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AFTER RECORDING RETURN TO:

Hayden Enterprises, Inc.  
2464 SW Glacier Place, Suite 110  
Redmond, OR 97756  
Attention: Karen Halstead

**DECLARATION OF ANNEXATION OF REAL PROPERTY  
TO  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR ANTLER RIDGE**

This DECLARATION OF ANNEXATION OF REAL PROPERTY TO  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR ANTLER RIDGE (this "Declaration") is made and entered into effective as of this  
23<sup>rd</sup> day of May, 2007, by HAYDEN ENTERPRISES, INC., a Washington  
corporation ("Declarant").

**Recitals**

A. Declarant owns the real property ("Antler Ridge Phase 2") located in the  
City of Redmond, Deschutes County, Oregon, legally described on the plat of Antler Ridge,  
Phase 2, recorded contemporaneously with this Declaration as Document No. \_\_\_\_\_, in  
Book \_\_\_\_\_, Pages \_\_\_\_\_ of the plat records of Deschutes County, Oregon (the "Phase 2 Plat").

↑  
2007      ↑ 30223

B. Declarant recorded that certain plat known as Antler Ridge as Document  
No. 2006-35961 on May 24, 2006, in the plat records of Deschutes County, Oregon (the  
"Original Plat"). Declarant also recorded that certain Declaration of Protective Covenants,  
Conditions, and Restrictions for Antler Ridge as Document No. 2006- 35964 on May 24, 2006,  
in the deed records of Deschutes County, Oregon (such Declaration, as amended from time to  
time, being referred to as the "CC&Rs").

C. Pursuant to Section 9.1 of the CC&Rs, Declarant desires to annex Antler  
Ridge Phase 2 to the real property that is subject to the CC&Rs, upon the terms and conditions  
contained in this Declaration.

NOW, THEREFORE, Declarant hereby declares that Antler Ridge Phase 2 shall be held,  
sold and conveyed subject to the following easements, covenants, restrictions and charges that,  
subject to the terms of this Declaration, shall run with the land and shall be binding upon all  
parties having or acquiring any right, title or interest in Antler Ridge Phase 2, or any part thereof,  
and shall inure to the benefit of each owner thereof.

## ARTICLE 1 DEFINITIONS

1.1 Annexed Lots shall mean Lots 15 through 90, inclusive, as shown on the Phase 2 Plat.

1.2 Other Defined Terms. Except to the extent otherwise defined herein, capitalized terms used in this Declaration shall have the meanings ascribed to such terms in the CC&Rs.

## ARTICLE 2 ANNEXATION OF PROPERTY

2.1 Annexation. Antler Ridge Phase 2 is hereby annexed to and made a part of the Property, and is owned and shall be owned, held, conveyed, hypothecated, encumbered, used, occupied and improved in perpetuity, subject to the easements, covenants, restrictions and charges contained in the CC&Rs, as may be modified or supplemented by the terms of this Declaration.

2.2 Annexed Lots. Except as otherwise expressly provided in this Declaration, the Annexed Lots, including, without limitation, any Improvements on such Annexed Lots, shall be subject to all of the easements, covenants, restrictions and charges regarding the Lots set forth in the CC&Rs, as supplemented or modified by this Declaration.

## ARTICLE 3 PROPERTY RIGHTS AND EASEMENTS

3.1 Owner's Use and Occupancy. Except as otherwise expressly provided in this Declaration, the CC&Rs, the Original Plat, the Phase 2 Plat or any recorded easement of record, the Owner of an Annexed Lot shall be entitled to the exclusive use and benefit of such Annexed Lot. Declarant and the ACC, including each of their authorized representatives, may at any reasonable time, and from time to time at reasonable intervals, enter upon any Annexed Lot for the purpose of determining whether or not the use of and/or Improvements on such Lot are then in compliance with this Declaration and the CC&Rs. No such entry shall be deemed to constitute a trespass, conversion, or otherwise create any right of action in the Owner of such Lot. Declarant or the ACC may grant or assign easements over or with respect to any Annexed Lot to municipalities or other utilities performing utility services and to communications companies.

3.2 Architectural Review Exemption For Existing Improvements. The Unit and other Improvements located on Lot 68 and Lot 84 of Antler Ridge Phase 2 as of the effective date of this Declaration set forth above (the "Existing Improvements") shall be exempt from the provisions of Article III of the CC&Rs. However, any alterations, additions or repairs to the Existing Improvements and any future Improvements to be erected, altered, added onto or repaired upon any portion of Lot 68 or Lot 84 shall be subject to the provisions of Article III of the CC&Rs and such alterations, additions or repairs shall not be undertaken without the prior written consent of the ACC.

3.3 Special Provisions for Lots 56 and 57. In addition to all other parking requirements and restrictions set forth in the CC&Rs, the Owners of Lots 56 and 57 of Antler Ridge Phase 2 shall each be required to provide off-street parking on their respective Lots to

accommodate a minimum of two (2) automobiles. Notwithstanding provisions to the contrary in Section 7.10 of the CC&RS, the Owners of Lots 56 and 57 of Antler Ridge Phase 2 may (subject to design restrictions set forth in Section 7.10, including, without limitation, review by the ACC) fence in all of such Owner's Lot, including up to the front property line, provided that the Owner may not construct a fence that blocks access to the driveway from the street.

3.4 Special Fencing Provisions. Notwithstanding provisions to the contrary in Section 7.10 of the CC&RS, Declarant may fence in all or parts of Lots 30, 68 and/or 84 of Antler Ridge Phase 2. Fences constructed by Declarant on Lots 30, 68 and/or 84 of Antler Ridge Phase 2 may be of varying heights ranging from three (3) feet to six (6) feet.

3.5 Declarant's Easements. In addition to any other easements to which Declarant may be entitled, there is hereby reserved by Declarant for the benefit of Declarant and the ACC and their employees, agents, representatives and assigns, an easement for access, construction, placement, maintenance and improvement of utilities and drainage over, under and across any portion of Antler Ridge Phase 2, together with easements in roadways and utility lines specified or established within Antler Ridge Phase 2, along with the right to connect thereto.

3.6 Phase 2 Plat Easements. Antler Ridge Phase 2 shall be subject to all public and private easements delineated on the Phase 2 Plat and all other recorded easements of record.

#### ARTICLE 4 ADDITIONAL ANNEXATION

Declarant reserves the right to annex additional properties pursuant to the CC&Rs, but bears no obligation to do so.

#### ARTICLE 5 AMENDMENTS

The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date that the CC&Rs were recorded, after which time they shall be automatically extended as provided in, and in the manner set forth in Section 10.3 of the CC&Rs. This Declaration may be amended in the same manner and subject to the same restrictions as set forth in Sections 10.3, 10.4 and 10.6 of the CC&Rs

#### ARTICLE 6 MISCELLANEOUS PROVISIONS

6.1 Non-Waiver. Failure by the ACC or by any owner of an Annexed Lot to enforce a covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.2 Construction; Severability. This Declaration and the CC&Rs shall be liberally construed as one document to effect the annexation of Antler Ridge Phase 2 to the Property. Nevertheless, each provision of this Declaration and the CC&Rs shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

6.3 Run with Land. Subject to Article 5 and Section 6.4, this Declaration and the easements, covenants, restrictions and changes described herein shall run with the land and shall be binding on the parties and any person acquiring any right, title, or interest in Antler Ridge Phase 2.

6.4 Termination. This Declaration shall terminate upon the termination of the CC&Rs in accordance with the terms thereof.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first set forth above.

HAYDEN ENTERPRISES, INC., a  
Washington corporation

By: *[Signature]*  
Name: DENNIS R. MURPHY  
Title: PRESIDENT

STATE OF OREGON        }  
                                  }ss.  
County of Deschutes    }

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of May, 2007, by Dennis Murphy, the President of Hayden Enterprises, Inc., a Washington corporation, on behalf of said corporation.



*Karen Halstead*  
Notary Public for Oregon  
My commission expires: July 4, 2010