

I, Jerry H. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument was received and recorded in book of records of said county.



Jerry H. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

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Rect: 264189 52.00
10/05/2000 09:18:46am

ADDENDUM TO ARBOR RIDGE P.U.D:
DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
ESTABLISHMENT OF A HOMEOWNERS ASSOCIATION,
DECLARATION OF INITIAL FEES

**Creation of Arbor Ridge No. 4
and Wetland Protection Provisions**

LEGAL DESCRIPTION OF PROPERTY

Arbor Ridge No. 4 is the fourth Phase of Arbor Ridge a residential Planned Unit Development (P.U.D.) located in Washington County, Oregon. Arbor Ridge P.U.D. Phases 1, 2 and 3 are plats recorded in Washington County Deed Records as Documents No. 200007396, 200016528, and 200040707 Arbor Ridge No. 1, Arbor Ridge No. 2 and Arbor Ridge No. 3 and now Arbor Ridge No.4 are phases of a planned multi-phase development consisting of single family, multifamily owner and renter occupied housing. Arbor Ridge No. 4 consists of lots 299 through 372 inclusive and Tract S.

WHEREAS: The Declaration of Arbor Ridge P.U.D. (recorded in Washington County Deed Records as Document No. 200007400) established that Declarant, at it sole discretion, could amend the Declaration to apply to subsequent phases of development.

WHEREAS: The Declarant reserved the right to amend the Declaration to reflect incorporation of additional land, additional and/or different provisions which reflect governmental, physical and market requirements as additional phases are approved and constructed in Arbor Ridge P.U.D.

After Recording Return To:
West Hills Development Co.
15500 SW Jay Street, Bvtn, Or.
97006

WHEREAS: This Planned Unit Development is subject to the conditions of approval contained in Washington County Department of Land Use and Transportation Case Files No. 98-641-S/P/PD/DFR/DHA/D(CI); 99-256-MR; 99-454-MR/MS; 99-556-MR/M; 00-52-MR/M and 00-107-MOD; and,

WHEREAS: Tract "S" is subject to a public pedestrian and bicycle easement over its entirety; and

WHEREAS: Tract "S" is for use as open space; and,

WHEREAS: Tract "S" shall be owned and maintained by Declarant or assignee(s); and,

WHEREAS: A thirteen foot wide public utility and sidewalk easement shall exist along the frontage of all lots and tracts abutting public streets.

WHEREAS: The easements noted as W.M.E. on the Arbor Ridge P.U.D. plats are for the benefit of the Arbor Ridge Homeowners Association; and,

WHEREAS: Declarant, by this document, declares that the "Declaration" shall be amended to include the herein contained terms; and,

WHEREAS, Various Open Space Tracts in the Arbor Ridge P.U.D contain protected wetlands which shall be owned and maintained by the Arbor Ridge Homeowners Association. Said Tracts are subject to permits issued by the United States, Department of the Army, Corps of Engineers and the State of Oregon, Division of State Lands, herein after referred to as "the permits". Said Tracts are also subject to the jurisdiction of Washington County; and,

WHEREAS, The wetlands were constructed, enhanced, and/or protected in accordance with applicable law, the permits' terms and conditions, and an approved mitigation plan; and,

WHEREAS, Arbor Ridge P.U.D. wetlands are to be preserved in their natural condition and their function as a wetland supported and preserved; and,

WHEREAS, Arbor Ridge P.U.D. wetlands shall be maintained and monitored by the Arbor Ridge Homeowners Association in

accordance with applicable governing body laws, regulations, and the permits' terms and conditions; and,

WHEREAS, The maintenance and mitigation monitoring requirements and any other continuing obligations imposed by the permits, a governing body, or applicable law, including the associated costs, shall be the responsibility of the Association; and,

WHEREAS, Various governing bodies may require modification to the wetlands site, additional maintenance, mitigation and/or additional monitoring at any time if it becomes evident that the approved mitigation project is failing to meet mitigation goals; and,

WHEREAS, To comply with obligations imposed by law and the permits, the Declarant has entered into a contract with appropriate governing authorities for the maintenance and mitigation monitoring of Arbor Ridge P.U.D. wetlands; and

WHEREAS, The Arbor Ridge Homeowners Association is to assume responsibility for the maintenance and monitoring and contractual obligations of the above described wetlands; and,

NOW THEREFORE: by this document Declarant amends said "Declaration" as follows: Declarant hereby declares that Arbor Ridge P.U.D. property shall be held, sold and conveyed in accord with all applicable governmental ordinances and development agreements, obligations and the covenants and conditions restrictions, (CC&R'S), Homeowners Association Provisions (provisions) and the preceding "whereas" clauses, as amended by this document, . The terms of the CC&R'S and Provisions, and whereas clauses as herein amended shall inure to the benefit of each owner of property in Arbor Ridge P.U.D and shall be binding on all parties having any right, title or interest in Arbor Ridge P.U.D. property or any portion thereof, their heirs, successors and assigns. These CC&R'S, Provisions and whereas clauses shall run with and attach to the subject property and bind all the real property within Arbor Ridge P.U.D.

All terms contained in the original "Declaration" and subsequent amendments or addendum thereto recorded prior to recordation of this document, which are not altered by the terms of this document, shall remain in effect. If there is a conflict between the terms of this document and the original "Declaration" and subsequent amendments or addendum thereto, recorded prior to recordation of this document, the

conflict shall be resolved by looking first to the terms of this document which shall be controlling. If confusion still exists the resolution shall be based upon the intent of Declarant herein to have the obligations contained in the original "Declaration" apply to all lots in all phases of the Arbor Ridge P.U.D. unless specifically altered.

A. The "Declaration" shall now also apply to Arbor Ridge P.U.D. lots 299 through 372 inclusive and Tract S. Said lots shall become part of the Arbor Ridge Homeowners Association with all rights and obligations which accompany membership in said Association.

B. If any lot owner causes specific damage to a protected wetland, the lot owner shall be solely responsible for repairing and/or mitigating the damage. A lot owner is responsible for the damage caused by him/herself, lessee, guests, invitees, and those under his/her control. All work performed shall be performed in a good and workmanlike manner and in compliance with the permits' terms and conditions, all laws, ordinances, codes, and other applicable governmental regulations. A contractor acceptable to the Association shall make the repairs of damage under the name of the responsible lot owner. Construction shall commence within 30 days of the date of damage or notice, or as required by governing authorities. If weather delays the damage repair, work shall commence as soon as weather permits. Should any disagreement of the lot owners occur over specific damage responsibility, the Association shall decide upon a remedy. The lot owner causing said work to be performed shall promptly pay the expenses of the work. The party performing the work will have the right to enter onto other lot owner(s) parcels to the extent entry is reasonably necessary in connection with the work, after reasonable advanced notice. The work shall be performed in a manner designed to cause a minimum of interference with the lot owner(s).

C. Failure to comply with the terms and conditions of the permits or applicable regulations of a governing body may result in a violation. Violations are subject to administrative and/or legal action which may result in Arbor Ridge Homeowners Association liability, including civil penalties.

D. If the Declarant was required to obtain and provide the governing authority with a security bond, instrument or account sufficient to ensure completion of mitigation, continuing maintenance, and monitoring, the Arbor Ridge Homeowners Association shall obtain and provide

a security bond, instrument, or account sufficient to ensure the same, as required by the governing authority. The security bond or instrument obtained by the Association shall replace and supersede Declarant's.

E. Although the transfer of the permits and the obligations and liabilities associated with the permitted wetlands is effective through this declaration, the Arbor Ridge Homeowners Association agrees to enter into a written understanding which has the effect of transferring the permit, and all obligations and liabilities imposed by the terms and conditions of the permits and by law, from the Declarant to the Association. The parties to any such written agreement will be the Declarant and the Association and may include those governing authorities with jurisdiction over the herein described wetlands, as well as any entity that has contracted to perform maintenance and monitoring services on said wetlands.

F. The Arbor Ridge Homeowners Association shall defend and hold harmless the Declarant, and its officers, agents, and employees from any claim, suit or action for maintenance, monitoring, repair, property damage, personal injury or death arising out of the maintenance and ownership of any Tracts whether or not said Tract(s) contain wetlands.

G. If the Arbor Ridge Homeowners Association is dissolved, the liabilities and continuing obligations transferred by this Declaration shall be deemed transferred to the individual lot owners who are members of the Association before dissolution.

H. All costs of maintenance, repair and replacement of commonly owned improvements in common property and easements, shall be borne by the lot owners equally as prorated against the total number of lots contained in all phases of Arbor Ridge P.U.D. as amended. Said costs shall be assessed annually by the Association based upon the number of lots which are at that point included in the Homeowners Association, unless a special assessment is necessary.

I. Tract "S" shall be owned and maintained by Declarant as open space. It shall be subject to a public pedestrian and bicycle easement over its entirety. Tract "S" shall be subject to a Public Utility and Portland General Electric Easement. Declarant reserves the right to an unspecified easement across, through and under Tract "S" including any preexisting easement for connection to utility lines located in said Tract, easement or neighboring property. Declarant

retains the right to transfer ownership of Tract "S" to an assignee of its choice.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has hereunto set its hand the 20 day of SEPTEMBER, 2000.

WEST HILLS DEVELOPMENT CO.

by *[Signature]*
DENNIS E. SACKHOFF, PRESIDENT

by *[Signature]*
WALTER E. REMMERS, VICE-PRESIDENT

State of Oregon)
) SS.
County of Washington)

I Terry P. Kinney a Notary Public for the State of Oregon certify that on the 20 day of SEPTEMBER, 2000, personally appeared before me Dennis E. Sackhoff and Walter E. Remmers who, being first duly sworn, did say that they are the officers herein named and do hereby acknowledge said instrument to be their free and voluntary act on behalf of West Hills Development Company, an Oregon Corporation.

Terry P. Kinney
Notary Public
My Commission Expires 3-7-2003

