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After Recording, Return To:

Hayden Homes, LLC
Attention: Tammy Harty
2464 SW Glacier Place, Suite 110
Redmond, Oregon 97756

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

THIS SECOND AMENDED AND RESTATED DECLARATION OF ANNEXATION (this "Second Restated Declaration of Annexation") is made effective as of the date it is recorded in the real estate records of Deschutes County, Oregon, by HAYDEN HOMES, LLC, an Oregon limited liability company ("Declarant").

RECITALS:

WHEREAS, Hayden Enterprises, Inc. ("Hayden Enterprises") recorded a certain Declaration of Protective Covenants, Conditions and Restrictions for Antler Ridge on May 24, 2006 as Document number 2006-35964 (the "Declaration") in the real estate records of Deschutes County, Oregon with respect to a residential subdivision known as ANTLER RIDGE (the "Subdivision");

WHEREAS, Hayden Enterprises annexed the real property described on attached Exhibit A (the "Phase II Land") into the Subdivision by recording that certain Declaration of Annexation of Real Property to Declaration of Covenants, Conditions and Restrictions for Antler Ridge on May 29, 2007 as Document Number 2007-30225 in the real estate records of Deschutes County, Oregon (the "Original Declaration of Annexation");

WHEREAS, Hayden Enterprises conveyed the Phase II Land to Declarant by Quit Claim Deed recorded on October 12, 2007 as Document Number 2007-54778 in the real property records of Deschutes County, Oregon, and Hayden Enterprises subsequently assigned to Declarant all of its rights as "Declarant" under the Declaration by Assignment and Assumption of Declarant Rights for Antler Ridge recorded on April 23, 2008 as Document Number 2008-17850 in the real property records of Deschutes County, Oregon;

WHEREAS, Declarant amended and restated the Original Declaration of Annexation in that certain Amended and Restated Declaration of Annexation of Real Property to Declaration of Protective Covenants, Conditions and Restrictions for Antler Ridge, recorded on June 27, 2008 as Document Number 20078-27725 in the real property records of Deschutes County, Oregon (the "First Restated Declaration of Annexation"); and

WHEREAS, Declarant, as the sole owner of the Phase II Land, desires to amend and restate the First Restated Declaration of Annexation to modify the use restrictions applicable to the Phase II Land, as more particularly set forth herein.

NOW, THEREFORE, Declarant hereby declares the following pursuant to its reserved rights under Article IX of the Declaration:

1. **Annexation.**

1.1 The Phase II Land is hereby annexed into the Subdivision and is subject to all of the terms of the Declaration (except as amended, modified or supplemented by this Restated Declaration of Annexation) and the jurisdiction of the ACC.

1.2 The Phase II Land is comprised of Lots 15 to 90, inclusive, which shall be considered "Lots" as defined in the Declaration and which shall be entitled to one (1) vote per Lot in accordance with the terms of Section 10.1 of the Declaration.

1.3 Pursuant to Declarant's reserved rights under Section 9.1.3(b) of the Declaration, the use restriction set forth in Section 7.25 of the Declaration pertaining to minimum Unit area shall not apply to the Phase II Land.

1.4 The Unit and other Improvements located on Lot 68 and Lot 84 of the Phase II Land (the "Existing Improvements") shall be exempt from the provisions of Article III of the Declaration. 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 Declaration and such alterations, additions or repairs shall not be undertaken without the prior written consent of the ACC.

1.5 In addition to all other parking requirements and restrictions set forth in the Declaration, the Owners of Lots 56 and 57 of the Phase II Land 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 Declaration, the Owners of Lots 56 and 57 of the Phase II Land may (subject to design and review restrictions set forth in Section 7.10 of the Declaration) 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.

1.6 Notwithstanding provisions to the contrary in Section 7.10 of the Declaration, Declarant may fence in all or parts of Lots 30, 68 and/or 84 of the Phase II Land. Fences constructed by Declarant on Lots 30, 68 and/or 84 of the Phase II Land may be of varying heights ranging from three (3) feet to six (6) feet.

1.7 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 the

Phase II Land, together with easements in roadways and utility lines specified or established on the plat of the Phase II Land, along with the right to connect thereto.

1.8 The Phase II Land shall be subject to all public and private easements delineated on the plat of the Phase II Land and all other recorded easements of record.

1.9 Pursuant to Declarant's reserved rights under Section 9.1.3(b) of the Declaration, the use restrictions set forth in Section 7.25 of the Declaration pertaining to minimum area of Units shall not apply to the Phase II Land.

2. **Miscellaneous.**

2.1 All capitalized terms not defined in this Second Restated Declaration of Annexation shall have the meaning ascribed to such terms in the Declaration.

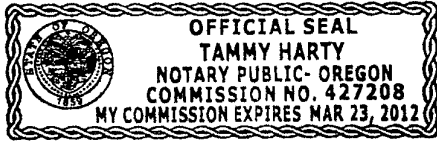
2.2 The effective date of this Second Restated Declaration of Annexation shall be the date on which it is filed in the real estate records for Deschutes County, Oregon.

2.3 In the event of a conflict between the terms of the Declaration and the terms of this Second Restated Declaration of Annexation, the terms of this Second Restated Declaration of Annexation shall prevail with respect to the Phase II Land.

[Signature appears on the following page]

IN WITNESS WHEREOF, Declarant has executed and delivered this Second Restated Declaration of Annexation as of the day and year first above written.

HAYDEN HOMES, LLC, an Oregon limited liability company



By: Brett Wilson
Name: Brett Wilson
Title: Dir. of Fin

ACKNOWLEDGMENT

STATE OF OREGON)
)
County of Deschutes)

This instrument was acknowledged before me on 22nd day of July 2008, by Brett Wilson, the Dir. of finance HAYDEN HOMES, LLC, an Oregon limited liability company, on behalf of the company.

Tammy Clutz
NOTARY PUBLIC FOR OREGON
My Commission Expires: Mar 23, 2012

EXHIBIT A

LEGAL DESCRIPTION OF PHASE III LAND

Real property situated in the City of Redmond, Deschutes County, Oregon and being more particularly described as follows:

Lots 15 through 90, inclusive, of "Antler Ridge, Phase II," recorded on May 29, 2007 as Document Number 2007-30225 in the plat records of Deschutes County, Oregon.