



AFTER RECORDING, RETURN TO:

Sun Meadow Owners Association
c/o Crystal Lake Property Management
PO Box 7384
Bend OR 97708-7384

AMENDMENT
TO THE
DECLARATION OF ANNEXATION TO
SUN MEADOW NO. 3

THIS AMENDMENT TO THE DECLARATION OF ANNEXATION TO
SUN MEADOW NO. 3 is made as of this 30 day of June, 2005, by ELK HORN
DEVELOPMENT LLC; an Oregon limited liability company ("Declarant").

Declarant is the declarant under the Declaration of Protective Covenants,
Conditions, Restrictions and Easements of Sun Meadow recorded February 27, 2004 in
the Records of Deschutes County, Oregon, as Document No. 2004-10601 (the
"Declaration").

Declarant recorded the Declaration of Annexation to Sun Meadow No. 3 on
February 8, 2005 in the Records of Deschutes County, Oregon, as Document No. 2005-
07665 (the "Annexation").

Declarant wishes to amend the Land Classifications and Restrictions on Use in the
Annexation.

NOW, THEREFORE, Declarant hereby declares the following areas of the
Annexation shall be amended to read as follows:

1. **PROPERTY ANNEXED.** Declarant hereby declares that all of the property
described below shall be annexed to Sun Meadow 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:

Sun Meadow No. 3 located in Deschutes County, Oregon

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15 OREGON AVENUE, BEND

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 56 through 71, Lots 85 – 90, and 96 - 103 of the Additional Property;
- 2.2 **Passive/Active Easement Lots, which consist of Lots 72 through 84 and 91 - 95;**
- 2.3 Common Areas, which consist of Tract G, H, and K of the Additional Property;
- 2.4 Limited Common Areas, which consist of Tracts I and J of the Additional Property;
- 2.5 Common Easement Areas, which consists of the section of Right of Way, from the curb to the property line, on Brosterhous Road along the front of the Sun Meadow Plats.
- 2.6 Public Areas, which shall be each of the streets as shown on the Plat of the Additional Property.

3 **RESTRICTIONS ON USE.**

- 3.1 Each of the Lots and Zero Lot Line Lots in the Additional Property shall be subject to the use restrictions set forth in the Declaration.
- 3.2 Pursuant to Article 4.7 of the Declaration, Lots 71 through 84, together with Lots 5 through 18 of the Initial Development, shall be subject to a reciprocal access easement over Tract A.
- 3.3 Pursuant to Article 4.7 of the Declaration, Lots 59 through 61 shall be subject to a reciprocal access easement over Tract I.
- 3.4 Pursuant to Article 4.7 of the Declaration, Lots 90 through 95 shall be subject to a reciprocal access easement over Tract J.
- 3.5 Pursuant to Article 6.14 of the Declaration, Lot 96 through 103 shall have fencing installed by the Declarant. Owners are prohibited from removing their fence unless it is for fencing replacement, which must exactly match the fence type and size originally installed. All fencing shall be maintained in a good and attractive condition.
- 3.6 Pursuant to Article 9.1 of the Declaration, the Association shall maintain the staining and graffiti removal of the fencing. The Association shall perform inspections of this fencing on a monthly basis. Maintenance shall be limited to the side of the fence facing the road.

- 3.7 The Passive/Active Easement Lots shall be subject to the following Side Yard Easement: A designation of Active Lot or Passive Lot has been recorded under a Declaration of Side Yard Easement for each of these lots. The Passive Lot and the Active Lot are adjoining lots with a Common Boundary. The Active Lot shall have a perpetual, exclusive easement for the purposes set forth in this Declaration over and upon a strip of land on the Passive Lot 4 feet in width along and adjacent to the Common Boundary to the rear lot line of the Passive Lot, but excluding any area between the front lot line and any fence installed on the passive Lot with the approval of the Architectural Review Committee (the Easement Area). The Easement Area however shall exclude any fireplace chimney chases located within such 4 foot strip and any projections for building roof overhangs or minor building projections.

The Easement Area may be used by the Active owner as a private yard in conjunction with the Active Lot Owner's Active Side yard, subject to the following restrictions:

1. No permanent structure of any kind may be placed within the Easement Area other than fencing. Patio and parking slabs, if constructed, shall be no closer than three feet from the wall of the house on the Passive Lot and other than ordinary landscaping features.
2. The Active Lot Owner may not attach anything to the wall of the house located on the Passive Lot.
3. The Active Lot Owner may not engage in any activity that might damage or be detrimental to the house located on the Passive Lot.
4. The Active Lot Owner may not change the grade of the Easement Area nor disturb the downspouts or drain tiles located on the Easement Area.

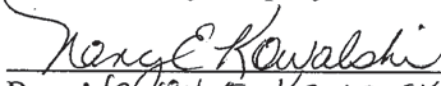
Notwithstanding any other provision of this Side Yard Easement, the Passive Lot Owner shall be entitled to access upon the Easement Area for the purpose of constructing, repairing and maintaining the house constructed or to be constructed on the Passive Lot. In addition, the Passive owner shall not be deemed to be in breach of this Side Yard Easement as a result of minor construction encroachments. The Passive and Active Lot Owner shall cooperate in the scheduling of

maintenance by Passive Lot Owner within the Easement Area. Access requested by the Passive Lot Owner shall not be unreasonably withheld by the Active Lot Owner. The Active Lot Owner shall be responsible for maintaining the Easement Area in a neat and trimmed condition as part of the Active Owner's Active Side Yard.

In the event of any disputes between the Owners regarding either Owner's use of the Side Yard Easement Area, such dispute shall be submitted to the board of directors of the Association, whose determination shall be final.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Annexation as of the day first written above.

ELK HORN DEVELOPMENT LLC, an Oregon
limited liability company


By: NANCY E. KOWALSKI
Its: LAND ACQUISITIONS MANAGER

STATE OF OREGON

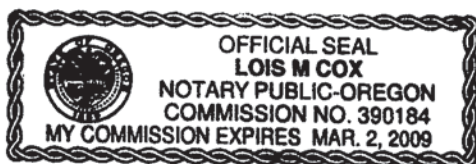
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County of Deschutes

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The foregoing instrument was acknowledged before me this 30th day of June, 2005, by Nancy E. Kowalski as Land Acquisitions Manager of Elk Horn Development LLC, an Oregon limited liability company, on its behalf.



Lois M. Cox

Notary Public for Oregon

My Commission Expires: 3-2-09