

EXHIBIT "A"

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: Homesite Development Corporation, an Oregon Corporation, hereinafter called the "Declarant", does hereby declare as follows:

WHEREAS, Declarant is the Contract Purchaser of the real property in Clackamas County, Oregon, known as Sunny Hill, as the same appears in a Plat recorded in Book 74 Pages 23 & 24 of Plat Records of Clackamas County, Oregon; and

WHEREAS, Declarant desires to subject said property to the conditions, restrictions, and charges herein set forth for the benefit of said property and its present and subsequent owners as hereinafter specified; and

WHEREAS, the power to enforce certain of said conditions, restrictions, and reservations and charges is to reside in the Sunny Hill Home Owners Association, a non-profit corporation organized under the laws of the State of Oregon, hereinafter referred to as the "Association";

NOW, THEREFORE, Declarant hereby declares that the property described above is and shall be held upon and conveyed subject to the conditions, covenants, restrictions, easements, reservations, and charges hereinafter set forth:

ARTICLE I

No lot shall be used for any purpose other than residential purposes, and no building other than one detached single

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family dwelling with at least a two car garage shall be erected, placed or permitted to remain on any lot. All roof drains shall be dispersed into dry wells on each lot.

ARTICLE II

Easements for the utilities, as outlined on the recorded plat of Sunny Hill over the common tracts, are hereby reserved to the City of Lake Oswego.

ARTICLE III

No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereupon, or in any single family dwelling erected thereon, which may be, or may become, an annoyance or nuisance to the neighborhood.

ARTICLE IV

No temporary structure, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used at any time as a residence, either temporarily or permanently, on any lot. Further, no trailer, camper, boat trailer its equipment or vehicle, other than passenger cars, a panel or pickup truck, may be stored or parked permanently outside of a garage or a suitable shelter, without written permission from Declarant, or the Association, as the case may be.

ARTICLE V

No sign of any kind shall be displayed to public view on any lot or improvement thereon, except one on -premises sign advertising the property for sale or rent. This restriction shall not apply to signs used by Declarant and/or his assigns during the period of construction and the initial sale of the lots in the plat.

ARTICLE VI

Sunny Hill HOA CC&R's

The maximum height of a site obscuring fence located along the rear lot line and/or along the side lot lines (not to be placed forward of the front setback line for the residence) on any lot shall be 6 feet. All fences shall be of wood construction. No fence or wall shall be erected without written approval of Declarant, or the Association, as the case may be.

ARTICLE VII

No animals, including livestock or poultry of any kind, shall be raised, bred, or kept on any lot; except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

ARTICLE VIII

No television antennas, or antennas of any kind, may be installed in such a manner as to be visible outside of any dwelling.

ARTICLE IX

No tree eight inches (8") or more in diameter may be removed from any property without first receiving written permission from Declarant, or the Association, as the case may be.

ARTICLE X

Prior to commencement of construction of any dwelling on any lot, the plans, elevations, site location, materials and exterior colors must be approved in writing by Declarant or the Association as the case may be.

ARTICLE XI

At any time after Declarant has sold fifty percent (50%) of the lots in the plat of Sunny Hill, and Declarant has completed the interior improvements, Declarant may transfer

ownership of the common areas and facilities by deed to the Association. Thereafter, the Association shall be responsible for the care, maintenance, and costs therefore of all common areas and facilities, and for levying and collecting annual charges and assessments, as provided in the Articles of Incorporation and By-Laws of the Association. Further, the Association shall succeed to Declarant's rights and powers to enforce the provisions of this Declaration of Restrictions except for those provisions contained in Article X.

ARTICLE XII

Each lot sold by Declarant in Sunny Hill shall be subject to an annual charge or assessment as more specifically set forth in the Articles of Incorporation and By-Laws of the Association, to which reference may be made for additional provisions and details. The initial amount of the annual assessment shall be Fifty Dollars (\$50.00) per lot. Until the first election of directors to the Board of Directors of the Association is conducted by the members pursuant to Article VII of the Articles of Incorporation of the Association, the annual assessment shall be paid to Declarant for uses consistent with the general purposes of the annual assessment, and Declarant shall have the same power to place and enforce a lien upon any lot with respect to which payment is delinquent as granted to the Association by Article IX of the Articles of Incorporation of the Association.

No assessments or charges of any kind or amount shall be levied upon lots owned by Declarant until once conveyed.

ARTICLE XIII

In construing this Declaration, or any part thereof, stipulations which are necessary to make this Declaration, or any of its terms or provisions, reasonable, are implied. The determination by any court that any of the provisions of this Declaration are unlawful or void shall not affect the validity of any of the other provisions hereof.

All of the conditions, restrictions and charges set forth in this Declaration are imposed upon said property for the direct benefit thereof, and of the owners thereof, as a part of the general plan of development, improvement, building, occupation and maintenance hereby adopted therefor by Declaration; and such conditions, restrictions and charges shall run with the land and shall continue and be in full force and effect until extinguished, or modified as herein provided. The conditions, restrictions, and charges, or any of them, may be changed, modified or extinguished at any time by an instrument executed by the Association upon written agreement executed by the then record owners of a majority or more of the lots in Sunny Hill; however, the conditions, restrictions, and charges, or any of them, may not be changed, modified or extinguished by the Association as long as Declarant owns any lot, or lots, in Sunny Hill, unless the Declarant shall have first given its written approval to such change, modification or extinguishment.

ARTICLE XIV

Enforcement of the provisions hereof shall be by action at law or suit in equity against any person or persons violating, or attempting to violate, any provision or provisions hereof, and the prevailing party shall be entitled to such attorney's fees as the court may deem reasonable in any such action or suit.

ARTICLE XV

Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by the Declarant or its duly authorized agent of structures or signs for the conduct of its business in connection with Sunny Hill while the same, or any part thereof, is owned by Declarant.

ARTICLE XVI

The provisions contained in this Declaration shall bind and inure to the benefit of, and be enforceable by, the Declarant, the Association, and the owner or owners of any portion of said property, and their, and each of their, legal representatives, successors, heirs, and assigns, and failure by Declarant or by the Association, or by any of the property owners or their legal representatives, heirs, successors, or assigns to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so.

ARTICLE XVII

In those instances where a lot owner must obtain written consent for any action or undertaking, such consent shall be obtained from Declarant until Declarant has transferred ownership and responsibility for maintenance of common areas and facilities to the Association, and the Association has conducted its first election of directors as provided in Article VII of the Articles of Incorporation of the Association, after which time written consent shall be obtained from the Association.

ARTICLE XVIII

Any or all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant to the Association or to any other corporation or association which is now organized, or which may hereafter be organized, and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned; and upon any such corporation or association evidencing its intent in writing to accept such assignment and assume such duties it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant.

IN WITNESS WHEREOF, Declarant has caused this instrument

to be executed this 29 day of December, 1977.

HOMESITE DEVELOPMENT CORPORATION

BY: Arthur C. Piculell, Jr.
Arthur C. Piculell, Jr. President

STATE OF OREGON)
County of WASHINGTON) ss.

December 29, 1977

Personally appeared Arthur C. Piculell, Jr., who being duly sworn did say that he is the President of Homesite Development Corporation and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

Donald L. Lamb
Notary Public for Oregon
My Commission Expires: September 6, 1980

We, Consent and ratify the above Declaration of Restriction by signing herein, this 21ST day of MARCH, 1978, as owners and contract sellers.

Robert F. Ryan
Robert F. Ryan

Shirley Ryan Kronquist
Shirley Ryan KRONQUIST

Personally appeared Robert F. Ryan and Shirley Ryan, ^{KRONQUIST} who being duly sworn did acknowledge that the foregoing instrument is their own voluntary act and deed.

Jeff C. Baker
Notary Public for Oregon
My Commission Expires: April 19, 1980

I, Consent and ratify the above Declaration of Restriction by signing herein, this 12th day of January, 1978, as owner and contract seller.

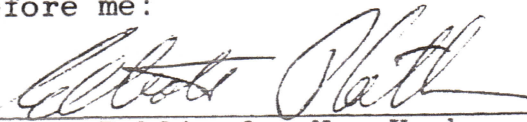
Sally Ryan Tomlinson
Sally Ryan Tomlinson

STATE OF NEW YORK)
) ss.
County of New York)

12 January, 1978

Personally appeared Sally Ryan Tomlinson, who being duly sworn did acknowledge that the foregoing instrument is her own voluntary act and deed.

Before me:



Notary Public for New York
My Commission Expires:

ELLIOTT PLOTKIN
Notary Public, State of New York
No. 41-4652758
Qualified in Queens County
Commission Expires March 30, 1979

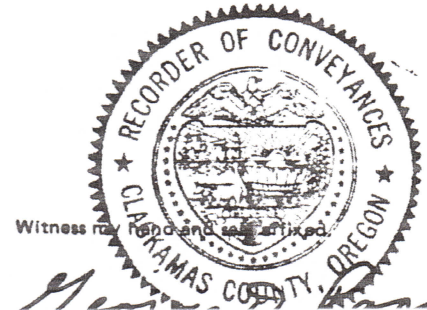
STATE OF OREGON)
County of Clackamas) ss.

I, George D. Poppen, County Clerk, Ex-Officio Recorder of Conveyances and Ex-Officio Clerk of the Circuit Court of the State of Oregon, for the County of Clackamas, do hereby certify that the within instrument of writing was received for and recorded in the records of said county at

AFTER RECORDING RETURN TO:

Homesite Development Corporation
4475 S.W. Scholls Ferry Rd. #150
Portland, Oregon 97225

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AMENDMENT

Declaration of Restrictions of Sunny Hill, Clackamas County, Oregon, recorded on March 23, 1978 as See #78-11873:

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Pursuant to Article XIII of the Declaration of Restrictions, the Sunny Hill Homeowners Association and the Declarant, Homesite Development Corporation, as majority owner of the lots, hereby modify Article XII as follows:

The annual assessment is hereby removed from Lots 8 and 9, Block 2, Sunny Hill, subject to the following condition: "Should at a later date a building permit be issued to these lots, then the lot and/or lots shall again be subject to the annual assessment."

Done this 13th day of October, 1978.

HOMESITE DEVELOPMENT CORPORATION SUNNY HILL HOMEOWNERS ASSOCIATION

Arthur C. Piculell, Jr., President Arthur C. Piculell, Jr., President

State of Oregon)
County of Washington) ss.

Personally appeared Arthur C. Piculell, Jr., who being duly sworn did say that he is the President of Homesite Development Corporation and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

[Signature box]

Shirley Crow
Notary Public for Oregon
My Commission Expires: 8/28/82

State of Oregon)
County of Washington) ss.

Personally appeared Arthur C. Piculell, Jr., who being duly sworn did say that he is the President of Sunny Hill Homeowners Association and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

[Signature box]

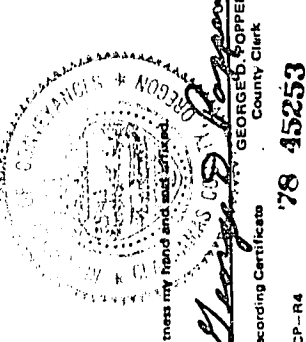
Shirley Crow
Notary Public for Oregon
My Commission Expires: 8/28/82

After recording return to Sunny Hill Homeowners Assn., 4475 S.W. Scholls Ferry Road, Suite 254, Portland, Oregon 97225

78 45253

STATE OF OREGON)
County of Clackamas) ss.
I, George D. Poppert, County Clerk, Ex-Officio Recorder of Conveyances and Ex-Officio Clerk of the Circuit Court of the State of Oregon, for the County of Clackamas, do hereby certify that the within instrument of writing was received for and recorded in the records of said county at

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Witness my hand and seal... GEORGE D. POPPERT County Clerk

Recording Certificate 78 45253

CCP-RA

AMENDMENT

Declaration of Restrictions of Sunny Hill, Clackamas County, Oregon, recorded on March 23, 1978 as Fee #78-11873:

Pursuant to Article XIII of the Declarations of Restrictions, the Sunny Hill Home Owners Association hereby modifies Articles IV, VI, IX and X as follows:

IV: No structure, either affixed to or separate and apart from the residential dwelling, shall be erected or built or placed upon any lot without the prior written consent of the Association; which Association shall require a showing by the applicant that the proposed structure also complies with applicable state and city building codes and any other applicable codes, and that such proposed structure is in harmony with the external design of the residential dwelling on the lot of the proposed structure. No storage structures which are separate and apart from the residential dwelling will be allowed.

No trailer, boat, tent, camper, whether mounted or unmounted, motorhomes, recreational vehicles, or any related equipment, or any similar vehicles shall be placed, parked, or stored outside of a garage. No vehicle shall be parked other than on the driveway, such driveway to conform with all applicable codes and Association restrictions.

A home owner must make written notification to the Board of Directors of temporary parking of the above items on the driveway for a period not to exceed five (5) days in any calendar month. Two consecutive five-day periods (the equivalent of ten consecutive days) will not be allowed.

VI: No fence or wall of any kind shall be erected without the prior written consent of the Association. Furthermore, the maximum height of a site-obscuring fence shall be six (6) feet, and such fence shall be of wood construction and shall not be placed forward of the side of the residence along which it parallels.

IX: No tree eight (8) inches or more in diameter shall be removed from any property without the prior written consent of the Association. Furthermore, each Lot Owner shall maintain the exterior of the premises and the improvements situated thereon, including but not limited to roofs, fences, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, in a neat and orderly manner and in good order and repair. Premises surrounding buildings shall be maintained; weeds shall be removed with reasonable frequency, grass shall be cut during growing seasons so as to conform to neighborhood appearances, and generally the outside appearances of the homes and land surrounding them shall be maintained in a manner and to a standard consistent with that generally maintained by the neighboring properties and throughout the subdivision.

X: Prior to commencement of construction of any dwelling and/or fence on any lot, the plans, elevations, site location, materials and exterior colors must be approved in writing by the Association; once approval is received, any subsequent changes of any kind must be submitted to the Association for written approval.

Furthermore, upon completion of construction of any dwelling, no subsequent exterior addition to or change or alteration to the exterior of the residence, including but not limited to staining and roofing, shall be made until the plans and specifications showing the nature, kind, shape, type, materials, color and location of the same shall have been submitted to and approved in writing as to the harmony of external design and compatibility to surrounding structures by the Association.

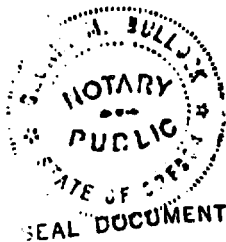
Done this 17th day of March, 1986

SUNNY HILL HOME OWNERS ASSOCIATION

Charles A. Swank
Charles A. Swank, President

State of Oregon)
County of Clackamas) ss.

Personally appeared Charles A. Swank, who being duly sworn did say that he is the President of Sunny Hill Home Owners Association and that said instrument was signed in behalf of said association by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.



Glenn L. Bulluck
Notary Public of Oregon
My Commission Expires: 8/7/88

MAR 17 1986

SEAL DOCUMENT 86 9277 RECORDED MAR 17 1986 3:45 P M JUANITA N. ORR, County Clerk 86 09277