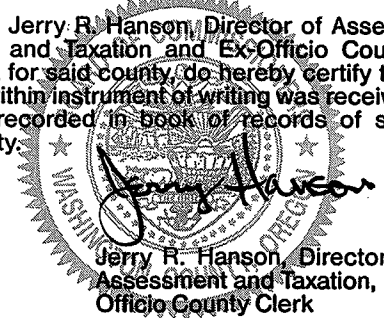


S. E OF OREGON }
County of Washington } SS

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

Doc : 95058310
Rect: 149350 15.00
08/21/1995 03:56:31PM

After Recording, Return To:

Anderson & Dittman
8865 SW Center Street
Tigard, OR 97281
Attn: Derryck H. Dittman

DECLARATION OF RESTRICTION

THIS DECLARATION OF RESTRICTION (this "Declaration") is made this 27 day of July, 1995 by Downerberg Const Inc ("Declarant").

Recitals:

Declarant is the vendee under a land sale contract for certain real property located in the City of Sherwood, Washington County, Oregon, specifically described as Lot 43, Woodhaven, in Washington County, Oregon (the "Property"). Declarant intends to install stormwater drainage pipes on the Property which will discharge collected surface water into adjacent open space owned by the City of Sherwood which is described as Tract C, Woodhaven, in Washington County, Oregon (the "Open Space"). Declarant hereby binds and burdens the Property, with the following restriction which shall run with the Property in perpetuity.

Declaration:

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to this Declaration which shall bind and burden the Property:

1. All stormwater drainage pipes on the Property which discharge water into the Open Space shall discharge within the Property not less than twenty (20) feet from the boundary of the Property abutting the Open Space, so that the water discharged from such pipes shall flow for not less than 20 feet outside the pipes immediately prior to entry into the Open Space tract.

2. The Declaration shall run with the land as to all property benefitted and burdened thereby, including any partition or division of such property. The rights, covenants, and obligations contained in this Declaration shall bind, burden, and benefit Declarant, as owner of the Property, and the City of Sherwood, as the owner of the Open Space, and their respective successors, assigns, lessees, mortgagees, and beneficiaries under any deeds of trust.

3. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S.

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Bankruptcy Code) is instituted to enforce or interpret any provision of this Declaration or in connection with any dispute hereunder, the prevailing party shall be entitled to recover such amount as the court may adjudge reasonable as attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses incurred in anticipation of litigation, at trial or on any appeal or review, in addition to all other amounts provided by law.

4. Upon full execution of this Declaration, it shall be delivered to the City of Sherwood for recordation in the official records of Washington County, Oregon.

5. Nothing in this Declaration shall prohibit, restrict, or limit stormwater drainage facilities, except as specifically provided herein.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first set forth above.

Donnerberg Const. Inc.

By: Michael J. Donnerberg
Its: President

STATE OF OREGON)
County of Clackamas)

The foregoing instrument was acknowledged before me on this 27th day of July, 1995, by Michael J. Donnerberg who is the President of Donnerberg Construction Inc., on behalf of the Corp.

Patricia A. Schwarzin
Notary Public for Oregon
My Commission Expires: 3-8-97

