

FILED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

Hayden Homes
Attn: Tammy Harty
2464 SW Glacier Place, Suite 110
Redmond, OR 97756

Estancia Estates Phase 2 : lots 1 through 18

BENTON FRANKLIN TITLE CO.

BTMO

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Type of Document:	Covenant For Community Charitable Fee
Reference Number(s) of Related Documents:	None
Grantor:	TE AMO, LLC, a Washington limited liability company AND HAYDEN HOMES, LLC, an Oregon Limited Liability Company
Grantee:	Hayden Enterprises Giving Fund
Abbreviated Legal Description:	See "Exhibit A"

1-0489-300-0018-000

COVENANT FOR COMMUNITY CHARITABLE FEE

This Covenant for Community Charitable Fee (this "Covenant") is made between Hayden Enterprises Giving Fund, an Oregon non-profit corporation ("HEGF") and Te Amo, LLC and Hayden Homes, LLC., an Oregon Limited Liability Company ("Builder"). The capitalized terms used in the Recitals are defined in Section 1.

RECITALS

- A. Owner / uilder owns the Property and plans to develop it into a residential community of single family dwellings ("Dwelling").
- B. Owner / Builder desires to assist HEGF, a non-profit corporation whose primary purpose is to establish Hayden Housing Grants.
- C. In addition to sponsoring affordable housing and assisting low income families in purchasing a home, HEGF has been organized to provide donations to help community-based organizations and local governments to provide essential human services and housing for those persons who lack the financial capacity. HEGF has worked with local organizations to help individuals find employment. HEGF has supplied food baskets to the needy, bought holiday gifts for disadvantaged children and offers financial assistance to families experiencing a medical crisis. It has also granted college scholarships, subsidized school lunch programs and funds

parks and community programs. HEGF makes the dream of house ownership a reality for low income families by providing low interest loans, down payments and other requests associated therewith and to assist in financing a new home.

D. HEGF expects to receive the funds it needs to operate from a variety of sources, including the Community Charitable Fees established in this Covenant.

E. The Builder believes the services and activities of HEGF will provide and will benefit all of the Lots and homes now existing or hereafter created in the Property since HEGF will provide part of its services in the community in which the Property is located. Therefore, in support of HEGF and its goals and purposes, the Builder and HEGF have agreed that some of the funds HEGF requires will be provided by committing contributions of Community Charitable Fees to HEGF in connection with Initial Sales and subsequent Transfer of Lots or houses in the Property.

THEREFORE, the parties agree as follows:

1. **DEFINITIONS.** When the following words and phrases are used in this Covenant, they will have the meanings given in this Section and be subject to the limits described in this Section.

1.1 **Beneficiary.** A beneficiary under a Mortgage and the assignees of such beneficiary.

1.2 **Benefited Area.** The Property and all other real property within the City of Kennewick or Benton County.

1.3 **Builder.** Te Amo, LLC, a Washington limited liability company and Hayden Homes, LLC., an Oregon Limited Liability Company or its successors and assigns who acquire a Lot without a Dwelling located thereon.

1.4 **Close of Escrow.** The date on which the deed conveying a Lot recorded in a transaction that transfers title of the Lot or the date on which a land sale contract is recorded for the sale of the Lot, whether or not such transaction utilized the services of an escrow company.

1.5 **Community Charitable Fee.** The fee to be paid to HEGF in connection with each Initial Sale and each Transfer. The Community Charitable Fee shall be equal to (a) one-eighth (0.125) of one percent of the Purchase Price for an Initial Sale transaction and (b) one-eighth (0.125) percent of the Purchase Price for each subsequent transaction resulting in a Transfer.

1.6 **Dispute.** Any dispute between the parties concerning this Covenant. A **"Covered Dispute"** is any Dispute where the amount awarded by the court to the prevailing party is an amount less than \$10,000, and a **"Non-covered Dispute"** is any other Dispute.

1.7 **Initial Sale.** A transfer of the Lot with a new Dwelling constructed thereon by the Builder to a third party.

1.8 **Lot.** Any lot or parcel of land shown on any Recorded subdivision plat or Recorded partition plat of any portion of the Property.

1.9 **Mortgage.** Any recorded mortgage or deed of trust or other conveyance of one or more Lots or other portions of the Property to secure performance of an obligation, which will be reconveyed upon completion of such performance. A **"First Mortgage"** is any Mortgage with lien priority over all other Mortgages.

1.10 **Official Records.** The official records of Benton County, Washington Recorder.

1.11 **Owner.** The Person or Persons, including the Builder, holding fee simple interest of record to any Lot or Condominium. The term **"Owner"** includes a seller under an executory contract of sale but excludes Beneficiaries.

1.12 **Person.** A human being or any entity with the legal right to hold title to real property.

1.13 **Property.** That certain real property described on **Exhibit "A."**

1.14 **Purchase Price.** The total purchase price or other consideration given by the transferee to the transferor in an Initial Sale transaction or a transaction resulting in a Transfer, including any portion of the purchase price represented by a loan or loans, exchange property, or other forms of non-cash consideration, but excluding any third-party transactional cost or charge incurred by the transferor or the transferee in connection with the transaction.

1.15 **Record.** Filing or entry of a document in the Official Records.

1.16 **Transfer.** The sale or exchange of a Lot by an Owner (other than the Builder) to a transferee. None of the following transactions shall constitute a **"Transfer"** under this Covenant:

(a) The transfer of an interest in a Lot to secure the performance of an obligation, such as a Mortgage or a lien, which will be reconveyed or released upon the completion of such performance.

(b) A transfer resulting from a foreclosure (by judicial foreclosure or trustee's sale) by the Beneficiary of a First Mortgage or a transfer in lieu thereof.

(c) A transfer of a Lot to a transferor or the transferor's spouse into a trust, which is for the transferor's and/or transferor's spouse's own estate planning purposes.

(d) Any inter-spousal transfer or transfer between parents and any of their children, which is not for any monetary consideration.

2. **ACKNOWLEDGMENT OF BENEFIT.** HEGF represents that it will use the Community Charitable Fees for the purposes described in Paragraph C of the Recitals. Decisions regarding all aspects of events and activities to be provided shall be made by HEGF in its sole discretion; nonetheless, the services and activities to be provided by HEGF will enhance the value of and benefit each Lot now existing or hereafter created in the Property. Each Owner who acquires a Lot or Condominium Unit in the Property by such acquisition evidences the Owner's agreement with the statements made in this Section.

3. **COMMUNITY CHARITABLE FEE.**

3.1 **When Due and Paid.** A Community Charitable Fee shall be paid to HEGF in connection with each Initial Sale and each subsequent Transfer at the times and in the amounts specified below:

(a) **Initial Sales.** For each Initial Sale, a Community Charitable Fee in the amount determined as provided in Section 1.4(a) shall be paid by the Builder to HEGF on or before the Close of Escrow.

(b) **Transfers.** For each Transfer of a Lot, if Section 3.2 does not apply, a Community Charitable Fee in the amount determined as provided in Section 1.4(b) shall be paid by the transferor to HEGF on or before the Close of Escrow or effective date of the Transfer.

3.2 **Exchange Transfer.** If a particular transaction involves more than one Transfer solely because the Lot is held for an interim period (not to exceed 24 hours) by an accommodation party as a part of a tax-deferred exchange under the Internal Revenue Code, and provided there is no increase in consideration given, then for the purpose of this Covenant, only one Transfer shall be deemed to have occurred and only one Community Charitable Fee must be paid by the transferor in connection therewith.

3.3 **Escrow Demand.** HEGF is authorized to place a demand for payment of the Community Charitable Fee with the escrow agent for each Initial Sale and in the escrow (if any) for each subsequent Transfer. The demand shall state (a) either the amount of the

Community Charitable Fee due or the formula for calculating the Community Charitable Fee, and (b) that the Community Charitable Fee is due on or before Close of Escrow.

3.4 **Fee Payor.** The obligation to pay the Community Charitable Fee in each Initial Sale and each subsequent Transfer is obligation of the transferor in each transaction for a Lot and not an obligation of an Owner of any other Lot subject to this Covenant. If the transferor fails to pay the Community Charitable Fee, HEGF may take all actions authorized under law and this Covenant to collect the Community Charitable Fee from the transferor or the Owner of the affected Lot, including, without limitation, filing suit.

3.5 **HEGF Lien.** If the Community Charitable Fee is not paid at time of Initial Sale or a subsequent transfer, HEGF shall have an automatic lien against the Lot. The cost of recording the HEGF lien shall be paid or reimbursed by the Owner of the Lot against which the HEGF lien is recorded. Each such obligation for payment of the Community Charitable Fee together with interest, costs, expenses and reasonable attorneys' fees, shall also be the personal obligation of the person or persons who own such Lot at the time of the Close of Escrow of the Initial Sale or Transfer, as applicable, and/or any successors in title who expressly assume them. No Owner may waive liability for payment of the Community Charitable Fee by abandonment of the Lot.

4. **BINDING EFFECT.** Builder and HEGF declare that the Property will be held, leased, transferred, encumbered, used, occupied and improved subject to the reservations, rights, covenants, conditions and equitable servitudes contained in this Covenant, all of which are for the purpose of enhancing the attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property. The reservations, rights, covenants, conditions and equitable servitudes set forth in this Covenant shall (a) run with and burden the Property and will be binding upon all Persons having or acquiring any interest in the Property or any part thereof, their heirs, successors and assigns; (b) inure to the benefit of every portion of the Property and any interest therein; (c) inure to the benefit of and be binding upon Builder and HEGF, and their respective successors-in-interest, each Owner and each Owner's successors in interests; and (d) may be enforced by Builder and HEGF.

5. MORTGAGES

5.1 **Rights of Beneficiaries.** Nothing in this Covenant nor any amendment to or breach of this Covenant defeats or renders invalid, the rights of the Beneficiary under any Recorded Mortgage encumbering any Lot made in good faith and for value.

5.2 **Subordination of First Mortgages.** The rights and obligations of the parties hereunder concerning any Lot shall be subject and subordinate to the lien of any Recorded First Mortgage encumbering the Lot, provided that after the foreclosure or a transfer in

lieu of foreclosure of any such Mortgage, such Lot will remain subject to this Covenant with regard to any Transfer occurring thereafter.

5.3 **Effect of Foreclosure.** No foreclosure of a Mortgage on a Lot or a transfer in lieu of foreclosure shall impair or otherwise affect HEGF's right to pursue payment of any Community Charitable Fee due in connection with the Initial Sale or subsequent Transfer of that Lot from the transferor or a transferee obligated to pay it.

6. MISCELLANEOUS

6.1 **Amendment.** HEGF has the right to unilaterally amend this Covenant for the following reasons: (i) to correct typographical errors; (ii) to conform this Covenant to applicable law, including without limitation lender guidelines, (iii) to reduce the Community Charitable Fee or return it to the percent established when this Covenant was initially recorded, or (iv) terminate this Covenant. HEGF and at least fifty-one percent (51%) of the Owners of Lots or Condominium Units in the Property may amend this Covenant as it applies to all of the Property.

6.2 **Assignment.** HEGF may, by written assignment, assign its rights and delegate its duties under this Covenant to any entity that is exempt for federal taxation pursuant to the Internal Revenue Code Section 501(c)(3) or 501(c)(4).

6.3 **Authority.** Each individual signatory hereto represents and warrants that he or she is duly authorized to sign this Covenant and is personally bound, or if signing on behalf of another, is authorized to do so and that the other is bound.

6.4 **Disclaimers.** Nothing herein (a) creates any right or remedy for the benefit of any Person not a party hereto, or (b) creates a fiduciary relationship, an agency, or partnership.

6.5 **Interpretation.** The invalidity of any provision shall not affect the validity of any other provision. Except for the definitions in Section 1 where the heading in each subsection is the word being defined, section headings are for convenience only and may not be used in interpretations.

6.6 **Notices.** All notices required or allowed shall be in writing and shall be sent to the addresses shown beside the signatures of the parties. A party may change its address for notice by giving notice to the other party. Notice may be delivered by personal delivery, facsimile transmission or e-mail (receipt enabled) during normal business hours of the recipient, an overnight delivery service, or U.S. Mail sent certified with return receipt requested. Notices are effective on the earlier of the date received, the date of the delivery receipt, or the third day after postmarked, as applicable. Each Owner who transfers a Lot/Dwelling shall immediately send the name and mailing address of the transferee to HEGF.

6.7 **Time.** Time is of the essence of all provisions hereof where time is a factor.

6.8 **Waiver.** No right or remedy will be waived unless the waiver is in writing and signed by the party claimed to have made the waiver. One waiver will not be interpreted as a continuing waiver.

6.9 **Governing Law.** This Covenant shall be governed by the law of the State where the Property is located.

7. ENFORCEMENT.

7.1 **Suspension of Privileges.** Until a Dispute is resolved, HEGF may, by written notice to the Owner who is the other party in the Dispute, exclude the Owner from all activities and events which HEGF sponsors.

7.2 **Attorney Fees.** The prevailing party in any Covered Dispute shall be entitled to recover its attorney fees and court costs from the other party. Each party in a Noncovered Dispute shall bear its own attorney fees and court costs.

7.3 **Small Claims Court.** Any Dispute which is within the jurisdiction of a small claims court shall be resolved by a small claims court proceeding. Either party may submit the Dispute to such court.

7.4 **Jurisdiction.** Any Dispute which is beyond the jurisdiction of a small claims court shall be submitted to a state Superior Court in Washington in the county where the Property is located. In the event of a Dispute not subject to small claims jurisdiction, the parties shall initially attempt to resolve the Dispute in good faith and may, if necessary, select a mediator in order to mediate such dispute. If the parties are unable to mediate successfully any such Dispute within thirty (30) days of the day that the Dispute originally occurs, either party may file suit to resolve the Dispute. The foregoing negotiation and mediation requirement shall not apply to foreclosure of HEGF's lien in accordance with Section 7.5.

7.5 **Foreclosure.** HEGF's lien, pursuant to Section 3.5, may be foreclosed in the manner provided in Chapter 61 of the Revised Code of Washington (or its successor statutes) for the foreclosure of liens generally. In addition, any such unpaid Community Charitable Fee amounts shall bear interest at the rate of twelve percent (12%) per annum from the date of Close of Escrow of the sale of such affected Lot until paid in full. The owner of any such Lot upon which a lien is imposed shall also be personally liable for any deficiency remaining unpaid after any foreclosure of the foregoing line.

The parties have signed this Covenant to be effective upon Recordation.

Date: 10-9, 2009

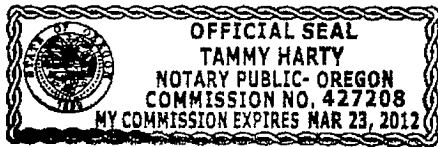
HAYDEN ENTERPRISES GIVING FUND,
an Oregon non-profit corporation

Address:
963 SW Simpson Ave., Suite 110
Bend, Oregon 97702

By: [Signature]
Name: Shon Rae
Title: Executive Director

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me this 9th day of October, 2009, by Shon Rae, Executive Director of Hayden Enterprises Giving Fund, an Oregon non-profit corporation.



[Signature]
Notary Public for Oregon
My Commission Expires: Mar 23, 2012

Date: 10-9, 2009

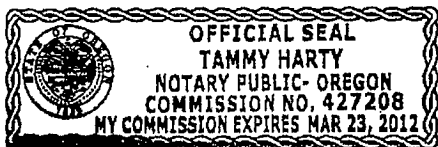
BUILDER: HAYDEN HOMES, LLC., an Oregon
Limited Liability Company

Address:
2464 SW Glacier Place, Suite 110
Redmond, Oregon 97756

By: [Signature]
Dennis P. Murphy
Its: President

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me this 9th day of October, 2009, by Dennis P. Murphy of Hayden Homes, LLC., an Oregon Limited Liability Company, on behalf of the company.

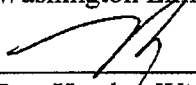


[Signature]
Notary Public for Oregon
My Commission Expires: Mar 23, 2012

Date: October 8th, 2009

OWNER/BUILDER: TE AMO, LLC., a
Washington Limited Liability Company

Address:
2464 SW Glacier Place, Suite 110
Redmond, Oregon 97756


By: Hayden Watson
Its: member

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me this 8th day of October, 2009,
by Hayden Watson of Te Amo, LLC, a Washington Limited Liability Company, on behalf of
the company.



Kimberly Guthrie
Notary Public for Oregon
My Commission Expires: 7-18-2011

Exhibit "A"

Property Subject to the Covenant for Community Charitable Fee

The real property, and all improvements thereon, located in the Northwest Quarter of the Southwest Quarter of Section 4, Township 8 North, Range 29 East, W.M. in the City of Kennewick, Benton county, Washington and being more particularly described as follows:

The property is known as Lots 1 through 18 inclusive, as shown on the duly recorded plat of *Estancia Estates Phase 2*, duly recorded in the plat records of Benton County, Washington.

After Recording, Return To:

Hayden Homes, LLC
Attention: Tammy Harty
2464 SW Glacier Place, Suite 110
Redmond, Oregon 97756

BENTON FRANKLIN TITLE CO.

BMO

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Document Title:	First Declaration of Annexation of Real Property to Declaration of Protective Covenants, Conditions and Restrictions for Estancia Estates
Reference Number(s):	Auditor's Record Numbers 2009-16328, 2009-19119 and 2009-28197
Grantor(s):	TE AMO, LLC, a Washington limited liability company, and HAYDEN HOMES, LLC, an Oregon limited liability company
Grantee(s):	TE AMO, LLC, a Washington limited liability company, and HAYDEN HOMES, LLC, an Oregon limited liability company
Abbreviated Legal Description:	Lots 1 through 18, ESTANCIA ESTATES PHASE 2, filed in the plat records of Benton County, Washington
Assessor's Property Tax Parcel/Account Number(s):	1-0489-300-0018-000
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

**FIRST DECLARATION OF ANNEXATION OF REAL
PROPERTY TO DECLARATION OF EASEMENTS AND PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS FOR ESTANCIA ESTATES**

THIS FIRST DECLARATION OF ANNEXATION OF REAL PROPERTY TO DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR ESTANCIA ESTATES (this "Declaration of Annexation") is made effective as of the date of its recording in the deed records of Benton County, Washington, by TE AMO, LLC, a Washington limited liability company ("Te Amo"), and HAYDEN HOMES, LLC, an Oregon limited liability company ("Hayden Homes") (Te Amo and Hayden Homes are sometimes collectively referred to herein as the , "Declarant").

RECITALS:

A. Declarant created a residential subdivision commonly known as *Estancia Estates* (the "Subdivision") by (a) recording that certain Declaration of Protective Covenants, Conditions and Restrictions for Estancia Estates (the "Declaration") on May 4, 2009 as Auditor's Record Number 2009-16328 in the Public Records of Benton County, Washington (said Declaration was subsequently re-recorded on June 29, 2009 as Auditor's Record Number 2009-19119 in the Public Records of Benton County, Washington to add a legal description); and (b) recording that certain subdivision plat for *Estancia Estates Phase 1* on June 10, 2009 in Volume 15 of Plats at Page 377 in the Public Records of Benton County, Washington.

B. Declarant subsequently amended the Declaration by recording that certain First Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Estancia Estates on September 18, 2009 as Auditor's Record Number 2009-28197 in the Public Records of Benton County, Washington.

C. Declarant desires to annex the following described real property into the Subdivision pursuant to its reserved rights under Section 13.1 of the Declaration (collectively, the "Phase 2 Land")

Lots 1 through 18, ESTANCIA ESTATES PHASE 2, filed in the plat records of Benton County, Washington.

NOW, THEREFORE, Declarant hereby declares the following pursuant to its reserved rights under Section 13.1 of the Declaration:

1. Annexation. The Phase 2 Land is hereby annexed into the Subdivision and is subject to all of the terms of the Declaration and to the jurisdiction of the Association.

2. Miscellaneous.

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

2.2 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 Phase 2 Land.

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

DECLARANT:

TE AMO, LLC, a Washington
limited liability company

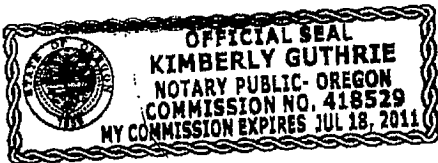
By: [Signature]
Name: Shawn O. Holm
Title VP-Finance.

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Deschutes)

I certify that I know or have satisfactory evidence that Shawn O. Holm is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the VP-Finance of TE AMO, LLC, a Washington limited liability company; the company that executed the within and foregoing instrument, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 6th day of Oct 2009.



Kimberly Guthrie
Print Name: Kimberly Guthrie
Notary Public in and for the State of OREGON
My Commission expires: 7-18-2011

[Signatures continue on the following page]

HAYDEN HOMES, LLC
an Oregon limited liability company

By: Brett Wilson
Name: Brett Wilson
Title Director of Finance

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Deschutes)

I certify that I know or have satisfactory evidence that Brett Wilson is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Dir. of Finance of HAYDEN HOMES, LLC, an Oregon limited liability company, the company that executed the within and foregoing instrument, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 7th day of Oct 2009.



Tammy Harty
Print Name: Tammy Harty
Notary Public in and for the State of Oregon
My Commission expires: Mar 23, 2012