



AFTER RECORDING, RETURN TO:

Fieldstone Crossing Owners Association
c/o Crystal Lake Property Management LLC
63088 NE 18 Street Suite 100
Bend OR 97701

4

**DECLARATION OF ANNEXATION TO
FIELDSTONE CROSSING**

THIS DECLARATION OF ANNEXATION TO FIELDSTONE CROSSING is made as of this 19 day of October, 2006, by ELK HORN LAND DEVELOPMENT INC; an Oregon corporation ("Declarant").

Declarant is the declarant under the Assignment and Assumption of Declarant Rights recorded on May 5, 2006 in the Records of Deschutes County, Oregon as Document No. 2006-31294 for 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, and amended on April 20, 2005 in the Records of Deschutes County, Oregon as Document No. 2005-23739, and on August 4, 2006 in the Records of Deschutes County, Oregon as Document No. 2005-51212 (the "Declaration").

Declarant is the owner of the property platted as Fieldstone Crossing, P.U.D., Phases III and IV. 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., Phases III and IV 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 65 through 92, and 95 through 105, and 108 through 162 of the Additional Property;
- 2.2 Common Areas, which consist of Tract H and I of the Additional Property;
- 2.3 Limited Common Areas, which consists of Tract H and alley for the vehicular access benefiting Lots 144 through 162.
- 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 Lots 136 through 143, together with Tract I contain a Retaining Wall and Slope Easement and shall be subject to the following restrictions.
 - 3.2.1 Fencing shall be installed in the easement area at the top of the retaining wall, which is located approximately six feet from the property line. Owners are prohibited from removing or relocating the fence. Repairs and maintenance of the fence shall be responsibility of the Owner. Fencing replacement shall require prior approval of the Association and shall be the same type, size, material and color as initial fencing installed.
 - 3.2.2 The Association shall be responsible for the landscape maintenance of the easement area on the street side of the fencing installed, in accordance with Article 9.1 of the Declaration.
 - 3.2.3 Owners are prohibited from changing the grade of the slope, or making any modifications to the retaining wall without the prior approval of the Association.
 - 3.2.4 Owners are prohibited from changing or modifying the landscaping within the easement area being maintained by the Association.
 - 3.2.5 Future repairs to the retaining wall and/or slope area shall be the financial burden of the lot(s) so benefited. Owners are prohibited from denying access to the easement area by other benefited Owners for the purpose of investigation of grade and retaining wall problems, or subsequent repairs and maintenance that are required for its proper function.

- 3.2.6 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.
- 3.2.7 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 trial, in arbitration or upon any appeal or petition for review thereof.
- 3.3 Lot 136 contains a Subdivision Sign Easement. This easement area shall be maintained by the Association in accordance with Article 9.1 of the Declaration. Owner is prohibited from making alteration within the easement area without the prior written approval of the Association.
- 3.4 Lot 144 is purposed as a Central Oregon Irrigation District "Tail Water" Management Area for as long as that purpose is required. Lot Owner shall be required to maintain the lot in a clean and neat condition in accordance with Article 6.6 of the Declaration.
- 3.5 Common Tract I contains an easement area for private water and sewer services benefiting Lots 144, 145, and 146. In the event the landscaping within Tract I is damaged as a result of service to these private water or sewer lines, than the Owner of the lot(s) creating the damage shall be assessed by the Association for the costs of repairing the landscaping and irrigation.
- 3.6 Lots 144 through 162 contain a five foot private storm drainage swale easement. Owners shall be prohibited from installing significant structures, landscaping, or modifying the grade within the easement area. The Association shall be responsible for maintaining the easement area in accordance with Article 9.1 of the Declaration.

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

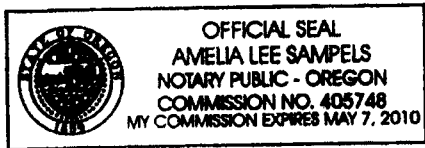
Nancy E Kowalski

By: Nancy E. Kowalski

Its: V.P. Land Acquisitions and Financing

STATE OF OREGON)
)ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 19th day of October, 2006, by Nancy E. Kowalski as V.P. Land Acquisitions & Financing of Elk Horn Land Development Inc, an Oregon corporation, on its behalf.



Amelia Lee Sampels
Notary Public for Oregon
My Commission Expires: 5/7/10