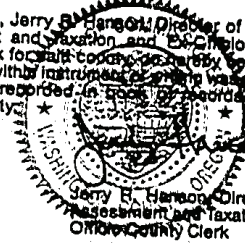


OCT 30 1996

20th
8:00

STATE OF OREGON }
County of Washington } SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Multnomah County Clerk for said county, hereby certify that the within instrument of writing was received and recorded in Book 174538 of said county.



Jerry R. Hanson, Director of Assessment and Taxation, Multnomah County Clerk

Doc : 96097302
Rect: 174538 28.00
10/30/1996 09:43:14am

AMENDMENT NO. 1
TO
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR EDGEFIELD

AFTER RECORDING RETURN TO:

Edgefield Partners
22651 NW West Union Road
Hillsboro, OR 97124

1-4



OCT 30 1996

AMENDMENT NO. 1
TO
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR EDGEFIELD

EDGEFIELD PARTNERS and its individual members, SUSAN J. RAE; CURTIS TRENT and GRACE TRENT, husband and wife; and EUGENE O. ZURBRUGG and LAUNA L. ZURBRUGG, husband and wife, being the DECLARANT under the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR EDGEFIELD dated April 8, 1996, and recorded April 16, 1996 as Document Number 96033287 in Book of Records of Washington County, Oregon, hereby amends Section 4.6 of DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR EDGEFIELD as follows:

Section 4.6 shall be amended by the insertion of a new and additional paragraph as follows:

4.6 Landscaping. All front yard landscaping must be completed within six months from the date of occupancy of the Living Unit constructed thereon. Landscaping shall include installation of a property line sidewalk and street trees, as specified by the City of Hillsboro prior to occupancy. In the event of undue hardship due to extraordinary weather conditions, this period may be extended for a reasonable length of time upon written approval of the Architectural Control Committee and the City of Hillsboro. Landscape completion shall also include provisions for adequate roof and surface water drainage to prevent unreasonable discharge onto adjoining Lots. This requirement may be enforced by the City of Hillsboro.

The developer shall install the Landscaping, as approved by the City of Hillsboro, along the N.E. Evergreen Road right-of-way. The Landscaping shall be

maintained by the Owner's Association in its original design and condition. This requirement may be enforced by the City of Hillsboro.

The developer shall install the Landscaping, as approved by the City of Hillsboro, along the N.E. 15th Avenue right-of-way. The Landscaping shall be maintained by the Owner's Association in its original design and condition. This requirement may be enforced by the City of Hillsboro.

All other sections of the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR EDGEFIELD are hereby affirmed and ratified by the Declarant, Edgefield Partners.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this 28 day of August, 1996.

By Susan J. Rae
Susan J. Rae

Curtis Trent
Curtis Trent
by Susan J. Rae, Attorney in Fact

Grace Trent
Grace Trent
by Susan J. Rae, Attorney in Fact

Eugene O. Zurbrugg
Eugene O. Zurbrugg

Launa L. Zurbrugg
Launa L. Zurbrugg

STATE OF OREGON)
)ss.
County of Washington)

Personally appeared the above-named Susan J. Rae, Eugene Zurbrugg, and Launa L. Zurbrugg and acknowledged the foregoing instrument to be their voluntary act and deed. Before me: 8/28, 1996



Kellie S. Dotter
Notary Public for Oregon
My commission expires: 12/20/96

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//

OCT 30 1996

STATE OF OREGON)
County of Washington)ss.

8/28, 1996

Personally appeared Susan J. Rae who, being duly sworn, did say that she is the attorney in fact for Curtis Trent and Grace Trent and that she executed the foregoing instrument by authority of and in behalf of said principals; and she acknowledged said instrument to be the act and deed of said principals.
Before me:



Kellie S. Dotter
Notary Public for Oregon
My commission expires: 12/20/96

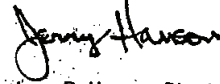
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15815 EN

STATE OF OREGON }
County of Washington } SS

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



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

Doc : 98036297.1
Rect: 206536 28.00
04/10/1998 08:53:53am

AMENDMENT NO. 2
TO
DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR EDGEFIELD

AFTER RECORDING RETURN TO:

Edgefield Partners
22651 NW West Union Road
Hillsboro, OR 97124

1-3

AMENDMENT NO. 2
TO
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR EDGEFIELD

EDGEFIELD PARTNERS and its individual members, SUSAN J. RAE; CURTIS TRENT and GRACE TRENT, husband and wife; and EUGENE O. ZURBRUGG and LAUNA L. ZURBRUGG, husband and wife, being the DECLARANT under the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EDGEFIELD dated April 8, 1996, and recorded April 16, 1996 as Document No. 96033287 in Book of Records of Washington County, Oregon, as amended by AMENDMENT NO. 1 TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EDGEFIELD dated August 28, 1996, and recorded October 30, 1996, as Document No. 96097302 in Book of Records of Washington County, Oregon, hereby amends Section 1.7, Section 4.3, and Section 5 of DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EDGEFIELD as follows:

Section 1.7 shall be amended by the insertion of a new paragraph as follows:

1.7 "Duplex" means a building containing two living units on one lot. "Duplex Parcel" shall mean Lots 47 to 52, Lots 54 to 69, Lot 87, Lot 88, and Lot 100.

Section 4.3 shall be amended by the insertion of a new paragraph as follows:

4.3 Duplex Restriction. Duplex buildings are allowed only on Lots 47 to 52, Lots 54 to 69, Lot 87, Lot 88, and Lot 100. Regardless of City zoning, the remaining lots, except Lot 53, are restricted to single-family detached living units.

Section 5 shall be amended by the addition of the following EASEMENT AND ADDITIONAL PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EDGEFIELD Duplex and Duplex Parcel:

The unit owner(s) of a duplex or a duplex parcel in Edgefield Subdivision, Hillsboro, Washington County, Oregon hereby agrees as follows:

Each owner is desirous of having some agreements concerning easements for and rules relating to the exterior maintenance of said duplex structures.

The owner(s) of such duplex lots therefore agree for themselves and to impose permanent, exclusive easements and covenants, conditions, and restrictions in addition to the covenants, conditions, and restrictions which apply to the subdivision as a whole on their duplex lots.

1. In the event that adjoining unit owners cannot agree on the necessity for, the nature of, the color, brand or quality of, or the contractor to do the work on exterior maintenance, they shall submit the dispute for resolution to the Architectural Control Committee of the Owner's Association of the Edgefield Subdivision. In the event the above Architectural Control Committee is unwilling or unable to resolve said dispute, the parties shall agree on an arbitrator. If the parties are unable to so agree, the Presiding Judge of the Washington County Circuit Court shall designate an arbitrator. The Architectural Control Committee or the arbitrator will provide each party with reasonable notice and an

opportunity to be heard consistent with the Bylaws of the Owner's Association of the Edgfield Subdivision, but the decision of the Architectural Control Committee or the arbitrator will be final and non-appealable.

2. That each unit owner grants the exclusive right of access to the adjoining unit owner as is necessary for the installation, maintenance, and repair of the exterior of the duplex, provided, however, that the repairing owner shall be responsible for the reasonable restoration of the property to its prior condition necessitated by damage due to such installation, maintenance, and repair.

3. If one unit owner fails to pay his share of the cost of the maintenance and repair within thirty (30) days of its due date, the other unit owner may advance the unpaid cost of maintenance and repair. The advance together with interest at the rate of nine percent (9%) per annum is payable on demand. The advance shall be a lien on the nonpaying unit owner's property. If the nonpaying owner is contesting the validity or amount of the cost of maintenance, the non-paying owner shall provide a bond or other surety acceptable to the paying owner that protects the non-paying owner and the property from collection for the unpaid balance.

All other sections of the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EDGEFIELD are hereby affirmed and ratified by the Declarant, Edgfield Partners.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this 9 day of April, 1998.

By Susan J. Rae
Susan J. Rae

Curtis Trent by Susan J. Rae
Curtis Trent Attorney in Fact
by Susan J. Rae, Attorney in Fact

Grace Trent by Susan J. Rae
Grace Trent Attorney in Fact
by Susan J. Rae, Attorney in Fact

Eugene Zurbrugg
Eugene Zurbrugg

Launa L. Zurbrugg
Launa L. Zurbrugg

STATE OF OREGON)
) ss.
County of Washington)

On this 9 day of April, 1998 personally appeared the above-named Susan J. Rae, Eugene Zurbrugg, and Launa L. Zurbrugg and acknowledged the foregoing instrument to be their voluntary act and deed before me.



Kellie S. Dotter
Notary Public for Oregon
My commission expires: 12/20/00

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FORM No. 159—ACKNOWLEDGMENT BY ATTORNEY-IN-FACT.

STATE OF OREGON,)
County of Washington) ss.

On this the 9 day of April, 1998 personally appeared
Susan J. Rae,
who, being duly sworn (or affirmed), did say that she is the attorney in fact for
Curtis Trent and Grace Trent and
that she executed the foregoing instrument by authority of and in behalf of said principals and she acknowledged said instrument to be the act and deed of said principals.



Before me:
Kellie S. Dotter
(Signature)
Exam. Officer
(Title of Officer)

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