

After recording, return to:  
Andrew M. Cole, Cole Tait, P.C.  
1919 Willamette Falls Drive  
West Linn, OR 97068



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RESOLUTION  
RESTATING COVENANTS, CONDITIONS  
AND RESTRICTIONS  
for  
HUNTER HEIGHTS HOMEOWNERS ASSOCIATION

RESOLVED that:

Pursuant to ORS 94.590 and Article XI(3) of the Covenants, Conditions & Restrictions for Hunter Heights Homeowners Association dated September 11, 1973 and recorded in the Clackamas County Real Property Records as Fee No. 73-29944 the Members of Hunter Heights Homeowners Association, owners of real property in the County of Clackamas, State of Oregon, do hereby amend those certain Covenants, Conditions and Restrictions recorded as follows in the records of Clackamas County, Oregon:

Recorded September 20, 1973, Document 73-29944

Recorded February 14, 1977, Document 77-5520

Recorded February 14, 1977, Document 77-5521

Recorded February 14, 1977, Document 77-5522

Recorded February 14, 1977, Document 77-5523

Recorded February 14, 1977, Document 77-5524

Recorded August 2, 1977, Document 77-30593

Recorded January 24, 1989, Document 89-03542

to add, delete and restate as set forth in the Restated Covenants, Conditions and Restrictions attached hereto as Exhibit "A".

1 - RESOLUTION RESTATING COVENANTS, CONDITIONS AND RESTRICTIONS OF  
HUNTER HEIGHTS HOMEOWNERS ASSOCIATION

By this Resolution, the Board of Directors adopts the Restated Covenants, Conditions and Restrictions for Hunter Heights Homeowners Association and direct that they be recorded in the Real Property Records of Clackamas County, Oregon without the further approval of homeowners.

The undersigned hereby certify that the Restated Covenants, Conditions and Restrictions for Hunter Heights Homeowners Association attached hereto as Exhibit "A" include all previously adopted amendments in effect and that there have been no other changes except, if applicable, to correct scrivener's error or to conform format and style.

This Resolution is adopted in accordance with ORS 94.590 and with Article XI(3) of the Covenants, Conditions and Restrictions for Hunter Heights Homeowners Association dated September 11, 1973, and as amended.

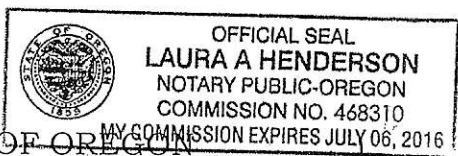
Dated: 2-5-14

[Signature]  
President, Hunter Heights Homeowners Association  
[Signature]  
Secretary, Hunter Heights Homeowners Association

Dated: 2/5/2014

STATE OF OREGON )  
 ) ss.  
County of Clackamas )

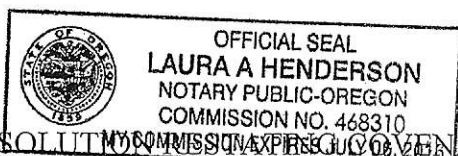
This instrument was acknowledged before me on February 5, 2014 by Jeffrey Monroy, as President of Hunter Heights Homeowners Association.



[Signature]  
Notary Public for Oregon  
My commission expires: 7-6-2016

\* STATE OF OREGON )  
\* STATE OF OREGON ) ss.  
County of Clackamas )

This instrument was acknowledged before me on February 5, 2014 by Kathy J. Betteridge, as Secretary of Hunter Heights Homeowners Association.



[Signature]  
Notary Public for Oregon  
My commission expires: 7-6-2014

2 - RESOLUTION ON COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTER HEIGHTS HOMEOWNERS ASSOCIATION

\* \* Resolution Restating Covenants,

2



**"EXHIBIT A"**

RESTATED

COVENANTS, CONDITIONS AND RESTRICTIONS  
For  
HUNTER HEIGHTS HOMEOWNERS ASSOCIATION

Table of Contents

Declaration .....	2
Article I. Definitions.....	2
Article II. Annexation of Additional Property.....	3
Article III. Membership .....	4
Article IV. Voting Rights .....	4
Article V. Property Rights .....	4
Article VI. Covenant for Maintenance Assessment .....	6
Article VII. Exterior Maintenance .....	9
Article VIII. Architectural Control .....	9
Article IX. Property Use Restrictions .....	13
Article X. Easements .....	16
Article XI. General Provisions .....	17
Execution.....	20

RESTATED  
COVENANTS, CONDITIONS AND RESTRICTIONS  
For  
HUNTER HEIGHTS HOMEOWNERS ASSOCIATION  
County of Clackamas  
State of Oregon

DECLARATION

TO: The Public

THIS DECLARATION, made on the date hereinafter set forth regarding certain real property in the County of Clackamas, State of Oregon, hereinafter referred to as "said property", particularly described as follows:

Hunter Heights in S.E. 1/4 Sec. 23, T2S, R2E, W.M., Clackamas County Oregon  
maps 1703, 1914, & 2223.

declares that all of said property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth; all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These easements, covenants, restrictions, conditions and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and also that these conditions, covenants, restrictions, easements and reservations shall inure to the benefit of and be limitations upon all future owners of said property, or any interest therein.

ARTICLE I  
DEFINITIONS

1. "Association" shall mean and refer to HUNTER HEIGHTS HOMEOWNERS ASSOCIATION, a non-profit corporation organized under the laws of the State of Oregon, its successors and assigns.

2. "Said Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

3. "Common Area" shall mean all real property and appurtenances thereto, now or hereafter owned by the Association for the common use and enjoyment of the members of the Association.

4. "Lot" shall mean and refer to any plot of land show upon any recorded subdivision map of the Properties with the exception of Common Areas, and to any parcel of said property under one ownership consisting of a portion of one or more of such lots and/or contiguous portions of two or more contiguous lots and upon which a dwelling has been constructed and

occupied.

5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

6. "Member in Good Standing" shall mean that the homeowner is current on all assessments with no pending liens or pending letters of noncompliance related to infractions of the Associations published rules and regulations. Being a member in good standing shall be a prerequisite for eligibility to vote in elections and serve on the executive board or architectural committee.

7. "Owner" shall mean and refer to the record owner (including contract sellers), whether one or more persons or entities, of all or any part of said property, excluding those having such interest merely as security for the performance of an obligation.

8. "Mortgage" shall mean and refer to any mortgage or deed of trust, and "Mortgagee" shall refer to the mortgagee or trustee under a deed of trust.

## ARTICLE II ANNEXATION OF ADDITIONAL PROPERTY

Real property in addition to that described in the DECLARATION of these Covenants, Conditions and Restrictions may be made subject to the jurisdiction of the Association, whereupon automatically it shall be included in any reference herein to "said property" or "said properties".

Annexation of additional property shall require the assent of persons entitled to cast two-thirds (2/3) of the votes of the members in good standing present in person or by written proxy and (except as provided in Section 2 below) at a meeting of the Association duly called for such purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of such meeting, setting forth the purpose thereof.

The presence of members entitled to cast 60% of the votes of the membership shall constitute a quorum at such meeting. In the event that a quorum is not forthcoming at any such meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such meeting shall be one-half of the required quorum at the preceding meeting. If the required assent is not forthcoming, no subsequent meeting shall be held for the purpose of annexing such property for sixty days from the date of the last of such meetings.

ARTICLE III  
MEMBERSHIP

Every person or entity who is a record owner (including contract sellers) of a fee or undivided fee interest in any Dwelling Unit or any Lot located upon any part of said property shall, but virtue of such ownership, be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any such Dwelling Unit, Lot made subject to the jurisdiction of the Association. Such ownership shall be the sole qualification for membership, and shall automatically commence upon a person becoming such owner, and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

ARTICLE IV  
VOTING RIGHTS

All members, however, as defined in Articles I and III shall be entitled to one vote for each Dwelling Unit and Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Dwelling Unit or Lot, all such persons shall be members, however, the vote for such Dwelling or Unit, Lot shall be exercised as they among themselves determine, or if unable to agree, they may cast fractional votes proportionate to their ownership interests, but in no event shall more than one vote be cast with respect to any one Dwelling Unit or Lot. The vote applicable to any of said property being sold under a contract of purchase shall be exercised by the contract vendor unless the contract expressly provides otherwise.

In order to prevent duplication of voting rights, if the owner of a Dwelling Unit is entitled to a vote by reason of any such ownership, neither he nor any other person shall be entitled to a vote by virtue of ownership of any interest in the land upon which is located the building in which such Dwelling Unit is located.

ARTICLE V  
PROPERTY RIGHTS

1. Member Easements of Enjoyment. Every member of the Association shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed Lot; subject, however, to the following provisions:

- (A) The right of the Association to limit the number of members permitted to use a particular part of the Common Areas at any one time;
- (B) The right of the Association to charge reasonable admissions fees for the use of any recreational facility or other facility now or hereafter situated upon the Common Areas or otherwise controlled by the Association, including,

- particularly, the right to charge an annual or other periodic fee for members who desire exclusive use of such facility and who are willing to pay a special fee or assessment for such use; provided, however, that any such fee shall not be in excess of an amount necessary to reimburse the Association for the cost thereof, including operation, maintenance and amortizing replacement cost thereof;
- (C) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said common Area facilities for such purposes, and the rights of any mortgages in said properties shall be subordinate to the rights of the homeowners hereunder;
  - (D) The right of the Association to suspend any member's voting rights and/or right to use of any of the recreational facilities owned by the Association, for any period during which any assessments against said member's property remains unpaid, and for which thirty (30) days notice fails to correct an infraction of the Association's published rules and regulations;
  - (E) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association, provided however that none of said common areas may be conveyed or transferred without the written consent of Clackamas County; and provided further that the common areas, as herein described, shall be set aside and retained as "open" areas in perpetuity. No such condition or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds of the votes of the membership has been recorded in the appropriate County deed records, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than ninety (90) days prior to such dedication or transfer;
  - (F) The right of the Directors of the Association to promulgate reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of such common Areas by the members of the Association without unduly infringing upon the privacy or enjoyment of the owner or occupant of any part of said property, including, without being limited thereto, reasonable rules restricting persons under or over designated ages from using certain portions of said property during certain times, and reasonable regulations and restrictions regarding parking.

2. Delegation of Use. Any member may delegate, in accordance with the Rules and Regulations adopted from time to time by the Directors, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers, providing they reside on the property.

ARTICLE VI  
COVENANT FOR MAINTENANCE ASSESSMENT

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Dwelling Unit or Lot by acceptance of a deed or contract of purchase therefore, whether or not it shall be expressed in any such deed or other conveyance or agreement for conveyance, covenants and agrees to pay to the Association: (1) Regular annual or other regular periodic assessments or charges; and (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in said property, including the improvement and maintenance of said property, any Common Areas, the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, and of the buildings, dwellings and other improvements situated upon said property, and including, without being limited thereto, the payment of taxes and insurance on all or any part of said property.

3. Basis and Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of a Dwelling Unit or Lot to an Owner, the maximum annual assessment shall be \$140.00 Dollars for each Lot or Dwelling Unit subject thereto, or such lesser sum as may be provided in the Bylaw.

- (A) From and after January 1 of the year immediately following the conveyance of the Lot or Dwelling Unit to an Owner, the maximum assessment may be increased by the Board of Directors, effective on the first day of the month following such increase, without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of labor, Washington, D.C., or successor U.S. Governmental agency; U.S. City average) from the month in which these covenants are recorded to the month preceding the month in which such increase becomes effective.
- (B) From and after January 1 of the year immediately following the conveyance of the Lot to an Owner, the maximum monthly assessment may be increased above that determined by reference to the Consumer Price Index, as aforesaid, by a vote of the members-in-good-standing, provided that any such increase shall be approved by the affirmative vote of not less than two-thirds of the votes of members-in-



good-standing who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum flat charge and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

- (C) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix a regular flat assessment upon a monthly, quarterly, or annual basis at an amount not in excess of the maximum specified above.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that, except for repairs or replacements, any such assessment for structural alterations, capital additions or capital improvements reflecting an expenditure of in excess of \$3,000.00 shall require the assent of a two-thirds (2/3) majority of the votes of all members-in-good-standing who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

5. Uniform Rate of Assessment. Both regular period flat charges and any special assessments must be fixed at a uniform rate for all Dwelling Units and Lots, and may be collected on an annual, quarterly, or monthly basis in the discretion of the Directors, except that assessments may be levied applicable to some Lots only, with prior consent by the Owners of such lots, if such procedure is considered equitable in the discretion of the Board in order to construct facilities to be available only to the members desiring to pay for the cost thereof.

6. Quorum For Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all members-in-good-standing shall constitute a quorum. If the required quorum is not forthcoming at any meetings, another meeting may be called, subject to the notice requirements set forth in Section 3 and 4, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which no quorum was forthcoming.

7. Date of Commencement of Annual Assessment Due Dates. All platted Lots shall be subject to the annual or monthly assessments provided for herein on the first day of the month following the date the lot is conveyed to each Owner or upon the date set by the Directors of the

Association, whichever is later. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent or delivered to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any reasonable time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment which is not paid when due shall be delinquent. Assessments not paid within thirty (30) days after its due date shall accrue a penalty of Fifty Dollars (\$50.00) for the first month or any portion thereof, and \$50 per month thereafter until paid in full, provided, however, that the total penalty established in this section shall not exceed fifty percent (50%) of assessments payable in any year. The Treasurer of the Association shall maintain records of all paid and unpaid assessments and may file in the office of the County recorder a statement of the amount of any such charges or assessments, together with penalty as aforesaid, which have become delinquent with respect to any Dwelling Unit or Lot on said property. Upon payment in full thereof, the Treasurer shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessments, together with penalties, interest, costs and expenses and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the whole Dwelling Unit or Lot (including any undivided interest in common elements of any Dwelling Unit or Lot in any condominium), with respect to which it is fixed from the date the Notice of Lien is filed and until paid or released as herein provided. Such lien may be enforced by said Association in the manner provided by law with respect to liens upon real property. The owner of said property at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements, including reasonable attorney's fees of the Association, including costs and fees associated with processing and, if necessary, enforcing such liens, all of which expense, costs and disbursements and attorney's fees shall be secured by said lien, including fees on appeal. At the time such assessment is levied, the Owner shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Dwelling Unit or Lot.

9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon said property or any part thereof. Sale or transfer of any Dwelling Unit or Lot, or any other part of said property shall not affect the assessment lien. However, the sale or transfer of any Dwelling Unit or Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer; and such lien shall attached to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Dwelling Unit or Lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein; (a) all properties expressly dedicated to and accepted by a local public authority; (b) any Common Areas; (c) and all other properties owned by the Association.

ARTICLE VII  
EXTERIOR MAINTENANCE

1. Maintenance of Common Areas. The Association and Common Area Committee shall maintain or provide for the maintenance of the Common Areas, including the maintenance of the recreational vehicle parking and storage area described in Common Area.

2. Maintenance of Dwelling and Property. It shall be the obligation of each Owner of any Lot to keep and maintain the same, and any building or improvement now or hereafter located thereon, "in proper condition", including the area between his property line and the paved portion of any street or curb abutting his property including sidewalks, if any. The Association may, if it desires, offer to and perform such service for the Owners desiring the same, assessing the reasonable cost thereof to said Owners. If any Owner fails to keep his Lot and improvements so maintained, the Association may, upon reasonable notice, enter said Lot and perform said maintenance and assess the cost thereof to said Owner. The cost to the Association for performing maintenance under this section shall constitute a lien against the Lot so maintained, and the Association shall have the same remedies described in Article VI(8), above as are applicable to non-payment of assessments. For the purpose of this paragraph "proper condition" shall mean that the grounds of and improvements to each lot shall be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard. Trees, lawns, beds, and other natural areas shall be cut and trimmed and free from the accumulation of leaves, limbs and lumber scraps, building materials or other moveable materials. Buildings and other Improvements shall be kept at all times in good condition and repair and consistent with standards of cleanliness and repair prevailing in the neighborhood. All garbage, trash, cuttings, refuse, garbage and refuse containers, oil tanks, clothes lines and other service facilities shall be screened from view from neighboring units and common areas. The Architectural Committee will review any complaints and its decision shall be final.

ARTICLE VIII  
ARCHITECTURAL CONTROL

1. Architectural Committee.

- (A) There shall be an Architectural Committee composed of a minimum of five members appointed by the Board of Directors, or, if necessary, by a vote of the members in good standing. The members of the Architectural Committee shall serve for a term of one (1) year beginning in January of each year, or until their successors are appointed or elected. Vacancies on the Committee during the term

shall be filled by the Board of Directors to serve the unexpired term. The members of the Committee shall elect a Chairman and co-chair by majority vote.

- (B) The Architectural Committee may, in its sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular structure or improvement or incompatible with the design standards prevailing in Hunter Heights. Consideration such as siding, shape, size, color, design, height, impairment of the view from other properties within Hunter Heights or other effect on the enjoyment of other parcels or common areas, disturbance of existing terrain and vegetation, and any other factors which the Architectural Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposed work. It shall not be a defense to the requirements of the Architectural Committee and these CC&Rs that such requirement departs from, contradicts or constitutes a prior failure to enforce these rules.
- (C) The decisions of the Committee shall be final and binding. Applications may be resubmitted, but not more frequently than three (3) times in any calendar year. Upon failure of the Committee or its designated representative to approve or disapprove any application for a period of thirty (30) days or notice for additional time after it has been submitted in writing, in duplicate, to the Chairman of the Committee or his designated representative, said application will be deemed to have been approved if the said Chairman has signed and dated said application, acknowledging receipt thereof on a copy submitted with the original.
- (D) Architectural Committee consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the applicant has applied for and received an extension of time from the Architectural Committee. Unless the consent of the Architectural Committee has first been obtained, construction of a structure or other improvement must be completed within a period of six months from the date upon which construction was commenced. An extension may be requested in writing. Promptly after completion of any work, the Architectural Committee shall within thirty days after receipt of such notice, inspect the completed work and provided to applicant written notice of any respects in which the completed work fails to conform to the plans and specifications submitted to the Architectural Committee. The Architectural Committee shall specify in such notice a reasonable period of not less than thirty (30) days in which the applicant may remedy the nonconformance. In the event notice of nonconformance and requirement of cure is not given within such thirty day period, the Architectural Committee shall be deemed to have consented to the work as completed.
- (E) In the event that any Owner constructs or permits to be constructed on Owner's property an improvement contrary to the provisions of these Covenants,

Conditions and Restrictions, or imposed by the Architectural Committee as a condition of approval, the Board of Directors or its designee may, not sooner than sixty days after delivery of such Owner of written notice of the violation, enter upon the offending property and remove the cause of the violation or alter, repair, or change the item which is in violation of these rules so as to make it conform thereto; provided, however, that if the Owner objects to such entry no such entry shall occur without prior resort to appropriate judicial process. The Board of Directors shall charge the Owner and the Owner shall pay the entire cost involved in such restoration by it in order to enforce the provisions hereof. Such costs shall become payable upon delivery by the Board of Directors or its designee to the Owner of notice of the amount due and shall be paid into the maintenance fund of the Association. Any such charges so levied shall become a special assessment against the property of the Owner.

- (F) In the event that a decision rendered by the Architectural Committee is unacceptable to the applicant or its representatives, such person or persons may request a review of such decision by the Architectural Committee by directing a written request for such review to the Hunter Heights Homeowners Association by certified mail postmarked no later than twenty-one (21) calendar days after the date on the written decision rendered by the Architectural Committee. Such review shall be held by the Committee at its next regularly scheduled meeting
- (G) In the event that the decision rendered by the Architectural Committee upon review is unacceptable to the applicant or his representative, such person(s) may request a hearing before the full Board of Directors at its next regularly scheduled meeting. Request for such appeal shall be directed in writing and by certified mail to the Hunter Heights Homeowners Association and postmarked no later than twenty-one (21) calendar days after the date on the written decision rendered by the Architectural Committee. The decision by the Board of Directors shall be final. Consent by the Architectural Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing the right of the Hunter Heights Homeowners Association to withhold or grant approval as to any similar matter thereafter proposed or submitted to it for consent. Neither the Architectural Committee nor any member thereof shall be liable to any Owner, to the Hunter Heights Homeowners Association, or any party who has submitted application to the Architectural Committee for any damage, loss or prejudice suffered or claimed on account of any action or failure to act on the part of the Architectural Committee or any member thereof provided only that the Architectural Committee, in accordance with actual knowledge possessed by it, has acted in good faith.

## 2. Buildings, Fences and Structures.

- (A) No building, fence, wall, structure, improvement, obstruction, or ornament, of any

value, shall be placed or permitted to remain upon any part of said property unless a written request for approval thereof containing the plans and specifications therefore, including exterior color scheme, has been approved in writing by a majority of the Architectural Committee or its designated representative. The approval of the Committee shall not be unreasonably withheld if the said plans and specifications are for improvements which are similar in general design, exterior appearance and quality such that they are generally in harmony with the dwellings then located on said property and neighborhood.

- (B) No application under this section shall be evaluated until the applicant submits to the Architectural committee one set of plans and specifications. This set of plans may be hand drawn or formal and shall include a detailed plot plan showing the location of the improvement and the lot lines, a foundation plan, floor plan, exterior elevations, building cross section, fencing and landscaping details, and details of any changes in grading or excavation. Additional sets of plans may be requested by the Architectural Committee. Upon submission to the Architectural Committee, an acknowledgement via letter or other form of communication will be sent to the applicant within 7 days.

### 3. Landscaping, Trees & Hedges

#### (A) Planting

- (1) All planting and landscaping in excess of \$500 must be approved in advance by the Architectural Committee. A detailed drawing must be submitted with the request.
- (2) All planting should be non-invasive, indigenous plants as recommended by the Oregon State Extension Service. Flowering annuals are excluded.
- (3) Any planting along a homeowner's property line should meet the aforementioned criteria and the adjacent property owner should be consulted.

#### (B) Removal Criteria

Tree removal requires approval of the Architectural Committee as noted below except when the tree is less than 12 inches in diameter at a height of 4-1/2 feet from the ground and is rooted entirely on the owner's property:

- (1) If a tree, hedge is perceived as dead or dying due to disease, insects or storm damage and is a threat to personal safety and/or structures;

- (2) A tree, hedge, or other landscaping is causing visible damage to surrounding buildings, foundations, driveways, streets, walls fences or septic systems;
- (3) In evaluating a request for removal the Architectural Committee may, but is not required to, with the requestor's approval, retain a certified arborist working independently of the tree removal companies to supply a recommendation as to removal. The cost of an arborist's evaluation will be shared evenly between the homeowner and the HHHHA.
- (4) If a tree is approved for removal, the homeowner must replace and maintain a replacement tree. The new tree can be planted anywhere on the homeowner's property.

ARTICLE IX  
PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the real property described in the DECLARATION paragraph and shall be for the benefit of any limitations upon all present and future owners of said property, or of any interest therein:

1. Unless written approval is first obtained from the Architectural Committee, no sign of any kind shall be displayed to public view on any building on said property except the following
  - (A) a sign (subject to Architectural Rules) stating the name of the occupant and/or the address of the property;
  - (B) one professional sign of not more than five square feet advertising the property for construction, or sale. If a property is sold, any sign relating thereto shall be removed immediately, except that the Owner and only the Owner or its agent may post a "Sold" sign for a reasonable period following a sale.
  - (C) Additional signs such as political and construction work advertising are allowed for a maximum period of 90 days. An extension of this time must be approved by the Architectural Committee in writing prior to the end of the previous time limit. Signs for alarm companies used for warning are acceptable, within the limits for size. No personal signs of any type are allowed, including home business signs.
2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except dogs, cats, or other tame, domestic household pets provided that such household pets are not kept, bred or maintained for any commercial purpose. The Board of Directors may, in its discretion, by rule adopted from time to time, require that any or all such

pets or certain types of pets be restrained by leash or otherwise when not confined in any building on the property, and/or limit the number of pets which may be kept on each lot (but such number may not be reduced below two per lot by any such rule).

3. No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. All garbage, trash, compost, refuse, and refuse containers, oil/propane tanks, clothes lines and other service facilities shall be screened from view from neighboring property, streets and common areas in a manner approved by the Architectural Committee.

4. No noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, camper-truck, tent, garage, barn, shack, or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said property.

6. Parking of daily use automobiles, meaning a light truck or car, sports utility vehicle, van or other similar commercial or non-commercial passenger vehicles not to exceed 16,000 pounds GVWR are allowed in garage, carports, and driveway and alongside of the house only. No vehicles are allowed to park permanently in the public ways/streets. Temporary parking overnight for visitors and owner's vehicles is allowed for no longer than seven consecutive nights per vehicle and no more than ten days in any calendar month. Parking of boats, trailers, motorcycles, commercial trucks or vehicles larger than 16,000 pounds GVWR, truck-campers, RV vehicles, motorized off-road recreational vehicles and machines, junk cars, and vehicles without a current vehicle registration shall not be allowed on any part of owner's property or on any public way/street. Notwithstanding the foregoing, temporary parking of these vehicles during loading and unloading is allowed, and all such vehicles may be stored in the Homeowner's storage area for any duration provided the owner of such vehicles are current in the payment of all dues and assessments payable to the Association. A homeowner may request a permit to park a vehicle otherwise prohibited from being parked or stored on a homeowner's property by filing a written request to the Architectural Committee. The Architectural Committee may, in its sole discretion, approve a permit issued pursuant to this section, but only if 1) the vehicle is not visible from the street; and 2) is approved by all neighbor(s) within view of the vehicle for which a permit has been requested. Each approved permit is valid for one year and must be reviewed and approved each year by the Architectural Committee. As used in this section, "automobile" means a light truck or car, sports utility vehicle, van or other similar passenger vehicle.

7. Temporary storage structures or containers for use during home or property improvements are allowed on the property for a period of 30 days. These shall not be parked on the street except during delivery and removal. Extensions past the first 30 days require submitting a request in writing, specifying the duration required, to the Architectural Committee.



8. The records of the Secretary of the Association, or as applicable the Chairman or Co-Chairman to whom authority was delegated under these rules, shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association, or as applicable the Chairman or Co-Chairman to whom authority was delegated under these rules, showing that the plans and specifications for the improvements or other matters herein provided for have been approved, and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary, or as applicable the Chairman or Co-Chairman to whom authority was delegated under these rules, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing, or insuring title to said property, or any portion thereof, or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration. After the expiration of one year following the issuance of a building permit therefore by municipal or other governmental authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof, unless a notice of non-compliance executed by the Association shall have appeared of record in the office of the County Clerk of the County in which said property is situated, or unless legal proceedings shall have been instituted to enforce completion or compliance.

9. All owners are members of the Association and entitled to an equal share in the rights and interests and privileges and obligations as such, including the right to use all recreational and other Common Areas owned by such Association subject to the rules and regulations and restrictions applicable thereto.

10. All Common Areas are to be maintained by the Association and no changes in landscaping, removal or trimming of trees, lawns or shrubs will be permitted without written authorization by of the Common Area Committee or Architectural Committee.

11. Installation of radio and/or television antennae with receiver larger than 1-meter diameter or larger than 1-meter in the longest dimension is prohibited outside any building unless the installation and all apparatus is not readily visible from the public street or adjacent properties and written permission has been obtained in advance from the Architectural Committee.

12. Construction of new or replacement roofs shall be of composition shingle or other fire resistant material which meets or exceeds all County, building and fire codes applicable to wooded areas. All roof materials shall be of a natural color and approved in advance by the Architectural Committee.

13. A-frame or spherical or other building designs, or any dwelling with less than 1,450 square feet of living space, shall be presumed not in harmony with the general character of Hunter Heights unless specifically approved by the Architectural Committee.

14. All buildings shall be set back at least 20 feet from the front and rear lot lines and at least 5 feet from the side lines unless approved in writing by the Architectural Committee.

15. All garages must be attached to homes, except when, in the discretion of the Architectural Committee, the attachment is prevented by unusual topography. Breezeways may be used between garage and house.

16. All properties shall have garages with external vehicle access and no garage shall be of an area less than reasonably necessary for the storing of two automobiles (27 feet wide). The appearance of the garage shall be in harmony with that of the dwelling house in design and quality.

17. No part of the property shall be used except for residential purposes, and this shall exclude specifically the use and occupancy for any trade or business purpose that would be presumed not in harmony with the general character of Hunter Heights in the way of traffic, noise, physical structures or facilities. No building shall be constructed, altered, placed or permitted to remain on any lot other than one single family dwelling, not to exceed two stories in height above the street level, with a private garage for not less than two cars, and such outbuildings as may be incidental to residential use of the lot. All buildings shall be completed and painted within one year from the date construction is commenced and prior to occupancy. (See also Architectural Committee approval required in ARTICLE VIII above).

18. All notices, including notices required or permitted to be given for non-compliance of this section shall be issued in accordance with Article X, Section 9.

#### ARTICLE X EASEMENTS

All conveyances of land situated in the said Property shall be subject to the foregoing restrictions, conditions and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over and across and under all Common Areas and over, across and under all land situated within 5 feet of the side and rear lines of each Lot now or hereafter recorded or platted or conveyed by recorded instrument in said Property (except that the side and rear line easement shall be 10 feet along the perimeter of this subdivision), and excepting any portion of said property which may now or hereafter be occupied by a residence shall not thereafter be subject to any easement not theretofore applied to use, for the purpose of building, constructing and maintaining thereon underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio or television cables and other services now or hereafter commonly supplied by public utilities or municipal corporations, all of said easements shall be for the benefit of all present and future owners or property subjected to the jurisdiction of the Association by covenants and

restrictions recorded and approved as hereinabove provided; said easements however shall not be unrestricted, but shall be subject to reasonable rules and regulations governing rights of use as adopted from time to time by the Directors of the Association in the interests of securing maximum safe usage of said property without unduly infringing upon the rights or privacy of the owner or occupant of any part of said property. Provided further, that if any two or more lots or fraction of one or more lots shall be developed for one building as a single tract, then said easements shall thereafter be located on the area within five (5) feet of the side and rear lines of said lot; if there has been an application for use of such easement prior to development of such lots or fraction of one or more lots, then subject to the approval of the Association, such easement may be relocated, but any expense involved in moving any sewer or storm lines or other utility lines shall be borne by the Owner of the lot, the development of which requires movement of such lines; and a further mutual and reciprocal easement for sidewalk purposes is granted and reserved over and across the front ten (10) feet of each Lot in said property, and over all Common Areas in said property, for the purpose of constructing and maintaining and repairing sidewalks for the benefit of the residents of said property, their tenants and guests, subject however, to rules and regulations reasonably restricting the right of use thereof for the safety and welfare of the public as may be promulgated from time to time by the Association and/or public authority. A corner lot shall be considered to have two front sides for the purposes of this sidewalk easement. The "front" of a Lot shall be deemed to be only that portion of a lot abutting a public street or highway, and the sidewalk easement herein granted and reserved shall not be deemed to include a town house lot which abuts a common area or private road or driveway only and does not directly abut a public street or highway.

#### ARTICLE XI GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, or the owner of any recorded mortgage upon any part of said Property, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

3. Amendment. The Covenants and restrictions of this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants and restrictions of this Declaration except the easements herein granted may be amended during the first twenty-five (25) year period by an instrument signed by members entitled to cast not less than ninety percent (90%) of the votes of each class of membership, and thereafter by an instrument signed by members entitled to cast not less than seventy-five percent (75%) of the total votes eligible to be cast. Easements herein granted and reserved shall not be amended except by instrument signed and

acknowledged by one hundred percent (100%) of the Owners of the property concerns, and by the Architectural Committee. All such amendments must be recorded in the appropriate Deed Records of the County in which said property is located to be effective.

4. No Right of Reversion. Nothing herein contained in this Declaration, or in any form of deed which may be used by the Association, or its successors and assigns, in selling said property, or any part thereof shall be deemed to vest or reserve in the Association any right of revisions hereof.

5. Rights of Mortgagees Relating to Maintenance. At any time that any part of the Common Area is not properly maintained and kept in good order and repair by the Association or otherwise, to the extent reasonably necessary to protect and preserve the appearance and value thereof and the appearance and value of the remainder of said property, then the record owner of any mortgage or deed of trust upon any part of said property or living unit or building located thereon, upon giving written notice as hereinafter provided, shall be entitled to exercise the rights of the mortgagor-owner of such property as a member of the Association to vote at all regular and special meetings of the members of the Association for a period of one year following the date of such notice. During said period of time such mortgagees shall be given notice of all regular and special meetings of the Association, the owner mortgagor shall receive such notice also and may attend such meetings as an observer. Said notice shall quote this paragraph and shall be sent by Certified United States mail, return receipt requested, to the owner-mortgagor, a copy by regular mail to the Association, at the last known address of each.

6. Benefits of Provisions; Waiver. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforced by , the Association, and the owner or owners of any portion of said property, and their heirs and assigns, and each of their legal representatives, and failure by the Association or by any of the property owners or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so.

7. Assignment by the Association. Any or all rights, powers, and reservations of the Association herein contained may be assigned to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of the Association hereunder pertaining to the particular rights, powers and reservations assigned; and upon any such corporation or association evidencing its intent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Association herein.

8. Common Area Taxes. It shall be the obligation of the Association and its officers to pay any real property taxes assessed against the Association for the Common Areas, and to pass on to the owners of each lot an assessment for an equal share of any common area real property taxes. If any real property taxes assessed against the common areas become delinquent, an equal pro rata portion of such taxes shall be a first lien against each lot in said property and enforceable

as such, together with interest and penalties, if any; against each such lot by the taxing authority and/or the Association.

9. All notices, including notices required or permitted to be given for non-compliance with these rules, shall be deemed given if delivered personally to an Owner or sent by United States Registered or Certified Mail, postage prepaid, return receipt requested, addressed to Owner's Hunter Heights Post Office Address or such other address as may be designated by Owner in writing. Upon receipt of any notice of noncompliance, Owner may object and request a hearing provided such objection is to the Association within ten (10) days of Owner's receipt of the notice. Except where a violation threatens the health or safety of residents and immediate compliance is required, the recipient of a notice shall correct, or take significant continuous and uninterrupted steps to correct, any violation for which notice is given within thirty days of the date of the notice. Failure to correct or object to a notice shall be deemed to be a refusal to comply with the notice. After timely objection is received, Owner will have the opportunity at the next available meeting to address the full Board giving the reason for the objection or an explanation for the noncompliance. The Board shall have the authority to endorse or overrule the violation and all decisions of the Board are final.

In witness whereof, the undersigned herein has hereunto executed the above instrument this 5<sup>th</sup> day of February, 2014.

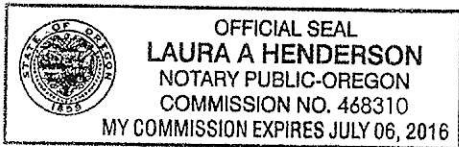
HUNTER HEIGHTS HOMEOWNERS ASSOCIATION

J Monroy  
President

Kathy J. Betteidge  
Secretary

STATE OF OREGON            )  
  ) ss  
County of Clackamas        )

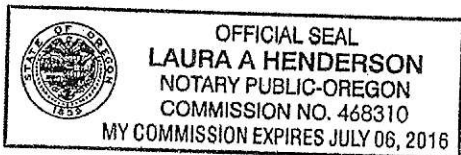
Before me on the 5<sup>th</sup> day of February, 2014, personally appeared the above-named Jeffrey Monroy, President of Hunter Heights Homeowners Association and acknowledged the foregoing to be the voluntary act and deed of the Association.



Laura A. Henderson  
Notary Public for Oregon  
My commission expires: 7-6-2016

STATE OF OREGON            )  
  ) ss  
County of Clackamas        )

Before me on the 5<sup>th</sup> day of February, 2014, personally appeared the above-named Kathy J. Betteidge, Secretary of Hunter Heights Homeowners Association and acknowledged the foregoing to be the voluntary act and deed of the Association.



Laura A. Henderson  
Notary Public for Oregon  
My commission expires: 7-6-2016

(22)