

WHEN RECORDED MAIL TO:

JDR contracting, Inc.  
16055 SW Walker Road #413  
Beaverton, OR 97006

**DECLARATION OF  
PRIVATE STREET, SIDEWALK, STREET LIGHTS, STORM SEWER  
AND RECIPROCAL ACCESS EASEMENT MAINTENANCE AGREEMENT FOR  
ROBINS GARDENS**

Declarants are the owners of the following parcels and Declarants hereby declare as follows:

**1. PURPOSE OF AGREEMENT.**

The purpose of this agreement is to provide for the construction and perpetual maintenance of the private street, storm sewer system, and sidewalk by the owners of the parcels of property described as: ROBINS GARDEN, LOTS 1 – 20, including the private street designated as S.E. STERLING LANE, HILLSBORO, OREGON. A REPLAT OF LOTS 3,4 AND 5, BLOCK 5, "LADD AND REED ACRES". IN THE NORTHEAST QUARTER OF SECTION 10 TOWNSHIP 1 SOUTH, RANGE 2 WEST, W. M., CITY OF HILLSBORO, OREGON, WASHINGTON COUNTY, OREGON.

**2. DURATION AND NATURE OF AGREEMENT.**

This agreement shall continue in perpetuity. This agreement is intended to and does attach to and run with the land affected herein. This agreement is binding on all owners present and future of lots 1-20 of Robins Garden Subdivision, and all persons claiming under them. It is the intent of Vista NW, Inc., hereafter called the Developer, to create a continuing obligation and right on the part of themselves and subsequent owners of the land described herein.

**3. CONSTRUCTION IMPROVEMENTS.**

a. Streets

Vista NW, Inc. shall construct roadway improvements on S.E. Sterling Lane at their expense.

S.E. Sterling Lane shall have a roadway built to the City of Hillsboro public street standards which shall include paving sufficient to accommodate, at a minimum, a 25 ton fire-fighting apparatus. Further, there shall be no on-street parking on S.E. Sterling Lane, anywhere on the street except in designated parking spaces. "No Parking" signs shall be posted, or approved red curb painting with "No Parking Fire Lane" painted on curbs per City of Hillsboro requirements.

b. Storm Sewers

Vista NW, Inc. shall construct storm sewer improvements in SE Sterling Lane and designated easements at their expense.

The storm sewers shall be designed and built to the standards of the State of Oregon Plumbing Specialty Code and approved by the City of Hillsboro.

c. Sidewalk

Declarant shall construct a five-foot wide, curbside along the Northern side of the private street, following the cul-de-sac around and ending at the Southeastern corner of the cul-de-sac at their expense. This sidewalk is inside the boundary of Tract A

The sidewalk shall be designed and built to City of Hillsboro standards.

d. Common Driveways

As shown on the plat, Lots 7 & 8, Lots 11 & 12, and Lots 15 & 16 are flag lots utilizing common driveways. The access drive improvement shall be a minimum of 12 feet in width to serve each pair of properties. The improvements shall be constructed to carry emergency vehicle weight of 50,000 lb. Axle load, as approved by the City of Hillsboro Engineer and the Fire Marshal. The access way improvement shall be constructed prior to final building inspections on the affected Lots.

e. Street Lighting

Vista NW, Inc. shall construct street lighting improvements in SE Sterling Lane and designated easements at their expense.

The street lighting shall be designed and built to the standards of National & State Electrical Code and approved by the City of Hillsboro.

#### **4. OWNERSHIP.**

The Ownership of all private street improvements, storm sewer system, street lighting and sidewalks shall be owned equally by all of the property owners of Lot 1 through Lot 20

The ownership of the common driveways for Lots 7 & 8, Lots 11 & 12, and Lots 15 & 16 shall be owned equally by each of the two Lot owners benefited by the common access way.

#### **5. MAINTENANCE.**

##### **a. Street Improvements**

The Homeowners Association, which is comprised of Lots 1 through 20 Robins Garden shall be jointly and equally responsible for maintenance of the street improvements. If, however, the act or omission of any owner or guest, invitee, licensee, contractor, or agent of the owner causes damage to the improvements, the owner shall be responsible for repair of the improvements. The street improvements shall be maintained in a good and workmanlike manner so as to comply with minimum City standards and so as to be continuously safe for public travel.

##### **b. Storm Sewer**

The owners of Lots 1 through 20 Robins Garden shall be jointly and equally responsible for maintenance of the storm sewer system. If, however, the act or omission of any owner or guest, invitee, licensee, contractor, or agent of the owner causes damage to the storm sewer system, the owner shall be responsible for repair of the system. The storm sewer system shall be maintained to continuously comply with the State of Oregon Plumbing Specialty Code, and any other regulations made applicable in the future by any governmental body.

No owner shall place upon or over any easement for storm water purposes, and improvement, planting, or other materials which would interfere with the maintenance or operation of the storm sewer system.

##### **c. Sidewalk**

The owners of Lots 1 through 20 Robins Garden shall be jointly and equally responsible for maintenance of the 5' curbside sidewalk. If, however, the act or omission of any owner or guest, invitee, licensee, contractor, or agent of the owner causes damage to the sidewalk, the owner shall be responsible for repair of the sidewalk. The sidewalks shall be maintained in a good and workmanlike manner so as to comply with minimum City standards and so as to be continuously safe for public travel.

##### **d. Common Driveways**

The maintenance of the common driveways for Lots 7 & 8, Lots 11 & 12, and Lots 15 & 16 shall be maintained equally by each of the two Lot owners benefited by the common access way. The cost of maintenance of the common driveways shall be divided equally between each of the two Lot owners benefited by the common access way.

f. **Street Lighting**

The owners of Lots 1 through 20 Robins Garden shall be jointly and equally responsible for maintenance of the street lighting system. If, however, the act or omission of any owner or guest, invitee, licensee, contractor, or agent of the owner causes damage to the street lighting system, the owner shall be responsible for repair of the system. The street sewer system shall be maintained to continuously comply with the Federal and State of Oregon Electrical Code, and any other regulations made applicable in the future by any governmental body.

**6. EASEMENTS.**

Robins Garden Subdivision shall be subject to such public and private easements as may be necessary to provide sewer, water, drainage, and other necessary utilities. All public utility easements shall be to the specifications of the City of Hillsboro.

**7. INDEMNIFICATION.**

The owners of Lots 1 through 20 Robins Garden shall hold harmless, defend and indemnify the City of Hillsboro and the city's officers, agents and employees against all claims, demands, actions and suits, including attorney fees and costs, brought against any of them arising out of the failure to properly design, locate, construct, or maintain the improvements located in Robins Garden which are subject to this agreement.

The owners of Lots 1 through 20 Robins Garden shall hold harmless, defend and indemnify the City of Hillsboro and the city's officers, agents and employees against all claims, demands, actions and suits, including attorney fees and costs, brought against any of them arising out of the failure to properly design, locate, construct, or maintain the storm sewer system located in Robins Garden which are subject to this agreement or for damage resulting from storm water damage.

The owners of Lots 1 through 20 Robins Garden shall hold harmless, defend and indemnify the City of Hillsboro and the city's officers, agents and employees against all claims, demands, actions and suits, including attorney fees and costs, brought against any of them arising out of the failure to properly design, locate, construct, or maintain the sidewalks located in Robins Garden which are subject to this agreement.

All workers undertaking maintenance work on the street improvement, storm sewer, and sidewalks shall have standard liability insurance in a reasonable amount from a reputable insurance company which protects each owner.

**8. MAINTENANCE OBLIGATIONS AND ARBITRATION.**

The owners of Robins Garden street improvements, storm sewer system, and sidewalks shall confer from time to time regarding performance of required maintenance under this agreement. Each lot shall have one vote. Where there is more than one owner of a lot, each owner shall have a proportional share of one vote. In the event of a disagreement concerning maintenance obligations under this agreement, the owners shall agree upon an arbitrator who shall resolve such disagreement. If the owners of Robins Garden cannot agree on an arbitrator, the presiding judge of the circuit Court of the State of Oregon for the County of Washington shall appoint an arbitrator. The decision of the arbitrator shall be binding on the owners and the fee of the arbitrator shall be borne equally by the owners.

Any notice, demand, or report required under this agreement shall be sent to each owner in care of the street address of his parcel, or in the event the owner does not reside on the said property, in care of the current property tax notification address by written notice to each other owner. Any required notice or demand shall be made by hand delivery or certified mail, and shall be deemed received on actual receipt or 48 hours after being mailed, whichever first occurs.

**9. TERMINATION.**

The owners of Robins Garden may not withdraw from, or amend, this agreement or dissolve this agreement without the written approval of the City of Hillsboro. If this agreement is a condition of approval of a division of property, The City of Hillsboro may require such condition to be modified before permitting this agreement to be dissolved or permitting a party to withdraw from this agreement.

**10. RELEASE.**

At such time as Robins Garden storm system, and sidewalks are dedicated to the public and accepted by the City of Hillsboro by council action for maintenance or the storm sewer is accepted by Council action for maintenance by the City of Hillsboro, the owners of Robins Garden storm sewer system, and the sidewalk will be released from their maintenance obligation and from all other obligations under this agreement for the improvements accepted by the City.

**11. DEFINITIONS.**

- a. Maintenance means any work required to keep the improvement in compliance with all applicable governmental regulations and the terms of this agreement including cleaning, repairs, reconstruction, and replacement.
- b. Street means any improvements required by the approval of the land division such as

paving of the roadway and parking areas, curbs, and sidewalks.

- d. Storm sewer system means the catch basins, sumps, pipes, pumps, and any required water impounding facilities such as a detention facilities, retention facilities, or soakage trenches.
- e. Sidewalk means a pathway for pedestrian travel.
- f. Street Lighting means individual street poles and lights, that work simultaneously to provide light for safe travel on Sterling Lane.

IN WITNESS WHEREOF, the parties hereto have executed this Maintenance Agreement on \_\_\_\_\_, 2003

By: \_\_\_\_\_  
Vista NW, Inc.  
R.W. Christensen

**MUST BE NOTARIZED**

SUBSCIBED AND SWORN TO before me this \_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My commission expires: \_\_\_\_\_