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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SUMMER HAVEN (PHASE I)**

Recitals:

15/20 KNOX INVESTMENTS, LLC, hereinafter called the "Declarant," does declare as follows:

1. Declarant is the Seller and Developer of the real property in Deschutes County, Oregon, known as SUMMER HAVEN, as the same appears in the Official Plat recorded in Book 2005 at Page 35350, Official Records of Deschutes County, Oregon, and also as described on Exhibit "A," which is attached hereto and incorporated herein by reference.
2. Declarant desires to declare of public record its intention to create certain protective covenants, conditions and restrictions (CC&Rs) in order to effectuate a general scheme of development creating benefits and obligations for the owners of said property.

Section 1. Declaration

1.1 Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the real property which shall run with the land and shall inure to the benefit of each owner thereof. These easements and CC&Rs shall be binding upon all parties having any right, title or interest in and to the described properties, or any parts thereof, their heirs, successors and assigns.

1.2 Addition of Other Real Property by Grantor. Declarant may, at any time during the term of this Declaration, add all or a portion of any land now or hereafter owned by Declarant to the property which is covered by this Declaration, and upon recording of a notice of the addition of real property, as set forth below, the provisions of this Declaration specified in said notice shall apply to such added land in the same manner as if it were originally covered by this Declaration. Thereafter, to the extent this Declaration is made applicable thereto, the rights, powers and responsibilities of Declarant and owners of parcels

within such added land shall be the same as in the case of the land described in Exhibit "A." The notice of addition of real property referred to above shall contain at least the provisions.

(1) A reference to this Declaration stating the date of recording and the recording information where the Declaration is recorded.

(2) A statement that the provisions of this Declaration or some specified part thereof shall apply to such added real property.

(3) A legal description of such added real property.

(4) Such other or difference covenants, conditions and restrictions as Declarant shall, in its discretion, specify to regulate and control the use, occupancy and improvement of such added real property.

Section 2. Definitions

2.1 Summer Haven: The term "Summer Haven" shall mean all of the real property now or hereafter made subject to this declaration.

2.2 Declarant: The term "declarant" shall mean Knox Investments, LLC.

2.3 Block: The term "block" shall mean those areas designated as blocks on subdivision or partition maps according to the records of the City of Redmond.

2.4 Lot: The term "lot" shall mean each lot described on a subdivision plat or partition map to any alteration thereof as may be made by a valid lot line adjustment.

2.5 Declaration: The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Summer Haven.

2.6 Homesite: "Homesite" shall mean a lot as defined herein.

2.7 Owner: "Owner" shall mean and refer to either all holders of fee title to any lot, or any other person or persons entitled to possession of the lot pursuant to a contract or lease.

2.8 Improvements: The term "improvements" shall include, but not be limited to,

any buildings, outbuildings, private roads driveways, parking areas, fences, barriers, retaining walls, and stairs, desks, hedges, windbreaks, planting, planted trees, and shrubs, signs, storage areas, and all other structures, or exterior landscaping, vegetation, or ground cover of every type, and every kind above the land surface.

2.9 Streets: The term "streets" shall mean any street, highway, or other thoroughfare; within, or adjacent to Summer Haven, and shown on any recorded subdivision, or partition map, or survey map of record, whether designated thereon, as street, boulevard, place, drive, road, terrace, way, lane, circle, or otherwise.

Section 3. RESIDENTIAL COVENANTS

3.1 Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, or permitted to remain on lots 1-8, phase 1, other than one single family site built dwelling, not to exceed thirty (30) feet in height, and a private garage for not less than two (2) cars. Declarant reserves the right to deem certain lots north of Reindeer Street as duplex lots. The foregoing provisions shall not exclude construction of a private greenhouse, storage units, private swimming pools, or a shelter, or port for the protection of such swimming pool, provided the location of such structures is in conformity with the applicable municipal regulation, and is compatible in design, and decoration with the residence constructed on such lot, and has been approved by the Architectural Review Committee, as designated by Declarant.

3.2 Dwelling Size. The minimum square footage of any single family residence within this subdivision shall be 1,600 square feet. This minimum is exclusive of garages and open porches. The size of any permitted duplex or other structures shall be determined by the architectural guidelines.

3.3 Easements. Easements as shown on the subdivision plat shall be preserved by the respective lot owners. Sites improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his or her expense, except for improvement for which a public authority, or utility is responsible.

3.4 Offensive Activities. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done, grown, or placed upon any lot, which interferes with, or jeopardizes the enjoyment of other lot owners within the subdivision.

No firearms, air rifles, air pistols, archery equipment, sling shots, fireworks, or other

weapons or projectiles shall be used or discharged within Summer Haven, except in such areas as may be designated in writing by the Board of Directors.

3.5 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number (not to exceed three (3) dogs, cats or other household pets) may be kept, provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.

3.6 Signs. No signs shall be erected or maintained on any lot (excluding Summer Haven entry signs), except that not more than one "FOR SALE" or "FOR RENT" sign placed by the owners, Declarant or a licensed real estate agent, not exceeding 24 inches high and 36 inches long, may be temporarily displaced on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by an Owner or an appointee of Owner, provided the same shall not be a violation of the controlling governmental sign ordinances.

3.7 Parking. Parking of boats, trailers, motor homes, motorcycles, trucks, trucks and campers, and like equipment shall not be allowed on any part of the property, nor on public streets adjacent thereto, excepting only within the confines of an enclosed garage or behind a sight-obscuring fence of approved design. Each dwelling must have off-street parking spaces for at least three vehicles. Garage bays may be counted for the purposes of meeting this requirement.

3.8 Vehicles in Disrepair. No lot shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on any street for a period of in excess of 48 hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when due to its continued inoperability or significant damage it offends the occupants of the neighborhood.

3.9 Rubbish and Trash. No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets or on any lots.

3.10 Temporary Structures. No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.

3.11 Utilities. No outdoor overhead wire or service drop for the distribution of

electrical energy (with the exception of existing powerlines) or for telecommunication purposes, nor any pole, tower or other structure supporting said overhead wire shall be erected, placed or maintained within this subdivision. All owners of lots within this subdivision, their heirs, successors and assigns, shall use underground wires to connect their premises and the structures built thereon to the underground electric television cable or telephone utility facilities provided.

3.12 Completion of Construction. The construction of any building on any lot, including private lot drainage, sidewalk, painting and all exterior finish, shall be completed within six (6) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Review Committee.

3.13 Landscape Completion. All front, rear and side yard landscaping and tree removal must be completed pursuant to a landscaping plan approved by the Architectural Review Committee. The front yard and side yard on corner lots landscaping must be installed upon substantial completion of the residence. All remaining landscaping must be completed within six (6) months of occupancy of the dwelling. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable time, but only after a written application is made to the Architectural Review Committee and the Committee's approval is obtained.

3.14 Fences and Hedges. The maximum height of a site-obscuring fence or hedge on any lot shall be six (6) feet. The location of any fences or hedges erected shall be along the rear lot line and/or along the side lot lines or along easement lines if applicable, but said fence or hedge may not be placed forward of the front setback line for the residence. All fences shall be of wood construction. No fence, hedge or wall shall be erected without prior written approval of the Architectural Review Committee. Special rules may be adopted by the Architectural Review Committee for those lots abutting the Bonneville Power easement.

3.15 Antennas and Service Facilities. No exterior antennas or satellite dishes of any kind shall be permitted, except "Digital Satellite Systems" are permitted, except as may be required to be permitted under federal or state law. The dish may not exceed 25 inches in diameter. Clothes lines and other service equipment shall be screened so as not to be viewed from any street.

3.16 View. The height of vegetation and trees on a lot shall not substantially

restrict the view of other homes and property owners. The Architectural Review Committee shall be the judge of the suitability of such heights. If the Architectural Review Committee determines there is such restriction to the view of the other owners, written notice shall be delivered to the offending owner. If after thirty (30) days the vegetation or trees are not removed or reduced in height as directed by the ARC, the ARC shall enter the offending homesite, complete the removal or reduction, charging the owner of the homesite the reasonable costs for the work done. This section is not to be read as justification to create views not present when the homesite was originally purchased. Building height and sight limitations may be imposed by the ARC in order to preserve views and view corridors from neighboring homes, both existing and planned. The ARC shall be the sole judge of the building heights and sight limitations that may be imposed. This provision is not intended to imply that any property owner is entitled, as a matter of right, to a particular view corridor.

3.17 Use of Common Area. Use of the Common Area shall be in the sole discretion of the Declarant until such time as the Declarant turns over the Common Area to the control of the Architectural Review Committee. No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Common Area or upon any lot, except in accordance with the initial construction of the improvements located thereon or as approved by the Association's Architectural Review Committee, or their designated representatives. No antennas may be erected upon the Property, except the Association may erect a master antenna serving the members. Each owner shall be responsible for picking up pet waste that may be deposited onto common areas. Except for the right of ingress and egress, the owners of lots may use the property outside their respective lots only in accordance with reasonable regulations as may be adopted by the Association's Board of Directors, or as is expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this Section is for the mutual benefit of all owners and is necessary for the protection of all owners.

Section 4. Architectural Review Committee ("ARC")

4.1 Architectural Review. No improvement, including storage shelters, shall be commenced, erected, placed or altered on any lot until construction plans and specifications and a plat showing the nature, shape, heights, material, colors and proposed location of the structure or change have been submitted to and approved in writing by the Architectural Review Committee. It is the intention and purpose of this covenant to assure quality of workmanship and materials, harmony and external design with the existing structures as to location, topography and finished grade elevations to avoid plan repetition. In all cases, the Architectural Review Committee's consent is required.

4.2 Architectural Guidelines. The development concept for Summer Haven shall be determined by Declarant in accordance with applicable statutes, ordinances, regulations, zoning and other governmental land use controls. Architectural guidelines setting forth various aspects of the development concept, in addition to this Declaration, may be published from time to time by Declarant, but Declarant shall not be required to do so. Declarant shall have the right to alter, rescind or amend any published guidelines without prior notice to any party; provided, however, that once approval has been given pursuant to paragraph 4.1 above, work may proceed in accordance with the approved plans and drawings notwithstanding any changes in the development concept. All such guidelines shall be in general conformity with this Declaration.

4.3 Major Construction. In the case of initial or substantial additional construction of a dwelling, the owner shall prepare and submit to the Architectural Review Committee such plans and specifications for the proposed work as the Committee may require. Materials required by the Committee may include, but not necessarily be limited to the following:

- (A-1) A Plan indicating location of all improvements, including private drainage.
- (A-2) Drawings showing elevations, exterior materials and exterior color scheme of all improvements, including the mailbox-newspaper structure and fencing.
- (A-3) Drawings showing yard landscape design and location, including a description of plant materials.

The Architectural Review Committee shall render its decision with respect to the proposal after it has received all required materials.

4.4 Minor Construction. In the case of minor additions or remodeling, change of existing exterior color scheme or exterior materials, greenhouse, swimming pools, construction or any other work not referred to in Paragraph 4.3 above, the owner shall submit to the Architectural Review Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Architectural Review Committee shall render its decision with respect to the proposal after it has received all material required by it with respect thereto.

4.5 Architectural Review Committee Decision. The Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that Declarant intends for the subdivision. The Committee will take into account considerations such as siting, shape, size, color, design, height and impairment of the view from other lots within this subdivision. Effects on the enjoyment of other lots or other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

4.6 Inspection. All work related to any building, structure or improvement or any landscaping, vegetation, ground cover or other improvements within Summer Haven shall be performed in strict conformity with the plans and drawings approved under paragraph 4.3 or 4.4 above. The Committee shall have the right to inspect any such work to determine its conformity with the approved plans and drawings, and reserves the right to order a stop to all work, if, in good faith, it believes that any such work is non-conforming. In the event that it is determined in good faith by the Committee that certain work is non-conforming, a stop work notice may be issued, without necessity of court order, which shall require the owner to correct all non-conforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such non-conforming items shall be deemed a breach of this Declaration. The Declarant or officer, director, employee, agent or servant of Declarant or Committee members shall not be responsible for any damages, loss, delay, cost or legal expense occasioned through a stop work notice given in good faith even if it is ultimately determined that such work was in conformity with the approved plans and drawings.

4.7 Waiver. Any condition or provision of paragraphs 4.2 through 4.4 above, may be waived by Declarant or the Committee in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for Summer Haven. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedures and approvals specified under paragraphs 4.2 through 4.4. The granting of a waiver as to one owner shall not automatically entitle any other owner to the waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representative of Declarant or the Committee and delivered by certified mail to the party claiming the benefit of such waiver.

4.8 Effective Period of Consent. The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has commenced or the owner has applied for an received an extension of time from the Committee.

4.9 Membership: Appointment and Removal. The ARC, also referred to as the "Committee," shall consist of as many persons as the Declarant or the Directors may from time to time appoint. The Directors shall appoint the ARC following turnover by the Declarant. The Association or Directors shall keep on file at its principal office a list of names and addresses of Committee members. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these Covenants.

4.10 Liability. Neither the ARC, nor any member thereof, shall be held liable to any owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Committee or a member thereof, provided that the member has, in accordance with actual knowledge possessed by him, acted in good faith.

4.11 Action. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto. All decisions shall require majority approval by the Committee.

Section 5. Determination of Declarant's Role

5.1 Declarant's Control. At such time as the Declarant shall no longer desire to exercise the architectural, landscaping, signing and lighting controls over any lots within Summer Haven, Declarant, after given such notice as may be required by applicable law, shall cause to be recorded in the official records of Deschutes County, Oregon, a declaration stating that Declarant no longer desires to exercise any further controls over development in Summer Haven. Recordation of such a declaration shall formally terminate Declarant's interest and all rights of architectural, landscaping, signing and lighting controls, as well as any other duties of Declarant under this declaration. Notice of Declarant's intent to relinquish control shall comply with applicable state law.

Section 6. Formation of SHHOA

6.1 Upon formal termination of Declarant's control, Declarant shall form an Oregon non-profit association called Summer Haven Homeowners Association. The SHHOA shall succeed to all powers, responsibilities and rights of Declarant under this declaration with respect to the exercise of architectural, landscaping, signing and lighting controls.

6.2 Within thirty (30) days after the commencement date of SHHOA, the initial Board of Directors shall be elected. Persons eligible for the initial SHHOA shall be limited

to owners of any lot within Summer Haven. Declarant shall solicit from and circulate to all lot owners a list of nominees for the initial Board of Directors' positions within the thirty (30) day SHHOA organizational period. Declarant shall then conduct an election of the initial Board of Directors. The five nominees obtaining the five highest vote totals shall constitute the initial Board of Directors.

6.3 The total number of votes entitled to be cast for each director's position shall be based upon the total number of lots within Summer Haven. Each lot owner shall have the right to cast one vote for each lot owned. The initial Board of Directors shall meet within ten (10) days after their election and may at that time adopt any governing documents including bylaws, guidelines, procedures, rules and regulations, relating to the architectural, landscaping, signing and lighting controls within Summer Haven.

6.4 Failure to Organize. In the event Declarant is unsuccessful in organizing the Board of Directors of SHHOA within the thirty (30) day organization period specified above, Declarant shall have no further responsibilities relating to SHHOA and the SHHOA Board of Directors shall be organized exclusively by the owners of lots within Summer Haven. Such failure of organization of the SHHOA Board of Directors shall not affect the existence of SHHOA or the effectiveness of this Declaration.

Section 7. Membership and Voting Rights in SHHOA.

7.1 Membership. Every person or entity who is the record owner of a fee or undivided fee interest in any lot that is subject to this Declaration shall be deemed to have a membership in the Association at such time as it is formed. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one (1) membership per lot owned. In the event the Owner of a lot is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote for each class of membership applicable to a particular lot be cast for each lot.

7.2 Voting. Each owner shall have one (1) vote for each lot they may own, including the Declarant.

Section 8. Maintenance.

8.1 Association's Responsibility. Following turn-over by the Declarant, the Association shall maintain and keep in good repair the Common Areas, with such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures and improvements situated upon the Common Area. The Association shall further be responsible for enforcement of these conditions, covenants and restrictions, including Section 3 hereof.

8.2 Owner's Responsibility. Except as provided in 8.1 above, all maintenance of the Lot and all part of the residence thereon shall be the responsibility of the Owner, and each Owner shall maintain and keep in good repair such property and improvements.

Section 9. Assessments.

9.1 Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

9.2 Creation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges, interest, not to exceed the maximum legal rate, costs and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made.

9.3 Computation of Assessment. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each member at least thirty (30)

days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a Majority of the Owners. Notwithstanding the foregoing, however, in the event the membership disapproved the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

9.4 Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments in any year. So long as the total amount of special assessments allocable to each Lot does not exceed Five Hundred Dollars (\$500) in any one fiscal year, the Board may impose the special assessment. Any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation shall be effective only if approved by a majority of the members. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

9.5 Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the land records of Deschutes County, Oregon, and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

9.6 Effect of Non-Payment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, not to exceed the maximum legal

rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage or convey the Lot. No Owner may waive or otherwise except liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot.

All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due.

9.7 Subordination of the Lien to First Deeds of Trust and First Mortgages. The lien of the assessments, including interest, late charges, costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a lot obtains title, his or her successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all the Lots, including such acquirer, his or her successors and assigns.

9.8 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots then existing and subject to assessment under the Declaration on the first day of the month following the conveyance of the first Lot by the Declarant, and shall be due and payable in a manner and on a schedule as the Board

of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. The date any Lot becomes subject to assessment hereunder shall be the date on which the later of the following occurs:

(a) The Lot becomes subject to the Declaration; or

(b) The appropriate official of City of Redmond, Oregon, issues a certificate of occupancy or its equivalent stating that the unit is substantially complete and available for occupancy.

9.9 Assessments Paid by Declarant.

(a) After the commencement of assessment payments as to any Lot, Declarant, if any, covenants and agrees to pay fifty percent (50%) of the annual assessment for each occupied Lot it owns; notwithstanding anything contained herein to the contrary, the Declarant shall not pay any assessment on vacant Lots.

(b) Notwithstanding anything to the contrary herein, the Declarant may contribute assessments due from it in services or materials or a combination of services and materials, rather than in money (herein collectively called in-kind contribution). The amount by which monetary assessments shall be decreased as a result of any in-kind contribution shall be the fair market value of the contribution. If the Declarant and the Association agree as to the value of any contribution, the value shall be as agreed. If the Association and the Declarant cannot agree as to the value of any contribution, the Declarant shall supply the Association with a detailed explanation of the service performed and material furnished, the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors approved by the Declarant who are in the business of providing such services and materials. If the Association and the Declarant are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

Section 10. Effect of Declaration

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in Summer Haven and shall bind, benefit and burden each lot in Summer Haven, including any additions thereto. The terms of this Declaration shall inure to the benefit and shall bind Declarant, all successors and assigns of Declarant and all owners of any lot in Summer Haven, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right, title or

interest or use in or to any real property in Summer Haven. The use, restrictions and regulations set forth in this Declaration shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as Summer Haven and their successors in interest as set forth in this Declaration, including any person who holds such interests as security for the payment of an obligation including any mortgagee or other security holder in actual possession of any lot by foreclosure or otherwise and any other person taking title from such security holder.

Section 11. General Provisions

11.1 Term and Amendment. These covenants and restrictions shall run with and bind all the property within this subdivision for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration, or parts hereof, can be terminated, revoked or amended only by duly recording an instrument which contains the amendment or the order of revocation or termination and which is signed by the owners of 75% of the owners of the lots within Summer Haven. The Declarant has the sole and exclusive authority to terminate, revoke or amend these covenants and restrictions until Declarant has formally terminated his control.

11.2 Recordation of Amendment. Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

11.3 Enforcement. In the event of any violation of the provisions of this Declaration, the Declarant, the Association or any other person or persons owning real property within the subdivision may, at their option, exercise the right to enforce these covenants by bringing action in a court of law. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action brought to enforce the provisions of the Declaration shall be entitled to recover all costs, including reasonable attorney's fees incurred.

11.4 Severability. Invalidation of any one of these covenants by judgment or court order shall in no event affect any of the other provisions, which shall remain in full force and effect.

11.5 Limitation of Liability of Declarant. Neither Declarant nor any officer or director thereof shall be liable to any owner on account of action or failure to act by

Declarant in performing his duties or rights hereunder; provided that Declarant has, in accordance with actual knowledge possessed by him, acted in good faith.

IN WITNESS WHEREOF, the parties hereto have set their hands this 6 day of June, 2004.

KNOX INVESTMENTS, LLC

Gary Knox

Gary Knox, Member

STATE OF OREGON)

) ss.

County of Deschutes

On this 6 day of JUNE, 2004, before me personally appeared Gary Knox, who being duly sworn, stated that he is the member of Knox Investments, LLC, an Oregon limited liability company, and acknowledged the foregoing instrument to be the voluntary act and deed of the company, executed by authority of its board of directors.

Christi E. Soll
Notary Public for Oregon



DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-35350



\$71.00

0036913620050353500010015

06/06/2005 04:25:58 PM

D-PLAT Cnt=1 Str=23 TRACY

\$50.00 \$11.00 \$10.00

This is a Cover Sheet for

Document # 2005 - 35350

The document is a Subdivision Plat:

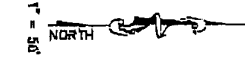
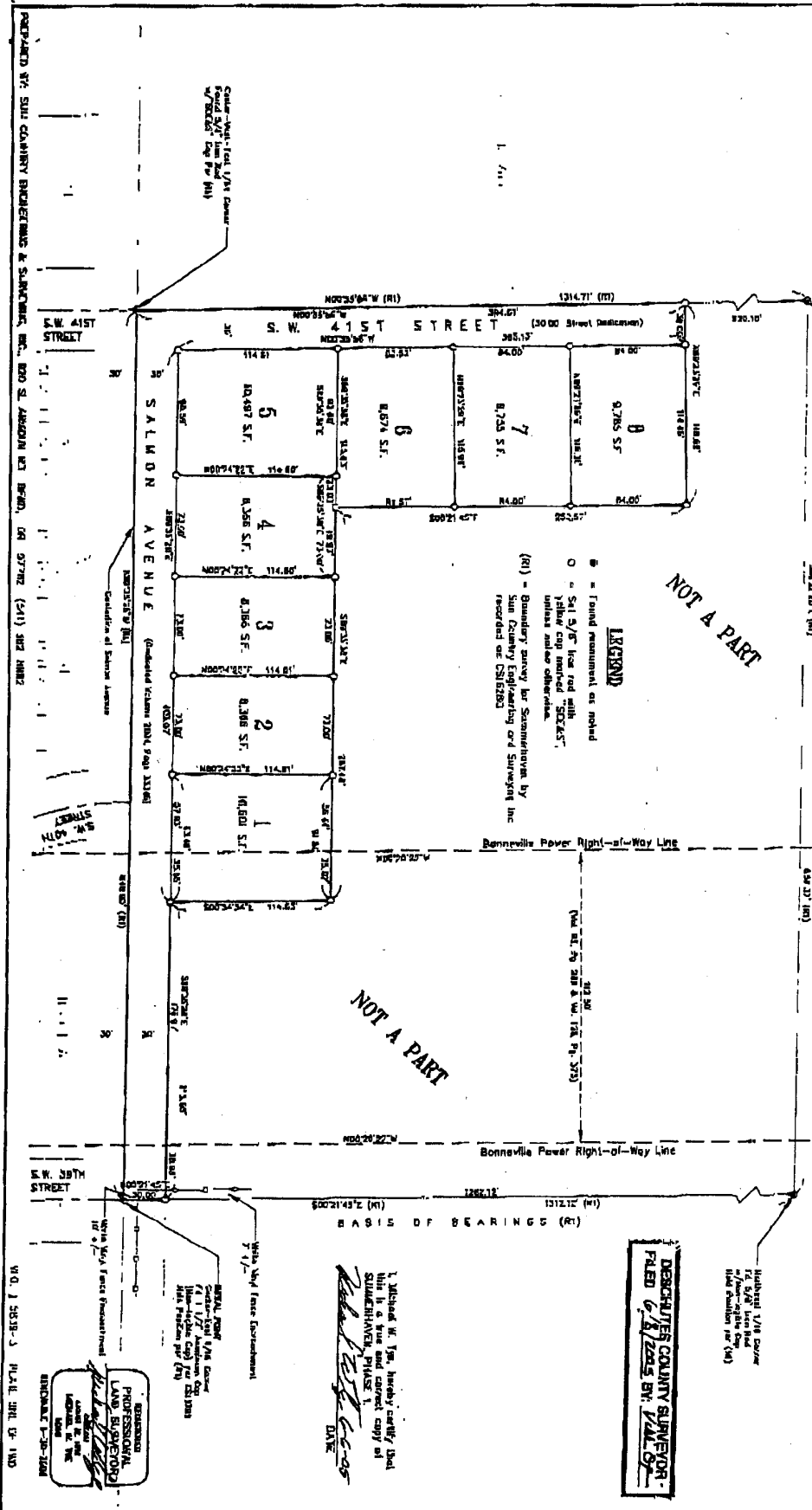
Summerhaven Phase 1

Plat Cabinet G Page 700

(Certified copies located in Subdivision Mylar Book 15 Pages 406 to 407)

Deschutes County Clerk
Official Records

4516157



NOTE 1:
Easements per Volume 88, Page 280, and Volume 126, Page 375, Deschutes County Records on the Benevolent Power for Power Recovery System lines. This easement was recorded by said recorded documents and their fee to section corner of Section 19.

NOTE 2:
Easement per Volume 251, Page 255, and Volume 281, Page 1374, Deschutes County Records for roadway and utility purposes and right-of-way ditch. The easement does not effect the platted property.

NOT A PART

NOT A PART

LEGEND

- = Found monument as noted
- = 5/8" line and with yellow cap marked "DECK"
- (R1) = Boundary survey for Summerhaven by Sun County Engineering and Surveying Inc recorded as OS15283

SUMMERHAVEN, PHASE 1
 SUB 03-12(D) APRIL 24, 2005
 LOCATED IN THE EAST ONE-HALF
 OF THE SOUTHWEST ONE-QUARTER OF THE
 NORTHEAST ONE-QUARTER OF SECTION 19,
 TOWNSHIP 15 SOUTH, RANGE 13 EAST,
 WILLAMETTE MERIDIAN, CITY OF REDMOND,
 DESCHUTES COUNTY, OREGON

DESCHUTES COUNTY SURVEYOR
 FILED 6/13/05 BY VAL G...

I, Michael W. Tom, hereby certify that this is a true and correct copy of the original survey for Summerhaven, Phase 1.
 Michael W. Tom
 DATE

REGISTERED PROFESSIONAL LAND SURVEYOR
 MICHAEL W. TOM
 LICENSE NO. 1000
 BUREAU OF LAND MANAGEMENT
 BLM/REGISTRATION DIVISION
 1000 N. 10TH STREET, SUITE 100
 REDMOND, OREGON 97756

DESCHUTES COUNTY CLERK, CLERK
 BUREAU OF LAND MANAGEMENT
 1000 N. 10TH STREET, SUITE 100
 REDMOND, OREGON 97756
 503-754-2100

G-700

1574753

SURVEYOR'S CERTIFICATE

I, Richard K. Fry, a Registered Professional Land Surveyor in and for the State of Oregon, being first duly sworn, depose and say that I or those under my direct supervision have carefully surveyed and marked all legal monuments the last shown on this subdivision plat map and the following is a true and correct description of said land to-wit:

A tract of land lying in the East One-Eighth of the Southeast One-Quarter of the Northwest One-Quarter (E 1/2 SW 1/4 NE 1/4) of Section 19, Township 15 South, Range 13 East, Wallowa County, Oregon, more particularly described as follows:

Beginning at the initial point, being a 1.177' American Con. for the Center-East One-Eighth (1/8) corner of Section 18, Township 15 South, Range 13 East, Wallowa County, Oregon, thence along the center line of said Section 18 North 88°55'28" West 648.50 feet to the Center-East One-Eighth (1/8) corner, thence along the West line of the East One-Eighth of the Southeast One-Quarter of the Northwest One-Quarter of said Section 19 North 88°55'28" West 148.66 feet; thence South 88°55'28" East 114.63 feet; thence South 88°55'28" East 218.85 feet to a point on the East line of said East One-Eighth, thence along said East line South 88°55'28" East 3.41 feet to the initial point, containing 2.41 acres, more or less.

SURVEYOR'S NARRATIVE

The purpose of this survey was to subdivide that parcel described in the SURVEYOR'S CERTIFICATE. Control for this survey was based on the boundary survey by Sun Country Engineering and Surveyors, P.C. for the land shown on the subdivision record as OS10200. Wallowa County records show the corners of this survey are as shown on the subdivision plat.

DECLARATION

I, RICHARD K. FRY, BY THESE PRESENTS, that GARY WAYNE KROK, as owner in fee simple, has caused this subdivision plat to be published in the public domain in accordance with the provisions of Chapter 92, and hereby dedicates to the public forever the street as shown on and hereby tenderly submit for approval and record said plat of SUBDIVISION PLAT 1, Map No. 10 to be as shown.

Gary Wayne Krok
GARY WAYNE KROK
Date 05/01/05

ACKNOWLEDGEMENT

I, R. K. Fry, duly of Oregon, 2005, before me a Notary Public in and for the State of Oregon, personally appeared GARY WAYNE KROK, to me personally known or proved to me by satisfactory evidence to be the individual person herein described, who executed the foregoing declaration and acknowledged to me that he did so freely and voluntarily for the purpose therein framed.

David L. Thompson
Notary Public for the State of Oregon
My Commission Expires June 13, 2008
Commission No. 551928

APPROVAL:

SUMMERHAVEN, PHASE 1
SUB 03-12(D) APRIL 28, 2005
LOCATED IN THE EAST ONE-HALF
OF THE SOUTHWEST ONE-QUARTER OF THE
NORTHEAST ONE-QUARTER OF SECTION 19,
TOWNSHIP 15 SOUTH, RANGE 13 EAST,
WALLOWA COUNTY, CITY OF REDMOND,
DESCHUTES COUNTY, OREGON

Richard K. Fry
RICHARD K. FRY, SURVEYOR
Date 5/13/05

John A. ...
CITY OF REDMOND
Date 6/6/05

...
CITY OF REDMOND
Date 6/6/05

...
CITY OF REDMOND
Date 6/6/05

...
CITY OF REDMOND
Date 6/6/05

DESCHUTES COUNTY SURVEYOR
FILED 6/13/05 BY: [Signature]



CS-1480

WD 2 2829-3 PLATE TAB 01 144