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I, Richard Hobernicht, 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.  
Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



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

4<sup>th</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 8, 12 and 13 and replacing with the following language:

8. PARKING. Parking of boats, all types of trailers, recreational vehicles, campers, and any vehicle with a carrying capacity greater than one ton shall not be allowed in a driveway within Quail Hollow-East except for the purpose of loading and unloading. Temporary storage of any of the foregoing items for a period not to exceed seven (7) days must be approved in writing by the Association Board of Directors. Permanent storage for the foregoing items shall not be allowed on any Lot except within an enclosed garage or screened behind a six-foot fence or other height fence permitted by the City of Tigard Building Code, in Quail Hollow-East. Except as set forth in the preceding, all of the foregoing shall be stored offsite at Owner's sole expense. Storage PODs may be placed in the driveway for a period not to exceed fourteen (14) days. An extended period not to exceed an additional fourteen (14) days must be approved in writing by the Association Board of Directors. No vehicle in disrepair, sitting on blocks, or otherwise inoperable shall be parked in the driveway or front yard.
12. GARBAGE AND REFUSE DISPOSAL. No Lot with a completed home on it shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept on any Lot except in sanitary containers. All equipment for the storage or disposal of such material shall not be placed in the front of the structure (house and garage), except for scheduled garbage pickup and the container will be maintained in a clean and sanitary condition. Common areas including open space and streets shall be maintained clear of any obstructions, including but not limited to trash containers and stored materials.
13. HOME AND YARD MAINTENANCE. The maintenance, upkeep and repair of individual homes shall be the sole responsibility of the Owner who shall maintain their Lots, homes and all appearances thereto at all times. All lawns shall be adequately watered, kept mowed and properly trimmed. Each Owner shall be obligated to maintain all landscaping, including lawn, on Owner's Lot in a healthy, attractive state and in a manner comparable to that on the other Lots in Quail Hollow-East. No Owner shall use the front yard or driveway of the Lot as a source of storage for tools, furniture or any other object that a reasonable and prudent person would deem detrimental to property values within Quail Hollow-East Homeowners Association. After notice to an Owner from the Association of such Owner's failure to so maintain said property, the Association, at its sole discretion, shall have the right, through its agents and employees to enter upon such Lot in order to repair, maintain and/or restore the landscaping and/or remove any offending items. The cost of such work shall be an assessment on such Owner and its Lot only, and the provisions of this Declaration regarding collection of assessments shall apply thereto. In this Section, each Owner is responsible for the operation, repair and maintenance including winterization and spring start-up of their own private front yard sprinkler system installed by Declarant during home construction.