

12-22-86

HIDDEN SPRINGS SUMMIT, INC.

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
AFFECTING HIDDEN SPRINGS SUMMIT

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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
AFFECTING HIDDEN SPRINGS SUMMIT

This Declaration is made the _____ day of _____ ,
1986, by HIDDEN SPRINGS SUMMIT, INC., an Oregon corporation (herein
called 'Declarant').

Declarant is the owner of the real property described in
Exhibit 'A' which is attached hereto and by this reference
incorporated herein. Declarant has an option to purchase the real
property described in Exhibit 'B' which is attached hereto and by this
reference incorporated herein. Declarant intends to subdivide the
property in accordance with a tentative subdivision plat, a copy of
which is attached as Exhibit 'C' and by this reference incorporated
herein. It is contemplated that the subdividing will be done in
phases.

Declarant desires to subject the property described in
Exhibits 'A' and 'B' to the easements, conditions, restrictions and
charges set forth herein for the benefit of such property, and its
present and subsequent owners. The property described in Exhibit 'B'
shall become subject to the conditions, restrictions and charges set
forth herein upon its fee title becoming vested in Declarant without
further act or declaration of Declarant.

Declarant declares that all property now or hereafter

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subjected to these Covenants is and shall be held, sold and conveyed subject to the covenants, conditions, restrictions, reservations, easements and charges hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property, These covenants, conditions, restrictions, reservations and charges shall constitute covenants to run with such property and shall be binding upon all persons having or acquiring any right, title or interest in the property, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

As used in these Covenants, the terms set forth below shall have the following meanings:

1.1 Association means the nonprofit corporation to be formed to serve as an Owners' Association as provided in Article VI, and its successors and assigns.

1.2 Commercial Vehicle means any vehicle other than an ordinary passenger vehicle designed for not more than fifteen (15) passengers and any truck other than a pick-up truck.

1.3 Easement Areas means those portions of the Property designated as such in these Covenants or on any recorded plat of any portion of the Property.

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1.4 Declarant means HIDDEN SPRINGS SUMMIT, INC., an Oregon corporation, and its successors and assigns.

1.5 Lot means any numbered lot of land shown upon any recorded plat of the Property.

1.6 Master Plan means the tentative subdivision plan attached as Exhibit "C", as the same may be amended from time to time by the City of West Linn.

1.7 Mortgage and Mortgagee includes, respectively, a mortgage and a trust deed, and a mortgagee and a beneficiary of a trust deed.

1.8 Owner means the owner of record, whether one (1) or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.9 Private Area means that portion of the Property designated as such in these Covenants.

1.10 The Property means the Property described in Exhibits 'A' and 'B'.

1.11 These Covenants means the protective easements, covenants, conditions and restrictions set forth in this Declaration with respect to the Property, together with the Association rules described below, as the same may be amended or supplemented from time to time in accordance with the provisions of this Declaration.

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ARTICLE II

Land Classification

2.1 All real property within the Property is included in one or the other of the following classifications:

A. Private Areas are each of the numbered Lots and Tract "A" within the Property as shown on the Master Plan.

B. Easement Areas are:

(1) The area occupied by entry markers, planting areas and walls installed or to be installed by Declarant at each of the street entrances to the Property;

(2) The area occupied by the entry markers, planting areas and walls or other distinctive structures installed or to be installed by Declarant on Lots 1 and 16, Block 1, for an entry to Lots I through 16, Block 1, and on Lots 17 and 28, Block 1, Lot I, Block 3 and Lot 4, Block 2, for an entry to SURREY LANE.

ARTICLE III

Property Rights in Easement Areas and Recreation Area

3.1 Extent of Owners' Rights in Easement Areas: The rights of the Owners in the Easement Areas created by these Covenants shall be subject to the following and all other provisions of these Covenants:

A. Easements. Declarant reserves to itself and

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grants to the Association for the benefit of Declarant, the Association and all Owners of Lots within the Property the following rights:

(1) To install and maintain power, water, communication and other utility services;

(2) To construct, maintain and repair fences, walls, planters, lighting, signs, fountains and other structures deemed necessary or desirable for the enhancement of the Property;

(3) To plant and maintain such landscaping as may be deemed desirable for the enhancement of the Property;

(4) To carry out sales activities necessary or convenient for the sale of Lots.

Declarant or the Association may grant or assign such easements to municipalities or other utilities performing utility services, and Declarant and the Association intend to grant free access thereon to police, fire and other public officials and to employees of utility companies serving the Property.

B. Limitations on Use. In addition to the limitations contained in Article V and any other limitations contained in these Covenants, the rights of Owners and their invitees to use the Easement Areas shall be limited by the right of the Association, through its Board of Directors, to adopt,

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amend and repeal rules and regulations governing the use of the Basement Areas.

ARTICLE IV

Property Rights in Private Areas

4.1 Use and Occupancy: The Owner of a Lot in the Property shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in these Covenants, but such Owner's Lot shall be bound by and shall comply with the restrictions contained in Article v and all other provisions of these Covenants for the mutual benefit of all Owners.

4.2 Easements Reserved: In addition to any utility and drainage easements shown on any recorded plat, Declarant hereby reserves the following easements for the benefit of Declarant and the Association:

A. Adjacent Easement Area. The Owner of any Lot or Private Area which blends together visually with any Easement Area shall, if the Association elects from time to time so to require, permit the Association to enter upon such Lot or Private Area to perform the maintenance of such Easement Area.

B. Right of Entry. Declarant and any representative of the Association authorized by it may at any reasonable time, and from time to time at reasonable intervals,

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enter upon any Lot or Private Area within the Property for the purpose of determining whether or not the use and/or improvements of such Lot or Private Area are then in compliance with these Covenants. No such entry shall be deemed to constitute a trespass or otherwise to create any right of action in the Owner of such Lot or Private Area.

ARTICLE V

Use Restrictions

5.1 Land Use and Building Type: No Lot shall be used for other than residential purposes, and no building other than one (1), single-family dwelling or townhouse and attached or detached garage shall be erected on any Lot: This section shall not be applicable to any portion of Tract 'A' designated as a Study Area.

5.2 Nuisance: No noxious or offensive activity shall be carried on any Lot, nor shall anything be done thereon which may be or may become a nuisance or an annoyance to the neighborhood.

5.3 Temporary Structures: No structures of a temporary character, such as a basement, tent, shack or garage, and no trailer shall be used as a residence at any time.

5.4 Architectural Review by Committee: No building, addition or other structure, solar device or fence shall be

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commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved, in writing, as to harmony of external design and location in relation to surrounding structures and topography:

A. By the Board of Directors of the Association or by an Architectural Committee composed of three (3) or more representatives appointed by the Board, and

B. By the Design Review Committee for the City of West Linn, if applicable.

If the Board of Directors or its designated committee fails to approve or disapprove such design and location within sixty (60) days after the plans and specifications have been submitted to it, they shall be declared approved. The Board or Architectural Committee may, from time to time, adopt, amend or repeal design guidelines setting forth the design criteria which will be applied by the Board or Committee.

5.5 Completion and Occupancy Time: Construction of a dwelling shall be substantially completed within six (6) months after starting, and the front yard shall be landscaped within six (6) months after completion of the dwelling. No dwelling shall be occupied prior to substantial completion.

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5.6 Signs: No signs shall be displayed to public view on any Lot, except as follows:

A. One (1) professional sign not larger than one square foot;

B. One (1) sign not larger than five square feet advertising the property for sale or rent;

C. Builder's sign during the construction and initial sales period.

5.7 Animals: No animals, including poultry, shall be raised or kept on any Lot except that dogs, cats or other household pets may be kept, provided they are not raised or kept for commercial purposes and are not permitted to cause damage or discomfort to neighbors.

5.8 Garbage and Refuse Disposals: No Lot shall be used as a dumping ground for garbage, rubbish or other waste. All garbage or other waste shall be kept in sanitary containers, and equipment for the storage or disposal of such material shall be maintained in a clean and sanitary condition.

5.9 Parking and Storage of Equipment: Boats, trailers, truck-campers, motorhomes, commercial vehicles and like equipment shall not be parked or stored on any Lot or on public ways, except such equipment, when not owned by a resident Owner, shall be allowed to be parked in the driveway servicing a dwelling or on public streets adjacent thereto for a period not to exceed

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forty-eight (48) hours in any thirty (30) day period, and except further that such equipment may be parked on that portion of any Lot not located between the street and the front set back line, adequately screened. Before parking such equipment pursuant to the exception last mentioned, application shall be made to the Board of Directors or its appointed Architectural Committee, who shall determine if screening is adequate.

5.10 Antennas: No exterior antenna, aerial or satellite signal shall be permitted unless constructed so that it is not visible from any place outside of the Lot on which it is located.

5.11 Maintenance of Structures and Grounds: Each Owner shall maintain his or her Lot and improvements in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting or staining, repair, replacement and care of roofs, gutters, downspouts, exterior building services, walks and other exterior improvements, and glass surfaces. In addition, each Owner shall keep shrubs, trees, grass and plantings of every kind on his or her Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material.

5.12 Building Restrictions: All dwellings shall be constructed in accordance with the following minimum requirements:

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(i) Chimneys shall be faced with brick, stone or manmade stone or other material approved by the Board of Directors or its appointed Architectural Committee;

(ii) Walls shall be double wall constructed;

(iii) Roofs shall be constructed of wood shakes, wood shingles or tiles.

5.13 Special Building Restrictions: The following special building restrictions shall apply only to Lots 1 through 16, Block 1:

(i) The floor area of any single story dwelling shall contain not less than 3,100 square feet. For the purpose of this subsection, "floor area" shall mean the area included within the surrounding exterior walls of the building, exclusive of porches and exterior stairs. The floor area of a building not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof. "Floor area" may include portions of buildings used for the parking of vehicles;

(ii) All structures shall be set back from the front Lot line a minimum of thirty (30) feet. For the purpose of this section, "front Lot line" shall mean the line separating the Lot from the abutting street right-of-way for any interior Lot. For a corner Lot, the "front Lot line" shall be the line determined as such by the City of West Linn, pursuant to its Community Development Code.

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5.14 Restriction on Removal of Trees: No tree which is larger than six inches (6") in diameter breast high shall be removed after a dwelling is constructed unless the consent of the Association and of the City of West Linn is first obtained.

5.15 Tree Maintenance: No trees larger than six inches (6") in diameter breast high shall be removed from a ten foot (10') tree maintenance strip described below unless such removal is necessary for purposes of safety or because of disease or damage to a tree located therein.

The area subject to the tree maintenance restriction is the westerly ten feet (10') of each Lot abutting the westerly boundary of the property and the northerly ten feet (10') of Lots 3, 4, 5 and 6, Block I. There is a strip of land, sixteen and one-half feet (16 ½') in width lying westerly of the westerly boundary of the property which Declarant intends to acquire title to all or a portion of. If Declarant acquires title to all or a part of such property, it is Declarant's intention to convey the portion abutting each Lot to the owner of such Lot. If such conveyance is made, the restriction contained in this section shall be applied as if such additional property were included as a part of the Lot; that is, the ten foot (10') tree maintenance strip shall be measured from the most westerly line of the abutting parcel.

With respect to Lots 4 and 5 and the northerly ten

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feet (10') of the westerly sixty feet (60') of Lot 3, Block I, the foregoing restrictions shall also apply to all nursery trees which have been planted in the maintenance strip by the Declarant.

ARTICLE VI
Association

Declarant shall organize an Association of all of the Owners within the Property. Such Association, its successors and assigns, shall be organized under the name "HIDDEN SPRINGS SUMMIT OWNERS ASSOCIATION," or such similar name as Declarant shall designate, and shall have such powers and obligations as are set forth in these Covenants for the benefit of the Property and all Owners of Lots located therein.

6.1 Organization: Declarant shall, within six (6) months after the recording of this Declaration, organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Oregon. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event all of the Property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in

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the successor unincorporated association and such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association.

6.2 Membership: Every Owner of one (1) or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one (1) or more Lots within the Property, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

6.3 Voting Rights: The Association shall have two (2) classes of voting membership:

Class A. Class A membership shall be all Owners, except Declarant.

Class B. The Class B member shall be the Declarant. Class B membership shall terminate upon the happening of any of the following events, whichever occurs earlier:

(1) After all phases of the Property have

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been platted, the sale or transfer by Declarant of all Lots in the Property to ultimate purchasers (excluding builders purchasing for development and resale);

(2) After ten {10} years from the recording of these Covenants; or

(3) Such earlier date as Declarant may elect to terminate such membership.

Until the Class B membership is terminated, all voting rights in the Association shall belong to the Class B member. Upon termination of the Class B membership, all voting rights in the Association shall belong to the Class **A** members. On all matters upon which the Class A members are entitled to vote, each Class A member shall have one (1) vote for **each Lot** owned by him or her within the Property.

6.4 Powers and Obligations: The Association shall have, exercise and perform all of the following powers, duties and obligations:

A. The powers, duties and obligations granted to the Association by these Covenants;

B. The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Oregon;

C. Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying

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out the functions of the Association pursuant to these Covenants or otherwise promoting the general benefit of the Owners within the Property.

The powers and obligations of the Association may, from time to time, be amended, repealed, enlarged or restricted changes in these Covenants made in accordance with the provisions herein, accompanied by changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Oregon.

6.5 Liability: Neither the Association nor any officer or member of its Board of Directors shall be liable to any Owner for any damages, loss or prejudice suffered or claimed on account of any action or failure to act by the Association, any of its officers or any member of its Board of Directors, provided only that the officer or Board member has acted in good faith in accordance with the actual knowledge possessed by him or her. No officer or Director of the Association shall be liable for any damages or loss arising out of the failure to enforce any term, condition or restriction contained herein.

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ARTICLE VIIMaintenance and Assessments

7.1 Maintenance: The Association, through its Board of Directors, shall maintain or provide for the maintenance and insurance of the Easement Area and all improvements thereon.

7.2 Creation of Lien and Personal Obligation of Assessments: Each Owner of any Lot, by acceptance of a conveyance thereof, whether or not so expressed in any conveyance, shall be deemed a covenant to pay to the Association all assessments or other charges as may be fixed, established and collected from time to time in the manner provided in these Covenants. Such assessments and charges, together with any interest, expenses or attorney's fees imposed pursuant to Section 8.3 shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or charge is made. Such assessment, charge and/or other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article VIII.

7.3 Purpose of Assessments: The assessments levied by the Association pursuant to these Covenants shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in this Property and in

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particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Lots situated upon the Property, including but not limited to the payment of taxes and insurance on the Common Areas, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and the costs of providing the maintenance required in Section 7.1.

7.4 Duty of the Board of Directors: The Board of Directors shall fix the amount of the assessments against each Lot for the purposes set forth above, taking into account the need for reasonable reserves for such purposes. The Board of Directors shall give each Owner written notice of such assessment at least thirty (30) days in advance of the due date of the assessment and shall cause to be prepared a roster of the Lots showing assessments applicable to each Lot. The roster shall be kept in the Association office and shall be subject to inspection by any Owner during regular business hours. Upon demand, the Board of Directors shall furnish to any Owner a certificate, in writing, setting forth whether the assessments on such Owner's Lot have been paid.

7.5 Amount of Assessments: The maximum annual Assessment for purposes of Section 7.3, unless increased as provided in Section 7.7, shall be as follows:

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(i) For Lots I through 16, Block 1, \$250 per year, per Lot;

(ii) For Lots 17 through 28, Block 1, Lot 1, Block 3, and Lot 4, Block 2, \$150 per year per Lot;

(iii) For all other Lots, \$75 per year per Lot.

If Declarant elects to construct a lake on the Property, then the maximum assessment set forth above for each class of Lots shall be increased by the sum of \$50 per Lot. Lots owned by Declarant shall not be subject to annual assessments so long as they are owned by Declarant.

7.6 Special Assessments for Capital Improvements: In addition to the assessments authorized by Section 7.5 above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying all or part of the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas and other areas maintained by the Association, including the necessary fixtures and personal property related thereto. No such assessment may be levied without the vote or written consent of two-thirds (2/3) of the votes of each class of members. The special assessment shall be made against each Lot in the Property equally.

7.7 Increase of Maximum Annual Assessments: Any increase of the annual assessment described in Section 7.5 beyond

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the maximum set forth in such section must have the assent of two-thirds (2/3) of the votes of the members of the Association entitled to vote voting in person or by proxy at a meeting duly called for that purpose. At the election of the Board of Directors and without a vote of the Association members entitled to vote, the maximum annual assessment set forth in Section 7.5 may be increased by one percent (1%) for each one percent (1%) increase occurring after July 1, 1986, in the United States Department of Labor Consumer Price Index, All Urban Consumers, all items, for Portland, Oregon, or the successor of such index.

ARTICLE VIII

Enforcement

8.1 Nonqualifying Improvements and Violation of Use Restrictions: If any Owner constructs or permits to be constructed on his or her Lot an improvement contrary to the provisions of these Covenants, or causes or permits any improvement, activity, condition or nuisance contrary to the provisions of these Covenants to remain uncorrected or unabated on his or her Lot, then the Association acting through its Board of Directors shall notify the Owner, in writing, of any such specific violations of these Covenants and shall require the Owner to remedy or abate the same in order to bring the Owner's Lot, the improvements thereon and the use thereof, in conformance

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with these Covenants. If the Owner is unable, unwilling or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of these Covenants, within fourteen (14) days after the written notice to the Owner and a hearing with an opportunity for the Owner to be heard, then the Association acting through its Board of Directors shall have the right to:

A. Impose reasonable fines against such Owner in the manner and amount it deems appropriate in relation to the violation;

B. Enter the offending Lot and remove the cause of- such violation, or alter, repair or change the item which is in violation of these Covenants in such a manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done, which amount shall be payable to the maintenance fund; and

C. Bring suit or action against the Owner on behalf of the Association and other Owners to enforce these Covenants.

8.2 Default in Payment of Assessments; Enforcement of Lien: If an assessment or other charge levied under these Covenants is not paid within thirty (30) days-of its due date, such assessment or charge shall become delinquent and shall bear

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interest at the rate set forth below. The President or Secretary of the Association shall file in the office of the County Recorder in the County in which the Lot is located a notice of lien, stating the amount of the delinquent assessment, together with interest, expenses and attorney's fees as provided in Section 8.3, and upon payment in full thereof, shall execute and file a proper release of such lien. Such delinquent sum shall constitute a lien upon such Lot from the date of filing. The Association may enforce such lien in the manner provided by law for the foreclosure of mortgages. In addition, the Association may bring an action at law to enforce payment of a delinquent assessment or charge against the Owner personally obligated to pay the same, his or her heirs, devisees, personal representatives and assigns.

8.3 Interest; Expenses and Attorney's Fees: Any amount not paid to the Association when due in accordance with these Covenants shall bear interest from the due date until paid at a rate three (3) percentage points per annum above the prevailing Portland, Oregon prime rate at the time, or such other rate as may be established by the Board of Directors, from time to time, but not to exceed the lawful rate of interest under the laws of the State of Oregon. If the Association or any Owner shall bring any suit or action to enforce these Covenants, or to collect any money due hereunder, or to foreclose a lien, the losing party shall pay to the prevailing party

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all costs and expenses incurred by the prevailing party in connection with such suit or action, Including the cost of a foreclosure title report, and such sum as the court may determine to be reasonable as attorney's fees at trial, and upon any appeal thereof.

8.4 Nonexclusiveness and Accumulation of Remedies: An election by the Association to pursue any remedy provided for violation of these Covenants shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in these Covenants are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law. Each Owner, in his or her individual capacity, shall have the right to enforce these Covenants.

ARTICLE IX

Miscellaneous Provisions

9.1 Amendment and Repeal: These Covenants or any provision thereof may be amended or repealed as follows:

(i) During the period that the Association has the Class B member, as provided in Section 6.3, by Declarant;

(ii) At such time as the Association shall not have a Class B member by the vote or written consent of Owners owning

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not less than seventy-five percent (75%) of the voting power of the Association.

Any such amendment or repeal shall become effective only upon recordation of a certificate of the President or Secretary of the Association setting forth in full the amendment, amendments or repeal so approved, and certifying that such amendment, amendments or repeal have been approved in the manner required by these Covenants. To the extent any such amendment relates to the preservation or maintenance of the Common Areas and other areas described in Section 7.2 or the existence of an entity responsible for accomplishing the same, such amendment shall be approved by the City of West Linn.

9.2 Duration: These Covenants shall run with the land and shall be and remain in full force and effect for an initial period of thirty (30) years, commencing with the date on which this document is recorded. Thereafter, these Covenants shall continue to run with the land and be and remain in full force and effect for successive additional periods of ten (10) years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent or other action whatsoever; provided, however, that these Covenants may be terminated at the end of the initial or any additional period by resolution approved not less than six (6) months prior to the intended

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termination date by the vote or written consent of Owners owning less than seventy-five percent (75%) of the voting power of the Association. Any such termination shall become effective only if:

A. A certificate of the President or Secretary of the Association, certifying that termination as of a specified termination date has been approved in the manner required herein, is duly acknowledged and recorded in the Deed Records of Clackamas County, Oregon, not less than six (6) months prior to the intended termination date, and

B. Prior to the intended termination date, such termination has been approved by an Order or Resolution of the Planning Commission of the City of West Linn (or the then equivalent of such body) and a copy of which shall have been recorded in the Deed Records of Clackamas County, Oregon.

9.3 Joint Owners: In any case in which two (2) or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with these Covenants shall be a joint and severable responsibility and the act or consent of any one (1) or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter,

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any such person may deliver written notice of such disagreement to the Association, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

9.4 Lessees and Other Invitees: Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of these Covenants restricting or regulating the Owner's use, improvement or enjoyment of his or her Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner himself.

9.5 Construction; Severability; Number; Caption: These Covenants shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of these Covenants 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.

As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter

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shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Covenants.

9.6 Notices and Other Documents: Any notice or other document permitted or required by these Covenants may be delivered either personally or by frail. Delivery by mail shall be deemed to be delivered when deposited in the United States mail, with postage prepaid, addressed as follows: If to the Declarant, Hidden Springs Summit, Inc., 4566 S.W. 103rd, Beaverton, Oregon 97005; if to the Association, to the principal office of the Association; if to an Owner, at the address given by him or her at the time the Owner purchased the Lot, or at the Owner's Lot. The address of a party may be changed by that party at any time by notice in writing delivered as provided in this section.

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EXHIBIT 'A'

That portion of the William and Jane Armstrong Donation Land Claim in Section 23, Township 2 South, Range 1 East, of the Willamette Meridian, in Clackamas County, Oregon, described as follows:

BEGINNING at a point on the East line of said Donation Land Claim which bears North 00°00'12" West a distance of 1337.12 feet from a concrete monument with brass cap marking the Southeast corner thereof; thence North 00°00'12" west 378.06 feet to a one-half inch iron rod at the Northwest corner of Lot 3, Block 24, HIDDEN SPRINGS RANCH NO. 5; thence North 00°05'01" East 141.95 feet to a one-half inch iron rod at the Northwest corner of Lot 13, Block 24, BIDDEN SPRINGS RANCH NO. 6; thence North 89°43'27" West along the South boundary of said HIDDEN SPRINGS RANCH NO. 6, 915.98 feet to a five-eighths inch iron rod at the Southwest corner of said plat, said corner also being the center of said Section 23; thence North 89°45'47" West along the South line of Block I, Plat of SUNBURST, 262.79 feet to a point 16.50 feet East of a one inch iron pipe; thence South 00°04'16" West parallel with and 16.50 feet East of the East line of the Plat of SUNBURST 2 and the northerly extension thereof, 578.67 feet; thence South 89°44'36" East 296.10 feet; thence South 00°46'49" East 162.36 feet; thence South 81°37'00" East 144.64 feet; thence North 73°27'06" East 85.00 feet; thence North 46°31'25" East 82.89 feet; thence North 34°26'00" East 80.65 feet; thence North 15°47'20" East 79.02 feet; thence South 86°57'.35' East 150.00 feet; thence along the arc of a 400 foot radius curve to the left (the incoming tangent of which bears North 03°02'25" East) for an arc distance of 19.30 feet; thence North 00°16'33" East 14.62 feet; thence South 89°43'27" East 110.00 feet; thence South 00°16'33" West 10.00 feet; thence South 89°43'27" East 268.336 feet to the point of beginning.

EXHIBIT "A" TO Declaration of Protective
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EXHIBIT "B"

Part of the William Armstrong D.L.C. in Section 23, Township 2 South, Range 1 East of the Willamette Meridian, in Clackamas County, Oregon, described as follows:

BEGINNING at a point on the South boundary of said D.L.C., said point of beginning being 42.72 chains East from the Southwest corner of said claim; thence North 28.48 chains to the division line of said claim; thence East on said division line 10.68 chains to the East boundary line of said claim; thence South on said boundary line to the Southeast corner of said claim; thence West on said South boundary line to the place of beginning.

TOGETHER WITH THE FOLLOWING:

BEGINNING at a point 42.72 chains East from the Southwest corner of the William Armstrong D.L.C.; thence North 28.48 chains to division line of said claim; thence West 7.02 chains on the division line; thence South 28.48 chains to the South boundary of said claim; thence East on the South boundary of said claim 7.02 chains to the place of beginning.

ALSO TOGETHER WITH that vacated roadway which inured thereto upon vacation order recorded February 22, 1972, as Recorder's Fee No. 72-4561, Clackamas County Records.

EXCEPT those portions lying in roads and highways.

ALSO EXCEPTING the following described property:

That portion of the William and Jane Armstrong Donation Land Claim in Section 23, Township 2 South, Range 1 East, of the Willamette Meridian, in Clackamas County, Oregon, described as follows:

BEGINNING at a point on the East line of said Donation Land Claim which bears North 00°00'12" West a distance of 1337.12 feet from a concrete monument with brass cap marking the Southeast corner thereof; thence North 00°00'12" West 378.06 feet to a one-half inch iron rod at the Northwest corner of Lot 3, Block 24, HIDDEN SPRINGS RANCH NO. 5; thence North 00°05'01" East 141.95 feet to a one-half inch rod at the Northwest corner of Lot 13, Block 24, HIDDEN SPRINGS RANCH NO. 6; thence North 89°43'27" West along the South boundary of said HIDDEN SPRINGS RANCH NO. 6, 915.98 feet to

EXHIBIT "B" to Declaration of Protective
Covenants, Conditions and Restrictions
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EXHIBIT "B"
Continued

a five-eighths inch iron rod at the Southwest corner of said plat, said corner also being the center of said Section 23; thence North 89°45'47" West along the South line of Block 1, Plat of SUNBURST, 262.79 feet to a point 16.50 feet East of a one inch iron pipe; thence South 00°04'16" West parallel with and 16.50 feet East of the East line of the Plat of SUNBURST 2 and the northerly extension thereof, 578.67 feet; thence South 89°44'36" East 296.10 feet; thence South 00°46'49" East 162.36 feet; thence South 81°37'00" East 144.64 feet; thence North 73°27'06" East 85.00 feet; thence North 46°31'25" East 82.89 feet; thence North 34°26'00" East 80.65 feet; thence North 15°47'21" East 79.02 feet; thence South 86°57'35" East 150.00 feet; thence along the arc of a 400 foot radius curve to the left (the incoming tangent of which bears North 03°02'25" East) for an arc distance of 19.30 feet; thence North 00°16'33" East 14.62 feet; thence South 89°43'27" East 110.00 feet; thence South 00°16'33" West 10.00 feet; thence South 89°43'27" East 268.30 feet to the point of beginning.

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