

"HAZELWOOD"

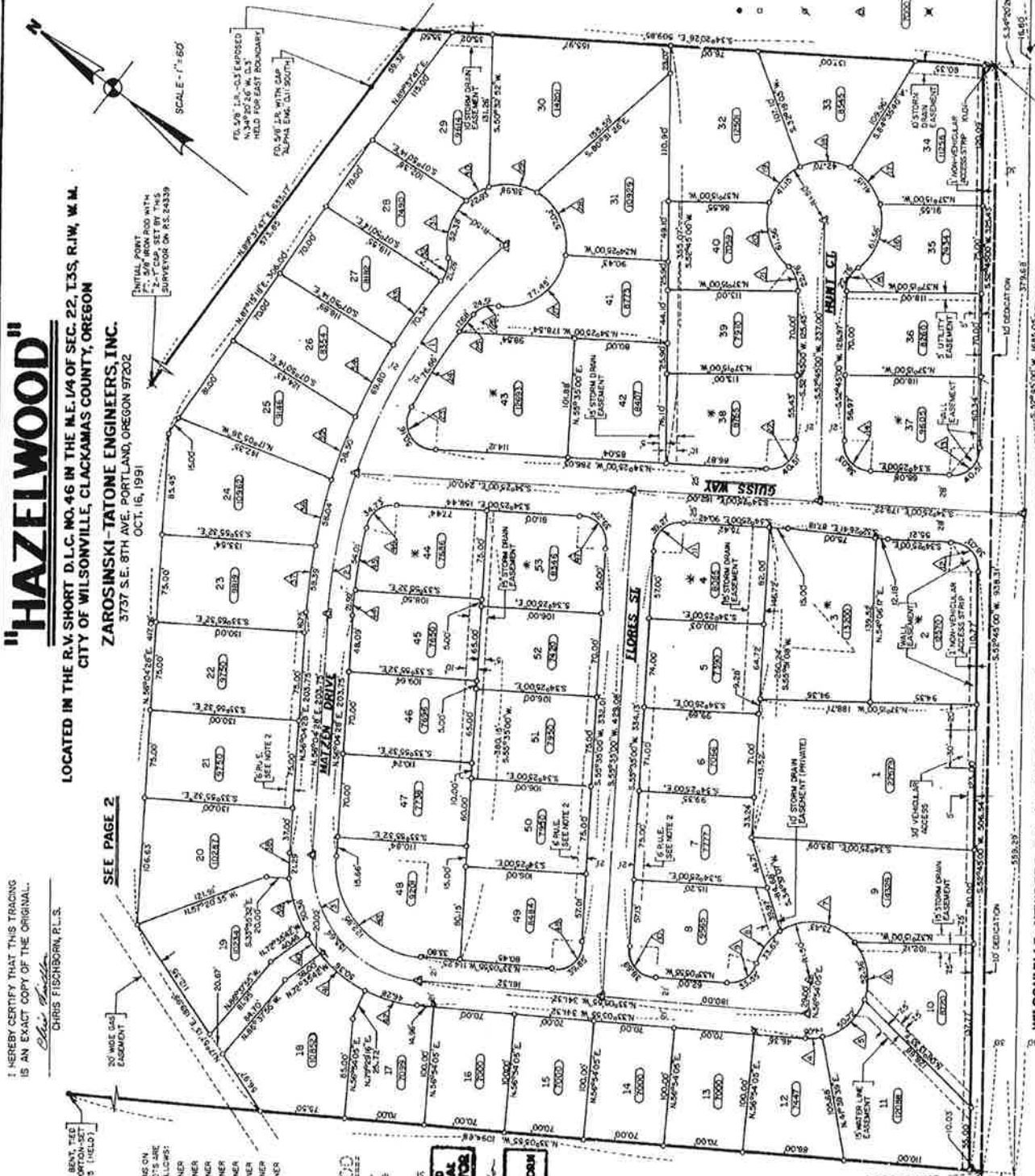
LOCATED IN THE R.V. SHORT D.L.C. NO. 46 IN THE M.E. 1/4 OF SEC. 22, T.3S, R.1W, W.M.
 CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON
 ZAROSINSKI-TATONE ENGINEERS, INC.
 3737 S.E. 8TH AVE. PORTLAND, OREGON 97202
 OCT. 16, 1991

I HEREBY CERTIFY THAT THIS TRACING
 IS AN EXACT COPY OF THE ORIGINAL.
 Chris Fischer, P.L.S.

DRIVEWAY LOCATIONS ON
 FOLLOWING LOTS ARE
 RESTRICTED AS FOLLOWS:
 LOT 2 - N.E. CORNER
 LOT 3 - N.E. CORNER
 LOT 4 - S.W. CORNER
 LOT 37 - N.E. CORNER
 LOT 38 - S.E. CORNER
 LOT 43 - N.E. CORNER
 LOT 44 - N.W. CORNER
 LOT 53 - S.W. CORNER

INZA WOOD
 MIDDLE
 SCHOOL
 REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 Chris Fischer

OREGON
 JUNE 27, 1988
 CHRIS FISCHER
 P.L.S.



NO.	RADIUS	CHORD	ARC	CHORD BEARING
1	460.00	291.937	285.65	232.89 N. 87° 56' 07" E.
2	460.00	194.54	182.36	122.02 N. 83° 24' 45" E.
3	100.00	89.123	156.64	142.60 N. 105° 17' 1" E.
4	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
5	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
6	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
7	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
8	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
9	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
10	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
11	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
12	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
13	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
14	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
15	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
16	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
17	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
18	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
19	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
20	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
21	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
22	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
23	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
24	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
25	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
26	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
27	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
28	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
29	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
30	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
31	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
32	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
33	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
34	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
35	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
36	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
37	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
38	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
39	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
40	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
41	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
42	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
43	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
44	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
45	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
46	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
47	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.
48	50.00	46.994	84.09	140.00 N. 104° 02' 47" E.

LEGEND
 DENOTES MONUMENTS FOUND AS NOTED.
 DENOTES 5/8" x 3/8" IRON ROD SET WITH A YELLOW PLASTIC CAP STAMPED ZAROSINSKI-TATONE, INC. L.S. 1944, DRIVEN TO GROUND SURFACE.
 CORNER LINDS IN POWER POLE SET BRASS SCREW IN CURB ON PROPERTY LINE EXTENSION 6.80 FEET FROM TRUE CORNER WITH WASHER STAMPED "Z-T, L.S. 1944".
 DENOTES 5/8" x 3/8" IRON ROD SET WITH AN ALUMINUM CAP STAMPED ZAROSINSKI-TATONE INC. WITH PUNCH MARK.
 DENOTES AREA IN SQUARE.
 DENOTES 5/8" IRON ROD FOUND WITH A YELLOW PLASTIC CAP STAMPED ZAROSINSKI-TATONE, INC. L.S. 1944 SET BY THIS SURVEYOR ON P.S. 24-239.

SEE PAGE 2
 WILSONVILLE-NEWBERG RD. (MARKET RD. NO. 6)
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"HAZELWOOD"

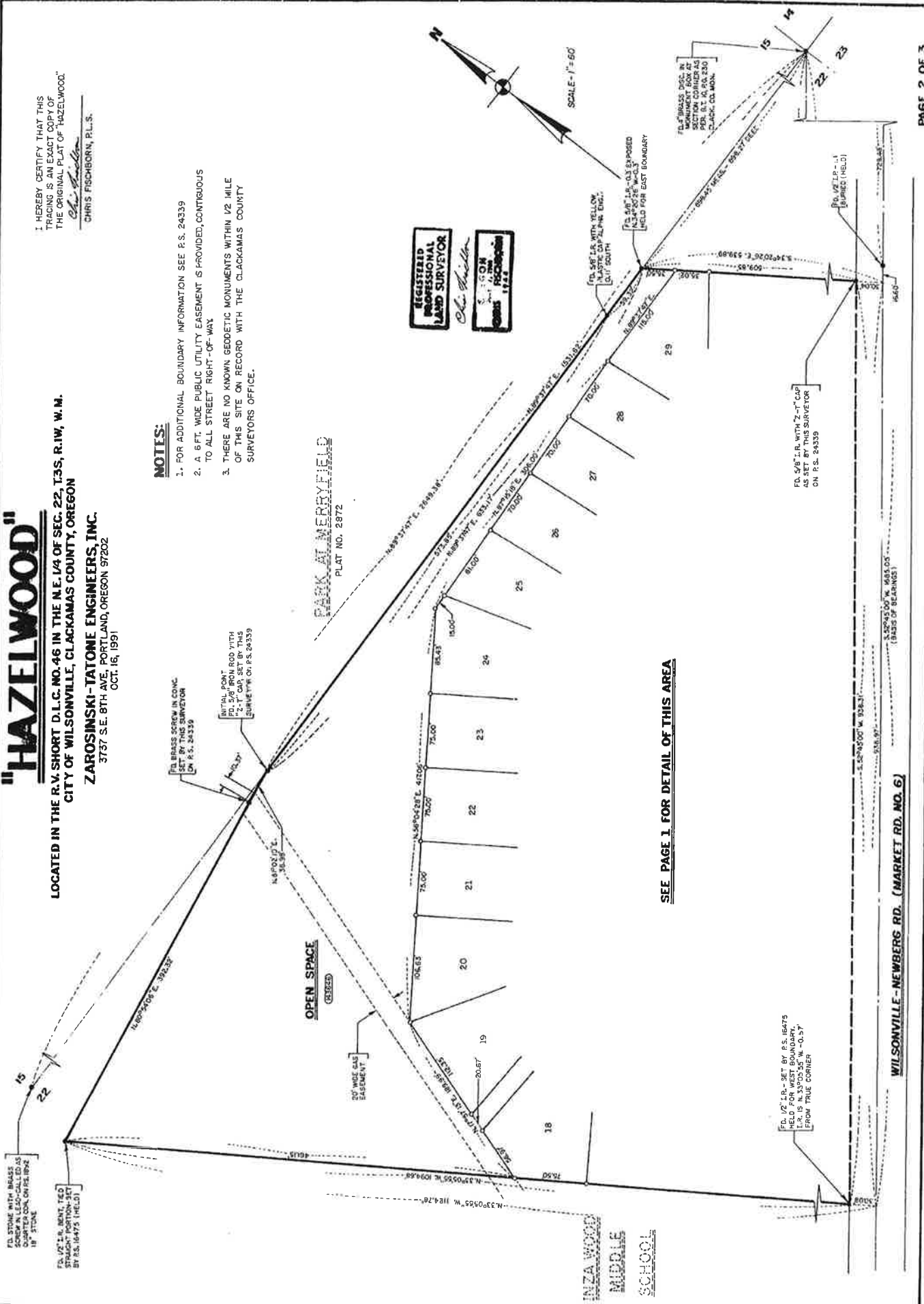
LOCATED IN THE R.V. SHORT D.L.C. NO. 46 IN THE N.E. 1/4 OF SEC. 22, T.3S, R.1W, W.M.
 CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON
ZAROSINSKI-TATONE ENGINEERS, INC.
 3757 S.E. 8TH AVE., PORTLAND, OREGON 97202
 OCT. 16, 1991

I HEREBY CERTIFY THAT THIS
 TRACING IS AN EXACT COPY OF
 THE ORIGINAL PLAT OF "HAZELWOOD".

Chris Fishborn
 CHRIS FISHBORN, P.L.S.

NOTES:

1. FOR ADDITIONAL BOUNDARY INFORMATION SEE P.S. 24339
2. A 6 FT. WIDE PUBLIC UTILITY EASEMENT IS PROVIDED, CONTIGUOUS TO ALL STREET RIGHT-OF-WAY.
3. THERE ARE NO KNOWN GEODETIC MONUMENTS WITHIN 1/2 MILE OF THIS SITE ON RECORD WITH THE CLACKAMAS COUNTY SURVEYORS OFFICE.



SEE PAGE 1 FOR DETAIL OF THIS AREA

WILSONVILLE-NEWBERS RD. (MARKET RD. NO. 6)

"HAZELWOOD"

LOCATED IN THE R.V. SHORT D.L.C. NO. 46 IN THE N.E. 1/4 OF SEC. 22, T.13S, R.1W, W.M. CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON

ZAROSINSKI-TATONE ENGINEERS, INC.

3737 S.E. 8TH AVE., PORTLAND, OREGON 97202

OCT. 16, 1991

SURVEYOR'S CERTIFICATE:

I, CHRIS FISCHBORN, BEING FIRST DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS, THE LANDS REPRESENTED ON THE ADJOINING MAP TO BE KNOWN HENCEFORTH AS "HAZELWOOD" LOCATED IN THE R.V. SHORT DONATION LAND CLAIM NO. 46, IN THE NORTHEAST ONE QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN IN THE CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON, SAID PARCEL OF LAND BEING ALL OF THAT PARCEL OF LAND CONVEYED TO RUSSELL L. GUISS AND NORMA M. GUISS AND RECORDED APRIL 20, 1966, IN BOOK 672, PAGE 799, RECORD OF DEEDS, CLACKAMAS COUNTY, OREGON, THAT AT THE INITIAL POINT OF SAID SURVEY I FOUND A 5/8 INCH BY 30 INCH LONG IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "ZAROSINSKI-TATONE, INC." SET BY THIS SURVEYOR ON P.S. 24339. SAID INITIAL POINT BEING ON THE NORTHERLY LINE OF SAID GUISS PROPERTY AND THE NORTHERLY LINE OF SAID SECTION 22 AT A POINT THAT BEARS SOUTH 89°37'47" WEST ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1531.62 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 22.

THENCE FROM SAID INITIAL POINT, NORTH 89°37'47" EAST ALONG THE NORTHERLY LINE OF SAID SECTION 22 AND THE NORTHERLY LINE OF SAID GUISS PROPERTY A DISTANCE OF 633.17 FEET TO THE NORTHEASTERLY CORNER OF SAID GUISS PROPERTY; THENCE SOUTH 34° 20'26" EAST ALONG THE EASTERLY LINE OF SAID GUISS PROPERTY A DISTANCE OF 509.85 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE WILSONVILLE - NEWBERG ROAD (MARKET ROAD NO. 6); THENCE SOUTH 52°45'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 938.31 FEET TO THE SOUTHWESTERLY CORNER OF SAID GUISS PROPERTY; THENCE NORTH 33°05'55" WEST ALONG THE WESTERLY LINE OF SAID GUISS PROPERTY A DISTANCE OF 1094.69 FEET TO THE NORTHWESTERLY CORNER OF SAID GUISS PROPERTY; THENCE NORTH 80°54'06" EAST ALONG THE NORTHERLY LINE OF SAID GUISS PROPERTY A DISTANCE OF 392.32 FEET; THENCE NORTH 81°02'10" EAST ALONG THE NORTHERLY LINE OF SAID GUISS PROPERTY A DISTANCE OF 36.98 FEET TO THE INITIAL POINT OF BEGINNING OF THE HEREIN DESCRIBED "HAZELWOOD".

I HEREBY CERTIFY THAT THIS TRACING IS AN EXACT COPY OF THE ORIGINAL PLAT OF "HAZELWOOD".

Chris Fischborn

CHRIS FISCHBORN, P.L.S. 1944



DECLARATION:

I KNOW ALL PEOPLE BY THESE PRESENTS THAT PAT SONNEN AND CLAUDIA SONNEN, LONNIE WILLIAMS AND CAROL WILLIAMS, RUSSELL L. GUISS AND NORMA M. GUISS, OWNERS OF THE LANDS REPRESENTED ON THE ANNEXED MAP AND MORE PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, DO HEREBY DECLARE THE ANNEXED MAP OF "HAZELWOOD" TO BE A CORRECT MAP AND PLAT OF SAID PROPERTY AND THAT WE HAVE CAUSED THIS SUBDIVISION PLAT TO BE PREPARED AND THE PROPERTY SUBDIVIDED AS SHOWN ON SAID PLAT, IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 92 OF OREGON REVISED STATUTES, FURTHERMORE WE DO HEREBY DEDICATE TO THE PUBLIC FOREVER THE STREETS AND UTILITY EASEMENTS AS SHOWN AND NOTED ON SAID MAP. THERE ARE NO WATER RIGHTS APPURTENANT TO THIS PROPERTY.

Pat Sonnen LONNIE WILLIAMS *Russell L. Guiss* RUSSELL L. GUISS
Claudia Sonnen CAROL WILLIAMS *Norma M. Guiss* NORMA M. GUISS

ACKNOWLEDGEMENT:

STATE OF OREGON S.S.
COUNTY OF CLACKAMAS

BE IT REMEMBERED, THAT ON THIS 31st DAY OF October, 1991, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF OREGON, PERSONALLY APPEARED PAT SONNEN AND CLAUDIA SONNEN, LONNIE WILLIAMS AND CAROL WILLIAMS, RUSSELL L. GUISS AND NORMA M. GUISS, KNOWN TO ME TO BE THE PERSONS NAMED IN THE FORGOING DOCUMENT, WHO BEING FIRST DULY SWORN, DID ACKNOWLEDGE TO ME THAT THEY EXECUTED THE FORGOING DOCUMENT FREELY AND VOLUNTARILY, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, THE DAY AND YEAR FIRST IN THIS CERTIFICATE WRITTEN.

Russell L. Guiss
NOTARY PUBLIC FOR THE STATE OF OREGON
MY COMMISSION EXPIRES 10-17-93

CITY OF WILSONVILLE APPROVALS:

APPROVED THIS 24th DAY OF DECEMBER, 1991.
CITY OF WILSONVILLE SURVEYOR/CITY ENGINEER

BY *George Jacobs*

APPROVED THIS 20th DAY OF DECEMBER, 1991.
CITY OF WILSONVILLE PLANNING DIRECTOR

BY *Wayne A. Hansen*

APPROVED THIS 20th DAY OF DECEMBER, 1991.
CITY OF WILSONVILLE COMMUNITY DEVELOPMENT DIRECTOR

BY *Steve Carter*

CLACKAMAS COUNTY APPROVALS:

APPROVED THIS 16th DAY OF FEBRUARY, 1991.
CLACKAMAS COUNTY SURVEYOR FOR COMPLIANCE WITH ORS 209.250 ONLY.

BY *Scottie Sapp*

PURSUANT TO O.R.S. 92.095, I HEREBY CERTIFY THAT ALL TAXES HAVE BEEN PAID THROUGH JULIE 30TH, 1992.

APPROVED THIS 10th DAY OF FEBRUARY, 1992.

ASSESSOR & TAX COLLECTOR *Ray Erland*

BY *Carol Patton*

APPROVED THIS 10 DAY OF February, 1992.
CLACKAMAS COUNTY COMMISSIONERS

BY *Yvonne Nammo*

BY *Patricia Roberts*

BY *Debra Roberts*

ATTEST THIS DAY OF February, 1992.

CLACKAMAS COUNTY CLERK

BY *Debra Roberts*

ACKNOWLEDGEMENT:

STATE OF OREGON S.S.

I DO HEREBY CERTIFY THAT THE ATTACHED PLAT WAS RECEIVED FOR RECORD ON THE 11th DAY OF Feb., 1992, AT 3:00 O'CLOCK P.M., AND RECORDED ON PAGE 97 IN BOOK 9 OF RECORDS & PLATS OF SAID COUNTY.

CLACKAMAS COUNTY CLERK *John Kautzman*

DEPUTY *Debra Roberts*

BY *Debra Roberts*

BY *Debra Roberts*

BY *Debra Roberts*

BY *Debra Roberts*

BY *Debra Roberts*

CHICAGO TITLE INSURANCE COMPANY OF OREGON
HAS RECORDED THIS INSTRUMENT AS AN ACCOM-
MODATION ONLY AND ASSUMES NO LIABILITY FOR
ERRORS OR OMISSIONS HEREIN, NOR DOES
CHICAGO TITLE REPRESENT THAT IT WILL CREATE
THE ESTATE OR INTEREST IN REAL PROPERTY
WHICH IT PURPORTS TO CREATE.

DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS FOR
HAZELWOOD SUBDIVISION

THIS DECLARATION is made this 14th day of April, 1992,
by Lonnie and Carol Williams, Declarants.

Declarants own Lots 4 through 53 in Hazelwood, Plat Book
No. 97, Page 9, Clackamas County Plat Records.

Declarants desire to subject the property described in
such plat to the conditions, restrictions and charges set forth
herein for the benefit of such property and its present and
subsequent owners.

NOW, Declarants hereby declare that the property described
in the plat of Hazelwood shall be held, sold and conveyed subject
to the following easements, covenants, restrictions and
charges, which shall run with such property and shall be binding
upon all parties having or acquiring any right, title or interest
in such property or any part.

(1)

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CHICAGO TITLE INSURANCE CO 3-9204-30

ARTICLE 1

DEFINITIONS

As used in this Declaration, the terms set forth below shall have the following interpretations:

1.1 "Master Plan" means the Master Plan of Hazelwood approved by the City of Wilsonville.

1.2 "Association" means the nonprofit corporation to be formed to serve as the owners association.

1.3 "Initial Development" means the property developed as "Hazelwood".

1.4 "Architectural Review Committee" means the committee appointed to review all plans for landscaping, building, or remodeling.

1.5 "Common Area" means those tracks designated as open spaces on any plat of the property.

1.6 "Common Maintenance Areas" means those areas designated as such in this declaration.

1.7 "Improvement" means every structure or improvement of any kind.

1.8 "Lot" means a platted or partitioned lot within the Property.

1.9 "Owner" means the person or persons, including Declarants, owning any Lot in the Property, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot. The rights, obligations and other status of being an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.10 "Sold" means that legal title has been conveyed or that a contract of sale has been executed and recorded under which the purchaser has obtained the right to possession.

1.11 "The Property" means Hazelwood.

1.12 "This Declaration" means all of the easements, covenants, restrictions and charges set forth herein, together with any rules or regulations set forth herein. These may be amended or supplemented from time to time in accordance with the provision hereof.

1.13 "Hazelwood" means the Initial Development.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Initial Development, Declarants hereby declare that all of the real property described below is owned and shall be owned, conveyed, used, occupied and improved subject to this Declaration.

All that real property located in the City of Wilsonville, Clackamas County, Oregon, in that certain plat entitled "Hazelwood" filed in the plat records of Clackamas County, Oregon, on the 11th day of February 1992 in Plat Book 97, Page 9.

The initial development contains 53 single-family lots and will contain not more than 53 dwelling units.

2.2 Withdrawal of Property. Declarants may withdraw property from Hazelwood only by duly adopted amendment to this Declaration, except this Declaration may withdraw all or a portion of any property above at any time prior to the sale of the first Lot in the property. Such withdrawal shall be a declaration executed by Declarants and recorded in the deed records of Clackamas County. If a portion of the property is so withdrawn, all voting rights otherwise allocated to Lots being withdrawn shall be eliminated. Such right of withdrawal shall not expire except upon sale of the first Lot within the applicable phase of the property as described above.

2.3 Declaration of Exclusion Lots 1, 2, and 3 are withdrawn from all rules and regulations regarding this declaration. These lots are not subject to any of the Covenants, Conditions, and Restrictions as stated in this declaration. Owner of these lots has none of the rights and privileges of ownership in Hazelwood.

ARTICLE 3

USE RESTRICTIONS

3.1 Structure Permitted. No structures shall be erected

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or permitted to remain on any lot except single-family structures containing dwelling units and structures normally accessory thereto. These provisions shall not exclude construction of a private greenhouse, private swimming pool, or private storage unit, or structure for the storage of a boat and/or camping trailer for personal use, provided the location of such structure is in conformity with the applicable codes of the City of Wilsonville, is compatible with the dwelling structure constructed on such Lot, and has been approved by the Architectural Review Committee. Each dwelling shall have an attached garage for not less than two cars.

3.2 Animals. No animal other than a reasonable number of household pets, which are reasonably controlled so as not to be a nuisance, shall be raised on the property.

3.3 Residential Use. Lots shall only be used for single-family residential purposes. The Board of Directors may make exceptions for occasional use at their discretion. Nothing shall prohibit (a) The right of the Owner of a Lot to handle his personal business or professional telephone calls, or confer with business or professional associates or clients in his own home, or keep his personal business or professional records or accounts in his own dwelling unit. (b) Activities relating to the rental or sale of dwelling units. (c) The right of Declarant or any contractor or homebuilder to construct dwelling units on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any dwelling unit as a sales or rental office or model home for purposes of sales or rental in the Property.

3.4 Maintenance of Structure and Grounds. The structures and grounds of each Lot shall be maintained in a neat and attractive manner, and in good repair. Such maintenance shall include, without exception, painting, repair, replacement and care for roofs, gutters, downspouts and exterior improvements and glass surfaces. In addition, each owner shall keep all shrubs, trees, grass and plantings of every kind on his lot neatly trimmed and free of trash, weeds, and other unsightly material. Each owner shall be responsible for maintaining the areas between such Owner's lot line and the street, including sidewalks and street trees.

3.5 Parking. Parking of commercial vehicles, boats, trailers, motorcycles, trucks, truck campers or other recreational vehicles or equipment and vehicles in excess of three-quarter ton weight shall not be allowed on any part of the Property nor on public streets, excepting only if kept in the side or back yard of the Lot, behind the front of the dwelling, or within a garage or screened area, which has been approved by the Design Review Board prior to construction. No vehicle shall be allowed to be parked on the driveway servicing the dwelling or on public streets adjacent thereto for a period in excess of six days in any thirty day period.

Vehicles owned by a guest, staying with the owner, may be parked on the driveway servicing the building or on public streets adjacent thereto not to exceed fourteen days in any thirty day period.

3.6 Vehicles in Disrepair. No owner shall permit any vehicle which is in an extreme state of disrepair or which is not highway operable and currently licensed to be abandoned or to remain parked upon any Lot or on the Common Area or on any street for a period in excess of forty-eight hours. If the Board of Directors determines that a vehicle is offensive, the Owner will have ten days following the date on which notice is mailed to him, by the Association, to remove such vehicle. If this is not done in ten days from the date of the notice, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner.

3.7 Signs. No signs may be placed on the property or on any Lot. The following being exceptions: (a) One "For Sale" sign or "For Rent" sign placed by the Owner, Declarant or by a licensed real estate agent, not to exceed two feet high and three feet wide may be temporarily displayed on any Lot. (b) Signs used by a builder during the construction and sales period. (c) The temporary placement of "political" signs on any Lot by the Owner, provided such signs are promptly removed after the election to which they pertain.

3.8 Rubbish and Trash. All trash, garbage, yard clippings, wastes of any kind shall be kept in sanitary containers and disposed of in a timely manner. No one is to dump any discarded refuse in the common area. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings or any such materials from any Lot, any Street, or the Common Maintenance Area or Common Area where it was deposited by him within ten days following the date on which notice is mailed to him by the Board of Directors or the Association, the Association may have such materials removed and charge the expense of such removal to the Owner.

3.9 Completion of Construction. The construction of any building on any Lot, including painting and all exterior finish, shall be completed within six 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 Review Committee. The building area shall be kept reasonably clean and in workmanlike order during the construction period.

3.10 Landscape Completion. Front yard landscaping shall be completed within thirty days of completion of the exterior of the house, and all landscaping must be completed within

six months from the date of occupancy of the dwelling unit constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the Architectural Review Committee.

3.11 Hedges and Fences. All hedges and fences placed along the lot lines shall first be approved by the Architectural Review Committee prior to placement.

3.12 Service Facilities. All service facilities shall be screened such that the elements screened are not visible at any time from the street or a neighboring property. All telephone, power, natural gas, cable television, and other communication lines shall be placed underground.

3.13 Antennas and Satellite Disks. Exterior antennas and exterior satellite disks shall not be permitted to be placed upon any Lot except as approved by the Architectural Review Committee.

3.14 Sidewalks. All frontage that is adjacent to or abuts a public thoroughfare shall be sidewalked. Such sidewalks shall be installed by each builder during the construction period of each house in accordance with the City of Wilsonville specifications.

3.15 Plan and Exterior Color Approval. All plans for building, landscaping, and exterior color must be approved, prior to the start of construction, by the Architectural Review Committee. Setbacks and maximum lot coverage must comply with requirements of the City of Wilsonville.

3.16 Dwelling Size. The total square footage, excluding garage and porches, of a single story dwelling shall not be less than (1900) nineteen hundred square feet and shall not be less than (2400) twenty four hundred square feet for a multi-story dwelling.

3.17 Siding and Roof Type. Unless as otherwise specifically approved by the Architectural Review Committee, all dwellings must have a wood shake, wood shingle or tile roof. Siding must be cedar, stucco, wood composition, or brick. The structure must have siding materials on all sides. Each structure must have a reasonable amount of brick on the front of the structure as approved by the Architectural Review Committee.

3.18 Window Coverings. All interior window coverings on the street side of any dwelling must be in neutral color or lined in neutral color so as to comply with the harmony of the development.

3.19 Association Rules and Regulations. As provided by

the By-Laws of the Association, the Association may change, modify or revoke any of the rules and regulations governing the conduct of persons and the operation and use of Lots and the Common Areas as it may deem necessary in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of any changes will promptly be delivered to each Owner and shall be binding upon all Owners and occupants of all Residential Lots upon the date of delivery.

ARTICLE 4

COMMON AREAS AND COMMON MAINTENANCE AREAS

4.1 Common Areas. The areas designated as open spaces on the Plat filed with the City of Wilsonville will be known as common area.

4.2 Maintenance of Common areas. The association shall provide for maintenance of the common area. All assessments levied by the association for the purpose of maintenance shall be used exclusively for maintenance of the common areas, or for the maintenance of the easement and fence area as listed below.

4.3 Maintenance of Easements and Entry Fence. The Association shall maintain the easement to and including the brick fence along Wilsonville Road.

ARTICLE 5

THE ASSOCIATION

Declarant shall organize an association of all of the Owners within Hazelwood. They shall be organized under the name designated by the Declarant, and shall have such powers and obligations as are set forth in this Declaration.

5.1 Organization. Declarant shall organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Oregon. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, it will automatically be succeeded by an unincorporated Association of the same name.

5.2 Membership. Every owner of one or more Lots within Hazelwood shall immediately be a member of the Association. Membership shall immediately be dissolved upon the termination of such ownership.

5.3 Voting Rights. This Association will have two stages of voting rights.

(A) Class I. Class I members include all owners by virtue of ownership, including the Declarant.

(B) Class II. Class II members shall be the Declarant or its successors or assigns. Class II membership shall automatically terminate when 85% of the Lots are sold to residents of the development. Builders

are excluded from this total if they are buying for the purpose of developing and resale. The declarant may elect to terminate this class earlier, at his discretion.

Until Class II membership is terminated all voting rights in the Association shall belong to the Class II members. Upon termination of Class II membership, all rights extend to Class I members. Voting rights on all issues in which votes are cast shall be that Class I members have one vote per lot owned. In the event that there are more than one owner of a lot, the vote shall be as they determine among themselves, but in no case shall there be more than one vote cast with respect to any one lot.

5.4 Duties and Obligations. The Association shall have the following powers, duties, and obligations.

(a) the powers, duties and obligations given by declaration.

(b) the powers, duties and obligations of any nonprofit corporation pursuant to the laws of the State of Oregon.

These powers of the Association may be amended by changes in this Declaration as provided for in this instrument, along with changes in the Articles of Incorporation or By-Laws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Oregon.

5.5 Liability. A Member of the board of directors or an officer of the Association shall not be liable for any damages suffered or claimed on account of any action or failure to act in the performance of his or her duties, unless for acts of gross negligence or intentional harmful acts. In the event that an officer or board of director member is party to any proceeding because the individual was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

5.6 Interim Board. Declarant may appoint from three to five interim directors who will serve until replaced by Declarant or their successors have been elected by the Owners at a meeting described as follows: Declarant shall call a meeting of the Association for the purposes of terminating Class II membership. At the meeting, the interim directors will resign and their successors shall be elected by the Owners as provided in this Declaration and the By-Laws of the Association. If Declarant fails to call the meeting, any Owner may call the meeting by giving notice as provided in the By-Laws.

ARTICLE 6

ARCHITECTURAL REVIEW COMMITTEE

6.1 All Improvements. Before they shall be erected, replaced, altered or begun, must first have been submitted, in writing, to the Architectural Review Committee. Plans must include construction details and specifications including the shape heights, materials, colors and proposed location of the Improvement.

The Committee may charge a fee to cover the cost of the processing of the application. In all cases which the Architectural Review Committee consent is required by this Declaration, the provision of this Article shall apply.

6.2 Committee Decision. The Architectural Review Committee shall make its decision with respect to the construction proposal within ten working days after it has received all material required by it with respect to the application.

6.3 Denial of Plans. The Architectural Review Committee may, at its discretion, deny consent to any proposed work if the Committee find the proposed work would be inappropriate for the particular lot or incompatible with the designs that the Committee intends for Hazelwood.

6.4 Formation of Committee. The Committee shall be appointed by the Declarant and shall consist of as many persons as the Declarant may deem necessary. The Declarant may remove any additional members at any time and may appoint new or additional members at any time. The Association shall keep on file at its principal office a list of the names and addresses of the members of the Committee. Declarant may at any time delegate to the Board of Directors the right to appoint or remove members of the Architectural Review Committee. If the Board so desires, it may serve as the Architectural Committee.

6.5 Majority Action. Unless otherwise provided herein, a majority of the members of the Architectural Review Committee shall have the power to act on behalf of the Committee, without the formality of a meeting. The Committee may render its decision only by written instrument setting forth the action taken by the members.

6.6 Liability. No member of the Architectural Review Committee shall be liable to any Owner, occupant, or builder or developer for any damage, loss or prejudice suffered or claimed on account of any action taken or not taken, provided, only that the member of committee has, in accordance with the actual knowledge possessed by him, acted in good faith.

6.7 Period of Consent. Any consent given by the Committee becomes void after one year of issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the Committee.

6.8 Estoppel Certificate. Within fifteen working days after written request is delivered to the Architectural Committee by any owner, and upon payment of the predetermined costs, the Committee shall provide such Owner with an Estoppel certificate acknowledging and certifying that the Lot owned by the Owner, as of the date either, meets the requirements and is approved as is or, such Improvements do not so comply and the non-compliance will be identified.

ARTICLE 7

Assessments

7.1 Purpose of Assessments. All assessments levied will exclusively be used for the safety, welfare, recreation or health of residents in the property and in particular, for the maintenance of the property. All costs incurred in carrying out these acts, such as legal fees, management, or accounting are also included as necessary costs. Legal fees incurred in one year shall not exceed \$2,000. without approval of seventy five percent of the voting power of the Class I members.

7.2 Amount of Assessment. The maximum annual assessment shall be \$200. per year until or unless it is increased as provided below. This shall be levied for each Lot owned by each Owner, except that no assessment shall be levied against any Lot until it is first occupied or sold to a purchaser other than the Declarant or his successors.

7.3 Limited Benefit Assessments. If it is necessary to perform services which benefit a limited number of lots, the cost of the services may be assessed, on an equal basis, to the lots benefiting from the services. Limited benefit assessments are not subject to the annual maximum assessment as described above.

7.4 Unordinary Assessments. With a vote or written consent of seventy-five percent of the voting power of the Class I members and with the consent of the Class II members if there are any, a special assessment may be levied by the Association in any assessment year, applicable to that year only, for the purpose of defraying all or part of the cost of any construction or reconstruction, unexpected repair, or replacement of a described capital improvement upon the Common area or Common Maintenance Areas, or for any one time expenditure not to be paid for out of regular annual assessments. Each Lot subject to assessment as provided for in section 7.2 shall be equally assessed for these expenditures.

7.5 Duty of the Board of Directors. The Board of Directors will fix the amount of the assessments against each Lot for the purposes set forth above. A reasonable amount of reserves should be kept for such purposes. The Board of Directors will give each Owner written notice of such assessment at least thirty days in advance of the due date of the assessment. A log showing the assessments of each lot shall be kept in an orderly manner and shall be kept in the Association headquarters for inspection by any Owner during regular business hours. Upon request, by an owner, the Board shall furnish a certificate indicating whether the assessments on such Owner's lot or lots have been paid.

7.6 Increase in Maximum Annual Assessment. Any increase in the maximum annual assessment as described above must have the assent of seventy-five percent of the voting power of those members entitled to vote and voting in person or by proxy at a meeting duly called for that purpose. The Board of Directors, may at their discretion, and without a vote of the owners, increase the assessment 1 percent per each 1 percent increase occurring after January 1, 1992 in the United States Department of Labor Consumer Price Index, all Urban Consumers, all items, for Portland Oregon, or the successor of such index.

7.7 Liens and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the property, does hereby covenant, and each Owner of any Lot by acceptance of conveyance, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all assessments as may be levied established and collected from time to time in the manner provided in this Declaration. Such assessments and charges, together with any interest, expense, or legal fees imposed pursuant to Section 8.5 will be a charge on the land and will be a continuing lien upon the lot against which each such assessment or charge is made. Such assessments, charges and other costs shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth below.

ARTICLE 8

ENFORCEMENT

8.1 Violation of General Covenants, Conditions and Restrictions. In the event any Owner is in violation of the covenants, conditions and restrictions in this Declaration, or if the Owner permits violations on his property, the Association, acting through its Board of Directors, will notify the Owner in writing of any such specific violations of the Declaration and will require the Owner to remedy or

quit the same. If the Owner is unable, unwilling or refuses to comply with the Association's specific directives for remedy, or the Owner and the Association cannot agree on an acceptable solution within the framework and intent of this Declaration, and after written notice and opportunity to be heard and within sixty days of written notice to the Owner, then the Association shall have the right to do any or all of the following:

1. Impose fines, in the manner and the amount the Board deems appropriate in relation to the violation, on the Owner.

2. Enter the offending property and remove the cause of such violation, or alter or repair or change the item that is causing the violation in a manner that brings it to conform with this Declaration. In this case the Association may charge the Owner for the cost of such correction, labor and materials included, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings, or

3. Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration. If the Owner is found at fault, all attorney fees afforded the Association, is to be awarded to the Association.

8.2 Payment Default of Assessments and Enforcement of Lien. In case an assessment or other charge levied by the Association, under the direction of this Declaration, is not paid within thirty days of its due date, such assessment or charge shall become delinquent and shall bear interest from the due date at the rate set forth below. In such event the Association may do any or all of the following:

1. The Association may suspend such Owner's right to use any Common Areas and their voting rights until such amounts, plus other charges under this Declaration are paid in full.

2. The Association will have a lien against each lot for any assessment levied against the lot and any fines against the Owner of the lot from the date of recording of a Notice of Lien in the county real property records. The Association has the right to foreclose the lien under ORS Chapter 88. Through its duly authorized agents, the Association may bid on the lot at such foreclosure sale and may acquire and hold, lease or sell the lot.

3. The Association may bring an action to recover a money judgement for unpaid assessments, fines and charges under this Declaration without foreclosing or waiving the lien described in paragraph 2 above.

4. The Association may use any other remedy available to it by law to recover any fees or damages due it.

8.3 Notification of First Mortgage. The Association will notify the first Mortgage of any lot of default of this Declaration in the case of noncompliance.

8.4 Subjugation of lien to Mortgages. The lien of the assessments shall be subordinate to the lien of any mortgage or deed of trust on such lot which was made in good faith and for value and which was recorded prior to the recording of the notice of lien. Sale or transfer of any lot will not affect the assessment lien, but the sale or transfer of any lot which is subject to any mortgage or deed of trust pursuant to a decree of foreclosure or any deed or proceeding deed or assignment in lieu of foreclosure shall extinguish any lien of an assessment notice of which was recorded after the recording of the mortgage or trust deed. Such sale or transfer will not release the lot from liability for any assessments or charges becoming due.

8.5 Expenses, Interest, and Attorney Fees. A late charge may be charged for each delinquent assessment in an amount established by a resolution of the Directors of the Association. Any amount not paid to the Association when due shall bear interest from the date due until paid at the rate of 14 percent per annum, or such other rate as may be established by the Board of Directors, but not to exceed that rate which is lawful under the laws of the State of Oregon. In the event the association files a notice of lien, the lien amount will also include the recording fees associated with filing and a fee for preparing the notice of lien which will periodically be established by the Board of Directors. In the event the Association shall bring any suit or action to enforce this Declaration, or to collect any money due or to foreclose a lien, the owner-defendant will pay to the Association all costs and expenses incurred by it in connection with such suit or action. The prevailing party in such suit or action will recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review.

8.6 Amendment and Repeal. This Declaration or any provision thereof, may at any time, be amended or repealed by a vote of not less than seventy-five percent of the Class I members of the Association along with the written consent of the Class II members, if that membership has not been terminated. This amendment or repeal will only become effective upon being recorded in the deed of records of Clackamas County, Oregon, of a certificate of the president or secretary of the Association, setting forth in full the amendment or repeal as approved and certifying that such amendment or repeal have been approved in the manner required

by this Declaration. The Declarants rights can in no way be diminished by any amendment or appeal without the written consent of the Declarant.

ARTICLE 9

General Provisions

9.1 Duration. The covenants and restrictions of this Declaration shall run with the land, shall inure to the benefit of the Association or the Owner of the Land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a period of 40 years from the date this Declaration is recorded, after which time said covenant shall be automatically extended for successive periods of 10 years unless an instrument terminating these covenants and restrictions signed by members entitled to cast seventy-five percent of the votes.

9.2 Notices. Any notice required to be sent to any member or owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed to the last known address of the person who appears as Member-Owner on the records of the Association at the time of such mailing.

9.3 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.

9.4 Nonwaiver. In no event shall a failure by the Association or by any owner to enforce any covenant or restriction herein be deemed a waiver of the right to do so thereafter.

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THIS DECLARATION is made this 20th day of April, 1992, by ~~Russell D. and Norma M. Guise, owners of Lots 17, 21, and 3, Lonnie and Carol Williams, owners of Lots 4 through 32 and 34 through 52, Russell T. and Marilyn K. Santiago, owners of Lot 53, North Shore Development, Inc., owner of Lot 33, Pat and Claudia Sonnen, owners of Lots 38 and 39, Rodney D. and Nancy L. Williams, owner of Lot 30 in Hazelwood, Plat Rook 97, Page 9, Clackamas County Plat Records.~~

IN WITNESS THEREOF, Declarants have executed this Declaration as of the following dates:

Dated This 20th day of April, 1992.



NORTH SHORE DEVELOPMENT, INC.
An Oregon Corporation.

BY: Bob Schneider

By Scott Huck

State of Oregon

County of Clackamas

The foregoing instrument is acknowledged before me this

20th day of April, 1992 by Scott Huck &
and Robert Schneider.

[Signature]
Notary Public for Oregon

My Commission Expires: Nov 6 1995

15

THIS DECLARATION is made this 14th day of April, 1992, by ~~Russell L. and Norma H. Swiss, owners of Lots 1, 2, and 3, Lonnie and Carol Williams, owners of Lots 4 through 32 and 34 through 52, Russell T. and Marilyn K. Santiago, owners of Lot 53, North Shore Development, Inc., owner of Lot 33, Pat and Claudia Sonnen, owners of Lots 38 and 39, Rodney D. and Nancy L. Williams, owner of Lot 30 in Hazelwood, Plat Book 97, Page 9, Clackamas County Plat Records.~~

IN WITNESS THEREOF, Declarants have executed this Declaration as of the following dates:

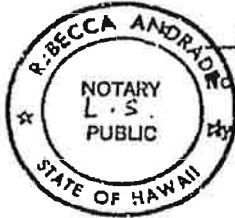
Dated This 22 day of April, 1992.

Russell T. Santiago
RUSSELL T. SANTIAGO
Marilyn K. Santiago
MARILYN K. SANTIAGO

State of Hawaii
County of Honolulu

The foregoing instrument is acknowledged before me this

22nd day of April, 1992 by Russell T. Santiago
and Marilyn K. Santiago.



Rebecca Andrade
Notary Public for State of Hawaii
My Commission Expires: 6-20-93

16

THIS DECLARATION is made this 14th day of April, 1992,
by ~~Russell L. and Norma M. Guise, owners of Lots 1, 2, and 3,~~
Lonnie and Carol Williams, owners of Lots 4 through 32 and 34
through 52, Russell T. and Marilyn K. Santiago, owners of Lot
53, North Shore Development, Inc., owner of Lot 33, Pat and
Claudia Sonnen, owners of Lots 38 and 39, Rodney D. and Nancy
L. Williams, owner of Lot 30 in Hazelwood, Plat Book 97, Page
9, Clackamas County Plat Records.

IN WITNESS THEREOF, Declarants have executed this Declaration
as of the following dates:

Dated This 14th day of April, 1992.

Pat Sonnen
PAT SONNEN

Claudia Sonnen
CLAUDIA SONNEN

State of Oregon

County of Clackamas

The foregoing instrument is acknowledged before me this

14th day of April, 1992 by Pat Sonnen
and Claudia Sonnen.

Jessie S. Bond
Notary Public for Oregon

My Commission Expires: 3/12/95



17

THIS DECLARATION is made this 14th day of April, 1992, by ~~Russell L. and Norma H. Guise, owners of Lots 1, 2, and 3,~~ Lonnie and Carol Williams, owners of Lots 4 through 32 and 34 through 52, Russell T. and Marilyn K. Santiago, owners of Lot 53, North Shore Development, Inc., owner of Lot 33, Pat and Claudia Sonnen, owners of Lots 38 and 39, Rodney D. and Nancy L. Williams, owner of Lot 30 in Hazelwood, Plat Book 97, Page 9, Clackamas County Plat Records.

IN WITNESS THEREOF, Declarants have executed this Declaration as of the following dates:

Dated This 14th day of April, 1992.

Rodney D. Williams
Rodney D. Williams

Nancy L. Williams
Nancy L. Williams

State of Oregon
County of Clackamas

The foregoing instrument is acknowledged before me this

14th day of April, 1992 by Rodney D. Williams
and Nancy L. Williams.



Janice I. Brock
Notary Public for Oregon

My Commission Expires: 3/12/95

18

THIS DECLARATION is made this 14th day of April, 1992, by ~~Russell L. and Norma M. Guico, owners of Lots 1, 2, and 3, Lonnie and Carol Williams, owners of Lots 4 through 32 and 34 through 52, Russell T. and Marilyn K. Santiago, owners of Lot 53, North Shore Development, Inc., owner of Lot 33, Pat and Claudia Sonnen, owners of Lots 38 and 39, Rodney D. and Nancy L. Williams, owner of Lot 30 in Hazelwood, Plat Book 97, Page 9, Clackamas County Plat Records.~~

IN WITNESS THEREOF, Declarants have executed this Declaration as of the following dates:

Dated This 14th day of April, 1992.

Lonnie Williams
LONNIE WILLIAMS
Carol Williams
CAROL WILLIAMS

State of Oregon
County of Clackamas

The foregoing instrument is acknowledged before me this

14th day of April, 1992 by Lonnie Williams
and Carol Williams.



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Janice L. Brock
Notary Public for Oregon
My Commission Expires: 3/12/95

STATE OF OREGON
County of Clackamas
I, John Kluffman, County Clerk, for the County of Clackamas, do hereby certify that the instrument of writing was received for recording in this records of said county at

92 APR 28 AM 9:56



Witness my hand and office
John Kluffman
JOHN KLUFFMAN
County Clerk

Recording Certificate
CCP-02 (Rev. 2/81)

92 25072