

ADDITIONS TO  
DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR  
VALLEYVIEW

THESE ADDITIONS are hereby made this 14 day of May 1991 by  
Steven Trono, hereinafter called 'Declarant'.

WITNESSETH

Declarant owns eighty five percent of the real property which is  
platted as "VALLEYVIEW, in the City of Redmond, Deschutes County, Oregon.  
This plat was filed September 26, 1986, in Book C-210 of the Plat of  
Records of Deschutes County, Oregon.

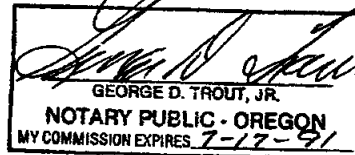
A "Declaration of Protective Covenants, Conditions and Restrictions"  
was filed on April 17, 1991 beginning on Page 2247 in Book 232 of the  
Deed records of Deschutes County, Oregon

Declarant desires to add Page 4, which was not included in the original  
recording of said Declaration of Protective Covenants, Conditions and  
Restrictions. The attached said Page 4 shall become a part of the said  
Declaration of Protective Covenants, Conditions and Restrictions as if it  
had been recorded in consecutive order with the original recording dated  
April 17, 1991.

IN WITNESS WHEREOF, Declarant has executed this Certificate of Addition  
this 14 day of May 1991

*Steven Trono*  
Steven Trono

STATE OF OREGON )  
County of Deschutes ) ss  
May 14, 1991



Personally appeared the above named  
Steven Trono and acknowledged the for-  
goin instrument to be his voluntary  
act and deed.

STATE OF OREGON )  
COUNTY OF DESCHUTES ) ss.

I, MARY SUE PENNOLLO, COUNTY CLERK AND  
RECORDER OF CONVEYANCES, IN AND FOR SAID  
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT WAS RECORDED THIS DAY:

91 MAY 14 AM 11:39

MARY SUE PENNOLLO  
COUNTY CLERK

DESCHUTES COUNTY TITLE CO.  
P. O. BOX 323  
BEND, OREGON 97701

RECORDED BY DESCHUTES COUNTY TITLE COMPANY AS AN  
ACCOMMODATION ONLY. NO LIABILITY IS ACCEPTED FOR THE  
CONDITION OF TITLE OR FOR THE VALIDITY,  
SUFFICIENCY, OR EFFECT OF THIS DOCUMENT.

BY *Wallace* DEPUTY

NO. 91-13087 FEE 12.00

DESCHUTES COUNTY OFFICIAL RECORDS

(b) Use of the Common Areas. The open space Common Areas shall not be partitioned or otherwise divided into parcels for residential use. Except as otherwise provided in this Declaration, the Common Areas shall be reserved for the use and enjoyment of all Owners and no private use may be made of the Common Areas, including Common Easement Areas.

(c) Alienation of the Common Areas. The Association shall not by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas owned directly or indirectly by the Association for the benefit of the Lots unless the holders of at least 80 percent of the Class A Association voting rights and the Class B member, if any, have given their prior written approval. This provision shall not apply to the easements described in Section 4.4(a).

(d) Limitation on Use. Use of the Common Areas by the Owners shall be subject to the provisions of this Declaration and to the following:

i. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and after reasonable notice and opportunity to be heard, for a period not to exceed sixty (60) days for any infraction of the use restrictions contained in this Declaration or its published rules and regulations.

ii. The right of the Association to adopt and amend and to repeal rules and regulations in accordance with Section 5.1(n).

4.5 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Areas to the members of his family, his tenants, or contract purchasers who reside on the Property.

#### ARTICLE V

##### PROPERTY RIGHTS IN UNITS

5.1 Use and Occupancy. The Owner of a Lot in the Property shall be entitled to the exclusive use and benefit of the Unit located on such Lot, except as otherwise expressly provided in this Declaration, but his Unit shall be bound by and he shall comply with the following and all other provisions of this Declaration for the mutual benefit of all Owners of the Property.

(a) Single Family Residential Use. Not more than one Unit may be located on any lot. On those lots sold by Declarant without a unit the owner shall have no obligation to commence building within any time period. However, once construction has commenced the owner shall have a period of one year, from the date of the building permit, to complete all exterior finish including landscaping. No commercial activity of any kind may be carried on in any unit or in any other portion of the property without the consent of the Board of Directors of the Association, except activities relating to the rental or sale of said lots. This provision, however, shall not be construed so as to prevent or prohibit a unit owner from maintaining his professional or personal library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or conferring with business or professional associates, clients or customers in his unit.

(b) Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on in any Unit nor shall anything be done or placed upon any Unit which interferes with or jeopardizes the enjoyment of other units or the Common Areas, or which is a source of annoyance to residents. Unit occupants shall exercise extreme care not to make noises which may disturb other Unit occupants. No garage shall at any time be used as a residence either temporarily or permanently. No unlawful use shall be made of the Unit nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.