



AFTER RECORDING RETURN TO:

Ball Janik LLP  
15 SW Colorado, Suite K  
Bend, OR 97702  
Attn: Laura Craska Cooper

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR SKYLINER SUMMIT AT BROKEN TOP**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SKYLINER SUMMIT AT BROKEN TOP (this "Supplemental Declaration") is made this \_\_\_ day of November 2003, by Skyliner Summit Limited Partnership, an Oregon limited partnership ("Declarant").

Recitals:

A. Declarant recorded that certain Declaration of Master Covenants, Conditions, and Restrictions for Skyliner Summit at Broken Top, on June 28, 2001, in the Official Records of Deschutes County, State of Oregon, at Volume 2001, Page 30940 (as amended or supplemented from time to time, the "Declaration").

B. Pursuant to Section 2.2 of the Declaration, Declarant desires to annex the property described in attached **Exhibit A** (the "Annexed Property") to the real property that is subject to the Declaration, upon the terms and conditions contained in this Supplemental Declaration. The Annexed Property has been platted to include single-family residential lots (the "Annexed Lots") and certain common area tracts identified in Article 5 hereof.

NOW, THEREFORE, Declarant hereby declares that the Annexed Property shall be held, sold and conveyed subject to the Declaration, this Supplemental Declaration, the Bylaws of Skyliner Summit at Broken Top Homeowners' Association and that the easements, covenants, restrictions and charges contained in the Declaration, the Bylaws and herein shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Annexed Property, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE 1 DEFINITIONS

Except to the extent otherwise defined herein, capitalized terms used in this Supplemental Declaration shall have the meanings given to such terms in the Declaration.

ARTICLE 2 ANNEXATION OF PROPERTY

The Annexed Property is hereby annexed to and made a part of the Property, and is owned and shall be owned, held, conveyed, hypothecated, encumbered, used, occupied and improved in perpetuity, subject to the easements, covenants, restrictions and charges contained in the Declaration, as modified or supplemented by the terms of this Supplemental Declaration.

Commencing as of the date hereof, all of the covenants, conditions and restrictions of the Declaration as modified or supplemented by the terms of this Supplemental Declaration shall apply to the Annexed Property in the same manner as if it were originally covered by the Declaration. Each of the Annexed Lots shall constitute a "Lot" under the Declaration.

### ARTICLE 3   MEMBERSHIP IN ASSOCIATION

The Owner of each Annexed Lot shall become a member of the Association and shall be entitled to voting rights as set forth in the Declaration and the Bylaws for Skyliner Summit at Broken Top (as the same may be amended from time to time, the "Bylaws"). Ownership of each Annexed Lot shall be subject to the terms of the Bylaws.

### ARTICLE 4   ASSESSMENTS

The Annexed Lots shall be subject to assessment in the manner and on the terms set forth in the Declaration. Assessments for the Annexed Lots shall commence on the day the plat for the Annexed Lots is recorded.

### ARTICLE 5   COMMON AREAS

The Common Areas included in the Annexed Property, and which shall be conveyed to the Association not later than the Turnover Meeting, are identified on the Plat as Tracts "W," "V," "X," "Y," "Z," and "ZA" and include all Improvements located thereon now or in the future.

### ARTICLE 6   DESIGN REVIEW

The Annexed Lots shall generally be exempt from (i) Design Review Committee oversight; and (ii) all Design Review processes and rules and regulations. Notwithstanding the foregoing, the Annexed Lots shall be subject to the following exterior architectural and landscaping components:

6.1.1   Hardi-plank siding, including Hardi-board and batt shall be an approved siding material in addition to cedar on all of the Lots except Lots 234 through 237, 260 and 261 which shall have cedar siding.

6.1.2   Roofing shall be 40-year architectural comp or tile at Purchaser's option except Lots 234 through 237, 260 and 261 which shall have tile roofs.

6.1.3   Exterior colors shall be chosen from a professionally-designed color palette approved by and available from the Skyliner Summit at Broken Top Design Review Committee.

6.1.4   Exterior overhangs, including both eaves and gables shall be 24".

6.1.5   Second story windows shall be centered over first story windows or aligned either left or right at owner's discretion.

6.1.6 Second story windows or dormers shall be centered over garage doors.

6.1.7 No slider windows may be used anywhere, except that sliding patio doors may be used.

6.1.8 Exterior rear and side trim detailing shall reflect the same trim details used on the front of the home, but in no case shall any trim be less than 1 X 4 nominal dimensions in size.

6.1.9 Where cedar shakes are used, the shakes shall be finished with a semi-transparent stain.

6.1.10 The exterior elevations of a home built on any Annexed Lot may duplicate the exterior elevations of homes built on other Annexed Lots, but in no case may an elevation duplication occur on an adjacent home, or on a home directly across the street or adjacent on either side to the home directly across the street. The same rule applies to the use of exterior colors.

6.1.11 Three (3) car garage-forward plans are allowed if there is at least two (2) feet of horizontal offset between the main garage door and the secondary door.

6.1.12 Lap siding shall be applied to all decks and stairs.

6.1.13 Columns shall be offset from line of decks and porches.

6.1.14 Lot coverage shall not exceed 40% including driveways, porches and decks.

6.1.15 Outriggers, where shown shall be 6 X 10, notched into fascia and shall not extend six (6) inches beyond the fascia.

6.1.16 Subject to approval by the City, setbacks for the Annexed Lots shall be as follows (all measurements from the applicable Lot boundary line): (i) 15 feet front yard to porch; (ii) 20 feet front yard to garage face; (iii) 5 feet interior side yards; and (iv) 15 feet side yards facing a street.

6.1.17 The footprint of a residence (including its garage, driveway, decks and porches) on any Annexed Lot shall not exceed more than forty percent (40%) of the total area of the surface of the lot on which it is situated. Each Annexed Lot shall be minimum of one-half (1/2) acre.

6.1.18 Subject to approval by the City, the proposed building heights shall not exceed thirty-five (35) feet as measured in the Bend Zoning Code.

## ARTICLE 7    AMENDMENTS

7.1    Term and Amendments. The covenants and restrictions of this Supplemental Declaration shall run with and bind the Annexed Property for so long as the Declaration is valid. This Supplemental Declaration may be amended in the same manner as the Declaration may be amended, pursuant to the terms of the Declaration; provided, however, any changes to Section 6 hereof, must also be approved by the owners of a majority of the Annexed Lots. Declarant reserves the right at any time to amend this Supplemental Declaration, or any amendment hereto, in order to correct scrivener's errors. In no event shall an amendment pursuant to this Section create, limit, or diminish Declarant's special rights without Declarant's written consent or change the boundaries of any Lot or any use to which any Lot is restricted unless the Owners of the affected Lots consent to the amendment.

7.2    Regulatory Amendments. Notwithstanding the provisions of Section 7.1 of this Supplemental Declaration, until the Turnover Meeting described in the Bylaws and Declaration, Declarant shall have the right to amend this Supplemental Declaration, the Declaration or the Bylaws in order to comply with the requirements of any applicable statute, ordinance, regulation or guideline of any department, bureau, board, commission or agency of the United States or the State of Oregon, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon that insures, guarantees or provides financing for a planned community or lots in a planned community or to comply with the Oregon Planned Community Act.

## ARTICLE 8    MISCELLANEOUS PROVISIONS

8.1    Non-Waiver. Failure by the Association or by any Owner of an Annexed Lot to enforce a covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.2    Construction; Severability. This Supplemental Declaration and the Declaration shall be liberally construed as one document to effect the annexation of the Annexed Property to the Property. Nevertheless, each provision of this Supplemental Declaration and the Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.


8.3    Run with Land. This Supplemental Declaration and the covenants, restrictions and changes described herein shall run with the land and shall be binding on the parties and any person acquiring any right, title, or interest in the Annexed Property.

8.4    Termination. This Supplemental Declaration shall terminate upon the termination of the Declaration in accordance with the terms thereof.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration  
as of the date first set forth above.

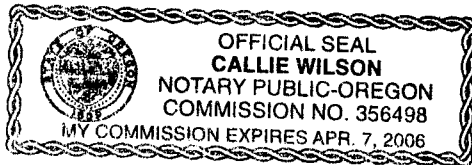
SKYLINER SUMMIT LIMITED PARTNERSHIP,  
an Oregon limited partnership

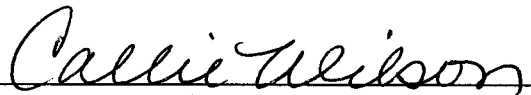
By Broken Top, Inc.,  
Its General Partner

By:   
T.B. Dame  
Owner's Representative

STATE OF OREGON            )  
  )ss.  
County of Deschutes    )

The foregoing instrument was acknowledged before me on this \_\_\_ day of  
November 2003 by T. B. Dame, the owner's representative of Broken Top, Inc., the general  
partner of Skyliner Summit Highlands Limited Partnership, on behalf of the limited partnership.

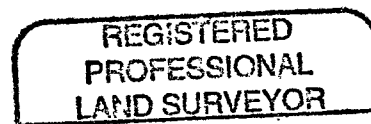


  
Notary Public for Oregon  
My Commission Expires: April 7, 2006

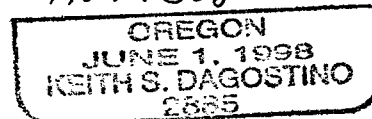
**Skyliner Summit Phase 10  
Legal Description**

All that portion of Tract 'X' of Skyliner Summit at Broken Top-Phase 1, located in the Southeast quarter of Section 36, Township 17 South, Range 11 East, and in the Southwest quarter of Section 31, Township 17 South, Range 12 East, Willamette Meridian, in the City of Bend, Deschutes County, Oregon, more particularly described as follows:

Skyliner Summit at Broken Top-Phase 10, as per plat recorded as Official Record 2003-41163, in Deschutes County, Oregon records.



*Keith Dagostino* 10-28-03



RENEWAL DATE: 12-31-03