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Hayden Enterprises, Inc.  
2464 SW Glacier Place, Suite 110  
Redmond, Oregon 97756  
Attn.: Chad Houchin

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DECLARATION OF  
RECIPROCAL ACCESS AND UTILITY EASEMENT AND MAINTENANCE AGREEMENT  
Benefiting Lots 13 and 14 of Antler Ridge

Hayden Enterprises, Inc., a Washington corporation ("Declarant"), hereby declares and agrees as follows:

1. Purpose of Declaration.

The purpose of this Declaration is to create an easement for the construction, use and perpetual maintenance of a private driveway system and the installation and maintenance of utilities in the easement area by the owners of the parcels of property described in Section 2 of this Declaration.

The easement area shall be used for the purposes of providing pedestrian and vehicular ingress and egress to the Benefited Lots, and for the installation, use, maintenance, repair and replacement of the Driveway and any improvements located therein or thereon for the Benefited Lots, subject to the restrictions contained in this Declaration.

2. Legal Description.

a. The private driveway easement area (the "Driveway") is described as follows:

A portion of Lots 12, 13 and 14 of the property known as Antler Ridge, as shown on Exhibit A, attached hereto and by this reference made a part hereof.

b. The Lots that will benefit from the right to jointly utilize the Driveway for the purposes described herein are described as:

Lots 13 through 14, inclusive, of the property known Antler Ridge (each a "Benefited Lot," together the "Benefited Lots"), as shown on the duly recorded plat of Antler Ridge, located in Deschutes County, Oregon, according to the plat recorded in the Plat Records of Deschutes County, Oregon.

3. Duration and Nature of Declaration.

This Declaration shall continue in perpetuity. This Declaration is intended to and does attach to and run with the Benefited Lots. This Declaration is binding on Declarant and all persons claiming under Declarant. It is the intent of Declarant to create a continuing obligation and right on the part of Declarant and subsequent owners of the Benefited Lots only during their period of ownership.

4. Construction of Improvements.

Declarant shall construct the initial driveway improvements on the Driveway at Declarant's sole expense. Such driveway improvements shall be built per plans approved by the City of Redmond, Oregon.

5. Ownership.

Declarant is the owner of the Benefited Lots, the Driveway and the driveway improvements thereon. As Declarant transfers the Benefited Lots to subsequent purchasers, each such purchaser shall acquire an easement interest in the Driveway and the driveway improvements across the Benefited Lots (subject to the easements created herein) and, whether or not expressed in any of the deeds transferring each Benefited Lot.

6. Maintenance.

The owners of the Benefited Lots shall be jointly and severally responsible for the maintenance of the driveway improvements on the Driveway. Each owner of a Benefited Lots shall be responsible for an equal share of the maintenance costs of the improvements of the Driveway, and shall reimburse any other owner or owners who paid more than their share of such maintenance costs within fifteen (15) days after written demand for reimbursement. For purposes of this Declaration, maintenance costs shall include the third-party cost of any work required to keep the driveway improvements in good condition and in compliance with all applicable governmental regulations and the terms of this Declaration, including, without limitation, power washing, capping, sealing and resurfacing, repairs, reconstruction and replacement. "Maintenance costs" do not include the costs of normal cleaning, leaf removal or snow removal. Reimbursement is not required if, however, the act or omission of any such owner or any guest, invitee, licensee, contractor, or agent of such owner causes the damage to the improvements, and in such case such owner shall be responsible for repair of the damage to the driveway improvements at its expense. The driveway improvements shall be maintained in a good and workmanlike manner so as to be continuously safe for public travel and to comply with the minimum alley standards established by the City of Redmond, Oregon and the American Association of State Highway and Transportation Officials.

7. Utility Easements.

The Driveway shall be subject to such public and private easements as may be necessary to provide sanitary sewer, storm drainage, water, natural gas, electricity, cable television,

telephone utilities and other necessary utilities (including, without limitation, pipes, pipelines, wires, cables, and other conduits and equipment relating to such utilities) to the Benefited Lots. All shall be to the specifications of the City of Redmond, Oregon and other applicable rules and regulations.

8. Indemnification.

The owners of the Benefited Lots shall hold harmless, defend and indemnify Declarant and the City of Redmond, Oregon, and their respective officers, agents, and employees against all claims, demands, actions and suits, including attorney's fees and costs, brought against any of them arising out of the failure to properly design, locate, construct or maintain the Driveway or the driveway improvements located on the Driveway which are subject to this Declaration. All workers undertaking maintenance work on the driveway improvements or utilities located on, in or under the Driveway shall have standard liability insurance in a reasonable amount from a reputable insurance company which protects each owner of the Benefited Lots. Each owner of a Benefited Lot shall release and indemnify the other owners against all liability for injury to the other owners, any member of the other owners' family, or any resident of the other owners' home for injury or for property damage caused by any undertaking pursuant to this Declaration.

9. Arbitration; Lien.

The owners of the Benefited Lots shall confer from time to time regarding performance of required maintenance under this Declaration and shall share equally in the costs of any required maintenance as described in Section 6 above. In the event of a disagreement concerning maintenance obligations and payment, the owners of the Benefited Lots shall agree upon an arbitrator who shall resolve such disagreement. If the owners of the Benefited Lots cannot agree on an arbitrator, the presiding judge of the Circuit Court of the State of Oregon for the County of Deschutes shall appoint an arbitrator. The decision of the arbitrator shall be binding on the owners of the Benefited Lots and the fee of the arbitrator shall be borne equally by the owners of the Benefited Lots. In the event an owner, or owners, of a Benefited Lot fails to pay its, or their, share of required maintenance costs within fifteen (15) days after written demand for reimbursement by the other owner, or owners, who paid more than its, or their, share of such costs, then such reimbursement amount shall become an automatic charge and lien against the non-paying owner's, or owners', property, which may be foreclosed in the manner provided in Chapter 88 of the Oregon Revised Statutes (or its successor statutes) for the foreclosure of liens generally. In addition, any such unreimbursed amounts shall bear interest at the rate of twelve percent (12%) per annum from the date of written demand for reimbursement until paid in full. The owner of any Benefited Lot upon which a lien is imposed shall also be personally liable for any deficiency remaining unpaid after any foreclosure of the foregoing lien.

10. Notices.

Any notice, demand, or report required under this Declaration shall be sent to each owner of the Benefited Lots in care of the street address of such owner's lot, or in the event the owner does not reside on the said property, in care of the current property tax notification address of the property; provided, however, that an owner can change their notification address by written notice to the other owners. Any required notice or demand shall be made by hand delivery or certified mail, and shall be deemed received on actual receipt or two (2) days after being mailed, whichever first occurs.

11. Modification or Termination.

Except as provided in Section 12, the owners of the Benefited Lots may not withdraw from, modify or dissolve this Declaration except with the prior written approval and consent of the owners of the Benefited Lots, as evidenced by a written instrument recorded in the Official Records of Deschutes County, Oregon.

12. Driveway Extension.

Notwithstanding anything contained herein to the contrary, Declarant may, without the prior consent of any other party, amend this Declaration to provide for the extension of the Driveway onto and across additional property that is annexed to Antler Ridge in order to provide such additional property with access to and from S.W. Evergreen Avenue and such other public streets and roads as may be dedicated in the future. Declarant shall construct the initial improvements required for the extension of the Driveway at Declarant's sole expense and such improvements shall be built per plans approved by the City of Redmond, Oregon. Prior to the extension of the Driveway, this Declaration shall be amended to provide that the additional lots that are annexed to Antler Ridge and on which the extension of the Driveway is to be constructed shall benefit from the right to use the Driveway as extended, including that portion depicted on Exhibit A, and that the owners of Lots 13 and 14 shall benefit from the right to use the extended portion of the Driveway on the annexed property. The responsibility for the maintenance costs described in Section 6 shall be reapportioned so that all lots benefiting from use of the Driveway as extended, including, without limitation, Lots 13 and 14, shall share equally in the costs of maintaining the extended Driveway. The owners of Lots 13 and 14 shall execute such additional documents as may be reasonably requested by Declarant to confirm the rights and responsibilities of the respective parties with respect to the extension of the Driveway as provided herein.

13. Public Access.

The Driveway must remain open to access by emergency vehicles. Signs, gates or other devices that restrict such public access to the Driveway are prohibited.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of February 21, 2006.

DECLARANT:

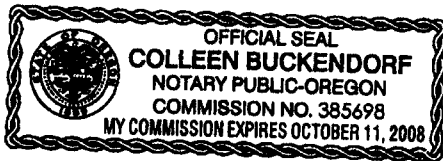
**HAYDEN ENTERPRISES, INC., a Washington corporation**

By: [Signature]

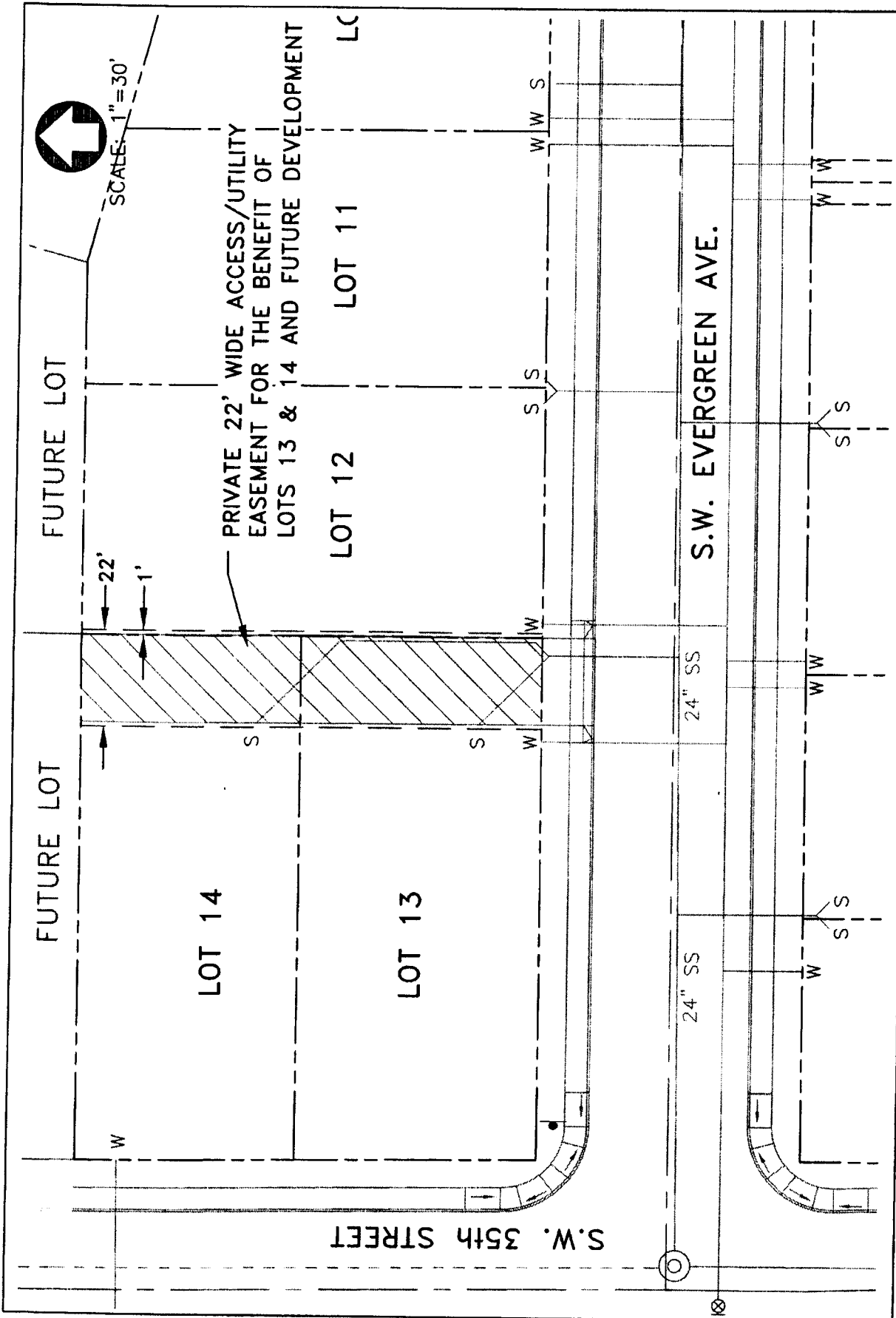
Its: PRESIDENT

STATE OF OREGON        )  
                                  ) ss.  
County of Deschutes    )

The foregoing instrument was acknowledged before me the 21<sup>ST</sup> day of February, 2006, by Dennis Murphy, the President of Hayden Enterprises, Inc., a Washington corporation, on behalf of said corporation.



Colleen Buckendorf  
Notary Public, State of Oregon  
My Commission Expires: October 11, 2008



**ANTLER RIDGE PHASE I**  
 LOCATED IN A PORTION OF SECTION 17, T.15S., R.13E.,  
 W.M., DESCHUTES COUNTY, OREGON

**EXHIBIT "A"**  
 PRIVATE 22' WIDE ACCESS/UTILITY  
 EASEMENT FOR THE BENEFIT OF  
 LOTS 13 & 14 AND FUTURE DEVELOPMENT