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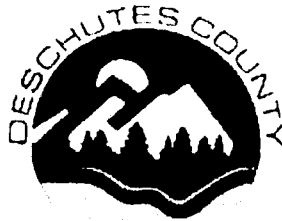
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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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AFTER RECORDING RETURN TO:
R-2 Summit Development L.L.C.
61312 Brookside Loop
Bend, OR 97702

Planned Community Subdivision Declaration

Declaration of Atop the Summit

Know all men by these presents: R-2 Summit Development L.L.C. represented by principals; Richard F. Moke, Rob and Debra Ford herein after called the "Declarant" does hereby declare as follows:

Whereas Declarant is the seller of the real property in Deschutes County known as Atop the Summit, as the same appears in the official plat recorded in Book G, at page 212, official records of Deschutes County, Oregon, and also described on Exhibit "A" which is attached hereto and incorporated herein by reference.

Whereas, Declarants desire to declare of public record his intention to create certain protective covenants, conditions and restrictions[CC&R's] in order to design and effect a general scheme of development providing benefits and obligations for owners of said property.

Now therefore, declarants hereby declare that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the real property which shall run with the land and shall inure to the benefit of each owner thereof. These easements and CC&R's, shall be binding upon all parties having any right title or interest in and to the described properties, or any parts thereof, their heirs, successors and assignees.

**ARTICLE I
RESIDENTIAL COVENANTS**

1. Land use and building type
No lot shall be used except for residential purposes. No building shall be erected, altered or permitted to remain on any lot other than one single family site built dwelling not to exceed thirty [30] feet in height and a private garage for not less than two[2] cars. The foregoing provisions shall not exclude construction of a private greenhouse. Storage unit, private swimming pool or a shelter orr port for the protection of such swimming pool, provided the location of such structures is in conformity with the applicable municipal regulation and is compatible in design and decoration with the residence constructed on such lot and has been approved by the Architectural Review Committee, as designated by Declarants.
2. Dwelling Size
The minimum square footage of any home within this subdivision shall be 1800 sq. ft. This minimum is exclusive of garages and open porches and decks.
3. Easements
Easements as shown on the subdivision plat shall be preserved by the respective lot

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BEND, OR 97709

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1- PROTECTIVE COVENANTS FOR ATOP THE SUMMIT.

owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his or her expense, except for improvement for which a public authority or utility is responsible.

4. **Offensive Activities**

No noxious activity or offensive behavior shall be carried on upon any lot, nor shall anything be done, grown, or placed upon any lot which interferes with or jeopardizes the protective covenants for Atop the Summit, or the enjoyment of other lot owners within this subdivision.

5. **Animals**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number [not to exceed three [3] dogs, cats or other household pets] may be kept, provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.

6. **Signs**

No signs shall be erected or maintained on any lot [excluding Atop the Summit entry signs], except that not more than one 'For Sale' or 'For Rent' sign placed by the owners declarant, or a licensed real estate agent, not exceeding 24"x36" may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "Informational" or "Political" signs on any lot by an owner or appointee of owner provided the same shall not be a violation of the controlling governmental sign ordinances.

7. **Parking**

Parking of boats, trailers, motor homes, motorcycles, trucks, trucks and campers, and like equipment shall not be allowed on any part of the property, nor on public streets adjacent thereto, excepting only within the confines of an enclosed garage or behind a sight obscuring fence of approved design. Each dwelling must have off-street parking spaces for at least four vehicles. Garage bays may be counted for the purposes of meeting requirement.

8. **Vehicles in Disrepair**

No lot shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on any street for a period in excess of 48 hours. A vehicle shall be deemed to be in such state when its inoperability, damage or appearance, offend the occupants of the neighborhood.

9. No lot shall be used as a dumping ground for trash or rubbish of any kind. All Garbage and other waste shall be kept in an appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets or on any lots.

10. **Temporary Structures**

No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.

11. **Utilities**

No outdoor overhead wire or service drop for the distribution of electrical energy or for telecommunications purposes, nor any pole, tower, or other structure supporting said overhead wire shall be erected, placed or maintained within this subdivision.

All owners of lots within this subdivision, their heirs, successors and assignees, shall

- use underground wires to connect their premises and the structures built thereon to the underground electric, TV, cable or telephone utility facilities provided.
12. **Completion of Construction**
The construction of any building on any lot, including private lot drainage, sidewalk, painting and all exterior finish, shall be completed within six[6] months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Review Committee.
 13. **Landscaping Completion**
All front, rear and side yard landscaping and tree removal must be completed pursuant to the Development Landscaping Plan and approval by the Architectural Review Committee. The front and side yard landscaping on corner lot, must be installed upon substantial completion of the residence. All remaining landscaping must be completed within 1 year of dwelling occupancy. Unusual conditions may allow this provision to be extended with the Architectural Review Committee's approval.
 14. **Fences and Hedges**
The maximum height of a site-obscuring fence or hedge on any lot shall be six[6] feet. The location of any fences or hedges erected shall be along the rear lot line and/or along the side lot lines or along easement lines if applicable, but said fence or hedge may not be placed forward of the front setback line for the residence. All fences shall be of wood or a material that is approved by the Architectural Review Committee.
 15. **Antennas or Service Facilities**
No exterior antennas or satellite dishes of any kind shall be permitted, except "Digital Satellite Systems" are permitted. The dish may not exceed 25 inches in diameter. Clothes lines and other service equipment shall be screened so as not to be viewed from any street.
 16. **Exterior Materials**
Exterior materials must be approved for use by the Architectural Review Committee of the Subdivision, Atop the Summit. Roofing material may be cedar shingle or shake, tile, or architectural fiberglass asphalt shingle. The exterior siding material shall be cedar, stone, brick, stucco or composite cement lap siding. Windows and exterior doors shall be wood, approved vinyl, fiberglass or steel. Garage doors may be of wood or metal construction. Alternate designs and materials can be approved by the Architectural Review Committee.
 17. **Exterior Finish**
The exterior finish of all construction on any lot shall be designed, built and maintained in such a manner as to blend in with existing structures and landscaping within this subdivision. Exterior colors must be approved by the Architectural Review Committee in accordance with Article 2. Exterior trim, fences, doors, railings, decks, eaves, gutters and exterior finish on garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin. Mailbox and newspaper receptacles placed in front of any lot shall be included in a single structure of a design approved by the

Architectural Review Committee prior to construction, unless otherwise dictated by the U.S. Postal Service.

18. Window Coverings

Window coverings, other than commercially produced curtains, shutters, drapes or blinds, or those non-commercially produced but of comparable quality, shall not be permitted to be visible from any street at any time after occupancy of dwelling.

19. View

The height of vegetation and trees on a lot shall not be materially restrict the view of other homes and property owners. The Architectural Review Committee shall be the judge of the suitability of such heights. If the Architectural Review Committee determines there is such restriction to the view of the other owners, written notice shall be delivered to the offending owner. If after 30 days the vegetation or trees are not removed or reduced in height as directed by the ARC, the ARC shall enter the offending homesite, complete the removal or reduction, charging the owner of the homesite the reasonable costs for the work done. This section is not to be read as justification to create views not present when the homesite was originally purchased. Building height and sight limitations may be imposed by the ARC in order to preserve views and view corridors from neighboring homes, both existing and planned. The ARC shall be the sole judge of the building heights and sight limitations that may be imposed. This provision is not intended to imply that any property owner is entitled, as a matter of right, to a particular view corridor.

ARTICLE II

Membership and Voting Rights

1. Membership

Every person or entity who is the record owner of a fee or undivided fee interest in any lot that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one [1] membership per lot owned. In the event the Owner of a lot is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or Member's spouse, but in no event shall more than one [1] vote for each class of membership applicable to a particular lot be cast for each lot.

2. Voting

Each owner shall have one [1] vote for each lot they may own, including the declarant.

**ARTICLE III
Maintenance**

1. Owners Responsibility

Except as provided in Section 1 of this Article, all maintenance of the Lot and all part of the residence thereon shall be the responsibility of the owner, and each Owner shall maintain and keep in good repair such property and improvements.

**ARTICLE IV
Rights and Obligations of the Association**

1. Common Area

No common areas exist as a part of this development and as such no mutual rights of management or responsibility are recognized at this time.

**ARTICLE V
Assessments**

1. Purpose of Assessment

No assessment obligation is required as common area ownership is not a fact of this development.

**ARTICLE VI
Architectural Review Committee "[ARC]"**

1. Architectural Review

No structure, including storage shelters, shall be commenced, erected, placed or altered on any lot until construction plans and specifications and a plat showing the nature, shape, heights, material, colors and proposed location of the structure or change have been submitted to and approved in writing by the Architectural Review Committee. It is the intention and purpose of this covenant to assure quality of workmanship and materials, harmony and external design with the existing structures as to location, topography and finished grade elevations to avoid plan repetition. In all cases, the Architectural Review Committee's consent is required.

2. Major Construction

In the case of initial or substantial additional construction of a dwelling the owner shall prepare and submit to the Architectural Review Committee such plans and specifications for the proposed work as the Committee may require. Materials required by the Committee may include, but not necessarily be limited to the following;

[A-1] A plan indicating location of all improvements, including private drainage.

[A-2] Drawings showing elevations, exterior materials and exterior color scheme of all improvements, including the mailbox/newspaper structure and fencing.

[A-3] Drawings showing yard landscape design and location, including a description of plant materials.

The ARC shall render its decision with respect to the proposal after it has received all required materials.

3. **Minor Construction**

In the case of minor additions or remodeling, change of existing color scheme or exterior materials, greenhouse, swimming pools, construction or any other work not referred to in Paragraph 2 above, the owner shall submit to the ARC such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The ARC shall render its decision with respect to the proposal after it has received all material required by it with respect thereto.

4. **Architectural Review Committee Decision**

The Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that Declarant intends for the subdivision. The Committee will take into considerations such as siting, shape, size, color, design, height and impairment of the view from other lots within the subdivision. Effects on the enjoyment of other lots or other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

5. **Membership: Appointment and Removal**

The ARC, also referred to as the "Committee", shall consist of as many persons as the Declarant may from time to time appoint. The Declarant shall keep on file at its principal office a list of names and addresses of Committee members. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these Covenants. The powers and duties of such Committee shall cease one year after completion of construction of all dwellings on all buildings sites within this project and the sale of said dwellings to the initial owner/occupants.

6. **Liability**

Neither the ARC, nor any member thereof, shall be held liable to any owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Committee or a member thereof, provided that the member has, in accordance with actual knowledge possessed by him, acted in good faith.

7. **Action**

Except as otherwise provided herein, any one member of the ARC shall have power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

8. **Nonwaiver**

Consent by the ARC to any matter proposed to it, within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing

its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

9. Effective Period of Consent

The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has commenced or the owner has applied for and received an extension of time from the Committee.

ARTICLE VII
General Provisions

1. Term and Amendment

These covenants and restrictions shall run with and bind all the property within this subdivision for a term of twenty [20] years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten [10] years. This Declaration, or parts hereof, can be terminated, revoked or amended only by duly recording an instrument which contains the amendment or the order of revocation or termination and which is signed by the owners of at least 70% of the lots within Atop the Summit. The Declarant has the sole and exclusive authority to terminate, revoke or amend these covenants and restrictions until the last lot has been sold and built upon.

2. Enforcement

In the event of any violation of the provisions of this Declaration, the Declarant or any other person or persons owning real property within the plat may, at their option, exercise the right to enforce these covenants by bringing action in a court of law. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action brought to enforce the provisions of the Declaration shall be entitled to recover all costs, including reasonable attorney's fees incurred.

3. Severability

Invalidation of any one of these covenants by judgment or court order shall in no event affect any of the other provisions, which shall remain in full force and effect.

4. Limitation of Liability of Declarant

Neither Declarant nor any officer or director thereof shall be liable to any owner on account of action or failure to act by Declarant in performing his duties or rights hereunder; provided that Declarant has, in accordance with actual knowledge possessed by him, acted in good faith.

In witness whereof, the parties hereto have set their hands,
this 9th day of MARCH 2004.



Richard F. Moke
Managing Partner
R-2 Summit Development L.L.C.

State of Oregon, County of Deschutes

Personally appeared before me the above named Richard F. Moke and
acknowledged the foregoing instrument to be his voluntary act and deed. Before
me, this day 9th of March 2004.





Notary Public for Oregon
Commission expires 3/2/2008

EXHIBIT "A"



ATOP THE SUMMIT, PHASES 1 AND 2

SUB--00--03 DATE; JULY 2003

A REPLAT OF PORTIONS OF LOTS 1, 3 AND 4, BLOCK 4 AND LOTS 3 AND 4,
BLOCK 5, HILLCREST, LOCATED IN THE NE 1/4 SE 1/4 OF SECTION 19,
TOWNSHIP 15 SOUTH, RANGE 13 EAST, W.M., IN THE CITY OF REDMOND,
DESCHUTES COUNTY, OREGON

DECLARATION: