

VOL: 1999 PAGE: 49290
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



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Printed: 10/11/1999 11:22:53

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Oct. 11, 1999; 10:51 a.m.

RECEIPT NO: 12339

DOCUMENT TYPE: Covenants,
Conditions & Restrictions

FEE PAID: \$50.00

NUMBER OF PAGES: 5

A handwritten signature in cursive script that reads "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

30-

99-49290-1

**SUPPLEMENTAL DECLARATION SUBMITTING HILLSIDE PARK, PHASE V
TO THE
DECLARATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS OF
HILLSIDE PARK**

By instrument dated March 30, 1989, and recorded March 30, 1989, in Volume 181, Page 853, Official Records of Deschutes County, Oregon, William L. Smith established the Declarations, Restrictions, Protective Covenants and Conditions for Hillside Park.

The Declarations, Restrictions, Protective Covenants and Conditions for Hillside Park contemplated that developer would, at any time during the term of the Declaration, add all or a portion of any land now or hereafter owned by Declarant to the Property which was covered by said Declaration.

Declarant now wishes to subject the area known as the "Marvin/Niemeyer Subdivision" to the Declarations, Restrictions, Protective Covenants and Conditions for Hillside Park, to annex such Property to Hillside Park, and to make provisions for the conditions upon which such Property may be used.

NOW, THEREFORE, Declarant does hereby declare and provide as follows:

SECTION 1. DEFINITIONS

1.1 INCORPORATION BY REFERENCE: Each of the terms defined in Article 1 of the Declarations for Hillside Park shall have the meanings set forth in such Article 1.

1.2 The "Property" shall mean the Marvin/Niemeyer Subdivision, as described in Exhibit "A" attached hereto.

1.3 Declarations, Restrictions, Protective Covenants and Conditions for Hillside Park shall mean that certain document entitled "Declaration, Restrictions, Protective Covenants and Conditions for Hillside Park" dated March 30, 1989, recorded March 30, 1989, in Volume 181, Page 853, Official Records of Deschutes County, Oregon.

1.4 "Hillside Park, Phase V", shall mean the area described on Exhibit "A" attached hereto.

1.5 The term "owner" shall refer to the owners of lots in Hillside Park, Phase V.

1- Declaration of Hillside Park, Phase V

Diane
After recording, return to
AmeriTitle
15 OREGON AVENUE, BEND

Recorded by AmeriTitle as an
accommodation only. No liability
is accepted for the condition of
title or for the validity, sufficiency,
or effect of this document.

99-49290-2

SECTION 2. SUBJECTION OF HILLSIDE PARK PHASE V TO THE DECLARATIONS, RESTRICTIONS, PROTECTIVE COVENANTS AND CONDITIONS FOR HILLSIDE PARK

2.1 ANNEXATION: Declarant hereby declares that Hillside Park, Phase V, shall be part of that certain residential community known as Hillside Park as referred to the Declarations, Restrictions, Protective Covenants and Conditions for Hillside Park.

2.2 DECLARATION OF RESTRICTIONS: The covenants and conditions set forth in Articles I through VIII, inclusive, of the Declarations, Restrictions, Protective Covenants and Conditions for Hillside Park shall be applicable within the Property except as may be restricted in this instrument. The Property shall be held, conveyed, hypothecated, encumbered, used, occupied and improved only in accordance with the provisions made in this instrument and the Declarations, Restrictions, Protective Covenants and Conditions for Hillside Park.

2.3 VIEW PROTECTION: There are existing views of Mt. Bachelor from lots within Hillside Park. The Association shall take appropriate measures to protect those views by pruning or cutting of trees as may be necessary; provided, however, that such measure shall be taken in consultation with the owners of affected lots and owners of neighboring affected lots and shall not in the exclusive judgment of the Association significantly diminish the natural forest environment of the affected property. The owners of any affected lot may request Association action to maintain existing views.

2.4 PUBLIC ROADS: In the event that the roads within Hillside Park, Phase V shall be public roads, the assessments to be imposed upon the lots within Hillside Park, Phase V, shall reflect that the Association is not responsible for the repair and replacement of said public roads and that no reserve funds shall be collected as part of the assessments for the repair and maintenance of said public roads. The Association shall collect assessments necessary for the reasonable expenses necessarily incurred for snow removal and sanding.

SECTION 3. MISCELLANEOUS

3.1 AMENDMENT AND REPEAL: Any provision of this Declaration at any time may be amended or repealed. The provision may be added by any of the methods provided in the Declarations, Restrictions, Protective Covenants and Conditions for Hillside Park.

3.2 DURATION: The covenants and provisions contained herein shall continue to remain in full force and effect in accordance with Article XII of the Declarations, Restrictions, Protective Covenants and Conditions for Hillside Park.


3.3 ATTORNEY FEES: In the event any party shall bring any suit or action to enforce this Declaration, or to collect any money due hereunder or to foreclose a lien, the party not prevailing shall pay to the prevailing party all costs and expenses incurred by it in connection



with such suit or action, such amount as the court may determine to be reasonable as attorney's fees at trial and upon any appeal or petition for review thereof or other proceedings, including any bankruptcy or arbitration proceedings.

3.4 NONEXCLUSIVENESS AND ACCUMULATION OF REMEDIES: An election by a party or parties to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder; provided no party or parties shall be entitled to terminate any easement or water use right set forth herein. Notwithstanding anything anything to the contrary in this Declaration, and in addition to all other rights and remedies available hereunder, delivery of water to any Lot or the Association Property with respect to which any amounts owed under this Declaration are past due for more than 90 days may be discontinued until such amounts are brought current upon (i) the majority vote of those persons then entitled to vote under Section 3.3; and (ii) at least 30 days' prior notice of such pending discontinuance is given to the Owner of the Property affected. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law; provided no party or parties shall be entitled to terminate any easement or water use right set forth herein. In addition, but subject to the limitations set forth in this Declaration, any aggrieved party may bring an action against another party or parties to recover damages or to enjoin, abate or remedy any violation of this Declaration by appropriate legal proceedings.

IN WITNESS WHEREOF, the partners have executed this Declaration this 1 day of October, 1999.



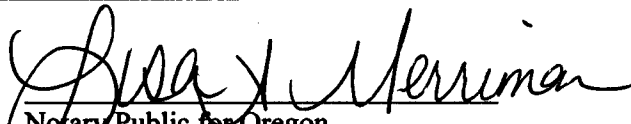
BLUE SKY DEVELOPMENT



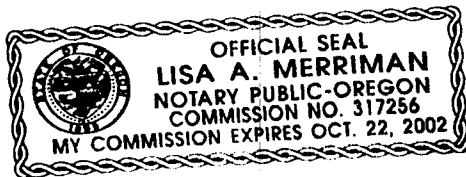
JEN CORPORATION

STATE OF OREGON, County of Klamath, ss:

The foregoing instrument was acknowledged before me this 1 day of October, 1999, by Roy Marvin as President of Blue Sky Development.



Notary Public for Oregon
My Commission Expires: Oct 22, 2002



99-49290-4

STATE OF OREGON, County of Clackamas, ss:

The foregoing instrument was acknowledged before me this 28th day of September, 1999, by John Niemeyer as President of JEN Corporation.



Schuld
Notary Public for Oregon
My Commission Expires: 12/28/02

ROBBERSON-SMITH INVESTMENTS, an Oregon General Partnership

By: William L. Smith
William L. Smith, Partner

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 7th day of OCTOBER, 1999, by William L. Smith, who stated that he is a partner of Robberson-Smith Investments and is authorized to execute the foregoing instrument on behalf of the Partnership.



Sharon A. Mitchell
Notary Public for Oregon
My Commission Expires: July 7, 2002

EXHIBIT "A"**HILLSIDE PARK-PHASE V**

Located in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 29, and the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 17 South, Range 12 East, Willamette Meridian, City of Bend, Deschutes County, Oregon, being more particularly described as follows:

Beginning at the initial point being the southerly corner of Lot 88, Heights of Bend, Phase V. Monumented by 5/8" rebar with yellow plastic cap marked "W & H Pacific", from which the west One quarter of Section 29, Township 17 South, Range 12 East, Willamette Meridian bears North $62^{\circ}07'43''$ West, 773.16 feet; thence along the westerly boundary of said Heights of Bend, Phase V, South $50^{\circ}55'51''$ West, 12.20 feet; to a point on the northerly boundary of Hillside Park, Phase IV, as recorded in Deschutes County survey records as CS13191; thence along the northerly boundary of said Hillside Park, Phase IV the following seven courses: South $70^{\circ}36'28''$ West, 162.99 feet; thence North $14^{\circ}28'15''$ West, 48.40 feet; thence South $75^{\circ}31'45''$ West, 60.00 feet; thence South $14^{\circ}28'15''$ East, 14.11 feet; thence South $75^{\circ}31'45''$ West, 136.00 feet; thence North $07^{\circ}45'26''$ West, 33.11 feet; thence South $86^{\circ}53'16''$ West, 319.00 feet; to a point on the west line of said Section 29, also being the east boundary of Hillside Park, Phase III, as recorded in the Deschutes County survey records as CS07576; thence along said boundary of the following two courses: North $00^{\circ}16'12''$ East, 423.58 feet; thence North $00^{\circ}33'32''$ East, 124.76 feet to a point on the southerly boundary of Awbrey Butte Homesites, Phase 18, as recorded in Deschutes County survey records as CS11380; thence along said southerly boundary of the following two courses: South $89^{\circ}58'47''$ East, 67.51 feet; thence North $28^{\circ}43'35''$ East, 174.47 feet; to a point of the westerly boundary of Awbrey Road, Phase One, as recorded in Deschutes County survey records as CS13537; thence along said westerly boundary of the following two courses: South $40^{\circ}58'33''$ East, 371.36 feet; thence South $89^{\circ}37'04''$ East, 102.39 feet to the northwest corner of said Heights of Bend, Phase V; thence along the westerly boundary of said Heights of Bend, Phase V, South $27^{\circ}19'09''$ East, 403.07 feet to the point of beginning.