

Business Registry Business Name Search

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Business Entity Data

06-02-2014
16:35

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
546562-86	DNP	ACT	OREGON	11-21-1996	11-21-2014	
Entity Name	RIDGEVIEW HOMEOWNERS' ASSOCIATION, INC.					
Foreign Name						
Non Profit Type	MUTUAL BENEFIT WITH MEMBERS					

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Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS		
Addr 1	C/O STERLING COMMUNITY MANAGEMENT INC			
Addr 2	PO BOX 25469			
CSZ	PORTLAND	OR	97298	Country UNITED STATES OF AMERICA

Please click [here](#) for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT	Start Date	08-20-2002	Resign Date	
Of Record	185755-89	STERLING COMMUNITY MANAGEMENT, INC.				
Addr 1	1750 SW SKYLINE BLVD #229					
Addr 2						
CSZ	PORTLAND	OR	97221		Country	UNITED STATES OF AMERICA

Type	MAL	MAILING ADDRESS		
Addr 1	C/O STERLING COMMUNITY MANAGEMENT INC			
Addr 2	PO BOX 25469			
CSZ	PORTLAND	OR	97298	Country UNITED STATES OF AMERICA

Type	PRE	PRESIDENT		Resign Date	
Name	IRU		ROBERTSON		
Addr 1	C/O STERLING COMMUNITY MANAGEMENT INC				
Addr 2	PO BOX 25469				
CSZ	PORTLAND	OR	97298	Country	UNITED STATES OF AMERICA

Type	SEC	SECRETARY		Resign Date	
Name	WALT		STEEVES		

Addr 1	1841 NW CEDAR RIDGE DR					
Addr 2						
CSZ	PORTLAND	OR	97229		Country	UNITED STATES OF AMERICA

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Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
RIDGEVIEW HOMEOWNERS' ASSOCIATION, INC.	EN	CUR	11-21-1996	

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Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	AMENDED ANNUAL REPORT	11-13-2013		FI		
	AMENDED ANNUAL REPORT	11-28-2012		FI		
	NOTICE LATE ANNUAL	11-23-2012		SYS		
	AMENDED ANNUAL REPORT	10-28-2011		FI		
	AMENDED ANNUAL REPORT	10-26-2010		FI		
	AMENDED ANNUAL REPORT	11-10-2009		FI		
	ANNUAL REPORT	11-04-2008		FI		
	AMENDED ANNUAL REPORT	11-09-2007		FI		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	11-01-2007		FI		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	11-02-2006		FI		
	ANNUAL REPORT	10-26-2006		FI		
	ANNUAL REPORT	10-25-2005		FI		
	CHANGE OF REGISTERED AGENT/ADDRESS	11-03-2004		FI		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	10-25-2004		FI		
	ANNUAL REPORT	10-25-2004		FI		
	AMNDMT TO					

	ANNUAL RPT/INFO STATEMENT	10-22-2003		FI		
	ANNUAL REPORT PAYMENT	10-22-2003		SYS		
	ANNUAL REPORT PAYMENT	10-17-2002		SYS		
	CHANGE OF REGISTERED AGENT/ADDRESS	08-20-2002		FI	Agent	
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	08-20-2002		FI		
	REINSTATEMENT STRAIGHT	08-20-2002		FI		
	INVOL DISSOLUTION	01-14-1999		SYS		
	NOTICE	11-30-1998		SYS		
	STRAIGHT RENEWAL	10-16-1997		FI		
	CHANGED RENEWAL	10-16-1997		FI		
	NEW FILING	11-21-1996		FI		

RIDGEVIEW NO. 3

LOTS 59 THROUGH 84
SW1/4 SECTION 25, T.1N., R.1W., W.M.

CITY OF PORTLAND

MULTNOMAH COUNTY, OREGON

SURVEYED DECEMBER 1, 1990
SHEET 3 OF 3

otak

NOT A SURVEYOR
LAST CERT. OREGON 1988
(EXPIRES 1991 DEC 31-1990)

BOOK 1245 PAGE 40

APPROVALS

APPROVED THIS 15th DAY OF December 1991
CITY OF PORTLAND BUREAU OF PLANNING

BY Frank P. Buckley
DIRECTOR

APPROVED THIS 15th DAY OF Dec 1991
CITY OF PORTLAND TREASURER'S OFFICE

BY W. C. W. Smith
DIRECTOR

APPROVED THIS 14th DAY OF December 1991
CITY OF PORTLAND ENGINEER

BY Blaine R. Platter
DIRECTOR

APPROVED THIS 24th DAY OF December 1992
COUNTY OF MULTNOMAH

BY Robert A. Hines
DIRECTOR

APPROVED THIS 20th DAY OF December 1992
BOARD OF COUNTY COMMISSIONERS, MULTNOMAH COUNTY, OREGON

BY Barry St. John
DIRECTOR

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY O.R.S. §2.015
HAVE BEEN PAID AS OF December 21, 1991

DIRECTOR OF ASSESSMENT AND TAXATION, MULTNOMAH COUNTY

BY d. Garvin
DIRECTOR

STATE OF OREGON }
COUNTY OF MULTNOMAH } S.S.

I, ROSEMARY GERRY, THE ATTORNEY AT LAW, HAS RECEIVED FOR
RECORD IN THE OFFICE OF THE CLERK OF THE COUNTY OF MULTNOMAH,
OREGON, A CERTIFICATE OF SURVEY, DATED DECEMBER 1, 1990, BY
OTAK, INC., OF PORTLAND, OREGON.

MULTNOMAH COUNTY RECORDS OFFICE
BY Walter A. Moore
DEPUTY

DOCUMENT NO. 99271247

NOTED
JANUARY 9, 1992
GARY E. HALL
CLERK

NOTED
JANUARY 17, 1992
THE CLERK OF THE COUNTY OF MULTNOMAH,
OREGON, HAS RECEIVED FOR
RECORD IN THE OFFICE OF THE CLERK OF THE COUNTY OF MULTNOMAH,
OREGON, A CERTIFICATE OF SURVEY, DATED DECEMBER 1, 1990, BY
OTAK, INC., OF PORTLAND, OREGON.

AFTER RECORDING RETURN TO:

Ball Janik LLP
101 SW Main Street, Suite 1100
Portland, Oregon 97204
Attn: Gary D. Cole

Recorded in the County of Multnomah, Oregon
C. Suick, Deputy Clerk



188.00

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DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
AND MAINTENANCE AGREEMENT
FOR RIDGEVIEW

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DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
AND MAINTENANCE AGREEMENT FOR RIDGEVIEW

THIS DECLARATION is made this 8th day of November, 1996, by
WESTWIL DEVELOPMENT CO., L.L.C., an Oregon limited liability company
("Declarant").

OBJECTIVES

Declarant proposes to develop certain portions of real property owned by
Declarant as a planned development to be known as "Ridgeview."

Declarant hopes to create in Ridgeview a carefully planned community which
will provide a unique and attractive place to live.

The residential areas within Ridgeview will all be designated for single-family
dwelling use only.

Declarant will provide leadership in organizing and administering the
Ridgeview project during the development period, but expects property owners in Ridgeview
to accept the responsibility for community administration by the time the development is
substantially complete.

Funds for the maintenance and development of Common Areas and certain
other areas generally will be provided through assessments against those who purchase
property within Ridgeview, although to assist with the development of Ridgeview, Declarant
may (but, unless otherwise expressly provided in this Declaration, or in any plat of property in
Ridgeview or in any declaration annexing property to Ridgeview, is not obligated to) from
time to time itself provide some Improvements. For the protection of all owners of property
in Ridgeview, there will be a system designed to assure that each person who purchases
property in Ridgeview will pay an equitable share of the monies necessary for the maintenance
and development of Common Areas and certain other areas.

By adoption of these covenants, conditions and restrictions, Declarant is not
committing itself to take any action for which definite provision is not made in this
Declaration. One who acquires property in Ridgeview will have the advantage of any further
development of Ridgeview, but shall not have any legal right to insist that there be
development except as provided in this Declaration or in the instruments which hereafter may
be recorded annexing areas to Ridgeview and subjecting areas to these covenants, conditions
and restrictions.

Declarant has recorded the plat of "Ridgeview" in the plat records of
Multnomah County, Oregon. The plat of Ridgeview contains 31 Lots. Declarant desires to

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subject the property described in such plat to the easements, covenants, conditions, restrictions and charges set forth herein for the benefit of such property and its present and subsequent owners, and to establish such property as the development to be known as "Ridgeview." Additional areas may be annexed to Ridgeview in accordance with the provisions set forth in this Declaration. Subject to the satisfaction of certain conditions, the City of Portland has granted preliminary approval of approximately 111 lots for Ridgeview. Declarant may cause such number of lots to be created in Ridgeview by way of annexation in accordance with this Declaration, but is not obligated to do so.

NOW, THEREFORE, Declarant hereby declares that the property described in the plat of "Ridgeview" shall be held, sold and conveyed subject to the following easements, covenants, conditions, restrictions and charges, which shall run with such property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

As used in this Declaration, the terms set forth below shall have the following meanings:

1.1 "Association" means the nonprofit corporation to be formed to serve as the owners' association as provided in Article VIII hereof, and its successors and assigns.

1.2 "Architectural Review Committee" means the committee appointed pursuant to Article VII hereof.

1.3 "Capital Improvement Assessment" shall have the meaning given in Section 10.3.

1.4 "City" means the City of Portland.

1.5 "Common Areas" means Tracts A through K, inclusive, shown on the Plat, subject to Sections 3.3 and 4.4(f), alleys shown on the Plat, any other tracts designated as common or open space or as a private street or any alley in any declaration annexing property to Ridgeview, and the five-foot wide paved trail abutting NW Skyline Boulevard, and includes any trails, sidewalks, walkways, pavement, landscaping, lighting, irrigation, and entrance monuments within or on any of the foregoing areas, and shall also include Limited Common Areas and any Lots converted to Common Areas as provided in Section 3.2 below.

1.6 "Common Open Space" shall have the meaning described in Section 4.4(h).

1.7 "County" means Multnomah County, Oregon.

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1.8 "Declarant" means Westwil Development Co., L.L.C., an Oregon limited liability company, and its successors and assigns if such successor or assignee should acquire (i) Declarant's interest in the Property or (ii) all of Declarant's rights under this Declaration pursuant to a recorded instrument executed by Declarant.

1.9 "Environmental Zones" means zones shown as "c" and "p" on the City of Portland Zoning Atlas, as amended from time to time.

1.10 "Improvement" means every structure or improvement of any kind, including but not limited to landscaping and any fence, wall, driveway, swimming pool, tennis court, light fixture, approved antenna, entry gate, storage shelter or other product of construction efforts (including painting, alterations, and reconstruction thereof) on or with respect to the Property.

1.11 "Limited Common Areas" means those tracts so designated on the plat of Ridgeview, as well as the pavement, landscaping, lighting, irrigation and entrance monuments pertaining to the private streets located on such tracts, and any additional tracts designated as Limited Common Areas in a declaration of annexation.

1.12 "Living Unit" means a building located upon a Lot within the Property and designated for separate residential occupancy, whether or not occupied.

1.13 "Lot" means a platted or partitioned lot or tract within the Property designated for residential use and occupancy, and any platted or partitioned lot designated for residential use and occupancy included within the property referenced in any declaration annexing such property to Ridgeview, and shall not include any Common Areas.

1.14 "Maintenance and Operations Fund" shall have the meaning given in Section 10.7.

1.15 "Mortgage" means a mortgage or a trust deed; "mortgagee" means a mortgagee or a beneficiary of a trust deed; and "mortgagor" means a mortgagor or a grantor of a trust deed.

1.16 "Owner" means the person or persons, including Declarant, owning any Lot in the Property (including the holder of a vendee's interest under a land sale contract), but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot (including the holder of a vendor's interest under a land sale contract). The rights, obligations and other entitlements granted to or imposed upon an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.17 "Plat" means the plat of Ridgeview recorded in the Official Records of Multnomah County, Oregon concurrently herewith together with any additional plats of

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Ridgeview recorded in the Official Records of Multnomah County, Oregon concurrently with declarations of annexation pertaining to Ridgeview.

1.18 "Private Water and Sewer System" means private storm sewer lines, sanitary sewer lines, domestic water service lines, storm water detention facilities, storm water management facilities and all appurtenances and improvements related to such lines and facilities.

1.19 "The Property" means Ridgeview.

1.20 "Sold" means that legal title has been conveyed or that a contract of sale has been executed and recorded under which the purchaser has obtained the right to possession.

1.21 "Storm Water Management Facility" means that area or those areas identified on the Plat as a storm water management facility (or facilities), including, without limitation, a water quality treatment area(s) and a water quantity attenuation area(s).

1.22 "Tracts" means those areas of real property designated as tracts on the Plat, including, without limitation, tracts identified as private streets, alleys, and open space, so long as such tracts are not dedicated to the public or are not conveyed to a person or entity other than Declarant or the Association.

1.23 "This Declaration" means all of the easements, covenants, conditions, restrictions and charges set forth herein, together with any rules or regulations promulgated hereunder, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

1.24 Other Definitions. Capitalized terms which are not defined in Section 1 but are defined elsewhere in this Declaration shall have the respective meanings given them in such provisions of this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Property Subject to Declaration. Declarant hereby declares that all of the real property described below is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration:

All that certain real property located in the City of Portland,
Multnomah County, Oregon, in that certain plat entitled
"Ridgeview," filed concurrently with this Declaration in the plat
records of Multnomah County, Oregon.

2.2 Annexation of Additional Property. Declarant may from time to time and in its sole discretion annex to Ridgeview any adjacent real property now owned or hereafter acquired

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by it, and may also from time to time and in its sole discretion permit other holders of adjacent real property to annex the adjacent real property owned by them to Ridgeview. The annexation of such adjacent real property shall be accomplished as follows:

(a) Declaration of Annexation. The owner or owners of such real property shall record a declaration which shall be executed by or bear the approval of Declarant and shall, among other things, describe the real property to be annexed, 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, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

(b) Provisions of Declaration of Annexation. Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed property may, subject to any applicable City or County ordinances, agreements, or land use approvals, and the provisions of Section 4.4(h):

(i) establish such new land classifications and such limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of the annexed property.

(ii) with respect to existing land classifications, establish additional or different limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of such annexed property.

(c) Effect of Annexation. The property included in any such annexation shall thereby become a part of Ridgeview and subject to this Declaration, and Declarant and the Association shall have and shall accept and exercise administration pursuant to this Declaration with respect to such property.

(d) Limitation on Annexation. There is no limitation on the number of Lots or Living Units which Declarant may create or annex to Ridgeview, except as may be established by applicable ordinances, agreements, or land use approvals of the City or County. Similarly, there is no limitation on the right of Declarant to annex common property, except as may be established by the City or County.

(e) Voting Rights. Upon annexation, additional Lots so annexed shall be entitled to voting rights as set forth in Section 8.3.

(f) Adjustment of Association Expenses. The formula to be used for reallocating the common expenses if additional Lots are annexed, and the manner of reapportioning the common expenses if additional Lots are annexed during a fiscal year, are set forth in Section 10.9.

2.3 Withdrawal of Property. Subject to any applicable City or County ordinances, agreements, or land use approvals, Declarant may withdraw property from Ridgeview only by a duly-adopted amendment to this Declaration, except that Declarant may withdraw all or a

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portion of any property annexed pursuant to a declaration described in Section 2.2 at any time prior to the sale of the first Lot in the property annexed by the supplemental declaration. Such withdrawal shall be effected by a declaration executed by Declarant and recorded in the deed records of the county in which the property being withdrawn is located. If a portion of the Property is so withdrawn, all voting rights otherwise allocated to Lots being withdrawn shall be eliminated, and the common expenses shall be reallocated as provided in Section 10.9.

ARTICLE III

LAND CLASSIFICATIONS

3.1 Classifications. All land within Ridgeview is included in one of the following classifications: (a) Lots, (b) Common Areas (including Limited Common Areas), and (c) property dedicated to public use.

3.2 Conversion of Lots to Common Areas. Subject to any approvals required by City or County ordinances or agreements, or land use approvals, Declarant may elect to build common facilities on one or more Lots and designate such Lots as Common Areas by a declaration recorded in the deed records of the county in which such Lots are located. Such declaration shall be executed by Declarant, as owner of the Lots, and bear a certificate of the president or secretary of the Association reciting that the holders of a majority of the voting rights in the Association have approved such conversion to Common Areas.

3.3 Conversion of Common Areas to Lots. Subject to any approvals required by City or County ordinances or agreements, or land use approvals, Declarant may from time to time elect, in its discretion, to convert portions of Tract I shown on the Plat to one or more Lots or other Common Areas by a declaration recorded in the deed records of Multnomah County, Oregon. Any such declaration shall, among other things, describe the portion of Tract I to be converted to Lots or other Common Areas and may establish such new land classifications and such limitations, uses, restrictions, covenants, and conditions as Declarant may deem to be appropriate for the development of the converted property. The Lots so created shall be entitled to voting rights as set forth in Section 8.3. Upon any conversion of Common Areas pursuant to this Section 3.3, common expenses of the Association shall be reallocated as provided in Section 10.9 as if such newly-created Lots had been annexed to Ridgeview.

3.4 Consolidation of Lots. The Owner of two adjoining Lots, with the approval of the Architectural Review Committee and the City (if required under any applicable City ordinance, agreement, or land use approval), may elect to consolidate such Lots into one Lot. Subject to any applicable City or County ordinances, agreements, or land use approvals, the Architectural Review Committee may impose reasonable conditions to or restrictions on the granting of its approval of a lot consolidation, including, but not limited to, maintenance or landscaping requirements and limitations on use. The consolidation shall be effected upon the recording in the deed records of the county in which the Lots are located of a declaration of the Owner stating that the two Lots are consolidated, which declaration shall include a written consent executed on behalf of the Architectural Review Committee by at least one member

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thereof and a description of any restrictions and conditions imposed as a condition of such consent. Thereafter, except if otherwise provided by the Architectural Review Committee as a condition of such consent, the consolidated Lots shall constitute one Lot for all purposes of this Declaration, including voting rights and assessments.

ARTICLE IV

PROPERTY RIGHTS IN COMMON AREAS

4.1 Owners' Easements of Enjoyment. Subject to the provisions of this Declaration, every Owner and his invitees shall have a right and easement of enjoyment in and to the Common Areas, which easement shall be appurtenant to and shall pass with the title to every Lot.

4.2 Limited Common Areas. Use of the Limited Common Areas shall be reserved for the Owners of Lots to which such Limited Common Areas provide access and those Owners' respective family members, tenants, contract purchasers, invitees, and contractors. Other Owners and their respective family members, tenants, contract purchasers, invitees, and contractors shall have the right to use the Limited Common Areas to the extent necessary to obtain access to their respective Lots.

4.3 Title to Tracts. Subject to Section 4.4(c), fee title to Tracts A through I, inclusive, and Tract K shown on the Plat shall be conveyed to the Association by Declarant prior to the date on which Class B membership in the Association ceases and is converted to Class A membership as described in Section 8.3(b). Subject to Section 4.4(c), fee title to Tract J shown on the Plat (exclusive of any portion of Tract J that has been converted to Lots or other Common Areas pursuant to Section 3.3) shall be conveyed to the Association after 110 Lots within Ridgeview have been conveyed to third parties. Declarant reserves the right to convey all or any part of the Tracts to the Association at any time. All such conveyances shall be free and clear of monetary liens or financial encumbrances.

4.4 Extent of Owners' Rights. The rights and easements of enjoyment in the Common Areas created hereby shall be subject to the following and all other provisions of this Declaration:

(a) Association's and Owners' Easements. Subject to the provisions of Section 4.4(h), Declarant grants to the Association for the benefit of the Association and all Owners of Lots within the Property the following easements over, under and upon the Common Areas, including the Limited Common Areas:

(i) An easement for installation and maintenance of power, gas, electric, water and other utility and communication lines and services installed by Declarant or with the approval of the Board of Directors of the Association and any such easement shown on any plat of the Property.

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(ii) An easement for construction, maintenance, repair and use of Common Areas and any common facilities thereon.

(iii) An easement for the purpose of making repairs to any existing structures on Common Areas.

(b) Declarant's Easements. So long as Declarant owns any Lot, and in addition to any other easements to which Declarant may be entitled, but subject to the provisions of Section 4.4(h), Declarant reserves an easement over, under and across the Common Areas in order to carry out development, construction, sales and rental activities necessary or convenient for the development of the Property or the sale or rental of Lots and for such other purposes as may be necessary or convenient for discharging Declarant's obligations or for exercising any of Declarant's rights hereunder.

(c) Utility and Other Municipal Easements. Declarant or the Association shall grant or assign easements to municipalities or other utilities performing utility services and to communication companies, and the Association shall grant free access thereon to police, fire and other public officials and to employees of utility companies and communications companies serving the Property. This provision shall not be subject to amendment and shall remain in perpetuity.

(d) Storm Water Management Facility Easements. Declarant or the Association shall grant to the City easements for pedestrian and vehicular ingress to and egress from Storm Water Management Facilities for the purpose of permitting the City to perform maintenance, repair, and replacement on such facilities. Such easements shall be in a form approved by Declarant. Nothing herein shall limit or restrict the creation of tracts to contain Storm Water Management Facilities nor the dedication of such tracts to the City or County.

(e) Use of the Common Areas. Except as otherwise provided in this Declaration, the Common Areas (excluding the Limited Common Areas) shall be reserved for the use and enjoyment of all Owners and no private use may be made of the Common Areas. Subject to the provisions of Section 4.4(h), nothing herein shall prevent the placing of a sign or signs upon the Common Areas identifying the subdivision, trails or items of interest, provided such signs are approved by the Architectural Review Committee and comply with any applicable City or County ordinances. Trails over and across the Common Areas for pedestrian ingress and egress shall be subject to an easement in favor of the public. Subject to the foregoing sentence, the Board of Directors of the Association shall have authority to abate any trespass or encroachment upon the Common Areas at any time, by any reasonable means and with or without having to bring legal proceedings.

(f) Alienation of the Common Areas. The Association shall not by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas owned directly or indirectly by the Association for the benefit of the Lots unless the holders of at least 80 percent of the Class A voting rights (as described in Section 8.3(b)) and the Class B member (as described in Section 8.3(b)), if any, and the City (if required under any applicable

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City ordinance, agreement, or land use approval) have given their prior written approval, and, with respect to any such transaction relating to any of the Limited Common Areas, unless the Owners of all Lots to which such Limited Common Area provides access have given their prior written approval. This provision shall not apply to a grant of the easements described in Section 4.4(a) above. Notwithstanding the foregoing, Declarant shall have the right to dedicate or convey, or (following conveyance of the Tracts to the Association pursuant to Section 4.3) to cause the Association to dedicate or convey prior to the turnover meeting described in Section 8.6, the Common Open Space to a park district or other public body for open space or recreational use, if such dedication or conveyance is approved by the City (or other applicable public body). A sale, transfer or encumbrance of the Common Areas or any portion of the Common Areas in accordance with this Section 4.4(f) may provide that the Common Areas so conveyed (i) shall be released from any restriction imposed on such Common Areas by this Declaration, including those imposed pursuant to Section 4.4(h) (provided the City gives its prior written consent thereto), and (ii) shall not thereafter form part of the Common Areas for purposes of this Declaration. No such sale, transfer or encumbrance may, however, deprive any Lot of such Lot's right of access or support without the written consent of the Owner of such Lot.

(g) Limitations on Use. Use of the Common Areas by the Owners shall be subject to the provisions of this Declaration, including, without limitation, Section 4.4(h), and to the following:

(i) The right of the Association to suspend the use rights of an Owner to the extent provided in Article XI below.

(ii) The right of the Association to adopt, amend and repeal rules and regulations in accordance with this Declaration and the Bylaws of the Association.

(h) Common Open Space Restrictions. The area designated on the plat of Ridgeview as Tract J (the "Common Open Space") shall be preserved as a natural area. No Improvements are permitted within the Common Open Space other than pedestrian trail facilities, utilities (including, without limitation, sanitary and storm sewers, but excluding Storm Water Management Facilities), signage, resource enhancement activities, landscaping, and associated minor improvements. The restrictions contained in this Section 4.4(h) shall not apply to any portion of the Common Open Space that is converted to Lots or other Common Areas pursuant to Section 3.3.

(i) Private Entry Sign Easements. The private entry sign easements shown on the Plat shall entitle Declarant and/or the Association to erect, install, maintain, repair, and replace monumentation and related landscaping, lighting and other improvements thereon. The Association shall be responsible for the maintenance, repair, and replacement of such improvements.

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4.5 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment of the Common Areas to the members of his family and to his tenants or contract purchasers, in each case, who reside on the Lot.

4.6 City Utility Easements. No permanent or temporary surface or underground structures, private or public utility lines, or Improvements shall be constructed or located in easements over any portion of the Property granted to the City or to the public for construction, operation, maintenance or repair of service facilities without the written consent of the City Engineer and, where appropriate, the Chief Engineer of the City Bureau of Water Works. All landscaping on any such easement shall be maintained by the Association, if located in a Common Area, or by the Owner of the Lot in question, if located on a Lot. Landscaping in such easements shall be limited to low vegetation without extensive root systems. An Owner shall be responsible for repair or restoration of landscaping damaged or disturbed in the course of construction, operation, maintenance, or repair of such service facilities if the City fails timely to perform such repair or restoration.

4.7 Encroachments. If an encroachment results from construction, reconstruction, repair, shifting, settlement or movement of any portion of the Property, an easement for the encroachment shall exist to the extent that any Lot or Common Area encroaches on any other Lot or Common Area. An easement shall continue for the purpose of maintaining the encroachment so long as the encroachment exists. Nothing in this Section 4.7 shall relieve an Owner of liability in case of an Owner's willful misconduct or shall relieve Declarant or any other person of liability for failure to adhere to any plat of a portion of the Property.

ARTICLE V

PROPERTY RIGHTS IN LOTS

5.1 Use and Occupancy. Except as otherwise expressly provided in this Declaration, in the plat in which a Lot was platted or partitioned, or in any declaration annexing such Lot to Ridgeview, the Owner of a Lot in the Property shall be entitled to the exclusive use and benefit of such Lot.

5.2 Easements Reserved. In addition to any utility and drainage easements shown on the recorded plat, Declarant hereby reserves the following easements for the benefit of Declarant and the Association:

(a) Adjacent Common Area. The Owner of any Lot which blends together visually with any Common Area shall permit the Association to enter upon the Lot to perform the maintenance of such Common Area.

(b) Right of Entry. Declarant, the Architectural Review Committee and any representative of the Association authorized by it may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of determining whether or not the use of and/or Improvements on such Lot are then in compliance with this Declaration. No

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such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.

(c) Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the plat, including, without limitation, easements for the purpose of installation, maintenance, repair, and replacement of the Private Water and Sewer System. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The 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 the Association, a public authority, or a utility company is responsible.

5.3 Alleys. An easement for pedestrian and vehicular ingress and egress is reserved in favor of the Owners over and across alleys depicted on the Plat, including, without limitation, those portions of alleys that run across any of the Lots. No Owner may plant vegetation on or place a barrier across an alley or perform or neglect to perform any act which results in the obstruction of pedestrian and vehicular ingress and egress over and across an alley depicted on the Plat.

ARTICLE VI

RESTRICTIONS ON USE OF LOTS

6.1 Structures Permitted. Except to the extent expressly provided or contemplated in this Declaration, no Improvements shall be erected or permitted to remain on any Lot except Improvements containing Living Units and Improvements normally accessory thereto, and only one Living Unit (plus an accessory unit for the residential use of an Owner's family members or domestic employees or contractors) shall be permitted on any Lot. The foregoing provision shall not exclude construction of a private greenhouse, storage unit, private swimming pool, barn, structure for the storage of a boat and/or camping trailer for personal use, or other outbuilding, provided the location of such structure is in conformity with the other provisions of this Declaration and applicable City and County regulations, agreements, or land use approvals, is compatible in design and decoration with the dwelling structure constructed on such Lot, does not obstruct or infringe on the view from or privacy or solar access of any Living Unit located on another Lot, and has been approved by the Architectural Review Committee.

6.2 Residential Use. Lots shall be used only for residential purposes. Except with the consent of the Board of Directors of the Association, and as allowed by applicable City and County ordinances, agreements, or land use approvals, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to

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prohibit (a) activities relating to the rental or sale of Living Units, (b) the right of Declarant or any contractor or homebuilder to construct Living Units on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any Living Unit as a sales or rental office or model home for purposes of sales or rental in Ridgeview, and (c) the right of an Owner to maintain his professional personal library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, clients or customers, in his Living Unit. The Board of Directors shall not approve commercial activities otherwise prohibited by this paragraph unless the Board of Directors determines that only normal residential activities would be observable outside of the Living Unit and that the activities would not be in violation of applicable City and County ordinances.

6.3 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the enjoyment of other Lots or the Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot nor any part thereof, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. Without limiting the generality of the foregoing, no heat pump or other heating, ventilating, or air conditioning equipment, the operation of which produces noise at a level higher than 80 decibels, shall be allowed on or in any Lot or Living Unit.

6.4 Maintenance of Structures and Grounds. Each Owner shall maintain such Owner's Lot and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, driveways, sidewalks, walks and other exterior improvements and glass surfaces. Damage caused by fire, flood, storm, earthquake, landslides, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time.

6.5 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept or permitted within any Lot without the prior written approval of the Association other than (i) wildlife and (ii) a reasonable number of household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such animals shall be the responsibility of the respective owners thereof. Owners shall comply strictly with all "leash laws" and similar laws and ordinances. An Owner or resident may be required to remove an animal upon receipt of the third notice in writing from the Association Board of Directors of violations of any rule, regulation or restriction governing animals within the Property.

6.6 Parking. Parking of boats, trailers, motorcycles, trucks, truck campers, recreational vehicles, or similar vehicles or equipment shall be permitted only upon a Lot and only within the confines of an enclosed garage or screened area located thereon, which shall fully screen from view any such vehicle or equipment and the plans of which comply with

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applicable City and County ordinances, agreements, or land use approvals, and have been reviewed and approved by the Architectural Review Committee prior to construction.

6.7 Vehicles in Disrepair. No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or on the Common Areas or Limited Common Areas for a period in excess of 48 hours. A vehicle shall be deemed in an "extreme state of disrepair" when the Board of Directors reasonably determines that its presence offends the occupants of the neighborhood. Should any Owner fail to remove such vehicle within five days following the date on which notice is mailed to such Owner by the Association, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner.

6.8 Signs. No signs shall be erected or maintained on any Lot except signs which are approved as to appearance and location by the Architectural Review Committee. The restrictions contained in this paragraph shall not apply to:

(a) Political Signs. The temporary placement of "political" signs on any Lot by the Owner thereof;

(b) Declarant's Sales Office and Model Home Signs. The placement by Declarant or Declarant's agent of one or more signs identifying the name of Declarant and/or the location of a sales office or model home;

(c) Security System Signs. Security system signs not exceeding one square foot in size and mounted on a wall, fence, or structure; or

(d) For Sale Signs. One "for sale" sign, not exceeding six square feet in area, placed on a Lot on behalf of its Owner.

6.9 Rubbish and Trash. No Lot or part of the Common Areas shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other debris and waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. If any default under this Section 6.9 exists for a period longer than ten days after written notice of such default is mailed to the responsible Owner by the Association, the Association shall have, in addition to any other rights under this Declaration, or at law or in equity, the remedies specified in Section 11.2(a), (b) and (c).

6.10 Construction of Improvements. The construction of an Owner's Living Unit or any other building, including painting and all exterior finish, shall be completed within eight months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, these periods may be extended for a reasonable length of time upon written approval from the Architectural Review Committee. The building area shall be kept reasonably clean and in workmanlike order during the construction period.

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6.11 Landscaping. All landscaping must be completed within two months from the date of occupancy of the Living Unit constructed thereon. In the event of undue hardship due to weather conditions, this period may be extended for a reasonable length of time upon written approval of the Architectural Review Committee. Each Lot shall at all times be kept free of an unreasonable quantity or height of weeds, grass, or other noxious vegetation. If any default under this Section 6.11 exists for a period longer than ten days after written notice of such default is mailed to the responsible Owner by the Association, the Association shall have, in addition to any other rights under this Declaration, or at law or in equity, the remedies specified in Sections 11.2(a), (b), and (c).

6.12 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 residence, either temporarily or permanently.

6.13 Service Yards. Service yards (garbage, fuel tanks, clotheslines, etc.) shall be completely screened such that the elements screened are not visible at any time from the street or any adjoining property.

6.14 Antennas and Satellite Disks. Exterior antennas shall not be permitted to be placed upon any Lot except as approved by the Architectural Review Committee. Exterior satellite receiver and transmission disks are prohibited.

6.15 Setback, Maximum Height and Minimum Yard Requirements. Each Lot shall be subject to (a) the setback, maximum height and minimum yard requirements shown on the plat or which are established by the City or other governmental entity with jurisdiction over each such Lot, and (b) any land use review procedure established by the City or other governmental entity with jurisdiction over such Lot for review and approval of variance from such requirements. In addition, all Lots are subject to any more restrictive setback, maximum height or minimum yard requirements as are established from time to time by the Architectural Review Committee. No Improvement shall be constructed or maintained in violation of any setback, maximum height or minimum yard requirement, except with the written consent of the Architectural Review Committee and any applicable City and County approval.

6.16 Fire Prevention. In addition to Section 6.15, for Lots backing up to drainages and any Environmental Zones, fire prevention precautions will be necessary according to the following provisions:

(a) A hose cabinet or an irrigation line designed to maintain moist soil conditions in a zone averaging 60 feet from the rear of the Environmental Zone (or 30 feet from the rear of the housing unit, whichever is greatest) will be installed by the Declarant. The system will meet with the City Fire Bureau specifications and will operate as directed in writing by the City Fire Bureau and the City Water Bureau, and a copy of the operating requirements and time frames of such system shall be filed with the City Bureau of Planning for inclusion in the case file.

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(b) The minimum distance between a house and a fuel break is 35 feet. For purposes of this Section 6.16, a "fuel break" is an area, strategically located for fighting anticipated fires, where the native vegetation has been permanently modified or replaced so that fires burning into it can be more easily controlled; fuel breaks divide fire-prone areas into smaller areas for easier fire control and to provide access for fire fighting. A fire break is 15 feet in width and must occur inside the rear lot line of affected Lots. All ladder fuels between 3 and 8 feet from the ground must be removed for a distance of 100 feet from the house, garage, or permitted storage shed, unless the City Fire Bureau agrees otherwise. For purposes of this Section 6.16, "ladder fuels" are those fuels positioned between surface fuels (i.e., dry grasses or low bushes) and the forest canopy, capable of carrying fire from the surface to the forest canopy (typically 18 feet). Plans for clearing or thinning of vegetation to achieve these parameters must be approved by the City prior to issuance of building permits, unless otherwise approved by the City with grading plans.

(c) All roofing used shall be of non-combustible material. Permissible non-combustible roofing materials include treated shake roofing or tile or metal roofing.

(d) Fire breaks are required as indicated on the attached Exhibit A. Fire breaks between Lots will be in separate tracts, with a width of at least 15 feet, to allow for emergency fire access by the City Fire Bureau. Each fire break shall have a fire hydrant located in the right-of-way at the head of the fire break. Fire breaks will be cleared and replanted with low-growing native grasses and/or ground covers. Only wood fencing is allowed in the fire break tracts. Fire break tracts may also be used as trailheads.

ARTICLE VII

ARCHITECTURAL REVIEW COMMITTEE

7.1 Architectural Review. No Improvement shall be commenced, erected, placed, altered or maintained on any Lot until the design plans and specifications (including, without limitation, site plans, building plans (including elevations), grading plans, landscape plans, lighting plans, and color and/or material samples) showing the nature, shape, heights, materials, colors and proposed location of the Improvement have been submitted to and approved in writing by the Architectural Review Committee. Improvements shall be consistent with the Design Guidelines established by the Architectural Review Committee, as amended from time to time. It is the intent and purpose of this Declaration to achieve a high standard of quality of workmanship and materials and to assure harmony of external design with existing Improvements and location with respect to topography and finished grade elevations.

7.2 Procedure. In all cases which require Architectural Review Committee approval or consent pursuant to this Declaration, the provisions of this Article VII shall apply. The procedure and specific requirements for Architectural Review Committee approval or consent may be set forth in Design Guidelines adopted from time to time by the Architectural

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Review Committee. The Architectural Review Committee may charge a reasonable fee to cover the cost of processing an application for its approval.

7.3 Committee Decision. The Architectural Review Committee shall render its decision on an application for approval of the design of an Improvement or any other proposal submitted to it for approval or consent within 15 working days after it has received a complete written application therefor. A complete application shall specify the approval or consent requested and be accompanied by all material reasonably required or desired by it to make an informed decision on such application. If the Architectural Review Committee fails to render approval or disapproval of such application within 30 working days after the Architectural Review Committee has received a complete application, or if no suit to enforce the terms of this Declaration has been commenced within one year after completion of construction of the Improvement, approval will not be required and the related provisions of this Declaration shall be deemed to have been fully complied with.

7.4 Committee Discretion. The Architectural Review Committee may, at its sole discretion, withhold consent to any proposed Improvement if the Architectural Review Committee finds the proposed Improvement would be inappropriate for the particular Lot or incompatible with the design standards that the Architectural Review Committee intends for Ridgeview. Consideration of siting, shape, size, color, design, height, solar access, impairment of the view from other Lots within Ridgeview, effect on the enjoyment of other Lots or the Common Areas, disturbance of existing terrain and vegetation and any other factors which the Architectural Review Committee reasonably believes to be relevant, may be taken into account by the Architectural Review Committee in determining whether or not to approve or condition its approval of any proposed Improvement.

7.5 Membership: Appointment and Removal. The Architectural Review Committee shall consist of as many persons, but not less than three, as Declarant may from time to time appoint. Declarant may remove any member of the Architectural Review Committee from office at any time and may appoint new or additional members at any time. The Association shall keep on file at its principal office a list of the names and addresses of the members of the Architectural Review Committee. Declarant may at any time delegate, but shall, in any event, delegate at or prior to the turnover meeting described in Section 8.6, to the Board of Directors of the Association the right to appoint or remove members of the Architectural Review Committee. If Declarant fails to delegate to the Board of Directors the right to appoint or remove members of the Architectural Review Committee by the date of the turnover meeting, or if Declarant fails to appoint an Architectural Review Committee, the Board of Directors shall assume responsibility for appointment and removal of members of the Architectural Review Committee. If the Board of Directors has assumed the responsibility for appointment of the members of the Architectural Review Committee and fails to make such appointments, the Board of Directors shall serve as the Architectural Review Committee.

7.6 Majority Action. Except as otherwise provided herein, a majority of the members of the Architectural Review Committee shall have the power to act on behalf of the Architectural Review Committee, without the necessity of a meeting and without the necessity

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of consulting or notifying the remaining members of the Architectural Review Committee. The Architectural Review Committee may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

7.7 **Liability.** The scope of the Architectural Review Committee's review is not intended to include any review or analysis of structural, geophysical, engineering or other similar considerations. Neither the Architectural Review Committee nor any member thereof shall be liable to any Owner, occupant, builder, or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Architectural Review Committee or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by the Architectural Review Committee or by such member, acted in good faith.

7.8 **Nonwaiver.** Consent by the Architectural Review Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

7.9 **Appeal.** After Declarant has delegated appointment of the members of the Architectural Review Committee to the Board of Directors of the Association, any Owner adversely affected by an action of the Architectural Review Committee may appeal such action to the Board of Directors of the Association. Appeals shall be made in writing within ten days after the Architectural Review Committee's action and shall contain specific objections or mitigating circumstances justifying the appeal. A final, conclusive decision shall be made by the Board of Directors of the Association within 15 working days after receipt of such notification.

7.10 **Effective Period of Consent.** The Architectural Review Committee's consent to any proposed Improvement shall automatically be revoked one year after issuance, unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the Architectural Review Committee.

7.11 **Estoppel Certificate.** Within 15 working days after written request therefor is delivered to the Architectural Review Committee by any Owner, and upon payment to the Architectural Review Committee of a reasonable fee, if any, fixed by the Architectural Review Committee to cover costs, the Architectural Review Committee shall provide such Owner with an estoppel certificate executed by a member of the Architectural Review Committee and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof, either: (a) all Improvements made or done upon or within such Lot by the Owner comply with this Declaration, or (b) such Improvements do not so comply. If the estoppel certificate states that the Improvements do not comply, such certificate shall also identify the noncomplying Improvements and set forth with particularity the nature of such noncompliance. Any purchaser from the Owner, and any mortgagee or other encumbrancer, shall be entitled to rely on such certificate with respect to the matters set forth therein, such matters being

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conclusive as between Declarant, the Architectural Review Committee, the Association and all Owners, and such purchaser or mortgagee.

7.12 Construction by Declarant. Improvements constructed by Declarant on any property owned by Declarant are not subject to the requirements of this Article VII.

ARTICLE VIII

ASSOCIATION

Declarant shall organize an association of all of the Owners within Ridgeview. Such Association, its successors and assigns, shall be organized under the name "Ridgeview Homeowners' Association, Inc." or such similar name as Declarant shall designate, and shall have such property, powers and obligations as are set forth in this Declaration for the benefit of the Property and all Owners of property located therein.

8.1 Organization. Declarant shall, before the first Lot is conveyed to an Owner, organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Oregon. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. All of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association. Such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association (as the same may be amended from time to time) as if they had been drafted to constitute the governing documents of the unincorporated association.

8.2 Membership. Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one or more Lots within the Property, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

8.3 Voting Rights. Voting rights within the Association shall be allocated as follows:

(a) Lots. Except to the extent expressly provided in this Section 8.3, Lots shall be allocated one vote per Lot.

(b) Classes of Voting Membership. The Association shall have two classes of voting membership:

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Class A. Class A members shall be all Owners with the exception of Declarant (except that beginning on the date on which the Class B membership is converted to Class A membership, and thereafter, Class A members shall be all Owners, including Declarant). Class A members shall be entitled to voting rights for each Lot owned computed in accordance with Section 8.3(a) above. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as such persons among themselves determine, but in no event shall more votes be cast with respect to any Lot than as set forth in Section 8.3(a) above.

Class B. The Class B member shall be Declarant and shall be entitled to five times the voting rights computed under paragraph 8.3(a) for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (i) The turnover meeting described in Section 8.6; or
- (ii) At such earlier time as Declarant may elect in writing to terminate Class B membership.

8.4 Powers and Obligations. The Association shall have, exercise and perform all of the following powers, duties and obligations:

(a) Declaration. The powers, duties and obligations granted to the Association by this Declaration.

(b) Statutory Powers. The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Oregon, as amended from time to time.

(c) General. Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Property.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Oregon.

8.5 Liability. Neither the Association nor any officer or member of its Board of Directors shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Association, any of its officers or any member of its Board of Directors, provided only that the officer or Board member has acted in good faith in accordance with the actual knowledge possessed by him.

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8.6 Interim Board; Turnover Meeting. Declarant shall have the right to appoint an interim board of three directors, who shall serve as the Board of Directors of the Association until replaced by Declarant or until their successors have been elected by the Owners at the turnover meeting described in this Section. Declarant shall call a meeting by giving notice to each Owner as provided in the Bylaws of the Association for the purpose of turning over administrative responsibility for the Property to the Association not later than 60 days after 75% of the 110 Lots anticipated to be developed within Ridgeview (including all phases, as supplemented from time to time by annexation pursuant to this Declaration) have been sold and conveyed by Declarant to a third party. If Declarant does not call the meeting required by this Section within the required period, any Owner may call such a meeting and give notice as required by this Section. At the turnover meeting the interim directors shall resign and their successors shall be elected by the Owners and Declarant as provided in this Declaration and the Bylaws of the Association.

8.7 Subassociations. Nothing in this Declaration shall be construed as prohibiting the formation of subassociations within Ridgeview, including, without limitation, neighborhood associations.

8.8 Association Rules and Regulations. The Association from time to time may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of Lots and the Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Association Board of Directors promptly to each Owner and shall be binding upon all Owners and occupants of all Lots upon the date of delivery. The method of adoption of such rules shall be as provided in the Bylaws of the Association.

ARTICLE IX

MAINTENANCE AGREEMENT

9.1 Perpetual Agreement. Article IX shall not be subject to amendment without the approval of the City of Portland and shall continue in perpetuity. This Article applies to all areas constituting Common Areas (as defined in Section 1.5).

9.2 Maintenance and Lighting of Common Areas. The Association shall perform all maintenance upon, and where the Association deems appropriate provide exterior lighting for, the Common Areas (including, without limitation, the Common Open Space and private streets) and other areas not yet annexed to Ridgeview but which, in the Association's or Declarant's reasonable judgment, benefit Owners of property in Ridgeview, and landscaping within such areas and within dedicated rights of way, including but not limited to grass, trees, walks, parking areas, walkways and trails, unless the maintenance thereof is assumed by a public body. Such areas shall be maintained in a safe condition to at least applicable City standards, and in a good and workmanlike manner such that the areas may be used for the

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purposes for which they are intended. Without limitation of the foregoing obligations, the Association shall repave each of the roadways included among the Limited Common Areas upon any significant deterioration in the condition thereof and shall remove dead or diseased trees from the Common Areas. The Association and all Owners of Lots within the Property, collectively, shall, jointly and severally, hold harmless, defend, and indemnify the City and its officers, agents and employees against all claims, demands, actions and suits (including all attorneys' fees and costs) brought against any of them arising from failure to establish, construct, or maintain properly such areas.

9.3 Obligations of Owners. In the event the Association does not carry out its duties or is dissolved, the owners of the Common Areas 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 and payment, the Owners shall agree upon an arbitrator who shall resolve such disagreement. If the Owners cannot agree on an arbitrator, the presiding judge of the Circuit Court of the State of Oregon for the County of Multnomah 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 of the property; provided, however, that an Owner can change their notification address by written notice to each 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.

9.4 Release of Obligations. At such time as the Common Areas are accepted by Council action for maintenance by the City, the Owners of it will be released from their maintenance obligation and from all other obligations under this Agreement.

9.5 Maintenance of Utilities. The Association shall perform or contract to perform maintenance of the Private Water and Sewer System, except to the extent such maintenance is performed by the utilities furnishing such services or a public body. Each Owner shall be responsible for maintaining utility lines within his Lot, except for those lines for which the Association, a public authority, or a utility company is responsible.

ARTICLE X

ASSESSMENTS

10.1 Annual Budgets. The Association Board of Directors shall from time to time, and at least annually, prepare an operating budget for the Association, taking into account the current costs of maintenance and services and future needs of the Association, any previous overassessment, and any common profits of the Association, which budget shall, in addition to expenses for the Common Areas, include expenses for maintenance, repair, and replacement

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of the Private Water and Sewer System. The budget shall provide for such reserve or contingency funds as the Board deems necessary or as may be required by this Declaration or by law. The Association Board of Directors shall also from time to time, and at least annually, prepare separate budgets with respect to the maintenance, repair, replacement and reserve or contingency requirements for the Limited Common Areas and the Private Water and Sewer System with respect to each of the Assessment Groups shown on the attached Exhibit B. Finally, the Board of Directors shall prepare a budget for reserves as provided in Section 10.4. The method of adoption of such budgets shall be as provided in the Bylaws.

10.2 Assessment Formula. Subject to the provisions of Sections 10.4 and 10.5, all Lots shall be assessed one assessment unit per Lot. The amount of an assessment per assessment unit shall be determined by dividing the amount of the annual budget or other aggregate assessment by the total number of assessment units. The common profits of the Association shall be allocated on the basis applied to assessments in this Section. Notwithstanding the other provisions of this Section 10.2, the Association may assess a Lot for the full amount of any common expense, the incurring of which is unquestionably and solely attributable to the negligence or willful misconduct of the Owner of such Lot or his family members or invitees.

10.3 Capital Improvement Assessments. The Association may elect to purchase, construct or otherwise acquire additional equipment, facilities or other capital improvements for the general use and benefit of all the members of the Association, and for that purpose may impose a special assessment to be called a "Capital Improvement Assessment." Any such assessment shall be against the Lots within the Property on the same formula as set forth in Section 10.2. No new Capital Improvement Assessment may be imposed under this Section which, for any one purchase, construction or other acquisition, or group of related purchases, constructions or other acquisitions, in the aggregate exceeds \$10,000, unless approved by the vote or written consent of the Class B member, if any, and by not less than 75% of the votes of the Class A members who are voting in person, by absentee ballot or by proxy at a meeting duly called for the purpose of approving the Capital Improvement Assessment.

10.4 Reserve Account for Replacing Common Property. Declarant shall establish a reserve account in the name of the Association which shall be called the "Common Property Reserve Account," and which will be kept separate and apart from all other funds of the Association. Except as provided in Section 10.4(b) below, the Common Property Reserve Account shall be used exclusively for replacement of items of Common Property which will normally require replacement, in whole or in part, in more than three and less than thirty years and not for regular or periodic maintenance expenses. "Common Property" shall mean any real property or interest in real property within Ridgeview which is owned or leased by the Association or designated as such in any plat of property within Ridgeview, or in this Declaration, or in any declaration annexing such property to Ridgeview.

(a) **Assessments.** Not less often than annually, the Association shall inventory all items of Common Property which will normally require replacement, in whole or in part, in more than three and less than thirty years, and shall estimate the remaining life of

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each item of Common Property and the current replacement cost of each such item. The Association may identify items for which a reserve account assessment is required as those items which are insurable by a common carrier of all-purpose risk insurance. For the purpose of funding the Common Property Reserve Account, the Association shall impose an assessment to be called the "Common Property Reserve Account Assessment" against each Lot within Ridgeview on the same formula as set forth in Section 10.2. The total Common Property Reserve Account Assessment shall be equal to the sum of the estimated replacement cost of each item of Common Property which has an estimated life of greater than three but less than thirty years, divided by the estimated number of years of life for such item of Common Property (not the estimated years of life remaining). Declarant shall not be required to pay any assessment under this Section 10.4 assessed to a Lot owned by Declarant until such date as the Lot is conveyed by Declarant to an unaffiliated party in an arms-length transaction.

(h) Loan From Common Property Reserve Account. After the turnover meeting described in Section 8.6, the Board of Directors of the Association may borrow funds from the Common Property Reserve Account to meet high seasonal demands on the Association's regular operating fund or to meet other temporary expenses. Funds borrowed to meet high seasonal demands or temporary expenses under this subsection must be repaid from assessments within six months after the date such funds are borrowed.

(c) Increase, Reduction, or Elimination of Common Property Reserve Account Assessments. At any time after the second year after the turnover meeting described in Section 8.6, future assessments for the Common Property Reserve Account may be increased, reduced or eliminated by the vote of Owners of Lots representing 75% of the votes computed in accordance with Section 8.3(a) above.

10.5 Limited Common Areas and Private Water and Sewer System Assessments. In addition to the other assessments provided for in this Article X, each Lot included in an Assessment Group shown on the attached Exhibit B shall be assessed an amount determined by dividing (i) the amount of the annual budget established by the Association pursuant to Section 10.1 with respect to the maintenance, repair, replacement and reserve or contingency requirements applicable to that Assessment Group by (ii) the number of all Lots included in that Assessment Group. Declarant shall establish an account for each such Assessment Group, and all assessments collected pursuant to this Section 10.5 shall be deposited into such account. The funds held in such account shall be used exclusively for the maintenance, repair and replacement of the Limited Common Areas or the portion of the Private Water and Sewer System pertaining to that Assessment Group and for no other purpose unless the Owners of all Lots included in that Assessment Group shall consent in writing thereto.

10.6 Special Assessments. The Association may levy special assessments to pay the cost of any construction, reconstruction, repair, or replacement of any of the Common Areas or for any other purpose deemed appropriate by the Board; provided, however, that any special assessment in excess of \$1,000 per Lot shall be levied only upon the affirmative vote of at least 75 percent of the Directors. Special assessments shall be billed to the Owners at

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such time as the Board may determine. Special assessments shall be allocated among the Lots in the manner provided with respect to assessments in Section 10.2.

" 10.7 Maintenance and Operations Fund. The Association shall establish a fund to be known as the "Maintenance and Operations Fund," into which all funds not otherwise allocated to a separate account in this Declaration or by action of the directors of the Association shall be deposited. The Association shall use the Maintenance and Operations Fund exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents within the Property and the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Lots situated upon the Property, including but not limited to:

(a) Maintenance, Utilities and Services. Payment of the cost of maintenance, utilities and services as described in Article IX, including the costs of the operation of the Association, except to the extent provided in Sections 10.4 and 10.5.

(b) Insurance. Payment of the cost of insurance as described in the Bylaws of the Association.

(c) Taxes. Payment of taxes assessed against the Common Areas and any Improvements thereon.

(d) Other Services. Payment of the cost of other services which the Association deems to be of general benefit to the Owners, including but not limited to accounting, legal and secretarial services.

10.8 Payment of Assessments. The Association shall, not less than annually, provide notice to the Owner of each Lot of the amount of the assessments for such Lot calculated in accordance with Sections 10.2, 10.4, and 10.5 of this Declaration. Assessments shall be due and payable on or before a date set forth in the notice which shall be not less than 30 days after the date the notice is mailed or at such other time or times as the Association may specify in the notice in accordance with this Declaration or the Bylaws.

10.9 Reallocation Upon Annexation or Withdrawal of Property. When additional property is annexed to or withdrawn from Ridgeview, the Association shall, within 60 days after the annexation, recompute the budget in accordance with Section 10.1 based upon the additional or withdrawn Lots and Common Areas and recompute all applicable assessments for each Lot based upon the formula set forth in Section 10.2. Newly annexed Lots shall be subject to assessment from the time of annexation of such Lots to Ridgeview, in accordance with the provisions of Section 10.2. The Association shall send notice of any applicable assessment to the Owners of newly annexed Lots not later than 60 days after the annexation or with the next occurring annual assessment, whichever is sooner. Assessments shall be due and payable on or before a date set forth in the notice which shall be not less than 30 days after the date the notice is mailed or at such other time or times as the Association may specify in the notice in accordance with this Declaration or the Bylaws. If additional property is annexed to

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Ridgeview during the Association's fiscal year, the Association shall send notice of and shall collect adjustments to assessments for Lots which were within Ridgeview prior to the annexation in the manner specified in Section 10.2. Notice of the adjustment in the assessments shall be sent to such Owners not later than 60 days after the annexation or with the next occurring annual assessment, whichever is sooner. To the extent that any adjustment results in a credit with respect to assessments payable by an Owner, such credit shall be applied toward the next occurring payment or payments of the applicable assessment.

10.10 Creation of Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Property, does hereby covenant, and each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all assessments or other charges as may be fixed, established and collected from time to time in the manner provided in this Declaration or the Association Bylaws. Such assessments and charges, together with any interest, expenses or attorneys' fees imposed pursuant to Section 11.6, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or charge is made. Such assessments, charges and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article XI below.

ARTICLE XI

ENFORCEMENT

11.1 Use of Common Areas. In the event any Owner shall violate any provision of this Declaration, the Bylaws of the Association, or any rules or regulations adopted by the Association governing the use of Common Areas, then the Association, acting through its Board of Directors, may notify the Owner in writing that the violations exist and that such Owner is responsible for them, and may, after affording the Owner reasonable notice and opportunity to be heard, do any or all of the following: (a) suspend the Owner's voting rights and right to use the Common Areas for the period that the violations remain unabated, or for any period not to exceed 60 days for any infraction of its rules and regulations, (b) impose reasonable fines upon the Owner, in the manner and amount the Board deems appropriate in relation to the violation, which fines shall be paid into the Maintenance and Operations Fund, or (c) bring suit or action against such Owner to enforce this Declaration. Nothing in this Section, however, shall give the Association the right to deprive any Owner of access to and from such Owner's Lot.

11.2 Nonqualifying Improvements and Violation of General Protective Covenants. In the event any Owner constructs or permits to be constructed on such Owner's Lot an Improvement contrary to the provisions of this Declaration, the Bylaws, or rules, regulations, or guidelines adopted by the Association or the Architectural Review Committee (other than those pertaining to the use of Common Areas) or causes or permits any Improvement, activity, condition or nuisance contrary to the provisions of this Declaration, the Bylaws, or rules,

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regulations, or guidelines adopted by the Association or the Architectural Review Committee (other than those pertaining to the use of Common Areas) to remain uncorrected or unabated on such Owner's Lot, then the Association, acting through its Board of Directors, may notify the Owner in writing of any such specific violations and may require the Owner to remedy or abate the same in order to bring the Owner's Lot, the Improvements thereon and the Owner's use thereof into conformance with this Declaration, the Bylaws, and such rules, regulations, and guidelines. If the Owner is unable or unwilling to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree on a mutually acceptable solution within the framework and intent of this Declaration, after the Owner has been afforded notice and opportunity to be heard, within 60 days after such notice, then the Association, acting through its Board of Directors, shall have, in addition to any other rights or remedies provided in this Declaration, at law or in equity, the right to do any or all of the following:

(a) Fines. Impose reasonable fines against such Owner in the manner and amount the Board deems appropriate in relation to the violation:

(b) Remove Cause of Violation. Enter the offending Lot (which entry shall not subject the Association, the directors of the Association or any agent or representative thereof to liability for trespass, conversion or any other claim for damages) and remove the cause of such violation, or alter, repair or change the item which is in violation of the Declaration, Bylaws, or rules, regulations, or guidelines in such a manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done, which amount shall be payable to the Maintenance and Operations Fund, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings; and/or

(c) Suit or Action. Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration.

11.3 Default in Payment of Assessments; Enforcement of Lien. If an assessment or other charge levied under this Declaration is not paid within 30 days after its due date, such assessment or charge shall become delinquent and shall bear interest from the due date until paid at the rate set forth below and, in addition, the Association may exercise any or all of the following remedies:

(a) Suspension of Rights; Acceleration. The Association may suspend such Owner's voting rights and right to use the Common Areas until such amounts, plus other charges under this Declaration or the Bylaws, are paid in full and may declare all remaining periodic installments of any annual assessment or any other amounts owed by such Owner to the Association immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from such Owner's Lot.

(b) Lien. The Association shall have a lien against each Lot for any assessment levied against such Lot and any fines or other charges imposed under this

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Declaration or the Bylaws against the Owner of the Lot from the date on which the assessment, fine or charge is due. The provisions regarding the attachment, notice, recordation and duration of liens established on real property under ORS 87.352 to 87.382 shall apply to the Association's lien. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens under ORS Chapter 88. The Association, through its duly authorized agents, may bid on the Lot at such foreclosure sale, and may acquire and hold, lease, mortgage and convey the Lot. If any assessment is payable in installments, the full amount of the assessment is a lien from the date the first installment of the assessment becomes due.

(c) Suit or Action. The Association may bring an action to recover a money judgment for unpaid assessments, fines and charges under this Declaration or the Bylaws without foreclosing or waiving the lien described in paragraph (b) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

(d) Other Remedies. The Association shall have any other remedy available to it by law or in equity.

11.4 Notification of First Mortgagee. The Board of Directors shall notify any first mortgagee of any individual Lot of any default in performance of the terms of this Declaration by the Lot Owner which is not cured within 60 days.

11.5 Subordination of Lien to Mortgagee. The lien for the assessments or charges provided for in this Declaration shall be subordinate to the lien of any mortgage or deed of trust on such Lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the assessment lien, provided that the sale or transfer of any Lot which is subject to a mortgage or deed of trust pursuant to a decree of foreclosure thereunder or pursuant to a proceeding, deed or assignment in lieu of foreclosure shall extinguish the lien of an assessment, notice of which was recorded after the recording of the mortgage or trust deed. Any such sale or transfer, however, shall not release the Lot from liability for any assessments or charges thereafter becoming due or from the lien of such subsequent assessments or charges.

11.6 Interest, Expenses and Attorneys' Fees. Any amount not paid to the Association when due in accordance with this Declaration or the Bylaws shall bear interest from the due date until paid at a rate three percentage points per annum above the prime rate offered by First Interstate Bank of Oregon (or any successor to such bank) as of the due date therefor, or at such other rate as may be established by the Board of Directors, but not to exceed the lawful rate of interest under the laws of the State of Oregon. A late charge may be charged for each delinquent assessment in an amount established from time to time by resolution of the Board of Directors of the Association not to exceed 30% of such assessment. In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Board of Directors of the Association. In

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the event the Association shall bring any suit or action to enforce this Declaration or the Bylaws, or to collect any money due hereunder or thereunder or to foreclose a lien, the Owner-defendant shall pay to the Association all costs and expenses incurred by the Association in connection with such suit or action, including a foreclosure title report, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof.

11.7 Nonexclusiveness and Accumulation of Remedies. An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration are not exclusive, but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate, or remedy any violation of this Declaration by appropriate legal proceedings.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 Amendment and Repeal.

(a) Except for Article IX, which is for the benefit of the City, this Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed by the vote or written consent of Declarant prior to the turnover meeting described in Section 8.6 and thereafter of Owners holding not less than 75% of the voting power within the Association, as computed in accordance with Section 8.3. In addition, Exhibit B to this Declaration may be amended with the written consent of Declarant until 110 Lots within Ridgeview have been conveyed to third parties in order to modify the Lots included in any Assessment Group affecting a private street to reflect the actual usage of such private street. Article IX (maintenance agreements) shall remain in perpetuity and shall not be amended without the express approval of the City, except as provided in Section 9.4.

(b) In addition, no amendment of any of the provisions of Section 4.4(c), (d), (f), (h) or (i), 4.6, 6.16, Article IX, 12.12, or 12.13 shall be effective without the prior written consent of the City's Planning Bureau.

(c) Any such amendment or repeal shall become effective only upon recordation in the deed records of the County of a certificate of Declarant, prior to the turnover meeting described in Section 8.6 (or thereafter with respect to amendments of Exhibit B to the extent permitted under Section 12.1(a)), and thereafter of the president or secretary of the Association, setting forth in full the amendment, amendments or repeal so approved and certifying that said amendment, amendments or repeal have been approved in the manner required by this Declaration.

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(d) In no event shall an amendment under this Section create, limit or diminish special Declarant rights without Declarant's written consent, or increase the number of Lots or Living Units or change the boundaries of any Lot or any uses to which any Lot is restricted unless the Owners of the affected Lots unanimously consent to the amendment.

12.2 Regulatory Amendments. Notwithstanding the provisions of Sections 12.1(a), (c), and (d), but subject to the requirements under Section 12.1(b) with respect to City approval, until the conveyance of the last Lot owned by Declarant to a third party, Declarant shall have the right to amend this Declaration in order to comply with the requirements relating to the development of single-family structures of any applicable statute, ordinance, regulation or guideline of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon which insures, guarantees or provides financing for a single-family residential development or lots in a single-family residential development.

12.3 Duration. This Declaration shall run with the land and shall be and remain in full force and effect at all times with respect to all property included within the Property and the Owners thereof for an initial period of 30 years commencing with the date on which this document is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all property within the Property and to the Owners thereof for successive additional periods of ten years each. NOTWITHSTANDING THE FOREGOING, THE PROVISIONS OF ARTICLE IX, 12.12, AND 12.13 SHALL CONTINUE IN PERPETUITY. The continuation from the initial or any additional period into the next following period shall be automatic and shall not require any notice, consent or other action whatsoever; provided, however, that this Declaration may be terminated at the end of the initial or any additional period by resolution approved not less than six months prior to the intended termination date by the vote or written consent of Owners holding not less than 75% of the voting power within the Association, as computed in accordance with Section 8.3, and the vote or written approval of the Class B member, if any. Any such termination shall become effective only if (a) a certificate of the president or secretary of the Association, certifying that termination as of a specified termination date has been approved in the manner required herein, is duly acknowledged and recorded in the deed records of the County, and (b) such termination has been approved by an order or resolution of the City and a copy of such order or resolution has been recorded in the deed records of the County. Such termination shall not have the effect of denying any Owner access to such Owner's Lot unless such Owner and any mortgagee of such Lot have consented in writing to the termination.

12.4 Right of First Mortgages, Insurers and Guarantors.

(a) The Association shall give timely written notice to any mortgagee of a Lot, and any insurer or guarantor of such a mortgage, of any lapse, cancellation, or material

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modification of any insurance policy maintained by the Association. A mortgagee, insurer or guarantor shall be eligible to receive notices pursuant to this Section 12.4(a) if it has sent a written request therefor to the Association, stating its name and address and the Lot in which it holds an interest.

(b) At any time that the Common Areas are not maintained or repaired by the Association to the extent reasonably necessary to protect and preserve the value of the Property for security purposes, then the record mortgagee of a Lot, upon giving written notice as hereinafter provided, shall be entitled to exercise the rights of the Owner of the Lot as a member of the Association to vote at all regular and special meetings of the members of the Association for a period of one year following the date of such notice. During this one-year period, the Association shall give notice of all regular and special meetings to both the Owner and the mortgagee, and the Owner may attend such meetings as an observer. Notice from the mortgagee under this Section shall cite this Section 12.4 and shall be sent, postage prepaid, by certified United States mail, return receipt requested, to the Owner with a copy by regular mail to the Association at the last known address of each.

12.5 Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

12.6 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

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

12.8 Construction; Severability. This Declaration and all declarations annexing property to Ridgeview shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration and all declarations annexing property to Ridgeview shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

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12.9 Number. As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires.

12.10 Captions. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

12.11 Notices and Other Documents. All notices and other communications under this Declaration shall be in writing and shall be deemed to have been given on the date of delivery when delivered by personal service and to have been given three business days after delivery to the United States mails, certified or registered mail, return receipt requested, addressed to the party to which such notice is directed at its address determined as provided in this Section 12.11.

(a) Addresses. All notices and other communications under this Declaration shall be given to the parties hereto at the following addresses:

(i) If to an Owner, then to the last address for such Owner shown in the Association's records.

(ii) If to Declarant or to the Association, then to Declarant or the Association at:

Ridgeview
121 S.W. Morrison Street, Suite 950
Portland, Oregon 97204

With a copy to:

Ball Janik LLP
101 S.W. Main Street
Suite 1100
Portland, Oregon 97204
Attn: Gary D. Cole

(b) Change of Address. Any party hereto may change the address to which notices shall be directed by giving ten days' written notice of such change delivered as provided herein.

12.12 Private Agreement. This Declaration and the covenants contained herein constitute a private agreement among the Owners of Lots within Ridgeview and will not be enforced by the City of Portland. This Declaration and the covenants contained herein 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 this Declaration and the covenants contained herein and the City's regulations. The City will limit

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its review of a development application and the issuance of permits to the requirements of its regulations and any condition of approval. It is the duty of every person engaged in development within Ridgeview to know the requirements of this Declaration and the covenants contained herein. In the event there is a conflict between a City regulation and this Declaration, any question regarding these deed restrictions shall be directed to the Architectural Review Committee. The City will not be liable for any approvals or permits which are granted in compliance with City regulations, but which are not in compliance with this Declaration or the covenants contained herein.

12.13 Enforcement by City: Inspection. The provisions of Sections 4.4(h), Article IX, Section 12.1(b) shall be deemed to be for the benefit of City as well as the Association and the Owners, and the City may but shall not be required to, enforce such provisions by appropriate proceedings at law or in equity. Notwithstanding any provision to the contrary in this Declaration, including the provisions of Section 4, work performed by the City or a contractor retained by the City within Ridgeview shall not be subject to environmental or open space restrictions contained in this Declaration or set forth on the Plat, including, without limitation, work to be performed by the City in connection with the Storm Water Management Facilities.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 8th day of November, 1996.

WESTWIL DEVELOPMENT CO., L.L.C., an
Oregon limited liability company

By: [Signature]

Title: Member

STATE OF OREGON)

) ss.

County of Multnomah

The foregoing instrument was acknowledged before me on this 8th day of November, 1996 by Harvey C. Williams, who is a member of Westwil Development Co., L.L.C, an Oregon limited liability company, on behalf of the limited liability company.



[Signature]
Notary Public for Oregon

My Commission Expires: 2/23/00

32 33

0087428.07

NOV 8, 1996

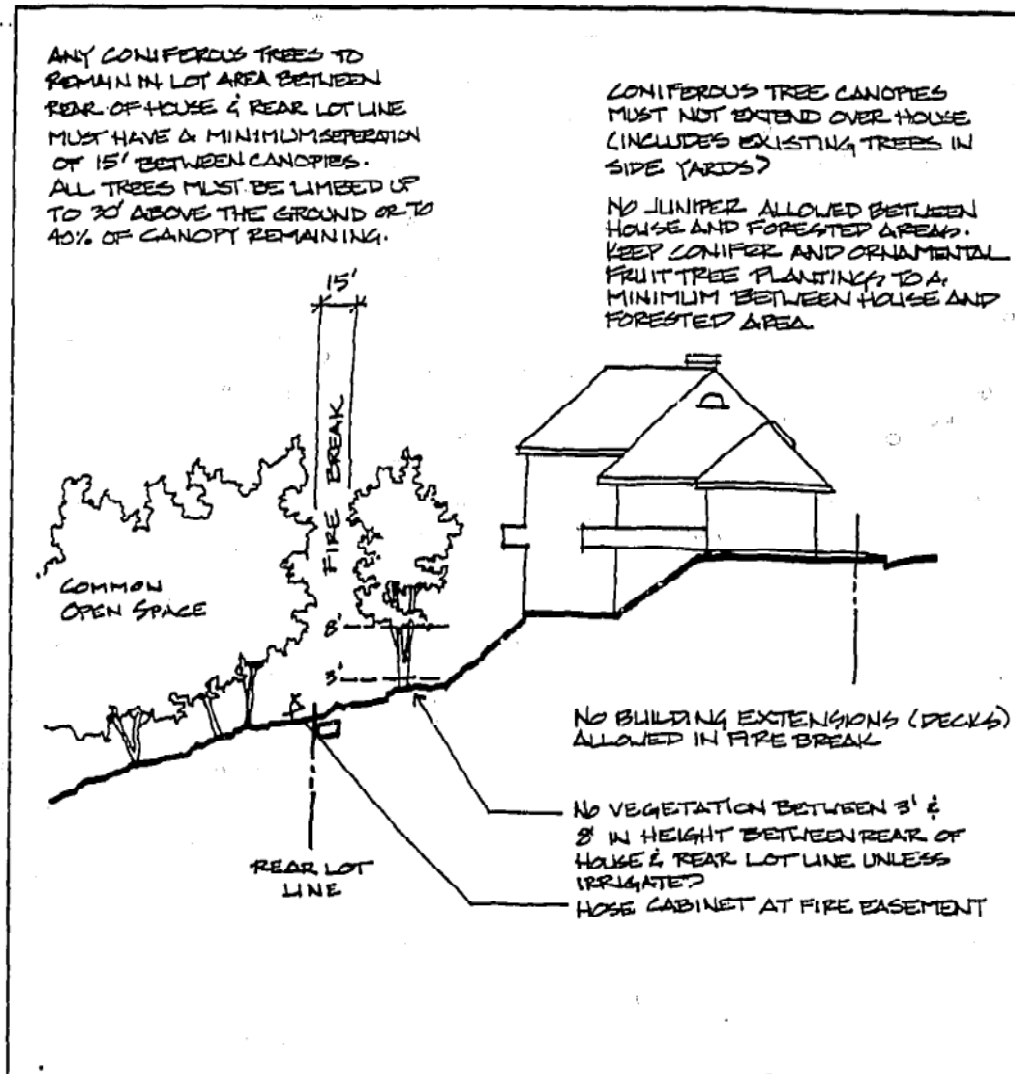
EXHIBIT A

Fire Buffers

34

0087428.04

NOV 8, 1996



RIDGEVIEW Fire Buffer

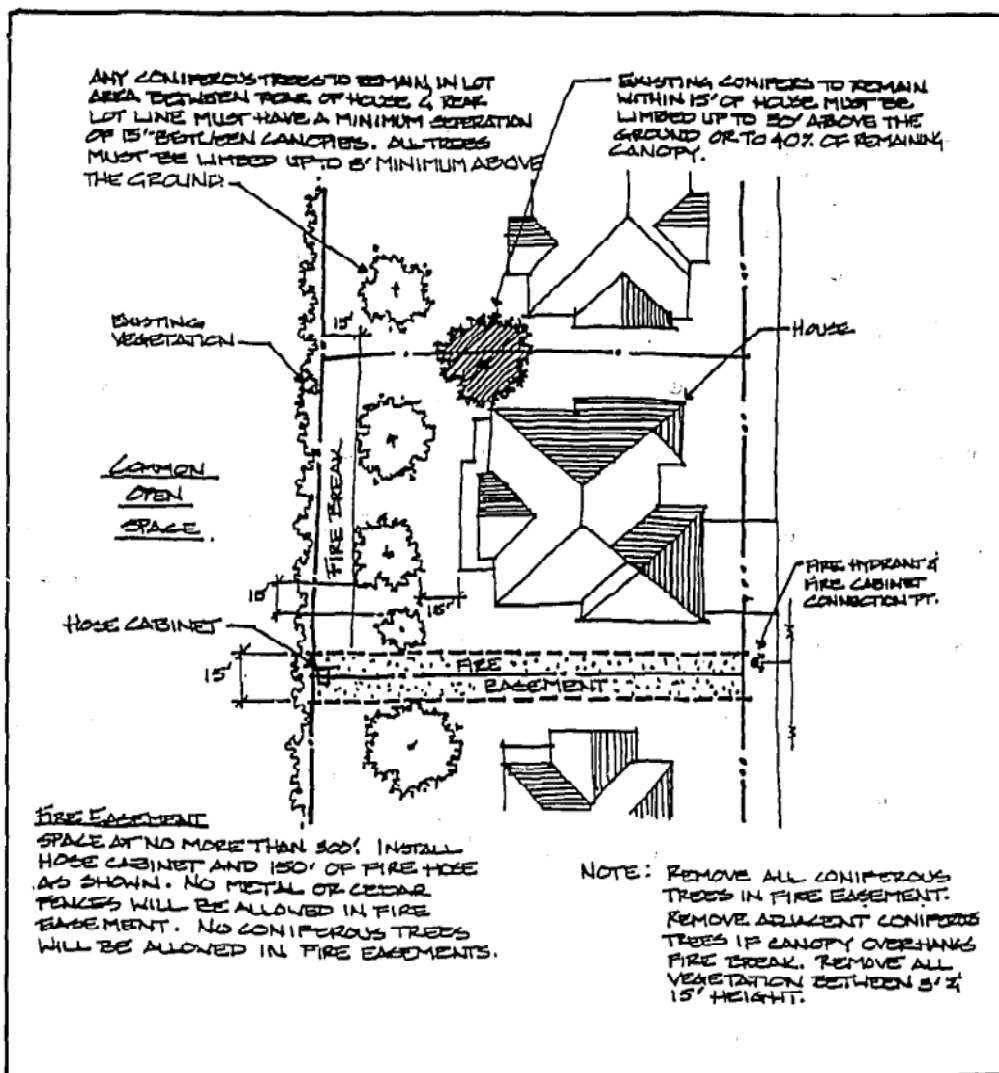


Rear Yard Section

35

7/25/96
L7041.D00

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RIDGEVIEW Fire Buffer



Conceptual Lot Plan

7/25/96
L7041.D00

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EXHIBIT B

Assessment Groups

<u>Assessment Group No.</u>	<u>Areas Affected</u>	<u>Lots Included</u>
1	Tract A (private street)	16 and 17
2	Tract B (private street)	18
3	Tract C (private street)	19, 20, 21, and 22
4	Tract D (private street)	21, 22, 23, and 24
5	Tract E (private street)	23 and 24
6	Tract F (private street)	25 and 26
7	Tract G (private street)	27 and 28
8	Tract H (private street)	29 and 30
9	Tract B (storm and sanitary sewer)	19
10	Tract C (storm and sanitary sewer)	21
11	Tract D (storm and sanitary sewer)	24
12	Tract F (storm and sanitary sewer)	25 and 28
13	Tract G (storm and sanitary sewer)	29

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RECORDED BY TICOR TITLE
COURTESY ONLY. NOT EXAMINED

677849-24

82
AFTER RECORDING RETURN TO:
Ball Janik LLP
101 SW Main Street, Suite 1100
Portland, Oregon 97204
Attn: Daniel P. Semmens

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk
28.00
98133984 10:24am 07/29/98
013 366618 04 03 000205
000 4 5.00 20.00 0.00 3.00 0.00

**AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
AND MAINTENANCE AGREEMENT FOR RIDGEVIEW**

WESTWIL DEVELOPMENT CO., L.L.C., an Oregon limited liability company ("Declarant"), is the Declarant under a Declaration of Protective Covenants, Conditions and Restrictions and Maintenance Agreement for Ridgeview, dated as of November 8, 1996, which was recorded in the deed records of Multnomah County, Oregon, as document number 96170577 on November 8, 1996 (the "Declaration"). The Declaration relates to all that real property located in the City of Portland, Multnomah County, Oregon, in that plat entitled "Ridgeview." Capitalized terms used herein without definition shall have the respective meanings set forth in the Declaration.

Pursuant to Section 12.1 of the Declaration, the Declaration is hereby amended as follows:

1. Conversion of Common Areas to Lots. Section 3.3 of the Declaration is amended to read as follows in its entirety:

"3.3 Conversion of Common Areas to Lots. Subject to any approvals required by City or County ordinances or agreements, or land use approvals, Declarant may from time to time elect, in its discretion, to convert portions of Tracts I, J, or K shown on the Plat to one or more Lots or other Common Areas by a declaration recorded in the deed records of Multnomah County, Oregon. Any such declaration shall, among other things, describe the portion of Tracts I, J, or K to be converted to Lots or other Common Areas and may establish such new land classifications and such limitations, uses, restrictions, covenants, and conditions as Declarant may deem to be appropriate for the development of the converted property. The Lots so created shall be entitled to voting rights as set forth in Section 8.3. Upon any conversion of Common Areas pursuant to this Section 3.3, common expenses of the Association shall be reallocated as provided in Section 10.9 as if such newly-created Lots had been annexed to Ridgeview."

2. Title to Tracts. Section 4.3 of the Declaration is amended to read as follows in its entirety:

"4.3 Title to Tracts. Subject to Section 4.4(c), fee title to Tracts A through H shown on the Plat shall be conveyed to the Association by Declarant prior to the date on which Class B membership in the Association ceases and is converted to Class A membership as described in Section 8.3(b). Subject to Section 4.4(c), fee title to Tracts I, J and K shown on the Plat (exclusive of any portion of Tracts I, J or K that has been converted to Lots or other Common Areas pursuant to Section 3.3) may be conveyed to the Association by the time identified in the foregoing sentence or after 110 Lots, or such lesser number of Lots as are ultimately included within all of Ridgeview, have been conveyed to third parties. Notwithstanding any provision to the contrary in this Declaration, Declarant reserves the right to convey all or any part of the Tracts to the Association at any time. All such conveyances shall be free and clear of monetary liens or financial encumbrances."

3. Membership; Appointment and Removal of Architectural Review Committee.
Section 7.5 of the Declaration is amended to read as follows in its entirety:

"7.5 Membership; Appointment and Removal. The Architectural Review Committee shall consist of as many persons, but not less than three, as Declarant may from time to time appoint. Declarant may remove any member of the Architectural Review Committee from office at any time and may appoint new or additional members at any time. The Association shall keep on file at its principal office a list of the names and addresses of the members of the Architectural Review Committee. Declarant may at any time delegate, but shall, in any event, delegate at or prior to the date on which 110 Lots, or such lesser number of Lots as are ultimately included within all of Ridgeview, have been conveyed to third parties, to the Board of Directors of the Association the right to appoint or remove members of the Architectural Review Committee. If Declarant fails to delegate to the Board of Directors the right to appoint or remove members of the Architectural Review Committee by the date on which 110 Lots, or such lesser number of Lots as are ultimately included within all of Ridgeview, have been conveyed to third parties, or if Declarant fails to appoint an Architectural Review Committee by such date, the Board of Directors shall assume responsibility for appointment and removal of members of the Architectural Review Committee. If the Board of Directors has assumed the responsibility for appointment of the members of the Architectural Review Committee and fails to make such appointments, the Board of Directors shall serve as the Architectural Review Committee."

4. Interim Board: Turnover Meeting. Section 8.6 of the Declaration is amended to read as follows in its entirety:

"8.6 Interim Board: Turnover Meeting. Declarant shall have the right to appoint an interim board of three directors, who shall serve as the Board of Directors of the Association until replaced by Declarant or until their successors have been elected by the Owners at the turnover meeting described in this Section. Declarant shall call a meeting by giving notice to each Owner as provided in the Bylaws of the Association for the purpose of turning over administrative responsibility for the Property to the Association not later than 60 days after 75% of the 110 Lots anticipated to be developed within Ridgeview (including all phases, as supplemented from time to time by annexation pursuant to this Declaration), or sixty (60) days after 75% of such lesser number of total Lots as are ultimately included within all of Ridgeview, have been sold and conveyed by Declarant to a third party. If Declarant does not call the meeting required by this Section within the required period, any Owner may call such a meeting and give notice as required by this Section. At the turnover meeting the interim directors shall resign and their successors shall be elected by the Owners and Declarant as provided in this Declaration and the Bylaws of the Association."

5. Amendment. Section 12.1(a) of the Declaration is amended to read as follows in its entirety:

"12.1 Amendment and Repeal.

(a) Except for Article IX, which is for the benefit of the City, this Declaration, or any provision hereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed by the vote or written consent of Declarant prior to the turnover meeting described in Section 8.6 and thereafter of Owners holding not less than 75% of the voting power within the Association, as computed in accordance with Section 8.3. In addition, Exhibit B to this Declaration may be amended with the written consent of Declarant until 110 Lots, or such lesser number of Lots as are ultimately included within all of Ridgeview, have been conveyed to third parties in order to modify the Lots included in any Assessment Group to reflect the actual usage of the private street or sewer or other amenity serving the Lots included within an Assessment

Group. Article IX (maintenance agreements) shall remain in perpetuity and shall not be amended without the express approval of the City, except as provided in Section 9.4."

6. Effect of Amendment. Except as expressly provided in this Amendment, the Declaration remains unamended and in full force and effect.

7. Certification. This Amendment has been approved in the manner required in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Protective Covenants, Conditions and Restrictions and Maintenance Agreement for Ridgeview on this 21 day of July, 1998.

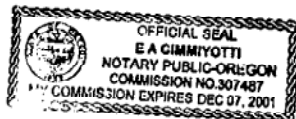
WESTWIL DEVELOPMENT CO., L.L.C., an
Oregon limited liability company

By: [Signature]

Its: Member

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on this 21 day of July, 1998, by Westwil Development Co., L.L.C., an Oregon limited liability company, on behalf of the limited liability company.



E.A. Gimmiyotti
Notary Public for Oregon
My Commission Expires: 12-7-01

RECORDED BY TICOR TITLE
COURTESY ONLY. NOT EXAMINED

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BM

AFTER RECORDING RETURN TO:
Ball Janik LLP
101 SW Main Street, Suite 1100
Portland, Oregon 97204
Attn: Daniel P. Semmens

Recorded in the County of Multnomah, Oregon
C. Suick, Deputy Clerk

58.00

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013 498831 03 18 898285
D99 10 5.00 50.00 0.00 3.00 0.00

**SECOND AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
AND MAINTENANCE AGREEMENT FOR RIDGEVIEW AND
FIRST AMENDMENT TO DECLARATION OF ANNEXATION OF
REAL PROPERTY TO DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS AND MAINTENANCE AGREEMENT FOR RIDGEVIEW**

WESTWIL DEVELOPMENT CO., L.L.C., an Oregon limited liability company ("Declarant"), is the Declarant under a Declaration of Protective Covenants, Conditions and Restrictions and Maintenance Agreement for Ridgeview, dated as of November 8, 1996, which was recorded in the deed records of Multnomah County, Oregon, as document number 96170577 on November 8, 1996 (the "Original Declaration"). The Original Declaration was amended by that certain Amendment to Declaration of Protective Covenants, Conditions and Restrictions and Maintenance Agreement for Ridgeview, dated July 21, 1998, which was recorded in the deed records of Multnomah County, Oregon, as document number 98133984 on July 29, 1998 (the "Original Declaration, as so amended, the "Declaration"). The Declaration relates, in part, to all that real property located in the City of Portland, Multnomah County, Oregon, in that plat entitled "Ridgeview," including, without limitation, Lots 1 through 31, Ridgeview. Capitalized terms used herein without definition shall have the respective meanings set forth in the Original Declaration or First Declaration of Annexation (defined below), as appropriate.

In addition, Declarant is the Declarant under that certain Declaration of Annexation of Real Property to Declaration of Protective Covenants, Conditions and Restrictions and Maintenance Agreement for Ridgeview, dated as of July 21, 1998, which was recorded in the deed records of Multnomah County, Oregon, as document number 98131261 on July 24, 1998 (the "First Declaration of Annexation"). The First Declaration of Annexation relates to all that real property located in the City of Portland, Multnomah County, Oregon, in that plat entitled "Ridgeview No. 2," including, without limitation, Lots 32 through 58, Ridgeview No. 2. As a result of the First Declaration of Annexation, the Declaration relates to all the real property located in the City of Portland, Multnomah County, Oregon, in the plats entitled "Ridgeview" and "Ridgeview No. 2."

The purpose of this Second Amendment to Declaration of Protective Covenants, Conditions and Restrictions and Maintenance Agreement for Ridgeview and First Amendment to Declaration of Annexation of Real Property to Declaration of Protective Covenants, Conditions and Restrictions and Maintenance Agreement for Ridgeview (this "Amendment") is to simplify the mechanism for allocating assessments against the Limited Common Elements and certain

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utilities and to confirm rights and obligations pertaining to Future Development Tracts (as defined below).

I. AMENDMENTS TO THE ORIGINAL DECLARATION

Pursuant to Section 12.1 of the Declaration, the Declaration is hereby amended as follows:

1. Definition of Future Development Tract. Section 1.10 of the Declaration is hereby renumbered Section 1.11 and a new Section 1.10 is added to the Declaration to read as follows in its entirety:

"1.10 'Future Development Tracts' means those portions of Tracts I and K, RIDGEVIEW, Multnomah County, Oregon, designated as 'Future Development Tracts' on the Plat and any portion of any Common Area now a part of Ridgeview or in the future annexed to Ridgeview that is designated as a Future Development Tract."

2. Definition of Private Sanitary Sewer System. Section 1.18 of the Declaration is hereby renumbered as Section 1.19 and is amended to read as follows in its entirety:

"1.19 'Private Sanitary Sewer System' means sanitary sewer lines and all appurtenances and improvements related to such lines."

3. Definition of Private Storm Sewer System. Section 1.20 is hereby added to the Declaration to read as follows in its entirety:

"1.20 'Private Storm Sewer System' means private storm water lines, storm water detention facilities, and all appurtenances and improvements related to such lines and facilities."

4. Definition of Private Water System. Section 1.21 is hereby added to the Declaration to read as follows in its entirety:

"1.21 'Private Water System' means domestic water service lines and all appurtenances and improvements related to such lines."

5. Renumbering of Subsections. The subsections of Section 1 of the Declaration are hereby renumbered to reflect the subsections added by the foregoing amendments such that the final subsection referenced in Section 1 of the Declaration shall be subsection 1.27.

6. Modifications to Conform to Definition Changes.

6.1 The first sentence of Section 5.2(e) of the Declaration is amended to read as follows in its entirety:

"(c) Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the plat, including, without limitation, easements for the purpose of installation, maintenance, repair, and replacement of the Private Sanitary Sewer System, Private Storm Sewer System, and Private Water System."

6.2 The first sentence of Section 9.5 of the Declaration is amended to read as follows in its entirety:

"Maintenance of Utilities. The Association shall perform or contract to perform maintenance of the Private Sanitary Sewer System, Private Storm Sewer System, and Private Water System, except to the extent such maintenance is performed by the utilities furnishing such services or a public body."

7. Liability. Section 8.5 of the Declaration is hereby amended to read as follows in its entirety:

"8.5 Liability. Neither the Association nor any officer or member of its Board of Directors nor the Managing Agent (as that term is defined in the Bylaws of the Association, as amended) or its directors, officers, or employees shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Association, any of its officers, any member of its Board of Directors, or the Managing Agent or its directors, officers, or employees, provided only that the officer or Board member or the Managing Agent or its directors, officers, or employees has acted in good faith in accordance with the actual knowledge possessed by him or it."

8. Annual Budgets. Section 10.1 of the Declaration is hereby amended to read as follows in its entirety:

"10.1 Annual Budgets. The Association Board of Directors shall from time to time, and at least annually, prepare an operating budget for the Association, taking into account the current costs of maintenance and services and future needs of the Association, any previous over-assessment, and any common profits of the Association, which budget shall, in addition to expenses for the Common Areas, include expenses for

maintenance, repair, and replacement of the Private Sanitary Sewer System, Private Storm Sewer System, and the Private Water System. The budget shall provide for such reserve or contingency funds as the Board deems necessary or as may be required by this Declaration or by law. The Association Board of Directors shall also from time to time, and at least annually, prepare a separate budget with respect to the maintenance, repair, replacement and reserve or contingency requirements for both the Limited Common Areas and the Private Storm Sewer System, and, as to each of the Assessment Groups shown on the attached Exhibit B, for the Private Sanitary Sewer System. The Association Board of Directors shall also, when and if appropriate, prepare a separate budget with respect to the maintenance, repair, replacement, and reserve or contingency requirements for Assessment Groups for a Private Water System. Finally, the Board of Directors shall prepare a budget for reserves as provided in Section 10.4. The method of adoption of such budgets shall be as provided in the Bylaws."

9. Assessments for Limited Common Areas, Private Sanitary Sewer System, Private Storm Sewer System, and Private Water System. Section 10.5 of the Declaration is hereby amended to read as follows in its entirety:

"10.5 Assessments for Limited Common Areas, Private Sanitary Sewer System, Private Storm Sewer System, and Private Water System. In addition to the other assessments provided for in this Article X:

"(a) each Lot, other than Lots 1 through 15, Ridgeview, shall be assessed an amount determined by dividing (i) the amount of the annual budget established by the Association pursuant to Section 10.1 with respect to the maintenance, repair, replacement and reserve or contingency requirements applicable to the Limited Common Elements and the Private Storm Sewer System by (ii) the number of such Lots. Declarant shall establish an account for such assessments, and all assessments collected pursuant to this Section 10.5(a) shall be deposited into such account. The funds held in such account shall be used exclusively for the maintenance, repair and replacement of the Limited Common Areas and Private Storm Sewer System and for no other purpose unless the Owners of all Lots (other than Lots 1 through 15, Ridgeview) shall consent in writing thereto; and

"(b) each Lot included in an Assessment Group shown on the attached Exhibit B shall be assessed an amount

determined by dividing (i) the amount of the annual budget established by the Association pursuant to Section 10.1 with respect to the maintenance, repair, replacement and reserve or contingency requirements for the Private Sanitary Sewer System applicable to that Assessment Group by (ii) the number of all Lots included in that Assessment Group. Declarant shall establish an account for each such Assessment Group, and all assessments collected pursuant to this Section 10.5(b) shall be deposited into such account. The funds held in such account shall be used exclusively for the maintenance, repair and replacement of the Private Sanitary Sewer System pertaining to that Assessment Group and for no other purpose unless the Owners of all Lots included in that Assessment Group shall consent in writing thereto."

10. Exhibit B. Exhibit B to the Declaration is amended to read in its entirety as set forth in the attached Exhibit B.

11. Conveyance of Future Development Tracts. Section 12.14 is hereby added to the Declaration to read as follows in its entirety:

"12.14 Conveyance of Future Development Tracts.

Notwithstanding any provision in this Declaration to the contrary, whether expressed or implied, Declarant may convey Future Development Tracts to a third person. Such a conveyance shall effect a change of ownership of the Future Development Tract and shall make the grantee under such a conveyance a successor Declarant, but only with respect to the Future Development Tract so conveyed, and shall confer no additional Declarant powers on the grantee. The grantee of such Future Development Tract may, if expressly permitted under the Declaration, convert, at its expense, portions of the Future Development Tract to one or more Lots, subject to City or County ordinances or agreements or land use approvals. The grantee of such a conveyance shall have no voting rights by virtue of the Future Development Tract, but, if the grantee permissibly converts the Future Development Tract into Lots and thereafter owns the Lots, the grantee (and subsequent grantees of such Lots) shall then be entitled to one vote (and no more than one vote) per such Lot owned by it. In no event shall the grantee of a Future Development Tract be entitled to rights of Declarant that are in addition to those pertaining to the Common Area in which the Future Development Tract is located. The grantee of a Future Development Tract shall observe, and be bound by, all of the covenants, conditions, and restrictions applicable to any Future Development Tract conveyed to it, as set forth in the

Declaration, including, without limitation and as appropriate, covenants, conditions, or restrictions with respect to pedestrian trails, fire irrigation systems, and storm sewers. In the event the grantee permissibly converts a Future Development Tract into Lots, that grantee or the subsequent owner of the Lots shall observe, and be bound by, all of the covenants, conditions, and restrictions applicable to the Lots, as set forth in the Declaration."

II. AMENDMENTS TO THE FIRST DECLARATION OF ANNEXATION

Pursuant to Section 8.1 of the First Declaration of Annexation, the First Declaration of Annexation is hereby amended as follows:

1. Assessments. Article 6 of the First Declaration of Annexation is amended to read as follows in its entirety:

"6.1 Terms of Original Declaration. The Annexed Lots shall be subject to assessment in the manner and on the terms set forth in the Declaration, as amended by this Amendment, and as subsequently amended.

"6.2 Assessments for Limited Common Areas, Private Sanitary Sewer System, Private Storm Sewer System, and Private Water System. In addition to other assessments provided in the Declaration, as amended by this Amendment and as subsequently amended:

"(a) Each Annexed Lot, together with all other Lots other than Lots 1 through 15, Ridgeview, shall be assessed an amount determined by dividing (i) the amount of the annual budget established by the Association pursuant to Section 10.1 of the Declaration (as amended by this Amendment) with respect to the maintenance, repair, replacement and reserve or contingency requirements applicable to the Limited Common Elements and the Private Storm Sewer System by (ii) the number of such Lots. Declarant shall establish an account for such assessments, and all assessments collected pursuant to this Section 6.2(a) shall be deposited into such account. The funds held in such account shall be used exclusively for the maintenance, repair and replacement of the Limited Common Areas and Private Storm Sewer System and for no other purpose unless the Owners of all Annexed Lots and all other Lots (other than Lots 1 through 15, Ridgeview) shall consent in writing thereto.

"(b) Each Annexed Lot included in an Assessment Group shown on the attached Exhibit B-1 shall be

assessed an amount determined by dividing (i) the amount of the annual budget established by the Association pursuant to Section 10.1 of the Declaration (as amended by this Amendment) with respect to the maintenance, repair, replacement and reserve or contingency requirements for the Private Sanitary Sewer System applicable to that Assessment Group by (ii) the number of all Lots included in that Assessment Group. Declarant shall establish an account for each such Assessment Group, and all assessments collected pursuant to this Section 6.2(b) shall be deposited into such account. The funds held in such account shall be used exclusively for the maintenance, repair and replacement of the Private Sanitary Sewer System pertaining to that Assessment Group and for no other purpose unless the Owners of all Lots included in that Assessment Group shall consent in writing thereto.

"6.3 Exhibit B-1. Exhibit B to this Declaration is hereby supplemented and replaced by the attached Exhibit B-1, which contains both the Assessment Groups in Ridgeview and the Assessment Groups in Ridgeview No. 2. Exhibit B-1 replaces and supersedes in its entirety Exhibit B attached to the First Declaration of Annexation."

III. PROVISIONS APPLICABLE TO THE ORIGINAL DECLARATION AND THE FIRST DECLARATION OF ANNEXATION

1. Effect of Amendment. Except as expressly provided in this Amendment, each of the Declaration and the First Declaration of Annexation remains unamended and in full force and effect.
2. Certification. This Amendment has been approved in the manner required in the Declaration and First Declaration of Annexation.

IN WITNESS WHEREOF, Declarant has executed this Amendment on this 21 day of OCTOBER, 1998.

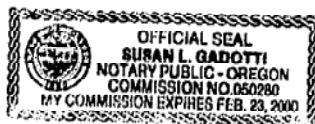
WESTWIL DEVELOPMENT CO., L.L.C., an
Oregon limited liability company

By: [Signature]

Its: MEMBER

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on this 21st day of October, 1998, by Westwil Development Co., L.L.C., an Oregon limited liability company, on behalf of the limited liability company.



Suran L. Gadotti
Notary Public for Oregon
My Commission Expires: 2/23/00

EXHIBIT B

Assessment Groups

<u>Assessment Group No.</u>	<u>Areas Affected</u>	<u>Lots Benefited</u>
1	Tract B (sanitary sewer)	19
2	Tract C (sanitary sewer)	21
3	Tract D (sanitary sewer)	24
4	Tract E (sanitary sewer)	25
5	Tract F (sanitary sewer)	28
6	Tract G (sanitary sewer)	29

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EXHIBIT D-1

Assessment Groups

<u>Assessment Group No.</u>	<u>Areas Affected</u>	<u>Lots Benefited</u>
1	Tract B (sanitary sewer)	19
2	Tract C (sanitary sewer)	21
3	Tract D (sanitary sewer)	24
4	Tract E (sanitary sewer)	25
5	Tract F (sanitary sewer)	28
6	Tract G (sanitary sewer)	29
7	Lots 33 and 34 (sanitary sewer)	32
8	Tract O (sanitary sewer)	46

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