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05/29/2007 03:17:19 PM

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\$15.00 \$11.00 \$10.00 \$5.00

After Recording Return
Original to:

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

**DECLARATION OF DRAINAGE EASEMENT
(Benefiting Lots 22 through 30, inclusive,
and Lots 71 through 77, inclusive, Antler Ridge, Phase 2)**

Hayden Enterprises, Inc., a Washington corporation (the "Declarant"), is the owner and developer of that certain subdivision known as Antler Ridge, Phase 2, as shown on the duly recorded plat of Antler Ridge, Phase 2, located in the City of Redmond, Deschutes County, Oregon (the "Plat") recorded 05/29, 2007, as Document No. 2007-30223.

Declarant is the owner of Lots 71 through 77, inclusive, and Lot 30, of Antler Ridge, Phase 2, Deschutes County, Oregon (each a "Burdened Lot" and collectively, the "Burdened Lots"). The Plat creates private drainage easements (the "Easements") on a portion of each of the Burdened Lots as shown on the Plat (the "Easement Area") for the benefit of Lots 22 through 30, inclusive, and Lots 71 through 77, inclusive within Antler Ridge, Phase 2 as shown on the Plat (each a "Benefited Lot," and collectively, the "Benefited Lots"). The Burdened Lots and the Benefited Lots are hereinafter referred to as the "Lots." Declarant now desires to set forth the terms and conditions of the Easements.

Accordingly, Declarant hereby declares that the real property described herein shall be held, conveyed, hypothecated, encumbered, and used, subject to the easements and covenants set forth herein:

1. Scope of Easements/Grant of Access Easement.

Declarant hereby declares that the Easements are perpetual nonexclusive easements on the Easement Area for stormwater drainage for the benefit of the Benefited Lots. Additionally, Declarant hereby declares, grants and imposes a perpetual access easement for owners of the Benefited Lots to enter onto the Easement Area for the purpose of making repairs to the drainage channels located in the Easement Area as provided in Sections 4.1.a and 4.1.b.

2. Duration and Nature of Declaration.

This Declaration of Drainage Easement (this "Declaration") shall continue in perpetuity. This Declaration is intended to and does attach to and run with the Benefited Lots and Burdened Lots and bind the owners of the Benefited Lots and Burdened Lots, their heirs, assigns and successors in interest. Every person or entity who now or hereafter owns or acquires any right, title, estate or interest in or to the Lots is and shall be conclusively deemed to have consented and

agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said Lot.

3. Construction of Improvements.

The Declarant shall install the initial drainage channel (the "Drainage Channel") at Declarant's sole expense.

4. Maintenance.

4.1 By Owners of Burdened Lots.

- (a) Costs of Maintenance. Each owner of a Burdened Lot shall be responsible for the inspection, maintenance, upkeep, repair, restoration and replacement of the Drainage Channel on his or her Lot and shall pay all costs incurred in connection therewith. Notwithstanding the foregoing, in the event that damage to the Drainage Channel is caused by the negligent act or omission of the owner of any Benefited Lot or his or her guest, invitee, licensee, contractor, or agent, the owner of such Benefited Lot shall be responsible for repair of the damage to the Drainage Channel at its sole expense.
- (b) Performance of Maintenance. The owner of each Burdened Lot shall maintain the Drainage Channel located on his or her lot in a good and workmanlike manner and safe condition so as to comply with all minimum standards of the City of Redmond and Deschutes County, Oregon and any other applicable governmental regulations. If the owner(s) of one or more Burdened Lot(s) fails to maintain the applicable Drainage Channel as required herein for a period of ten (10) days after receiving written notice of such failure from an owner of a Benefited Lot, then the owner of the Benefited Lot who delivered such notice shall have the right to enter upon the Easement Area to perform any necessary maintenance or repair work on the Drainage Channel and to assess the owner(s) of the applicable Burdened Lot(s) for all reasonable costs incurred in connection with such work. Additionally, in the event of an emergency where there is an imminent threat of personal injury and/or property damage, any owner of a Benefited Lot shall have the right to enter upon the Easement Area to make any necessary emergency repairs and to assess the owners of the applicable Benefited Lot(s) for all reasonable costs incurred in connection with such work. The owner(s) of the applicable Burdened Lot(s) shall reimburse the owner who paid for maintenance costs within fifteen (15) days after written demand for reimbursement.
- (c) Limits on Use of Easement Area. Without limiting the generality of the foregoing Section 4.1.b, no owner of a Burdened Lot shall use the

Easement Area in any way that might interfere with its use as a drainage area. This shall include, without limitation, a prohibition on the dumping of dirt, grass clippings or any other materials.

5. Notices.

Any notice, demand, or report to an owner of a Lot required under this Declaration shall be sent to each owner of the Lot at the street address of such owner's Lot, or to the current property tax notification address of the Lot according to the official records of the county, or such other address as such owner may hereafter designate by 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.

6. Modification or Termination.

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

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of

May 23, 2007.

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 23 day of May, 2007, by Dennis P. Murphy, the President of Hayden Enterprises, Inc., a Washington corporation, on behalf of said corporation.



Heidi L. Black
Notary Public, State of Oregon
My Commission Expires: Sept. 6, 2010