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After Recording Return To:
Thomas Bahrman
Hidden Hills Bend LLC
985 SW Disk Drive, Suite 120
Bend, Oregon 97702

**SUPPLEMENTAL DECLARATION
ANNEXING PHASE 2
TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HIDDEN HILLS**

THIS SUPPLEMENTAL DECLARATION ANNEXING PHASE 2 TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HIDDEN HILLS (this "Supplemental Declaration"), effective on its recording in Deschutes County, Oregon, is made and executed by Hidden Hills Bend LLC ("Declarant").

RECITALS

Declarant is the owner of all the real property and improvements on the following described property in Deschutes County, Oregon ("Phase 2"):

Lots 31 through 85, HIDDEN HILLS, PHASE 2 recorded on May 7, 2015 in Cabinet I, Page 56, (Document No. 2015-16881) in the plat records of Deschutes County, Oregon.

Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Hidden Hills on July 1, 2013 in the Official Records of Deschutes County, Oregon as Document No. 2013-27727 (as amended from time-to-time pursuant to its terms, the "Declaration").

Pursuant to Section 1.3 of the Declaration, Declarant desires to annex Phase 2 to the Property subject to the Declaration. "Property," as that term is used in the Declaration and this Supplemental Declaration, now means the original Property referenced in the Declaration (i.e., Phase 1, as defined in the Declaration) and Phase 2, as defined above.

The Property is not a "planned community," as defined under the Oregon Planned Community Act, as may be amended from time to time (ORS 94.550-94.783), as the Owners have no collective responsibility for the maintenance, operation, insurance or other expenses relating to the Property. Each Owner's responsibility with respect to that portion of the Property owned by that Owner is the individual responsibility of that Owner, and there is no commonly owned property in the subdivision.

**ARTICLE 1
ANNEXATION OF PHASE 1**

1.1 Declaration of Annexation. Declarant hereby annexes Phase 2 to the Property. Declarant declares that the Phase 2 property, along with any property previously or subsequently annexed into the Declaration, will be held, transferred, sold, conveyed, and occupied subject to the covenants,

conditions and restrictions contained in the Declaration, which run with the land, which will be binding on all parties having or acquiring any right, title, or interest in the Property, and which will inure to the benefit of all the Owners. Except where this Supplemental Declaration conflicts with applicable laws and regulations, this Supplemental Declaration will be binding upon the Owners of the Property subject to the Declaration.

1.2 Effect of Annexation. Effective upon this annexation, the additional lots in Phase 2 will be entitled to the voting rights as set forth in the Declaration.

**ARTICLE 2
RESERVATION OF EASEMENT
AND AFFIRMATIVE COVENANTS
APPLICABLE TO PHASE 2**

2.1 Single Level Homes. The homes on lots 32, 33, 35 and 46 in Phase 2 are required to be single story from the public road in front of the home.

2.2 Pedestrian Easement. The Declarant and every Owner has a right to use and enjoy the area designated as a public pedestrian easement on the Phase 2 plat (the "Pedestrian Easement"), and the Pedestrian Easement will pass with title to every lot subject to this Declaration. The right to use and enjoy the Pedestrian Easement shall be strictly limited to pedestrian access between the public roads on either end of the Pedestrian Easement, and in the case of Declarant to construct and improve a pathway and boundary fence in the Pedestrian Easement, in its sole discretion. No other Owner shall make any use of the Pedestrian Easement (other than maintenance and repair of the existing fence and pathway) which is continuing or otherwise inconsistent with the fee simple ownership of the Owners on whose lots the Pedestrian Easement is located.

2.3 Maintenance of Pedestrian Easement. Each Owner will maintain and repair the Pedestrian Easement on such Owner's lot, as depicted on the Phase 2 plat, in a clean and attractive condition at such Owner's sole expense, including the removal of weeds and debris in the Pedestrian Easement. With respect to the fence, such maintenance will include, without limitation, periodic power washing and re-staining (in the same color), replacement of broken or warped wood slates, and repair to any masonry columns on such Owner's lot; in no event may the Owner remove any portion of the fence installed in the Pedestrian Easement.

2.4 Installation of Sidewalks. The Owners of any lots fronting a public street on which public sidewalks are not yet installed are required to construct concrete sidewalks consistent with the Civil Engineering plans approved by the City of Bend, and otherwise in conformance with City of Bend codes and standards, within 18 months after the first transfer of the lot by Declarant to any unrelated Owner.

2.5 Landscaping. The Owners of all the lots are required to install and maintain landscaping and irrigation (by automated system) in accordance with the ARC Rules and Guidelines, including without limitation the installation and maintenance of street trees and, where applicable, plants in the landscape strip between the sidewalk and curb immediately adjacent to their lot.

**ARTICLE 3
GENERAL PROVISIONS**

4.1 Enforcement; Attorney Fees. Any Owner, mortgagee or beneficiary under a deed of trust holding an interest on a lot has the right to enforce all or any of the covenants, conditions and restrictions contained in the Declaration and this Supplemental Declaration by any proceeding at law or in equity. Failure by any party to enforce any covenant, condition, or restriction contained in the Declaration and this Supplemental Declaration will in no event be deemed a waiver of their right to do so later. In the event suit or action is commenced to enforce the Declaration and this Supplemental Declaration, the prevailing party will be entitled to its attorney fees and costs in such suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorney fees, to be set by the appellate court.

4.2 Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order will not affect the other provisions of the Declaration and this Supplemental Declaration and the same will remain in full force and effect.

4.3 Duration. The covenants, conditions, and restrictions of this Supplemental Declaration will run with and bind the land for the term of the Declaration.

4.4 Declarant Rights. All of Declarants special rights under the Declaration and this Supplemental Declaration, or otherwise provided by law, will continue in full force and effect until the later of (i) expiration of the initial term of the Declaration or (ii) the date Declarant affirmatively releases, in writing, its rights under the Declaration and this Supplemental Declaration, unless otherwise expressly provided in this Declaration.

4.5 Full Force and Effect. Except as expressly provided in this Supplemental Declaration, all terms and conditions of the Declaration remain in full force and effect. Any inconsistency or conflict between the terms of the Declaration and this Supplemental Declaration will be construed in favor of the terms of this Supplemental Declaration.

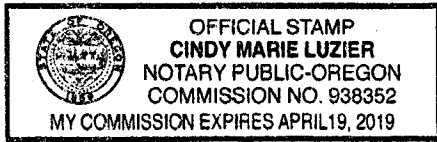
[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

HIDDEN HILLS BEND LLC

By: *Thomas Bahrman*
Thomas Bahrman, Member

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on the 21 day of May, 2015, by Thomas Bahrman, its member.



Cindy M. Luzier
Notary Public for Oregon
My commission expires: 4-15-19