

**GRENELEFE**



17355 SW BOONES FERRY RD.  
LAKE OSWEGO, OR, 97035  
(503) 635-3618



SCALE: 1"=50'

A Planned Development

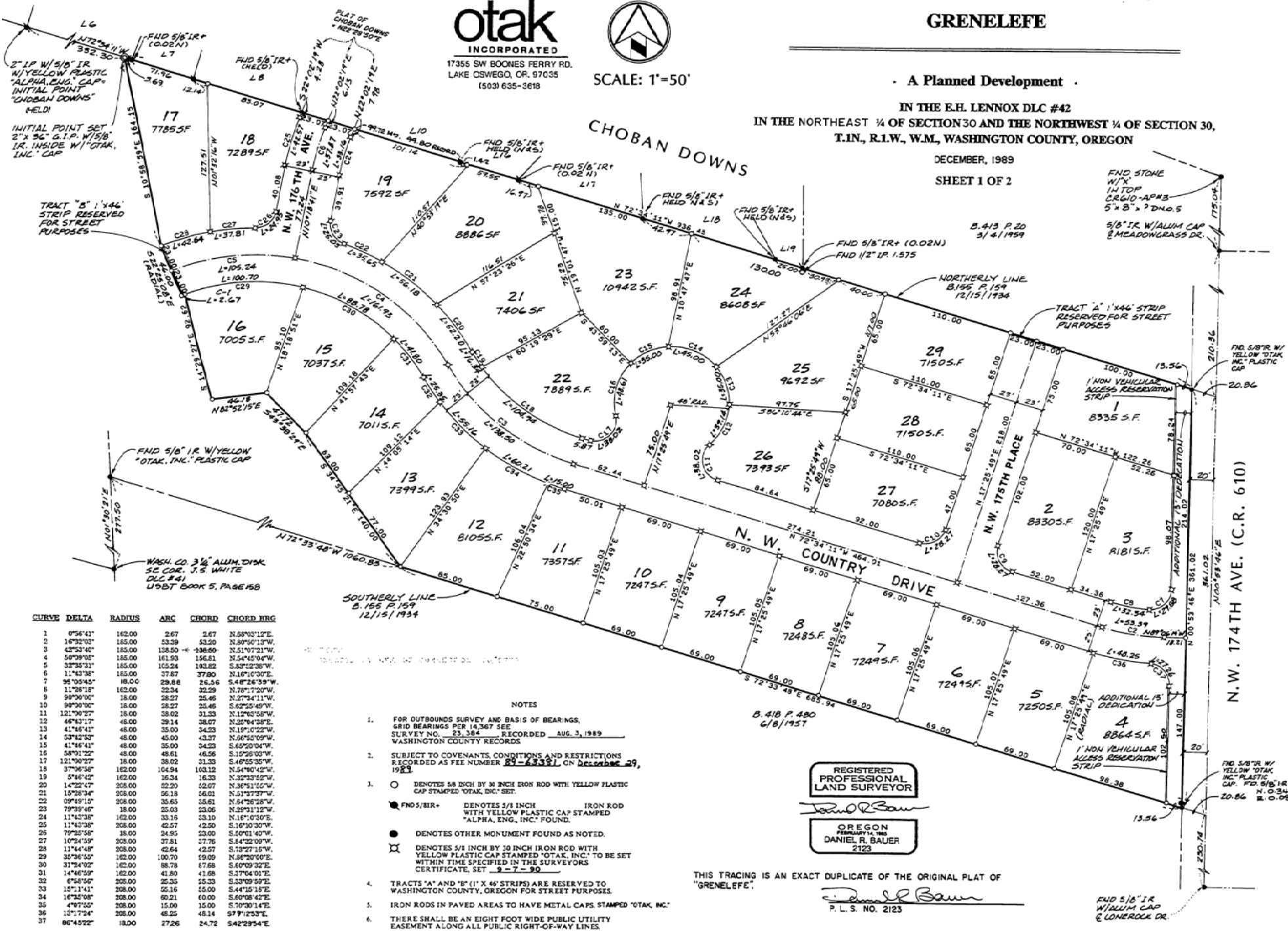
IN THE E.H. LENNOX DLC #42  
IN THE NORTHEAST 1/4 OF SECTION 30 AND THE NORTHWEST 1/4 OF SECTION 30,  
T.1N., R.1W., W.M., WASHINGTON COUNTY, OREGON

DECEMBER, 1989

SHEET 1 OF 2

B.413 P.20  
3/4/1959

FIND STONE  
W/ X  
1" TOP  
2.5" D - AP#3  
5' x 8' x 2" D#0.5  
5/8" IR. W/ ALUM CAP  
& MEADOWGRASS DR.



CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEG.
1	0°56'41"	162.00	2.67	2.67	N.88°03'12"E
2	1°09'30"	165.00	5.39	5.39	N.89°40'13"W
3	4°25'40"	165.00	13.50	13.50	N.51°07'11"W
4	5°09'00"	165.00	16.61	16.61	N.54°43'04"W
5	3°28'31"	165.00	10.54	10.54	S.83°22'36"W
6	1°43'38"	165.00	3.78	3.78	N.16°10'30"E
7	9°59'45"	162.00	29.68	26.56	S.48°26'59"W
8	1°20'18"	162.00	2.94	2.92	N.78°17'00"W
9	9°09'00"	16.00	28.27	25.46	N.27°34'11"W
10	9°09'00"	16.00	28.27	25.46	S.62°25'49"W
11	12°19'27"	16.00	38.02	31.33	N.12°40'38"W
12	4°43'17"	45.00	29.14	38.07	N.28°45'08"E
13	4°14'41"	45.00	35.00	34.23	N.19°10'22"W
14	5°42'53"	45.00	45.00	43.37	N.66°55'09"W
15	4°14'41"	45.00	35.00	34.23	S.62°20'04"W
16	5°09'00"	162.00	46.61	46.56	S.12°20'00"W
17	12°19'07"	16.00	38.02	31.33	S.46°25'35"W
18	3°06'58"	162.00	10.49	10.12	N.54°00'42"W
19	5°46'42"	162.00	16.34	16.33	N.32°43'42"W
20	14°22'47"	205.00	42.07	42.07	N.38°12'54"W
21	15°28'34"	205.00	56.13	56.01	N.51°17'27"W
22	09°49'15"	205.00	35.65	35.61	N.64°26'28"W
23	7°59'46"	18.00	25.03	25.01	N.29°11'27"W
24	11°45'38"	162.00	35.15	35.16	N.18°07'07"E
25	11°45'38"	205.00	42.07	42.50	S.18°10'30"W
26	7°52'58"	18.00	24.95	23.00	S.60°01'40"W
27	10°24'59"	205.00	37.81	37.76	S.84°32'00"W
28	11°44'48"	205.00	42.64	42.57	S.32°27'15"W
29	32°36'55"	162.00	100.70	100.00	N.88°00'00"E
30	31°24'02"	162.00	88.78	87.68	S.60°09'32"E
31	14°46'59"	162.00	41.80	41.68	S.37°04'01"E
32	6°58'56"	205.00	25.36	25.33	S.63°09'59"E
33	15°11'41"	205.00	52.16	51.00	S.44°18'17"E
34	16°32'08"	205.00	60.21	60.00	S.60°08'42"E
35	4°07'55"	205.00	15.00	15.00	S.70°30'14"E
36	13°17'24"	205.00	48.25	48.14	S.71°23'27"E
37	06°45'22"	18.00	27.26	24.72	S.42°29'54"E

- NOTES
- FOR OUTDOORS SURVEY AND BASIS OF BEARINGS, GRID BEARINGS PER 14.367 SEE SURVEY NO. 25.384 RECORDED AUG. 3, 1989 WASHINGTON COUNTY RECORDS.
  - SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS FILE NUMBER 89-63338, ON December 29, 1983.
  - DENOTES 5/8 INCH BY 1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "OTAK, INC." SET.
    - DENOTES 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "ALPHA, ENG., INC." FOUND.
    - DENOTES OTHER MONUMENT FOUND AS NOTED.
    - ⊗ DENOTES 5/8 INCH BY 1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "OTAK, INC." TO BE SET WITHIN TIME SPECIFIED IN THE SURVEYORS CERTIFICATE, SET 9-7-90.
  - TRACTS "A" AND "B" (1" X 46' STRIPS) ARE RESERVED TO WASHINGTON COUNTY, OREGON FOR STREET PURPOSES.
  - IRON RODS IN PAVED AREAS TO HAVE METAL CAPS STAMPED "OTAK, INC."
  - THERE SHALL BE AN EIGHT FOOT WIDE PUBLIC UTILITY EASEMENT ALONG ALL PUBLIC RIGHT-OF-WAY LINES.

REGISTERED PROFESSIONAL LAND SURVEYOR

*Daniel R. Bauer*

OREGON  
FEBRUARY 14, 1983  
DANIEL R. BAUER  
2123

THIS TRACING IS AN EXACT DUPLICATE OF THE ORIGINAL PLAT OF "GRENELEFE".

*Daniel R. Bauer*  
P.L.S. NO. 2123

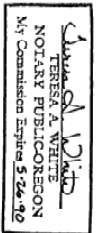
SURVEYOR'S CERTIFICATE

I, DANIEL R. BAUER, BEING FIRST DULY SWORN, DO DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH POOPER MONUMENTS THE LANDS REPRESENTED ON THE ANNEXED MAP OF GREENLEAF, AND THAT AT LINE 214 OF SAID SURVEY I SET A GALVANIZED IRON PIPE 3/8 INCHES SAID INITIAL POINT BEING S 22° 34' 11" E 322.30 FEET FROM THE SOUTHWEST CORNER OF "CHICKEN DOWNS", A DILLY RECORDED PLAC IN WASHINGTON COUNTY, OREGON, FROM SAID INITIAL POINT I RAN S 17° 33' 37" E 164.15 FEET, THENCE S 22° 05' 46.00" E 162.00 FEET, THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RADII POINT OF WHICH BEARS S 22° 34' 11" E 322.30 FEET THROUGH A POINT OF INTERSECTION OF SAID SURVEY WITH THE NORTH LINE OF THE N 83° 34' 12" E 287 FEET, THENCE S 14° 27' 17" E 208 FEET, THENCE N 83° 34' 12" E 41.8 FEET, THENCE S 43° 39' 29" E 47.2 FEET, THENCE S 44° 55' 21" E 146.00 FEET TO A POINT ON THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 16 PAGE 104, RECORDED DECEMBER 14, 1934 IN THE WASHINGTON COUNTY DEED RECORDS, THENCE S 77° 34' 45" E 68.54 FEET TO THE CENTERLINE OF N.W. 1/4 CH. 1 VINTAGE COUNTY PLAC, (CORNER TO THE N 83° 34' 12" E 287 FEET, VINTAGE COUNTY PLAC, AND N 83° 34' 12" E 41.8 FEET), PARALLEL TO SAID CENTERLINE OF N.W. 1/4 CH. 1 VINTAGE COUNTY PLAC, TO SAID POINT ON THE NORTH LINE OF SAID BOOK 16 PAGE 104 TRACT, THENCE N 72° 34' 11" W ALONG SAID NORTH LINE AND A PORTION OF THE SOUTH LINE OF THE PLAC OF SAID "CHICKEN DOWNS" 366.48 FEET TO THE POINT OF BEGINNING.

CONTAINS 29,448 SQUARE FEET (6.74 ACRES).

AS PER O.R.S. §20720, I, DANIEL R. BAUER, ALSO SAY THE POST-MONUMENTATION OF THE INTERIOR MONUMENTS WITHIN THIS PLANNED DEVELOPMENT SHALL BE COMPLETED WITHIN SIX MONTHS FROM THE DATE FOLLOWING THE COMPLETION OF THE IMPROVEMENTS, OR WITHIN ONE YEAR FOLLOWING THE ORIGINAL PLAN RECORDATEION, WHICHEVER COMES FIRST IN ACCORDANCE WITH O.R.S. §2066.

Daniel R. Bauer  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2122  
SUBSCRIBED AND SWORN BEFORE ME THIS 30th DAY OF October 1988.



INTERIOR CORNER MONUMENTATION  
IN ACCORDANCE WITH O.R.S. §20710, THE INTERIOR CORNERS OF THIS SUBDIVISION HAVE BEEN CORRECTLY SET WITH PROPER MONUMENTS. AN AFFIDAVIT HAS BEEN PREPARED REGARDING THE SETTING OF SAID MONUMENTS AND IS RECORDED IN FEE NO. 30/57789 WASHINGTON COUNTY DEED RECORDS.

Daniel R. Bauer  
WASHINGTON COUNTY SURVEYOR

ACKNOWLEDGEMENT

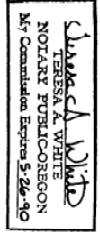
KNOW ALL MEN BY THESE PRESENTS THAT DUNCAN CORPORATION, AN OREGON CORPORATION, DOES HEREBY MAKE, SIGNIFY AND DECLARE THE ANNEXED SURVEYOR'S CERTIFICATE AND DECLARATION TO BE A TRUE AND CORRECT STATEMENT OF THE DIMENSIONS SHOWN AND PLACED AS FIELD WAS REVIEWED, ALL STREETS AS SHOWN ON SAID MAP THERE ARE NO EVIDENT DISCREPANCIES OR DISCREPANCIES IN THE DIMENSIONS SHOWN ON SAID MAP TO WASHINGTON COUNTY.

Michael K. Duncon  
DUNCAN CORPORATION  
MICHAEL K. DUNCON, PRESIDENT

ACKNOWLEDGEMENT

STATE OF OREGON )  
COUNTY OF WASHINGTON )

THIS IS TO CERTIFY THAT ON THIS 30th DAY OF October, 1988, BEFORE ME, DANIEL R. BAUER, A REGISTERED PROFESSIONAL LAND SURVEYOR, APPEARED MICHAEL K. DUNCON, WHO BEING FIRST DULY SWORN, DID DECLARE THAT HE IS THE IDENTICAL PERSON NAMED IN AND DESCRIBED IN THE FOREGOING INSTRUMENT AND THIS THE CERTIFICATE HEREIN, AND HE DID DECLARE THE ACT OF AFFIXING HIS SIGNATURE TO THE SAID INSTRUMENT TO BE THE FREE AND WILLFUL ACT AND DEED OF SAID CORPORATION.



STATE OF OREGON )  
COUNTY OF WASHINGTON )

I DO HEREBY CERTIFY THAT THE ATTACHED PLAT WAS RECEIVED FOR RECORDING ON THE 29th DAY OF Dec. 1988 AT 9:44 O'CLOCK A.M. AND RECORDED ON PAGES 104-105 IN BOOK 71 OF THE RECORD OF PLATS OF SAID COUNTY.

DIRECTOR OF ASSESSMENT AND TAXATION  
EMOFFICIO COUNTY CLERK  
BY Theresa M. White, DEPUTY

STATE OF OREGON )  
COUNTY OF WASHINGTON )

I DO HEREBY CERTIFY THAT I HAVE COMPARED THE WITHIN PLAT WITH THE ORIGINAL THEREOF, THAT THE SAME IS A TRUE, FAIR AND CORRECT TRANSCRIPT THEREOF AND THE WHOLE THEREOF AS THE SAME APPEARS OF RECORD IN THE PLAT BOOK 71 PAGES 104-105.

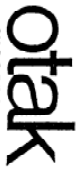
DIRECTOR OF ASSESSMENT AND TAXATION  
EMOFFICIO COUNTY CLERK  
BY Theresa M. White, DEPUTY

GREENLEAF Book 71 Page 45

A Planned Development

IN THE E.H. LENNOX DLG #42  
IN THE NORTHEAST 1/4 OF SECTION 30 AND THE NORTHWEST 1/4 OF SECTION 30 T.1N, R.1W, W.M., WASHINGTON COUNTY, OREGON

DECEMBER 1989  
SHEET 2 OF 2



17355 SW BOONES FERRY RD  
LAKE OSWEGO, OR 97035  
(503) 835-3618

APPROVALS

APPROVED THIS 14th DAY OF DECEMBER 1989  
DIRECTOR OF LAND USE AND TRANSPORTATION:  
WASHINGTON COUNTY, OREGON  
By Janet Curtis

APPROVED THIS 29th DAY OF December 1989  
WASHINGTON COUNTY SURVEYOR  
By Daniel R. Bauer

APPROVED THIS 21st DAY OF December 1989  
WASHINGTON COUNTY HEALTH DEPARTMENT  
By W.H.M.L.

APPROVED THIS 29th DAY OF DECEMBER 1989  
DIRECTOR OF ASSESSMENT AND TAXATION:  
WASHINGTON COUNTY, OREGON (COUNTY ASSESSOR)  
By Paul A. Johnson

APPROVED THIS 19th DAY OF DECEMBER 1989  
BOARD OF COUNTY COMMISSIONERS:  
WASHINGTON COUNTY, OREGON  
By Don Or Helgerson

By Don Or Helgerson  
By Dennis C. Hays



APPROVED THIS 29th DAY OF December 1989  
DIRECTOR OF ASSESSMENT AND TAXATION:  
WASHINGTON COUNTY, OREGON (EMOFFICIO COUNTY CLERK)  
By Theresa M. White

THIS TRACING IS AN EXACT DUPLICATE OF THE ORIGINAL PLAT OF GREENLEAF.

Daniel R. Bauer  
P.L.S. NO. 2122

DEC 29 1989

4500  
CT 10

89-63381  
Washington County

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS  
GRENELEFE ESTATES SUBDIVISION  
WASHINGTON COUNTY, OREGON

THIS DECLARATION made on the date hereinafter set forth by the undersigned:

WHEREAS, the undersigned is the owner of that certain real property in the County of Washington, State of Oregon, hereinafter referred to as "said property," more particularly described as follows:

Grenelefe Estates Subdivision, as platted in Book 71, Pages 44&45, Plat Records of Washington County, Oregon.

~~A copy of Said plat is attached as Exhibit "A" hereto and made a part hereof.~~

NOW, THEREFORE, the undersigned hereby declare that all of said property is and shall be held, sold and conveyed upon and subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, livability and aesthetic quality of said property. These conditions, covenants, restrictions, reservations, and easements constitute covenants to run with the land and shall be binding upon all present and future owners of the property of and interest therein:

I. DEFINITIONS:

The following words when used in the Declaration shall have the following meanings:

A. "Said Property" shall mean and refer to the certain real property hereinbefore described.

B. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of said property and to any parcel of said property under one ownership consisting of a portion of one or more of such lots and/or contiguous portions of two or more contiguous lots and upon which a dwelling has been constructed or occupied.

C. "Owner" shall mean and refer to the record owner (including contract sellers), whether one or more persons or entities, of all or any part of said property, excluding those having such interest merely as security for the performance of an obligation.

CHICAGO

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D. "Building Site" shall mean and refer to a lot, or to any parcel of said property under one ownership which consists of a portion of one of such lots or contiguous portions of two or more contiguous lots if a building is constructed thereon.

E. "Dwelling Unit" shall mean and refer to that portion of any structure intended to be occupied by one family as a dwelling under applicable zoning and building laws and restrictions.

F. "Set Back" means the minimum distance between the dwelling unit or other structure referred to and given street or road or lot line.

G. "Declarant" shall mean and refer to Duncan Development Corporation.

## II. USE OF LAND

No building or structure shall be created, constructed, maintained or permitted upon said property except upon a building site as hereinabove defined, and no building or structure shall be erected, constructed, maintained or permitted on a building site other than a single detached dwelling unit, except that appurtenances to any dwelling unit, such as private garages, garden houses or similar structures, architecturally in harmony therewith, and a permanent construction, may be erected within the building limits hereinafter set fourth.

## III. BUILDING COMPLETION

All building shall be completed and painted within six months from the time construction thereof is commenced.

## IV. ARCHITECTURAL CONTROL

A. No building, including incidental out buildings, structure, improvement, obstruction, ornament, fence, wall, hedge, or landscaping shall be erected, placed or altered on said property, until the construction plans, specifications and plans showing location of structure and location of any trees to be removed have been approved by the Architectural Control Committee to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation and view obstruction and conformance to the approved grading and drainage plan. The building plans to be submitted shall consist of one complete set of plans and specifications in the usual form showing insofar as appropriate, (1) the size and dimensions of the improvements, (2) the exterior design (3) approximate exterior color scheme, (4) location of improvements on the lot, including driveway, parking areas, and (5) location of existing trees to be removed. These plans and specifications shall be left with the Committee until

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60 days after notice of completion has been received by the Committee. This is for the purpose of determining whether, after an inspection by the Committee, the improvement complies substantially with the plans and specifications submitted. In the event that the Committee shall determine that such improvements do not comply with such plans and specifications, it shall notify the property owners in writing within the 60 day period, whereupon the property owner shall, within a reasonable time either remove such improvements or alter it so that it will comply with such plans and specifications.

B. The initial membership of the Committee shall be: Mike Duncan, Don Jones and Gary Taylor. Signatures of any two of the above constitutes Architectural Control Committee approval.

C. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member or members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, two-thirds of the then record owners of the lots shall have the power by a duly recorded written instrument to change the membership of the Committee or withdraw from the Committee or restore to it any of its powers and duties.

D. The Committee's approval or disapproval as required in these covenants, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, it shall be presumed that approval has been given and the related covenants shall be deemed to have been fully complied with.

E. Declarant, or their successors, assume no responsibility by virtue of approving any plan for the improvement, construction or alteration of any structure hereunder.

F. It shall be the desire and intent of declarant to prevent adjacent houses from being constructed alike, such that from exterior style, floor plan, etc., said property would acquire a "tract" appearance.

G. It shall be the duty of the owner or occupant of any building site to maintain in proper condition the area between the property line of said building site and the nearest curb or improved street, including public sidewalks within said area.

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#### V. DWELLING UNIT CONSTRUCTION

A. No building may be erected on any of the said building sites unless it contains a minimum of 1750 square feet of floor area, exclusive of open porches, garages, garden houses and other appurtenances. In the case of a two-story dwelling, the lower or ground level shall not be less than 1000 square feet, with a minimum total square footage of 1950 square feet.

B. Front elevation shall include brick trim features acceptable to the Architectural Control Committee. Exterior walls shall be of double wall construction with siding such as cedar, spruce, redwood or materials approved by the Architectural Control Committee. Exterior stain or paint colors shall be approved by the Architectural Control Committee. Windows shall be of wood, solid vinyl, vinyl clad, or anodized metal frame construction. All dwelling units shall have a double car garage or larger. Roofing shall be of wood shake or shingle, tile, or a reasonable substitute acceptable to the Architectural Control Committee. All flashing must be painted. All chimneys must be constructed of brick or other masonry materials acceptable to the Architectural Control Committee.

C. Set back distances are as follows:

FRONT:	20 feet minimum to garage 15 feet minimum to house
SIDE:	5 feet minimum from property line to building line
REAR:	15 feet minimum from property line to building line
CORNER SIDES:	10 feet minimum from building line to lot line on corner lots

#### VI. EXISTING TREES

Every attempt shall be made to preserve existing trees. No tree of diameter greater than a six inch base may be removed without approval of the Architectural Control Committee.

#### VII. HEDGES, FENCES AND WALLS

A. No shrub, trees or bushes shall be allowed to grow to a height which unduly restricts the view from adjoining property and the Architectural Control Committee, at its discretion, after an investigation, may require any offending shrub, tree or bush to be pruned, trimmed or removed.

B. Fences shall be consistent with the Fence Design Plan attached hereto, marked Exhibit B and incorporated as part of this Declaration of Conditions, Covenants and Restrictions for

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Grenelefe Estates Subdivision. Quality of fence installation workmanship must be acceptable to all. Fences are to remain natural wood color. No fences shall be stained or painted.

C. No hedge, fence hedge wall, boundary wall, retaining wall or similar structure shall be erected or maintained between any front set back line of any building site and any street line serving as a boundary line for such building site, unless approval of the Committee as to material, form, size and color is first obtained.

#### VIII. LANDSCAPING

All front yard landscaping must be completed within six months from the date of completion of the residence constructed thereon. All front yard landscaping must include two deciduous trees two inches in diameter at the base.

#### IX. SIDEWALKS

Purchaser of building sites shall install, at purchaser's cost, concrete sidewalks to county standards along front property lines, and side property lines in the case of corner lots, and concrete driveways from the edge of the finished surface of the county street to the property line and then concrete to connect with the paved surface of the floor of the garage.

#### X. EASEMENTS

Said property shall be subject to mutual and reciprocal easements as shown on recorded plat.

#### XI. PROPERTY USE RESTRICTIONS

A. Unless written approval is first obtained from the Architectural Control Committee, no sign of any kind shall be displayed to public view on any building or dwelling unit on said property except one professional sign of not more than five square feet advertising the property for sale or rent, or a sign used by the builder to advertise the property during the construction and sales period. If a property is sold or rented, any sign relating thereto shall be removed immediately, except that the builder or its agent may post a "sold" sign for a reasonable period following a sale.

B. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except dogs, cats or other household pets provided that such household pets

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are not kept, bred or maintained for any commercial purpose or do not become a nuisance.

C. No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be screened from public view.

D. No noxious or offensive activity or noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.

E. No trailer, camper-truck, tent, garage, barn, shack, or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said property.

F. No boats, trailers, trucks (except pickups), campers or truck-campers and like equipment, or junk cars or other unsightly vehicles shall be allowed on any part of said property nor on public ways adjacent thereto, excepting only within the confines of an enclosed garage or other screened enclosure, and no portion of same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written approval by the Architectural Control Committee. All other parking of equipment shall be prohibited except as approved by the Architectural Control Committee.

G. No exterior antennas or aerials shall be permitted unless required for reception, and then only if approved by the Architectural Control Committee. Satellite dish receivers must be approved by the Architectural Control Committee as to size, location, color, and site screening.

H. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure, supporting said outdoor overhead wires, shall be erected, placed or maintained within said property. All purchasers of building sites, their heirs, successors and assigns shall use underground service wires to connect their dwelling units to the underground electric or telephone utility facilities.

I. No outbuildings, lean-tos, sheds, pool houses, wood storage facilities, and/or equipment storage facilities shall be constructed upon the lot without prior written approval from the Architectural Control Committee.

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## XII. NOTICE TO ALL PROPERTY OWNERS

Be informed that an existing non-conforming private airplane landing field is presently in use on property immediately south of Grenelefe Estates subdivision.

## XIII. OTHER BUILDINGS

A. A designated real estate company may be granted the right to construct and maintain a sale office upon suitable site on said property during the period of construction and sale of all of the dwelling units to be built in the subdivision.

B. Builders are permitted to erect temporary or portable sheds as tool houses and for other uses common to residential construction and to maintain them until each structure is finished.

## XIV. MAINTENANCE ASSESSMENTS

A. The Architectural Control committee shall maintain or provide for the maintenance and improvement of Open Land within or contiguous to Grenelefe Estates available for the use and benefit of persons residing therein. In this connection, the Architectural Control Committee shall have the authority to make judgments reasonable and necessary in the conduct of these responsibilities.

B. Each owner and each vendee of any Lot, whether or not it shall be so expressed in any deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Architectural Control Committee regular annual or other regular periodic assessments or charges as established by the Architectural Control Committee. The assessments, together with interest thereon and costs of collection thereof, as herein provided, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. In addition to running with the land, and not in lieu of it, each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person or entity who was the Owner of such property at the time such assessment became due. The obligation shall remain a lien upon the Lot until paid or foreclosed, and runs with the land.

C. The maximum regular annual assessment shall be \$200.00 for each Lot subject thereto, unless a higher assessment is approved by a majority of the record owners of lots who return ballots to the Architectural Control Committee.

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D. Annual assessments must be fixed at a uniform rate for all Lots and may be collected on an appropriate basis at the discretion of the Architectural Control Committee. If the Architectural Control Committee has any unused assessments at the end of any fiscal year it may, in its sole discretion, elect to distribute such funds to Lot owners in proportion to the assessments made to the Lots during the same fiscal year.

E. The annual assessments provided for herein shall commence as to all Lots on January 1, 1990. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Architectural Control Committee. The Architectural Control Committee shall, upon demand at any reasonable time, furnish a certificate in writing signed by a member of the Architectural Control Committee setting forth whether the assessments on a specific Lot have been paid. A reasonable charge may be made by the Architectural Control Committee for the issuance of these certificates; such certificates shall be conclusive evidence of payment of any assessment herein stated to have been paid.

F. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall become delinquent and bear interest from the date of delinquency at the rate of 12% per annum. Upon delinquency, and at any time thereafter, the Architectural Control Committee may file in the office of the Director of Records, County Clerk, or appropriate recorder of conveyances of Washington County, Oregon, a statement of the amount of any such charges or assessments, together with interest, which have become delinquent with respect to any Lot. Upon payment in full, the Architectural Control Committee shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessments, together with interest, costs, expenses and reasonable attorney fees for the filing and enforcement thereof, including at trial and appeal, shall constitute a lien on the Lot with respect to which it is fixed, including any improvement thereon, from the date the notice of delinquency thereof is filed in the office of said Director of Records or County Clerk or other appropriate recording office, until the same has been paid or released as herein provided. Such lien may be enforced by any two members of the Architectural Control Committee in the manner provided by law with respect to such obligations and liens upon real property. In addition to and not in lieu of the lien against the real property to which any unpaid assessment relates, the Owner of said Lot at the time said assessment becomes due shall be personally liable for the expenses, costs, disbursements and attorney fees which shall also be secured by said lien. The Owner at the time such assessment is incurred shall also be personally liable for any deficiency remaining unpaid after any foreclosure on the lien.

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DEC 29 1989

XV. DURATION

These conditions, covenants, restrictions, reservations and easements shall be binding upon all parties hereto and all persons claiming under them for a period of 10 years from the date they are recorded, after which time they shall be automatically extended for subsequent period of 10 years unless the owners of said lots, by a majority vote, agree to change said covenants in whole or part.

Invalidation of any one of these covenants by judgment of court order shall in no way effect any of the other covenants, which shall remain in full force and effect.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED THIS 1st DAY OF September 1989.

Duncan Development Corporation  
By: Michael K. Duncan Pres.

FORM No. 24—ACKNOWLEDGMENT—CORPORATION.

STEVENS-HESS LAW FIRM, CO., PORTLAND, ORE.

STATE OF OREGON,

County of Washington } ss.  
before me appeared Michael K. Duncan

On this 1st day of September, 1989,  
both to me personally known, who being

duly sworn, did say that he, the said Michael K. Duncan  
is the President, ~~and authorized~~  
of Duncan Development Corporation  
the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors  
acknowledges said instrument to be the free act and deed of said Corporation.

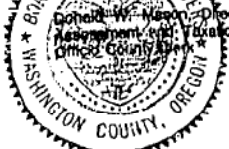
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Rebecca Adams  
Notary Public for Oregon.  
My Commission expires 6/24/90



STATE OF OREGON } ss  
County of Washington

I, Donald W. Mason, Director of Assessment and Taxation and Escheator of Conveyances for said County, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Doc : 89063381  
Rect: 24471  
12/29/1989 09:44:43AM 45.00

JAN 9 1990

88-8

CHICAGO TITLE INSURANCE COMPANY

90-01274  
Washington County

The DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR GRENELEFE ESTATES are hereby amended as follows:

PLEASE ADD EXHIBIT "B" which is mentioned on page 4 of the recorded CC&R's for GRENELEFE ESTATES recording # 89-63381 but was omitted when recorded.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED THIS 4th day of January 1990.

Duncan Development Corporation

BY: Michael K. Duncan Pres.

FORM No. 34—ACKNOWLEDGMENT—CORPORATION.

STEVENS-NESS LAW FIRM, CO., PORTLAND, ORE.

STATE OF OREGON,

County of Washington } ss.  
before me appeared Michael K. Duncan

On this 4th day of January, 19 90.

~~XXXX~~ to me personally known, who being

duly sworn, did say that he, the said Michael K. Duncan

is the President, ~~and XXXXXXX~~

~~XXXXXX~~ of Duncan Development Corporation

the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Michael K. Duncan ~~XXXXXX~~

acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this day and year last above written.

Michael J. Schmitt  
Notary Public for Oregon.  
My Commission expires 6/24/90

CHICAGO TITLE INSURANCE COMPANY OF OREGON HAS RECORDED THIS INSTRUMENT AS AN ACCOMMODATION ONLY AND ASSUMES NO LIABILITY FOR ERRORS OR OMISSIONS HEREIN, NOR DOES CHICAGO TITLE REPRESENT THAT IT WILL CREATE THE ESTATE OR INTEREST IN REAL PROPERTY WHICH IT PURPORTS TO CREATE.

PAGE 1 OF 2

1-2

JAN 9 1990

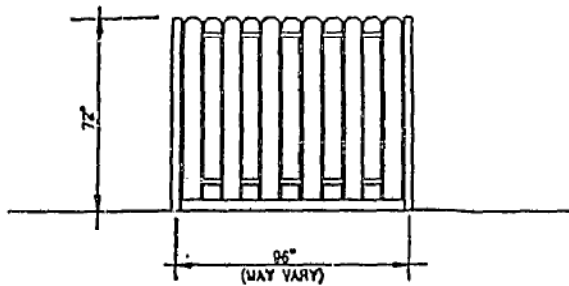
EXHIBIT "B"

TO:

GRENELEFE ESTATES SUBDIVISION

COVENANTS, CONDITIONS AND RESTRICTIONS

YARD PERIMETER FENCING



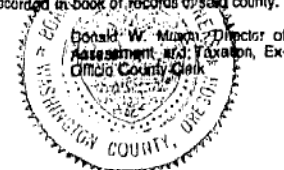
MATERIALS: 1 1/2" #1 CEDAR TIGHT KNOT UPRIGHTS  
4X4 #1 CEDAR POSTS WITH 2X4 CEDAR BRACES  
ALL WOOD MATERIALS ARE TO BE LEFT NATURAL (NO FINISHES APPLIED)

STYLE: "GOOD NEIGHBOR" - BEVELED TOP FINISH

MAINTENANCE: PROPERTY OWNERS ARE TO KEEP FENCING IN GOOD REPAIR.  
BROKEN OR DECAYED FENCING MUST BE BROUGHT UP TO "NEW"  
CONDITION IN A TIMELY MANNER.

STATE OF OREGON }  
County of Washington } SS

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



PAGE 2 of 2

Doc : 90001274  
Rect: 25079 10.00  
01/09/1990 02:57:33PM

2



5 CT

8-1914

90-03560  
Washington County

The DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR GRENELEFE ESTATES SUBDIVISION WASHINGTON COUNTY are hereby amended as follows:

Page 4, Dwelling Unit Construction, Paragraph B.

PLEASE ADD:

All chimneys to be constructed of masonry materials acceptable to the Architectural Control Committee.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED THIS 11th day of January 1990

Duncan Development Corporation  
BY: Michael K. Duncan Pres.

CHICAGO TITLE INSURANCE COMPANY OF OREGON HAS RECORDED THIS INSTRUMENT AS AN ACCOMMODATION ONLY AND ASSUMES NO LIABILITY FOR ERRORS OR OMISSIONS HEREIN, NOR DOES CHICAGO TITLE REPRESENT THAT IT WILL CREATE THE ESTATE OR INTEREST IN REAL PROPERTY WHICH IT PURPORTS TO CREATE.

CHICAGO TITLE INSURANCE COMPANY

FORM No. 24-ACKNOWLEDGMENT-CORPORATION.

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Washington } ss.  
before me appeared Michael K. Duncan

On this 11 day of January, 19 90,

and back to me personally known, who being  
duly sworn, did say that he, the said Michael K. Duncan

is the President, ~~XXXXXXXXXXXX~~ of Duncan Development Corporation  
the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by the authority of its Board of Directors, and Michael K. Duncan  
acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Richard [Signature]*  
Notary Public for Oregon.

My Commission expires 12/24/90

STATE OF OREGON } SS  
County of Washington

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio County Clerk  
WASHINGTON COUNTY, OREGON

Doc : 90003560  
Rect: 25922  
01/23/1990 08:58:47AM 5.00

REC 6 1990

10  
OT

90-66990  
Washington County

INTENDED BY GREGOR TO BE AN ACCOUNT WITH ONLY. NO LIABILITY  
FOR THE VALIDITY,  
CORRECTNESS, OR COMPLETENESS OF THE INFORMATION CONTAINED  
HEREIN.

The DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR  
GRENELEFE ESTATES SUBDIVISION, WASHINGTON COUNTY are hereby  
amended as follows:

Page 4. VII. HEDGES, FENCES AND WALLS, B.

ADD THE FOLLOWING:

Fences shall be consistent with the Fence Design Plans  
attached hereto, marked Exhibits "B" and "C" and incorporated as  
part of this Declaration of Conditions, Covenants and  
Restrictions for Grenelefe Estates subdivision.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT  
TO BE EXECUTED THIS 5th day of December 1990.

Duncan Development Corporation  
BY: [Signature] Pres.

1900.4048 Acco

FORM No. 24—ACKNOWLEDGMENT—CORPORATION. STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON, }  
County of Washington } ss.  
before me appeared Michael K. Duncan On this 5th day of December, 19 90  
and  
Michael K. Duncan both to me personally known, who being  
duly sworn, did say that he, the said Michael K. Duncan  
is the President of Duncan Development Corporation  
~~XXXXXX~~ ~~XXXXXX~~ of Duncan Development Corporation  
the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corpora-  
tion, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board  
of Directors, and and  
acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.



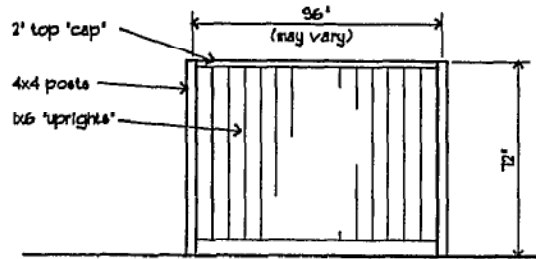
Nicole Adams  
Notary Public for Oregon.  
My Commission expires 6/24/94

1-2

Exhibit "C"

To GRENELEFE ESTATES

Covenants, Conditions and Restrictions



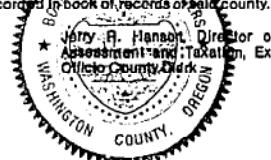
Yard Perimeter Fencing

Materials: tight knot #1 red cedar  
Style: "Total Privacy"

Maintenance: Property owners are to keep fencing in good repair. Broken or decayed fencing must be brought up to new condition in a timely manner.

STATE OF OREGON }  
County of Washington } 88

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



2

Doc : 90066990  
Rect: 45324 10.00  
12/06/1990 02:41:06PM

MAY 30 1991

OREGON TITLE INS. CO. 18904023 ACCO

91027894  
Washington County

RECORDED BY OREGON TITLE AS AN ACKNOWLEDGMENT INSTRUMENT. NO LIABILITY IS ASSUMED FOR THE CONDITION OF THIS INSTRUMENT OR FOR THE VALIDITY, SUFFICIENCY, OR EFFECT OF THIS INSTRUMENT.

The DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR GRENELEFE ESTATES SUBDIVISION, WASHINGTON COUNTY are hereby amended as follows:

Page 4. VII. HEDGES, FENCES AND WALLS, B.

ADD THE FOLLOWING:

Fences shall be consistent with the Fence Design Plans attached hereto, marked Exhibits "B", Amendment to Exhibit "B" and Exhibit "C" and incorporated as part of this Declaration of Conditions, Covenants and Restrictions for Grenelefe Estates subdivision.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED THIS 28th day of May 1991.

Duncan Development Corporation  
By: [Signature] Pres.

FORM No. 34—ACKNOWLEDGMENT—CORPORATION.

STEVENS-HESS LAW PUB. CO., PORTLAND, ORE.

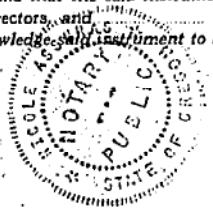
STATE OF OREGON,

County of Washington } ss.  
before me appeared Michael K. Duncan

On this 28th day of May, 19 91

Michael K. Duncan both to me personally known, who being duly sworn, did say that he, the said Michael K. Duncan is the President of Duncan Development Corporation the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



[Signature]  
Notary Public for Oregon.  
My Commission expires 6/24/94

1 - 2 Page 1 of 2



MAY 30 1991

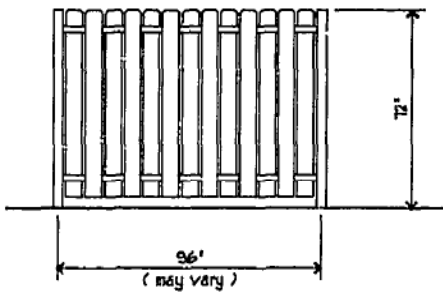
AMENDMENT TO

# Exhibit "B" to:

Grenelefe Estates No. 2 subdivision

## COVENANTS, CONDITIONS and RESTRICTIONS

### YARD PERIMETER FENCING



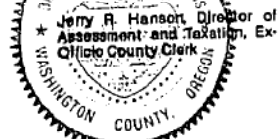
**Materials:** 6x8 # Cedar tight knot uprights, or  
6x6 # Cedar tight knot uprights  
  
4x4 # Cedar posts with 2x4 cedar braces, or  
4x4 pressure-treated posts with 2x4 braces  
  
All wood materials are to be left natural (no finishes applied)

**Style:** 'Good Neighbor' - beveled top finish

**Maintenance:** Property owners are to keep fencing in good repair.  
Broken or decayed fencing must be brought up to 'new'  
condition in a timely manner.

STATE OF OREGON )  
County of Washington ) 88

I, Jerry R. Hanson, Director of Assessment and Taxation and Office Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Doc : 91027894  
Rect: 55281 10.00  
05/30/1991 02:45:12PM

2 Page 2 of 2





Return to: STEWART TITLE COMPANY NO. W-028-94  
RETURN DOCUMENT TO DESIGNEE BELOW  
PLD Associates  
15100 SW Koll Parkway, Suite E  
Beaverton, OR 97006

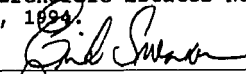
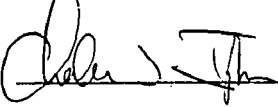
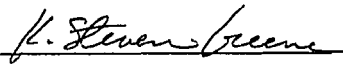
94008328  
Washington County

The DECLARATION OF CONDITIONS COVENANTS AND RESTRICTIONS FOR GRENELEFE ESTATES NO. 1, 2 AND 3 SUBDIVISION, WASHINGTON COUNTY, are hereby amended as follows:

ADD: PAGE 3, B. ARCHITECTURAL CONTROL

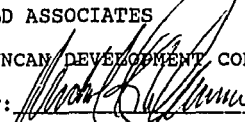
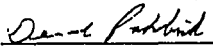
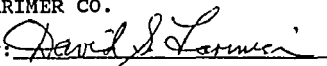
The initial membership of the Committees, whose members are Mike Duncan, Don Jones, Gary Taylor, Dennis Pahlisch and Dave Larimer, will no longer serve as members of the Architectural Control Committees.

The following three names have been designated members of the Architectural Control Committee for Grenelefe Estates No. 1, No. 2 and No. 3 effective January 18, 1994.

1. Erik Svenson  
17593 N.W. Gilbert Lane  
Portland, Oregon 97229 
2. Chuck Ingber  
17895 N.W. Lonerock Dr.  
Portland, Oregon 97229 
3. Steve Greene  
17539 N.W. Lonerock Dr.  
Portland, Oregon 97229 

RECORDED BY STEWART TITLE AS AN ACCOMMODATION ONLY. NO LIABILITY IS ASSUMED FOR THE CORRECTNESS OF TITLE OR FOR THE VALIDITY, SUFFICIENCY OR EFFECT OF THIS DOCUMENT.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED THIS 19th DAY OF JANUARY 1994.

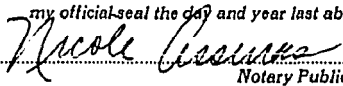
PLD ASSOCIATES  
DUNCAN DEVELOPMENT CORPORATION      PAHLISCH HOMES, INC  
By:  Pres.      By:  Pres.  
LARIMER CO.  
By: 

STATE OF OREGON, }  
County of Washington } ss.

FORM No. 23—ACKNOWLEDGMENT.  
Stewart-Titus Law Publishing Co. NL  
Portland, OR 97204 © 1992

BE IT REMEMBERED, That on this 19th day of January, 1994, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named David S. Larimer, partner, Dennis L. Pahlisch, President of Pahlisch Homes, partner, and Michael K. Duncan, President of Duncan Development, partners of PLD Associates, known to me to be the identical individual...g. described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

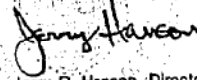


IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.  
  
Notary Public for Oregon  
1-2 My commission expires 6/24/94

JAN 26 1994

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 : 94008328  
Rect: 115697 10.00  
01/26/1994 09:55:04AM

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