

HOOD RIVER COUNTY, OR 2007-00874
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\$55.00 \$11.00 \$10.00 \$76.00



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I certify that this instrument was received and recorded in the records of said county.
Sandra E. Berry, Director of Records and Assessment and Ex-Officio Recorder.

Windsong Terrace Phase I
Reference document number 2006003968
Covenants, Conditions and Restrictions

Return to:

Harb Engineering, Inc.
900 Washington Street, Suite 825
Vancouver, WA 98660

1-0F11

Windsong Terrace Phase I Covenants, Conditions and Restrictions

Legal Description: Windsong Terrace Subdivision, Phase 1, recorded in Hood River County, Oregon, document number 2006003968, on August 9th, 2006.

Declarant will convey the lots included within the **Plat of Windsong Terrace Phase I** subject to certain protective covenants, conditions, restrictions, reservations, liens, easements and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the lots within the **Plat of Windsong Terrace Phase I** shall be held, sold and conveyed subject to and together with the following easements, restrictions, covenants and conditions together with the restrictions, easements, exceptions, and reservations recorded on the face of the Plat, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property.

ARTICLE I GENERAL PROVISIONS

Section 1.1 – RUN WITH THE LAND. These easements, covenants, restrictions and conditions hereinafter set forth are for the benefits of the above-described real property and for each owner of any portion thereof and shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said properties or any part thereof, and shall insure to the benefit of and pass with said property and each and every parcel thereof and shall apply to and bind the successors in interest any owner thereof.

Section 1.2 – AREA COVERED. The area covered by these CC & R's is the **Plat of Windsong Terrace Phase I**, as identified above and described in Exhibit A.

Section 1.3 – GENERAL FEATURES. The **Plat of Windsong Terrace Phase I**, as of the date of this Declaration of Covenants is located in Hood River County, State of Oregon. The **Plat of Windsong Terrace Phase I** contains forty (40) single-family units with certain common features including open space tracts.

Section 1.4 – AMANDMENT. These CC&R's may be amended by an instrument signed by not less than seventy percent (70%) of the owners of all of the **Plat of Windsong Terrace Phase I**. Further, any amendment must be recorded; provided, however, no amendment shall be made that reduces or eliminates the requirement for perpetual maintenance of the open space areas and storm water drainage facilities located outside of the city's right-of-way or that eliminates the Architectural Control Committee as established herein below. In no event shall any amendments require more than those contained herein as to any existing structure unless the same is unanimously approved by all owners.

Section 1.5 – SEVERABILITY. Invalidation, modification or amendment of any one (1) of these Covenants contained herein by judgment or court order shall not, in any way, affect any of the other provisions which shall remain in full force and effect.

ARTICLE II EASMENT

Section 2.1 – EASMENT FOR INSTALLATION/MAINTENANCE OF UTILITIES.

Easements for installation and maintenance of utilities are reserved as shown in the **Plat of Windsong Terrace Phase I**. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the maintenance of utilities or other common facilities, or which may change the direction of flow of 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 a public authority, utility company or the homeowners' association is responsible. Further, with respect to any road easement and/or any other utility easement described by this Declaration there shall be the additional right to make all necessary slopes for cuts and fills; and the right to continue to drain said roads and ways over and across any lot or lots where the water might take a natural course upon reasonable grading pursuant to improvement for dedication or the roads and ways shown herein. Following reasonable grading of the roads and ways shown herein, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any road right-of-way of hamper proper road drainage. Easements for common facilities may also extend over, under and across real property outside of the **Plat of Windsong Terrace Phase I**.

ARTICLE III USE RESTRICTIONS

Sections 3.1 - RESIDENTIAL CHARACTER OF PROPERTY-TYPE OF CONSTRUCTION. No lot shall be used except for residential purposes. All housing designs are to be approved by the Architectural Control Committee, (A.C.C). No residential structures may be constructed that are not consistent with the approved housing designs. Manufactured homes and/or non-site built structures, such as, but not limited to modular homes, shall not be allowed. Further, on lots for single-family detached residences, no building shall be erected, placed or permitted to remain on any lot other than one detached single-family dwelling with a minimum of a double attached or detached private garage. No storage sheds shall be allowed to be placed or permitted on the lot unless its style and construction conforms to the general style of the residence itself and does not detract from the general appearance.

Additional requirements are as follows:

- Minimum square feet for a single level home to be no less than 1700 square feet
- Minimum square feet for a two story home to be no less than 2100 square feet
- Square footage minimums are excluded for the following lots: 4,9,10,11,12,13,14,15.
- Height restrictions on lots 36,37,38,39 and 40 will be enforced to 1 story maximum.

Section 3.2 – EXTERIOR MATERIALS. Exterior material including without limitation, roofing material, building siding materials and fencing shall be consistent with the finish designs approved by the ACC. Additional requirements are as follows:

- Minimum 30 year architectural roof must be used.
- Siding material must be Hardi-plank .8 or better.
- Decorative rock siding is required on the face of all homes and shall be completed at half height or taller.
- All exterior house paint colors to be approved by the A.C.C. An autumn or jewel color palate is desired for all exterior body and trim. A color palate that blends with the natural environment and creates a cohesive look for the neighborhood is the goal of the A.C.C. **White trim is prohibited.** The following colors are approved by the committee at this time and can be purchased through

Sherwin Williams. The following list is not inclusive of all colors allowed in the community but is placed here as a guideline. All color schemes for homes must be submitted and approved by the A.C.C. prior to construction:

- Body:
 - o Black Bean SW 6006
 - o Black Fox SW7020
 - o Rockwood Dark Red SW2801
 - o Van Dyke Brown SW7041
 - o Naval SW6244

- Trim
 - o Downing Straw SW2813
 - o Rockwood Antique Gold SW2814

Section 3.3 – COMPLETION OF CONSTRUCTION. The time limit to commence construction of dwellings on individual lots is 24 months from the date of the **purchase close of escrow**. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within six months from date of start of construction.

Section 3.4 – LANDSCAPE/FENCES AND HEDGES. All front yard landscaping must be completed within a six (6) month period of time from the date of issuance of an occupancy permit for a residence constructed on a lot. A minimum of one conifer tree is required to be planted on each lot by homeowner or builder. As defined in this section, “fencing” shall mean any barrier or wall. All side yard and back yard fences shall not exceed a height of six (6) feet or the maximum height permitted by applicable regulation, whichever is less. Front yard decorative fences shall not exceed four (4) feet in height and shall conform to all setback requirements. No chain link or metal fences will be allowed. Fences shall be approved by the A.C.C.

Section 3.5 - DAMAGE AND CONSTRUCTION DEBRIS DUE TO CONSTRUCTION ACTIVITIES. All lot owners will be responsible for any and all damage to street, ditches, storm drainage or any other damage resulting from dwelling construction activities and also for providing clean up of the streets, and construction site, if necessary as a result of construction activities. In the event that the owner does not make sure repairs within thirty (30) days following the completion of construction activities or within fifteen (15) days following written notice by the Declarant, the Declarant reserves the right to proceed with said repairs and to collect the cost of doing so from the owner through due process of law not to exclude any applicable lien rights. In the event that the owner does not clean up any construction debris within three (3) days following written notice by the Declarant, the Declarant may then proceed with the clean up and collect the cost of doing so from the owner through due process of law not to exclude any applicable lien rights.

Section 3.6 – PARKING. No trucks, campers, trailers, boats, motorcycles or other vehicles of any type, or any part thereof shall be parked or permitted to remain on any Lot more than three (3) days unless the same is stored or placed in a garage or in fenced (see Section 3.4) rear or side yard area. No such vehicle shall be parked overnight on any street adjoining any Lot.

A visitor to the Owner may park their car overnight on any street adjoining the Owner’s Lot or on the Owner’s driveway on the Lot providing the visitor’s car does not remain there more than

fourteen (14) consecutive days. A visitor to the Owner who owns a recreational vehicle of any type shall not park it overnight on any street within the Property, but may park it in the Owner's driveway on the Lot providing it does not remain there for more than fourteen (14) consecutive days.

In the event that there is any violation of this parking restriction, then the board may take corrective action as it deems necessary in accordance with Articles IV and VI of this Declaration.

Section 3.7 – VEHICLES/EQUIPMENT IN DESREPAIR. No goods, equipment or vehicle (including buses or trailers of any description) shall be dismantled or repaired outside any building or residential lot. In addition, no owner shall permit any vehicle, which is in a state of disrepair to remain parked outside of an enclosed garage upon any lot or upon the street for a period of an excess of forty-eight (48) hours. A vehicle will be deemed in a state of disrepair when it has not been moved for a period of forty-eight (48) hours and is not operable in its then present condition.

Section 3.8 – ANTENNAS AND SERVICE FACILITIES. No radio or television antennas, clothesline and other service facilities shall be placed on a lot within the **Plat of Windsong Terrace Phase I**; provided, however, an antenna dish with a diameter not exceeding twenty- four (24) inches may be acceptable if its location on the property is approved by the Architectural Control Committee.

Section 3.9 – BUSINESS AND COMMERCIAL USE. No visible or audible trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any lot nor shall any goods, construction equipment, materials or supplies used in connection with any trade, service or business be placed outside on any lot at any time excepting the right of any home builder and the Declarant to construct residences on any lot and to store construction equipment on said lots in the normal course of construction. Home occupation use of residences may be allowed if municipal regulations permit such use; provided, however, the home occupation use shall in no way affect the appearance of the residential structure and/or garage, shall be fully enclosed without outside storage and shall not create noise, vibration, smoke, dust, odors, heat light or glare beyond which is acceptable in a residential area.

Section 3.10 – OFFENSIVE ACTIVITIES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Further, no lot shall be used in a fashion, which unreasonably interferes with the other lot owners' right to the use and enjoyment of their respective properties.

Section 3.11 – RUBBISH AND TRASH. No lot shall be used or maintained as a dumping ground for rubbish, debris, salvage, garbage, trash, equipment, cars, vehicles or other waste; trash, garbage or other waste shall not be kept except in sanitary containers. No yard rakings such as rocks, roots, dead grass and other materials accumulated as a result of landscaping shall be dumped on any other lot or streets. The proper removal and disposal of all such materials shall be the sole responsibility of individual lot owners.

Section 3.12 – SIGNAGE. No sign of any kind shall be displayed to the public or placed on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

Section 3.13 – DRILLING, MINING, ETC. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 3.14 – MAINTENANCE OF STRUCTURES AND GROUNDS. Each owner shall maintain his lot and residence thereon in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard.

Section 3.15 – NO FIREARMS/MOTORCYCLES. No firearms of any kind shall be used within the property except by appropriate government officials. Muffled, licensed motorcycles shall be permitted on the property and roadways except trails, therein. Muffled trailbikes, snowmobiles and similar vehicles are permitted within the boundaries of the individual lots. Operation of nonmuffled motorcycles, motorbikes, trailbikes, snowmobiles or similar vehicles are prohibited on any portion of the property whether licensed.

Section 3.16 – COMPLIANCE WITH APPLICABLE STATUTES, REGULATIONS AND ORDINANCES. Notwithstanding anything stated herein, each lot owner(s) shall be responsible for compliances with all applicable federal, state, county and/or governmental statutes, ordinances and regulations, and any amendments thereto relating in any way to the ownership and/or improvement of the lots within the **Plat of Windsong Terrace Phase I**.

ARTICLE IV HOMEOWNER'S ASSOCIATION

Section 4.1 – ESTABLISHMENT. A homeowner's association consisting of the owners of lots contained within the **Plat of Windsong Terrace Phase I** shall be established to manage, repair operate and replace the common facilities owned in common by the owners of the lots in the **Plat of Windsong Terrace Phase I**.

Section 4.2 – COMPLIANCE WITH LAWS. The homeowner's association of the **Plat of Windsong Terrace Phase I** shall be conducted in accordance with applicable law.

Section 4.3 – COMMON FACILITIES. Initially, upon recordation of the final **Plat of Windsong Terrace Phase I** or as soon thereafter as may be necessary to finalize installation and construction of the common facilities, the following shall be managed, maintained, repaired and controlled by the Homeowner's Association:

All common features and facilities shown on the face of the recorded Plat, including but not limited to landscaping, fencing and signage in common areas.

All open space as shown on the final plat map shall be owned by the Homeowners' Association for the common benefit of the lot owners which is appurtenant to and not severable from the lots within the **Plat of Windsong Terrace Phase I**. The Homeowners' Association may, upon proper action of the Association, procure or develop such other common facilities as may be deemed desirable.

The Homeowners' Association shall maintain the storm water facilities according to the Operation and Maintenance Manual filed with City of Cascade Locks. Any private parks, open space, traffic islands, private parking areas, entrance structures and street trees shall be maintained by the Homeowners' Association.

Section 4.4 –INITIAL ASSESSMENT. Upon recordation of the final **Plat of Windsong Terrace Phase I**, each lot shall be assessed the amount of the Two Hundred dollars (\$200.00) for the purposes of supporting the common facilities, utilities and/or services necessary for the **Plat of Windsong Terrace Phase I**. The initial assessment shall be prorated for the portion of the calendar year remaining after final plat recording. In subsequent years after the initial assessment year, the Board of Directors of the Homeowner's Association shall set the amount of the annual assessment. Assessments shall be established based upon the anticipated expenses budgeted for a particular budgetary period. Expenses which form the basis for the plat's assessment shall be those reasonable related to the plat, including retention area.

4.4.1 Each lot owner shall be obligated to pay assessments in full, within thirty (30) days of written notification of amount, unless prorated by the Board of Directors in which case the assessments shall be paid according to the terms established by the Board of Directors. Any unpaid assessments shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid.

4.4.2 In addition to constituting a lien on the lot against which the assessment is charged, each assessment, including interest, late charges, costs and attorney fees in the event of a delinquency, shall be the joint and several personal debt and obligation of the fee owner or owners and contract purchasers of the lot for which they are assessed as of the time the assessment is made. The lien created by the assessment may be foreclosed pursuant to the applicable law to extent that procedure is not inconsistent with the applicable provisions of this Declaration. All lot owners shall be deemed to consent to the remedy of foreclosure of liens filed as a result of delinquent assessment among other remedies that may be available. The judgment obtained in a foreclosure proceeding shall include attorney fees reasonably incurred along with all costs incurred in preparation for and prosecuting the action in addition to taxable costs permitted by law.

4.4.3 The lien of assessment against a lot shall be subject to tax liens and subject to the rights of a lender secured by a mortgage or deed of trust which was made in good faith and that become due after a lender becomes entitled to possession of the lot from enforcement of a security interest or other conveyance.

ARTICLE V ARCHITECTURAL STANDARDS

Section 5.1 – ESTABLISHMENT OF ARCHITECTURAL CONTROL COMMITTEES.
An Architectural Control Committee (ACC) is hereby established for the **Plat of Windsong Terrace Phase I** and shall substantially follow the requirements, procedures and performance standards set forth in this Declaration of Covenants, Conditions, Restrictions and Easements.

5.1.1 The initial ACC for the Plat shall be the Declarant, by and through the Declarant's designee, who shall perform the functions of the ACC as set forth herein. The Declarant shall retain the responsibility for performing the functions of the ACC until 100% of the lots have been sold or until the Declarant surrenders that responsibility prior to that time, in a written document in recordable form. Upon the termination or expiration of the right of the

Declarant to act as the ACC, the Homeowners' Association, acting through its Board of Directors, shall designate a minimum of three (3), but not more than five (5) lot owners of the **Plat of Windsong Terrace Phase I** who shall, by majority action, perform the responsibilities of the ACC. In the event the lot owners are not designated, the homeowners' Association may temporarily perform the function of the ACC.

Section 5.2 – AUTHORITY OF ACC. No Structure shall be erected, placed or altered on any lot within the **Plat of Windsong Terrace Phase I** until the building plans, with respect to the exterior design, materials and specifications and color schemes has been approved in writing by the ACC, as to the quality of materials, color schemes which must exclude primary, bright or harsh colors, harmony of exterior design with existing structures, location of structure on a lot with reference to topography, elevation and relation to structures on adjacent lots. The authority of the ACC is to be exercised in a reasonable manner with the goal of insuring consistent architectural standards for the benefit of the owners of the lots in the **Plat of Windsong Terrace Phase I**. Fencing shall be treated as a structure for the purposes of ACC review.

Section 5.3 – SUBMISSION OF DATE TO ACC AND APPROVAL BY ACC. All applications to the ACC for approval shall be in writing and shall be supplemented by such supporting data as the ACC shall reasonably require. The ACC's approval or disapproval shall be in writing; any disapproval by the ACC shall specify reasons for the disapproval. Submittals by or on behalf of lot owners shall include a plot plan drawn to scale reflecting the location of any and all structures within the Lot and relevant elevations. In addition, the submittal shall depict or describe the design of the structure with sufficient detail that the ACC is able to identify and review that design as well as describe the type and color schemes of all exterior materials.

5.3.1 In the event the ACC fails to approve or disapprove a complete application submitted to it within forty-five (45) days after receipt of the complete application or supplemental information reasonably requested by the ACC, further approval from the ACC for the structure or improvement identified in the application will not be required and the Lot Owner shall be deemed to have complied with this Covenant unless, prior to the completion of the structure, the Lot owner or his/her contractor has made material change from the application submitted to the ACC and/or failed to comply with the plans and specifications submitted to the ACC or local building official. Notwithstanding the failure of the ACC to respond within the specified time period, the Lot Owner must still comply with the approved housing designs by the City of Cascade Locks.

ARTICLE VI ENFORCEMENT

Section 6.1 – ENFORCEMENT. The Homeowners' Association or any person or persons owning any real property located within the **Plat of Windsong Terrace Phase I**, shall have the right to commence a proceeding, as hereinafter described, against a person and/or entity violating or attempting to violate any covenant contained herein and further, to prevent him/her/it or them from so doing and/or to recover any damages and/or other costs resulting from such violation(s) and/or attempted violations(s). All such disputes and/or controversies of every kind that might arise out of this Declaration of Covenants, Conditions, Restrictions and Easements as to the existence, construction, validity, interpretation or meaning, performance, non-performance, operation, breach, continuance or termination thereof shall be submitted to arbitration according to the following procedures:

6.1.1 The Homeowners' Association or any Owner and/or party may demand arbitration by serving on the other owner(s) involved in the dispute or controversy a written notice, including a description of the issues in dispute, along with the name of a "Designated Arbitrator". Such notice shall also state, in substance, that unless with twenty (20) days after its serviced, the parties served therewith shall serve a written response upon the party giving notice, the relief requested may be granted by the "Designated Arbitrator" pursuant to the terms and conditions of this Declaration of Covenants, Conditions, Restrictions and Easements for the **Plat of Windsong Terrace Phase I**.

6.1.2 The responding party(ies) will serve on the owner(s) initiating the arbitration process a written response to each issue within twenty (20) days after receiving the arbitration demand; the responding party will either agree to the "Designated Arbitrator" or submit the name of its own "Designated Arbitrator". The responding party(ies) will be deemed to have accepted the "Designated Arbitrator" identified by the complaining party in the event he/they fail to submit the name of their own "Designated Arbitrator" within the twenty (20) days time period for response.

6.1.3 If the parties can not agree on an Arbitrator, the two (2) "Designated Arbitrators" shall within thirty (30) days of being named, together select an independent Arbitrator, who shall be solely responsible for determining the issues.

6.1.4 All "Designated Arbitrator" shall be individuals licensed to practice law within the State of Oregon and further shall have practice law for a minimum of seven (7) years.

6.1.5 The "Designate Arbitrator" and/or arbitrator selected by the "Designated Arbitrator" shall schedule a hearing regarding the demand and/or complain within sixty (60) days of the date he or she was named as the "Designated Arbitrator". The Arbitration Hearing relating to the issues will be conducted according to applicable laws and the appropriate Hood River County local court rules. This shall include, without limitation, the authority of the "Designated Arbitrator" to find the "responding party(ies)" in default for failing to respond to the demand and/or complaint. In addition, the arbitrator shall have the authority to impose sanctions, including, without limitation, striking a parties' "pleadings" should that party fail to comply with an Order and/or request of the Arbitrator" including, without limitation, paying a deposit to cover the cost of arbitrator's fees, prior to the actual hearing taking place. In addition, as indicated below, neither party shall have the right to seek a trail de novo. The right of the parties shall include, without limitation, the right of the prevailing party to reduce the award and/or decision issued by the Arbitrator to judgment pursuant to the aforementioned statutes and/or court rules.

6.1.6 Each party shall bear its own arbitration costs and expenses. In addition, if requested by the designated arbitrator, each side shall, in a timely manner, prepay any reasonable deposit requested by the arbitrator to insure that the arbitrator's fees are paid. As indicated above, the arbitrator shall have the authority to strike the pleading and/or position of the party failing to comply with said request.

6.1.7 Nothing in this section shall be deemed to give the Arbitrator any authority, power or right to alter, change, amend, modify, add to or subtract from any of the provisions of this Declaration of Covenants, Conditions, Restrictions and Easements. Further, all of the parties involved will be bound by the determination of the Arbitrator. The determination of such Arbitrator will be final and binding upon the parties hereto, subject only to the right of appeal such decision to the Hood River County Superior Court on the basis that the decision of the Arbitrator is arbitrary and capricious.

6.1.8 Service of any written notice, description and/or demand, upon a party pursuant to the foregoing arbitration provisions shall either be served personally upon the party or to the party by certified mail return receipt requested, postage prepaid.

**ARTICLE VII
TERMINATION OF DECLARANT'S INTEREST**

Section 7.1 – TERMINATION OF DECLARANT'S INTEREST. Upon conveyance of all 40 (40) lots, or at such earlier time as the Declarant may elect, the Declarant may execute a Notice of Termination of Declarant's Interest and record the same with the Hood River County auditor. Upon the recording of the Notice of Termination of Declarant's Interest, the Declarant shall no longer have management responsibility or other obligations related to this Declaration of Covenants and the Homeowners' Association shall assume full responsibility for the right and obligations set forth in this Declaration of Covenants. Notwithstanding that the Declarant has not recorded a Notice of Termination of Declarant's Interest, the Homeowners' Association, to the extent it undertakes actions herein which are not in conflict with this Declaration of Covenants and/or actions undertaken by the Declarant, those actions shall be valid and binding.

DATED this 26th day of Feb., 2007

DECLARANT:

Windsong Terrace Phase I, LLC
An Oregon Corporation

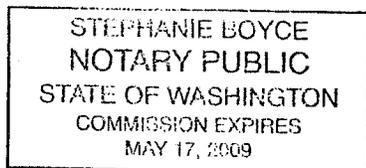
By Ghassan Harb

STATE OF WASHINGTON

COUNTY OF CLARK

On this day personally appeared before me Gus Harb, to me known to be the designated representative of Windsong Terrace Phase I LLC, the corporation that executed the within and foregoing instrument, and acknowledged to me the said instrument was the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument for and on its behalf.

SUBSCRIBED AND SWORN TO before me by February, 2007. on this 26th day of



Stephanie Boyce
PRINTED NAME: Stephanie Boyce
NOTARY PUBLIC
In and for the State of Washington.
My commission expires: 5/17/2009

When recorded, mail to:
Windsong Terrace, LLC
905 N. Harbour Dr., Suite 1
Portland, OR 97217

HOOD RIVER COUNTY, OR **2008-02714**
D-AMENDCCRS **07/08/2008 03:49 PM**
Cnt=1 Stn=2 COUNTER
\$10.00 \$11.00 \$10.00 **\$31.00**



I certify that this instrument was received and recorded in the records of said county.

Sandra E. Berry, Director of Records and Assessment and Ex-Officio Recorder.

**AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WINDSONG TERRACE PHASE I**

This amendment to Covenants, Conditions and Restrictions for Windsong Terrace Phase I (this "Amendment") is made as of this 7th day of July, 2008 (the "Effective Date") by Windsong Terrace, LLC, an Oregon limited liability company (the "Declarant").

RECITALS

- A. A Declaration of Covenants, Conditions and Restrictions for Windsong Terrace was recorded at Recording No. 2007-00874 records of Hood River County, Oregon to establish a general plan for the development, construction, sale, lease and use of the real property, together with improvements to be constructed thereon, within the master planned community known as Windsong Terrace. The capitalized terms used in this Amendment without definition shall have the meanings given to such terms in the Declaration.
- B. Declarant desires to modify the minimum square footage for the homes pursuant to Section 3.1 of the Declaration.
- C. Section 1.4 of the Declaration provides that the Declaration may only be amended by an instrument signed by not less than seventy percent (70%) of the owners of all of the Plat of Windsong Terrace Phase I.
- D. As of the Effective Date, Declarant owns more than seventy percent (70%) of the Plat.

NOW THEREFORE, the Declaration is amended as follows:

- 1. As of the Effective Date, the minimum home square footages in Section 3.1 are modified as follows:
 - Minimum square feet for a single level home to be no less than 1400 square feet.
 - Minimum square feet for two story home to be no less than 1800 square feet.

- Square footage minimums are excluded for the following lots: 4, 8, 9, 10, 11, 12, 13, 14, 15.
- 2. Except as expressly set forth in this Amendment, the terms of the Declaration shall remain in full force and effect.
- 3. The Declarant certifies that this Amendment has been approved as required by Section 1.4 of the Declaration.

Windsong Terrace Phase I, LLC.,
an Oregon limited liability company

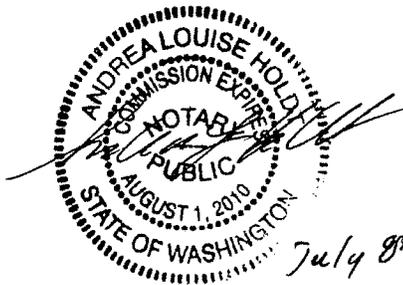
By: *Harb*
GHASSAN HARB

Its: MEMBER

STATE OF WASHINGTON
COUNTY OF CLARK

On this day personally appeared before me Ghassan Harb, to me known to be the designated representative of Windsong Terrace Phase I, LLC, the corporation that executed the within and foregoing instrument, and acknowledged to me the said instrument was the free and voluntary act and deed of said corporation forth uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument for and on its behalf.

SUBSCRIBED AND SWORN TO before me by _____ on this 8th day of July, 2008



Andrea L. Holdt

PRINTED NAME Andrea L. Holdt
NOTARY PUBLIC
In and for the State of Washington
My commission expires:

July 8th, 2008