

## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR: WISON WOODS SUBDIVISION A PLANNED UNIT DEVELOPMENT, DATED  
MAY 5, 2006 AND RECORDED APRIL 9, 2008 AS ENTRY NO: 10396471

Declarant, the owner of over 60% of the lots of said Wison Woods Subdivision pursuant to the terms of the covenants, restrictions and easements (cc&r's) of said subdivision hereby amends the cc&r's as follows:

### ARTICLE 7 USE RESTRICTIONS

#### SECTION 7.1 IS AMENDED TO READ AS FOLLOWS

7.1 **Permitted Uses and Restrictions – Residential.** The permitted uses, easements, and restrictions for all Property covered by this Declaration shall be as follows:

(a) **Single Family Residential Use.** All Lots shall be used; improved, and devoted to residential use. Single family homes are permitted. Multi-family residences are permitted provided that the owners obtain applicable city, county, or other governing municipalities prior to construction. No trade or business may be conducted on any Lot except that an Owner may conduct a business activity within the Dwelling on the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the outside of the Dwelling; (ii) the business activity conforms to all applicable zoning ordinances or requirements for the Property; (iii) the business activity does not involve persons coming on to the Lot or the door-to-door solicitation of Owners within the Property; (iv) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of any portion of the Property or other Owners; and (v) the business actually conducted on a Lot does not involve any on-site employees other than family members residing on the Lot, all as maybe determined from time to time in the sole discretion of the Association. The terms "business" and "trade" as used in this Section 7.1(a) shall be construed to have ordinary, generally accepted meanings. These shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis, which involves the provision of goods or services to persons, and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended or does generate a profit; or (iii) a license is required for such activity. Lots owned by Declarant or its designee or assignee may be used as model homes and for sales and construction offices. Such use is for the purpose of enabling Declarant or its designee or assignee to sell Lots within the Property until such time as all of the Lots owned by Declarant or its designee or assignee have been sold or leased to purchasers or tenants.

(b) **Renting and Leasing Restrictions.** Any lease agreement shall be in writing, shall provide that the lease be subject in all respect to the provisions of this Declaration, and to the rules and regulations promulgated from time to time by the Board, and shall provide

that the failure by tenant to comply with the terms of the governing documents shall be a default under the lease.

(c) **Utility Service.** All lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings or other structures approved by the Association. Temporary power or telephone structures incident to construction activities and approved by the Association are permitted.

(d) **Improvements and Alterations.** No improvements, alterations, repairs, excavation or other work which in any way alters the exterior appearance of any Dwelling on a Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed by Declarant to a home buyer shall be made without the prior approval of the Board. No building, fence, wall or other structure shall be erected, maintained, improved, altered, made or done on a Lot without the prior written approval of the Board.

(e) **Trash Containers and Collection.** No garbage or trash shall be placed or kept on any Lot or other portion of the Property except in covered sanitary containers. In no event shall such containers be maintained so as to be Visible from Neighboring Property except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.

(f) **Restriction on Further Subdivision.** No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, shall be conveyed or transferred by any Owner. No Lot may be converted into a condominium or cooperative or other similar type of entity. No further covenants, conditions, restrictions or easements shall be recorded against any Lot without the written Consent of the Board being evidenced on the recorded instrument containing such restrictions, and without such approval, any such restrictions shall be null and void. No applications for rezoning, variances or use permits shall be filed without the written approval of the Board, and then only if such proposed use is in compliance with this Declaration.

(g) **Utility Easements.** There is hereby created a blanket easement upon, across, over and under the Property for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, storm drain, water, sewer, gas, telephone, electricity, television cable or communication lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment, and to affix and maintain wires, circuits and conduits on, in and under footings, foundations, roofs and exterior walls of the Buildings or other improvements to the Property. Notwithstanding writing to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated except as initially developed and approved by Declarant or thereafter approved by the Board. This easement shall in no way affect any other recorded easements.

(h) **Temporary Occupancy.** No temporary building, structure or vehicle of anykind shall be used as a residence, either temporary or permanent.

(i) **Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to a Lot and no odors or loud noises shall be permitted to arise or emit therefrom or from any Dwelling thereon, so as to create a nuisance, render any such Property or any portion thereof or activity thereon unsanitary, unsightly, offensive or detrimental to the Lot or person in the vicinity thereof. Without limiting the generality of any of the foregoing provisions, no speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property. The Board, in itssole discretion, shall have the right to determine the existence of any violation of this Section and its determination shall be final and enforceable as provided herein.

(j) **Mineral Exploration.**No Property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, or minerals of any kind.

(k) **Diseases and Insects.** No Owner or resident shall permit any thing or condition to exist upon, the Property which shall induce, breed or harbor infectious plant diseases or noxious insects.

(l) **Drainage Basement.**There is hereby created a blanket easement for drainage of surface water runoff on, over and across the Property. No Owner shall obstruct, divert, alter or interfere with any portion of the Property that results in the obstruction, diversion, alteration or interference of any drainage of surface water runoff on, over and across the Property. Each Owner shall, at his own expense, maintain the drainage ways and channels on his Lot in proper condition free from obstruction.

(m) **Parking.**No vehicle may be parked, in any manner or for any length of time, along the South side of Wison Woods Lane as designated on the Plat. No vehicle may be parked, and no provision of this Declaration shall permit vehicular parking, in a manner which shall cause the minimum driving width of Wison Woods Lane to be less than 20 feet.

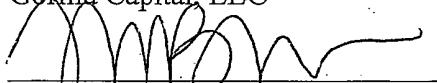
(n) **Health, Safety and Welfare.**In the event uses, activities and facilities are deemed by the Board to be a nuisance or to adversely affect the health, safety or welfare of Owners or residents, the Board may make rules restricting or regulating their presence as part of the Rules.

(o) **Declarant's Exemption.**Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of improvements or signs necessary or convenient to the development or sale of Lots within the Property.

(p) **Structural Integrity of Buildings.**Nothing shall be done in any Dwelling or in, on or under the Common Areas, that will impair the structural integrity of any Building or structurally change the same or any pan thereof except as is otherwise provided in this Declaration.

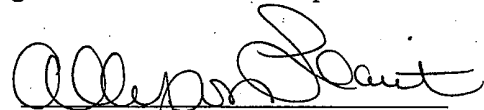
DECLARANT:

Gorilla Capital, LLC

  
By: Tanja Baker

STATE OF OREGON            )  
  )ss.  
COUNTY OF Lane        )

On the 7 day of November, 2012, personally appeared before me Tanja Baker, who being duly sworn, says that she is the manager of the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said acknowledged to me that said corporation executed the same.

  
Notary Public  
Residing at Eugene, OR

My Commission Expires: 01-09-2015

