

SURVEYOR'S CERTIFICATE

BK: 105/pg24



'S TO SUBDINCE LOT 8, "CENTERPOINTE," THE BASS DETENMENTON HER PER THE FALVI OF "CENTERPOINTE TONN USED INCLUDED ONE MAD PART SECOND SUMPRITY CONFORMS TO THEO CROSE CLASS I DAMITTEE CUIDELINES THIS SURVEY WAS PERFORMED PLAT.

SUBJECT TO RESEMBNAMS, INCLUDING THE TERMS AND PROMISIONS THEREOF, IS DESCRIBED IN THAT CRITS RECORDED AS FEE NO. 75-40315 ON INVENIERS IO, 1976, CLICIONANS CULTURANS CULTURANS PLAT RESTRICTIONS

THERE IS NO APPRIVED GEORFIC CONTROL MONUMENT WITHIN ONE-HALF MILL OF THE BOUNDARY OF THIS PLAT ON RECORD WITH THE CLACKWARS COLINET SURVEYOR'S CREDE.

- TRACTS 19: "T: AND 1º ARE SUBJECT TO PUBLIC SANITARY SEMER, STORM DRAINAGE CETEMBON, WATER QUALITY, AND UTILITY EXSEMENTS OVER THEIR ENTIRE AREAS.
- NOTE 9 OF THE DULY EXCORDED PLAY OF CONTROVANCE STATES THE FOLLOWING.
 THE CITY OF LAKE STREED 6 HERSEL GOARDIA A RAWARD EXCLUSIVE ORSE LOTS
 LOCATION HOTO INCREASED OF THESE COSSIBILITY BILL RE MADICED TO A SPECING
 LOCATION HOTO INCREASED OF THESE LOTS: LAV. DISAMONG EXCELLENTS SHAWN
 OR RECEISED IN THIS PLAY ARE THE AMBRICED SPECIES LOCATIONS WITHIN LOT 8
 RECEISED TO IN USE DUTTE.

VEHICULAR ACCESS TO LOTS 23 AND 25 AND TRACTS "C" AND "F" IS RESTRICTED TO THE RECIPROCAL NON-EXCLUSIVE ACCESS EASEMENT AS SHOWN ON SHEET 3 OF 5.

DOS 22 MO 24 SMAL BE ALLOWED MENDIAN ACCESS TO MAD FROM MORES DAYS BOULDWARD. MENDIANA ACCESS TO ALL OFFICE LOSS MOD TRANS (SOZETINE LOSS 23 MO 25 MAD TRACTS TY MAD TY AS NOTED BLOW) SMALL BE FROM MINBERLY ORDICE. AND STEMAR: CLOWN COMET.

WITHIN THE CONSERVATION GROUPER IN LOTH 15, ML. 1982S WHILE BE PRESENTED.
THESE MAY CARY SE REQUIRED ATTEST THEY WERE SEE SHOWN TO BE AVERAGOUS TO
UTE OF PROPERTY BY A DESTRIED MERCHEST, AND AFTER A THEE-CUTTING FROMIT
HAS BEEN GENAMED FROM THE CITY OF LIMET OFFICED. A DEMALE MERCHAN PLAY
SHALL BE SUBMITED ALONG WITH MAY TREE-CUTTING APPLICATION FOR RECEN AND
APPROVAL OF STAFF THE CITY MAY RECOLDED IN DESTRIESS TO THE APPLICATION FOR RECENT AND
TO PRESENCE THE TREED CHARACTER OF THE HEID-BROWN-COD. THERE SHALL BE NO
BULLINESS IN THIS AREA.

TRACT OF IS A PUBLIC WALKWAY TRACT AND IS CONVEYED TO THE CITY OF LAKE CONFECO WITHIN THE DECLURATION TO THIS PLAT AND BY RECORDING OF THIS PLAT

- NOTE 6 OF THE DUTY RECORDS PLAY OF "CONTROVANIE" STATES THE FOLLOWING:
 "0.522 ACRESS OF USE 6, 4522 ACRES OF USE 7, AND 356 ACRES OF USE TO USE 0.

 WILL BE CITEDWARD AS ORD ARD, AND GRAWAGE SCRIBBITS, THER DUCT LOCATIONS
 WILL BE CITEDWARD AND THE STATE OF THESE COST. "TRUCTS, "F, D, T,
 AND THE SHOWN ON THE PART ARE THAT EXACT LOCATIONS OF THE UST 8 OPEN ARED,
 AND DEMANDER LOCATIONS REPORTED TO IN SOO DUTY.
- THE 10-FOOT WIDE PRIMITE STORM DRAWINGE EASIMENT WITHIN LOTS 9 THROUGH 12 IS FOR THE BENEFIT OF THE DECLARANTS TO THIS PLAT, THEIR SUCCESSIONS OR ASSESSED.
- WITH VISION CLEANAGE EXSENDITS, THERE SHALL BE NO PENCES, VICERTATION, WITHIN VISION CLEANAGE EXSENDITS, THERE SHALL BE NO PENCES, ARE IN EXCESS OF THE LEVEL OF THE CONTRIBUNE OF THE ALLACEMT PAYEMENT.

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PLAT RESTRICTIONS 3, 5, 8, 9, 10, 11, 12 AND EASEMENT 7 REFER TO JURISDICTIONAL CONDITIONS IMPOSED BY THE CITY OF LAKE COMEGO, AND ARE NOT PART OF THIS PLAT SUBJECT TO CONDITIONS OF APPROVAL CITY OF LAKE OSMEGO FILE NO. PD 4-83/VMR 22-93(q-b)-1060. NOMBULL PROPERTY OWNERS SHULL BE RESPONSIBLE FOR AND SHULL BEAR THE EXPONSE AND/OR REPLICIOUS OF FINCES AND/OR LANGSCHING IN ALL PUBLIC SASSINENTS WHICH SAUD IMPROPENENTS MUST BE REMOVED FOR ACCESS TO SAID UTILITIES.

FEMONAL OF SIRECT TREES OUTSIDE OF THE PUBLIC REDIFFICE FLANTED ACCORDING TO THE APPROVED PLANTING PLAN SHALL BE SUBJECT TO THE APPROVED PLANTING PLAN SHALL BE SUBJECT TO THE APPROVIAL OF THE CITY OF LAKE CONFECO. LOTS 6, 12, 14, 18, 20 AND 21 MEET BASIC SOLAR STANDARDS.
LOTS 7, 13, 19, 22, 23, 24 AND 25 HAVE PROTECTED SOLAR BUILDING LINES.
THE LOCATION OF THRESE LINES ARE AS SHOWN IN THE CONDIMITS, CONDITION AND RESTRICTIONS NOTED IN NUMBER 2 ABONE.

EASEMENTS

SUBJECT TO THE TERMS AND PROMISIONS OF THAT EXCELLENT AGEELBH RECORDED SO TEET MIC. 46-17304 ON MARK 25, 1894 AND MS AMEDICED BY FEE NO. 85-13256 ON MAY 5, 1985, CLACKAMAS COUNT DEED RECORDS.

THE PUBLIC STORM DRAIN-DE EASEMENTS WITHIN LOTS 12, 13, AND 22 ARE HEREBY GRAVITED TO THE CITY OF LAKE OSWEDD.

REGISTERED PROPESSIONAL LAND SURVEYOR NO. 2044

SE PRESENTS: THAT FREE STABLES WELL ESTABLES AND IN THE ACCOUNT WE PART THEREOF, AND STREETS AND EASEM FOUND ON HEREOF GRANT SHOWN ON OR HADTED OF CONTROL OF THE TO THE PART TO THE PART.

BENEFICIAL DEVELOPMENT COMPANY
A UTAH CORPORATION

ACKNOWLEDGEMENT

COUNTY OF SALT LAKE) STATE OF UTAH

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ON THIS THE STORE NE, WATNE G, FACEWAYNE G, FACEW, IS THE PRESIDENT OF THE & actange A. Thomas BEHALF OF SHO



3232 (Suit fixe)

Title Data, Inc. FA POR10371 CL 3232.004



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EN CALCIANAS CONTRO SAMPLICE DAN OF SHOULD FEE

EN CALCIANA

DO HERBY CERTIFY THAT THIS SEPONDON PLAT THIS RECEIVED FOR RECORDING THE SCHOOL OF THE

SUPPLY OF THE PLANT OF THE PLAN

Title Data, Inc. FA POR10371 CL 3232.005

AFTER RECORDING RETIRNTO:
NICK BUNICK & ASSOC.
5285 SW MEADOWS PD.
SUITE 377
LAKE OSWEGO, OR 97035

KIMBERLY WOODS DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: Nick Bunick Custom Homes, Inc., an Oregon corporation, hereinafter called the "Declarant", does hereby declare as follows:

WHEREAS, Declarent is the Developer of the real property in Clackamas County, Oregon, known as Kimberly Woods, as the same appears in plat recorded in Book <u>105</u> Pages <u>24</u> 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, reservations and charges is to reside in the Kimberly Woods Homeowners Association, a non-profit corporation organized under the laws of the State of Oregon, hereinafter referred to as "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 family dwelling with at least a two car garage shall be erected, placed or permitted to remain on any lot. This restriction does not include the open space or common areas. Also, all roof and foot drains shall be drained to the street, or drained to adjoining wetland areas as the case may be.

ARTICLE II

Easements for utilities, as outlined on the recorded plat of Kimberly Woods and over the common tracts, are 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.

DECLARATION OF COVENANTS AND RESTRICTIONS

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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, boat trailer, its equipment or vehicle, other than passenger cars, a panel or pick-up truck, may be stored or parked for more than 96 hours 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-premise 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 during the sale of the lots in the plat.

ARTICLE VI

The maximum height of a site obscuring fence located along the area 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, stucco or brick construction. Any exception must be approved in writing by the Declarant or the Association, as the case may be. No fence or wall shall be erected without written approval of Declarant, or the Association, as the case may be. Plans depicting the fence must be submitted prior to approval.

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

No tree five inches (5") or more in caliper may be removed from any property without first receiving written permission from the Declarant or Association.

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ARTICLE X

Prior to commencement of construction of any dwelling on any lot, the plans, elevations, site location and materials must be approved in writing by the Declarant or the Association as the case may be. There are certain materials that would not be approved for the construction of a dwelling, an example being composition roofs, synthetic siding such as T-111 and other materials that may have a negative economic impact on neighboring properties. Exterior colors must also be approved. All approvals shall be in writing. Mailboxes must be encased in a custom finished enclosure of wood, brick or stucco, consistent with the motif and design of the home.

ARTICLE XI

The minimum square footage of any home within the subdivision, regardless whether it be a one-story or multi-level home, shall be 2,400 square feet. Exceptions to this requirement will be permitted only if requested in writing and approved prior to commencement of construction by the Declarant and/or his assigns.

ARTICLE XII

As per PD 4-93, Lake Oswego, condition #1.b., certain setbacks have been established. Front yard setbacks for Lots 3 through 6, and 8 through 13, shall be 15 feet each, except garages must have a minimum setback of 20 feet. All other lots shall have a minimum setback in the front yard of 20 feet. The rear yard setback shall be 25 feet for lots 3 through 6 and lots 8 through 13. All other lots will have a minimum rear yard setback of 20 feet. The side yard setback shall be 7.5 feet for lots 3 through 6 and lots 8 through 13. Lot 23 shall have a side yard setback of 5 feet. All other lots will have side yard setbacks of 10 feet.

ARTICLE XIII

The average lot coverage on the lots in Kimberly Woods shall not exceed 25%. A schedule shall be kept by the Declarant, his assigns or the Association, which schedule will provide guidelines for each lot purchaser to assure that the collective average of Kimberly Woods does not exceed 25% lot coverage. No lot shall be developed with coverage in excess of 25% unless the lot owners shall have first secured written approval by the Declarant or his assigns or the Association, which permission is given prior to the commencement of construction on the lot. A Copy of the lot coverage schedule shall be submitted to the City of Lake Oswego at the time of filing of building permit application. As per Lake Oswego PD 4-93, no home can exceed 35 feet in height or two-story and an attic, whichever is less.

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ARTICLE XIV

As per PD 4-93, condition #2, a ten foot buffer has been established along the rear property lines of lots 17 through 19.

ARTICLE XV

As per PD 4-93, condition #3, private open space tracts have been established within the plat, known as "A", "B", "C", "D", and "E". These tracts shall remain in their natural condition and shall provide passive recreational uses in maintaining natural vegetation. Trees may be removed in these tracts only after they have been shown to be hazardous to life or to property by a professional arborist and after a tree cutting permit has been attained from the City of Lake Oswego. The Association shall have ownership of these tracts and shall be responsible for the liability and maintenance of such tracts. The Association shall also be responsible for the maintenance of the existing landscape buffer areas within the public walkway/bike path easement along the east side of Kruse Oaks Boulevard. The Association shall maintain and care for the said landscape buffer along the easterly side of Kruse Oaks Blvd. all the way from Kruse Jaks on the south to the LDS Temple on the north. The landscape buffer shall be maintained to the same standard as the buffer areas maintained by the temple and/or those areas maintained by Centerpointe Commercial Office Park in the meridian strip down Kruse Onks Blvd. and on the west side of Kruse Onks Blvd. In the event the above open space tracts "A", "B", "C", "D", and "E" are not properly maintained, the City of Lake Oswego reserves the right to reasonably maintain the areas as found to be necessary and assess The Association for all costs incurred by the City of maintenance, repair and replacement.

ARTICLE XVI

As per PD 4-93, condition #7, there shall be a reciprocal access easement on lot 24 to benefit lots 23 and 25 as well as provata costs of maintenance and repair. Access to all other lots shall be provided to public streets. Only lot 22 shall be allowed to have direct access onto Kruse Oaks Boulevard.

ARTICLE XVII

As per PD 4-93, there are certain utility easements in the final plat affecting lots where utilities are to be installed. If it is necessary in the future for the removal of fences or landscaping for access to the utilities, the expense for such removal will be that of the homeowner and not of the Association.

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ARTICLE XVIII

As per PD 4-93, there shall be a Conservation Easement on the northern half of lot 15 requiring all trees within that easement to be protected. Trees within that easement may only be removed after they have been shown to be either dying, deceased or hazardous to life or property by a certified arborist and after a tree-cutting permit has been obtained from the City of Lake Oswego. A detailed mitigation plan shall be submitted along with any application for tree cutting on the northern half of lot 15. The mitigation plan shall require review and approval of the Lake Oswego City staff and the Declarant or the Association, as the case may be.

ARTICLE XVIV

It is anticipated that two restaurants, not presently existing at the time of this Declaration, may be built in the Center Pointe Commercial area west of Kimberly Woods.

ARTICLE XX

As per PD 4-95, lot 24 will be accessed through a private road which includes a bridge structure. The maintenance and repair of the bridge shall be the sole responsibility of the owner of lot 24.

ARTICLE XXI

As per Lake Oswego PD 4-93, sidewalks are required on some streets within the subdivision. The cost and the construction of such sidewalks shall be the responsibility of the lot owner upon whose lot the sidewalk is to be built. The sidewalk must be constructed at the same time the driveway for the dwelling is poured for that specific lot. The sidewalks are to be constructed along the curb line. The construction of sidewalks on lots on Kimherly Circle shall take into consideration the need for an additional five feet of right-of-way in the area where mailboxes and water meters are to be located.

ARTICLE XXII

As per Lake Oswego PD 4-93 street trees are required to be planted on the front of lots identified on the tree master plan. It shall be the responsibility of the lot owner to plant the required trees. The tree planting shall be done at the lot owner's expense prior to receiving final building inspection approval.

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ARTICLE XXIII

As per Lake Oswego PD 4-93, the public walkway and the bike path easement located within the property lines of lot 1, will be maintained by the Association. The owner of lot 1, may choose at the owner's option, to be responsible for said maintenance.

ARTICLE XXIV

City of Lake Oswego Restrictions. All uses, occupancy, construction and other activities conducted on any Lot shall conform with and be subject to applicable zoning, use restrictions, construction and building codes of City of Lake Oswego, Oregon, (including Lake Oswego's solar access requirements as identified in LOC Chapter 57 and noted on Exhibit "B") and further to the restrictions of all other applicable public authorities and to the extent the following restrictions may be in conflict therewith, the same shall be deemed modified thereby.

ARTICLE XXV

At any time after Declarant has sold fifty percent (50%) of the lots in the plat of Kimberly Woods, and Declarant has completed the road and utility improvements. Declarant may transfer ownership of the open space and common areas and facilities by deed to the Association, if the Declarant so chooses. Thereafter, the Association shall be responsible for the care and maintenance of all common areas and facilities, accounts payable and receivable, 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 Declarant must give separate and distinct written approval to transfer the responsibilities contained in Article X to another party. Until transfer to the Home Owners Association of ownership of the open space common areas and facilities along with the attendant duties and responsibilities set forth herein, said duties and responsibilities will be performed by the Declarant.

ARTICLE XXVI

Ench lot sold by Declarant in Kimberly Woods 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 my be made for additional provisions and details. The annual assessment per lot shall be determined by the Declarant or his assigns. Until the first election of directors to the Board of Directors of the Association is conducted by the members pursuant to Article VII or the Articles of Incorporation of the Association, the annual assessment shall be

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paid to Declarant to be used 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 VII of the Articles of Incorporation of the Association. No assessments or charges of any kind or amount shall be levied upon lots owned by Beneficial Development Company until conveyed to another party. Some of the costs include, but are not limited to, care of common areas and maintenance of the plantings on common areas.

ARTICLE XXVII

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 in such suit or action shall be entitled to such attorney's fees as the court may deem reasonable in any such action or suit or upon any appeal thereof.

ARTICLE XXVIII

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 Kimberly Woods while the same, or any part thereof, is owned by Beneficial Development Company.

ARTICLE XXIX

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 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 XXX

In those instances where a lot owner must obtain written consent for any action or undertaking, such consent shall be obtained from Declarant or his assigns until Declarant has transferred this responsibility to the Association after which time such written consent shall be obtained from the Association.

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ARTICLE XXXI

In construing this Declaration, or any part thereof, stipulations which are necessary to make this Declaration, or any of its items 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, improvements, building. occupation and maintenance hereby adopted therefore 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 and restrictions required herein by the final order of the City of Lake Oswego Design Review Board (PD 4-93) may only be amended with prior approval of the City. All other conditions, restrictions and charges 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 Kimberly Woods; however, the conditions, restrictions and charges, or any of them, may not be changed, modified or extinguished by the Association as long as Beneficial Development Company owns any lot, or lots in Kimberly Woods, unless the Declarant shall have first given its written approval to such change, modification or extinguishment.

ARTICLE XXXII

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,

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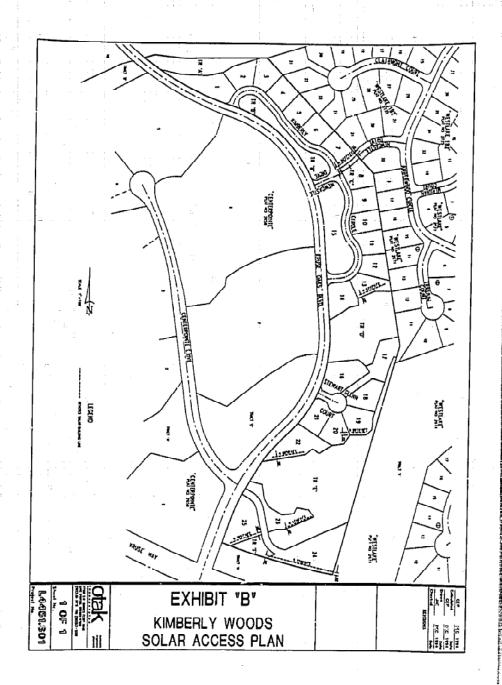
		NICK BUNICK CUSTOM HOMES, INC.
		By: Nick Bunish Nick Bunick, President
		Nick Bunick, President
STATE OF OREGON County of Clackamas)) ss.)	
<u> </u>	, 1994	
President of Nick Bunic signed in behalf of said	k Custom Ho corporation b	no, being duly sworn, did say that he is the mes, Inc. and that said instrument was by authority of its Board of Directors; and he his voluntary act and deed.

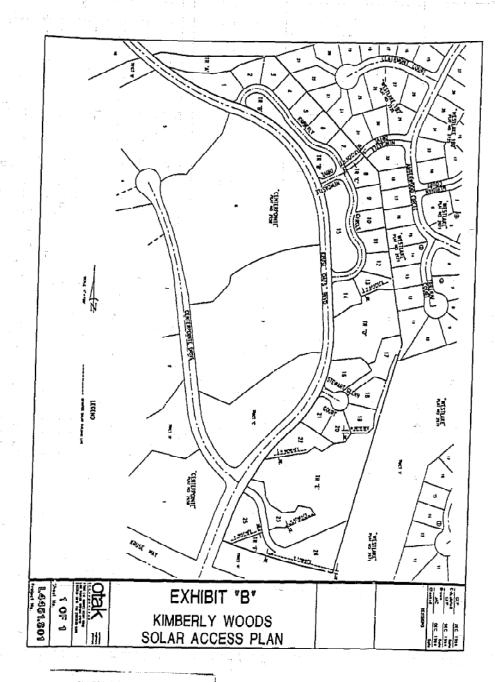
Notary Public for Oregon My commission expires:



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MAR 1 6 1995

CITY OF LAKE OSWEGO

STATE OF OREGON 96-005849
CLACKAMAS COUNTY
Received and placed in the public
records of Clackamas County
RECEIPTS AND FEE: \$8898 \$58.88
DATE AND TIME: 01/25/96 UZ:11 PM
JOHN KAUFFMAN, COUNTY CLERK