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AFTER RECORDING RETURN TO: ORS 205.234(1)(c)

DESERT MEADOWS H.O.A.
520 NE SHOSHONE DR
REDMOND, OR 97756

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2014-01600



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Amended Covenants, Conditions and Restrictions

Desert Meadows

A Planned Community

This Declaration of Protective Covenants is applicable to the real property described in Exhibit A (description of a parcel of land situated in a portion of recorded Plat No. "SP 1999-70"), hereinafter sometimes referred to as "real property". Desert Meadows Homeowners Association, hereinafter sometimes referred to as "Association", grants, joins in, acknowledges and agrees to be bound by these Amended Covenants, Conditions and Restrictions (CC&Rs -- see definitions in Associations Bylaws). These CCRs amend and supersede all previous declaration and/or deed covenants, including without limitation, those certain covenants, conditions and restrictions and bylaws recorded:

Recorded February 12, 2001 in Book 2001, Page 6486

Amended & recorded October 11, 2001, in book 2001, Page 49946

Amended & recorded November 1, 2002, in Book 2002, Page 61087

Amended & recorded February 23, 2011, in Book 2011, Page 07079

INTRODUCTION:

The name of the planned community is Desert Meadows. The Homeowners Association as provided herein, and under the Association's Bylaws, shall be known as Desert Meadows Homeowners Association (HOA). This is an Oregon nonprofit corporation.

The name of the County in which all of the real property in the planned community is located is Deschutes County. The office of the Association shall be located at 520 NE Shoshone Drive, Redmond, Oregon.

The legal description of the real property included in the planned community is described in Exhibit A (description of a parcel of land situated in a portion of Plat No. "SP 1999-70").

The real property that is common property is described in Exhibit D.

The Association, pursuant to ORS 94.709, may sell, convey, or subject to a security interest any portion of the common property.

The number of lots in the planned community is 80.

The allocation of votes to lots shall be one (1) vote per lot.

These covenants and restrictions shall run with and bind all the real property within the planned community.

DEFINITIONS and ABBREVIATIONS: Definitions of terms used in this Declaration are located in the Amended Bylaws of Desert Meadows Homeowners Association.

ASSESSMENTS:

- A. Each Owner of any lot, by acceptance of a deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed subject to the covenant and agrees to pay to the Association:
- Regular annual or other regular periodic assessments or charges, and
 - Special assessment for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.
 - The regular and special assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made.
- B. Purpose of Assessments: the assessments levied by the Association shall be used exclusively for the following purposes:
- Payment of the cost of maintaining the roads, signs, Common Areas, and semi-public recreational or service areas.
 - Payment of taxes and assessments levied against the Platted private roads and Common areas.
 - Payment of the cost of enforcing the provisions contained in this Declaration and provisions contained in any future Declaration, inasmuch as such enforcement costs are not borne by the Owner(s) against which such enforcement actions are taken, according to the provisions of this Declaration.
 - Payment for other services which the Board deems to be of general benefit to the Owners, including, without limitation, water and sewer service, and payments to Central Oregon Irrigation District for the Association's allotment.
 - Payment of any expense reasonably incurred by the Board or its delegated manager in carrying out any function for which it has been given responsibility hereunder.
- C. Annual Assessments: after consideration of current maintenance costs and future needs of the Association, the Board may fix regular lot assessments on a monthly, quarterly, or annual basis.
- D. Other / Special Assessments: In addition to other assessments as provided herein, the Board may at any time levy a special assessment against all Owners. Such special assessment shall be applicable within one (1) year of enactment and for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement, or a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto. Prior to becoming effective, any special assessment reflecting an expenditure in excess of \$5,000 shall be approved by the affirmative vote of at least two-thirds (2/3rds) of the votes received from a mailed vote or by the affirmative vote of at least two-thirds (2/3rds) of the vote represented in person or by proxy at a regular or special meeting of the members duly called for the purpose. Written notice of such a meeting shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.
- E. Uniform Rate of Assessment: both regular periodic flat charges and any special assessments may be fixed at a uniform rate for all Lots and be collected on an annual, quarterly, or monthly basis at the discretion of the Board.
- F. Non-payment of Assessments:
- Any assessment which are not paid when due shall be delinquent.
 - If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at an annual interest rate or a flat fee to be fixed by the Board annually.
 - The Secretary of the Association shall ninety (90) days after the delinquency, cause a lien to be filed in the Official records of Deschutes County.
 - Said lien shall include a statement of the amount of such charges or assessments, together with interest / fees which have become due with respect to any Lot.

- e. Upon payment in full thereof, the Secretary shall execute and file a proper release of the lien securing the same.
 - f. The aggregate amount of such assessments, together with interest, costs, expenses, reasonable attorney fees for filing, enforcement, arbitration and appeals, if any, shall constitute the amount of the lien on the Lot.
 - g. Said aggregate amount of the lien shall accrue and compound from the date the Notice of Delinquency is filed until the same has been paid or released as provided herein.
 - h. Such lien may be enforced by the Association in the manner provided by the laws of the State of Oregon with respect to liens upon real property.
 - i. The Owner of said property at the time said assessment is levied shall be personally liable for the aggregate amount of said lien.
 - j. Such Owner at the time such assessment is levied shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his dwelling unit, Lot, or building site.
- G. Subordination of the Lien to Mortgages: The Lien of the assessments provided for herein shall be inferior, junior, or subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon said property or any part thereof.
- H. Termination of Utility Services: In addition to the lien remedy provided herein, the Association may, at its option without waiver of any alternate remedy, terminate utility services to the extent the payments for such services are not received within sixty (60) days after they have become due, or the Association determines there are conditions on any Lot which subject the system as a whole to contamination or other damage.

RESERVE ACCOUNTS

The provisions for establishing a reserve account, as required by ORS 94.595, shall be as follows:

- A. The Association shall establish a reserve account for replacement of all items of common property which will normally require replacement, in whole or in part, in more than three (3) and less than thirty (30) years. Said account shall be funded by assessments against the individual lots for maintenance of items for which reserves are established.
- B. The reserve account shall be established in the name of the Association. The Association shall be responsible for administering the account, for making periodic payments into it, and for adjusting the amount of the payments at regular intervals to reflect changes in current replacement costs over time.
- C. The account may be used only for replacement of common property and is to be kept separate from assessments for maintenance. The Board may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses. Funds borrowed to meet temporary expenses under this subsection must be repaid.

USE, MAINTENANCE, OR OCCUPANCY OF LOTS

- A. There shall be no restrictions on the alienation of lots.
- B. The use for which each lot is intended is for residential manufactured homes.
- C. Business and Commercial Use: No trade, craft, business, profession, commercial , or similar activity of any kind shall be conducted on any lot which, in the sole discretion of the Board, results in traffic noise, or any other activity which adversely affects any homeowner's ability to enjoy his lot.
- D. Land Use and Building Type:
 - a. Lots shall only be used for residential purposes.
 - b. No building shall be erected, altered, placed, or permitted to remain on any lot other than one manufactured home, a private garage for not less than two (2) cars, and accessory buildings. All manufactured homes must be installed on permanent foundations.
 - c. Temporary structures: no trailer, basement, tent, shack, garage, structure of a temporary character, barn, or other outbuilding shall be used on any lot at any time as a residence whether temporarily or permanently.
 - d. All manufactured homes, garages, and accessory buildings AND any changes to such structures shall meet all applicable governmental standards and requirements and shall be **applied for and approved in writing, prior to any action or changes,** by the Architectural Review Committee (ARC) as hereinafter set forth.
 - e. Accessory buildings: All accessory buildings shall closely compliment the home in materials and color and must be approved in writing by the ARC. Accessory buildings shall not exceed the home in height and shall not be larger than five hundred (500) square feet. Accessory buildings include but are not limited to: sheds, storage buildings, animal shelters, carports, tank covers, and vehicle covers.
 - f. Completion of construction: Construction for all homes, approved by the ARC, shall be completed within six (6), months from the time that the plans were approved, unless an extension is given, in writing, by the Board. Homes will include:
 - i. Concrete runners
 - ii. Split faced block skirting or concrete stem wall for home and garage
 - iii. Underground, timer, sprinkler system for entire yard and interchangeable between city and irrigation water
 - iv. 2 car-garage or larger with a minimum of 400 square feet
 - v. Yard light approved in writing by the ARC.
 - vi. Driveways of concrete or brick (no asphalt)
 - vii. Gutters with downspouts on all horizontal sides of home & garage.
 - g. Completion of Landscape: All landscaping, approved in writing by the ARC, must be completed within eight (8) months from the date the certificate of occupancy was issued, unless an extension is given, **in writing**, by the Board.
 - h. An individual lot owner shall not have the right to divide a lot, but shall have the right to combine one lot with another.
- E. Utility Hookups and Backflow Testing:
 - a. The HOA provides the main city water, sewer, and irrigation lines to the property with valves to enable hookup to these lines. The homeowner/ property owner is responsible for all lines, valves, and meters going from the main line valves.
 - b. When a lot owner first taps into the water, sewer, and irrigation, it is the owner's responsibility to leave stub outs for water, sewer, and irrigation hookups for an adjacent vacant lot.
 - c. Each owner shall provide to the HOA a copy of a backflow inspection report indicating that his backflow valve, which protects the community water delivery system, is in proper working order upon completion of the water hookups.
 - d. Annual potable water back flow inspections will be done as part of the HOA dues.

- e. Any backflow test failure must immediately be repaired.
- f. Any backflow repairs or replacements are at the homeowner's expense.
- F. Easements – STEP System: Easements for the inspection, operation, and maintenance of the STEP system including the interceptor tanks and pressure lines and the landscape sprinkler system main lines on each lot are hereby granted to the Association, said easements to be five (5) feet on each side of the center line of said tanks and lines. Within these easements, no structure, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation, inspection, operation and maintenance of the STEP system, interceptor tanks and pressure lines. Local governmental standards shall control if they conflict with the above provisions.
- G. Utility Boxes and Transformers: The homeowner shall have the right to screen any utility boxes and transformers which are within the utility easements. The screening is subject to prior written approval of the ARC. The screenings are to be maintained by the homeowner of the lot upon which the boxes and transformers are placed.
- H. Storage and Service Tanks: For all heat pumps, air conditioners, and storage tanks (including but not limited to tanks for gasoline, oil, propane) shall be screened. The homeowner shall implement a screening plan approved by the ARC.
- I. Air Conditioning Units: There shall be no roof top conditioning units. The location of all ground level air conditioning units must be approved in writing by the ARC.
- J. Maintenance of Lot and Improvements:
 - a. The exterior of all improvements on each lot and the lot itself shall be maintained in a good state of repair and in a clean, neat and attractive manner.
 - b. All grass shall be properly maintained, watered, and cut; all shrubbery properly pruned; any and all dead trees, dead shrubbery, and dead plants immediately removed; and all fallen leaves removed at least weekly.
 - c. All living plants growing into roads or public areas must not cause damage to the common areas. Any correction will be at the homeowner's expense.
 - d. Unimproved lots must be kept maintained and kept clear of brush, weeds, and debris. During the growing season, April 1 through October 31, the maintenance is to be done at least every 4-6 weeks; and maintenance to be done as necessary for the rest of the year. Any lots not in compliance will have the brush, weeds, and debris cleared by HOA at the homeowner's expense.
 - e. There shall be no storage of vehicles or materials of any kind on any vacant lot.
- K. Fences and Hedges:
 - a. All fences shall be constructed of wood, masonry, metal with a green, earth-tone, or black colored plastic coating, or of a wood-like appearing material.
 - b. Any fence or hedge greater than three (3) feet in height shall not be erected: (see Exhibit B for pictures exemplifying this section)
 - i. Closer to the road than the house, garage, or accessory building constituting the side yard where the fence is placed, or
 - ii. Within a direct line of site between the road bordering the lot and any face of the home or garage which faces that road.
 - c. No fence, hedge, or wall shall be erected without **prior** application and written approval of the ARC.
- L. Antennas and Other Services:
 - a. Any antenna which extends more than ten (10) feet above the maximum peak of the roofline must be approved by the ARC.
 - b. Dish type antennas are not allowed in or on the front or on the street side of the home.
 - c. Clothes lines shall be placed within an area that could be enclosed by a six (6) foot fence, although the fencing is not required.
 - d. Solar services must be applied for and approved in writing by the ARC. Any installation must be done by a Certified / Licensed professional.

- M. Rubbish and Trash: No lot, street, common area, or open space shall be used as a dumping ground for trash, yard debris, grass clippings, rubbish, or dirt from landscape work. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and kept out of view from the street.
- N. Offensive Activities: No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed upon any lot which interferes with or jeopardizes enjoyment of other lots within this subdivision.
- O. Animals: Only household pets (dogs, cats, or small strictly-indoor animals) are permitted. No other animal, livestock, or poultry shall be raised, bred, or kept on any lot. The combined total of dogs and cats shall not exceed two (2). Household pets may not be bred or maintained for commercial purposes and must be reasonably controlled so as not be a nuisance. Dogs shall be confined to a lot and on a leash when walked. All animal wastes must be regularly cleaned up on the homeowner's lot and not allowed to accumulate. When walking an animal, the animal is not allowed to trespass on and is not allowed to relieve themselves on another homeowner's lot; and all animal wastes must be immediately cleaned up on all common areas or roads.
- P. Signs: No signs are permitted on any lot except:
- One (1) temporary "For Sale" sign for home or lot is permitted on each lot and shall not exceed six (6) square feet in area and
 - Temporary "political" signs are permitted but must be removed promptly after the election.
- Q. Parking:
- No parking of any vehicle is allowed in the street, grass, landscaped areas, or on any empty lots.
 - Parking of passenger vehicles, boats, motor homes, pickup campers, and travel trailers must be totally within the confines of the owner's lot and must be:
 - On a cement or brick driveway or,
 - On a concrete slab or brick surface and behind a fence at least four (4) feet high, or
 - Totally enclosed within a garage or accessory building
 - Parking of snowmobiles, all terrain vehicles (ATV's), personal water craft (jet skis), dune buggies, trailers of any kind (except travel trailers), dirt bikes, and like equipment shall be allowed when totally within the confines of the owner's lot and must be on a cement or brick driveway, or concrete slab or brick surface and behind a fence at least four (4) feet high, or totally enclosed within a garage or accessory building.
 - Exception for temporary street parking: Temporary parking on the street for less than forty-eight (48) hours is permitted if all driveway parking has been used and the vehicle parked in the street does not create a safety hazard, as determined by the Board.
- R. Vehicle Repair / Disrepair:
- The repair of vehicles on a lot shall be permitted only within the confines of an enclosed garage.
 - No owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot, on the open space, on common areas, or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when, due to its continued in-operability or significant damage; it offends the owners of the HOA.
- S. Paper Delivery Boxes: The location, color, size, design, lettering, and other particulars of paper delivery boxes shall be subject to prior written application and written approval from the ARC.
- T. Exterior Lighting:
- The Each owner shall properly maintain any outdoor lighting / yard light which have been installed on the owner's lot.
 - Any exterior light, motion detector light, or spotlight must be angled in such a way, or covered with a shroud, to prevent annoyance to neighbors.

ARCHITECTURAL REVIEW

The rights of the HOA, with respect to the common property, or the rights of an individual lot owner, with respect to the lot or improvements on the lot, shall be restricted as follows:

A. Architectural Review Intent and Purpose

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

B. Architectural Review Committee Decision

The ARC may, at its sole discretion, withhold consent to any proposed work if it finds that the proposed work would be inappropriate for the particular lot or incompatible with design standards.

Considerations such as siting, shape, size, color, design, height, impairment of the view from other lots within Desert Meadows or other effects on the enjoyment of other factors which the ARC reasonably believes to be relevant, may be taken into account by the ARC in determining whether or not to consent to any proposed work.

C. Procedure

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

D. Membership: Appointment and Removal

The ARC shall consist of as many persons, but not less than two (2), as the Board may from time to time appoint. The Board shall keep on file a list of names and addresses of the members of the ARC. A member of the ARC shall not be entitled to any compensation for services performed pursuant to this Declaration. Any duties of the ARC shall be performed by the HOA. The ARC shall have the right to appoint an Advisory Committee.

E. Liability

Neither the ARC nor any member thereof shall be liable to any owner, occupant, builder, or developer for any damage, loss, or prejudice suffered or claimed on account of an action or failure to act by the ARC or a member thereof, provided that the member has, in accordance with actual knowledge possessed by him, **acted** in good faith.

F. Action

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

G. Nonwaiver

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

H. Effective Period of Consent

The ARC's consent to any proposed work shall automatically be revoked one (1) year after issuance unless construction of the work has been commenced or the owner has applied for and received an extension of time from the ARC.

MOUNTAIN BROOK DEVELOPMENT LLC

Desert Meadows Homeowners Association grants an easement to Mountain Brook Development LLC, shown in Exhibit E, for purposes of water delivery and maintenance.

AMENDMENTS TO THIS DECLARATION

Any amendment of the Declaration, in accordance with ORS 94.590, shall be by vote or agreement of the owners representing seventy-five (75) percent of the total votes in the planned community. Any amendment of this declaration shall be effective only upon recordation. Amendments to this Declaration under this section shall be executed, recorded, and certified on behalf of the HOA by any officer of the HOA designated for that purpose or, if the absence of such designation, by the President of the Board.

GENERAL PROVISIONS

A. Violations of Provisions of this Declaration

In the event of a violation of any of the provisions of this Declaration, any person or persons owning real property within Desert Meadows may, at their option, exercise the right to enforce these covenants by prosecuting any proceeding at law or in equity necessary to prevent the violation or to recover damages sustained by reason of such violation. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action successfully prosecuted to abate or recover damages for a violation of the provisions of this Declaration, the prevailing party shall be entitled to recover all costs, including reasonable attorney fees, incurred in such enforcement.

B. Invalidation of any Covenant

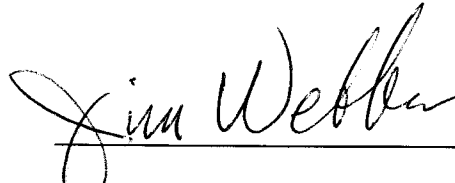
Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

C. Amendments to Ni-Lah-Sha Village Declaration

To the extent the "Declaration of Reservations, Restrictions, and Covenants" for Ni-Lah-Sha Village, Phase I as amended apply to the real property described in Exhibits A and C, said Declaration of Reservations, Restrictions, and Covenants is hereby amended so that it does not apply to the real property described in Exhibits A and C.

D. Any reference by bylaws, or other governing documents, shall mean the Bylaws of the Desert Meadows Homeowners Association as they may be duly amended from time to time, Current amended Bylaws, as of the date of this recording, are attached hereto, labeled, and incorporated by this reference.

IN WITNESS WHEREOF, the undersigned, as President of Desert Meadows Homeowners Association, hereby certifies the foregoing Amended Covenants, Conditions, and Restrictions were duly adopted by the owners of the subject real property (as described in exhibit A) by the required 75% consensus of the owners.



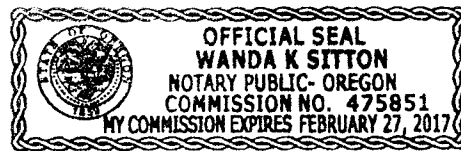
Jim Webber, President

Desert Meadows Homeowners Association

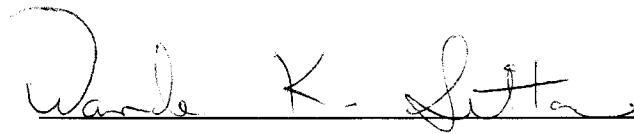
State of Oregon)

)ss.

County of Deschutes)



Before me appeared Jim Webber, President of Desert Meadows Homeowners Association, and acknowledged the foregoing instrument to be his voluntary act and deed.



Notary Public for Oregon

My Commission Expires: 02-27-2017

AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS

DESERT MEADOWS

EXHIBIT A

Description
portion of NI-LAH-SHA PHASES 2 AND 3 (SP 1999-70)
in NE1/4 SW1/4 Section 3, T.15S., R.13E., W.M.
DESERT MEADOWS

Description of a parcel of land situate in a portion of Plat No. "SP 1999-70", also known as "NI-LAH-SHA PHASES 2 AND 3", located in the NE1/4 SW1/4 Section 3, Township 15 South, Range 13 East of the Willamette Meridian, being Lots 1 through 44, Lots 105 through 107, Lots 124 through 158, Common Areas "A" and "B" and the adjacent private roadways as per said Plat, more particularly described as follows:

Commencing at a 5/8" Rebar monumenting the South 1/4 corner of Section 3, T.15S., R.13E., W.M., the Initial Point; thence N00°33'10"E partially along the East line of said Plat - 2635.68 feet to the Center of said Section; thence S89°47'56"W along the North line of said Plat - 30.00 feet to the NE corner of Common Area "A" and the true POINT OF BEGINNING; thence S89°47'56"W along said North line - 214.63 feet; thence along the boundary of Phases 2 and 3 of said Plat as follows:

S00°12'03"E - 172.16 feet; thence S23°15'45"W - 157.29 feet;
thence S45°19'30"W - 32.37 feet; thence S16°14'04"W - 85.01 feet;
thence S00°33'24"W - 180.97 feet; thence S77°46'02"W - 187.53 feet;
thence S27°24'36"W - 40.67 feet; thence S43°40'27"W - 75.93 feet;
thence S57°49'15"W - 88.79 feet; thence S76°26'35"W - 122.86 feet;
thence S00°35'28"W - 46.66 feet; thence S43°56'03"W - 103.65 feet;
thence S59°05'09"W - 32.63 feet to the NE corner of Lot 124;
thence N66°10'25"W - 99.43 feet to the NW corner of Lot 124;
thence N79°27'55"W - 25.94 feet to the boundary of Lot 107;
thence N65°27'05"W along said boundary - 128.25 feet;
thence S51°53'46"W along said boundary - 49.07 feet;
thence S18°52'30"E along said boundary - 24.26 feet;
thence S11°03'42"W - 22.06 feet to the NE corner of Lot 104;
thence S23°49'33"W along Lot 104 boundary - 79.09 feet;
thence 56.98 feet along the arc of a 215 foot radius curve (concave South) of said Lot 104 boundary forming a central angle of 15°11'05" and a long chord bearing N78°04'56"W - 56.81 feet; thence 56.46 feet along the arc of a 37.50 foot radius curve (concave Northeast) of said Lot 104 boundary forming a central angle of 86°15'55" and a long chord bearing N42°32'31"W - 51.28 feet to the East right-of-way (R/W) of NE 5th Street; thence S00°35'26"W along said R/W - 375.07 feet to the boundary of said Plat; thence N89°47'48"E along said boundary - 1255.60 feet to the West R/W of NE 9th Street; thence N00°33'10"E along a common line with said West R/W and Common Area "A" - 1317.85 feet to the true POINT OF BEGINNING.

The same containing approximately 19.81 land acres, subject to all existing easements and rights-of-way over and across the above described parcel of land.

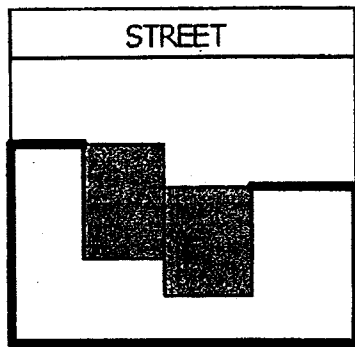
AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS

DESERT MEADOWS

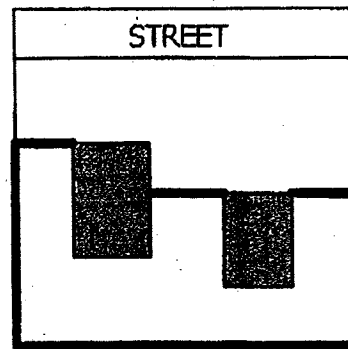
EXHIBIT B

Dark lines show where fences and hedges can be placed.

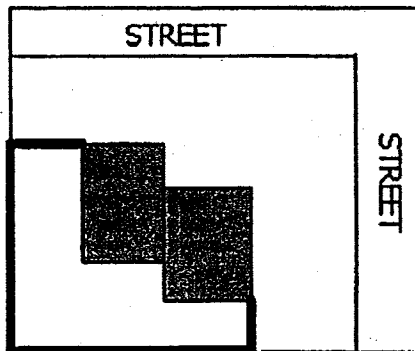
Interior Lot
Attached Garage



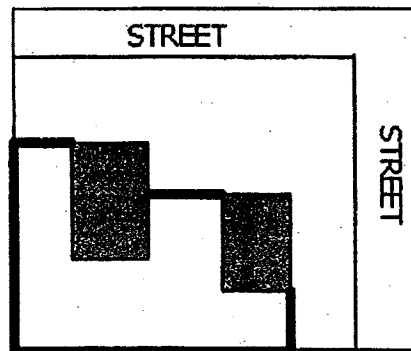
Interior Lot
Detached Garage



Corner Lot
Attached Garage



Corner Lot
Detached Garage



AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS

DESERT MEADOWS

EXHIBIT C

Description
portion of NI-LAH-SHA PHASES 2 AND 3 (SP 1999-70)
in NE1/4 SW1/4 Section 3, T.15S., R.13E., W.M.
MOUNTAIN BROOK

Description of a parcel of land situate in a portion of Plat No. "SP 1999-70", also known as "NI-LAH-SHA PHASES 2 AND 3", located in the NE1/4 SW1/4 Section 3, Township 15 South, Range 13 East of the Willamette Meridian, being Lots 45 through 104, Lots 108 through 123, Lots 159 through 180 and the adjacent private roadways as per said Plat, more particularly described as follows:

Commencing at a 5/8" Rebar monumenting the South 1/4 corner of Section 3, T.15S., R.13E., W.M., the Initial Point; thence N00°33'10"E partially along the East line of said Plat - 2635.68 feet to the Center of said Section; thence S89°47'56"W along the North line of said Plat - 244.63 feet to the NE corner of Lot 51 and the true POINT OF BEGINNING; thence along the boundary of Phases 2 and 3 of said Plat as follows:
S00°12'03"E - 172.16 feet; thence S23°15'45"W - 157.29 feet;
thence S45°19'30"W - 32.37 feet; thence S16°14'04"W - 85.01 feet;
thence S00°33'24"W - 180.97 feet; thence S77°46'02"W - 187.53 feet;
thence S27°24'36"W - 40.67 feet; thence S43°40'27"W - 75.93 feet;
thence S57°49'15"W - 88.79 feet; thence S76°26'35"W - 122.86 feet;
thence S00°35'28"W - 46.66 feet; thence S43°56'03"W - 103.65 feet;
thence S59°05'09"W - 32.63 feet to the NE corner of Lot 124;
thence N66°10'25"W - 99.43 feet to the NW corner of Lot 124;
thence N79°27'55"W - 25.94 feet to the boundary of Lot 107;
thence N65°27'05"W along said boundary - 128.25 feet;
thence S51°53'46"W along said boundary - 49.07 feet;
thence S18°52'30"E along said boundary - 24.26 feet;
thence S11°03'42"W - 22.06 feet to the NE corner of Lot 104;
thence S23°49'33"W along Lot 104 boundary - 79.09 feet;
thence 56.98 feet along the arc of a 215 foot radius curve (concave South) of said Lot 104 boundary forming a central angle of 15°11'05" and a long chord bearing N78°04'56"W - 56.81 feet; thence 56.46 feet along the arc of a 37.50 foot radius curve (concave Northeast) of said Lot 104 boundary forming a central angle of 86°15'55" and a long chord bearing N42°32'31"W - 51.28 feet to the East right-of-way (R/W) of NE 5th Street; thence N00°35'26"E along said East R/W - 942.84 feet to the North line of said Plat; thence N89°47'56"E along said North line - 1040.08 feet to the true POINT OF BEGINNING.

The same containing approximately 18.17 land acres, subject to all existing easements and rights-of-way over and across the above described parcel of land.

AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS

DESERT MEADOWS

EXHIBIT D

Common Property for Desert Meadows:

That portion of the property described in Exhibit A which is private roads and common areas.

AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS

DESERT MEADOWS

EXHIBIT E

EASEMENT IRRIGATION LINE EASEMENT

THIS AGREEMENT is made this _____ day of _____, 2002 by **High Mountain Properties LLC**, ("High Mountain") and **Desert Meadows Homeowners Association**, ("Desert Meadows"), collectively referred to as "Grantor", and **Mountain Brook Development LLC**, Grantee.

Recitals:

WHEREAS, Grantor owns and/or has an interest in the real property described on Exhibit "Irrigation Line Easement, Exhibit A", attached and incorporated, said real property including an existing pond; and

WHEREAS, Grantee owns the real property described on Exhibit "Irrigation Line Easement, Exhibit B", attached and incorporated; and

WHEREAS, the parties wish to provide for and memorialize Grantee's rights and obligations concerning the presence of Grantee's pump and associated equipment and distribution system from the pump across Grantor's property.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, including the payment of valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed as follows:

1. Grantee shall be allowed to place pumps and related equipment in the existing pond for purposes of providing Central Oregon Irrigation District water to all parcels and common areas located within Grantee's property, Exhibit "Irrigation Line Easement, Exhibit B".
2. Grantor further grants Grantee an easement for purposes of water delivery and maintenance of Grantee's water delivery system from and including the pump to the parties' adjoining line at the point of Grantee's choosing. The easement shall encompass a twenty (20) foot wide strip of land running generally south to north across and from the pond to Grantee's property. Once constructed, the area subject to the easement will be defined by its physical location.
3. Grantee shall indemnify and hold Grantor harmless from and against any claims for damages and other liability associated with the presence and maintenance of Grantee's pump

IRRIGATION LINE EASEMENT

EXHIBIT E

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

IRRIGATION LINE EASEMENT

EXHIBIT B

Description
portion of NI-LAH-SHA PHASES 2 AND 3 (SP 1999-70)
in NE1/4 SW1/4 Section 3, T.15S., R.13E., W.M.
MOUNTAIN BROOK

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