

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

STATE OF OREGON } SS
County of Washington }

I, Jerry R. Hanson, Director of Assessment and Taxation, and Ex-Officio County Clerk for said county, do hereby certify that the within instrument was received and recorded in book of records of said county.

Jerry R. Hanson, Director of
Assessment and Taxation, Ex-
Officio County Clerk

Doc : 2000090467.1
Rect: 266522 87.00
11/08/2000 10:24:51am

FIRST AMENDMENT
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAGLES VIEW

KNOW ALL MEN BY THESE PRESENTS, that Venture Properties, Inc. (hereinafter "Declarant") hereby declares and records the following covenants, conditions and restrictions pertaining to and binding the following described real property to wit:

Recorded according to the duly recorded plat of Eagles View, the 26th day of September 2000, Document No. 2000087195, Book 133, Pages 45-48, Records of the County of Washington and State of Oregon ("Property").

Venture Properties, Inc. filed certain Covenants, Conditions and Restrictions for Eagles View, recorded October 26, 2000, as Document No. 2000087198.1 in Washington County Deed of Records. Venture Properties, Inc. has determined that a portion of the existing Covenants, Conditions and Restriction are not relevant to the Eagles View subdivision and is therefore recording this Amended Covenants, Conditions and Restriction for Eagles View and replaces those Covenants, Conditions and Restrictions that were recorded on March 22, 2000, as Document No 200087198 in the Washington County Deed of Records. As of the date of this Amendment, no Lots have been conveyed to any owner other than Venture Properties, Inc. and Venture Properties, Inc. owns all the Lots in Eagles View and therefore has the full authority to execute and record these Amended Covenants, Conditions and Restrictions.

DESCRIPTION OF DECLARATION

Declarant desires to create in Eagles View as defined herein a planned single family community. Declarant also desires to create permanent open space area and other Common Property for the benefit of the Eagles View community, to provide for the preservation of the natural values and amenities in Eagles View and to provide for the maintenance of open spaces and other common facilities.

This Declaration establishes a plan for the private Ownership of Lots and buildings constructed thereon, for the dedication of certain areas in the City of Tigard, and for the beneficial Ownership through a non-profit corporation of all the remaining land and related easements, hereafter defined and referred to as the "Common Property." The non-profit corporation is Eagles View Homeowners' Association, hereafter referred to and defined as the "Association" to which shall be delegated and assigned the duties and powers of maintaining and administering and enforcing the covenants, conditions, and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

The Declaration further establishes the right and power of the Association to levy general and special assessments on each Owner, as hereafter referred to and defined, in order to finance the maintenance of improvements to the Common Property and facilities, and in order to effectuate all the powers and duties of the Association, as described herein. The Declaration further establishes certain restriction on the various uses and activities that may be permitted in Eagles View and further establishes the right of the Association to promulgate rules and regulations which may further define and limit permissible uses and activities consistent with the provisions of the Declaration.

NOW, THEREFORE, the undersigned hereby covenants, agrees, and declares that all of Eagles View as defined herein and the buildings and structures hereafter constructed thereon are, and will be held, sold and conveyed subject to the provisions of the Oregon Planned Community Act, ORS 94.550 et seq., and the following covenants, conditions, restrictions, easements, charges and liens herein set forth in this Declaration, which shall run with the Property and shall be binding upon all persons or entities having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of each Owner thereof. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in Eagles View or any part thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Association and are intended to be and shall in all respects be regarded as covenants running with the land.

1. **LAND USE AND BUILDING TYPE.** No Lot shall be used except for residential purposes. Homes must be constructed of new materials and all homes must be constructed on site. Manufactured and mobile homes are prohibited. No business venture shall be conducted on a Lot or in or about any property in Eagles View except for one-room offices which are not designated by exterior sign(s) and which do not become an undo burden on or nuisance to the Eagles View neighborhood. All parking demands generated by home offices shall be accommodated by utilizing the driveway and/or garage of the residence of which the home office is located.

2. **CONSTRUCTION OF HOMES.** Architectural review/control shall be with Declarant. All plans (including changes), specifications and exterior colors of houses and any additional exterior improvement to a Lot must be approved by Declarant prior to start of construction. After completion of construction of all the homes in the subdivision, Declarant shall delegate the right to architectural review/control to the Board of Directors of the Association. Each home shall be constructed in accordance with, but not limited to, the following minimum requirements:
- (a) Double wall construction (plywood or equal covered with cedar, vinyl, Hardiplank, wood composite siding) or other siding approved by Declarant);
 - (b) Each dwelling shall have a double car garage, unless a specific plan built by Declarant or its assigns contains only a single-car garage;
 - (c) Architectural composition roofing having a minimum 25 year guarantee known as Firehalt or other material approved by Declarant;
 - (d) Total floor area of the main structure, exclusive of open porches and garages, no less than 1,200 square feet for a one-story or 1,600 square feet for a two-story dwelling;
 - (e) Exterior paint colors in accordance with the palette of complimentary colors selected by Declarant for Eagles View or other paint color approved by Delarant;
 - (f) Vertical or square windows on all walls exposed to the street or other windows as approved by Declarant;
3. **BUILDING LOCATION.** Building locations shall conform to the setbacks adopted in Eagles View subdivision approved by the City of Tigard.
4. **UTILITY AND DRAINAGE EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. After the initial sale of each Lot, to its Owner/occupant, the utility easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. A 125-foot Electric Transmission Line Easement owned by Portland General Electric Company, an Oregon Corporation ("PGE") runs through Tract F, G and a portion of Lot 31 of Eagles View. Restrictions regarding this easement are governed by this Section and by the restrictions in the easement document which was recorded in Book 485 Page 323 of the records of the County of Washington in the State of Oregon.

5. **OTHER EASEMENTS.** In addition to any utility and drainage easements shown on the plat, Declarant hereby reserves the following easements for the benefit of Declarant and the Association:
- (a) Adjacent to Common Property. The Owner of any Lot which blends together visually with any Common Property shall permit the association to enter upon the Lot to perform the maintenance of such Common property.
 - (b) Irrigation Easement. The Association reserves a twelve (12") easement adjacent to the private utility easement ("P.U.E.") over each private Lot for the purpose of running irrigation mainline between Association Tracts. Lot Owner shall exercise caution in digging within the easement.
 - (c) Right of Entry. Declarant, the Association, and their representatives may at any reasonable time and with reasonable notice, enter upon any Lot for the purpose of determining whether or not the use of and/or improvements on such Lot are in compliance with this Declaration. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.
 - (d) Conservation Easement. The tree and slope conservation easements as shown over and across portions of Lots 59, 60 and 61 of Eagles View are for the benefit of the City of Tigard and their assigns. No vegetation including trees, may be removed in the easement area, unless approval has been obtained from the City of Tigard.
 - (e) Portland General Electric ("PGE") Easement. PGE has a 125' foot wide Easement, as recorded in Book 485 Page 323 in the deed of records of the County of Washington in the State of Oregon, over Tracts G, F and a portion of Lot 31. No structure, planting or other material shall be placed or permitted to remain within this easement area without prior written approval of PGE,
 - (f) Southern Pacific ("SP") Easement. SP has a 20' foot Easement, as recorded in Book 485 Page 266 in the deed of records of the County of Washington in the State of Oregon, over 10' feet of Tracts G and F. No digging of any type shall be conducted or structure, planting or other material shall be placed or permitted to remain within this easement area without the prior written approval of SP.
6. **UNDERGROUND SERVICE/SATELLITE SERVICE.** No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunications purposes, nor any pole, tower, or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within this subdivision. All Owners of Lots or tracts within this subdivision, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures thereon to the underground electric, cable, or telephone utility facilities provided. No antennas, aerials or satellite dishes shall be permitted on any part of a Lot or residence, except for "mini" satellite dishes, which do not exceed (2) two feet in diameter.

7. **NUISANCES.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a dwelling either temporarily or permanently. Declarant may use trailer or other temporary structures for sales and/or construction purposes.
9. **PARKING.** Parking of boats, trailer RVs and like equipment shall not be allowed on public rights-of-way or in a driveway for more than 24 hours and for the purpose of loading and unloading only. Permanent storage for the above shall be obtained off-site, unless otherwise approved by Declarant in writing, and at the Owners expense. No vehicle in disrepair, sitting on blocks, or otherwise inoperable shall be visible from the street for any aggregate period in excess of 3 days. No commercial vehicle with a gross vehicle weight of more than 8,000 pounds, trailer, travel trailer or motor coach may be parked over night on any streets within Eagles View and/or in violation of the City of Tigard ordinances.
10. **SIGNS.** No signs shall be erected on any Lot except one sign of not more than five square feet advertising the property for sale or rent, or signs, of any size, used by Declarant or other builders to advertise the property during the construction and initial sale period. Declarant may erect and maintain signs at model homes and Common Property, at Declarant's discretion pursuant to City of Tigard Sign Code.
11. **OIL AND MINING OPERATION.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.
12. **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 that they are not kept, bred, or maintained for any commercial purpose.
13. **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept on any Lot except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The Common Property shall be maintained clear of any obstructions, including, but not limited to trash containers, parked vehicles, boats, trailers, recreational vehicles and storage of materials. Lot Owners are prohibited from building and erecting any structures outside the property boundaries of their Lot as well as converting adjacent open space/common area for their individual benefit.

14. **MAINTENANCE.** The maintenance, upkeep and repair of individual residences shall be the sole responsibility of the Individual Owners thereof, and in no way shall it be the responsibility of the Association, its agents, subagents, officers or directors. Owners shall maintain their Lots and residences and any and all appearances thereto, in good order at all times. Each Owner shall be obligated to maintain yard landscaping and or any landscaping enclosed by fencing in a healthy and attractive state and in a manner comparable to that on other Lots in Eagles View. After notice to an Owner from the Association of such Owner's failure to so maintain his landscaping, the Association, at its sole discretion, shall have the right, through its agents and employees to enter upon any Lot which has been found to violate the foregoing standards in order to repair, maintain, and/or restore the landscaping to such standards. The cost of such work shall be a special assessment on such Owner and his Lot only, and the provisions of this Declaration regarding collection of assessments shall apply thereto. Prior to Turnover to the Association, Declarant shall have the same authority and rights of enforcement provided the Association in this section.
15. **SLOPE AREAS.** Declarant has developed a storm drainage system, ("Community Erosion Control Plan") 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 public 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 meet the 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 silt fencing is to control erosion only, and that storm water can be expected to travel downhill from higher elevation Lots through lower elevation Lots to its final destination in a public 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 developed by the Declarant. This includes altering the defined slope areas, attempting to change the storm water direction or performing any action that creates erosion. Once the Declarant has conveyed title to any subsequent purchaser, either to a home 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 Lot to preserve Declarant's designed drainage and grading plan, except for those improvements for which a public authority or utility company is responsible. Declarant reserves the right to modify the Community Erosion Control Plan during the construction of new homes in the subdivision.
16. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge, shrub planting which obstructs sight lines at elevations between three (3) 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 thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. 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 or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to

prevent obstruction of such sight lines. All site distance requirements must be in compliance with the City of Tigard Code.

17. EAGLES VIEW HOMEOWNERS ASSOCIATION.

- (A) **Membership.** The Owners of the Lots platted in Eagles View shall become members of Eagles View Homeowners' Association ("The Association"). The Association shall be an incorporated association of all homeowners in Eagles View, and each homeowner shall obtain membership in the association upon purchase of a Lot in the subdivision. Such membership shall transfer with title to each Lot and shall not be owned separately from each Lot. The Association shall have the powers described in ORS 94.630. The Association shall own and maintain such Common Property as shown on the plat.
- (B) **Voting.** Lots shall be allocated on vote per Lot. The Association shall have two classes of voting member membership. The Class A member shall be all owners other than the Declarant and shall be entitled to voting rights for each Lot owned computed in accordance with this section. The Class B member shall be the Declarant and shall be entitled to three (3) times the voting rights computed under this Section for each Lot owned by Declarant. Class B membership shall cease and be converted to Class A membership at Turnover.
- (C) **Operations: Rules, Regulation and Policy.** Without any other act or acknowledgment, Owners shall be governed and controlled by these Covenants, Conditions and Restrictions, Bylaws, Articles of Incorporation and Rules and Regulations of the Association and any amendments thereof.
- (D) **Organization.** The Association shall become an entity upon the recording of the plat.

- 18. COMMON PROPERTY OWNERSHIP AND MAINTENANCE.** The Association shall own and maintain Tracts B, C, D, E, F, G, H, I, and J. Tracts B, E, H, I, and J are private roadways and are subject to a 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-of-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, Declarant does not agree to build any Improvement(s). However, Declarant shall have the right but not the obligation, to add any additional Improvements not described in this Declaration. Prior to Turnover, Declarant shall have the same authority to assess homeowners as is provided in Section 19 (B) of these Covenants, Conditions and Restrictions for purposes of maintenance of the Tracts. Such assessments may be levied and enforced by lien by Declarant on an annual, quarterly or monthly basis, and Declarant may

collect a pro rata share of any annual assessment upon closing of a Lot by Declarant to any homeowner.

19. **ASSESSMENTS AND RESERVES.**

- (A) **Purpose of Assessments.** The assessments 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 replacement of those items specified in this section.
- (B) **Assessments.** Funds determined by the Association to be necessary for maintenance of Common Property on the plat and any other items properly chargeable as expenses of the Association shall be assessed on and collected from each homeowner in Eagles View in the proportionate amount of $1/123^{\text{rd}}$ per Lot of the total amount assessed. Declarant may assess homeowners of Lots or homes sold by Declarant without assessing Lots or homes owned by Declarant, but such assessments may not exceed $1/123^{\text{rd}}$ of the maintenance funds needed for the month assessed. Such assessments shall constitute liens in favor of the Association on each Lot for non-payment of the assessment. Unpaid assessments 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 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 section shall conform as nearly as possible to the proceedings 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 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 or by Declarant on behalf of the Association. No Lot or Lot Owner may escape liability for assessment by reason of nonuse 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.
- (C) **Common Property Reserve Account.** The Association shall establish and maintain a reserve account for the replacement of the Common Property and any improvements and community facilities thereon. The reserve account shall be funded by assessments against all individual lots. The amount of such monthly payment monthly to the reserve fund shall be determined on a yearly basis by the Association. Such fund shall either be deposited with a banking institution,

the accounts of which are insured by any state or by any agency of the United States of America 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 reserve fund shall be expended only for the purpose of affecting the replacement of the Common Property and any improvements and community facilities thereon, major repairs to any sidewalks, parking areas, private streets, or pathways developed as a part of the Association and equipment replacement. The Association may establish such other reserves for such other purposes as it may consider to be necessary or appropriate. The proportional interest of any Owner in any such reserves shall be considered an appurtenance of his Lot or Living Unit and shall not be separately withdrawn, assigned, or transferred, or otherwise separated from the Lot or Living Unit to which it appertains and shall be deemed to be transferred with such Lot and Living Unit. The assessment against each Lot, regardless of whether it has been improved with a substantially complete house, shall include an amount allocated to a reserve account established for the purpose of funding replacements of those elements of the Common Property that will normally require replacement in whole or part, in more that three (3) years and less than thirty (30) years. Amounts assessed with respect to reserves shall take into account the estimated remaining life of the items for which the reserve is created and the current replacement cost of such items. The assessment pursuant to this Section shall accrue from the date of the conveyance of the first Lot in the Property. The Declarant, at the Declarant's option, may defer payment of the accrued assessments for a Lot pursuant to this Section until the date the Lot is conveyed to an Owner other than the Declarant, at which time such accrued assessments shall be paid to the Association. The Declarant may require the Owner to whom such Lot is conveyed to reimburse the Declarant for such portion of the assessment. The books and records of the Association shall reflect the amount owing from the Declarant for all reserve assessments.

- (D) **Reserve Study.** The Board of Directors of the Association annually shall conduct a reserve study, or review and update an existing study, of the Common Property components to determine the reserve account requirements. The reserve study shall include the identification of all items for which reserves are required to be established; the established remaining useful life of each item as of the date of the reserve study; the estimated cost of maintenance, repair or replacement of each item at the end of its useful life; and a 30-year plan with regular and adequate contributions adjusted by estimated inflation and interest earned on reserves to meet the maintenance, repair and replacement schedule.

20. **DECLARANT CONTROL.** For so long as Declarant owns one or more Lots, the Declarant hereby reserves the administrative control, as set forth in Section 17, 18, 19 and 25, of the Association. Declarant, at its sole discretion, may relinquish its administrative control prior to the sale of the last lot. The Declarant, at its sole discretion, shall have the right to appoint and remove members of a three-member interim Board of Directors, which shall manage the affairs of the Association, and which shall be invested with all powers and rights of the Board of Director, Notwithstanding the provisions of this Section, at the Turnover meeting at least one (1) Director shall be elected by Owners other than the Declarant, even if the Declarant otherwise has voting power to elect all three (3) Directors.

- (A) **Transitional Advisory Committee.** The Declarant shall call a meeting and form a Transitional Advisory Committee to provide for the transition of the administrative control of the Association from the Declarant to the Association not later than the sixtieth (60th) day after the Declarant has conveyed (a) fifty percent (50%) or more of the Lots in Eagles View, or (b) ten (10) Lots to Owners other than a successor Declarant, which ever occurs later. The Transitional Advisory Committee shall consist of three (3) members. The members shall, by a majority vote, elect two (2) members, and the Declarant shall elect one (1) member. If the Owners do not select members for the transitional advisory Committee Declarant shall have no further obligation to form the committee. The authority of the Transitional Advisory Committee shall be limited to the reasonable access to such information and documents, as Declarant is required by law to make available. If Declarant fails to call the meeting required under this Section, any Owner may do so.
- (B) **Turnover.** Declarant shall call a meeting for the purpose of turning over administrative control of the Association from the Declarant to the Association within (90) days of the expiration of the period of Declarant Control reserved in Section 20. If the Declarant does not call the meeting required under this Section, any Owner may do so. After turnover, the Association shall have responsibility to maintain all of the common Property areas in an attractive manner consistent with the original design and landscaping.

21. **DECLARANT'S SPECIAL RIGHTS.** Declarant is undertaking the work of developing Lots and other improvements within Eagles View. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property. Until the homes on all the Lots on the Property have been constructed, fully completed and sold, with respect to the Common Property and each Lot on the Property, the Declarant shall have the special rights set forth in this Section and those reserved for the benefit of Declarant under ORS 94.550 to 94.783.

- (A) **MARKETING RIGHTS.** Declarant shall have the right to maintain a sales office and model on one or more of the Lots which the Declarant owns. The Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week. The Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the Property, including, without limitation, the Common Property.
- (B) **ARCHITECTURAL CONTROL.** Architectural control shall be by Declarant. All plans (including changes), specifications and exterior color of houses and any additional exterior improvement to a Lot must be approved by Declarant prior to start of construction. After construction of homes on all Lots in the subdivision, Declarant shall delegate the right to architectural control to the Board of Directors of the Association.
- (C) **SIGNS.** The Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the Property, including, without limitation, the Common Property.

(D) **DECLARANT EASEMENTS.** So long as Declarant owns, any Lot, and in addition to any other easements to which Declarant may be entitled, Declarant reserves an easement over, under and across the Common Property in order to carry out development, construction, sales and rental activities necessary or convenient for the development, construction, sales or rental of Lots and for such other purposes as may be necessary or convenient for discharging Declarant's rights hereunder.

22. **TERM.** These Covenants, Conditions and Restrictions shall run with the land and shall be binding on all Owners of the described property and all persons claiming under them for a period of thirty (30) years from the date these Covenant are recorded after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to rescind or change said Declaration in whole or in part.
23. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity by any property Owner, the Association, or Declarant against any person or person violating or attempting to violate any Covenant, Condition or Restriction, either to restrain violation or to recover damages.
24. **SEVERABILITY.** Invalidation of any of these Covenants, Conditions or Restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
25. **AMENDMENT.** These Covenants, Conditions and Restrictions may not be amended without vote or agreement of the Lot Owners representing seventy-five percent (75%) of the voting power of the Owners. Provided, however, that so long as Declarant owns any Lot in the Property, the Declaration shall not be amended without Declarant's written consent. Notwithstanding the provisions of this Section, until Turnover, Declarant shall have the right to amend this the Covenants, Conditions and Restrictions or Bylaws in order to comply with the requirements of any applicable statute, ordinance, regulation or guidelines of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the federal National Mortgage Corporation, any department, bureau, board, commission, or agency of the United States or the State of Oregon that insures guarantees or provides financing for the planned community or Lots in a planned community.
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 or shall be approved by Declarant in writing. If no fencing has been installed by Declarant, cedar "good neighbor" fencing or other fencing designated by Declarant shall be allowed to be installed. No chain link or cyclone fencing is allowed. Any fencing installed by a Lot Owner shall be installed in accordance with City of Tigard ordinances. All fencing shall be maintained in good condition.
27. **AIR CONDITIONING UNITS.** Any "window-model" air conditioning units shall not be visible on the front of a home. "Free-standing" compressors shall not be located in the front yard.

28. **ANNEXATION OF ADDITIONAL PROPERTY.** Declarant may from time to time and in its sole discretion annex to the Property subject to this Declaration any real property now or hereafter acquired by it. The annexation of such real property shall be accomplished by Declarant recording a declaration which describes the real property to be annexed, establish land classification for the real property, establish any additional limitations, uses, restrictions, covenants and conditions which are intended to be applicable to such property, and declare that such property is held and shall be held, conveyed, encumbered, used, occupied and improved subject to this Declaration. There is no limitation on the number of Lots, which Declarant may create or annex to Eagles View. There is no limitation on the right of Declarant to annex Common Property. Upon annexation, additional Lots so annexed shall be entitled to voting rights and shall be subject to the common expenses and Assessments as hereinafter set forth.

DECLARANT:

Venture Properties, Inc.

By: Christy Wiegel
Christy Wiegel, President

Dated November 7, 2000

STATE OF OREGON, County of Washington) ss.

Personally appeared Christy Wiegel who, being duly sworn, did say that she is the President of Venture Properties, Inc. and that said instrument was signed on behalf of said corporation by authority or its board of directors, and acknowledge said instrument to be its voluntary act and deed.



[Signature]
Notary Public for Oregon

My Commission Expires: 4-16-2002