIBIT B (continued)

[The following is a verbatim excerpt from the Deed recorded at Douglas County as Instrument number 2014-002816 dated by the Recorder as 02/14/2014.]

STATUTORY WARRANTY DEED

HIGHLAND ASSOCIATES, INC., an Oregon corporation, Grantor, conveys and warrants to THE HIGHLANDS AT VISTA RIDGE HOMEOWNERS ASSOCIATION, INC., an Oregon corporation, Grantee, free of encumbrances, except those of record, a parcel of land commonly known as the RV Parking Area located in a parcel of land located in the NW ¼ NW ¼ of Section 14, T.28S., R.6W., W.M. and being a portion of Parcel 1 of Partition Plat 2001-0071 as recorded in Instrument No. 2001-19463 of the Official Records of Douglas County, Oregon and being more particularly described as follows:

Beginning at a brass capped iron pipe at the Section Corner common to Section 10, 11, 14 and 15 of T.28S., R.6W., W.M., thence the following courses along the West Line of said Parcel 1:

S.0°11'59"E., 169.65 feet to a 7/8" iron rod, S.0°01'49"E., 171.29 feet to a 1/2" iron rod, S.0°14'03"E., 75.99 feet to a 5/8" iron rod; thence S.89°47'48"E., 119.55 feet to a 5/8" iron rod on the East Line of said Parcel 1; thence N.0°10'03"E. along said East Line, 187.08 feet to a 5/8" iron rod at the Southwest Corner of Parcel 2 of said Partition Plat 2001-0071; thence the following courses along the West and North Lines of said Parcel 2:

10.31 feet along the arc of a 15 foot radius curve to the right (the long chord of which bears N.19°23'52"W., 10.11 feet) to a 5/8" iron rod, N.39°02'46"E., 87.52 feet to a 5/8" iron rod, 22.43 feet along the arc of a 25 foot radius curve to the right (the long chord of which bears N.64°54'05"W., 21.68 feet) to a 5/8" iron rod, S.89°28'51"E., 42.76 feet to a 5/8" iron rod at the Northeast Corner of said Parcel 2; thence S.89°24'03"E., 88.02 feet to a 5/8" iron rod at the Northeast Corner of Parcel 3 of said Partition Plat 2001-0071; thence S.0°30'31"W., 87.38 feet to a 5/8" iron rod at the Southeast Corner of said Parcel 3; thence S.89°25' 57"E., 6.92 feet to a MagNail with brass washer set in concrete on the East Line of said Parcel 1; thence N.0°33'23"E. along said East Line, 123.14 feet to a 5/8" iron rod; thence N.0°32'10"E. along said East Line, 105.08 feet to a MagNail with brass washer set in concrete at the Northeast Corner of Parcel 1; thence N.89°37'24"W. along the North Line of said Parcel 1, 32.24 feet to a 5/8" iron rod at the Southwest Corner of Parcel 2 of Partition Plat 2006-0030 A & B as recorded in Instrument No. 2006-007163 of the Official Records of Douglas County, Oregon; thence N.89°20'15"W. continuing along said North Line, 110.77 feet to a 5/8" iron rod; thence N.89°28'23"W. continuing along said North Line, 194.22 feet to the point of beginning.

LESS AND EXCEPTING that parcel of land described in Deed to Merle Thomas Henny and Theresa P. Smith as recorded in Instrument No. 2006-010996 of the Official Records of Douglas County, Oregon.

It is the intent of the parties that the property [containing 1.76 acres, more or less,] conveyed by this deed is to be added to the common areas of the Highlands at Vista Ridge.

[A small portion of the eastern margin of this property adjacent to Highland Vista Lane was previously annexed (but not deeded) to the Association and recorded in Book 1789, page 313; Instrument 2001-19243, dated 17 August 2001, when those Parcels 1 and 2 (and the accompanying residential units) were annexed to The Highlands as noted in Exhibit A. Ownership is now complete with this Deed.]

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
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A PLANNED UNIT DEVELOPMENT**

EXHIBIT B (continued)

[The following is a verbatim excerpt from the Deed recorded at Douglas County as Instrument number 2014-002815 dated by the Recorder as 02/14/2014.]

STATUTORY WARRANTY DEED

DUSTIN BLOCK, LELAND BLOCK, LINCOLN WARE and RICHARD ANDERSON, Granters, convey and warrant to THE HIGHLANDS AT VISTA RIDGE HOMEOWNERS ASSOCIATION, INC., an Oregon corporation, Grantee, free of encumbrances except those of record, a parcel of land commonly known as the Highland Vista Lane Entryway to the Highland Vista Homeowners Association Common Area Property located in the SW ¼ SW ¼ of Section 11, T.28S., R.6W., W.M. and being a portion of Parcel 2 of Partition Plat 2006-0030 A & B as recorded in Instrument No. 2006-007163 of the Official Records of Douglas County, Oregon and being more particularly described as follows:

Beginning at 5/8" iron rod at the Southwest Corner of said Parcel 2 Land Partition Plat 2006-0030 A & B recorded in Instrument No. 2006-007163 of the Official Records of Douglas County, Oregon, from which a brass capped iron pipe at the Section Corner common to Section 10, 11, 14 and 15 of T.28S., R.6W., W.M. bears N.89°25'26"W., 304.99 feet; thence N.0°34'52"E. along the West Line of said Parcel 2, 263.84 feet to a 5/8" iron rod; thence N.0°34'52"E. continuing along said West Line, 1.03 feet to the Northwest Corner of said Parcel 2; thence S.89°26'37"E. along the North Line of said Parcel 2, 100.00 feet to a 5/8" iron rod; thence S.0°34'52"W., 264.77 feet to a 5/8" iron rod on the South Line of said Parcel 2; thence N.89°26'34"W. along said South Line, 67.76 feet to a MagNail with brass washer set in concrete at the Northwest Corner of Highlands at Vista Ridge Phase 1 Planned Community as recorded in Volume 18, Pages 19 A and B of the Subdivision Records of Douglas County, Oregon; thence N.89°37'24"W., continuing along said South Line, 32.24 feet to the point of beginning.

It is the intent of the parties that the property [containing 0.61 acres, more or less,] conveyed by this deed is to be added to the common areas of the Highlands at Vista Ridge.

[The two Deeds above reserve to the respective Granters certain easement rights as recorded therein.]

**AMENDED AND RESTATED
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FOR THE HIGHLANDS AT VISTA RIDGE
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EXHIBIT C

Planning Department Decision Phase I

The following is excerpted verbatim from Douglas County Planning Department File No. 92-109, Roseburg Green Planning Advisory Committee, dated March 9, 1995, addressed to Richard Block, Highland Associates, Inc.

"The Douglas County Planning Director hereby APPROVES this minor amendment to allow the variance to the front and exterior side setbacks required by the RS Zone because of the topographical constraints of this hillside planned unit development. Front yard set-backs of 7'6" from the front property line and exterior side yard setbacks of 5' shall be allowed for Lots 1, 2, 5, 6, 8, 9, 10, 11, 12, 13, 15, 18, and 19. Rear yard setbacks shall be maintained at 5'."

Planning Department Decision Phase II

The following is excerpted verbatim from Douglas County Planning Department File No. 92-109, Roseburg Green Planning Advisory Committee, dated June 20, 1996, addressed to Richard Block, Highland Associates, Inc.

"The Douglas County Planning Director hereby APPROVES this minor amendment to allow the variance to the front and exterior side setbacks required by the RS Zone because of the topographical constraints of this hillside planned unit development. Front yard set-backs of 7'6" from the front property line and exterior side yard setbacks of 5' shall be allowed for Lots 20, 21, 23, 24, 25, 26, 27, 28, 31, 32 and 33. Rear yard setbacks shall be maintained at 5'."

Planning Department Decision Phase III

The following is excerpted verbatim from Douglas County Planning Department File No. 97-346, Roseburg Green Planning Advisory Committee, dated April 10, 2002, addressed to Richard Block, Highland Associates, Inc.

"The Douglas County Planning Director hereby APPROVES this minor amendment to allow the variance to the front and exterior side setbacks required by the RS Zone because of the topographical constraints of this hillside planned unit development. Front yard set-backs of 7'6" from the front property line and exterior side yard setbacks of 5' shall be allowed for Lots 34, 35, 38, 39, 41, 42, 43, 45, 46, 47, 48, 49, 50, 51, 53, 54, 55, 57, 58, 59, 60, 61, 62, 63, 64 and 65. Rear yard setbacks shall be maintained at 5'."

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
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A PLANNED UNIT DEVELOPMENT**

EXHIBIT D

Sewer Standards

For purposes of this Declaration restatement, the Association believes that the Sewer Standards referred to in Article 12.1 of the originally-recorded Declaration are available in the most recent edition as the *ProSTEP Effluent Pump Packages Residential Applications Installation Guide*, Orenco Systems Inc., NIM-EPS-1, Rev. 2.3, 6/07, available at www.orenco.com.

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
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A PLANNED UNIT DEVELOPMENT**

Endnotes: Listing of Scrivener's Corrections

i General listing of corrections:

A number of portions of the document were modified and updated to reflect current needs of The Association. The use and any references to "Townhouse" were eliminated. "Conventional Home" was added in for clarification as a number of homes have been added that are conventional or stick-built homes. Most of the remaining changes were focused on Article 5 – Architectural and Design Control. These changes were made for clarification and to update to current needs. The document is being submitted as a completely new document in order to incorporate the previous changes and to make it a more easily referenced document that incorporates the current changes.

The following listing includes other corrections with reference back to their context. Underlined notes refer to new wording, strikeouts refer to wording removed.

- ii THIS DECLARATION, originally made by Highland Associates, Inc., as Developer, recorded in Book 1309, page 389 et seq. as document 94-16781, and ~~not~~ subsequently amended in document 2014-00319, is, on this date and according to the authority of Oregon Revised Statutes 94.590(6), restated by the undersigned.
- iii 1.3 - "**CONVENTIONAL HOME**" means a structure constructed on-site, having sleeping, cooking, electrical and plumbing facilities, and intended for human occupancy and being used for residential purposes.
1.3-1.12 have been increased in numerical value to insert a new definition for 1.3 "**CONVENTIONAL HOME**". Now 1.4 is "**DEVELOPER**", 1.5 is "**LOT**", 1.6 is "**MANUFACTURED HOME**", 1.7 is "**MANUFACTURED HOME ACCESSORY STRUCTURE OR BUILDING**", 1.8 is "**MODULAR HOME**", 1.9 is "**OWNER**", 1.10 is "**PROPERTIES**", 1.11 is "**RESIDENT NON-MEMBER**", 1.12 is "**TOWNHOUSE**", Deleted as obsolete text. And 1.13 is "**UTILITY EASEMENT**"
- iv 1.11 1.12 "**TOWNHOUSE**" means any structure constructed on-site with permanent foundation and having sleeping, cooking, electrical and plumbing facilities, intended for human occupancy and being used for residential purposes on a permanent basis. This structure may stand alone or have common walls and be defined as a condominium.
- v 3.2 - Renumbered from 3.1.1 to 3.2 due to deleted text.
- vi 3.3 - Renumbered from 3.4 to 3.3 due to deleted text.
- vii 5.1 - "~~Townhouses shall contain a minimum of one unit, with each unit not less than eight hundred fifty (850) square feet.~~"
- viii 5.2.1 Sheds. Sheds on the Lots shall be allowed in the back and side of homes in The Highlands. No shed shall protrude past the front corner of any home and should be low profile. Sheds should match the design and color of the house. Sides and doors should be constructed of wood or wood composite materials and roofing should match the roofing of the home.
- ix 5.3 - ~~Townhouses may have a zero (0) Lot line in accordance with Douglas County regulations as they pertain to condominiums.~~
5.3.3 – Front Set-Back for all a Manufactured/Modular Homes.
- x 5.7 - "~~... back and side yard of homes...~~" "... Barbed/razor wire is prohibited from fences on the Lots."
- xi 5.9 - "~~All homes must have an exterior that is either stained or painted (refer to section 6 of the Architectural Guidelines) or is considered a house type, such as horizontal lap siding, in accordance with the Architectural Guidelines. No aluminum or vinyl siding will be permitted.~~"
- xii 5.10 - Roofing. No reflective roof coating or materials. Only composition-type roofing shall be allowed in THE HIGHLANDS.
- xiii 5.10.1 - Solar. Solar panels must be approved by the Architectural Committee and the Association.
- xiv 5.11 - "~~...all plans must follow the Architectural Guidelines and be approved by the Architectural Committee and the Association in writing prior to construction.~~"
- xv 5.13 - "~~... shall be recessed and of single-story construction, installed with the lowest profile possible.~~"
- xvi 5.15.1 - "~~...It is recommended~~ The trees are to be of a type that, when mature, will not grow to over twenty (20) feet in height."
- xvii 5.16.3 - "~~... for the support of all manufactured homes...~~", "See Installation Details."
- xviii 5.18 - Antennae. No outside TV or other antennae may be installed. Refer to "EXCEPTIONS, RELIEF, INTERPRETATION", 2014-003021 dated 02/20/2014 and the Architectural Guidelines.
- xix 5.19 - "~~... All home that utilize this service are required to have at least one thirty (30) gallon plastic container (may be provided by refuse hauler) which shall be kept out of sight except on the day the trash is hauled or the day before and removed the same day as pickup. ...~~"
- xx 6.1.8 - "~~... initial placement of a manufactured/modular home...~~", "~~... after placement of a manufactured/modular home...~~"
- xxi 6.1.12 - Drones are not permitted to be flown above The Highlands without prior written approval of The Board and must follow all local.

**AMENDED AND RESTATED
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state and FAA regulations and licensing. The application must include the purpose of their drone, weight specifications, make and model, and the dates and times of intended use. The application legally binds the owner to follow this drone policy and reimburse the association for any resulting damages. Drone owners must have insurance covering any damages from drone use. Proof of insurance, specifically for drone liability, must be submitted with the application. Drone owners must shoulder all damages resulting from their drone use. The Board will not hesitate to report them to the FAA should they practice unsafe operations.

xxii 9.4.3 – Renumbered from 9.4.4 to 9.4.3 due to deleted text.

xxiii 11.1 – Renumbered from 11.2 to 11.1 due to deleted text.

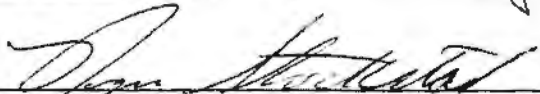
xxiv 12.12 - " ... grant to Green Area Water & Sanitary Authority (GAWSA) District, an irrevocable right to assume and perform any maintenance work which may be required under this Article which the Association shall ask Green Area Water & Sanitary Authority District to do, or which may become necessary. In the event Green Area Water & Sanitary Authority District shall choose to assume and perform such maintenance work, each Member agrees that Green Area Water & Sanitary Authority District shall ... "

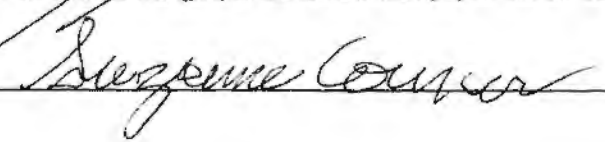
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Prepared and recorded at the direction of and by resolution adopted by the Board of Directors, and executed, acknowledged, and certified on behalf of The Highlands at Vista Ridge Homeowner's Association, Inc., and

IN WITNESS WHEREOF, we have hereunto set our official signatures this

10th Day of August, 2023

 President

 Secretary

STATE OF OREGON
County of Douglas

Personally appearing and subscribed and sworn before me Chris Beaumont Chris Beaumont

