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AFTER RECORDING, RETURN TO:

Lava Ridges Owners Association  
c/o Crystal Lake Property Management  
63088 NE 18 Street Suite 101  
Bend OR 97701

**DECLARATION OF ANNEXATION TO  
LAVA RIDGES  
(Lava Ridges, Phase 4)**

15 THIS DECLARATION OF ANNEXATION TO LAVA RIDGES is made as of this day of August, 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 Lava Ridges recorded May 12, 2003 in the Records of Deschutes County, Oregon, as Document No. M2003-31442 (the "Declaration") as assigned under the Assignment and Assumption of Declarant Rights recorded June 21, 2005 in the Records of Deschutes County, Oregon, as document No. M2005-38874, as assigned under the Assignment and Assumption of Declarant Rights recorded August 14, 2006 in the Records of Deschutes County, Oregon as document No. 2006-55534.

Declarant is the owner of the property platted as Lava Ridges No. 4. Pursuant to Section 2.2 of the Declaration, Declarant wishes to annex such property to Lava Ridges 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 Lava Ridges 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:

LAVA RIDGES, Phase 4, County of Deschutes, State of 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 79 through 145 and 171 through 175 of the Additional Property;

- 2.2 Common Areas. There are no common areas shown on the Plat of the Additional Property.
- 2.3 Public Areas, which shall be each of the streets shown on the Plat of the Additional Property.
- 2.4 Limited Common Areas. There are no common areas shown on the Plat of the Additional Property.
- 2.5 Private Access Easement Areas. A Private Access Easement exists on Lots 86 – 108, 118 – 145, and 171-175 for the purpose of Ingres and Egress Purposes, 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 Private Access Easements. Private Access Easements on the recorded lots shall be subject to a reciprocal access easement for the exclusive use by the Owners, the family members and invitees of the benefited Lots for ingress/egress access including vehicle access. Such areas shall be operated, maintained, replaced and improved by the Association, but the entire cost thereof shall be assessed to the owners of Lots to which such Access Easement benefits. Within the easements, the Association will not permit any structure, planting or other material to be placed or permitted to remain on the easement area which may damage or interfere with the traffic flow or maintenance of the easement. Parking of vehicles, campers, boats or any material, even on a temporary basis within the easement area shall be prohibited.
- 3.3 Rock/Retaining Wall Easements. At the time of annexation of the Additional Property there are no rock/retaining walls installed on any of the lots. In the event that any of the lots should in the future have a Rock/Retaining Wall installed upon it, such area shall be subject to the terms and conditions of a Rock/Retaining Wall Easement as identified herein. Easements shall include the installation and maintenance of rock/retaining walls, whether natural or man made, and shall include private storm drains for the rock/retaining walls.
  - 3.3.1 The Owner of each Lot sharing a rock/retaining wall or private storm drain for the rock/retaining wall shall pay any costs associated with maintaining the rock/retaining wall on its respective side. Each Owner shall be responsible for maintaining such Owner's portion of the easement area surface and to keep the easement area clear of obstructions which in any manner might hinder access to their rear and side yards.
  - 3.3.2 The Owner of each Lot sharing a rock/retaining wall or private storm drain for the rock/retaining wall shall share equally the costs of all repairs or maintenance necessary to maintain the structural integrity of the rock/retaining wall. The decision whether to undertake a particular repair and who shall be responsible with carrying out the repair of the retaining

wall or its private storm drain shall be agreed upon by the Owners. In the event any disputes arise concerning a retaining wall, the Board of Directors of the Association shall act as the arbitrators and their decision shall be final.

- 3.3.3 Each adjoining yard, whether side or rear between two Lots shall be subject to a cross easement for maintenance and to allow the Owner of each Lot access to the rear and side of the retaining wall and it's private storm drain. The cross easement shall be over the first five feet from the common property line, thereby creating a ten foot wide easement centered between the Lots.
- 3.4 Passive/Active Easements. Lots with a recorded Shared Access Easement shall be subject to the terms and conditions of the Easement as recorded. The Association shall settle any disputes between Owners relating to such easement area.
- 3.5 Zero Lot Line Easements. In the event any dwelling unit constructed on any Lot has a wall constructed on the boundary of that Lot with another Lot, then the Owner of the Lot on which the dwelling unit is located shall have an easement four feet in width on the adjoining Lot along and adjacent to the common boundary for the purpose of construction, repairing and maintaining such wall. The Association shall settle any disputes between Owners relating to such easement area.

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

By: *Dennis L. Pahlisch*  
Dennis L. Pahlisch, President

STATE OF OREGON           )  
  )ss.  
County of Deschutes       )

The foregoing instrument was acknowledged before me this 15 day of August, 2006, by Dennis L. Pahlisch, 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