



AFTER RECORDING, RETURN TO:

Fieldstone Crossing Owners Association
c/o Crystal Lake Property Management LLC
PO Box 7384
Bend OR 97701

DECLARATION OF ANNEXATION TO
FIELDSTONE CROSSING

THIS DECLARATION OF ANNEXATION TO FIELDSTONE CROSSING
is made as of this 3 day of May, 2006, by ELK HORN LAND
DEVELOPMENT INC; an Oregon corporation ("Declarant").

Declarant is the declarant under the Declaration of Protective Covenants,
Conditions, Restrictions and Easements of Fieldstone Crossing recorded October 6, 2004
in the Records of Deschutes County, Oregon, as Document No. 2004-60167 (the
"Declaration").

Declarant is the owner of the property platted as Fieldstone Crossing, P.U.D.,
Phase II. Pursuant to Section 2.2 of the Declaration, Declarant wishes to annex such
property to Fieldstone Crossing as Additional Property and subject the same to the
Declaration.

NOW, THEREFORE, Declarant hereby declares as follows:

1. **PROPERTY ANNEXED.** Declarant hereby declares that all of the property
described below shall be annexed to Fieldstone Crossing and the Declaration as
Additional property and that such property is held and shall be held, conveyed,
hypothecated, encumbered, used, occupied and improved subject to the Declaration:

Fieldstone Crossing, P.U.D., Phase II located in Deschutes County, Oregon

2. **LAND CLASSIFICATIONS.** All of the land within the Additional Property
annexed hereby is included in one or another of the following classifications:

- 2.1 Lots, which consist of Lots 29 through 64, 93, 94, 106, and 107 of the
Additional Property;
- 2.2 Common Areas, which consist of Tract F of the Additional Property;
- 2.3 Limited Common Areas. There are no Limited Common Areas.

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- 2.4 Public Areas, which shall be each of the streets as shown on the Plat of the Additional Property.

3 **RESTRICTIONS ON USE.**

- 3.1 Each of the Lots in the Additional Property shall be subject to the use restrictions set forth in the Declaration.
- 3.2 Tract F contains a COID Easement Area, and shall be subject to the use rights, use and restrictions set forth in the Declaration under Articles 4.7, 9.1 and 9.2.
- 3.3
- 3.3.1 Lot 94 contains a sewer easement for the benefit of Lot 93 as marked on the plat of the Additional Property.
- 3.3.2 Planting and structures of a significant nature are not allowed within the easement area.
- 3.3.3 Future repairs to the easement line shall be the financial burden of Lot 93, including the repair of sod or landscape to as close to the original condition after investigation or repairs are made. Lot 94 is prohibited from denying access to the easement area by Lot 93 for the purpose of investigation of sewer line problems, or subsequent repairs and maintenance that are required for its proper function.
- 3.3.4 Lot 94 shall forever defend, indemnify and hold Lot 93 harmless from any claim, loss or liability arising out of or in any way connected with Lot 93's use of the easement created by this Easement.
- 3.3.5 The benefits and burdens of the easements and covenants contained in this Easement shall run with the Lot so benefited or burdened. Such easements are also for the benefit of any present or future mortgagees or holder of trust deed on any portion of such Lots and may not be amended, repealed or modified without the written consent of each such mortgagee or beneficiary.
- 3.3.6 In the event of any breach of the provisions of this Easement, the aggrieved party shall be entitled to exercise any remedy provided by law or equity, including the remedies of injunction and/or specific performance. In the event litigation is commenced to enforce or interpret the provisions of this easement, including any appeal therefrom, the prevailing party shall recover from the other party, in addition to all other costs and damages, reasonable

attorneys fees at trail, in arbitration or upon any appeal or petition for review thereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Annexation as of the day first written above.

ELK HORN LAND DEVELOPMENT INC, an Oregon corporation

D. Pahlisch
By: *D. DENNIS L. PAHLISCH*
Its: *for*

STATE OF OREGON)
)ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 3 day of May, 2006, by Dennis L. Pahlisch as President of Elk Horn Land Development Inc, an Oregon corporation, on its behalf.

Nancy E. Kowalski
Notary Public for Oregon
My Commission Expires: October 18, 2007

