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DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2006-13599



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\$30.00 \$5.00 \$11.00 \$10.00 \$5.00

After Recording Return  
Original to:

Hayden Enterprises, Inc.  
2464 SW Glacier Place, Suite 110  
Redmond, Oregon 97756  
Attn.: Colleen Buckendorf

DECLARATION OF  
RECIPROCAL ACCESS EASEMENT AND MAINTENANCE AGREEMENT  
Benefiting Lots 1 through 10, inclusive, Obsidian Meadows

Stonehedge, L.L.C., an Oregon limited liability corporation ("Declarant"), hereby declares and agrees as follows:

1. Purpose of Declaration.

The purpose of this Declaration is to create an easement for the construction, use and perpetual maintenance of a private driveway system and the installation and maintenance of utilities in the easement area by the owners of the parcels of property described in Section 2 of this Declaration.

The easement area shall be used for the purposes of providing pedestrian and vehicular ingress and egress to the Benefited Lots, and for the installation, use, maintenance, repair and replacement of the Driveway and any improvements located therein or thereon for the Benefited Lots, subject to the restrictions contained in this Declaration.

2. Legal Description.

a. The private driveway easement area (the "Driveway") is described as follows:

A portion of Lots 1 through 6, inclusive, and Lots 8 through 11, inclusive, of the property known as Obsidian Meadows, as shown on Exhibit A, attached hereto and by this reference made a part hereof.

b. The Lots that will benefit from the right to jointly utilize the Driveway for the purposes described herein are described as:

Lots 1 through 10, inclusive, of the property known as Obsidian Meadows (each a "Benefited Lot," together the "Benefited Lots"), as shown on the duly recorded plat of Obsidian Meadows, located in Deschutes County, Oregon, according to the plat recorded in the Plat Records of Deschutes County, Oregon.

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Amerititle  
15 OREGON AVENUE, BEND  
→ Emily

3. Duration and Nature of Declaration.

This Declaration shall continue in perpetuity. This Declaration is intended to and does attach to and run with the Benefited Lots. This Declaration is binding on Declarant and all persons claiming under Declarant. It is the intent of Declarant to create a continuing obligation and right on the part of Declarant and subsequent owners of the Benefited Lots only during their period of ownership.

4. Construction of Improvements.

Declarant shall construct the initial driveway improvements on the Driveway at Declarant's sole expense. Such driveway improvements shall be built per plans approved by the City of Redmond, Oregon.

5. Ownership.

Declarant is the owner of the Benefited Lots, the Driveway and the driveway improvements thereon. As Declarant transfers the Benefited Lots to subsequent purchasers, each such purchaser shall acquire an easement interest in the Driveway and the driveway improvements across the Benefited Lots (subject to the easements created herein) and, whether or not expressed in any of the deeds transferring each Benefited Lot.

6. Maintenance.

The owners of the Benefited Lots shall be jointly and severally responsible for the maintenance of the driveway improvements on the Driveway. Each owner of a Benefited Lots shall be responsible for one-tenth of the maintenance costs of the improvements of the Driveway, and shall reimburse any other owner or owners who paid more than their share of such maintenance costs within fifteen (15) days after written demand for reimbursement. For purposes of this Declaration, maintenance costs shall include the third-party cost of any work required to keep the driveway improvements in good condition and in compliance with all applicable governmental regulations and the terms of this Declaration, including, without limitation, power washing, capping, sealing and resurfacing, repairs, reconstruction and replacement. "Maintenance costs" do not include the costs of normal cleaning, leaf removal or snow removal. Reimbursement is not required if, however, the act or omission of any such owner or any guest, invitee, licensee, contractor, or agent of such owner causes the damage to the improvements, and in such case such owner shall be responsible for repair of the damage to the driveway improvements at its expense. The driveway improvements shall be maintained in a good and workmanlike manner so as to comply with minimum the City of Redmond, Oregon standards, and to be continuously safe for public travel.

7. Utility Easements.

The Driveway shall be subject to such public easements as may be necessary to provide sanitary sewer, storm drainage, water, natural gas, electricity, cable television, telephone utilities and other necessary utilities (including, without limitation, pipes, pipelines,

wires, cables, and other conduits and equipment relating to such utilities) to the Benefited Lots. All shall be to the specifications of the City of Redmond, Oregon and other applicable rules and regulations.

8. Indemnification.

The owners of the Benefited Lots shall hold harmless, defend and indemnify Declarant and the City of Redmond, Oregon, and their respective officers, agents, and employees against all claims, demands, actions and suits, including attorney's fees and costs, brought against any of them arising out of the failure to properly design, locate, construct or maintain the Driveway or the driveway improvements located on the Driveway which are subject to this Declaration. All workers undertaking maintenance work on the driveway improvements or utilities located on, in or under the Driveway shall have standard liability insurance in a reasonable amount from a reputable insurance company which protects each owner of the Benefited Lots. Each owner of a Benefited Lot shall release and indemnify the other owners against all liability for injury to the other owners, any member of the other owners' family, or any resident of the other owners' home for injury or for property damage caused by any undertaking pursuant to this Declaration.

9. Arbitration; Lien.

The owners of the Benefited Lots shall confer from time to time regarding performance of required maintenance under this Declaration and shall share equally (one-tenth shares) in the costs of any required maintenance as described in Section 6 above. In the event of a disagreement concerning maintenance obligations and payment, the owners of the Benefited Lots shall agree upon an arbitrator who shall resolve such disagreement. If the owners of the Benefited Lots cannot agree on an arbitrator, the presiding judge of the Circuit Court of the State of Oregon for the County of Deschutes shall appoint an arbitrator. The decision of the arbitrator shall be binding on the owners of the Benefited Lots and the fee of the arbitrator shall be borne equally by the owners of the Benefited Lots, one-tenth allocated to each Lot. In the event an owner, or owners, of a Benefited Lot fails to pay its, or their, share of required maintenance costs within fifteen (15) days after written demand for reimbursement by the other owner, or owners, who paid more than its, or their, share of such costs, then such reimbursement amount shall become an automatic charge and lien against the non-paying owner's, or owners', property, which may be foreclosed in the manner provided in Chapter 88 of the Oregon Revised Statutes (or its successor statutes) for the foreclosure of liens generally. In addition, any such unreimbursed amounts shall bear interest at the rate of twelve percent (12%) per annum from the date of written demand for reimbursement until paid in full. The owner of any Benefited Lot upon which a lien is imposed shall also be personally liable for any deficiency remaining unpaid after any foreclosure of the foregoing lien.

10. Notices.

Any notice, demand, or report required under this Declaration shall be sent to each owner of the Benefited Lots in care of the street address of such owner's lot, or in the event the



**EXHIBIT A**

**(Depiction of Driveway)**

PLAT NO.

~ OBSIDIAN MEADOWS ~

A 15.32 ACRE SUBDIVISION LOCATED IN A PORTION OF PARCEL 1 OF PARTITION PLAT NO. 1998-40, SITUATED IN THE W1/2 SW1/4 OF SECTION 17 AND SITUATED IN THE SE1/4 SE1/4 OF SECTION 18, TOWNSHIP 15 SOUTH, RANGE 13 EAST, W.M., THAT AREA IN SECTION 17 BEING WITHIN THE CITY OF REDMOND, ALL IN DESCHUTES COUNTY, OREGON

G-101-G

CS16749

REMAINDER OF PARCEL 1 OF PARTITION PLAT 1998-40 (NOT SURVEYED - SEE DETAIL SHEET 2)

S1/16 - INITIAL POINT 3-1/2" ALUM CAP SET IN SURVEY B (1/2" AND SET IN SURVEY A BEARS SOUTH 0.547)

3-1/2" ALUM CAP S19 C.O. GEODETIC MON. NO. 15131700 - CORR. 1277

NO DIRECT VEHICULAR ACCESS BETWEEN THE LOTS OF THIS SUBDIVISION AND SW 35TH STREET IS ALLOWED

NO DIRECT VEHICULAR ACCESS BETWEEN THE LOTS OF THIS SUBDIVISION AND SW 35TH STREET IS ALLOWED

CENTERLINE OF CENTRAL ELECTRIC COOPERATIVE POWERLINE EASEMENT (NO WIDTH SPECIFIED)

NO DIRECT VEHICULAR ACCESS BETWEEN THE LOTS OF THIS SUBDIVISION AND SW 35TH STREET IS ALLOWED

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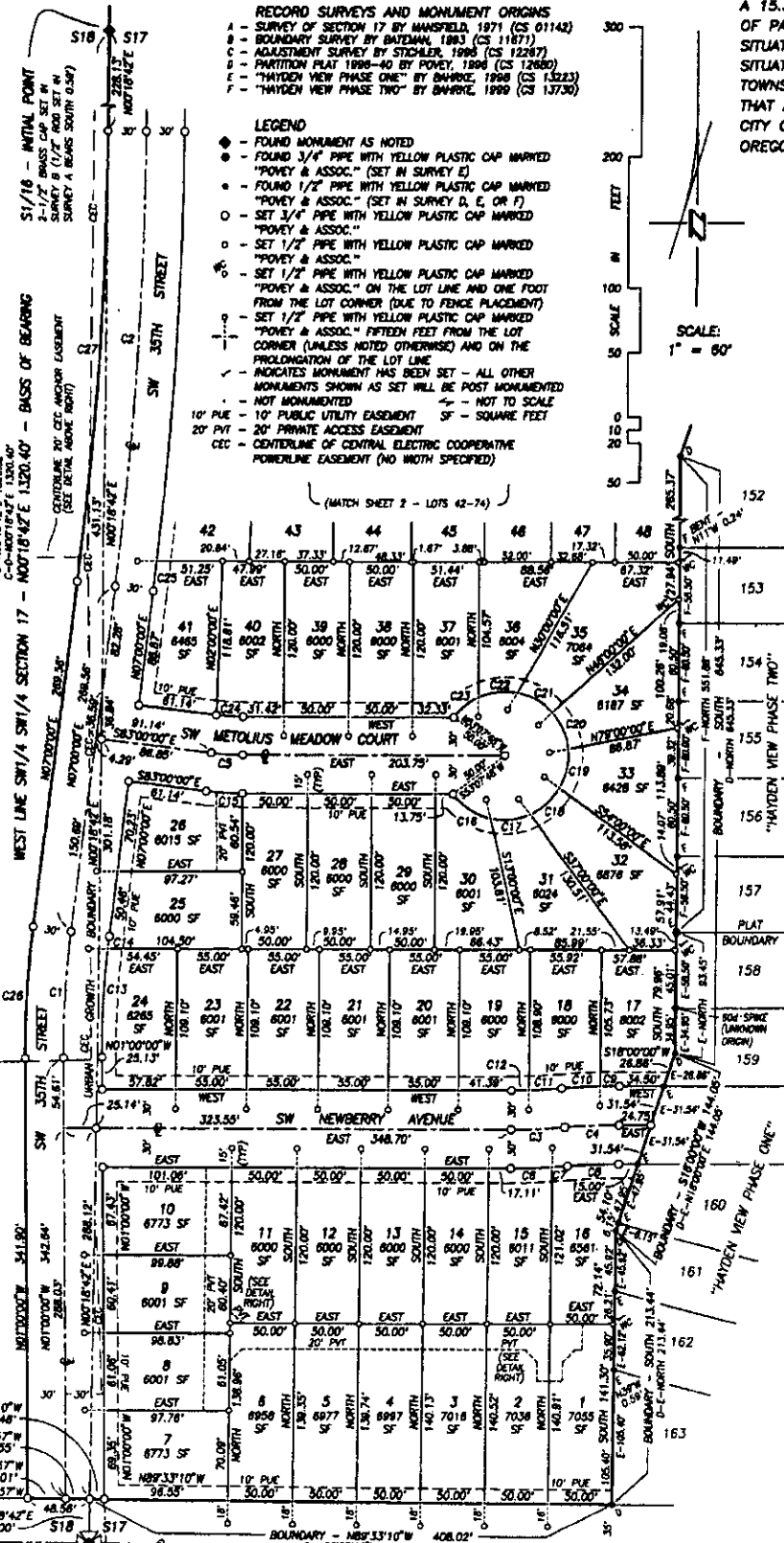
NO DIRECT VEHICULAR ACCESS BETWEEN THE LOTS OF THIS SUBDIVISION AND SW 35TH STREET IS ALLOWED

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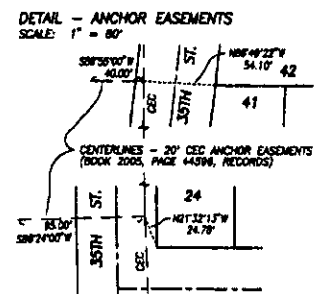
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- RECORD SURVEYS AND MONUMENT ORIGINS
- 1 - SURVEY OF SECTION 17 BY HANFIELD, 1971 (CS 01142)
  - 2 - BOUNDARY SURVEY BY BATEMAN, 1983 (CS 11871)
  - 3 - ADJUSTMENT SURVEY BY STICHLER, 1998 (CS 12287)
  - 4 - PARTITION PLAT 1998-40 BY POVEY, 1998 (CS 12680)
  - 5 - "HAYDEN VIEW PHASE ONE" BY BARRKE, 1998 (CS 13233)
  - 6 - "HAYDEN VIEW PHASE TWO" BY BARRKE, 1999 (CS 13730)
- LEGEND
- - FOUND MONUMENT AS NOTED
  - - FOUND 3/4" PIPE WITH YELLOW PLASTIC CAP MARKED "POVEY & ASSOC." (SET IN SURVEY 2)
  - - FOUND 1/2" PIPE WITH YELLOW PLASTIC CAP MARKED "POVEY & ASSOC." (SET IN SURVEY D, E, OR F)
  - - SET 3/4" PIPE WITH YELLOW PLASTIC CAP MARKED "POVEY & ASSOC."
  - - SET 1/2" PIPE WITH YELLOW PLASTIC CAP MARKED "POVEY & ASSOC."
  - - SET 1/2" PIPE WITH YELLOW PLASTIC CAP MARKED "POVEY & ASSOC." ON THE LOT LINE AND ONE FOOT FROM THE LOT CORNER (DUE TO FENCE PLACEMENT)
  - - SET 1/2" PIPE WITH YELLOW PLASTIC CAP MARKED "POVEY & ASSOC." FIFTEEN FEET FROM THE LOT CORNER (UNLESS NOTED OTHERWISE) AND ON THE PROLONGATION OF THE LOT LINE
  - ✓ - INDICATES MONUMENT HAS BEEN SET - ALL OTHER MONUMENTS SHOWN AS SET WILL BE POST MONUMENTED
  - - NOT MONUMENTED
  - - NOT TO SCALE
  - 10' PUE - 10' PUBLIC UTILITY EASEMENT
  - 20' PVE - 20' PRIVATE ACCESS EASEMENT
  - CEC - CENTERLINE OF CENTRAL ELECTRIC COOPERATIVE POWERLINE EASEMENT (NO WIDTH SPECIFIED)
  - SF - SQUARE FEET



CURVE DATA

NO.	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	700.00'	87.74'	08°00'00"	N03°00'00"E	87.64'
C2	3000.00'	330.20'	08°41'18"	N03°30'21"E	330.00'
C3	500.00'	42.35'	04°51'12"	N07°34'24"E	42.34'
C4	500.00'	42.35'	04°51'12"	N07°34'24"E	42.34'
C5	200.00'	24.43'	07°00'00"	S08°30'00"E	24.42'
C6	530.00'	32.81'	03°33'28"	N08°13'18"E	32.81'
C7	530.00'	11.98'	01°17'44"	N08°47'40"E	11.98'
C8	470.00'	38.81'	04°51'12"	N07°34'24"E	38.80'
C9	530.00'	15.08'	01°37'51"	S08°11'05"W	15.08'
C10	530.00'	28.81'	03°13'22"	S08°43'28"W	28.81'
C11	470.00'	28.20'	03°11'40"	S08°44'35"W	28.20'
C12	470.00'	13.81'	01°38'38"	S08°10'14"W	13.81'
C13	870.00'	84.12'	07°11'36"	N02°38'42"E	84.00'
C14	870.00'	8.43'	00°48'24"	N08°33'48"E	8.43'
C15	230.00'	28.10'	07°00'00"	S08°30'00"E	28.08'
C16	30.00'	38.81'	04°48'51"	S07°18'37"E	38.81'
C17	30.00'	31.47'	38°03'25"	N04°17'15"E	30.85'
C18	30.00'	31.27'	35°44'38"	N04°12'37"W	31.28'
C19	30.00'	31.79'	36°25'53"	N12°12'57"E	31.28'
C20	50.00'	31.79'	36°25'53"	N04°20'43"E	30.78'
C21	30.00'	32.03'	38°41'35"	N00°46'51"W	31.48'
C22	50.00'	31.03'	35°33'14"	S03°05'35"W	30.33'
C23	50.00'	24.82'	28°28'47"	S01°05'35"W	24.37'
C24	170.00'	30.77'	07°00'00"	S08°30'00"W	30.78'
C25	3000.00'	33.24'	02°28'22"	N08°48'48"E	23.24'
C26	730.00'	101.83'	08°00'00"	N03°00'00"E	101.84'
C27	2870.00'	348.70'	08°41'18"	N03°30'21"E	348.50'

REGISTERED PROFESSIONAL LAND SURVEYOR

*William G. Barrke*

OREGON JULY 15, 1941

WILLIAM G. BARRKE 8/29/05

Renewed Date: 12/31/05

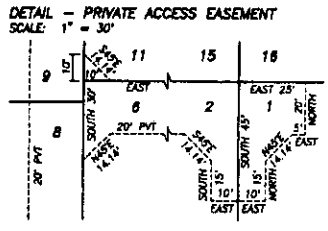
I HEREBY CERTIFY THIS MAP TO BE A TRUE AND EXACT COPY OF "OBSIDIAN MEADOWS".

*William G. Barrke*

WILLIAM G. BARRKE, LS 2039

1/20/06

DATE



SHEET 3 OF 3

POVEY AND ASSOC., LAND SURVEYORS  
P.O. BOX 131, REDMOND, OR 97758  
(541) 548-6778 04-2035.DWG

DESCHUTES COUNTY SURVEYOR  
FILED 1/24/2006 BY: Vikki Ope

CS16749