

KEY PUNCHED

SEP 24 2007

Crook County Official Records 2007-224241
D/PLAT-PLAT 09/24/07 09:32 AM
Cnt=1 Stn=6 COUNTER \$115.00 \$11.00 \$5.00 \$10.00 \$141.00



I, Deanna Berman, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Deanna Berman



INDIAN ROCK ESTATES Phase 2

SITUATED IN THE SW1/4 AND IN THE NW1/4
OF SECTION 32, T16S, R17E, W.M.,
CROOK COUNTY, OREGON

C-PUD-002-04
August 20, 2007

Sheet 1 of 2



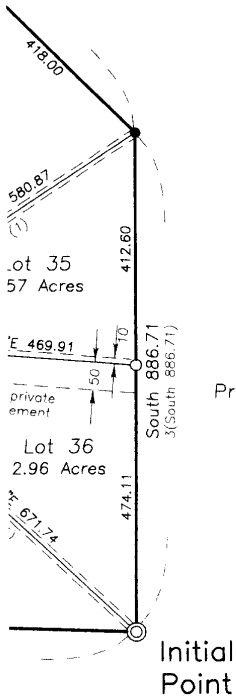
Scale 1"=200'

BASIS OF BEARINGS

Indian Rock Phase 1

LEGEND

- Found 2 1/2" iron pipe with attached 3 1/4" BLM brass cap. Group No. 1391.
 - Found 5/8" iron pin with attached red plastic cap marked CORNERSTONE SURVEYING, INC. See Indian Rock Phase 1.
 - ⊙ Found 2 1/2" alum. pipe with 3" alum. cap marked INITIAL POINT INDIAN ROCK ESTATES 2005 LS2734.
 - Set 5/8"x30" iron pin with attached red plastic cap marked CORNERSTONE SURVEYING, INC.
 - ⊗ A 5/8"x30" iron pin with attached aluminum cap marked CORNERSTONE SURVEYING INC, is to be set by March 31, 2008, see post monumentation statement.
- 1() Survey No. 823 record bearing and distance.
 2() BLM Group No. 1391 record bearing and distance.
 3() Indian Rock Phase 1 record bearing and distance.
- ESMT (1) 15' wide public utility easement, 7.5' on each side of the lot line as shown.
 ESMT (2) 10' wide public utility easement along the road right of way line as shown.



Indian Rock Estates
Phase 1
Private Common Open Area

CURVE TABLE

Length	Delta	Chord	Chord Bearing
91.03	52°09'23"	87.92	N09°55'19"E
258.31	74°00'00"	240.73	N73°00'00"E
108.79	47°56'54"	105.64	N12°01'33"E
65.97	54°00'00"	63.56	N09°00'00"E
35.97	8°57'36"	35.93	N40°28'48"E
85.37	21°16'00"	84.88	N55°35'36"E
72.91	18°09'47"	72.61	N75°18'30"E
102.81	25°36'37"	101.95	S82°48'18"E
219.56	74°00'00"	204.62	N73°00'00"E
156.56	105°31'44"	135.35	S86°34'06"E
56.61	38°09'33"	55.57	S14°43'27"E
57.35	38°39'37"	56.27	S23°41'08"W
72.50	48°52'14"	70.32	S67°27'03"W
129.73	87°26'48"	117.50	N44°23'26"W

REGISTERED
PROFESSIONAL
LAND SURVEYOR

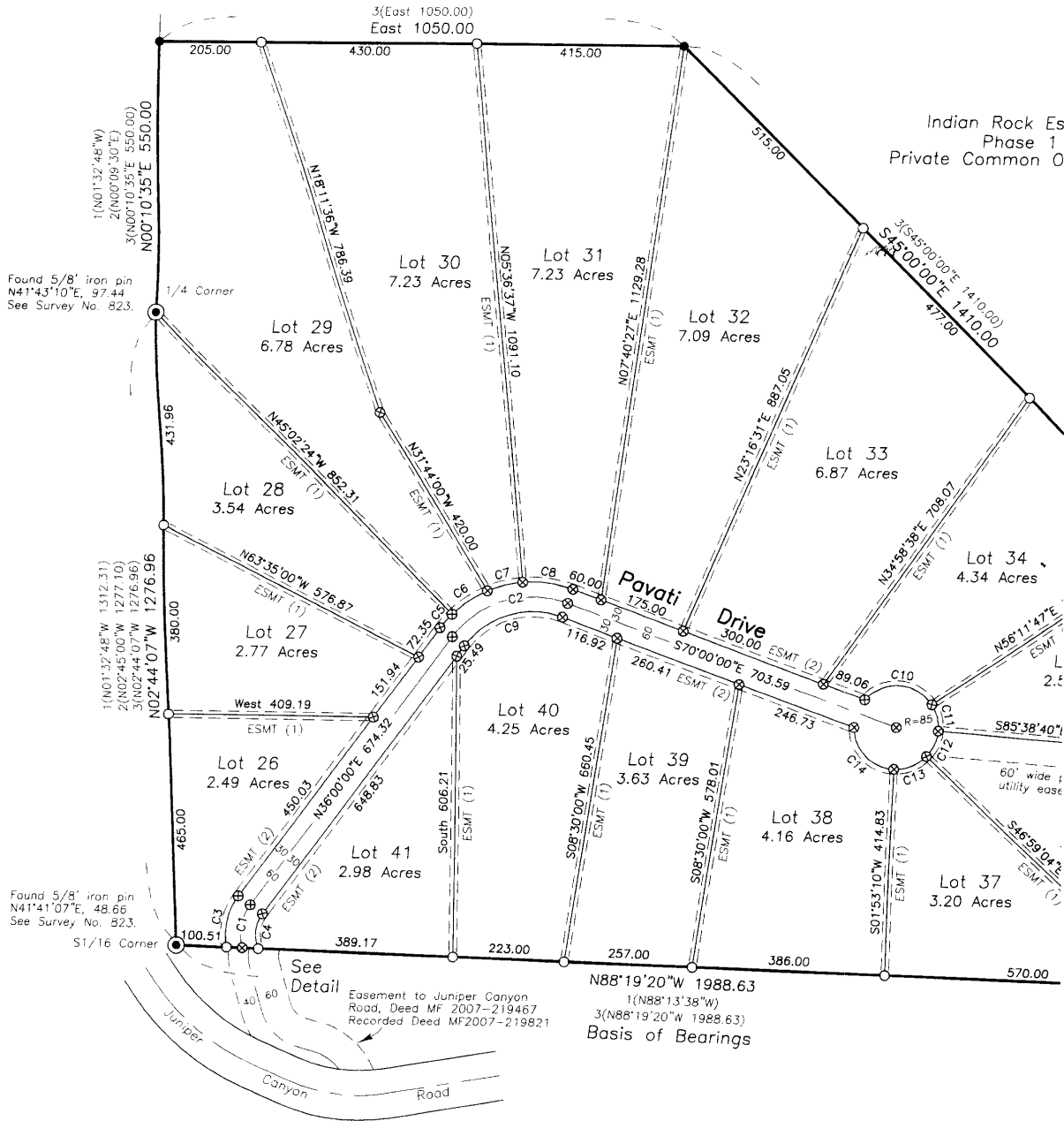
Jack L. Watson
OREGON
SEPT. 19, 1906
JACK L. WATSON
2734

Renewal Date 6/30/2008

T16S, R17E, W.M.
Sec.31 Sec.32

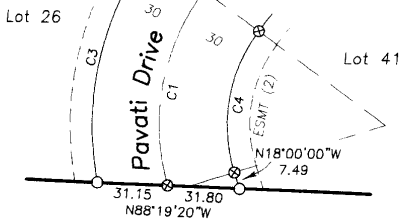
Indian Rock Estates
Phase 1
Private Common Open Area

Indian Rock Es
Phase 1
Private Common 0



Detail

Scale 1"=50'



Curve	Radius	l
C1	100.00	
C2	200.00	
C3	130.00	
C4	70.00	
C5	230.00	
C6	230.00	
C7	230.00	
C8	230.00	
C9	170.00	
C10	85.00	
C11	85.00	
C12	85.00	
C13	85.00	
C14	85.00	

INDIAN ROCK ES
Phase 2

SITUATED IN THE SW1/4 AND IN
OF SECTION 32, T16S, R17
CROOK COUNTY, OREG

C-PUD-002-04
August 20, 2007

Sheet 2 of 2

APPROVALS

Angus R. Kels, DEPUTY 9/7/07
Crook County Surveyor Date

Will P. Zelenka 9/24/07
Crook County Planning Director Date

W. R. C. 9/12/07
Crook County Planning Commission Date

Penny L. Keller 9/12/07
Crook County Roadmaster Date

Jim Clay 9-13-07
Crook County Fire District Date

Not Present 9-19-07
Crook County Judge Date

Mike Miller 9/19/2007
Crook County Commissioner Date

Ryan Walquist 9-14-07
Crook County Commissioner Date

Bruce F. Jones 9-13-07
Crook County Environmental Health Specialist Date

I hereby certify that all Ad Valorem Taxes, Special Assessments, Fees and other charges required by law to be placed on the 2007-2008 tax roll which became a lien or will become a lien on this subdivision during this tax year but not yet certified to the tax collector for collection have been paid to me.

Tom W. Wynn 9/13/07
Crook County Assessor Date

I hereby certify that all taxes are paid as of this date.

Pamela Blunden, Deputy 9-13-07
Crook County Tax Collector Date

I, Jack L. Watson, a registered professional surveyor in the State of Oregon, hereby certify that post monumentation of the road centerline and right of way monuments within this plat of Indian Rock Estates Phase 2 will be completed on or before August 1, 2008.

Jack L. Watson
Jack L. Watson, PLS

Post monumentation of the center line and right of way monuments has been completed as per affidavit of monumentation recorded in Plats MF _____ on _____.

Crook County Surveyor Date

I do hereby certify that this is a true and exact copy of Indian Rock Estates, Phase 2.

Jack L. Watson
Jack L. Watson, PLS

The total area of the dedicated private road is 2.79 acres.

RECORDATION - CLERK

STATE OF OREGON } SS 2007-224241
COUNTY OF CROOK }

I certify that the within instrument was received or record on the 24th day of September 2007, at 9:32 AM and recorded in Deed/Plat records of said county, MF No. 2007-224241
Jeanna E. Berman, Crook County Clerk.

by: Jeanna E. Berman, Deputy



RECORDATION - SURVEYOR

STATE OF OREGON } SS
COUNTY OF CROOK }

I certify that the within instrument was received for record on the 24th day of SEPT, 2007 and recorded in Surveys No. 2750 of said County.

David B. Armstrong
David B. Armstrong
County Surveyor

STATES

N THE NW1/4
7E, W.M.,
30N

SURVEYOR'S CERTIFICATE

I, Jack L. Watson, Professional Land Surveyor, registered in the State of Oregon, hereby certify that I have correctly surveyed and marked with proper monuments, the lots of Indian Rock Estates, Phase 2, in accordance with the statutes of the State of Oregon. Indian Rock Estates, Phase 2, is situated in the SW1/4 and in the NW1/4 of Section 32, T16S, R17E, W.M., Crook County, Oregon, described as follows:

Beginning at the Initial Point, a point on the south line of the NW1/4SW1/4 of said Section 32 which is S88°19'20"E, 1988.63 feet from the SW corner of the NW1/4SW1/4 of said Section 32;
Thence N88°19'20"W, 1988.63 feet to the SW corner of the NW1/4SW1/4 of said Section 32;
Thence N02°44'07"W, 1276.96 feet to the NW corner of the NW1/4SW1/4 of said Section 32;
Thence N00°10'35"E, 550.00 feet to a point on the west boundary of Indian Rock Estates, Phase 1, recorded in the office of the Crook County Clerk;
Thence along the boundary of Indian Rock Estates, Phase 1 as follows:
East, 1050.00 feet;
S45°00'00"E, 1410.00 feet;
South, 886.71 feet to the point of beginning.

Indian Rock Estates, Phase 2, contains 74.87 acres.

Together with a private access easement, 100 feet in width, for access to Juniper Canyon Road, recorded in Deed MF 2007-219821, deeds of Crook County, Oregon.



Jack L. Watson
OREGON
SEPT 19, 1995
JACK L. WATSON
2734
Renewal Date 6/30/2008

Cornerstone Surveying, Inc.
233 South Canyon Blvd.
John Day, Oregon 97845
(541)575-1813

DECLARATION AND DEDICATION

Know all people by these present that Land Acquisition and Development Company, Inc., an Oregon Corporation, also known as and hereinafter referred to as LADCO, Inc., does hereby declare it is the owner of the lands described in the Surveyor's Certificate, and that it has caused the same to be surveyed and platted into lots, private roads, public utility easements, and private utility easements in accordance with the provisions of ORS Chapter 92 as shown hereon. LADCO, Inc. hereby dedicates to the Homeowners Association of Indian Rock Estates, Pavati Drive, for ingress and egress as a private road. LADCO, Inc. hereby dedicates to the public the public utility easements shown hereon.

Fred E. Moore
Fred E. Moore
President of Land Acquisition and Development Company, Inc.

ACKNOWLEDGEMENT

STATE OF OREGON }
COUNTY OF CROOK } SS

Know all people by these present, on this 13 day of September, 2007, before me, a notary public in and for the State of Oregon, personally appeared the above named, Fred E. Moore, President of LADCO, Inc., who executed the foregoing declaration and dedication and who acknowledged to me that he executed the same freely and voluntarily for the purpose therein named.

Kellie E. Cobb
Notary Public for Oregon



NARRATIVE

This survey was performed at the request of Fred Moore, President of Land Acquisition and Development Company, Inc.. The purpose of this survey was to subdivide a portion of the property described in Warranty Deed MF 146902, deeds of Crook County. This is phase two of a planned two phase subdivision.

A search of the public record was performed with respect to the property being subdivided. Field measurements were made to locate the existing survey monuments and to establish the boundary and lot lines as shown hereon.

I found and accepted the monuments from Indian Rock Estates Phase 1, which are shown hereon. In 1987 the BLM performed a dependant resurvey in Section 29 and 32, Group No. 1391. I found and accepted the monuments established by the BLM at the 1/4 corner and at the S1/16 corner common to Sections 31 and 32. I found two iron pin monuments which I do not accept. These monuments were established by John Hollingsworth and are shown on Crook County Survey No. 823. The monuments are referenced on the plat.

Access to Juniper Canyon County Road is via an access easement recorded in MF No. 2007-219821, Crook County Deeds.

There are no water rights appurtenant to this subdivision.

Crook County Official Records **2008-227391**
DEED-CCR **03/21/08 04:22 PM**
Cnt=1 Stn=6 CCOUNTER
\$125.00 \$11.00 \$5.00 \$10.00 **\$151.00**



I, Deanna Berman, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Deanna Berman



ENTERED MAR 24 2008

RECORDING COVER SHEET

Any errors in this cover sheet DO NOT affect
The transaction(s) contained in the instrument itself.

AFTER RECORDING RETURN TO: Carl M. Dutli, 545 NE Seventh Street, Prineville, OR 97754

DOCUMENT TITLE:

*Declaration of Covenants, Conditions, and Restrictions
Indian Rock Estates Phase 2
Crook County, Oregon*

PARTIES:

Land Acquisition and Development Co., an Oregon Corporation

Terry L. Harper and Debra S. Harper

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
INDIAN ROCK ESTATES PHASE 2
CROOK COUNTY, OREGON**

WHEREAS, Land Acquisition and Development Co., an Oregon Corporation (hereinafter referred to as "LADCO"), is the owner of Lots 26, 27, and 29 through 41 and Terry L. Harper and Debra S. Harper, husband and wife, are the owners of Lot 28 of INDIAN ROCK ESTATES PHASE 2, a platted subdivision in the County of Crook, State of Oregon, and

WHEREAS, LADCO intends to sell Lots and building sites within said INDIAN ROCK ESTATES PHASE 2 (hereinafter referred to as "Subdivision") subject to certain protective restrictions, conditions, limitations, and reservations, to insure the most beneficial development of said area as a residential subdivision, and to prevent any use thereof as might tend to diminish the value of the development.

NOW, THEREFORE, LADCO and Terry L. Harper and Debra S. Harper hereby make the following protective restrictions and conditions upon INDIAN ROCK ESTATES to run with the land and be binding on all persons owning property within the subdivision:

SECTION 1. DEFINITIONS

Unless the context otherwise specifies or requires, the following words or phrases in the CCRs and Design Guidelines shall have the following meanings:

Ancillary Structures or Accessory Structures

Any structure detached from the residence, including by way of example only, storage sheds, detached garages, and/or gazebos.

Association

Indian Rock Estates Homeowners Association.

CCRs or Declaration

Means this Declaration of Covenants, Conditions, and Restrictions for Indian Rock Estates Phase 2 as may be amended or supplemented from time to time and in accordance with the provisions hereof.

Community-Wide Standard

Means a standard of conduct, quality, maintenance, and design generally prevalent in Indian Rock Estates Phase 2. Such standards shall be established initially by Declarant and may contain both objective and subjective elements. The Community-Wide Standard may evolve as development progresses and as the needs and demands of Indian Rock Estates Phase 2 change.

Declarant

Means LADCO

Design Review Guidelines (Guidelines)

The architectural, landscape, design and construction standards, restrictions and review procedures adopted by the Declarant and enforced by the Design Review Committee as set forth in this document and the Design Guidelines. The Design Guidelines shall apply to all Lots at Indian Rock Estates Phase 2.

DRC

Means the Design Review Committee as established by this Declaration.

Improvement

Any changes, exterior alterations, additions, or installations on a Lot, including any grading, excavation, fill, clearing, Residence, Accessory buildings, roads, driveways, paths, parking areas, walls, retaining walls, stairs, patios, courtyards, hedges, posts, fences, signs, mailboxes, sports and play equipment, or any structure of any type or kind.

Lot/Lots

Lot means any individual lot of Indian Rock Estates Phase 2. Lots mean more than one Lot.

Owner/Owners

Owner means an owner of a Lot. Owners mean the owners of more than one Lot.

Residence or Home

The building or buildings used for residential purposes constructed on a Lot.

Subdivision

Shall mean Indian Rock Estates Phase 2.

SECTION 2. DESIGN

2.1 Maximum Height Limitation. The building height restrictions, size, and location of buildings are intended to protect views of Prineville Reservoir. Homes on the Lots are generally to be limited to 1½ stories in height (above grade) with exception of homes to be built on Lots 30, 31, 32, 33, 34, and 35, which may be 2½ stories in height. The preferred maximum height for single story homes is 24 feet and for 1½-story homes is 27 feet. All homes are required to comply with Crook County Ordinance limiting the home's ridge height.

2.2 Minimum Enclosed Area. Minimum Enclosed Area limit is established as the square footage of livable space. The minimum limit will be established at 2,000 square feet, excluding garage. The Enclosed Area of the upper floor may not exceed 60% of the Enclosed Area for the main floor.

2.3 Horizontal Length. Unless approved by the DRC, the unbroken horizontal length of any building shall not exceed 35 feet. Roof overhangs are not included in the measurement of horizontal length.

2.4 Construction on Slopes. Buildings built on sloping sites must step down with the topography, breaking the apparent floor and rooflines at locations as determined by the extremity of the slope.

2.5 Roofs. Roof forms are limited to gable and hip forms with dormers and limited sheds as secondary forms. Flat and curved roofs may also be used as accents but not as the main roof form. Mansard roofs are not permitted.

The minimum roof pitch for the main or dominant roof is 6:12. However, depending on the circumstances, the DRC may allow less of a roof pitch or may require a roof pitch to be steeper on particularly wide roofs if the roof appears to be too flat. Roof overhangs must be a minimum of two feet as measured along the plane of the roof.

2.6 Ancillary Structures. All ancillary buildings and other structures shall be completely enclosed and located within the Building Envelope, except for gazebos and gazebo-like structures.

Detached structures must be consistent in materials and style with the house and are also subject to these Guidelines.

2.7 Chimneys. Chimneys must contain an approved spark arrestor and flue shroud.

2.8 Paint. Trim is to be consistent in material, color, and proportion with the details of the rest of the structure.

2.9 Skylights. Skylights are permitted provided that they are (1) located in areas that minimize the visual impact to residences on other Lots; (2) utilize flat glass in lieu of the older plastic "bubble" designs; and (3) are colored to match the roof.

2.10 Foundations. Foundations and finish grading on each Lot must be designed such that the home appears to be integrated into the earth.

Foundation walls that are above grade by more than 6 inches must be clad with siding, stone, architecturally designed concrete finish or other suitable finish material.

On sloping sites, foundations must be stepped with the contours to avoid high retaining walls.

2.11 Wood Siding Materials. Wood is encouraged to be the predominant material, with the exception that the entire home may be covered in stone.

Wood is highly encouraged to be stained, not painted, such that the natural wood character shows through.

Approved wood types:

- Board and Batten (no wood sheet goods)
- Lap: straight

- Tongue and Groove, Beveled Edge or Board on Board
- Shingles or Shakes
- Recycled Barn Wood
- Log Plank with dark chinking

Alternative wood types: With the advancement of building technologies and materials the DRC will review alternative wood products usage with regards to application, style and location.

2.12 Prohibited Siding Materials. The following materials are prohibited for use as siding:

- Plastics or vinyl;
- Concrete – either masonry units, pre-cast or formed;
- Plywood, T-111, OSB, or other engineered wood sheet goods;
- Composite shingles;
- Galvanized metal

2.13 Roof Materials. Roofing materials are to be non-reflective, textured, and a variegated dark color that is compatible with the surrounding natural environment. Their use should also be consistent with the practical requirements of the local environment, including design for either snow build up or shedding.

With the advancement of building technologies and materials the DRC will review simulated material usage with regard to application, style, and location.

Flues, vents, and other penetrations through the roof plane must be painted to match the roof if not enclosed in a concealing structure.

2.14 Exterior Light Fixtures. Exterior light fixtures attached both to the home and installed elsewhere on the Lot must be limited in their impact in order to preserve the nighttime dark sky by minimizing the amount of exterior lighting. They are to use low intensity, indirect light sources to the extent required for safety and subtle accenting of the architecture and landscape. Pole mounted lighting is not permitted. Holiday lighting is allowed from November 20 to January 7 and should be conservative in design.

2.15 Miscellaneous Requirements

2.15.1 Trash Storage, Satellite Dishes, Equipment and Clothes Lines. Clothes lines and trash receptacles are to be screened from view from both the street and the Building Envelope of other Lots either by their location on the Lot or with landscape walls or similar structures. The DRC will work with the Owner to find a practical location for satellite dishes that creates the least impact on neighbors and passersby.

2.15.2 Pet Enclosures and Dog Runs. Dog runs and pet enclosures may be provided on Lots. They must be integrated to the fullest extent possible with a building and may not be freestanding. Fencing for dog runs and pet enclosures must be as unobtrusive as possible and blend as a visual extension of the building.

2.15.3 Solar Applications. Equipment used to capture the energy of the sun - such as photovoltaic panels or shingles and hot water collectors are encouraged, but must be both integrated into the architecture and largely hidden from view.

The DRC will work with the Owners who wish to integrate such panels and other equipment into their homes with as much flexibility as possible while maintaining its main requirement of mitigating any potential negative aesthetic impacts.

SECTION 3. SITE AND LANDSCAPE DESIGN

The following Section sets forth requirements for all site work on a Lot, including grading, planting, siting of structures, design of outdoor areas and preservation and enhancement of the landscape and views.

3.1 Building Homesite Diagram

3.1.1 The Building Envelope. The Building Envelope of a Lot is the area in which the home and potential ancillary structures can be constructed as well as other improvements such as terraces, landscape walls, ornamental streams, and pools, swimming pools, or spas and auto-courts. The home should be sized to allow construction movement around the building without leaving the building envelope. It is also the area in which landscaping such as gardens and lawns may be created and offers the least restrictions on what types of vegetation can be installed. The Building Envelope shall not encroach on any setbacks and is in addition to established setbacks. Except as stated in this Declaration, there shall be no construction traffic or disturbance of any kind outside the Building Envelope.

3.1.2 The Natural Area. The Natural Area is that part of a Lot outside of the Building Envelope. The Natural Area is to remain natural or restored to a natural condition. With the exception of driveways, walking paths, sanitary sewer drain fields, and minimal complementary improvements such as address markers, no construction of any kind may take place within the Natural Area.

3.2 Tree Removal or Planting

3.2.1 Within the Building Envelope. Within the building envelope, trees and shrubs can be removed to accommodate the foundation of the new home and its ancillary structures. Outside of the area required for construction, existing high quality trees that will not interfere with the view of Prineville Reservoir from a residence on any other Lots are to be incorporated into the landscape plan as best possible. Trees within the Building Envelope may be trimmed near the ground for fire protection purposes.

3.2.2 Tree Removal and Planting on Natural Area. The planting, removal, or trimming of any trees or other vegetation on the Natural Area on a Lot must be approved by the DRC prior to such planting, removal, or trimming.

3.3 Driveways and Parking. Each Lot may be accessed by a single driveway only and should be located to preserve and protect important natural features. Shared driveways may be permitted if designed to compliment both Lots.

All entries of driveways are required to have an asphalt apron of at least 30 feet in length starting at the pavement edge of the roadway.

The paved surface of a driveway should be at least 10 feet minimum and should not exceed 12 feet in width except as approved by the DRC. Parking and turnaround areas must be located within the Building Envelope. If drainage ditch exists where the driveway meets the road, a culvert will be required to maintain effective water runoff.

3.4 Grading. The following standards are to be integrated into all grading plans for each Lot:

- Long axis to run in a manner as to not obstruct other Lot view sheds;
- Where feasible, building foundations and main floors are to step with the existing topography as it rises and falls to create split floor levels rather than one flat building pad;
- All cuts, fills, and retaining walls are to create smooth transitions at the top and bottom of slopes that appear as extensions of the natural landform. Grading designs are to protect and retain as many existing trees, shrubs, and rock outcroppings as possible. (No straight cut/fill shapes.);
- Fill may not be used to significantly raise the first floor elevation.

3.5 Retaining Walls

- Minimize the height of retaining walls
- Blend retaining walls with the natural topography

The tops of walls are to be shaped to blend with natural contours. Ends of walls are to not end abruptly, but are to create natural-looking transitions with existing landforms and vegetation.

Retaining walls may only be constructed in the Natural Area to accommodate a driveway or footpath.

3.6 Parking. Each home should be served by a minimum of two enclosed and two uncovered guest vehicle parking spaces. No freestanding permanent or temporary carports are allowed. The visibility of the parking areas from adjoining Lots or the street shall be minimized. All parking needs shall be accommodated within the Building Envelope.

3.7 Paths, Outdoor Stairs, and Terraces. All paths, outdoor stairs, and terraces are to be located within the Building Envelope with the exception of footpaths that may be located in the Natural Area. Footpaths may enter the Natural Area provided they follow natural contours and utilize pervious materials that blend in color with the existing landscape as appropriate. Footpaths through the Natural Area are restricted to a maximum width of five feet.

3.8 Walls, Fences, and Gates. The visibility of walls, fences, and gates from off-lot views shall be minimized. Walls and fences shall be high quality and constructed out of stone or wood in a design that is complementary to the architecture of the home and the ancillary structures.

Fences are to be minimized to the greatest extent possible. Fences, walls, and gates must be contained within the Building Envelope and are to relate to the residence and site topography rather than to property and/or setback lines. Perimeter fencing is prohibited. Fencing materials are to complement and/or extend from the principal building walls, site walls, and/or landscape structures. Fences shall not exceed four feet in height unless approved by the DRC giving consideration to the necessity of the fence and the visibility of the fence off-site.

Appropriate fence types include:

- “Open” (non-solid) wood fences, such as split rail and horizontal board
- Low stone walls
- Wing wall extensions that match building materials
- Wrought iron
- Picket fences

Inappropriate fencing materials/types include:

- Formal hedges
- Chain link
- Stucco
- Plastic

Wooden fences and gates are to be treated or stained so that they blend with surrounding trees and vegetation.

Pool and spa fences required by code may require additional detailing and landscape treatments, as specified by the DRC, to mitigate off-site visibility. If allowed by Crook County, the use of non-fencing solutions, such as locking pool covers, should be considered.

Deer/wildlife fencing that is not visible from off-site, and fencing that extends from the house to create a private terrace, such as to conceal a hot tub, may extend up to 6 feet in height. Vegetable and ornamental gardens visible from off-site, but within the Building Envelope, however, may be fenced with up to 6 feet tall wood structure and ornamental steel fencing per approval by the DRC.

Transitions in fence and/or wall heights are to be gradually stepped.

Privacy or screen fencing is to be used to block views of hot tubs, pools, gardens, utilities, mechanical equipment, trash enclosures and outdoor work areas, and may extend up to 6 feet high in such areas, if the fence is close to a building and does not adversely affect off-site views.

3.9 Landscape Structures, Site Furnishings, and Outdoor Art. Landscape structures, site furnishings, and outdoor art shall meet the following requirements:

Site furnishings, outdoor art, and landscape structures, such as arbors, gazebos, pavilions, Porte cocheres, greenhouses and/or decks, are permitted within the Building Envelope.

The height, color, materials, and style of outdoor structures are to be the same or similar to that of the Residence.

In general, the same Guidelines that apply to architecture apply to the design of landscape structures.

Play structures are to be primarily constructed of natural materials and finished so that they recede into the landscape. Brightly colored play structures or furnishings will not be approved.

Sports courts will be considered on a Lot by Lot basis and will be approved at the sole discretion of the DRC if they are not visible from off-site and do not significantly impact existing vegetation patterns and landforms. Such courts and associated structures are to be constructed from natural appearing materials and colors.

3.10 Water Features, Spas, and Pools. Pools, spas (hot tubs), and plunge pools are to be located so that their visibility is minimized from areas outside the Lot. Water features may be visible from outside the Lot provided they are designed to appear as if they are natural. Pools and water features shall be designed so that they augment outdoor spaces and extend the architectural style of the Residence.

Pools, spas, and other water features are to be located within the Building Envelope, visually connected to the Residence and designed as an integral part of the home's exterior design.

Water features such as small ponds, waterfalls and streams are to be appearing natural and not contrived. They must be made out of materials that appear indigenous to the site and be landscaped such that they appear to have occurred naturally.

Swimming pools will be approved on a Lot by Lot basis and must be screened so as not to be visible from the street or other Lots. Design solutions that eliminate the need for a pool fence while complying with safety code issues are encouraged.

Pool and spa covers are to be dark and muted in color to recede from view. Spas are to be set down into the ground, terraces and/or decks, or well screened from view sites.

Spa and water feature equipment enclosures are to appear as extensions of the home and/or located in underground vaults to contain noise. Solid noise absorbing covers for

equipment may be required after installation if it is discovered that the equipment is audible from adjacent Lots. Water features are to be designed using recirculating water. Standing water on-site, including storm water run-off, is not permitted.

Spas and Pools are not permitted in the Natural Areas.

SECTION 4. DESIGN REVIEW COMMITTEE

The following describes the organization of the Design Review Committee (DRC), including its membership, functions and powers.

4.1 Design Review Committee Membership. The Design Review Committee will initially consist of at least one person appointed by the Declarant. After all Lots have been sold by the Declarant, the DRC will consist of three members selected by the owners of the Lots.

4.2 Design Review Requirements. No Improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors and proposed location of the Improvement have been submitted to and approved in writing by the Design Review Committee. It is the intent and purpose of this Declaration to assure quality of workmanship and materials and to assure harmony of external design with the then existing Improvements and as to location with respect to topography and finished grade elevations. The procedure and specific requirements for review and approval of construction shall be set forth in Design Guidelines adopted from time to time by the Design Review Committee.

4.3 Resignation of Members. Any member of the DRC may at any time resign upon written notice to the other members of the DRC. Any member may be removed at any time by the body that selected them, with or without cause.

4.4 Functions of the DRC. It will be the duty of the Design Review Committee to consider and act upon such proposals or plans that are submitted to it in accordance with the design review procedures established by these CCRs.

The DRC will meet from time to time, as needed to perform its duties. The majority of the DRC members have the power to act on behalf of the entire DRC without the necessity of a meeting or of consulting the remaining members of the DRC. Decisions will be rendered in writing and will be final.

4.5 Non-Liability. Provided that Design Review Committee members act in good faith, neither the DRC nor any member will be liable to the Declarant, any Owner or any other person for any damage, loss or prejudice suffered or claimed on account of actions by the DRC or Declarant. These actions include, but are not limited to the following:

- Approving or disapproving any plans, specifications and other materials, whether or not defective.
- Constructing or performing any work, whether or not pursuant to approved plans, specifications and other materials.

- The development or manner of development of any land within Phase 2 of Indian Rock Estates.
- Executing and recording a form of approval or disapproval, whether or not the facts stated therein are correct.
- Performing any other function pursuant to the provisions of the CCRs or Design Guidelines.

Revisions to the Design Guidelines from time to time as deemed necessary by the Declarant or the Lot Owners.

4.5 Design Guidelines.

4.5.1 Adoption of Design Guidelines. Declarant or the Design Review Committee shall prepare Design Guidelines, which may contain general provisions applicable to all of the Lots. The Design Guidelines may establish building envelopes for each Unit and will require compliance with forest fuels management and fire prevention practices required by the applicable Governmental Authority. The Design Guidelines are not the exclusive basis for decisions of the Design Review Committee and compliance with the Design Guidelines does not guarantee approval of any application.

4.5.2 Publication of Design Guidelines. The Design Review Committee shall make the Design Guidelines available to Owners who seek to engage in development or construction on a Lot.

4.5.3 Amendment of Design Guidelines. The Declarant shall have the sole and full authority to amend the Design Guidelines. Such amendment shall not affect approvals that have been granted to any Lot prior to such amendment. After all Lots have been sold by Declarant, at least two-thirds of the Lot Owners shall have the authority to amend the Design Guidelines. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Design Guidelines less restrictive.

Each Lot Owner is responsible for obtaining a copy of the most recently revised Design Guidelines prior to beginning design or construction projects.

4.6 Approval Procedures.

4.6.1 Applications. Except as otherwise stated in this Section, Owners desiring to construct, alter, repair or replace any Improvements shall apply for an approval therefore from the Design Review Committee. Such application shall include plans and specifications showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction (the "Work"), as applicable. The Design Guidelines or the Design Review Committee may require the submission of such additional information as may be reasonably necessary to consider any application.

4.6.2 Committee Discretion. The Design Review Committee may, at its sole discretion, withhold consent to any proposed Work if the Design Review Committee finds the proposed Work would be inappropriate for the particular Lot or incompatible with the Design Guidelines. In reviewing each submission, the Design Review Committee may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. Considerations such as siting, shape, size, color, design, height, solar access, impairment of the view from residences on other Lots within the subdivision, disturbance of existing terrain and vegetation, wildlife protection and any other factors which the Design Review Committee reasonably believes to be relevant, may be taken into account by the Design Review Committee in determining whether or not to consent to any proposed Work.

4.6.3 Committee Decision. The Design Review Committee shall render its decision with respect to the construction proposal after it has received all materials required by it with respect to the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Design Review Committee may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant. In the event the Design Review Committee fails to render its approval or disapproval within forty-five (45) working days after the Design Review Committee has received all materials required by it with respect to the proposal, or if no written notice of noncompliance has been given to the Owner within two (2) years after the completion thereof is readily apparent, approval will not be required and the related provisions of this Declaration shall be deemed to have been fully complied with; provided that the Owner must first issue a written notice to the Design Review Committee of the Owner's intent to proceed without such approval and no response from the Design Review Committee is forthcoming within ten (10) days after such notice is given.

4.6.4 Majority Action. Except as otherwise provided in this Declaration, a majority of the members of the Design Review Committee shall have the power to act on behalf of the Design Review Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Design Review Committee. The Design Review Committee may render its decision only by written instrument setting forth the action taken by the consenting members.

4.6.5 Effective Period of Consent. The Design Review Committee's consent to any proposed Work shall automatically be revoked one year after issuance unless construction of the Work has been commenced or the Owner has applied for and received an extension of time from the Design Review Committee.

4.7 Variances. The Design Review Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when

unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Design Review Committee from denying a variance in other circumstances.

4.8 Approval Exceptions. No approval shall be required to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of the Owner's Lot without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Lot visible from outside the Lot shall be subject to approval.

4.9 No Waiver of Future Approvals. Each Owner acknowledges that the persons reviewing applications under this Section will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Design Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Design Review Committee may refuse to approve similar proposals in the future. Approval of applications or plans and specifications for any Work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans and specifications, or other matters subsequently or additionally submitted for approval.

4.10 Enforcement. If during or after the construction the Design Review Committee finds that the Work was not performed in substantial conformance with the approval granted, or that the required approval was not obtained, the Committee shall notify the Owner in writing of the noncompliance, specifying the particulars of the noncompliance. The Committee may require conforming changes to be made or that construction be stopped. The cost of any required changes shall be borne by the Owner. The Committee shall have the power and authority to order any manner of changes or complete removal of any Improvement, alteration or other activity for which prior written approval from the Committee is required and has not been obtained or waived in writing. If an owner fails to comply with an order of the Committee, then, either the Design Review Committee or a Lot Owner or Owners may enforce compliance in accordance with the procedures set forth in Section 8 below.

4.11 Limitation of Liability. Neither the Design Review Committee nor any member of the Design Review Committee shall be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Design Review Committee or a member of the Design Review Committee, provided only that the Design Review Committee or the member has, in accordance with the actual knowledge possessed by the Committee or Member, acted in good faith. Any such damages or expenses for which the Committee or any Member is liable and to which any Owner becomes entitled shall be a Common Expense. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the subdivision; they do not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the Design Review Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value, or size, or of

similar design. Declarant, the Design Review Committee, and any officer or member of either of the foregoing shall not be held liable for soil conditions, drainage or other general site work, any defects in plans revised or approved hereunder, or any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

SECTION 5. DESIGN REVIEW PROCESS

The design review process has been developed to insure that all new construction, alterations, and renovations to existing buildings and site Improvements conform to the guiding principles outlined in the CCRs and the Design Guidelines. The DRC suggests that the property Owner begin the review process early to allow ample time to obtain required permits. When reviewing design and construction projects, the DRC will be looking for compliance with the principles outlined in this Declaration and the Design Guidelines.

5.1 Project Types for Review

5.1.1 New Construction. Construction of any new, freestanding structure, whether as a Residence, Ancillary Structure or landscape structure.

5.1.2 Alterations, Additions or Rehabilitation of an Existing Structure. Any new construction or rehabilitation to an existing building or landscape that alters the original exterior finishes, roof design, exterior lighting, interior lighting visible from off-site and/or other significant design elements.

5.1.3 Major site and/or landscape Improvements. Any major Improvements or changes to improvements, including, but not limited to, grading (for any excavation and/or fill involving more than 50 cubic yards of dirt), planting of non-native plants, tree planting or removal, irrigation, swimming pools, driveways, fencing, paving and/or drainage, that alter an existing landscape.

The DRC evaluates all development proposals on the basis of the CCRs and the Guidelines. Some of the Guidelines are written as broad standards and the interpretation of these standards is left up to the discretion of the DRC.

5.2 Design Review Process Overview. Any Improvement as described above will require and be preceded by the submission of plans and specifications describing the proposed Improvements. The Owner is to retain competent assistance from a licensed Architect, Designer, Landscape Architect or Designer, and a licensed and bonded Builder as appropriate. The Owner or Agent is to carefully review the Declaration and the Guidelines prior to commencing with the design review process.

Having secured final design approval from the DRC, the Owner is to also meet all submittal and approval requirements of the Crook County Building Department to obtain any necessary building permits.

The Owner is to commence construction within one year of final design approval and is to diligently pursue completion of construction within one year of start. The approved landscape installation is to be completed within nine (9) months of the time occupancy of the home is

approved; however, in the event of delays due to weather conditions, the DRC may grant a reasonable extension of this completion period. A written extension request must be submitted to the DRC in order for any construction and/or landscaping to extend beyond the time limits noted above. Any such extension must be approved in writing by the DRC.

5.3 Actions and Approvals. The DRC's actions on matters are to be by a majority of the DRC members. Any action required to be taken by the DRC may be taken regardless of its ability to meet as a quorum, if a majority of the DRC is able to review the matter individually and come to a majority opinion. In such cases, the DRC shall make every effort to facilitate a discussion of the matter between all members through teleconferencing and/or other means of communication. The DRC will keep and maintain a record of all actions taken by it.

If an Owner disagrees with the DRC's written conclusions from a meeting, the Owner or Agent should list specifically, in writing, which portions of the written record require clarification or correction. The DRC will then review the requested clarifications or corrections and either amend the record accordingly or let it stand, while noting the issues raised by the Owner. In the latter case, a subsequent meeting shall be held between the Owner and the DRC to resolve the difference in interpretation. However, the decision of the DRC will be final.

After the Declarant has delegated to the Lot owners the appointment of DRC members, any Owner or Agent may appeal DRC actions to the Lot owners.

The powers of the DRC relating to design review will be in addition to all permitting requirements imposed by Crook County and any other governing body with legal authority.

5.4 Design Review. An Owner is required to submit a written application and design documents for Design Review before any construction is commenced on any Lot. A checklist of the required design documents is provided in the Design Guidelines.

5.4.1 Design Review Approval/Disapproval. The DRC will issue design approval or disapproval in writing within 30 days of the committee's decision. Construction must commence within one year of final design approval or a resubmittal for design approval shall be required. Any resubmittal will be subject to the Guidelines in place at the time of resubmittal.

5.4.2 Changes to Approved Plans. Any improvements by the property Owner must conform to approved plans. Therefore, the final approval of a proposed design constitutes an agreement with the Declarant that the proposed structure or modification to a structure or Lot be consistent with the approved plans and specifications. The DRC, however, understands that the construction process may ultimately result in either a need or desire to make a change in the approved drawings and will welcome the opportunity to review proposed changes. In the event a change is desired, the Builder or Owner must submit the proposed changes in written and graphic form to the DRC for review. The DRC will work in a reasonable manner to respond to a request for change as quickly as possible. Applications for changes to approved plans shall include the following:

- A clear written statement of the scope of the requested change
- A written statement supporting the reasons for the change.

- Appropriate graphic materials illustrating the change.

Note: If changes are made to the approved drawings without DRC review and approval, a stop work notice may be posted on the project until such time as the required approval is obtained. To avert delays in construction, submit changes as early as possible for DRC approval.

5.4.3 Resubmitted Plans. In the event that final submittals are not approved by the DRC, the Owner or Agent will follow the same procedures for a resubmission as for original submittals.

5.4.4 County Approval. The Owner is to apply for all applicable building permits from Crook County Building and Planning Departments. Any adjustments to DRC-approved plans required by the County review are to be resubmitted to the DRC for review and approval prior to commencing construction. The issuance of any approvals by the DRC implies no corresponding compliance with the legally required demands of other Governmental Authorities.

5.4.5 Subsequent Changes. Subsequent construction, landscaping, or other changes in the intended Improvements that differ from approved final design documents are to be submitted to the DRC for review and approval prior to making changes.

5.4.6 Notice to Comply. In the event that the DRC finds changes and/or alterations during the construction process that have not been approved, the DRC will issue a Notice to Comply per the procedures outlined in Section 8.

5.4.7 Notice of Completion. Upon completion of construction of the home and the landscaping, the Builder and/or Owner will submit to the DRC a Final Inspection Request form for any improvement(s) given final design approval by the DRC. The DRC will make a final inspection of the property within 15 working days of notification, weather permitting; dormant winter conditions may delay the inspection of completed landscaping until the following spring. See Section 8.

5.4.8 Variance. The DRC has the authority to approve variances from portions of the Guidelines that are not mandated by Governmental Authorities or the Declaration. It should be understood, however, that any request to deviate from these Guidelines will be evaluated at the sole discretion of the DRC. Prior to the DRC approving any deviation from the Design Review Guidelines, it must be demonstrated that the proposal is consistent with the overall objectives of these Guidelines and that the deviation will not adversely affect adjoining properties or the subdivision as a whole.

The DRC also reserves the right to waive any of the procedural steps outlined in the guidelines provided that the Owner demonstrates there is good cause.

5.4.9 Non-Waiver, No Inadvertent Precedents. An approval by the DRC of drawings, specifications, or work done or proposed, or in connection with other matters requiring approval under the Guidelines, including a waiver by the DRC, shall not be deemed to constitute

a waiver of the right to withhold subsequent approval. For example, the DRC may disapprove an item shown in the final design submittal even though it may have been evident and could have been, but was not, disapproved earlier. An oversight by the DRC of noncompliance at anytime during the review process, construction process, or during its final inspection does not relieve the Owner from compliance with the CCRs, Guidelines, and all other applicable codes, ordinances, and laws.

Any error, omission or misjudgment by the DRC in any one instance shall not constitute the creation of a precedent governing future approvals and decisions. The DRC reserves the right to learn from any such errors or misjudgments and shall not be required to approve repetitions of them.

5.4.10 Non-Liability. The Declarant, DRC, or any officer member, employee or agent of Declarant or the DRC will not be liable to any party for any action, or failure to act with respect to any matter if such action or failure to act was in good faith and in accordance with the actual knowledge possessed by the Declarant, their respective officers, DRC or its members, employees, or agents.

5.4.11 Application Format. An application and information package is available from the DRC for each Submission. Each submission is to be accompanied by the required information, as specified in the application package instructions and the Design Review Guidelines.

SECTION 6. USE RESTRICTIONS

6.1 Structures Permitted. No structures shall be erected or permitted to remain on any Lot except structures containing residential dwellings and accessory structures as approved by the Design Review Committee. Each residence shall contain a minimum square footage as set forth in this Declaration.

6.2 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done or placed on any Lot that interferes with or jeopardizes the enjoyment of other Lots or the Common Areas, or that is a source of annoyance to residents. Occupants shall use extreme care about creating disturbances, making noises or using musical instruments, radios, televisions, amplifiers and audio equipment that may disturb occupants of other Lots. No unlawful use shall be made of a Lot nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Owners and other occupants shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Owners, occupants, guests, or invitees.

6.3 Animals. No animals of any kind shall be raised, bred or kept in or upon any Lot, except dogs, cats and such other household pets as may be approved by a majority of Lot owners, and then only provided they are not kept, bred or maintained for any commercial purposes or in unreasonable numbers. Except when under the control of an owner, no animal shall be allowed off the animal Owner's Lot. The Association may adopt reasonable Policies and Procedures designed to minimize damage and disturbance to other Lot Owners and occupants, including

regulations requiring, waste removal, leash controls, noise controls, occupancy limits based on size and facilities of the Lot and fair share use of the Common Areas. Nothing in this provision shall prevent the Association from requiring removal of any animal that presents an actual threat to health or safety of residents or from requiring abatement of any nuisance or unreasonable source of annoyance.

6.4 Maintenance of Structures. Each Lot Owner shall maintain the Lot Owner's Lot and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire or other hazard. Such maintenance shall include, without limitation, exterior painting or staining, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks, lights, and other exterior Improvements and glass surfaces. All repainting or restaining, any change in type of roof or roof color and any exterior remodeling or changes shall be subject to prior review and approval by the Design Review Committee. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Lot Owner and shall be restored within a reasonable period of time. Any change in appearance must first be approved by the Design Review Committee.

6.5 Maintenance of Landscape. Each Lot Owner shall keep all shrubs, trees, grass and plantings of every kind on the Building Envelope on the Owner's Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Paths on each Lot shall be kept free of trash, weeds, and other unsightly material.

6.6 Prohibited Vehicles. No mobile home, recreational vehicle (including campers), snowmobiles, all terrain vehicles, dirt bikes and other vehicles designed primarily for off-road use, commercial vehicles, any vehicles exceeding 9,000 pounds in gross vehicle weight, any trailer of any kind, any truck with a rated load capacity greater than one ton, or any boat, shall be kept, placed, maintained or parked for more than 48 hours on any Lot, except in enclosed garages approved by the Design Review Committee and except that visiting guests shall have the right to remain in such guests' RV parked outside on a Lot for not more than ten days. No motor vehicle of any type may be constructed, reconstructed or repaired in such a manner as will be visible from a neighboring Lot or the Common Area, nor may any such vehicle be occupied for residential purposes while located within the subdivision. No stripped down, partially wrecked, inoperative or junk motor vehicle, or sizeable part thereof, shall be permitted to be parked on any Lot. Off-road vehicles may not be operated within the Subdivision or the Common Area except when used for maintenance and upkeep of a Lot. The Lot Owners may restrict the amount of noise vehicles may generate.

6.7 Parking and Street Obstructions. Parking of vehicles of any type whatsoever on any portion of Pavati Drive shall not be permitted except as may be set forth in the Association Policies and Procedures. No Lot Owner shall do anything which will in any manner prevent the streets within the Subdivision from at all times being free and clear of all obstructions and in a safe condition for vehicular use.

6.8 Grades Slopes and Drainage. Each Lot Owner shall accept the burden of, and shall not in any manner alter, modify or interfere with, the established drainage pattern and grades, slopes and courses related thereto over any Lot without the express written permission of the Design Review Committee, and then only to the extent and in the manner specifically approved. Except with the express written permission of the Design Review Committee, no

structure, plantings or other materials shall be placed or permitted to remain on or within any grades, slopes, or courses, nor shall any other activities be undertaken that may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction of or obstruct or retard the flow of water.

6.9 Signage.

6.9.1 General Prohibition; Exceptions. No sign or billboard of any kind (including, but not limited to, commercial or political signs to the extent such prohibition is permitted by law) shall be displayed on any Lot to public view, except for: (i) traffic and directional signs established by Declarant or the Association; (ii) signs that are required for legal proceedings; (iii) during the time of construction of any Improvement, one job identification sign, the size, color and design of which shall be subject to the approval of the Design Review Committee; and (iv) signs, or other advertising devices or structures used in connection with the sale of any Lot.

6.9.2 Design Review Committee Regulation. The size and design of any signs shall be in accordance with the Design Guidelines established by the Design Review Committee.

6.10 Outside Storage. Storage areas, machinery and equipment shall be prohibited upon any Lot, unless obscured from view of neighboring Lot and streets by an appropriate screen or enclosure approved by the Design Review Committee. Tarps and covers shall be prohibited except as otherwise provided by the Design Review Committee. Trash cans and other moveable rubbish containers shall be allowed to be visible from the street or adjacent Lot within the Subdivision only during the days on which rubbish is collected and after 9 p.m. of the preceding evening.

6.11 Completion of Construction. The construction of any building on any Lot, including painting and all exterior finish, shall be completed within eighteen (18) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions or other causes beyond the reasonable control of the Owner, this time period may be extended for a reasonable length of time upon written approval from the Design Review Committee. The building area shall be kept reasonably clean and in workmanlike order during the construction period. All unimproved Lots shall be kept in a neat and orderly condition, free of brush, vines, weeds and other debris, and grass thereon shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard and to be in compliance with forest fuels management and fire prevention practices required by the applicable Governmental Authority.

6.12 Landscape. Landscaping plans for each Lot shall be submitted to the Design Review Committee and shall be in compliance with sod and planting limitations and tree preservation guidelines as may be established by such Committee from time to time. Such landscaping must be completed within nine (9) months from the date occupancy of the residence constructed thereon is approved by the applicable Governmental Authority. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the Design Review Committee.

6.13 Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings nor any uncompleted building shall be used on any Lot at any time as a residence either temporarily or permanently, except when the residence on a Lot is being constructed.

6.14 Antennas and Satellite Dishes. Over-the-air reception devices are not permitted within the subdivision except standard TV antennas and satellite dishes are permitted so long as they comply with the Design Guidelines and any other applicable restrictions adopted by Declarant or the Design Review Committee pertaining to the size, means, method, and location of their installation.

6.15 Limitations on Open Fires. No incinerators or other open fires shall be kept or maintained on any Lot; provided, however, that the foregoing restrictions shall not apply to outdoor cooking facilities such as propane or natural gas grills or portable barbeque units or to burning in connection with certain construction and other activities as permitted by the Design Guidelines. Any burning in other than outdoor cooking facilities shall be done in conformance with the rules and regulations of Crook County Fire & Rescue and pursuant to permits required by Crook County Fire & Rescue.

6.16 Recreational Equipment. No playground, athletic, or recreational equipment or structures, including without limitation, basketball backboards, hoops, and related supporting structures, shall be placed, installed or utilized on any Lot in view from any street.

6.17 Pest and Weed Control. No Lot Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects or vermin. Each owner shall control noxious weeds on the Owner's Lot as required by the Crook County Weed Control Enforcement Ordinance.

6.18 Paths and Trails. No Lot Owner may create any paths or trails within the Subdivision without the prior written approval of the Design Review Committee.

6.19 Solid Waste. No part of the subdivision shall be used as a dumping ground for trash or rubbish of any kind, and no rubbish, refuse, or garbage shall be allowed to accumulate. Disposal of solid waste, including normal household waste, yard waste and household hazardous waste from each Unit, shall conform to the requirements and procedures set forth by a majority of Lot Owners.

6.20 Association Policies and Procedures. In addition to the restrictions in this Declaration, Owners of a majority of the Lots, from time to time may adopt, modify or revoke such Policies and Procedures governing the conduct of Persons and the operation and use of Lots as they may deem necessary or appropriate to insure the peaceful and orderly use and enjoyment of the subdivision. A copy of the Policies and Procedures, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be furnished to each Lot Owner and shall be binding upon all Lot Owners and occupants of all Lots.

6.21 Right to Approve Changes in the Standards Within the Community. No amendment to or modification of any use restrictions contained in this Declaration shall be

effective without the prior notice to and the written consent of Declarant so long as Declarant owns property subject to this Declaration.

SECTION 7. CONSTRUCTION GUIDELINES

7.1 Access to Property. The DRC and its agents and representatives have the right to enter onto any Lot to inspect the Lot for compliance with the CCRs, Design Guidelines, and approved plans. Prior to entering onto a Lot for such purpose, the DRC shall give not less than 48 hours prior notice by telephone, email, fax, first class mail, or personal contact.

7.2 Site Inspections. In addition to the building inspections required by Crook County, the DRC may conduct random inspections during construction. If during a random inspection the DRC observes non-compliance and/or a change from the approved plans a Notice to Comply will be issued. The Builder and/or Owner has five working days to make corrections and return to compliance. If at that time the Builder and/or Owner fails to comply, a Stop Work Order will be placed in effect and a fine will be assessed. No further construction may continue until the noncompliance is corrected and the fine is paid.

7.3 Final Inspection. The DRC reserves the right to perform a final inspection.

7.4 Damage Repair and Restoration. Damage and scarring to other property, including adjacent Lots, existing buildings, roads, driveways and/or other Improvements will not be permitted. If any such damage occurs, it is to be repaired and/or restored promptly at the expense of the person causing the damage or the Builder, Owner or Agent of the property.

If the Builder and/or sub-contractors cross into protected areas or other areas outside the Building Envelope, the Builder is to:

- Revegetate the area disturbed immediately and maintain said vegetation until established to the Owner's satisfaction.
- Pay any fines imposed by DRC, Crook County, or other governmental agencies as a result of said violation.

Upon completion of construction, each Builder and Owner will be responsible for cleaning up the Construction Site and for the repair of all property that was damaged, including, but not limited to restoring grades, planting shrubs and trees as approved or required by the DRC, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing. Any property repair costs as mentioned above, incurred by the DRC or Declarant, will be billed to the Builder and Owner.

7.5 Right to Fine. The DRC reserves the right to issue fines to the Owner for the violation of any of the procedures set forth in these CCRs or the Guidelines. All fines imposed will be responsive to the nature and consequences of the violation. The DRC has the right to recommend a standardized fine schedule for ratification by the Lot owners.

SECTION 8. ENFORCEMENT

8.1 Violation of General Protective Covenants. In the event that any Owner constructs or permits to be constructed on his Lot an Improvement contrary to the provisions of this Declaration, or violates any provisions of the CCRs or Design Guidelines ("Offending Owner"), then the other Lot Owners or Association shall notify the Offending Owner in writing of any such specific violations. If the Offending Owner is unable, is unwilling, or refuses to comply with the Offending Owners' specific directives for remedy or abatement, or the Offending Owner and the Offending Owners cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, after notice and opportunity to be heard and within fifteen (15) days after issuing written notice to the Offending Owner, then the other Lot Owners acting through the Homeowners Association, shall have the right to do any or all of the following:

(a) assess reasonable fines against such Offending Owner based upon a resolution adopted by a majority of the Lot Owners that is delivered to each Lot, mailed to the mailing address of each Lot Owner or mailed to the mailing address designated by the owner of each Lot in writing, which fines shall constitute Individual Assessments for purposes of this Declaration;

(b) Enter the offending Lot and remove the cause of such violation, or alter, repair or change the item which is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Lot Owners may assess such Offending Owner for the entire cost of the work done, which amount shall be payable as an Individual Assessment, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings;

(c) Cause any vehicle parked in violation of this Declaration to be towed and impounded at the Offending Owner's expense;

(d) Suspend the voting rights and the right to use the Common Areas for the period that the violations remain unabated, provided that an Offending Owner shall not be deprived of access to and from his Lot in the absence of a foreclosure thereof or court order to such effect; and

(e) Bring suit or action against the Offending Owner on behalf of the other Owners to enforce this Declaration.

8.2 Default in Payment of Assessments; Enforcement of Lien. If an Assessment or other charge levied under this Declaration is not paid within thirty (30) days after its due date, such Assessment or charge shall become delinquent and shall bear interest from the due date at the rate set forth below. In such event the Association may exercise any or all of the following remedies:

(a) The Association may suspend such Lot Owner's voting rights, and right to use the Common Areas until such amounts, plus other charges under this Declaration, are paid in full. In no event, however, shall the Lot Owner be deprived of access to and from the Owner's Lot in the absence of a foreclosure thereof or court order to such effect.

(b) The Association shall have a lien in accordance with ORS 94.709 against each Lot for any Assessment levied against the Lot, including any fines or other charges imposed

under this Declaration or the Bylaws against the Lot Owner and may foreclose such lien in the manner provided in ORS 94.709.

(c) The Association may bring an action to recover a money judgment for unpaid Assessments under this Declaration without foreclosing or waiving the lien described in paragraph (b) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

(d) The Association and other Lot Owners shall have any other remedy available to it by law or in equity.

8.3 Costs and Attorney's Fees. In the event the Association or other Lot Owners shall bring any suit or action to enforce this Declaration or the Rules and Regulations, or to collect any money due hereunder or to foreclose a lien, the Lot Owner-defendant shall pay to the Association or other Lot Owners all costs and expenses incurred by it/them in connection with such suit or action, including a foreclosure title report, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof or in connection with any bankruptcy proceedings or special bankruptcy remedies.

8.4 Non-Exclusiveness and Cumulation of Remedies. An election by the Association or other Lot Owners to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted under this Declaration. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Lot Owner may bring an action against another Lot Owner or the Association to recover damages or to enjoin, abate or remedy any violation of this Declaration by appropriate legal proceedings.

8.5 Dispute Resolution

8.5.1 Mediation

(a) Except as otherwise provided in this Section, before initiating litigation, arbitration or an administrative proceeding in which the Association or other Lot Owners and an Owner have an adversarial relationship, the party that intends to initiate litigation, arbitration or an administrative proceeding shall offer to use any dispute resolution program available within Crook County, Oregon, that is in substantial compliance with the standards and guidelines adopted under ORS 36.175. The written offer must be hand-delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the Association, for the other party.

(b) If the party receiving the offer does not accept the offer within ten (10) days after receipt of the offer, such acceptance to be made by written notice, hand-delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the Association, for the other party, the initiating party may commence the litigation, arbitration or administrative proceeding. The notice of acceptance of the offer to participate in the program

must contain the name, address and telephone number of the body administering the dispute resolution program.

(c) If a qualified dispute resolution program exists within Crook County, Oregon and an offer to use the program is not made as required under paragraph (a) of this Section, then litigation, arbitration or an administrative proceeding may be stayed for thirty (30) days upon a motion of the noninitiating party. If the litigation, arbitration or administrative action is stayed under this paragraph, both parties shall participate in the dispute resolution process.

(d) Unless a stay has been granted under paragraph (c) of this Section, if the dispute resolution process is not completed within thirty (30) days after receipt of the initial offer, the initiating party may commence litigation, arbitration or an administrative proceeding without regard to whether the dispute resolution is completed.

(e) Once made, the decision of the court, arbitrator or administrative body arising from litigation, arbitration or an administrative proceeding may not be set aside on the grounds that an offer to use a dispute resolution program was not made.

(f) The requirements of this Section do not apply to circumstances in which irreparable harm to a party will occur due to delay or to litigation, arbitration or an administrative proceeding initiated to collect Assessments, other than Assessments attributable to fines.

8.5.2 Costs and Attorneys' Fees. The fees of any mediator and the costs of mediation shall be divided and paid equally by the parties. Each party shall pay its own attorneys' fees and costs in connection with any mediation. Should any suit, action or arbitration be commenced in connection with any dispute related to or arising out of this Declaration, to obtain a judicial construction of any provision of the Declaration, to rescind this Declaration or to enforce or collect any judgment or decree of any court or any award obtained during arbitration, the prevailing party shall be entitled to recover its costs and disbursements, together with such investigation, expert witness and attorneys' fees incurred in connection with such dispute, as the court or arbitrator may adjudge reasonable, at trial, in the arbitration, upon any motion for reconsideration, upon petition for review, and on any appeal of such suit, action or arbitration proceeding. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the arbitrator (with respect to attorneys' fees incurred prior to and during the arbitration proceeding) and by the court or courts, including any appellate or review court, in which such matter is tried, heard or decided.

8.5.3 Survival. The mediation agreement set forth in this Section 8.5 shall survive the transfer by any party of its interest or involvement in a Lot and the termination of this Declaration.

SECTION 9. MISCELLANEOUS

9.1 The foregoing CCRs shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of recording of the CCRs

at which time said protective restrictions shall automatically be renewed for an additional period of 25 years unless 75% or more of the Owners of record of the Lots at that date agree, in writing, to changes and said changes are made lawfully.

9.2 Owners of the Lots shall also be subject to the Declaration of Covenants, Conditions, and Restrictions for Indian Rock Estates. In case of a conflict between the CCRs for Indian Rock Estates and the CCRs for Indian Rock Estates Phase 2 the more restrictive shall control.

9.3 Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or deed of trust, made in good faith and for value. However, titles to any property subject to this Declaration obtained through sale and satisfaction in any such mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions hereof.

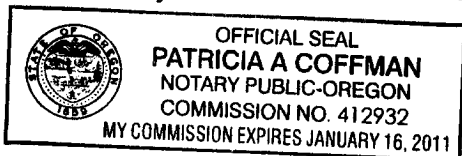
IN WITNESS WHEREOF Land Acquisition and Development Co. and Terry L Harper and Debra S. Harper, husband and wife, have caused this Declaration of Covenants, Conditions, and Restrictions to be executed this 21st day of March, 2008.

Land Acquisition and Development Co.

By: Fred E. Moore
Fred E. Moore, President

STATE OF OREGON, County of Crook) ss.

Personally appeared before me, Fred E. Moore, as President of Land Acquisition and Development Co., an Oregon Corporation, and executed the foregoing instrument and acknowledged it to be the voluntary act and deed of Land Acquisition and Development Co., this 21 day of March, 2008.



Patricia A. Coffman
Notary Public for Oregon
My Commission Expires: Jan. 16, 2011

Terry L. Harper
Terry L. Harper

Debra S. Harper
Debra S. Harper

STATE OF OREGON, County of Crook) ss.

Personally appeared the above named **Terry L. Harper and Debra S. Harper** and acknowledged the foregoing instrument to be their voluntary act and deed, before me this 21 day of March, 2008.



Patricia A. Coffman
Notary Public for Oregon
My Commission Expires: Jan. 16, 2011

ENTERED FEB 26 2010



I, Deanna Berman, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Deanna Berman



FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS AMENDMENT of Declaration of Covenants, Conditions, and Restrictions is executed effective December ~~18th~~, 2009, by **Land Acquisition and Development Co.**, an Oregon Corporation (hereinafter "LADCO") and **Terry L. Harper and Debra S. Harper**, husband and wife, (hereinafter "Harpers").

RECITALS:

A. LADCO, owns Lots 26, 27, and 29 through 41 and Harpers owns Lot 28 of Indian Rock Estates Phase 2, a platted subdivision in the County of Crook, State of Oregon. The parties filed a Declaration of Covenants, Conditions, and Restrictions regarding Indian Rock Estates Phase 2 on March 21, 2008, as MF No. 2008-227391, Crook County official records (hereinafter the "CCRs").

B. LADCO and Harpers desire to amend the CCRs.

THE PARTIES agree as follows:

1. The following section is added to Section 6.2 of the CCRs:

No Lot shall be used for short-term rentals with a term of less than six months. No more than two rental agreements may be associated with any one Lot during a twelve month period.

2. The remaining provisions of the CCRs shall remain in full force and effect.

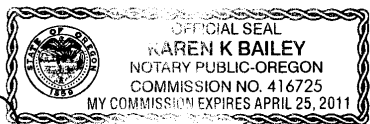
IN WITNESS WHEREOF, Land Acquisition and Development Co., and Terry L. Harper and Debra S. Harper, husband and wife, have caused this First Amendment to Declaration of Covenants, Conditions, and Restrictions to be executed.

Land Acquisition and Development Co.

By: *Fred E. Moore*
Fred E. Moore, President

STATE OF OREGON, County of Grant ss.

The foregoing instrument was acknowledged before me this 18th day of December, 2009, by Fred E. Moore, President, of Land Acquisition and Development Co., an Oregon corporation, on behalf of the corporation.



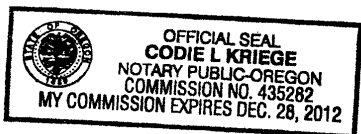
Karen K Bailey
Notary Public for Oregon
My Commission Expires: 4/25/2011

Terry L Harper
Terry L. Harper

Debra S Harper
Debra S. Harper

STATE OF OREGON, County of Crook)ss.

Personally appeared the above named **Terry L. Harper and Debra S. Harper** and acknowledged the foregoing instrument to be their voluntary act and deed, before me this 25 day of February 2010



Codie L Krieger
Notary Public for Oregon
My Commission Expires: 12-28-2012

After Recording Return to:
P. Stephen Russell III
Landye Bennett Blumstein LLP
1300 SW Fifth Ave., Suite 3600
Portland, OR 97201

Crook County Official Records
DEED-CCR
Pgs=3
\$15.00 \$11.00 \$21.00 \$2.00
\$5.00 \$10.00

2018-286866
05/03/18 10:36 AM
Total:\$64.00



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I, Cheryl Seely, County Clerk for Crook County,
Oregon, certify that the instrument identified
herein was recorded in the Clerk records.

Cheryl Seely - County Clerk



**SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF INDIAN ROCK ESTATES HOMEOWNERS ASSOCIATION
TO RESTRICT RENTALS**

Submitted by Indian Rock Estates Homeowners Association

After Recording Return to:
P. Stephen Russell III
Landye Bennett Blumstein LLP
1300 SW Fifth Ave., Suite 3600
Portland, OR 97201

**SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF INDIAN ROCK ESTATES HOMEOWNERS ASSOCIATION**

TO RESTRICT RENTALS

This Amendment amends that certain Declaration of Covenants, Conditions, and Restrictions of Indian Rock Estates, recorded in the records of Crook County, Oregon, on April 14, 2005, as Document No. 2005-198992 (the "Declaration"). The Oregon Planned Community Act, at ORS 94.580(o) requires the Declaration to set forth "a statement of any restriction on the use, maintenance or occupancy of lots or units."

The Declaration is hereby amended by adding the following language as a new Section 18, and by renumbering the Sections previously designated in the Declaration as 18 through 21, to become Sections 19 through 22:

"18. No Lot shall be used for short term rental with a term of less than six months. No more than two rental agreements may be associated with any one Lot during a twelve (12) month period."

The foregoing Amendment is effective as to all Lots subject to the Declaration upon the recordation of this instrument in the Crook County, Oregon records. Except as necessary to give full effect to the foregoing amendment, the Declaration shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the undersigned Chairman and Secretary hereby certify the foregoing Amendment was duly adopted by the requisite percentage of owners and in accordance with the procedures of the Association's governing documents and applicable law.

INDIAN ROCK ESTATES HOMEOWNERS
ASSOCIATION

By: Ronald Matthe
Chairman

By: Robert J. Jak
Secretary

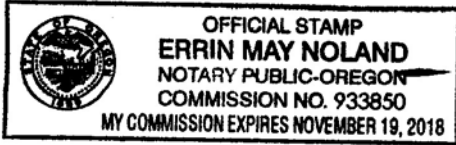
(ACKNOWLEDGEMENTS ON FOLLOWING PAGE)

STATE OF OREGON)
County of Crook) ss.

April 02, 2018
Matthews

Personally appeared before me the above-named Ronald Bruce Matthews who, being duly sworn, did say that he is the Chairman of Indian Rock Estates Homeowners Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors, and acknowledged said instrument to be its voluntary act and deed.

[Signature]
Notary Public for Oregon



STATE OF OREGON)
County of Multnomah) ss.

April 9, 2018

Personally appeared before me the above-named Robert J. Flak and who, being duly sworn, did say that he is the Secretary of Indian Rock Estates Homeowners Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors, and acknowledged said instrument to be its voluntary act and deed.

[Signature]
Notary Public for Oregon

