

After Recording Return to:
Eagles View Homeowners Association
15685 SW 116th #235
King City, OR 97224

Washington County, Oregon **2007-076000**
07/10/2007 12:13:57 PM
D-R/BAM Cnt=1 Str=21 RECORDS1
\$170.00 \$5.00 \$11.00 \$1.00 - Total = \$187.00



01138915200700760000340345
I, Richard Hobernicht, Director of Assessment and
Taxation and Ex-Officio County Clerk for Washington
County, Oregon, do hereby certify that the within
instrument of writing was received and recorded in the
book of records of said county.

Richard Hobernicht
Richard Hobernicht, Director of Assessment and
Taxation, Ex-Officio County Clerk



2nd AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EAGLES VIEW

Venture Properties, Inc, filed of record certain Covenants, Conditions and Restrictions for Eagles View ("CC&R's"), recorded October 26, 2000 as Document No. 2000087198.1 in the Washington County Deed of Records. Pursuant to Section 25 of the CC&R's Venture Properties Inc. amended the CC&R's as recorded November 8, 2000 as Document No. 2000090467.1. Subsequently all rights were transferred to the homeowners during a Turnover meeting held in October 2002.

The governing CC&R's for Eagles View are hereby amended by seventy-five percent of the homeowners as successors to Venture Properties, Inc., as approved by their signatures found on the petition circulated to approve this document (pages 5 through 4), by deleting the existing language in Sections 9, 10, 18, 19, 20, 21 and 26 and replacing 9, 10, 18, 19, 20 and 26 with the following language:

9. PARKING. Parking of boats, trailer, RV's and like equipment shall not be allowed on public right-of-way or in a driveway for more than 72 hours for the purpose of loading and unloading. Permanent storage for the above items shall not be allowed on any Lot, or any street, except within an enclosed garage or screened behind a six-foot fence which prevents the vehicle or equipment therein from being seen from any other Lot or any interior street in Eagles View unless otherwise approved by the Association in writing for a temporary period not to exceed seven (7) days. Except as set forth in the preceding sentence, all of the foregoing shall be stored offsite at Owner's expense. No vehicle in disrepair, sitting on blocks, or otherwise inoperable shall be visible from the street for any aggregate period in excess of three (3) days. Parking is not allowed along areas with a "no parking" designation.
10. SIGNS. No signs are permitted that a reasonable and prudent person would deem detrimental to property values within Eagles View Homeowners Association. No sign shall exceed five square feet.
18. COMMON PROPERTY OWNERSHIP AND MAINTENANCE. The Association shall own and maintain Tracts C, D, F, and G and shall own Tracts B, E, H, I and J. Tracts B, E, H, I and J are private roadways to be maintained by the Owners of Lots adjacent and are subject to blanket easement for public and private storm drainage facilities, public sidewalks, sanitary sewers, water supply and other public and private regulated utilities. Tracts C and F are subject to a storm and surface water drainage facilities easement for the benefit of the Unified Sewerage Agency of Washington County. Tracts D and G are Common Area Parks. The Common Area Park on Tract G abuts a Bonneville Power Administration ("BPA") right-of-way and Declarant has been given permission to incorporate the right-or-way into the landscaping of the Common Area Park and to be used by the Owners. No changes or additions may be made to the BPA right-of-way without the written permission of BPA. Except for the improvements described in this Section, the Association does not agree to build any Improvement(s). However, the Association shall have the right but not the obligation, to add any additional improvements not described in this Declaration.

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19. ASSESSMENTS AND RESERVES

- (A) Purpose of Assessments The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of Eagles View and for the maintenance, repair and/or replacement of those items specified in Section 18 and 19, herein.
- (B) Assessments Each lot Owner covenants to pay the Association the assessment and any additional charges levied pursuant to this Section. Funds determined by the Association to be necessary for maintenance of Eagles View and as specified in 19(A) shall be assessed ("assessment") and collected from each Lot Owner on the first day of each month following the conveyance of the Lot. The assessment shall be in the proportionate amount to 1/123rd per Lot of the total amount assessed.
- (C) 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 Washington 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 filings. The claim shall be verified by the oath of some person having knowledge of the facts and shall be filed within and recorded by the recording officer in the book kept for the purpose of recording liens filed under ORS 87.035, a lien may be continued in force for a period of time not to exceed six years from the date a 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. No Lot or Lot Owner may escape liability for assessment by reason of non-use or abandonment of a Lot. An action to recover a money judgement for unpaid assessments may be maintained without foreclosing or waiving the liens securing such assessments.
- (D) Assessment Collection Costs: Suits and Actions Owners shall be obliged to pay reasonable fees and costs including, but not limited, attorney's fees incurred in connection with efforts to collect delinquent any unpaid assessments whether or not suit or action is filed. In addition to the assessment for operating expenses and the funding of reserves, such assessments may include fees, late charges, fines and interest imposed by the Board of Directors. In the event suit or action is commenced by the Association for the collection of any provisions of the Declaration, the Articles or Bylaws, the Owner or Owners, jointly or severally, will, in addition to all other obligations, pay the costs of such suit or action, including reasonable attorneys' fees to be fixed by the trial court and, in the event of an appeal, the cost of the appeal, together with reasonable attorneys' fees in the appellate court to be fixed by such court.

20. ARCHITECTURAL CONTROL. Architectural control shall be by the Association Board of Directors. All exterior color of houses and any exterior improvement to a Lot must be approved in writing by the Association Board of Directors prior to start of improvement.

26 FENCING. Any fencing installed by a Lot Owner on their Lot shall match the type and style of fencing which may have been installed on their Lot by Declarant. If no fencing has been installed, fencing of Lot Owners' preference shall be allowed to be installed as long as all adjoining property owners agree to type in writing, such agreement to be maintained by the Lot Owner. Without written agreement of adjoining property owners only a cedar "good-neighbor" or cedar solid fencing shall be allowed to be installed. All fencing existing at the time of this amendment shall be grand fathered. All fencing shall be maintained in good condition and repair.

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Pages 3 thru 33 contain petition signatures

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I, Shannon Briones, by my signature below, do certify that I did circulate and witness the signatures of the homeowners of Eagles View Homeowners Association on a petition pages _____

3-33

_____ approving this amendment to the Declaration of Covenants, Conditions and Restrictions governing Eagles View.

By Shannon Briones
Eagles View Homeowners Association President

Dated 7-6-07

STATE OF OREGON, County of Washington) ss.

Personally appeared Shannon Briones who being duly sworn, did say that she is President of Eagles View Homeowners Association, 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.

Ravinder Kumar

My Commission Expires: JUNE 21, 2010

Notary Public for Oregon

