

95-44860

**SUPPLEMENTAL DECLARATION SUBMITTING HILLSIDE PARK, PHASE IV
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 "Declarations, 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 IV", 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 IV.

1 - Declaration of Hillside Park, Phase II (RSL:ROBBERTSON.007)

Return to:
William Smith Properties
15 SW Colorado Ave, St A
Bend, OR 97702

Bryant Lovlien  Jarvis

40 N.W. Greenwood ■ P.O. Box 1151 ■ Bend, Oregon 97709-1151 ■ (541) 382-4331 ■ Fax (541) 389-3386

Declarants:
Roy Marvin
John Niemeyer
Robbertson-Smith Investments

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

2.1 ANNEXATION: Declarant hereby declares that Hillside Park, Phase IV, 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 IV shall be public roads, the assessments to be imposed upon the lots within Hillside Park, Phase IV, shall reflect that the Association is not responsible for the repair and replacement of said public roads and that no reserve fund 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

2 - Declaration of Hillside Park, Phase II (RSL:ROBBERSON.007)


Bryant Lovlien  Jarvis

40 N.W. Greenwood ■ P.O. Box 1151 ■ Bend, Oregon 97709-1151 ■ (541) 382-4331 ■ Fax (541) 389-3386


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 attorneys' fees at trial and upon any appeal or petition for review thereof or other proceedings, including any bankruptcy or arbitration proceeding.

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 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 27th day of December, 1995.



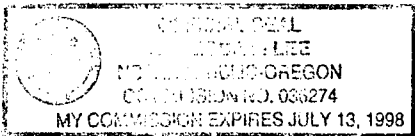
ROY MARVIN




JOHN NIEMEYER

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 27th day of December 1995, by Roy Marvin.





Notary Public for Oregon
My Commission Expires: July 13, 1998

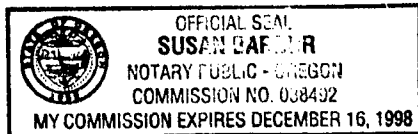
3 - Declaration of Hillside Park, Phase II (RSL:ROBERSON.007)

Bryant Lovlien  Jarvis
ATTORNEYS AT LAW
40 N.W. Greenwood ■ P.O. Box 1151 ■ Bend, Oregon 97709-1151 ■ (541) 382-4331 ■ Fax (541) 389-3386

Multnomah

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 26th day of December, 1995, by John Niemeyer.



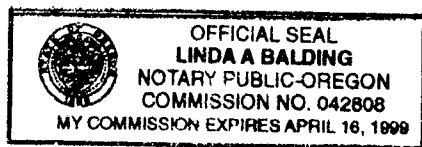
Susan Barber
Notary Public for Oregon
My Commission Expires: 12-16-98

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 28th day of December, 1995, 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.



Linda A. Balding
Notary Public for Oregon
My Commission Expires: 4/16/99

4 - Declaration of Hillside Park, Phase II (RSL:ROBBERSON.007)

Bryant Lovlien  Jarvis

40 N.W. Greenwood ■ P.O. Box 1151 ■ Bend, Oregon 97709-1151 ■ (541) 382-4331 ■ Fax (541) 389-3386

EXHIBIT "A"

A tract of land located in the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 17 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at the West 1/4 corner of said Section 29, thence South 89° 37' 40" East, along the East-West centerline of said Section 29, 485.36 feet, thence leaving said East-West centerline, South 27° 11' 48" East, 525.57 feet; thence South 49° 53' 13" East, 123.00 feet; thence South 42° 26' 35" West, 100.09 feet; thence South 15° 59' 50" West, 153.27 feet; thence South 39° 08' 19" West, 130.66 feet; thence North 79° 53' 47" West, 230.30 feet; thence South 86° 46' 52" West, 112.42 feet; thence South 78° 21' 57" West, 197.06 feet; thence South 89° 57' 55" West, 100.00 feet to a point on the West line of said Section 29; thence North 00° 18' 01" East, along said west line, 878.12 feet to the point of beginning. This tract of land contains 13.08 acres, more or less.

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:

95 DEC 29 AM 8:59

MARY SUE PENHOLLOW
COUNTY CLERK

BY: J. Moore DEPUTY
NO. 95-44860 FEE 25.00
DESCHUTES COUNTY OFFICIAL RECORDS