



After Recording Return
Original to:

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

**AMENDED AND RESTATED DECLARATION OF
RECIPROCAL ACCESS AND UTILITY EASEMENT
AND MAINTENANCE AGREEMENT**

Benefiting Lots 13 and 14 of Antler Ridge and
Lots 15 through 19, inclusive, and Lot 68 of Antler Ridge Phase 2

THIS AMENDED AND RESTATED DECLARATION OF RECIPROCAL
ACCESS AND UTILITY EASEMENT AND MAINTENANCE AGREEMENT (this
"Declaration") is made and entered into effective as of this 23rd day of May, 2007
by HAYDEN ENTERPRISES, INC., a Washington corporation ("Declarant").

Recitals:

A. Declarant recorded that certain Declaration of Protective Covenants, Conditions, and Restrictions for Antler Ridge in the deed records of Deschutes County, Oregon on May 24, 2006 as Document No. 2006-35964 (the "CC&Rs").

B. Declarant also recorded that certain Declaration of Reciprocal Access and Utility Easement and Maintenance Agreement in the deed records of Deschutes County, Oregon on May 24, 2006 as Document No. 2006-35963 for the benefit of Lots 13 and 14 of Antler Ridge (the "Reciprocal Access Easement").

C. Pursuant to Section 12 of the Reciprocal Access Easement, Declarant is authorized to amend the Reciprocal Access Easement to provide for the extension of the Driveway (as defined in the Reciprocal Access Easement) onto and across additional property that is annexed to the Antler Ridge subdivision 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.

D. Declarant now desires to amend and restate the Reciprocal Access Easement to provide for the extension of the Driveway onto and across additional property annexed to the Antler Ridge subdivision pursuant to that certain Declaration of Annexation of Real Property to Declaration of Protective Covenants, Conditions, and Restrictions For Antler Ridge being recorded in the deed records of Deschutes County, Oregon contemporaneously herewith.

NOW, THEREFORE, the Reciprocal Access Easement is hereby amended and restated in its entirety as follows:

1. Declaration of Easement

Declarant declares and grants access and utility easements over the Easement Area (as defined in Section 2 below) for the following purposes: (i) pedestrian and vehicular ingress and egress to the Benefited Lots; (ii) the installation, use, maintenance, repair and replacement of a private driveway system and related improvements for the Benefited Lots; and (iii) the installation, use, maintenance, repair and replacement of utilities as may be necessary to provide sanitary sewer, storm drainage, water, natural gas, electricity, cable television, telephone and other similar services to the Benefited Lots.

2. Legal Description.

a. As used herein, "Easement Area" shall mean and refer to that portion of Lots 13 and 14 of the property known as Antler Ridge located in the City of Redmond, Deschutes County, Oregon and described as "Access/Utility Easement," as shown on the plat of Antler Ridge – Phase 1 recorded in the Deschutes County Plat Records as Document No. 2006-35961 (the "Phase 1 Plat"), and that portion of Lots 15, 16, 17, 18, and 19 of the property known as Antler Ridge, Phase 2, located in the City of Redmond, Deschutes County, Oregon and described as "Private Reciprocal Access Easement," as shown on the plat of Antler Ridge recorded in the Deschutes County Plat Records as Document No. 2007- 30223 (the "Phase 2 Plat"),

b. The parcels of real property which will benefit from the right to jointly utilize the Easement Area for the purposes described herein (each a "Benefited Lot" and collectively the "Benefited Lots") are described as Lots 13 and 14 of the property known as Antler Ridge as shown on the Phase 1 Plat, and Lots 15, 16, 17, 18, 19 and 68 of the property known as Antler Ridge, Phase 2, as shown on the Phase 2 Plat.

3. Duration and Nature of Declaration.

This Declaration shall run with the land and be binding upon and inure to the benefit of Declarant's successors and assigns.

4. Construction of Improvements.

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

5. Ownership.

Each owner of a Benefited Lot shall have an easement interest in 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. Each owner of a Benefited Lot shall be responsible for a one-eighth share of the maintenance costs of the Driveway Improvements, 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, snow removal, power washing, capping, sealing and resurfacing, repairs, reconstruction and replacement. "Maintenance costs" do not include the costs of normal cleaning or leaf 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. 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 Easement Area or the Driveway Improvements located on the Easement Area which are subject to this Declaration. All workers undertaking maintenance work on the Driveway Improvements or utilities located on, in or under the Easement Area 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.

8. 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 (one-eighth shares) 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, one-eighth allocated to each Benefited Lot. 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.

9. 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.

10. Modification or Termination.

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 City of Redmond, Oregon and the owners of the Benefited Lots, as evidenced by a written instrument recorded in the Official Records of Deschutes County, Oregon.

11. Public Access.

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

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of
May 23, 2007.

DECLARANT:

HAYDEN ENTERPRISES, INC., a Washington corporation

By: _____

Its: _____

STATE OF OREGON)
) ss.
County of Deschutes)

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



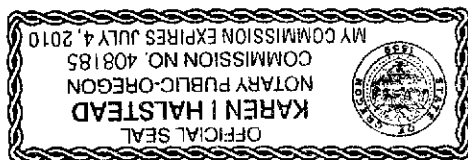
Karen I Halstead
Notary Public, State of Oregon
My Commission Expires: July 4, 2010

The undersigned record fee title owner of Lot 13 of the property known as Antler Ridge located in the City of Redmond, Deschutes County, Oregon as shown on the plat of Antler Ridge – Phase 1 recorded in the Deschutes County Plat Records as Document No. 2006-35961 hereby consents to all of the terms and conditions of, and to the recording of this Declaration.

Deborah Flagan
Deborah Flagan

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me the 23rd day of May, 2007, Deborah Flagan.



Karen I Halstead
Notary Public, State of Oregon
My Commission Expires: July 4, 2010