

After Recording, Return to:
Hayden Homes, LLC
Attn: Eric Peterson
2464 SW Glacier Place, Suite 110
Redmond, Oregon 97756

Deschutes County Official Records		2015-011449
D-CCR		04/01/2015 02:16:10 PM
Stn=4 BN		
\$35.00 \$11.00 \$10.00 \$6.00 \$21.00		\$83.00
I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.		
Nancy Blankenship - County Clerk		

**DECLARATION OF ANNEXATION OF REAL
PROPERTY TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SUMMIT CREST PHASE I**

THIS DECLARATION OF ANNEXATION OF REAL PROPERTY TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMIT CREST PHASE I (this "Declaration of Annexation") is made effective as of the date of its recording in the deed records of Deschutes County, Oregon, by the Summit Crest Homeowners Association, Inc. ("Association") and Hayden Homes, LLC, an Oregon limited liability company, as the owner of the real property subject to this Declaration of Annexation ("Owner").

RECITALS:

A. The Association governs a residential subdivision known as *Summit Crest* (the "Subdivision") that was created through the recording of that certain: (i) plat of Summit Crest Phase 1, recorded February 22, 2007 as Instrument No. 2007-10858, in Cabinet H, page 254 in the plat records of Deschutes County, Oregon (the "Plat"), and (ii) the Declaration of Covenants, Conditions and Restrictions for Summit Crest Phase I recorded on February 23, 2007 as Document Number 2007-11054 in the real property records of Deschutes County, Oregon (the "Declaration").

B. The Association now desires to annex the following described real property into the Subdivision pursuant to its right of annexation as specified in Article 2, Section 2.2 of the Declaration (property described collectively hereafter as the "Phases 2-5 Property"):

- Lots 79 through 101, SUMMIT CREST PHASE II, City of Redmond, Deschutes County, Oregon ("Summit Crest Phase 2"); together with
- The undeveloped real property described on Exhibit A attached hereto ("Summit Crest Phases 3-5").

Return to: 

NOW, THEREFORE, the Association hereby declares the following pursuant to its right of annexation under Article 2 of the Declaration:

1. **Annexation.**

1.1 The Phases 2-5 Property is hereby annexed into the Subdivision and is subject to all of the terms of the Declaration (except has modified in Section 1.2 below). Each lot shown on a current or future plat for the Phases 2-5 Property shall be a "Lot" as defined in Section 1.13 of the Declaration, and the individual recorded plats for the Phases 2-5 Property shall each be a "Plat" as defined in Section 1.18 of the Declaration.

1.2 Pursuant to the Association's right to establish additional or different limitations, uses, restrictions, covenants and conditions pertaining to newly annexed land, the Phases 2-5 Property shall be subject to the following alternative conditions which the Association deems appropriate for the development of the annexed property. The conditions and restrictions specified in this Section 1.2 shall supersede and replace any inconsistent terms or obligations specified in the Declaration and Plat:

(a) No funds or assessments shall be levied against a Lot within the Phases 2-5 Property, under Article 10 of the Declaration, until such time as Owner completes the construction of a residential home on said Lot and conveys such Lot/home to a third party buyer. The right of the Association to levy funds and assessments against an individual Lot in the Phases 2-5 Property shall commence upon the date Owner sells a Lot/home to a third party. The Association will redistribute assessments within the Subdivision on an annual basis based on the number of Lots eligible for assessment at the time of redistribution.

(b) Lots within the Phases 2-5 Property shall be subject to the limitation on the "Rental of Homes" (including the, "Limitation/Cap Regarding Investment Property") as specified in Section 4.6 of the Declaration. The owners of individual Lots within the Phases 2-5 Property shall be required to maintain the private storm water drains that are located on their individual Lot. The individual Lot owners shall be responsible to clear and maintain the screens on their private storm water drains so as to facilitate the conveyance of drainage water. The Association shall be responsible for the ongoing upkeep and maintenance of the drywells and associated storm water drainage infrastructure that is located within the road right-of-way and common areas.

(c) Owner, or its successor in interest, agrees to construct a variety of different floor plans and home elevations within the Phases 2-5 Property. No more than forty percent (40%) of the homes constructed by Owner in the Phases 2-5 Property may utilize the same floor plan. For so long as Owner continues its construction activity within the Phases 2-5 Property, Owner agrees to meet with the Association's Board of Directors on a quarterly basis to discuss architectural topics pertinent to the well- being of the Subdivision.

(d) Subject to the limitation specified in Section 1.2(c) above, Owner shall have full discretion to design and construct any homes it deems appropriate and suitable

based on physical and market conditions pertaining to individual Lots and homes within the Phases 2-5 Property. Owner's design and construction of homes within the Phases 2-5 Property shall be exempt from any Architectural Review and/or Design Review approval as specified or required in Article 6 of the Declaration. After the initial sale of a home by Owner to a third party buyer, any future alterations of said home shall be governed by Article 6 of the Declaration.

(e) For so long as Owner's construction activity continues in the Phases 2-5 Property, Owner shall have the following rights of the "Declarant" as specified in "Declarant's Special Rights"- Section 9.2 (Marketing Rights), 9.4 (Appearance and Design of the Property) and 9.5 (Construction by Declarant).

2. **Future Plats- Summit Crest Phases 3-5.** Owner, at its sole cost and expense, shall be responsible to develop and record a Plat for each of Summit Crest Phases 3-5. Owner agrees to plat Summit Crest Phases 3-5 in substantial conformance with the tentative plat approval provided by the City of Redmond in File SUB 05-14 and the Revised Tentative Plat dated July 18, 2006, as modified in the City of Redmond Decision for 711-15-000005-MC (Minor Alteration affecting the approved land use decision SUB 05-14). Owner, in its sole discretion, may make future modifications to the tentative and/or final approved Plats for Summit Crest Phases 3-5, so long as such modifications are approved by the City of Redmond in conformance with all applicable land use requirements.

3. **Miscellaneous.**

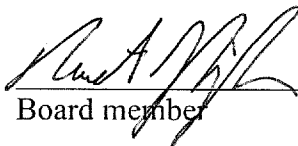
3.1 All capitalized terms not defined in this Declaration of Annexation shall have the meaning ascribed to such terms in the Declaration.

3.2 In the event of a conflict between the terms of the Declaration and the terms of this Declaration of Annexation, the terms of this Declaration of Annexation shall prevail with respect to the Phases 2-5 Property.

IN WITNESS WHEREOF, the Association and Owner have executed and delivered this Declaration of Annexation as of the day and year first above written.

ASSOCIATION

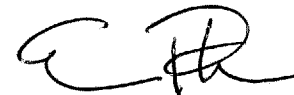
Summit Crest Homeowners Association, Inc.
Board of Directors

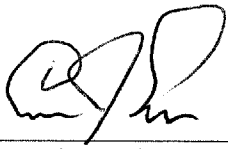

Board member

Robert J. Matka

OWNER:

HAYDEN HOMES, LLC
an Oregon limited liability company

By: 
Name: ERIC PETERSON
Title LAND DEVELOPMENT MANAGER



EVERETT J. SMITH

Board member

 Jim Donohue

Board member



Board member

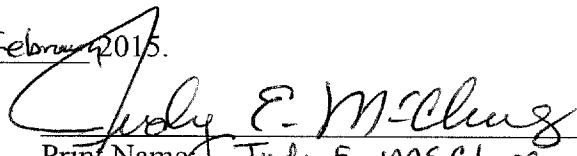
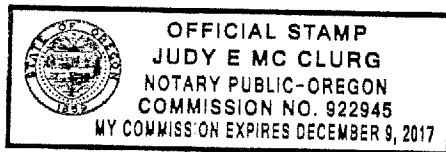
Board member

ACKNOWLEDGMENTS

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on February 19, 2015 (date) by Robert J. Majka as board member of the Summit Crest Homeowners Association, Inc. Board of Directors.

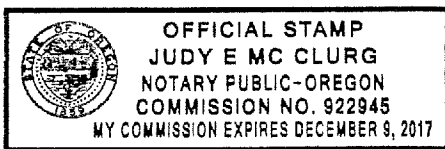
Dated this 19th day of February 2015.


Print Name: Judy E. McClurg
Notary Public in and for the State of Oregon
My Commission expires: December 9, 2017

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on February 19, 2015 (date) by
Everett J. Smith as board member of the Summit Crest Homeowners
Association, Inc. Board of Directors.

Dated this 19th day of February 2015.

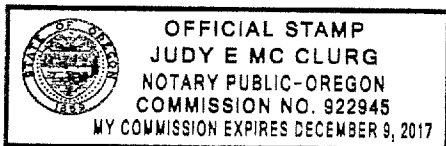


Judy E. McClurg
Print Name: Judy E. McClurg
Notary Public in and for the State of Oregon
My Commission expires: December 9, 2017

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on February 19, 2015 (date) by
Jim Donohue as board member of the Summit Crest Homeowners
Association, Inc. Board of Directors.

Dated this 19th day of February 2015.

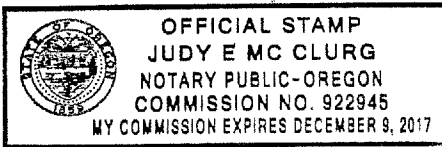


Judy E. McClurg
Print Name: Judy E. McClurg
Notary Public in and for the State of Oregon
My Commission expires: December 9, 2017

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on February 19, 2015 (date) by
David Ludi as board member of the Summit Crest Homeowners
Association, Inc. Board of Directors.

Dated this 19th day of February 2015.



Judy E. McClurg
Print Name: Judy E. McClurg
Notary Public in and for the State of Oregon
My Commission expires: December 9, 2017

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on _____ (date) by
_____ as board member of the Summit Crest Homeowners
Association, Inc. Board of Directors.

Dated this ____ day of _____ 2015.

Print Name:
Notary Public in and for the State of Oregon
My Commission expires: _____

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on February 17 2015 (date) by
Eric Peterson of HAYDEN HOMES, LLC, an Oregon limited liability company.

Dated this 17th day of Feb 2015.

Kimberly D. Guthrie
Print Name: Kimberly D. Guthrie
Notary Public in and for the State of Oregon
My Commission expires: 7.18.2015

