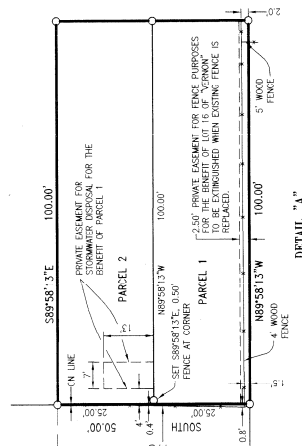


PARTITION PLAT NO. 2002-27

A REPLAT OF LOT 17, BLOCK 46 OF THE DULY RECORDED PLAT OF "VERNON" BEING IN THE N.E. 1/4 OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CITY OF PORTLAND, COUNTY OF MULTNOMAH, STATE OF OREGON.

SURVEYED JANUARY 22, 2002
JOB NO. 02-011 P\02-011\02011MP.DWG

- LEGEND**
- - FOUND MONUMENT AS NOTED
 - - FOUND BRSS SCREW WITH "W.B. WELLS & ASSOC. INC." PARTITION PLAT NO. 2002-005
 - - FOUND 5/8" IRON ROD WITH "W.B. WELLS & ASSOC. INC." PARTITION PLAT NO. 2002-005
 - - 5/8" x 3/4" IRON ROD WITH "W.B. WELLS & ASSOC. INC." YELLOW PLASTIC CAP MARKED SET ON JANUARY 22, 2002.
 - P - IRON PIPE
 - R - IRON ROD
 - BS - BRASS SCREW
 - FD - FOUND
 - (M) - MEASURED
 - (F) - RECORD PER PLAT OF "VERNON"
 - (R1) - RECORD PER PARTITION PLAT NO. 2002-005
 - (R2) - RECORD PER SURVEY
 - PP - PARTITION PLAT NO. MULTNOMAH COUNTY PLAT RECORDS
 - SN - SURVEY NUMBER, MULTNOMAH COUNTY SURVEY RECORDS
 - BK - BLOCK
 - S.F. - SQUARE FEET
 - O.J. - ORIGIN UNKNOWN
 - W/PPC - WITH YELLOW PLASTIC CAP
 - W/RPC - WITH RED PLASTIC CAP
 - (45) - BLOCK NUMBER



I, THOMAS P. BENHAUER, STATE THAT THIS MAP OR SURVEY WAS PREPARED USING HEWLETT-PACKARD PRODUCT NOT SKETCHED FOR POLYSTAR (TM).

NOTES
THIS PLAT IS SUBJECT TO THE CONDITIONS IMPOSED BY THE CITY OF PORTLAND IN CASE FILE NO. LUN 31-00741 MP.

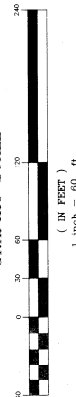
I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT

REGISTERED PROFESSIONAL LAND SURVEYOR
Thomas P. Benhauer
OREGON
THOMAS P. BENHAUER
#2854
EXPIRES 12-31-03



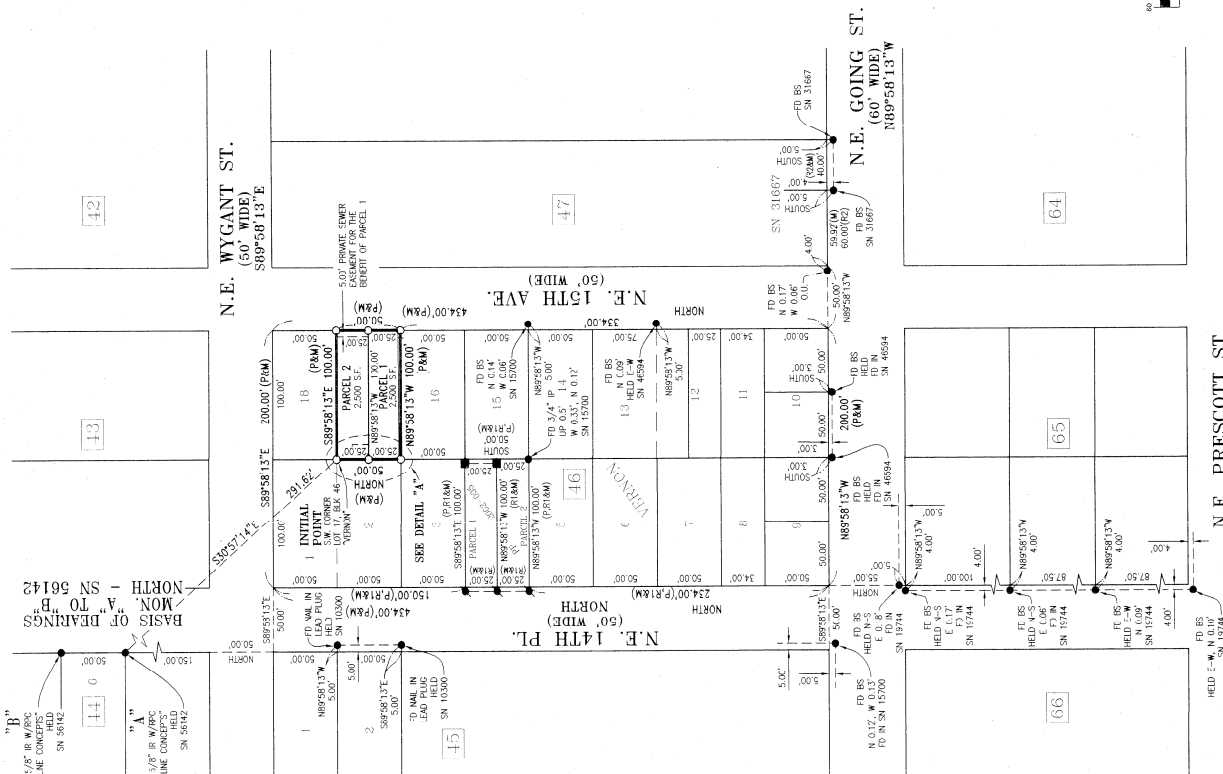
W.B. WELLS
and associates, inc.
ENGINEERS-SURVEYORS-PLANNERS
4230 NE FREMONT STREET
PORTLAND, OREGON 97213
PHONE (503) 284-6898 FAX (503) 284-6550
E-MAIL: address@wellsandassociates.com

GRAPHIC SCALE



JOB NO. 02-011 P\02-011\02011MP.DWG AMJ

SHEET 1 OF 2



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

PARTITION PLAT NO. 2002-27

A REPLA OF LOT 17, BLOCK 46 OF THE DULY RECORDED PLAT OF "VERNON" BEING IN THE NE 1/4 OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CITY OF PORTLAND, COUNTY OF MULTNOMAH, STATE OF OREGON.

SURVEYED JANUARY 22, 2002
JOB NO. 02-011 P:\02-011\02011MP.DWG

CITY OF PORTLAND APPROVALS

LAND DIVISION NO. LUR 01-00741 MP

APPROVED THIS 21 DAY OF March, 2002
CITY OF PORTLAND PLANNING AND DEVELOPMENT REVIEW

BY: Shirley J. Foster (P.E.)
PLANNING DIRECTOR'S DELEGATE

APPROVED THIS 21 DAY OF March, 2002
CITY OF PORTLAND - CITY ENGINEER'S DELEGATE

BY: Steven R. Piarra

MULTNOMAH COUNTY APPROVALS

APPROVED THIS 24th DAY OF March, 2002
COUNTY SURVEYOR
MULTNOMAH COUNTY, OREGON

BY: Robert A. Hendon

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY O.R.S. 92.095 HAVE BEEN PAID AS OF March 28, 2002
DIRECTOR, DIVISION OF ASSESSMENT & TAXATION
MULTNOMAH COUNTY, OREGON

BY: J. J. [Signature] DEPUTY

STATE OF OREGON }
COUNTY OF MULTNOMAH }

I DO HEREBY CERTIFY THAT THE ATTACHED PARTITION PLAT WAS RECEIVED FOR RECORD AND RECORDED March 28, 2002
AT 10:40 A.M. AND RECORDED AS PARTITION PLAT NO. 2002-27

COUNTY RECORDING OFFICE

BY: Just Holladay DEPUTY
DOCUMENT NO. 2002-095648



JOB NO. 02-011 P:\02-011\02011MP.DWG
SHEET 2 OF 2

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS THAT GIC PROPERTIES, INC. AN OREGON CORPORATION IS THE OWNER OF THE PROPERTY REPRESENTED ON THE ANNEXED MAP AND MORE PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, AND DOES HEREBY MAKE, RECORD AND FILE THIS DECLARATION TO CORRECT THE TRUE AND CORRECT MAP AND PLAT THEREON. ALL PARCELS BEING OF THE DIMENSIONS SHOWN THEREON. THE DECLARANT HAS CAUSED THIS PARTITION PLAT TO BE PREPARED AND THE PROPERTY TO BE PARTITIONED INTO PARCELS, WITH EASEMENTS GRANTED, AS SHOWN AND NOTED, IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 92 OF THE OREGON RECYCLED STATUTES.

Gerald R. Engler
PRESIDENT
GIC PROPERTIES, INC.

ACKNOWLEDGMENT

STATE OF OREGON }
COUNTY OF MULTNOMAH }

THIS IS TO CERTIFY THAT ON THE 8th DAY OF March, 2002, I, the undersigned, a Notary Public in and for said State and County, personally appeared GERALD R. ENGLER, who being duly sworn, did say that he is the PRESIDENT of GIC PROPERTIES, INC. and he did declare to me that he executed the SAME, AS HIS OWN FREE ACT AND WILL, ON BEHALF OF SAID CORPORATION.

Kathleen M. Johnson
NOTARY SIGNATURE

Robert A. Johnson
NOTARY PUBLIC - OREGON

COMMISSION NO. 329250

MY COMMISSION EXPIRES December 11, 2003

SURVEYOR'S CERTIFICATE

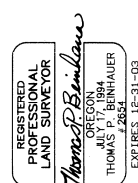
I, THOMAS P. BENHAUER, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THIS PARTITION PLAT, SAID LAND BEING DESCRIBED AS FOLLOWS:

LOT 17, BLOCK 46 OF THE DULY RECORDED PLAT OF "VERNON" MULTNOMAH COUNTY, OREGON, BEING THE NORTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CITY OF PORTLAND, COUNTY OF MULTNOMAH, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" IRON ROD WITH RED PLASTIC CAP MARKED "CENTERLINE" OF SAID SOUTH LINE OF SAID LOT 17, 50.00 FEET SOUTH OF THE WEST LINE OF SAID LOT 17, 100.00 FEET WEST, BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF N.E. 14TH AVENUE (50 FEET WIDE), THENCE SOUTH 305°11'41" EAST, 291.62 FEET TO THE NORTHWEST CORNER OF SAID LOT 17 MARKED WITH A SET 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED "W.B. WELLS & ASSOC., INC.", AND BEING THE INITIAL POINT OF THIS PARTITION PLAT; THENCE SOUTH 89°58'13" WEST, ALONG THE NORTH LINE OF SAID LOT 17, 100.00 FEET TO THE NORTHEAST CORNER THEREOF; ALSO BEING A POINT IN THE WEST RIGHT-OF-WAY LINE OF NORTHEAST 15TH AVENUE (50 FEET WIDE), THENCE SOUTH 10°00'00" WEST, ALONG THE SOUTH LINE OF SAID LOT 17, 101.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 17, 50.00 FEET TO THE INITIAL POINT.

CONTAINING 5,000 SQUARE FEET.

I, THOMAS P. BENHAUER, STATE THAT THIS PLAT OR SURVEY WAS PREPARED USING HEWLETT-PACKARD POLYESTER FILM



I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH AND MONUMENT THE BOUNDARY AND LOCATION OF LOT 17, BLOCK 46 OF THE DULY RECORDED PLAT OF "VERNON", MULTNOMAH COUNTY, PLAT RECORDS.

A RANDOM TRAVERSE WAS RUN LOCATING THE MONUMENTS SHOWN ON JANUARY 22, 2002. THE WEST LINE OF SAID BLOCK 46, ALSO BEING THE EAST RIGHT OF WAY LINE OF N.E. 14TH AVENUE, WAS ESTABLISHED BY HOLDING THE FOUND MONUMENTS ALONG N.E. 14TH AVENUE, AS SHOWN. THE EAST LINE OF SAID LOT 4 WAS ESTABLISHED PARALLEL WITH AND PLAT DISTANCE FROM THE WEST LINE OF SAID BLOCK, AS SHOWN. THE SOUTH LINE OF SAID BLOCK 46, ALSO BEING THE NORTH RIGHT OF WAY LINE OF N.E. GOING STREET, WAS ESTABLISHED PARALLEL WITH AND PLAT DISTANCE FROM THE NORTH LINE OF SAID BLOCK 46, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF N.E. WYANT STREET, WAS ESTABLISHED PARALLEL WITH AND PLAT DISTANCE FROM THE SOUTH LINE OF SAID BLOCK 46, AS SHOWN. THE NORTH AND SOUTH LINES OF SAID LOT 17 WERE ESTABLISHED PARALLEL WITH AND PLAT DISTANCE FROM THE SOUTH LINE OF SAID BLOCK 46, AS SHOWN. THE MONUMENTS WERE PLACED AT THE INTERSECTION OF THE BLOCKS AND SURVEYS IN THE IMMEDIATE AREA, A BEST FIT OF THE LOCAL MONUMENTS WAS ESTABLISHED AND HELD, AS SHOWN.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

FT AT

After recording return to:
GLC Properties Inc
1975 SW 1st Ave Suite H
Portland, OR 97201

P/u 4-4-02

01-03-2023 01-03-2023

Recorded in the County of Multnomah, Oregon

C. Swick, Deputy Clerk
Total : 64.00
2002-061269 04/04/2002 02:06:40pm ATKLM
C73 10 REC SUR DOR OLIS
50.00 3.00 10.00 1.00

**DECLARATION of COVENANTS, CONDITIONS
& RESTRICTIONS**

This Declaration made this 3rd day of April, 2002 by **GLC Properties, Inc.**, an Oregon Corporation herein after called the Declarant:

WITNESSETH:

Whereas the Declarant is the owner of all of the real property described below, herein after called the Property, and desires to create thereon a planned community.

PARTITION PLAT NO. 2002-27. A REPLAT OF LOT 17 BLOCK 46 OF THE DULY RECORDED PLAT OF "VERNON" BEING IN THE N.E. ¼ OF SECTION 23, TOWNSHIP 1 NORTH RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CITY OF PORTLAND, COUNTY OF MULTNOMAH, STATE OF OREGON.

The Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the Property in the covenants, restrictions and easements hereinafter set forth. Each and all of which are for the benefit of the Property and each owner of any Lot thereof.

NOW, THEREFORE, the declarant declares that the "Property" shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS:

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, and each contract

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purchaser, including a deedholder having such interest merely as security for the performance of an obligation.

Section 2. The "Property" or "Properties" shall mean and refer to all real property including Lots.

Section 3. "Lot" shall mean each of the parcels of land described above.

Section 4. "Street" means any vehicular access, highway or thoroughfare as shown on the recorded plat of the Properties.

Section 5. "Declaration" shall mean these covenants, conditions and restrictions and all other provisions herein set forth in this entire document.

Section 6. "The Declarant" shall mean and refer to GLC Properties, Inc., an Oregon corporation, its successors or assigns, or any successor or assign to all remainder of Declarants interest in the development of the Property.

Section 7. "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence.

Section 8. "Occupant" shall mean and refer to the occupant of a Living Unit who shall be the Owner, lessee, or any other person authorized by the Owner to occupy the premises. a.

Section 9. "Maintenance" shall mean any work required to keep the improvements in compliance with all applicable governmental regulations and the terms of this agreement including cleaning, repairs, reconstruction and replacement.

Section 10. "Storm Sewer" shall mean all improvements that are designed to handle storm water runoff and that are underground.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Multnomah County, Oregon, described as follows:

PARTITION PLAT NO. 2002-27. A REPLAT OF LOT 17 BLOCK 46 OF THE DULY RECORDED PLAT OF "VERNON" BEING IN THE N.E. ¼ OF SECTION 23, TOWNSHIP 1 NORTH RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CITY OF PORTLAND, COUNTY OF MULTNOMAH, STATE OF OREGON.

Section 2. Leases. Each Owner shall have the right to lease his Lot and the improvements thereon. Any said lease shall be in writing and shall provide that its terms be subject in all respects to the provisions of this Declaration, and that any failure by the lessee to comply with

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the provisions of said Declaration shall constitute a default under said lease. For purposes of this Section, the term "lease" includes, without limitation, a month-to-month rental agreement. However, no lease or other agreement shall relieve the Owner of responsibility and liability for compliance with these covenants.

ARTICLE III

PARTY WALLS AND COMMON ELEMENTS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of Living Units upon the Properties and placed on, or immediately adjacent to and parallel with the dividing line between the Lots shall constitute a party wall.

The common elements consist of gutters, storm sewers, rain drains and footings drains within the property lines of the lots and the roof overhangs, structural connections or other elements as necessary for the common areas of the structure.

To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and common elements and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. A party wall and any common elements shall be maintained in a good and safe condition. The cost of reasonable repair and maintenance of a party wall or common elements shall be shared by the Owners who make use of the wall or common elements in proportion to such use. The word "use" as referred to in this Article means ownership of a Living Unit or other structure, which incorporates any part of such wall or common elements.

Section 3. Destruction by Fire or Other Casualty. If a party wall or common element is destroyed or damaged by fire or other casualty, any Owners who have used the wall or common element may restore it, and if the other Owners hereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The Owner repairing or reconstructing a party wall shall have the right of access over the adjacent Owner's Lot to the extent reasonably necessary to effect the repair or reconstruction.

Section 4. Weatherproofing. Notwithstanding, any other provision of this Article, an Owner who, by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Encroachments. If any portion of a party wall or other part of a building or structure now or hereafter constructed upon said Property encroaches upon any part of the

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Lot or Lots used or designated for use by another Lot Owner, an easement for the encroachment and for the maintenance of same is granted and reserved and shall exist, and be binding upon the Declarant and upon all present and future owners of any part of said Property for the benefit of the present and future owners of such encroaching building, or structure for the purposes of occupying and maintaining the same. In the event a structure consisting of more than one Living Unit becomes partially or totally destroyed, or in need of repair or replacement, mutual and reciprocal easements are granted and reserved in and upon each Dwelling Unit and Lot for the repair. No such easement shall exist, however, in respect to an encroachment caused by construction of any improvement on any Lot after completion of construction of the original improvement thereon by the Declarant.

ARTICLE IV

UTILITY EASEMENTS AND COMMON SEWER/STORM MAINTAINENCE AREEMENT

Section 7. Purpose of Agreement. The purpose of this agreement is to provide for the construction and perpetual maintenance of a common storm sewer sanitary sewer easement and the improvements therein.

Section 8. Legal Description.

The Private Utility Easement for Sanitary Sewer and Storm Sewer is described as:

The Easterly 15 feet of the Subject Property.

The "PRIVATE EASEMENT FOR STORM WATER DISPOSAL FOR THE BENEFIT OF PARCEL 1" as shown on the plat is hereby vacated.

The parcel of land, which jointly own and utilize the easements for storm drain and sanitary sewer purposes are described as:

PARTITION PLAT NO. 2002-27. A REPLAT OF LOT 17 BLOCK 46 OF THE DULY RECORDED PLAT OF "VERNON" BEING IN THE N.E. ¼ OF SECTION 23, TOWNSHIP 1 NORTH RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CITY OF PORTLAND, COUNTY OF MULTNOMAH, STATE OF OREGON.

Section 9. Construction of Improvements. The Declarant shall construct the storm and sanitary sewer improvements at it's expense.

Section 10. Ownership. The Declarant is the owner of the improvements. As The Declarant transfers each lot to subsequent purchasers, each purchaser shall acquire an undivided ownership interest in the improvements. When GLC Properties Inc. has conveyed all lots to others their ownership interest shall terminate.

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4-4-02

Section 11. Maintenance.

a. Sanitary Sewer

The owners of the property shall be jointly and equally responsible for the maintenance of the sanitary sewer manhole and lateral to the property line. Maintenance to the sewer lines upstream of the manhole shall be the responsibility of the property owner the line serves. If, however, the act or omission of any owner or guest, invitee, licensee, contractor, or agent of an owner cause damage to the improvements, the owner shall be responsible for repair of the improvements.

b. Storm Sewer

The common storm system consists of a 4-foot by 5-foot drywell and the storm piping that is located in the common easement. The owners of the property shall be jointly and equally responsible for the maintenance of the storm sewer system. If, however, the act or omission of any owner or guest, invitee, licensee, contractor, or agent of an owner cause damage to the improvements, the owner shall be responsible for repair of the improvements.

Section 12. Indemnification. The owners of the Private Utility Easements shall hold harmless, defend and indemnify the City of Portland and City's officers, agents and employees against all claims, demands, actions and suits, including attorney's fees and cost brought against them arising out of failure to properly design, locate construct or maintain the improvements located in the Utility Easements which are subject to this agreement.

All workers under taking maintenance work on The Utility Easement improvements shall have standard liability insurance in a reasonable amount from a reputable insurance company, which protects each owner.

Each of the owners of the Utility Easement and the sidewalk adjacent thereto shall release and indemnify the others against all liability for injury to an owner, member of the owner's family or resident of an owner's home for injury or for property damage when it results from any undertaking pursuant to this agreement.

Section 13. Termination. The owners may not amend, withdraw from or dissolve the Provisions of this ARTICLE agreement without written approval of the City of Portland. If this agreement is a condition of the approval of a division of property, the city of Portland may require such condition to be modified before permitting this agreement to be dissolved or permitting a party to withdraw from this agreement.

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ARTICLE V

USE RESTRICTIONS & ARCHITECTURAL CONTROLS:

Section 1. City of Portland Restrictions. All uses, occupancy, construction and other activities conducted on any Lot shall conform with and be subject to applicable zoning, use restrictions, construction and building codes of the City of Portland, and further to the restrictions of all other applicable public authorities, and to the extent the following restrictions may be in conflict therewith, the same shall be deemed modified thereby.

The elements shall be maintained in compliance with the appropriate State of Oregon's Structural Specialty Code and Plumbing Specialty Code. Structural elements identified or necessary for lateral stability, including but not limited to horizontal and vertical strapping, foundation tie-downs, and plywood sheathing shall not be altered without the analysis and approval of a structural engineer registered in the State of Oregon, and by permit from the governing jurisdiction.

This section shall not be amended without prior written approval from the governing jurisdiction.

The parties shall hold harmless, defend and indemnify the City of Portland and the City's officers, agent and employees against all claims, demands, actions and suits, including attorney's fees and costs brought against any of them arising out of the failure to properly design, locate, construct, repair or maintain the elements.

The declarant acknowledges that this agreement is executed in part to comply with the appropriate State of Oregon specialty code.

Section 2. Affirmative Duty of Maintenance. Each Owner shall be responsible for maintaining, painting or staining, and generally keeping in good order and repair the exterior of any improvement on any of the Properties owned by such Owner, and such Owner shall be responsible for trimming and maintaining the lawns, shrubbery, planting, trees and other landscaping thereon in a neat and proper condition consistent with good horticultural practices, it being the intention of this provision that the Properties and improvements thereon shall be maintained by the Owners thereof to provide for the preservation and enhancement of the property values of said community.

Section 3. Uniformity of Color and Decor. The color, decor and type of any material, placed by an Owner on any on the exterior of any improvement sharing a party wall(s) as defined in Article III, hereof shall be of the same color, decor and type of material used on such improvement when it was originally constructed in order to maintain uniformity of color, decor and type of material among all improvements sharing the party wall(s), unless all Owners sharing the party wall(s) agree otherwise, in writing.

Section 4. Land Use and Architectural Control.

(a) No Lot shall be used except for single-family residential purposes.

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4-4-02

(b) No building, fence, wall satellite dish, antennae or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition, to or change or alteration therein, to be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and locations of the same shall have been submitted to, and approved in writing as to the harmony of external design and location to surrounding structures and topography by all Owner(s) of the Property. If the Owners cannot agree, such matters may be approved by the arbitrators, if they find the proposed change is reasonable and consistent with the existing development and in harmony with it's design.

Section 5. Use Restrictions. The following restrictions shall be applicable to the use of any of the Properties subject to this Declaration and each Owner is responsible hereunder with respect to any portion of the Properties owned by such Owner:

(a) No animals or fowls shall be raised, kept or permitted upon the Properties or any part thereof, excepting only domestic dogs and cats, and excepting caged pet birds or fish kept within the Dwelling House, provided said dogs, cats and pet birds are not permitted to run at large and are not kept, bred or raised for commercial purposes or in unreasonable numbers.

(b) No noxious or offensive activity shall be carried on upon the Properties or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district, including permitting the landscaping on any Lot to become overgrown or permitting any structure on any Lot to become unsightly.

(c) No trailer, camper, boat, RV or inoperable vehicle shall be stored or in the open on the street or any Lot for a period to exceed forty-eight (48) hours in any calendar month. All permanent storage for the items outlined above shall be provided by garage, carport or suitably screened storage areas. No maintenance or repair of any motor vehicle, trailer, camper, or any other article of personal property shall be conducted except in an approved storage area.

(d) No trash, garbage, ashes or other refuse, junk vehicle, underbrush or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any portion of the Properties.

(e) No exterior clotheslines are allowed that can be seen from any streets or adjacent Lot.

(f) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence, either temporary or permanent.

(g) No front yard will be allowed to remain without landscaping for a period to exceed six (6) months from the date of occupancy. Landscaping shall be continuously maintained in good presentable condition.

(h) No sign shall be displayed to public view on any Lot except as follows:

(1) One identification sign, not larger than 3/4 of one square foot.

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4-4-02

(2) One sign not larger than four square feet advertising the Property for sale or rental.

(3) Builder's sign during construction and initial sale period.

ARTICLE VI

OBLIGATION TO REBUILD

Section 1. Damage and Destruction Affecting Residences: Duty to Rebuild. If all or any portion of any residence is damaged or destroyed by fire or casualty, it shall be the duty of the Owner of said residence to rebuild, repair, reconstruct said residence, in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty.

Section 2. Time Limitation. The Owner or Owners of any damaged residence shall be obligated to proceed with all due diligence hereunder and shall commence reconstruction within three (3) months after the damage occurs. They shall complete the exterior reconstruction within six (6) months after the damage occurs, unless prevented by causes beyond their reasonable control.

ARTICLE VII

GENERAL PROVISIONS

Section 1. It is the intent of GLC Properties Inc. to create a continuing obligation and right on the part of themselves and subsequent owners of the land. The covenants and restrictions of the Declaration shall continue in perpetuity. They shall run with and bind the land. They shall insure to the benefit of and be enforceable to the Owner of any Lot or Living Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns

Section 2. Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Properties under rights derived from an Owner shall comply with all of the provisions of these Declaration restricting or regulating the Owner's use and enjoyment of the Properties and shall be liable to any Owner under Section 3 hereof as though an Owner. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if such Owner had committed the failure.

Section 3. Arbitration. In the event of any dispute arising under the provisions of these covenants, in which the parties cannot agree, any party may apply to the presiding Judge of the Circuit Court of Multnomah County to appoint an Arbitrator to decide the question. The Arbitrator shall give notice to all other involved parties of a hearing to take testimony not less than 10 days and no more than 30 days after the Arbitrator is appointed.

At the hearing the parties shall appear without the benefit of counsel. After the end of the meeting and within 15 days thereafter, the Arbitrator shall render his decision, which shall be final and binding on all parties. This decision may be reduced to a judgment and may be executed upon as any judgment by a court may be.

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4-4-02

- (f) Declarant shall have the right to assign any and all of its rights, including, without limitation, Declarant's architectural approval rights or to share such rights with one or more other persons exclusively, simultaneously, or consecutively.
- (g) Declarant shall have the sole right to amend this Declaration or any part thereof for the purpose of bringing the same into conformity with the requirements of state and local building and specialty codes, the requirements of any applicable agency having jurisdiction over the filing and /or sale of lots in residential subdivisions, and the requirements of any federal or quasi-federal agency with respect to the qualification of the property for federally insured loans and the sale thereof in the secondary mortgage market including, but not limited to, the FHA, Fannie May, Freddie Mac, VA and Oregon DVA.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be duly executed the

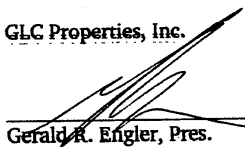
The Arbitrator may employ such experts as deemed necessary and may adjourn the meeting from time to time prior to rendering the decision. The costs of the Arbitrator and all costs arising therefrom shall be shared equally by the parties regardless of the outcome.

4-4-02

- (f) Declarant shall have the right to assign any and all of its rights, including, without limitation, Declarant's architectural approval rights or to share such rights with one or more other persons exclusively, simultaneously, or consecutively.
- (g) Declarant shall have the sole right to amend this Declaration or any part thereof for the purpose of bringing the same into conformity with the requirements of state and local building and specialty codes, the requirements of any applicable agency having jurisdiction over the filing and /or sale of lots in residential subdivisions, and the requirements of any federal or quasi-federal agency with respect to the qualification of the property for federally insured loans and the sale thereof in the secondary mortgage market including, but not limited to, the FHA, Fannie May, Freddie Mac, VA and Oregon DVA.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be duly executed the day and year first above written.

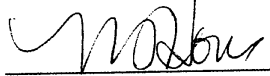
GLC Properties, Inc.


Gerald R. Engler, Pres.

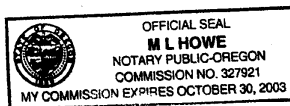
STATE OF OREGON, County of Multnomah

This instrument was acknowledged before me on the 4th day of April, 2002 by Gerald R. Engler, as President of GLC Properties, Inc.

IN TESTIMONY WHEREOF, I have here unto set my hand and affixed my official seal the day and year last above written.


Notary Public for Oregon.

My Commission expires 10/30/03



10 - Declaration of Covenants and Restrictions

4-4-02

The Arbitrator may employ such experts as deemed necessary and may adjourn the meeting from time to time prior to rendering the decision. The costs of the Arbitrator and all costs arising therefrom shall be shared equally by the parties regardless of the outcome.

Section 4. Enforcement. Any Owner shall have the right to apply to a court of competent jurisdiction for enforcement of the arbitration clause and for temporary relief pending the outcome of the arbitration. Failure of any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any notice, demand or report required under this agreement, shall be sent to each owner in care of the street address of his parcel or in the event the owner does not reside on said property in care of the current property tax notification address of the property; provided, however that an owner can change their notification address by written notice to each other owner. Any required notice or demand shall be made by hand delivery or certified mail and shall be deemed received on actual receipt or 48 hours after being mailed whichever occurs first.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court decree shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Amendment. These covenants, or any provision thereof may be amended or repealed in whole or in part by an instrument signed by all the then Owners of the Lots. Any amendment must be properly recorded.

Section 7. Developers Rights. The Declarant shall have the following rights so long as the Declarant owns one lot or unit in of the Property or five percent (5%) of all lots or units, whichever is greater.

- (a) A continuing easement over and along all of the property for the purpose of completing any construction including the furnishing and decoration of any unit, sales office, or model, and the right to store materials on the property reasonable places and for reasonable lengths of time.
- (b) The right to maintain a sales and /or rental office and/or sales or rental models in one or more of the units which Declarant owns. Declarant, Declarant's agents and prospective purchasers shall have the right to park automobiles on the property and to use and occupy the lot upon which any Declarant - owned unit is located and to occupy the sales and /or rental office and models during reasonable hours any day of the week.
- (c) To post such "For Sale" and/or "For Rent" signs at such reasonable locations on any part of the Property as Developer in the Developer's sole discretion may require.
- (d) That no amendment hereof shall be effective without the consent of the Declarant.
- (e) That Declarant shall have the sole right to exercise all use, occupancy, construction and architectural control and approvals so long as Declarant owns the minimum number of units specified above.

9 - Declaration of Covenants and Restrictions

4-4-02