

After Recording Return to:  
Quail Hollow East Homeowners Association  
15685 SW 116th #311  
King City, OR 97224

Washington County, Oregon 2004-031391  
03/29/2004 02:57:55 PM  
D-R/BAM Cnt#2 Str#11 C WHITE  
\$50.00 \$5.00 \$6.00 \$11.00 - Total = \$72.00



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



3<sup>rd</sup> AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR QUAIL HOLLOW EAST

Quail Hollow Tigard, LLC, an Oregon limited liability company, filed of record certain Covenants, Conditions and Restrictions for Quail Hollow-East ("CC&R"), recorded May 28<sup>th</sup>, 1999 as Document No. 99065783.1 in the Washington County Deed of Records. Pursuant to Section 29 of the CC&R's, all rights of the Quail Hollow-East LLC, as Declarant, are automatically transferred and vested in Venture Properties, Inc. upon Venture Properties, Inc. closing of the first 20 lots in the Quail Hollow-East subdivision. Said closing occurred October 14, 1999 and therefore all rights of the Quail Hollow-East LLC have automatically transferred to Venture Properties, Inc. Subsequently was transferred to the homeowners during a Turnover meeting held March 12, 2003.

The governing CC&R's for Quail Hollow-East are hereby amended by the majority of the homeowners as successors to Venture Properties, Inc., as approved by their signatures found on the petition circulated to approve this document (pages 2 through 10), by deleting the existing language in Sections 9, 22 and 25 and replacing with the following language:

- 9. SIGNS. No signs are permitted that a reasonable and prudent person would deem detrimental to property values within Quail Hollow East Homeowners Association. No sign shall exceed five square feet.
- 22. FENCING. Any fencing installed by a Lot Owner on their Lot shall match the type and style of fencing which may have been installed on their Lot by Declarant, or as otherwise approved by Declarant. If no fencing has been installed, fencing of Lot Owners' preference shall be allowed to be installed as long as all adjoining property owners agree to type in writing, such agreement to be maintained by the Lot Owner. Without written agreement of adjoining property owners only a cedar "good-neighbor" or cedar solid fencing shall be allowed to be installed. All fencing existing at the time of this amendment shall be grand fathered. Any fencing installed by a Lot Owner shall be in accordance with any relevant City of Tigard ordinance. All fencing shall be maintained in good condition and repair. The Association shall be responsible for the maintenance of that portion of the fence abutting 121<sup>st</sup> street and located on Lots 65, 66 and 81 which was installed on their Lot by Declarant.
- 25. ANTENNAS AND SATELLITE DISHES. No exterior radio or telecommunication towers, antennas, serials or satellite dishes or other exterior transmission or receiving devices are permitted on any part of a Lot or residence, except for "mini" satellite dishes which do not exceed two (2) feet in diameter. Larger satellite dishes maybe permitted if located in the backyard, screened from view so as not to be visible from other Lots and all interior streets and approved in writing by Quail Hollow East Homeowners Association Board of Directors.

I, Richard L Pacholl, by my signature below, do certify that I did circulate and witness the signatures of a majority of the homeowners of Quail Hollow East Homeowners Association on a petition approving this amendment to the Declaration of Covenants, Conditions and Restrictions governing Quail Hollow East.

By Richard L Pacholl  
Quail Hollow East Homeowners Association President

Dated 3/25/04

STATE OF OREGON, County of Washington}ss.

Personally appeared Richard Pacholl who being duly sworn, did say that he is President of Quail Hollow East Homeowners Association, Inc. and that said instrument was signed on behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be its voluntary act and deed.

Debra Couch  
Notary Public for Oregon  
State of Oregon  
Washington Cou

My Commission Expires: 12/10/06

