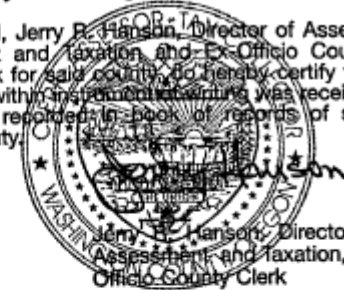


After Recording Return To:  
West Hills Development Co.  
15500 SW Jay Street  
Beaverton, Oregon 97006

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11-6  
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STATE OF OREGON }  
County of Washington } SS

I, Jerry P. Hansen, 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.



WASHINGTON COUNTY 2001-080619



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08/09/2001 03:30:57pm

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

**RELATING TO TURNOVER MEETINGS AND**  
**TO LOTS 530-535, 550-558, 564-565 and 567-571.**

Arbor Ridge No. 6 is the sixth 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, 3, 4, 5 and 6 are plats recorded in Washington County Deed Records as Documents No. 200007396, 200016528, 200040707, 2000080776, 2000099943, and 2001059537. Arbor Ridge No. 1, Arbor Ridge No. 2 Arbor Ridge No. 3, Arbor Ridge No. 4, Arbor Ridge No.5 and Arbor Ridge No. 6 are phases of a planned multi-phase development consisting of single family, multifamily owner and renter occupied housing. Arbor Ridge No. 6 consists of lots 530 through 571 inclusive and Tract "Y"

**WHEREAS:** The Declaration of Arbor Ridge P.U.D. (recorded in Washington County Deed Records as Document No. 2000007400 as amended by Document Numbers 2000080778, 2000099945 and 2001059539) 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.

**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-

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S/P/PD/DFR/DHA/D(CI); 99-256-MR; 99-454-MR/MS; 99-556-MR/M; 00-52-MR/M, 00-107-MOD and 00-155-S/PD/PLA/DHA; and,

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

In order to facilitate an orderly transition during the three month period following the turnover meeting, the Declarant or an informed representative shall be available, if needed, to meet with the Board of Directors on *three* mutually acceptable dates to review the documents covered in paragraph I of the Homeowners Association section of this declaration.

Lots 530-535, 550-558, 564-565 and 567-571 are declared lots of special concern which shall, in addition to the privileges and obligations heretofore established for all property in Arbor Ridge and Arbor Ridge No. 6, be subject to privileges and obligations unique to said lots. Those "unique" privileges and obligations are as follows. In interpreting the intent of Declarant if there is a conflict between the privileges and obligations heretofore established and what follows regarding Arbor Ridge No. 6 lots, the following shall control the construction and use of homes on lots 530-535, 550-558, 564-565 and 567-571 inclusive.

A. All front yards and side yards facing any street shall be subject to a landscape installation and maintenance easement over their entirety. Declarant shall install landscaping, street trees,

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and irrigation system(s) with water meter(s) dedicated solely to the irrigation of the herein created front and side yards facing any street landscaping. The herein identified landscaping improvements shall be maintained by the Arbor Ridge P.U.D. Homeowners Association pursuant to a separate source and application of funds accounting system.

**B. Declarant hereby declares that in addition to the initial general Homeowners Association annual fee of \$130 for each lot within the ARBOR RIDGE P.U.D. development, owners of lots 530-535, 550-558, 564-565 and 567-571 inclusive, shall pay an annual special landscape maintenance fee of \$348. Said additional landscape maintenance fee shall be subject to the same regulations as the Homeowners Association general fee with the exception that it shall be managed and expended solely for the maintenance of the front and side yard improvements contained on said lots 530-535, 550-558, 564-565 and 567-571.**

The Board of Directors or, if no Board of Directors has yet been chosen, the Declarant, shall have the authority, without first submitting the question to owners, to increase, by no more than ten percent 10%, this special landscape maintenance fee assessment. The amount of each annual assessment shall be established and justified at the Board's annual meeting or if the Board of Directors has yet to be established pursuant to the Declaration, the amount of increase shall be based upon actual expenses experienced by Declarant. In no event, however, shall the annual special landscape maintenance fee assessment for any lot be increased by more than ten percent (10%) in any one year or an accumulated increase of more than fifty percent (50%) from this initial annual fee assessment without a vote of the owners as set forth elsewhere in the Homeowners Association Provisions. The expenses referenced herein shall be borne by the owners of lots 530-535, 550-558, 564-565 and 567-571 equally with a pro rata share of the total being the responsibility of each lot owner(s).

C. Each dwelling unit with a two car garage must have off street parking spaces for at least four vehicles. Lots with single car garages shall have off street parking spaces for at least two vehicles. Garage bays may be counted for the purpose of meeting this requirement. Garage bays may not be used as non vehicle storage areas to the extent that their usage for such storage hinders or prohibits the garage bay(s) from accommodating vehicles. No home on lots 530-535, 550-558, 564-565 and 567-571 shall have in excess of one vehicle parked outside its respective garage on an extended or consistent basis. That single vehicle may be parked in a driveway but under no circumstance may it be parked off of a paved surface intended for vehicle travel or storage. The intent is to have at least one off-street parking space available at all times at each home for 'drop-by' visitor's vehicles. Vehicles may not be used for storage of materials for more

than forty-eight (48) hours without prior written approval from the Architectural Control Committee.

**D.** There is hereby created a cross-easement along the side yard of each lot's house to allow occupant access to the rear yard of their individual lot. The description of the cross easement shall be the first 21 inches on each of lots 530-535, 550-558, 564-565 and 567-571 in from the common property line, thus creating a 3 ½ foot wide pathway centered between houses. It shall be the responsibility of each property owner to maintain his or her portion of the easement area surface and keep the cross easement area clear of obstructions which in any manner hinder access to rear yards. Any disputes arising from issues relating to the cross-easement area shall be settled by the Homeowners Association Board of Directors or Declarant if the Board has yet to assume administration of these covenants.


**E.** No fencing or gates shall be allowed in side yard setbacks of lots 530-535, 550-558, 564-565 and 567-571.

**F.** The floor area of a dwelling on lots 530-535, 550-558, 564-565 and 567-571, exclusive of open porches and garages, shall not be less than 1000 square feet. The Declarant must approve, in writing, any exceptions to these standards.

IN WITNESS WHEREOF, the Declarant herein, has hereunto set their hands this 2<sup>nd</sup> day of AUGUST, 2001.

**WEST HILLS DEVELOPMENT COMPANY**

by   
DENNIS E. SACKHOFF, PRESIDENT

by   
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 2 day of AUGUST, 2001, 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.

Notary Public for Oregon  
My Commission Expires: 3-7-2003



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