

# Arbor Ridge



Covenants, Conditions and Restriction





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**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS,  
ESTABLISHMENT OF A HOMEOWNERS ASSOCIATION,  
DECLARATION OF INITIAL FEES**

**ARBOR RIDGE PLANNED UNIT DEVELOPMENT**

The herein Declaration of Protective Covenants, Conditions and Restrictions; Establishment of a Homeowners Association and Initial Declaration of Homeowners Association Annual Fee are applicable to ARBOR RIDGE P.U.D., including ARBOR RIDGE (lots 1 through 126, ARBOR RIDGE No. 2 (lots 127 through 249) and ARBOR RIDGE No. 3 (lots 250 through 298) and Tracts A through P. Arbor Ridge P.U.D. is a residential P.U.D. located in Washington County, Oregon. Arbor Ridge is a plat recorded in Plat Book 128 and Pages 6 - 12, Document No. 2000007396. Arbor Ridge, Arbor Ridge No. 2 and Arbor Ridge No. 3 are phases of a planned multi-phase development consisting of single family, multifamily owner and renter occupied housing. At Declarant's sole discretion this document may apply to subsequent phases of development. The Declarant reserves the right to amend this document 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. In an application by Declarant to add additional land to the Arbor Ridge P.U.D. Master Plan, the Arbor Ridge P.U.D. Homeowners Association is authorized to act as agent of the owners or contract purchasers of existing Arbor Ridge P.U.D. lots in order to meet signature requirements of Washington County Code.

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



and,

**WHEREAS:** Tract "B" is a private street owned by the Homeowners Association but maintained by the owners of those lots which take vehicular access therefrom in accordance with the maintenance agreement recorded in Washington County Deed Records as Document No. 2000007398; and,

**WHEREAS:** Tracts "A", "C", "D", "E", "G", "H", "I", "K", "N", "O", "P", "Q" and "R" shall be owned and maintained by the Arbor Ridge Homeowners Association (Homeowners Association); and,

**WHEREAS:** Tract "C" is subject to Unified Sewerage Agency Storm, Surface Water Drainage, Detention and Sanitary Sewer Easements over its entirety; and,

**WHEREAS:** Tract "C" shall be subject to a wall location and maintenance easement across its entirety said wall being the maintenance responsibility of the Homeowners Association; and,

**WHEREAS:** Retaining walls shall be installed in Tract "C" adjacent to an abutting lots 51-60 and lots 61-68. Said retaining walls shall be owned and maintained by the Homeowners Association. Each owner of said lots 51-60 and 61-68 respectively shall have an easement for use of that portion of Tract "C" described as being located between each lot's rear lot line and said retaining wall and between each lot's side lot lines as if those side lot lines were to project beyond their rear lot lines until they intersected the retaining wall. Use of the herein described area shall be monitored and reasonably controlled by the Homeowner's Association so as to maintain a common landscaping and fencing plan; and,

**WHEREAS:** Tract "F" has been conveyed to the owner of the tract of land described in Document No. 90-034494 pursuant to Document No. \_\_\_\_\_; and,

**WHEREAS:** Tracts "A", "C", "D", "E", "G", "H", "J" and "K" are subject to a public pedestrian and bicycle access easement over their entirety; and,

**WHEREAS:** Tract "I" is subject to a public pedestrian and bicycle access easement over its entirety; and,

**WHEREAS:** Tract "G" is subject to a storm drainage easement across its entirety in favor of the Unified Sewerage Agency; and,

**WHEREAS:** Tracts "E", "G" and "H" shall be subject to a Public Utility Easement across their entirety; and,

**WHEREAS:** Landscaping, fences, walls and monuments located in Tracts "E", "G", "H", and "I", shall be owned and maintained by the Homeowners Association; and,

**WHEREAS:** Tract "J" shall be owned and maintained by Declarant; and,

**WHEREAS:** Tracts "N", "P" and "Q" are for open space purposes; and,

**WHEREAS:** Tract "O" is a private street owned by the Homeowners Association but maintained by the owners of those lots which take vehicular access therefrom in accordance with the maintenance agreement, recorded ~~in Washington County Deed Records as Document No. \_\_\_\_\_~~ <sup>to be</sup> and, simultaneously with the plat of Arbor Ridge No. 2.

**WHEREAS:** Tract "O" shall be subject to Unified Sewerage Agency easements for sanitary sewer and storm drainage over its entirety; and,

**WHEREAS:** A six (6) foot wide public utility easement abutting Tract "O" shall exist along the frontage of lots 175, 176 and 177; and,

**WHEREAS:** Tract "R" shall be subject to a Public Pedestrian and Bicycle easement across its entirety; and,

**WHEREAS:** Lots 1-11, 22-30, 33-41, 43-60, 68-72, 74-84, 129-142, 153-161, 176-179, and 184-189 shall be subject to wall location and maintenance easements; and,

**WHEREAS:** Lots adjacent to N.W. West Union Road, N.W. Laidlaw Road; N.W. 174th Avenue and Tracts "E", "G" and "H" may be impacted by noise from future road widening; and,

**WHEREAS:** Lots 1, 2 and 120-122 shall be subject to a sight distance easement benefiting Washington County; and,

**WHEREAS:** Lot 177 shall be subject to a three and 1/2 (3.50) foot wide Private Water Line easement in favor of lot 176; and,

**WHEREAS:** Lots 175, 176 and 177 shall be subject to a three and 1/2 (3.50) foot wide Private Water Line easement in favor of

lot 174; and,

**WHEREAS:** Lots 176 and 177 shall be subject to a three and 1/2 (3.50) foot wide Private Water Line easement in favor of lot 175; and,

**WHEREAS:** Reciprocal access easements shall exist between and in favor of lots 160 and 161; lots 168 and 169; lots 181 and 182; lots 189 and 190; lots 197 and 198; and lots 205 and 206; and,

**WHEREAS:** A six (6) foot wide (three (3) feet on each lot) reciprocal maintenance easement shall exist on all common side boundary lines; and,

**NOW, THEREFORE,** Declarant hereby declares that the subject property shall be held, sold and conveyed in accord with and subject to all applicable governmental ordinances and development agreements, the aforementioned "Whereas" clauses, the following restrictions, covenants and conditions (CC&R'S) and the following Homeowners Association Provisions (Provisions). The purpose of the CC&R'S and Provisions is to maintain and protect the value and desirability of said real property. The terms of the "Whereas" clauses CC&R'S and Provisions shall inure to the benefit of each owner of property in Arbor Ridge and shall be binding on all parties having any right, title or interest in the above described property or any portion thereof, their heirs, successors and assigns. The "Whereas" clauses, CC&R'S and Provisions shall run with and attach to the subject property and bind all the real property within this P.U.D.

#### **HOMEOWNERS ASSOCIATION PROVISIONS**

Arbor Ridge Homeowners Association (Association) is intended to be a Deminimus Planned Community as established by the ORS 94.570.

**THE INITIAL ANNUAL GENERAL FEE FOR THE HOMEOWNERS ASSOCIATION SHALL BE \$130 PER LOT. AN ADDITIONAL FEE FOR SPECIFIC LOTS WILL BE ESTABLISHED AND THAT FEE SHALL BE DESCRIBED ELSEWHERE IN THIS DOCUMENT AS AMENDED. THE FIRST ANNUAL FEE, BOTH GENERAL AND SPECIFIC, IS PAYABLE TO THE DECLARANT ON BEHALF OF THE ARBOR RIDGE P.U.D. HOMEOWNERS ASSOCIATION AT TIME OF CLOSING. ADDITIONAL FEES SHALL BE PAID ANNUALLY TO DECLARANT ON BEHALF OF THE ARBOR RIDGE HOMEOWNERS ASSOCIATION UNTIL THE ADMINISTRATION OF THE HOMEOWNERS ASSOCIATION IS TRANSFERRED TO THE INDIVIDUAL MEMBERS AS HEREIN SET FORTH.**

The Board of Directors or, if no Board of Directors has yet

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been chosen, the Declarant, shall have the authority, without first submitting the question to owners, to increase, by no more than ten percent 10%, the annual general Homeowners Association 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 general Homeowners Association 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 the initial annual general Homeowners Association 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 lot owners equally with a pro rata share of the total being the responsibility of each lot owner(s).

The legal description of the real property included in the planned community which is or must become a common property is all common property so declared in this document or subsequent documents including without limitation Tracts "A", "B", "C", "D", "E", "G", "H", "I", "K", "N", "O", "P", "Q" and "R", easements for pedestrian access and entrance monument(s), walls, landscaping, fencing and related easements, if any, along N.W. West Union Drive and N.W. Laidlaw Road.

A. The method of determining voting rights, the liability of each lot for common expenses and right of each lot to any common profits of the Association shall be as follow:

1). All owners and contract purchasers of lots in Arbor Ridge P.U.D. shall be members of the Association. The allocation of votes to lots shall be one (1) vote per lot.

2). Once activated, as set forth herein, the Association shall be responsible for taxes, liability insurance and maintenance, repair and replacement of monuments, walls, landscaping (including governmental obligations regarding wetland maintenance and protection), pathways and fences on Homeowners Association property with the exception that improvements to Tracts "B" and "O" shall be maintained, pursuant to maintenance agreements between lots taking access from Tracts "B" and "O".

3). All costs of maintenance, repair and replacement of all common property, fences, walls, entry monuments, landscaping and irrigation facilities, shall be borne by the lot owners equally with a pro rata percentage of the total costs being assigned to each lot owner. Said costs shall be assessed annually by the

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Association unless a special assessment is necessary.

4). Any lot owner failing to pay his or her proportionate share of costs assessed by the Association within thirty (30) days after it becomes due shall be liable for interest at the rate of 12% per annum and costs of collection of such assessment including attorney fees. All such unpaid amounts shall become a lien on the lot or lots to which such amounts are attributable. No assessment will be levied against lots while owned by Declarant.

5). All common profits of the Association shall be allocated equally to each lot owner.

B. Declarant installed landscaping, fencing, walls and entrance monuments if any, shall be maintained to the standards of any governing public authority by the Arbor Ridge P.U.D. Homeowners Association. Common area taxes and common area liability insurance shall be the responsibility of the Association upon. Liability insurance shall include Declarant as a named insured. Any taxes which relate to Tracts "B" or "O" shall be paid by the lots taking access from said tracts and divided among impacted lots equally.

C. There shall be no restrictions on the alienation of lots. A lot may not be divided but may be combined with other lots.

D. The intended use of each lot is residential.

E. The deeds to Homeowners Association Tracts shall be in the name of Arbor Ridge P.U.D. Homeowners Association, a non-profit Corporation.

F. Any amendment of the declarations shall be by vote or agreement of the owners representing at least 75% of the total votes in the Association. However, in no event shall an amendment under this section limit or modify Declarant's, its' agents or assigns, rights regarding the Architectural Control Committee or access to utilities located in the common areas. No amendment shall change the boundaries of any lot or any uses to which any lot or tract is restricted unless the owners of the affected lots unanimously consent to the amendment. Amendments to a declaration under this section shall be executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of such designation, by the President of the Board of Directors of the Association. Amendments to a declaration under this section shall be effective only upon recordation. Prior to turning

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administration of the Homeowners Association over to the property owners as herein described Declarant reserves the right to make amendments to the Whereas clauses, Homeowners Association Provisions and CCR's.

G. Declarant reserves the right to an unspecified easement across, through and under any Tract or easement for connection to utility lines located in said Tract, easement or neighboring property.

H. The date after which the right to withdraw property from the Association shall expire is the date upon which the Administration of the Arbor Ridge P.U.D. Homeowners Association is transferred to the members as herein provided.

I. Upon activation of the Association, Bylaws to Arbor Ridge P.U.D. Homeowners Association shall govern Association activities. Administration of the Homeowners Association shall be transferred from Declarant to the members no later than when homes on 75% of the total lots in all phases of Arbor Ridge P.U.D. have been occupied. The Declarant shall call a meeting for the purpose of turning over administrative responsibility for the Homeowners Association and related property to the Association not more than 120 days after 75% of all homes in all phases is occupied. The Declarant shall give notice of the meeting to each lot owner. At said meeting the members shall elect a Homeowners Board of Directors in accordance with the Bylaws of the Arbor Ridge P.U.D. Homeowners Association.

Following said turnover meeting, Declarant, its agents or assigns shall continue to have the right to use all of the roads within the P.U.D. to develop and or build upon adjoining property and each owner of a lot agrees that he or she will not object to such use or to oppose Declarant's, its agents or assigns future development or building plans on said adjoining property.

At the turnover meeting the Declarant shall turn over to the Association the responsibility for the administration of the Association and said Association shall accept the administrative responsibility. The Declarant shall deliver, if in existence:

- 1). The original or a photocopy of the recorded declaration and copies of the Bylaws of the Association and any supplements and amendments thereto;

- 2). A deed(s) to the common property in as well as to the easements;

- 3). The minute books, including all existing minutes and other books and records of the Association and the Board of Directors;
- 4). All rules and regulations adopted by the Declarant;
- 5). All funds, if any, of the Association and control of the funds;
- 6). All tangible personal property and an inventory thereof belonging to the Association, if any;
- 7). Records of all property tax payments for the common property to be administered by the Association;
- 8). Copies of any income tax returns filed by the Declarant in the name of the Association and supporting records of the returns, if any;
- 9). All bank signature cards, if any;
- 10). An operating budget for the portion of the Association property turned over to Association administration and a budget for replacement and maintenance of the common property, as applicable;
- 11). A copy of 'as built' architectural, structural, engineering, mechanical, electrical and plumbing plans, if available;
- 12). The plans for underground site service, including television service, site grading, site drainage and landscaping, to the extent those are available and are not official records kept at Washington County;
- 13). Any other plans and information relevant to future repair or maintenance of the Association property;
- 14). A list of the general contractor and the electrical, masonry, landscaping and plumbing contractors responsible for construction or installation of common property improvements;
- 15). Insurance policies;

16). Any permits issued by governmental bodies applicable to the Association property in force or issued within one year before the date on which the owners assume administrative responsibility;

17). A list of any written warranties on the Association property that are in effect and the names of the contractor, subcontractor or supplier who made the installation for which the warranty is in effect;

18). A roster of owners and their addresses and telephone numbers, if known, as shown on the records of the declarant;

19). Employment or service contracts in which the Association is a contracting party or service contracts in which the Association or the owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the service; and

20). Any other contracts to which the Association is a party.

J. 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 two mutually acceptable dates to review the documents covered above.

K. Upon the transfer of Administration of the Homeowners Association to the members by the declarant, as herein set forth, the Association Board of Directors shall establish a reserve account for replacement of all items of common property which will normally require replacement in whole or in part, in more than three and less than thirty years. Said account shall be funded by assessments against the individual lots for maintenance items for which the reserves are established.

The reserve account shall be established in the name of the Arbor Ridge P.U.D. Homeowners Association. The Association shall be responsible for administering the account, for making periodic payments into it, and for adjusting the amount of the payments at regular intervals to reflect changes in current replacement costs over time.

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The account may be used only for replacement of common property and is to be kept separate from assessments for maintenance. However, after the individual lot owners have assumed responsibility for administration of the Association, the Board of Directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses. Funds borrowed to meet temporary expenses under this subsection must be paid later from special assessments or maintenance fees.

Following the second year after the Association has assumed administrative responsibility for the Association, if owners of lots representing 75% of the votes of the Association agree to the action they may vote to increase, reduce or eliminate future assessments for the account.

Assessments paid into the reserve account are the property of the Association and are not refundable to sellers or owners of lots. The sellers or owners of lots may treat their outstanding share of the reserve account as a separate item.

The Association may not sell, convey or subject to a security interest any portion of the common property. This prohibition does not apply to granting of easements for public utilities or other public purposes consistent with the intended use of the common property.

#### **ARCHITECTURAL AND CONSTRUCTION STANDARDS,** **RESIDENTIAL COVENANTS**

The rights of the Association with respect to the common property or the rights of an individual lot owner with respect to a lot or improvements on a lot, shall be restricted as follows. The following covenants, conditions and restrictions are in addition to the ordinances, rules and regulations of Washington County, Oregon. In case of conflict between the following covenants, conditions and restrictions and the ordinances, rules and regulations of Washington County, Oregon, the ordinances, rules and regulations of Washington County shall control.

##### **A. RESIDENTIAL COVENANTS**

###### **1). Land Use and Building Type**

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and a private garage for not less than two (2) cars. The

foregoing provisions shall not exclude construction of a private greenhouse, storage unit, private swimming pool or a shelter for the protection of such swimming pool provided the location of such structure is in conformity with the applicable municipal regulations, the structure is compatible in design and decoration with the residence constructed on such lot and the structure and its location has been approved by the Architectural Control Committee (Committee). The provisions of this section shall not be deemed to prohibit the right of any home builder to construct a residence on any lot, to store construction materials and equipment on said lots in the normal course of construction and to use any single family residence as a sales office or model home for purposes of sale in this P.U.D.. There shall be no construction, landscaping, clearing, grading, tree cutting or land filing on a lot without the approval of the Architectural Control Committee. There is a right to repair or restore improvements on the lot at the owner's discretion in the event of damages or destruction; however, at all times such improvements must comply with these CC&R'S and the rules and regulations of the Architectural Control Committee.

**2). Dwelling Size**

The total floor area of a dwelling, whether of single or two story construction, exclusive of open porches and garages, shall not be less than 1200 square feet. The Declarant must approve, in writing, any exceptions to these standards.

**3). Easements and Setbacks**

Easements as shown on the P.U.D. plat shall be preserved by the respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his or her expense, except for improvements for which the Association or a public authority or utility is responsible. All set backs must at a minimum meet the ordinances, rules and regulations of the governing authority. Declarant reserves the right, however, to impose more restrictive front, rear and side yard setbacks as necessary to protect and enhance the character of Arbor Ridge.

**4). Offensive Activities**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done, grown or placed upon

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any lot which interferes with or jeopardizes the enjoyment of other lot owners within this P.U.D..

**5). Animals**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.

**6). Signs**

No signs shall be erected or maintained on any lot (excluding Arbor Ridge entry monument signs) except that not more than one "For Sale" sign placed by the owner, Declarant or by a licensed real estate agent, consistent with controlling governmental ordinances, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by an owner.

**7). Parking**

Parking of boats, trailers, motor homes, motorcycles, trucks, truck-campers and like equipment shall not be allowed on any part of the property nor on public streets, common property, or alleys adjacent thereto excepting only within the confines of an enclosed garage. Each dwelling must have off street parking spaces for at least four vehicles. Garage bays may be counted for the purpose of meeting this requirement.

No owner shall permit any vehicle of any kind including without limitation, boats, trailers, motor homes, motorcycles, trucks, truck campers, etc. to be abandoned or to remain parked upon any lot, the common property, alley or street for a period in excess of forty-eight (48) hours.

The Declarant or appointed agent of the Homeowners Association may give written notice to anyone violating these parking conditions by leaving said notice on the offending vehicle. If no corrective action is taken within 24 hours after the second notice is left on the offending vehicle the declarant or agent may cause the offending vehicle to be towed at the owners sole expense.

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**8). Private Streets or Alleys**

All private driveways, streets or alleys shall be separated from public rights of way and common property tracts by standard driveway approaches.

**9). Rubbish and Trash**

No lot, open space, common property, street or alley shall be used as a dumping ground for trash or rubbish of any kind. All garbage or other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings, debris and dirt resulting from landscaping work shall not be dumped onto streets, open space, common property, alleys, any lot or adjacent property.

**10). Temporary Structures**

No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.

**11). Utilities**

No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or other structure supporting said overhead wire shall be erected, placed or maintained within this P.U.D.. All owners of lots within this P.U.D., their heirs successors and assigns shall use underground wires to connect their premises and the structures built thereon to the underground electric, T.V. cable, or telephone utility facilities provided.

**12). Completion of Construction**

The construction of any building on any lot, including private lot drainage, painting and all exterior finish shall be completed within eight (8) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control Committee.

**13). Landscape Completion**

All front, rear and side yard landscaping must be completed pursuant to a landscaping plan approved by the Architectural Control Committee. The landscaping on all front yards and on corner lots side yards must be installed upon substantial completion of the residence. All remaining landscaping must be completed within 6 months of occupancy of the dwelling. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable time, but only after written application is made to the Architectural Control Committee and the Committee's approval is obtained. Landscaping plans which include vinyl clad cyclone fencing shall incorporate plant materials designed to buffer or soften said fencing from exposure to any street or common area.

**14). Fences, Hedges, Walls and Retaining Walls**

No fence, hedge, wall or retaining wall shall be erected without prior written approval of the Architectural Control Committee as to design, size, color, location and materials. Washington County code regulates all fence heights depending on individual lot configuration and topography to assure proper sight and visibility goals are achieved. No fence or hedge may be placed forward of the dwellings front elevation building footprint. No fence or hedge may be placed in a side yard adjacent to a public street without approval of the Architectural Control Committee. Washington County Code limits combinations of fences and retaining walls to a maximum of ten (10) feet in height (six foot fence and four foot wall) except as otherwise permitted by an approved variance.

**15). Antennas and Service Facilities**

No exterior antennas or aerials of any kind shall be permitted unless required for reception and then only as approved by the Committee. Clothes lines and other service equipment shall be screened so as not to be viewed from any street. A satellite dish may be allowed, if it can be situated on the lot so as not to be visible from any other lot or roadway in or around the subject lot. Approval for a satellite dish and any associated screening must be obtained from the Committee prior to installation.



16). Exterior Materials

Exterior materials must be approved for use by the Architectural Control Committee and in accordance with any provisions contained in a purchase agreement for any lot within this P.U.D.. All Roofing material is to be the equivalent of at least 25 year architectural grade asphalt composition and must be approved by the Architectural Control Committee. Exterior Siding must be approved by the Architectural Control Committee. Dwellings shall be Double Wall Construction on all elevations. T-111 or other pressed wood sheet siding shall not be allowed. Windows shall be wood, vinyl clad wood or vinyl with sight lines equivalent to wood. In appropriate circumstances the Architectural Control Committee may approve other materials if necessary to facilitate design, provided they are in keeping with the character of Arbor Ridge P.U.D.

17). Exterior Finish

The exterior finish of all construction on any lot shall be designed, built and maintained in such a manner as to blend in with the existing structures and landscaping within this P.U.D.. Exterior colors must be approved by the Architectural Control Committee. Exterior trim, fences, doors, railings, decks, eaves, gutters, exhaust pipes and exterior finish on garages and other accessory buildings shall be designed, built and maintained to be compatible with exterior of the structures they adjoin.

18). Landscaping and Maintenance

Each Owner and Occupant of a lot or house in Arbor Ridge P.U.D. shall maintain at all times such Owner or Occupant's lot and improvements in an attractive, neat and good condition as provided herein, at such Owner's or Occupant's expense. Required maintenance and repair shall include without limitation: 1) maintenance of all parking areas, private drives, curbs, and walkways in a clean and safe condition, including cleaning and repairing as often as is necessary; 2) maintenance of landscaping in an attractive, neat, orderly, trimmed and cut condition at all times, free of brush, weeds, and debris and in compliance with the Street Landscaping Plan, to the extent such a plan is applicable, including sidewalks and street trees (this provision includes the area between the property line of any lot and nearest curb); 3) cleaning maintenance, and replacement of any external lighting fixtures and bulbs;

and, 4) maintenance, repair and/or replacement and care in an attractive and neat condition of exterior building surfaces, their paint and/or stain, roofs, gutters, and downspouts. On Arbor Ridge No. 2 lots the maintenance provided by the Homeowners Association shall be considered sufficient to meet those portions of this requirement which overlap with the services provided by the Association.

**19. Window Coverings**

Window coverings, curtains, shutters, drapes or blinds, other than those of commercially produced quality, shall not be permitted to be visible from any public or private street at any time after occupancy of the dwelling.

**20). Business and Commercial Activities**

No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any lot. Excepted from this general rule is the right of any homebuilder and the Declarant to construct residences on any lot, to store construction equipment and material on said lots in the normal course of construction and to use any single family residence as a sales office or model home for purposes of sales in this P.U.D.. In addition, the Declarant shall be permitted to maintain a sales trailer on any unsold lot until all lots have been sold. This provision shall not be construed to prevent or prohibit an owner from maintaining his or her professional personal library, keeping his or her personal business or professional records of accounts, handling his or her personal business or professional telephone calls, or conferring with business or professional associates, clients customers in his or her home. This later provision is intended to recognize the right of an owner to conduct a business based upon electronic communication devises or other non-intrusive processes provided such a business does not rely upon or cause increased traffic to or from the home site and does not involve use of on-site employees.

**21). Mail and Paper Delivery Boxes**

Mail boxes and newspaper receptacles placed in front of any lot shall be included in a single structure of a design approved by the Architectural Control Committee unless otherwise dictated by the U.S. Postal Service.

**22). Swimming Pools**

The location of a swimming pool on any lot must be approved by the Architectural Control Committee. Adequate and Committee approved safety fencing must be installed and properly maintained around swimming pools.

**23). Damage to Roads or Curbs During Construction**

Any damage to roads, sidewalks, or curbs which occurs during the course of construction of any kind on a lot shall be the responsibility of that lot owner. Repair of such damage, if not undertaken by the lot owner within 30 days of notice to correct may, at their option, be undertaken by the Declarant or the Association if it has been activated. The cost of such repair shall be billed to and borne by the lot owner and shall be payable within 30 days after it becomes due. Failure to pay for any repair billed shall cause the lot owner to be liable for interest at the rate of 15% per annum and costs of collection including attorneys fees and such unpaid amounts shall become a lien on the lot owned by the lot owner.

**24). Sidewalks and driveways**

All driveways shall extend from the edge of the finished surface of streets in Arbor Ridge to the surface of the garage floor and shall be constructed of concrete and/or materials acceptable to the Committee such as brick or cobblestones. No asphalt driveways will be permitted. Sidewalks shall be installed by the owner of each lot in compliance with the standards of the governing political authority.

**ARBOR RIDGE No. 2 (lots 127 through 249)**

Lots 127-249 are declared an area of special concern which shall, in addition to the privileges and obligations heretofore established for all property in Arbor Ridge and Arbor Ridge No. 251. 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. 2 lots, the following shall control the construction and use of homes on lots 127 through 249 inclusive.

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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, 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. Woods 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 127-249, shall pay an annual special landscape maintenance fee of \$360. 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 127-249.

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 129-251 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 127-249 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 lot 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 127-249.

F. The floor area of a dwelling on lots 127-249, 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.

**B. ARCHITECTURAL CONTROL COMMITTEE**

**1). Architectural Review**

No structure, including storage shelters, shall be commenced, erected, placed or altered on any lot until construction plans and specifications and a plat showing the nature, shape, heights, materials, colors and proposed location of the structure or alteration have been submitted to and approved in writing by the Architectural Control Committee (Committee). It is the intention and purpose of this covenant to assure quality of workmanship and materials, harmony of external design with the existing structures as to location, topography and finished grade

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elevations, to avoid plan repetition and to protect views from adjacent lots. In all cases the Architectural Control Committees' consent is required.

**a). Major Construction**

In the case of initial or substantial additional construction of a dwelling the lot owner shall prepare and submit to the Architectural Control Committee such plans and specifications for the proposed work as the Committee may require. Materials required by the Committee may include, but not necessarily be limited to the following:

- (1). A plan indicating location of all improvements including private drainage.
- (2). A drawing showing elevations, exterior materials and exterior color schemes of all improvements, including the mailbox/newspaper structure and fencing;
- (3). A drawing showing yard landscape design and location including a description of plant materials in all front or sideyards facing a street.

**b). Minor Construction**

In the case of minor additions or remodeling, change of existing exterior color schemes or exterior materials, greenhouse, swimming pool construction, or any other work not referred to in a). above, the owner shall submit to the Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal.

**c). Time for Rendering a Decision**

The Architectural Control Committee shall render its decision with respect to the proposed work within 10 days after it has received all required materials.

**2). Architectural Control Committee Decisions**

The Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that Declarant intends for the P.U.D.. Considerations such as site, shape, size, color, design, height, impairment of the view from

other lots within this P.U.D. or other factors which the 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.

### **3). Membership: Appointment and Removal**

The Architectural Control Committee shall consist of as many persons as the Declarant may from time to time appoint. The Declarant shall keep on file at its principal office a list of names and addresses of Committee members. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these covenants. The powers and duties of such Committee shall cease six (6) months after completion of construction of all dwellings on all building sites within this project and the sale of said dwellings to the initial owner/occupants. The Homeowners Association may assume the role of the Committee only upon the termination of the Committees' powers and duties as set forth in this paragraph.

### **4). Liability**

Neither the Committee nor any member thereof shall be liable to any owner, occupant, builder or developer for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act by the Committee or a member thereof, provided that the member has in accordance with actual knowledge possessed by him acted in good faith.

### **5). Action**

Except as otherwise provided herein, any one member of the Committee shall have power to act on behalf of the Committee without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

### **6). Nonwaiver**

Consent by the Committee to any matter proposed to it within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

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**7). Effective Period of Consent**

The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of work has commenced or the owner has applied for and received an extension of time from the Committee.

**8). Term and Amendment**

These covenants shall run with and bind all the property within this P.U.D. for a term of twenty five (25) years from the date this declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This declaration or parts thereof can be terminated, revoked or amended only by duly recording an instrument which contains the amendment or the order of revocation or termination and which is signed by the owners of seventy five percent (75%) of the platted lots except that the Declarant shall retain the authority to make amendments until the last lot is constructed upon.

**(9). Enforcement**

In the event of any violation of any of the provisions of this declaration, the Declarant, the Association once it controls the CC&R'S as set forth herein, or any other person or persons owning real property within Arbor Ridge may, at their option, exercise the right to enforce these covenants by prosecuting any proceeding at law or in equity necessary to prevent the violation or to recover damages sustained by reason of such violation. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action successfully prosecuted to abate or recover damages for violation of the provision of this declaration, the prevailing party shall be entitled to recover all costs including reasonable attorney fees incurred in such enforcement.

**(10). Severability**

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

**(11). Limitation of Liability of Declarant**

Neither Declarant nor any officer or director thereof shall



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be liable to any owner on account of action or failure to act by Declarant in performing its duties or rights as herein set forth provided that the Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.

IN WITNESS WHEREOF, the Declarant herein, has hereunto set their hands this 27 day of January, 2000.

West Hills Development Company

by [Signature]  
DENNIS E. SACKHOFF, PRESIDENT

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

State of Oregon

County of Washington

SS.

I Janet N. Busk a Notary Public for the State of Oregon certify that on the 27 day of JANUARY, 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.

[Signature]  
Janet N. Busk

Notary Public for Oregon

My commission expires: 2/2/02

