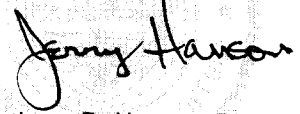


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After recording return to:
Jeffery Reddicks
14689 SW Grandview Lane
Tigard, OR 97224

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

BULL MOUNTAIN ESTATES
COVENANTS, CONDITIONS, RESTRICTIONS
AND BY-LAWS
Tigard, Oregon

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1. PURPOSES and DEFINITIONS

The purposes of these Covenants shall be to help preserve the enjoyment of our neighborhood, promote a spirit of cooperation and understanding between neighbors, and to preserve property values by setting some basic guidelines of appearance and performance.

As used in these Covenants, the following terms have the meanings indicated:

- 1.1 "HOA" means the Bull Mountain Estates Home Owners Association.
- 1.2 "Committee" means the HOA Officers: These include the President, Vice President, Treasurer, Secretary and three or more people that are on the Architectural Control Committee.
- 1.3 "ACC" means the Architectural Control Committee of the Bull Mountain Estates.
- 1.4 "Covenants" means all of the covenants, conditions, restrictions, and limitations set forth in this Declaration or otherwise applicable to the Property, whether due to public law, regulation, or requirement, or private agreement, now existing or created in the future.
- 1.5 "Lot" means any of Lots 1 through 41 in Bull Mountain Estates.
- 1.6 "Owner" means the persons or entities with legal or beneficial ownership of a lot.
- 1.7 "Property" means all that certain real property and interests therein described in the plat map of Bull Mountain Estates on record with Washington County Surveyor in Plat Book 83, pages 14 and 15.

2. APPLICATION OF COVENANTS

- 2.1 **Running With The Land.** The Covenants run with the whole property and are made a part of all conveyances, hypothecations, encumbrances, uses, occupations and improvements of all or any part of any lot in Bull Mountain Estates.
- 2.2 **Incorporation into Documents.** These Covenants shall apply to all such conveyances, hypothecations, encumbrances, uses, occupations and improvements of the Property, as if expressly set forth in the documents creating or otherwise pertaining thereto.
- 2.3 **Application to Owners.** The Owners agree that the rights and obligations contained in this Agreement commence immediately upon the acquisition of any legal or beneficial ownership of any portion of any

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Bull Mountain Estates — Covenants, Covenants and Restrictions

Lot and terminate upon the disposition of any such ownership, provided, however, that termination of ownership of a Lot shall not discharge an Owner from any obligations incurred prior to termination.

3. CONSTRUCTION AND IMPROVEMENTS ON LOTS

- 3.1 Residential Use.** All lots shall be used primarily and obviously as single family dwellings. Any structure or improvement erected, altered, placed or permitted to remain on any Lot other than the original detached single-family dwelling and private enclosed two or more car garage, shall be approved by the ACC.
- 3.2 Dwelling.** Each Dwelling shall have double wall construction (plywood or equal covered with cedar siding, or other siding approved by the Committee) on the front wall and any side walls visible from a street. Roofs shall be of a material approved by the ACC.
- 3.3 Storage Sheds and Out Buildings.** Any storage shed or out-building shall not be built in the front yard of any Lot, and shall be built in a manner to be unobtrusive. All such structures shall have prior written approval of structure and appearance by the ACC before construction begins.
- 3.4 Exterior House Color.** Exterior house colors must be pre-approved by the ACC in writing before making any changes. Unusually bright, or unattractive colors that do not conform to the neighborhood of Bull Mountain Estates should be avoided.
- 3.5 Legal Compliance.** No structure or improvement shall be located on any Lot in a way that is contrary to any applicable law, regulation, code or other applicable authority at the time of construction or alteration, or within any building setback or easement lines shown on a recorded plat or otherwise affecting the Lot in question.
- 3.6 Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. After initial sale of each lot, the easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- 3.7 Underground Services.** No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunications purposes, nor any pole, tower, or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within this subdivision. All owners of lots or tracts within this subdivision, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures thereon to the underground electric, cable, or telephone utility facilities provided.
- 3.8 Temporary Residence Structures.** No structure of a temporary character; trailer, tent, shack, garage, barn or other outbuilding shall be constructed, placed or used on any Lot at any time as a residence. Nor shall any permanent building or structure be used as a residence until it is completed as to external appearance.
- 3.9 Parking.** No boat, boat trailer, utility/yard trailer, camper, RV, motorcycle, or other like equipment shall be allowed on public rights-of-way or in a driveway for an aggregate period not to exceed 7 days. Permanent storage for the above shall be provided on the side yard of the Lot screened from view in a

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manner satisfactory to the committee. No vehicle in disrepair, sitting on blocks, or otherwise inoperable shall be visible from the street for any aggregate period in excess of 7 days. For safety and aesthetics, owners cars shall be parked in garages or on driveways.

- 3.10 Signs.** Any sign erected or maintained on any Lot or Tract other than described below shall be approved by the committee. Normally approved signs shall be limited to not more than two temporary signs not more than five square feet each placed by the Owner or the Declarants advertising the property for sale, or promoting a local, state, or national election issue or candidate. Signs advertising garage sales, or parties are allowed for 48 hours. No election signs on Tracts A or B are allowed.
- 3.11 Antennas.** Any exterior antenna or satellite dish shall be approved in writing by the ACC before installation.
- 3.12 Fences, Walls, Plantings, and Decking.** Any fence, wall, or other structure, any hedge or mass planting shall receive written approval of the Committee prior to being installed. These additions must also comply with all state and local laws, regulations and requirements. Recommended fencing materials include wood, chain link, stone, or masonry, and must be appropriate and attractive to the neighborhood. Barbed wire, chicken wire, wire mesh, fabric, plastic mesh, vinyl, and sheet metal fences may not be allowed. All fences must be maintained in good repair and appearance. All fence construction shall be completed within 30 days from the date of start of construction, except for reasons beyond the control of the owner, in which case a longer period may be permitted in writing by the ACC.
- 3.13 Landscaping and Yard Maintenance.** All lawns and plantings shall be adequately watered and kept mowed, weeded, pruned, and properly trimmed in keeping with the standards of the neighborhood. Home owners are responsible to water and maintain the street trees in front of their lots and guarantee the survival and replacement of approved street trees for one year after planting. Home owners shall comply with all applicable city, county, and state regulations regarding erosion and drainage of the property, including the adjacent streets and sidewalks.
- 3.14 Slope Areas.** Any structure, planting or other material placed or permitted to remain, or any other activities undertaken shall not be allowed to damage or interfere with established critical slope areas, create erosion or sliding problems, nor may change the direction of flow of drainage channels. After the initial sale of each lot, the critical sloping areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- 3.15 Sight Distance at Intersections.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- 3.16 Home Remodeling.** Additions or changes to exteriors of existing homes must be approved by ACC. The exterior changes must be completed in a reasonable time, not longer than 120 days except as specifically approved in writing by the ACC.

4. RESTRICTED ACTIVITIES

- 4.1 Offensive Activities.** No noxious, illegal, or offensive use of the property shall be carried on upon any Lot, nor shall anything be done or placed thereon which reasonably interferes with or jeopardizes any Owner's use and enjoyment of his or her Lot. No construction of any kind shall be erected on any Lot and nothing of any kind shall be stored or left on any Lot which may be or may become an annoyance or nuisance to other Lot Owners or which adversely affects the appearance or livability of the other Lots, or the liability of the Owners. No clothesline shall be located on a Lot so as to be visible from the street. Storage of large quantities of any hazardous material inconsistent with residential use is prohibited.
- 4.2 Business and Commercial Uses.** In keeping with the primary residential use of the property, no trade, craft, business or profession of any kind, either commercial or religious shall be the primary or obvious use of the Property. Any goods, equipment, vehicles, materials or supplies used in connection with any trade or business shall be kept or stored in an unobtrusive manner. Excepted from this restriction is the right of any Owner to store construction equipment and materials on said Lot during the normal course of said construction. Any approved home business shall not effect the external appearance of the home such as with signs or banners, nor significantly increase traffic in the neighborhood.
- 4.3 Animals and Pets.** Any dogs, cats, or other household family pets shall be allowed if kept in compliance with existing state and local regulations; and not kept, bred or maintained for any commercial purpose, and reasonably controlled so as not to be a nuisance. No livestock, poultry, or other animals of any kind shall be raised, bred, or kept on any Lot. No dogs, cats, or other household pets shall be kept or left unattended outside which habitually bark, howl or make other loud noise, except with infrequent direct and obvious provocation. Dogs are to be controlled at all times outside owner's lot. Soiling of neighbor yards or common tracts is prohibited and a dog's owner is responsible for the reasonable repair of any damage caused by their animal.
- 4.4 Garbage and Refuse Disposal.** No Lot or lands under PGE easement shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste of any kind, except that which is kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and out of the public view and in accordance with all applicable state and local laws, regulations and requirements. Trash and debris shall not be kept in plain view or dumped into streets or ditches, except that a well maintained compost pile may be kept in the back yard. The removal and disposal of all such trash or debris materials shall be the responsibility of the Owner.
- 4.5 Mineral Development.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot. No oil wells, tanks, shafts, tunnels, excavations, derricks, or other structures designed for the purpose of mineral or oil development shall be permitted upon or in any Lot.
- 4.6 Noise Control.** Excessively noisy activity is disallowed before 7:00 a.m. and after 10:00 p.m. per county ordinances. In addition it is strongly requested that excessive noise be avoided before 8:00 a.m. on weekends. Pool or spa equipment should be enclosed to reduce the noise they create.

5. MAINTENANCE

- 5.1 Tracts A, B, and C.** Tracts A, B, and C on the plat of Bull Mountain Estates are granted and conveyed in fee to the Bull Mountain Home Owner's Association subject to an easement on Tract A in favor of the Unified Sewerage Agency of Washington County and an easement on Tract C in favor of the public for pedestrian access, which easements appear on the plat.

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- 5.2 Maintenance Obligations.** Lot 1 through 41 will have an equal share of the applicable assessed costs of maintaining Tracts A, B, and C, including the brick entrance sign on Tract B, in an attractive manner. Tracts A, B, and C shall be maintained in accordance with all applicable state and local laws, regulations, and requirements. Each Owner shall be assessed for maintenance costs on an annual basis. Homeowners dues will be determined each year by the Home Owner Association Committee based on annual bids and projected costs for maintenance. Each Owner will be responsible for not more than 1/41 of the maintenance funds assessed annually.
- 5.3 Maintenance Decisions.** All decisions concerning maintenance work on Tracts A, B, and C, including but not limited to the contracting for and timing, nature, scope and performance of such work, shall be made by ACC. Major landscaping, construction, and other improvement proposals that are not maintenance, will be put to a vote for approval of the Owners of Bull Mountain Estates before work can begin. This vote will be conducted in a manner specified in the Voting Procedures section of the HOA By-Laws.

6. ARCHITECTURAL CONTROL COMMITTEE

- 6.1 Architectural Review.** Before any structure -- including without limitation -- dwellings, outbuildings, sport courts, storage shelters, garages, fences, walls, mass plantings, or hedges, shall be erected, placed, or altered on any Lot, a proposal from the Lot Owner shall be approved by the ACC. This proposal shall consist of full plans and specifications and a plan showing the location of the structure or planting, finished appearance standards, and landscaping. This proposal will be judged as to quality of workmanship and materials, harmony of external design with existing improvements, and location with respect to topography and finish grade elevation. The Committee will render its decision on such a proposal within 10 days after it has received all required material.
- 6.2 Committee Powers.** If an Owner fails to comply with the Covenants, then in addition to the enforcement powers given below, the Committee may take such action as may be necessary to bring the Lot into conformity with the Covenants. Such actions require at least 30 days written notice from the Committee to the offending Home Owner, and may include entrance upon a Lot to make inspections, repairs and maintenance at reasonable times, and assessing the Owner for the cost of such repair or maintenance, or other action as may be necessary to bring the Lot into conformity with the Covenants. In the event that the circumstances are endangering the health and safety of the Association Owners, the Committee may take immediate action upon notice to the affected Owner.
- 6.3 Architectural Control Committee Discretion.** The Committee may, at its sole discretion, by a majority vote of the Committee, withhold consent to any work proposed pursuant to Section 6.1 herein if the Committee finds that the proposed work would be inappropriate for the particular Lot or incompatible with protecting the value, desirability and attractiveness of the Property. Considerations such as siding, roofing materials, shape, size, color, design, height, impairment of the view from other Lots, or other effects on the enjoyment of other Lots, disturbance of existing terrain and vegetation, noise and other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.
- 6.4 Membership: Appointment and Removal.** The Committee shall consist of three or more Owners, as the HOA Committee may from time to time appoint. The HOA Committee alone, or a vote of the Owners as specified in the By-Laws, may at any time remove any member of the Committee from office, eliminate a position on the Committee, or appoint new or additional members. The Committee may designate one of its members as a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor to fill any vacancy.

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- 6.5 Compensation: Reimbursement.** No member of the Committee shall be entitled to any compensation for services performed as a Committee member, but shall be entitled to reimbursement by the Owners of reasonable and documented out of pocket costs incurred as a member of the Committee. (The Committee shall assess the Owners their pro rata share of such expenses computed on a lot by Lot basis using only Lots 1 through 41) No member of the Committee shall act or make decisions and/or purchases, on his or her own, without prior discussion and approval from the other Committee members unless that member has been designated to represent the Committee as stated in Article 6.7.
- 6.6 Liability.** Neither the Committee nor any member thereof shall be liable to any Owner, occupant, builder or developer for any damages, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member thereof, provided that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.
- 6.7 Action.** Except as otherwise reserved by the Committee as a whole, the chairman of the ACC shall have power to act on behalf of the Committee, (\$100 limit) without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.
- 6.8 Non-waiver.** Consent by the Committee to any matter proposed to it and within its jurisdiction under these Covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.
- 6.9 Effective Period of Consent.** The Committee's consent to any proposed improvement or work shall automatically be revoked 6 months after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the Committee.

7. ENFORCEMENT

- 7.1 Remedies.** These Covenants may be enforced by action for damages or for equitable relief, and may be commenced by the HOA Committee, in their sole discretion. Any specific remedy provided in this Declaration for violation of these Covenants is nonexclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable laws at equity.
- 7.2 Failure to Pay Assessments; Lien.** Each assessment levied upon an Owner pursuant to this Declaration or other obligations of the Owners to each other under other documents shall be a personal debt and obligation of the Owner against who the assessment is levied. Sale or transfer of the Lot by the owner shall not release him or her from the personal liability imposed hereunder. If the Owner or other person responsible for payment fails to pay any such assessment or any installment thereof when due, the amount of the assessment overdue, together with interest at the rate of 12% per annum on the unpaid balance from the date due until paid, and costs and arbitration or attorney's fees as provided in the next Section, shall become a lien upon the Lot or Lots against which the assessment was made. To claim the benefits of such lien, the Association shall record in Washington County, Oregon a claim containing a true statement of the account due for the assessments after deducting all just credits and offsets; the name of the owner of the Lot or reputed owner, if known; a description of the property where the assessments were levied and a designation of the lot sufficient for identification. Where the claim has been properly filed and recorded and the owner thereafter fails to pay the assessment chargeable to the Lot, the claim shall automatically accumulate any subsequent unpaid assessments and interest thereon without the necessity of further filings. The claim shall be verified by the oath of some person having knowledge of the facts and shall be filed with and recorded by the recording officer in the book kept for the purpose of recording liens filed under ORS87.035 or any superseding statute. The proceeding to foreclose liens created by ORS 87.010, except that notwithstanding ORS 87.055, a lien may be

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continued in force for a period of time not to exceed six years from the date a claim is filed. For the purpose of determining the date the claim is filed in those cases where subsequent unpaid assessments have accumulated under the claim, the claim regarding each unpaid assessments shall be deemed to have been filed at the time the unpaid assessment became due. The lien may be enforced by the HOA.

- 7.3 Expenses of Arbitration or Attorney's Fees.** In the event of a suit or other action to enforce these Covenants, or to foreclose a lien created by this Declaration is brought, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with such suit or action, including reasonable arbitration or attorney's fees at trial and upon any appeal thereof.
- 7.4 Arbitration as Preferred Remedy.** In the event of any dispute over enforcement of these Covenants, and in order to minimize costs, all members of the HOA agree in good faith to select a neutral arbitrator as their first and preferred remedy to settle such dispute. Once an arbitrator has been agreed to by both parties in writing, any decisions of said arbitrator shall be considered binding.
- 7.5 Appeal to a Vote of the HOA.** In the event that an Owner is dissatisfied with any decision of the Committee pursuant to any of these covenants, that Owner may — if they pay the up-front expenses — appeal once per each disputed issue, to a vote of the HOA in the manner specified in the HOA By-Laws. If said owner prevails, the HOA will reimburse the reasonable documented costs of the vote incurred by the Owner. Any required “delays before action” described in these covenants will be placed on hold while such voting process proceeds.

8. GENERAL PROVISIONS

- 8.1 Term.** These Covenants, Conditions and Restrictions shall run with the land and shall be binding on all owners of the described property and all persons claiming under them for a period of thirty (30) years from the date these Covenants are recorded and after which time said Covenants shall automatically extend for successive periods of ten (10) years unless instrument signed by a majority of the Owners of the lots has been recorded, agreeing to rescind or change said Covenant in whole or in part.
- 8.2 Limitation of liability of The Committee.** The Committee shall not be liable to any Owner on account of any action or failure to act by Committee as pertaining to the Property; provided that the Committee has, in accordance with actual knowledge possessed by them, acted in good faith.
- 8.3 Severability.** Each provision of these Covenants shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not effect the validity or enforceability of the remaining part of that or any other provision.
- 8.4 Notices.** All notices in connection with these Covenants shall be in writing and shall be sent to the Owners at the post office address of the Lot owned, or to such other addresses as the Owners may hereafter specify by notice to each other. All notice shall be given in person, or by first class mail, or by telecopier or other similar facsimile transmission. Such notices shall be deemed given when delivered in person, three days after mailing by prepaid first class mail, or upon receipt of the facsimile transmission, depending on the method of delivery used.
- 8.5 Binding Effect.** These Covenants run with the Property and bind the Owners, and all of their respective grantees, assignees, and successors.
- 8.6 Section Headings.** The section headings are for convenience only and in no way define, limit, extend or describe the scope or intent of this Declaration or any of its provisions.
- 8.7 Amendment.** These Covenants, Conditions and Restrictions may be amended by instrument approved by a vote of the Owners as specified in the By-Laws, and recorded with the county Recorder, agreeing to change said Covenants in whole or part.