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C. Buick, Deputy Clerk



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**FIRST AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HIGHLANDS AT FOREST PARK AT FOREST PARK**

Venture Properties, Inc. filed of record certain Declaration of Covenants, Conditions and Restrictions for HIGHLANDS AT FOREST PARK, recorded June 28, 1996, as Document No. 96-099447 in the Multnomah County Deed of Records. The governing Declaration of Covenants, Conditions and Restrictions for HIGHLANDS AT FOREST PARK, Multnomah County, Oregon executed by VENTURE PROPERTIES, INC., as "Declarant", is hereby amended to read as follows;

THIS FIRST AMENDED DECLARATION made this 22<sup>nd</sup> day of July, 1997, by VENTURE PROPERTIES, INC., ("Declarant")

The following Declaration of Covenants, Conditions and Restrictions ("CCRs") pertain to and are binding on Lots 1 through 40 and tracts A through E of HIGHLANDS AT FOREST PARK.

WHEREAS, VENTURE PROPERTIES, INC., hereafter referred to as Declarant, is the owner of certain real property described in Exhibit "A" hereto attached, located in the City of Portland, County of Multnomah and State of Oregon, Known as HIGHLANDS AT FOREST PARK, a dully recorded subdivision filed, June 28, 1996, in Book 1232, Pages 18-23, Records of the County of Multnomah and State of Oregon

WHEREAS, the Declarant desires to impose certain CCRs to the ownership of said property, all of which are for the purpose of enhancing and protecting the value, livability and aesthetic quality of the property in HIGHLANDS AT FOREST PARK

WHEREAS, for the purposes of ORS 94.550 to 94.783, the property to which the following CCRs apply is a de minimis planned community as defined by ORS 94.570. Declarant estimates annual assessments for maintenance and reserves for Tracts A through E are less than two percent of the value of all Lots or are less than the product of three-hundred and sixty dollars (\$360)

1<sup>st</sup> Amended Declaration of CCR's

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multiplied by the total number of Lots. Therefore, the provisions of ORS 94.550 to 94.783 do not apply to the property or Declarant.

NOW THEREFORE, the undersigned hereby declare that the following protective CCRs and easements shall run with the land; shall become and are hereby made part of all conveyances of Lots within the plat of HIGHLANDS AT FOREST PARK and shall by reference apply thereto as fully and with the same effect as if set forth at large therein.

## ARTICLE 1

### DEFINITIONS

1. "Association" shall mean and refer to HIGHLANDS AT FOREST PARK Homeowners' Association, Inc, its successors and assigns.
2. "Bylaws" shall mean and refer to the Bylaws of the Association.
3. "Common Areas" shall mean and refer to that area of land shown on the recorded plat of the Property, as Tracts "A" through "E", including any improvements thereon, which are intended to be devoted to the common use and enjoyment of the members and which land has been conveyed to the Association.
4. "Declaration" shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration for HIGHLANDS AT FOREST PARK.
5. "Declarant" shall mean and refer to Venture Properties, Inc., its successors or assigns, or any successor or assign to all remainder of his or her interest in the development of the Property.
6. "Easements" shall mean those portions of the Property designated as such on the plat of HIGHLANDS AT FOREST PARK and/or in this Declaration.
7. "Lot" shall mean and refer to each and any of Lots 1 through 40 of HIGHLANDS AT FOREST PARK, together with any other Lots that may be designed as Lots intended for residential use on any supplemental declaration and plat submitting additional property to the terms of this Declaration.
8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.
9. "Property" shall mean and refer to the duly recorded plat of HIGHLANDS AT FOREST PARK.

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10. "Rules and Regulations" shall mean and refer to the documents containing rules and regulations and policies adopted by the Board of Directors of the Association or the Architectural Review Board as may be from time to time amended

11. "Turn Over" shall mean the date on which Declarant turns over the administrative responsibilities of the Association to the Owners.

## ARTICLE 2

### PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Portland, Multnomah County, Oregon and consists of Lots 1 through 40 and tracts A through E on the recorded plat attached as Exhibit "A".

## ARTICLE 3

### RESTRICTIONS, ARCHITECTURAL CONTROLS AND MAINTENANCE RESPONSIBILITIES

1. **Use:** All Lots in HIGHLANDS AT FOREST PARK shall be for residential use only. Accessory Units are allowed as permitted by Portland Zoning Code chapter 33 205. No business venture shall be conducted in or about any property in HIGHLANDS AT FOREST PARK except for (a) one room offices which are not designated by any exterior sign(s) and do not create excessive additional vehicle traffic, (b) builders', Declarant's or real estate agents' temporary sales offices or model homes and (c) any activities related to the 1998 Street of Dreams to be conducted on Glendoveer Street.

2. **Dwelling Size:** The total living space of a one-story dwelling, shall not be less than twenty-four hundred (2,400) square feet. The total living space of a multi-level dwelling shall not be less than twenty-seven hundred (2,700) square feet. Declarant may approve any variation or waive any violation of this provision.

3. **Building Restrictions:** All Dwellings shall be constructed in accordance with the following minimum requirements:

- a) Walls shall be double wall constructed with siding of cedar, masonry, stucco or other material approved by Declarant; roofs shall be constructed of asphalt fiberglass roofing with forty (40) year guarantee or other material approved by Declarant. Asphalt fiberglass roofing must be a staggered shake shingle of high density to create a

dimensional appearance and be approved by Declarant. Cedar shake roofing is not allowed.

b) Chimneys shall be faced with brick, stucco, or faux stone, cedar or other material approved by Declarant;

c) Garages must be at least 20 feet deep and 30 feet wide. Declarant may approve any variation or waive any violation of this provision.

4. **Easements:**

a) **Utility Easements:** Easements for installation and maintenance of utilities, private storm water quality control facilities and private storm sewer drainage ("Utility Easements") are reserved as shown on the recorded plat, excluding dispersion and soakage trench systems on individual lots. Within these Utility Easements, no structure, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may alter the direction of water through drainage channels. Utility Easements and any associated improvements, excepting those for which a public authority, utility company or Association has specifically claimed responsibility, shall be continuously maintained by the Lot Owner on which the Utility and improvement is located and the Lot Owner shall be responsible for removal and replacement of any fencing or vegetation in the event that the responsible entity makes such request.

b) **Landscaping Easement:** A twenty-five foot (25') Landscaping Easement abutting Skyline Boulevard is reserved over Lots 1, 2, 3, 5, 6, 7, 8, 23 and 38 - 40. No landscaping shall be removed by Owners. No fencing may be placed within the Landscaping Easement except the white, PVC, two (2) rail fence installed by Declarant. Landscaping installed by Declarant within the easement shall be maintained by the Association.

c) **Native Plant Preservation Easement:** A fifty foot (50') Native Plant Preservation Easement abutting Cedar Street is reserved over Lots 9 and 10. No existing native plant material may be removed and only native plant material may be added to the Preservation Easement. No fences are allowed in the Preservation Easement. Owner's of Lots 9 and 10 shall be responsible for maintenance of all plant material in the Preservation Easement.

d) **Entry Monument Area Easement:** An Entry Easement is reserved over portions of lots 6, 7, 23 and 40. The Entry Easement may contain any of the following: monuments, fencing and landscaping. Lot Owners encumbered with an Entry Easement shall not remove, add to or fence the Entry Easement Area or improvements. Maintenance for such Entry Easement and improvements shall be the responsibility of the Association.

e) **Conservation Easements:** Conservation Easements as defined in ORS 271.715 to 271.795 are reserved as shown on the Conservation Easement Map, attached as Exhibit

"A" of the Deed of the Conservation Easements, attached as Exhibit "B", herein Prohibited activities in each of the three (3) Conservation Easement Areas are specified in the Deed of Conservation Easement. Within these Conservation Easements, activities prohibited by the Deed of Conservation Easement shall not be engaged in, by or at the direction of any Lot Owner or the Association.

5. **Maintenance:** Each Lot Owner shall maintain their Lot and improvements in a clean and attractive condition, in good repair and in a fashion as not to create a hazard of any kind. Such maintenance shall include, without limitation, painting or staining, repair, replacement of siding and care of roof, gutters, downspouts, surface water drainage, walks and other exterior improvements. In addition, each Owner shall keep shrubs, trees, grass and plantings properly cultivated and free of trash and other unsightly materials. The provisions of this paragraph section also apply to the area between the property line of any Lot and the nearest curb, including sidewalks and street trees. Owners of Lots on Glendoveer Street are excluded from the requirements of this paragraph until after the of the 1998 Street of Dreams is held in HIGHLANDS AT FOREST PARK. Lot Owners shall comply with all erosion and drainage regulations regarding the property and adjacent right of ways, promulgated by any government entity with jurisdiction over the property.

6. **Livestock and Poultry:** No animals, 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 they are not kept for, bred or maintained for any commercial purpose and are not permitted to cause damage to neighbors or neighboring Lots

7. **Garbage and Refusal Disposal:** No Lot shall be used as a dumping ground for garbage, rubbish or other waste. Garbage, rubbish or other waste shall be kept in sanitary containers and out of public view

8. **Parking and Storage of Equipment:** Boats, trailers, truck-campers, motor homes, commercial vehicles and like equipment shall not be parked or stored outside of a garage on any Lot or on private roads except that such equipment shall be allowed to be parked in the Lot Owner's private driveway for a period not to exceed seven (7) days in any ninety (90) day period. Permanent storage for the above shall be obtained off-site at Owners expense. Declarant may waive if necessary. No vehicle in disrepair, sitting on blocks or otherwise inoperable shall be visible from the street for any aggregate period in excess of fourteen (14) days. No parking or storage of equipment is allowed on the private streets where the right-of-way width is twenty-two feet (22') or less or marked with a No-Parking sign

9. **Signs:** No signs shall be erected or maintained on any Lot except that "For Sale" or "For Rent" signs may be placed on the Lot by the Owner, Declarant, Builder or Real Estate Agent. Declarant may erect and maintain signs at model homes and other areas, at Declarant's discretion.

10. **Offensive Activities:** No noxious or offensive activity or condition shall be permitted upon any part of the Property nor shall anything be done which may be or become an annoyance or nuisance to other Lot Owners and the neighborhood.

11. **Antennas and Service Facilities:** No exterior antennas, aerials or satellite dishes shall be permitted on any part of the property, except for "mini" satellite dishes which do not exceed two feet (2') in diameter, are properly screened from view and are not visible from private streets.

12. **Sloped Areas:** Declarant has developed a storm drainage system which addresses water run-off for the entire property as opposed to run-off between individual Lots. This means that unfiltered surface water can traverse other Lots before reaching a storm water facility, with the understanding that prior to reaching a gutter, street or storm water facility, the water will be filtered. Silt fencing has been installed in conjunction with the final site grading, in areas designated on the construction documents that meets local storm water agency's guidelines for surface erosion control. Usually, the normal location for silt fencing is on or adjacent to the property line to protect rear and side sloping areas and adjacent to the curb to protect front sloping areas. It should be noted that the purpose of a silt fence is to control erosion only, and that storm water can be expected to travel downhill from higher elevations Lots through lower elevation Lots to its final destination in a storm water facility. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the grading plan established by Declarant. This includes altering defined slope areas, attempting to change the storm water direction or performing any action that creates erosion. Once Declarant has conveyed title to any subsequent purchaser, whether to a Lot Owner or other Homebuilder, the established sloping areas of each Lot and all improvements on each Lot shall be maintained continuously by the Owner of the Lots to preserve Declarant's designed drainage and grading plan, except for those improvements for which a public authority, utility company or Association is responsible.

13. **Sight Distance at Intersection:** No fence, wall, tree, 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 a street property lines extend. 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. No trees shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height and width to prevent obstruction of sight lines.

14. **Landscape Completion:** All front and backyard landscaping must be completed by Lot Owner within six (6) months from the date of occupancy of the dwelling. In the event of undue hardship due to weather conditions, Owners shall have a maximum of an additional three months to complete said landscaping.

15. **Fencing:** All fencing must be in accordance with City of Portland ordinances and the Deeds of Conservation Easement, attached as Exhibit "B", herein. All fencing that is visible from Skyline Boulevard or the private streets in HIGHLANDS AT FOREST PARK, except the white PVC fence installed by Declarant, shall be constructed out of cedar and be 6-foot or less in height. All fencing installed in Conservation Easement Areas of a lot shall be constructed of cedar split rail (3 rail maximum) and be or a 3/4-foot or less in height. No chain link fencing in HIGHLANDS AT FOREST PARK shall be allowed. No fencing of any kind shall be allowed.

within the 25-foot Landscaping Easement, excepting only the white PVC rail fence installed by Declarant, or the 50-foot Preservation Easement. No fencing is allowed which violates the Deeds of Conservation Easement, attached as Exhibit "B"

16 **View Corridor:** No shrub, tree or bush shall be allowed to grow to a height or width which unduly restricts the view from adjoining Lots Declarant or Association, at their discretion, may require any offending shrub, tree or bush be pruned, trimmed or removed. No shrub, tree or bush shall be removed in violation of the Deeds of Conservation Easements, attached as Exhibit "B"

17 **Architectural Review:** Architectural control shall be by Declarant. All plans (including changes), specifications, exterior house colors, and any additional exterior improvements to a Lot must be approved by Declarant prior to construction. When Declarant owns less than one (1) Lot in HIGHLANDS AT FOREST PARK, Declarant's architectural control terminates and architectural control vests with the Association

## ARTICLE 4

### OWNERS ASSOCIATION

1 **Members:** The Owners Association ("Association") shall be an incorporated association of all Lot Owners in HIGHLANDS AT FOREST PARK, and each Lot Owner shall automatically obtain membership in the Association upon the purchase of a Lot. Such membership shall transfer with title to each Lot and shall not be owned separately from each Lot.

2 **Voting:** The Association shall have two (2) classes of voting members. Class A members shall have one (1) vote for each Lot owned and shall be comprised of all Owners other than Declarant. The Class B membership shall have three (3) votes for each Lot owned and shall be comprised of Declarant, its successors and assigns. The Class B membership shall cease and be converted to Class A membership on the happening of either event: (i) the date of the Turnover Meeting; or (ii) at such time as Declarant may elect in writing to terminate Class B membership, which ever occurs earlier.

3 **Operation, Rules, Regulation and Policies:** Without any other act or acknowledgment, Owners shall be governed and controlled by this Declaration, the Bylaws and Articles of Incorporation and any amendments thereof.

4 **Association Fees:** Funds determined by the Association to be necessary to promote the recreation, health, safety and welfare of HIGHLANDS AT FOREST PARK and for the improvement, operation and maintenance of the Common Areas. Assessments shall be collected from each Lot Owner pursuant to the Article 5 of these CCRs

5 **Ownership:** The Association shall own and maintain such property known as Tracts "A", "B", "C", "D" and "E" ("Common Areas"). The Association shall maintain the Utility Easements

which includes the Private Storm System, the 25-foot Landscape Easement and the Monument Easements. The Association shall have the powers described in ORS 94.630

## ARTICLE 5

### ASSESSMENTS AND RESERVES

1. **Purpose of Amendments** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of HIGHLANDS AT FOREST PARK and for the maintenance, repair and/ or replacement of those items specified in Article 6, herein.

2. **Assessments** Each Lot Owner covenants to pay the Association the assessment and any additional charges levied pursuant to this Article or the Bylaws. Funds determined by the Association to be necessary for maintenance of HIGHLANDS AT FOREST PARK and as specified in Article 6 (1) shall be assessed ("assessment") on and collected from each Lot Owner on the first day of each month following the conveyance of the Lot. Upon the closing for sale of each Lot to an Owner other than Declarant, each Owner shall contribute a sum equal to two (2) times the monthly assessment as an up-front contribution for the Reserve Fund of the Association. Prior to the Turn Over, Declarant shall have the same authority to assess lot Owners as is provided the Association in this Article of the CCR's and for other items specified in Article 7(1). Such assessments may be enforced by lien by Declarant on a annual or monthly basis, and Declarant may collect a pro rata share of any monthly annual assessment upon closing of a Lot sale by Declarant to any Lot Owner. Declarant may assess Owners of Lots sold by Declarant without assessing lots or homes owned by Declarant, but such assessments may not exceed 1/40<sup>th</sup> of the funds required by the Associations annual Operating Budget. Declarant shall be exempt from paying assessment fees on any Lot owned by Declarant.

3. **Default in Payment of Assessments, Enforcement of Liens**

Such assessments shall constitute liens in favor of the Association on each Lot for nonpayment of the assessment. Unpaid assessment shall accrue interest at the rate of twelve percent (12%) per annum on the unpaid balance. To claim the benefits of such lien, the Association shall record in Multnomah 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 filing. The claim shall be verified by 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 ORS 87 035 or any superseding statute. The proceedings to foreclose liens created by this Article shall conform as nearly as possible to the proceeding to

foreclose liens created by ORS 87.010, except that notwithstanding ORS 87.055, a lien may be continued in force for a period of time not to exceed six (6) years from the date the 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 assessment shall be deemed to have been filed at the time the unpaid assessment became due. The lien may be enforced by the Association or by the Declarant on behalf of the Association. No Lot or Lot Owner may escape liability for assessment by the reason of non-use or abandonment of a Lot. An action to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the liens securing such assessments

5. **Reserves for Replacement** As a common expense, the Association shall establish and maintain a reserve fund for replacement of any improvements to the Common Areas and community facilities thereon by allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Association. Such fund shall either be deposited with a banking institution or in the discretion of the Association, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The up-front contribution of homeowners required at closing, under Article 5, Paragraph 2 of these CCR's shall be placed in the reserve fund. The reserve fund shall be expended only for the purpose of affecting the replacement of the Common Areas and any improvements and community facilities thereon, major repairs to any sidewalks in the Common Areas, or pathways developed as part of HIGHLANDS AT FOREST PARK, and for start-up expenses and operating contingencies of a non-reoccurring nature. The Association may establish such other reserves for such other purposes as it may from time to time consider to be necessary or appropriate. The proportional interest of any Owner in such reserves shall be considered an appurtenance of Owner's lot and shall not be separately withdrawn, assigned, or transferred, or otherwise separated from the lot to which it appertains and shall be deemed to be transferred with such lot

## ARTICLE 6

### MAINTENANCE OF COMMON AREAS, EASEMENT AREAS AND IMPROVEMENTS

1. **Maintenance:** The Association shall maintain, or provide for maintenance of Common Areas, Utility Easements, including Private Storm System, the 25-foot Landscaping Easement and Monument Easements. Common Areas, Easement Areas and Improvements shall be maintained in a good and workmanlike manner so as to comply with minimum City of Portland "City" standards and as so to continuously be safe

2. **Indemnification:** The Lot Owners and the Association shall hold harmless, defend and indemnify the City of Portland and the City's officers, agents and employees against all claims, demands, actions and suits, including attorney's fees and costs brought against any of them arising out of the failure to properly design, locate, construct or maintain the street improvements or storm sewer system located in HIGHLANDS AT FOREST PARK and which are subject to the Declaration of Private Street and Storm Sewer Maintenance Agreement. All workers undertaking

maintenance work on the street improvements or storm sewer system shall have standard liability insurance in a reasonable amount from a reputable insurance company which protects each owner.

The Association, which owns Tracts A, B, C, D and E and the Private Storm System shall release and indemnify the other parties to this agreement against all liability for injury to an Owner, member of the Owner's family, or resident of the Owner's home for injury or for property damage when it results from any undertaking pursuant to this agreement

3. **Duration:** This Article shall continue in perpetuity and is binding on HIGHLANDS AT FOREST PARK Lot Owners and all persons claiming under it. This Article may only be amended or terminated if approved by the City in writing and in the manner proscribed by these CCRs

## Article 7

### GENERAL PROVISIONS

1. **Duration and Amendment:** These CCRs shall run with the land with respect to all property within HIGHLANDS AT FOREST PARK and except for Article 6, shall be binding on all parties and persons claiming under them for a term of twenty (20) years from the date herein, after which time, they shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the Lot Owners has been recorded, agreeing to terminate or change said CCRs in whole or part. Article 6 shall continue in perpetuity and is binding on all HIGHLANDS AT FOREST PARK Lot Owners and all persons claiming under it

These CCRs except Article 6, may be amended or terminated only by duly recording an instrument which contains an agreement providing for the amendment or termination and which has been signed by a majority of Lot Owners; provided however, that if Declarant owns at least ONE Lot, these CCR's cannot be amended or terminated without Declarant's written consent. Declarant reserves the right, as long as it owns at least one Lot, to amend the CCRs, except Article 6, in any way without approval of any Lot Owners in HIGHLANDS AT FOREST PARK. Article IV may be amended or terminated only by obtaining written City approval and meeting the other requirements of these CCRs.

2. **Enforcement:** Should any person violate or attempt to violate any of the provisions of these CCRs, the Declarant or the Association, at their option, but without obligation shall have full power and authority to submit the matter to arbitration. The arbitration shall be conducted under the laws of the State of Oregon. If the Parties cannot agree on an arbitrator, the presiding judge at the Circuit Court of the State of Oregon of the County of Multnomah shall appoint an arbitrator. The decision of the arbitrator shall be binding on the Parties and the fee for arbitration shall be paid by the non-prevailing Party.

Failure by any other to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter

3 **Severability:** Invalidation of any one of these CCRs shall in no way affect any of the other provisions which shall remain in full force and effect.

4. **Limitation of Liability of Declarant:** Declarant shall not be liable to any Owner on account of any action or failure to act by the Declarant in performing its duties or rights hereunder, provided that the Declarant has, in accord with actual knowledge possessed by it, acted in good faith.

5. **Disclaimer:** These CCRs constitute a private agreement among the Owners of Lots within HIGHLANDS AT FOREST PARK and may not be enforced by the City of Portland. These CCRs have not been approved or disapproved by the City and do not restrict the City's authority to adopt or amend its development regulations. There may be conflicting requirements between these CCRs and the City's regulations. The City will limit its review of a development application and the issuance of permits to the requirements of its regulations and any conditions of approval. It is the duty of every person engaged in development within HIGHLANDS AT FOREST PARK to know the requirements of these CCRs. In the event there is a conflict between a City regulation and these CCRs, any question regarding these deed restrictions shall be directed to the Declarant or the Association. The City will not be liable for approvals or permits which are granted in compliance with City regulations, but which are not in compliance with these CCRs.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereto set its hand this 22 day of July, 1998.

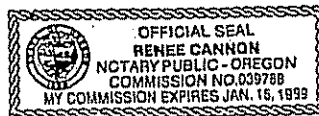
Venture Properties, Inc  
By: [Signature]  
Don Morissette, President

State of Oregon, County of Multnomah ss,

Personally appeared Don Morissette, who, being dully sworn, did say that he is the President of Venture Properties, Inc., and that said instrument was signed on behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be its voluntary act and deed.

[Signature]  
Notary Public for Oregon  
My Commission Expires: January 15, 1999

Return To:  
Venture Properties, Inc.  
5000 SW Meadows Road, Suite 151  
Lake Oswego, OR 97035



1<sup>st</sup> Amended Declaration of CCR's

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