

RECORDING COVER SHEET

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County Filing Index - Deeds

Recording Authority - Redmond Code Section 1.500 Requires Recording of documents with the Deschutes County Clerk (Ordinance Number 2001-13)

- A. Title of Document: Declaration of Covenants, Conditions, Restrictions, Reservations and Reciprocal Easement Agreement

Property located at: All lots in Six Peaks Subdivision Phases 1-7, excluding: Lots 50, 56, 59, 67, 68, and 69, City of Redmond, County of Deschutes, State of Oregon

- B. Names of First Parties: One Property Owners, as listed:
BTD Properties, LLC

Names of Second Parties: City of Redmond, Oregon

- C. Name and address of person authorized to receive the instrument after recording:

City Recorder's Office
PO Box 726
Redmond OR 97756-0100

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2003-30825



\$51.00

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D-MR Cnt=1 Stn=1 MARSHA
\$25.00 \$11.00 \$10.00 \$5.00

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
RESERVATIONS AND RECIPROCAL EASEMENT AGREEMENT

THE UNDERSIGNED, being the owners of all the lots of Six Peaks subdivision, excluding Lots 50, 56, 59, 67, 68, & 69, hereby subject the following described real properties to the terms, covenants, conditions and restrictions as imposed by this Agreement:

All Lots in Six Peaks Subdivision Phases 1- 7,
excluding: Lots 50, 56, 59, 67, 68 and 69, City of
Redmond, County of Deschutes, State of Oregon.

1. ROADWAY. The "Roadway" consists of an asphalt paved "20 foot driveway access" as shown on the plat of Six Peaks subdivision. The Roadway is not a public road, and will be maintained to City of Redmond's alley standards.

2. REPAIRS AND MAINTENANCE.

a. Each of the owners of the above described real property agree to share prorata the costs of the maintenance and repair of the above described Roadway to City of Redmond's alley standards. The owner of each legal lot of record shall be responsible for their pro-rata share of the costs of maintenance and repair based on the total number of Lots subject to this Agreement.

b. In order to facilitate payment of each prorata share of the maintenance and repair costs, the Manager shall prepare a budget each year for the anticipated expenses of maintenance and repair, snow removal, administrative expenses and parking enforcement, including signage and towing. The budgeted amount shall be divided equally among each lot subject to this Agreement. The payment of this assessment shall then be due and payable annually.

c. The Roadway shall be maintained to City of Redmond's standards for an alley, and shall include reasonable costs for snow removal.

3. RECIPROCAL EASEMENTS. The owners of the Lots described herein grant seven separate, perpetual, access easements in favor of the following groups of Lots and their owners:

Easement A - Lots 28, 22 through 27 and 1 through 8;
Easement B - Lots 9 through 21 and 40 through 42;
Easement C - Lots 34 through 39 and 43 through 44;
Easement D - Lots 30 through 33 and 48;
Easement E - Lots 45 through 47;
Easement F - Lots 58 and 60 through 66;

Easement G - Lots 49, 51 through 55 and 57.

Within each respective group, the owners grant reciprocal nonexclusive easements appurtenant to each owners' lot for the purpose of furnishing access and the right of access between the Roadway and such owners' Lot.

In addition, the City of Redmond is granted an easement for emergency access along the entirety of the Roadway.

4. PARKING RESTRICTION. No parking of motor vehicles, trailers, boats or campers shall be allowed within the Roadway. The Roadway shall be posted with signs stating the parking prohibition. Any party may enforce the parking restriction by contacting the Manager or the designated management agency, who shall contract with a towing company to provide towing services.

5. MANAGER.

a. The Manager shall have the right to impose an assessment against each owner as described in Section 2(b). These assessments shall be paid on a yearly basis, mailed to each lot owner and shall be due within 30 days of mailing. The Manager shall keep all monies which are collected from assessments in a separate fund to be called the "maintenance fund" and shall use the monies in the maintenance fund only for the purposes specified herein. The Initial Manager shall be John McClean, Member of BTB Properties, LLC. When BTB Properties, LLC. has sold more than 50% of the Lots in Six Peaks Subdivision, the Initial Manager may resign or the owners may replace the Initial Manager pursuant to Paragraph (b) below.

b. A majority of the owners who vote shall appoint a Manager whose responsibility will be to perform the tasks required in Section 2(b) and to collect the assessments. Each party to this agreement agrees to indemnify and hold the Manager harmless from his activities as Manager, so long as they have been performed in good faith. The total number of votes entitled to be cast for the Manager's position shall be based upon the total number of lots which are subject to this agreement. Each lot owner shall have the right to cast one vote for each lot owned.

c. The Manager may hire a professional Manager to perform the duties described herein. The Initial Manager has hired Cascade Business Development Group.

6. DEFAULT AND PAYMENT OF ASSESSMENTS. Each assessment shall be a separate, distinct and personal debt and obligation of the owner against whom the assessment is levied or imposed or from whom the amount is due. If the owner fails to pay any assessment or charge thereof when due, the owner shall be in default and the assessment or charge not paid, together with interest thereon at the rate of 12 percent and costs and attorney's fees as provided for herein, shall become a lien upon the property owned by the person from whom the

assessment is due upon the filing by the Manager in the official records of Deschutes County, Oregon, a notice of lien setting forth the amount due and the description of the property against which the lien is imposed. Such lien shall not take affect until notice thereof has been so filed. Such lien shall be subordinate to any lien of any mortgage upon any owner which is accepted in good faith and for value and which was recorded prior to the filing of the notice of lien. The Manager may commence proceedings to foreclose any such lien in the same manner as real property mortgages at any time within three years following the date of such filing.

7. EXPENSES AND ATTORNEY'S FEES. In the event that the Manager shall bring any suit or action to enforce any provision contained in this agreement to collect any money due hereunder or to foreclose a lien, the defendant in such suit or action shall pay to the Manager all costs and expenses which the Manager shall incur in connection with such suit or action, including a foreclosure title report, and such amount as the court may determine to be reasonable as attorney's fees therein, including attorney's fees in connection with any appeal from a decision of the trial court or an intermediate appellate court.

8. NONEXCLUSIVENESS AND ACCUMULATION OF REMEDIES. Election by the Manager to pursue any remedy provided for the violation of any provision of this Agreement shall not prevent concurrent or subsequent exercise of another remedy permitted thereunder or which is permitted by law. The remedies provided in this agreement are not intended to be exclusive but shall be in addition to all other remedies, including actions for damages or suits for injunctions or for specific performance available under applicable law.

9. AMENDMENT AND REPEAL. Any provision of this Agreement may at any time be amended or repealed, or provisions may be added by the following method:

a. Property owners owning two-thirds of the lots and the City of Redmond must consent in writing to the amendment or repeal of a provision or to the addition of a new provision. Any amendment or repeal of a provision of this agreement or any additional provision shall become effective only upon the filing in the official records of Deschutes County, Oregon, of a certificate of the Manager setting forth in full the amendment, amendments, additional provision or repeal approved as provided in this section and certifying that said amendment, amendments, additional provision or repeal have been approved in the manner required therefor herein.

CITY OF REDMOND

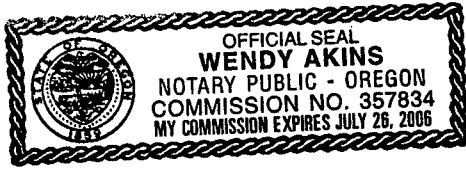
Jo Anne Switzerland
BY:
ITS: *Peter Menager*

STATE OF OREGON, County of Deschutes, ss:

BTD PROPERTIES, LLC.

[Signature] 4/30/03
BY: JOHN MCCLEAN
ITS: MEMBER

The foregoing instrument was acknowledged before me this 29th day of April, 2003, by JOHN MCCLEAN a Member of LTD PROPERTIES, LLC.



Wendy Akins
Notary Public for Oregon
My Commission Expires
July 26, 2006

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 5th day of May, 2003, by JoAnne Sutherland the City Manager for the CITY OF REDMOND.



Patricia J. Leymaster
Notary Public for Oregon
My Commission Expires
7-20-2003