

92-43813

SECOND AMENDMENT OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS

HIDDEN GLEN SUBDIVISION  
CITY OF BEND, DESCHUTES COUNTY, OREGON

TO WHOM IT MAY CONCERN:

We, the Owners of a majority of the lots in Hidden Glen Subdivision, Deschutes County, Oregon, are hereby amending the Covenants and Restrictions, including all amendments that were recorded on August 30, 1991, at Book 243, Page 2888, and March 5, 1992, at Book 259, Page 2438 in the Deschutes County official records. A new amendment is now being recorded that will delete all of the above mentioned Covenants, Restrictions and Amendments and to be instituted in place of the above will be the following Covenants and Restrictions. This is being completed pursuant to the articles of the original Covenants, Conditions and Restrictions and the Certificate of Amendment of Covenants, Conditions and Restrictions.

All lots in HIDDEN GLEN SUBDIVISION, Deschutes County, Oregon.

The purpose of these covenants, conditions and restrictions hereafter referred to as "CC&Rs") is to provide for the maintenance of desirable, attractive and healthful living conditions for the development of residences in Hidden Glen, and to insure minimum standards for the use and maintenance of lots and residences.

(1) The property described herein is intended to be developed in two or more phases. Hidden Glen Partners may, but shall have no obligation to, annex additional property to the property described herein. After annexation, the property annexed shall constitute a part of the subdivision and shall be subject to these covenants, conditions, and restrictions.

(2) This is a residential subdivision and no structure shall hereafter be constructed on any of the lots in this subdivision other than residential structures and a private garage for two (2) or more cars, side-by-side, which structure shall not exceed two and one-half stories in height and shall be approved by the Architectural Control Committee prior to any construction. A dwelling structure

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12/ 2/92

After recording, return to:  
BEND TITLE COMPANY  
1195 N.W. WALL, BEND  
*Lori*

may be placed on two adjacent lots which are in common ownership. A private garage, carport, or other auxiliary buildings may be placed and remain on a lot only for so long as an adjacent lot is in common ownership and there is a dwelling structure on the adjacent lot.

(3) The floor area of the structure to be erected, altered, or placed on any lot shall contain a minimum of 1200 square feet, exclusive of open porches and garages.

(4) No temporary or unfinished building shall be used as a residence.

(5) No poultry or livestock shall be kept in this subdivision.

(6) No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(7) Unless amended as provided in Paragraph 8 herein, the restrictions and servitudes imposed hereby shall run with the land and shall bind the present owners, their heirs, administrators, executors, and assigns and all person claiming through and under them.

(8) The restrictions and servitudes imposed hereby may be amended in whole or in part by a majority of the owners of the lots within all phases of Hidden Glen Subdivision, which amendment shall be valid upon recording with the Deschutes County Recorder. The provisions of these CC&Rs may not be amended without the written consent of Hidden Glen Partners until such time as all lots within all phases of Hidden Glen Subdivision are conveyed.

(9) For the purposes of minimum setback lines, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(10) Each home constructed on each lot shall be located in such a way as to keep as compatible as possible with the natural features of the parcel, including terrain, trees, rock outcroppings, and other natural features and also to be compatible with all other neighboring houses.

(11) All exterior siding materials shall be composed of real wood or brick.

(12) All roofs must be composed of Arc 80 30 year roofing, cedar shakes or masonite shakes. Tile roofs are permitted when approved by the Architectural

Control Committee.

(13) All existing trees shall be left standing except those absolutely necessary for the construction of the dwelling and garage.

(14) Exterior paint colors shall be compatible with the surrounding area, and all colors are subject to approval by the Architectural Control Committee.

(15) All construction of homes and garages must be completed within nine months from the date construction begins. A structure is completed when an occupancy permit is issued.

(16) All lots shall be landscaped in the front yards within six months after the exterior of the dwelling is completed with no less than forty percent (40%) of the front yard to be in grass.

(17) All driveways shall be concrete or not less than two inch asphalt.

(18) Each lot shall be maintained in a clean and attractive manner and in good repair so as not to create an eyesore or a fire hazard. No lot shall be permitted to be used as a dumping ground for trash or garbage. Rubbish shall not be burned or buried in any lot or near any lot.

(19) Recreational and/or utility vehicles such as motor homes, trailers, boats, race cars, antique or classic cars, etc., are permitted only when stored in the back or side yard, or in a garage and off the street and not in the front yard, and only when not obstructing the view for any neighbor.

(20) No trailer, tent, shack or other building that is used as a temporary or permanent residence shall be allowed to be placed or constructed on any lot. A small structure or trailer will be allowed for use by a builder as his or her construction office but only for the duration of construction.

(21) The shooting of firearms on any lot in Hidden Glen is prohibited.

(22) No illegal, noxious, or offensive activity, including any nuisance or annoyance is permitted. The noise and other occurrences incident to construction shall not be deemed an offensive activity.

(23) No building shall be erected, placed or altered on any lot until the construction plans have been approved by the Architectural Control Committee, as to external design and harmony with the intent of the subdivision. The Architectural Control Committee is composed of: Linda Louk, A.V. Louk, and

Steve Rzonca, all of Bend, Oregon, who shall serve until a majority of the lots within the subdivision have been sold to the public. Thereafter, the Architectural Control Committee shall be composed of three lot owners of lots within Hidden Glen Subdivision who shall be elected by a majority of the owners of lots within Hidden Glen Subdivision. In the event of the death, inability to act or refusal to act of any member of the Architectural Control Committee, the remaining members shall have full authority to appoint a successor. A majority of the committee may designate a representative to act for the committee. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans have been submitted to it, and in any event, if no suit to enjoin the construction has been instituted prior to the start of construction, approval will not be required and related covenants shall be considered to have been fully complied with.

(24) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(25) These restrictions shall be deemed to be for the protection and benefit of all owners of lots and homes in Hidden Glen, and it is intended hereby that any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce the restrictions herein set forth, including a suit for injunction or for damages.

(26) Invalidation, in whole or in part, of any of the foregoing covenants, restrictions or conditions by judgment, decree or other Court order shall in no way affect any of the remaining covenants, restrictions or conditions and they shall continue in full force and effect.

(27) In the event suit or action shall be brought or appeal taken therefrom, by any person affected by these covenants, conditions, and restrictions for the enforcement of any of the covenants herein, the successful party in such litigation shall be entitled to a judgment against the adverse party or parties for attorneys fees in such a sum as the Court may adjudge reasonable.

(28) In addition to the Covenants, Conditions and Restrictions set forth herein, lots 5, 6, 7, 8, 9 and 10 shall be subject to the additional restrictions set forth on Exhibit "A" attached hereto and incorporated herein by reference.

(29) Hidden Glen Homeowners Association which was created by the original Covenants and Restrictions referred to herein is hereby terminated and dissolved effectively immediately. Recording of this document deletes the above-mentioned covenants, conditions and restrictions which created the Homeowners Association.

IN WITNESS WHEREOF, we have hereunto set our hands this 18<sup>th</sup> day of December, 1992.

HIDDEN GLEN PARTNERS  
CARDINAL DEVELOPMENT CORPORATION  
General Partner

By: [Signature]  
A. V. Louk, President

EAGLE MOUNTAIN CONSTRUCTION, INC.  
General Partner

By: [Signature]  
Steve Rzonca, President

HIDDEN GLEN CORPORATION

By: [Signature]  
John F. Mork, President, by  
Linda Louk, His Attorney-in-Fact

STATE OF OREGON       )  
                                  ) ss.  
COUNTY OF DESCHUTES )

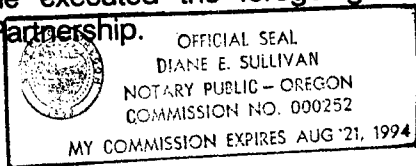
This instrument was acknowledged before me on December 16, 1992, by A. V. Louk, who acknowledged that he was the President of Cardinal Development Corporation, a General Partner of Hidden Glen Partners, and that he executed the foregoing instrument with full authority on behalf of the Partnership.



Lynn Hilliard  
Notary Public for Oregon  
My commission expires: 6-9-95

STATE OF OREGON       )  
                                  ) ss.  
COUNTY OF DESCHUTES )

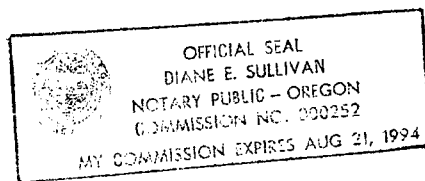
This instrument was acknowledged before me on December 18, 1992, by Steve Rzonca, who acknowledged that he was the President of Eagle Mountain Construction, Inc., a General Partner of Hidden Glen Partners, and that he executed the foregoing instrument with full authority on behalf of the Partnership.



Diane E. Sullivan  
Notary Public for Oregon  
My commission expires: 8/21/94

STATE OF OREGON       )  
                                  ) ss.  
COUNTY OF DESCHUTES )

This instrument was acknowledged before me on December 18, 1992, by Linda Louk, who acknowledged that she was Attorney-in-Fact for John F. Mork, President of Hidden Glen Corporation, and that she executed has executed the foregoing instrument with full authority on behalf of the Corporation.



Diane E. Sullivan  
Notary Public for Oregon  
My commission expires: 8/21/94

## I.

Lots 5, 6, 7, 8, 9 and 10 are adjacent to each other and share a common City of Bend water meter to measure water usage to all of the above-described parcels, together with a related electrical meter to measure power usage required by the water meter (hereinafter "common meters"). The common meters are connected to a common irrigation system which serves all lots described above (hereinafter "irrigation system").

## II.

The owner of each lot described above, for himself and his heirs, executors, and assigns, covenants and agrees to pay the pro-rata share of the cost of providing necessary water, sewer, and electrical services through the common meters to the real property described herein. Each owner's assessment in this regard shall be paid promptly when the same becomes due. In the event of an owner's failure to pay the same promptly when due, such failure shall constitute a lien upon the above-described real property of the owner and may be enforced in the manner allowed by law.

## III.

The owners shall select from their number a single manager for both the common meters and the irrigation system by majority vote with each lot entitled to one vote. An interim manager may be appointed by the current manager to serve until replaced by majority vote of the owners. The manager shall have full authority to take all necessary action with regard to the common meters and the irrigation system. The manager's duties shall include, but not be limited to, allocation, collection and payment of all reasonably necessary fees and expenses relating to the common meters and maintenance and repair of the irrigation system. The manager shall serve until a replacement is elected by the owners or until delivery of written notice of resignation to each owner by the manager. The manager shall have the right to assess and collect a reasonable management fee from each owner.

## IV.

In the event of a default for non-payment of any fee or expense assessed by the manager, the defaulting owner shall reimburse the non-defaulting owner or owners for all costs and expenses reasonably incurred by the non-defaulting owner or owners in connection with the default including, without

limitation; attorney fees. Additionally, in the event a suit or action is filed to enforce the provisions set forth herein or with respect to each owner's obligation relating to the common meters, the prevailing owner shall be reimbursed by the other owner for all costs and expenses incurred in connection with the suit or action including, without limitation, reasonable attorney fees at the trial level and on appeal.

## V.

In the event any owner hereto sells the property owned by the owner, or any part thereof, the owner will assign his interest in this agreement to each successor in interest and cause such successor in interest to assume the obligations contained herein. The provisions set forth herein shall constitute covenants running with and binding the parcels described herein and shall inure to the benefit of and be binding upon the owners and their respective heirs, successors, assigns, administrators, representatives, tenants, and all other persons acquiring any other parcel described herein, or any portion thereof or interest therein, whether by operation of law or other means.

## VI.

The terms and provisions set forth herein shall continue for a period of thirty (30) years from the date set forth herein. Unless terminated in writing by a majority of the owners of the lots described above greater than ninety (90) days prior to the expiration of this agreement or any extension thereof, the agreement shall continue in full force and effect for successive periods of fifteen (15) years each.

## VII.

As used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders or entities.



287 - 0092

STATE OF OREGON )  
COUNTY OF DESCHUTES ) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND  
RECORDER OF CONVEYANCES, IN AND FOR SAID  
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT WAS RECORDED THIS DAY:

92 DEC 31 AM 11:58

MARY SUE PENHOLLOW  
COUNTY CLERK

BY.

*Wallace*

DEPUTY

NO.

92-43813

FEE

45<sup>00</sup>

DESCHUTES COUNTY OFFICIAL RECORDS