MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

AFFECTING HILLCREST SUBDIVISION PARTS 1, 2, 3 AND 4 (A PORTION OF WHICH IS BEING DEVELOPED AS COLUMBIA HILLS)

Hillcrest Subdivision, parts 1, 2, 3 and 4, (hereinafter Hillcrest) is located in Columbia County, Oregon, and consists of 1,133 lots in total. (A portion of Hillcrest, and perhaps eventually all, is being developed as a residential community known as Columbia Hills.) An original declaration entitled "Declaration of Conditions and Restrictions Affecting Hillcrest Additions" was recorded August 1, 1957 in Book "M" beginning at Page 98 of Miscellaneous Records of Columbia County. This declaration allowed for amendment by majority vote. Subsequent amendments were duly made and recorded on July 26, 1979 in Deed Book 225, beginning at Page 619, on November 6, 1981 in Deed Book 240 beginning at Page 806, and on September 6, 1994 Document 94-08583. All amendments retained the stipulation allowing amendment by the owners of a majority of the lots in Hillcrest.

The owners of a majority of the lots in Hillcrest now wish to amend again these covenants, conditions and restrictions. They therefore, by means of their signatures appended hereto, hereby adopt this document as an amendment to and replacement of the prior declarations and amendments thereto.

NOW, THEREFORE, in consideration of the foregoing, the owners of a majority of the lots in Hillcrest:

- A. Have mailed notice and copies of these amendments to all owners of lots in Hillcrest and provided an opportunity for them to participate or object.
- B. Amend the earlier declaration and amendments in their entirety and substitute in their place the protective covenants, conditions and restrictions provided herein, hereinafter called "Master CC&Rs". These Master CC&Rs apply to all property in Hillcrest. Furthermore, they run with the land, binding all current and future owners, and are made a part of all conveyances hereafter.
 - C. Hereby declare the following:

Preamble

WHEREAS, the Hillcrest property owners desire to provide for the preservation and enhancement of property values, amenities, and opportunities in Hillcrest which contribute to the personal and general health, safety, and welfare of residents, and to provide further for the maintenance of the land and improvements thereon, and to this end they desire to subject all property within Hillcrest, together with any such additions as may hereafter be made thereto (as provided in Article I), to the Master CC&Rs hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the Hillcrest property owners declare that the entirety of the property within Hillcrest Subdivision Parts 1, 2, 3 and 4, and such additions thereto as may hereafter be made, pursuant to Article I

hereof, is and are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

ARTICLE I Property Subject to These Master CC&Rs and Additions Thereto

- Section 1. **Subject Property.** All lots and other real property within Hillcrest Subdivision Parts 1, 2, 3 and 4, are subject to these Master CC&Rs. These Master CC&Rs run with the land, bind all current and future owners, and are made a part of all conveyances of such lots and other real property.
- Section 2. **Additions to the Properties.** Additional properties shall become subject to these Master CC&Rs upon recording of a consent of the owners of two-thirds (2/3) of the lots already subject to the CC&Rs. For added properties, each separate parcel as shown on the assessor's records of Columbia County shall be considered a lot for the purposes of this document. If any parcel is divided after it is added to the Properties, then such new parcels as are created shall each be a lot for purposes of this document. All the terms of this document shall apply to all such additions.
- Section 3. **Supplemental CC&Rs.** The owners of a group of lots in Hillcrest may make their property and only their property subject to supplemental covenants, conditions and restrictions. (This is the procedure being followed by the owners of lots constituting Columbia Hills.) Supplemental CC&Rs may contain provisions, conditions, covenants, and restrictions intended to promote further the personal and general health, safety, and welfare of the residents within the area affected by the supplemental CC&Rs.

ARTICLE II Covenants and Use Restrictions

The following covenants and use restrictions are applied to Hillcrest.

- Section 1. **Completion of Structure.** All structures for which a building or siting permit has been issued by Columbia County shall be completed within one year from the date on which any construction, including that of the foundation, has been initiated.
- Section 2. **Occupancy Permits.** No person shall reside in Hillcrest, either temporarily or permanently, except in a structure for which an occupancy permit has been issued, referred to herein as a Living Unit.
- Section 3. **Single Family Living Home.** No home shall be designed or built for occupancy for other than a Single Family Dwelling, as that term is defined by the Columbia County zoning ordinance then in effect.
- Section 4. **Manufactured Dwellings.** Manufactured Dwellings as defined in ORS 446.003(22)(a) (1993 edition) may not be built or placed upon the property, with the exception of the living unit on Lots 1, 40, 41, Block 16, Hillcrest Subdivision Part 1 which is already in place at this time. Notwithstanding the above, if a person or cooperating group of persons owns thirty (30) or more Hillcrest lots and is engaged in development activities, then such person or group may be allowed to site one or more manufactured dwellings, mobile homes or travel trailers of lesser size for promotion, office, staff quarters or security purposes.

Section 5. **Floor Space.** No home shall have less than one thousand seven hundred (1,700) square feet of enclosed and covered living space excluding the garage.

Section 6. **Garages.** All homes shall have at least double garages. Clear space for storage of at least one passenger vehicle shall be available at all times. To the extent reasonably possible, garages shall be oriented to mitigate their impact on street views; this principle should be a consideration in architectural review, if it exists.

Section 7. **Fire Prevention.** Roofs are preferably to be of fire retardant materials and the degree of fire retardation shall be a consideration in the choice of other building materials; these principles are to be a consideration in architectural review, if it exists. Brush shall be maintained in such a way that it will not fuel a fire. On any lot where brush poses a fire hazard and the lot is within 300 feet of a home on another lot, the owner of the home and/or a homeowners association have the right to enter upon the lot and cut the brush. To exercise this right, notice of the danger and the need to cut the brush shall be given by the endangered home's owner or by a relevant homeowners association to the lot owner. The notice also shall contain a statement to the effect that if the brush is not cut by the owner within thirty (30) days of the date of the notice, the affected homeowner or the homeowners association shall have the right to enter upon the lot and cut the brush. If the lot owner fails to perform, the homeowner or homeowners association, or either of their agents, may enter upon the lot and cut the brush (including any trees of less than four inches diameter at breast height).

Section 8. **Water Conservation.** Water conservation benefits all occupants of the Hillcrest subdivision. Irrigated yard and garden areas should be limited and homes should have water conservation fixtures. Specific restrictions may be set forth by any water suppliers and/or by the homeowners association if one exists. Water conservation should be a consideration in architectural review, if it exists.

Section 9. Road Construction and Reimbursement. Lots were sold initially in Hillcrest with only partially completed roads. Columbia County has required that roads be improved as a condition of the issuance of building permits. If one lot owner, whether developing property for sale or securing a building permit, constructs road improvements on any road in the Subdivision, then, before another owner commences construction of a home on property fronting the improved road, that owner shall reimburse the owner who paid for the road. The reimbursement shall be calculated as a proportion of the total cost of the road improvement, the portion being the length the parcel on which the home is to be built or sited fronts on the road divided by the total length of the parcels fronting the improved road segment, though only including in that segment the portion of the improved road within that block. If a lot fronting on two streets has already paid its share of the cost of road improvements, including paving, of the road fronting one side, the owner of that lot shall not be required to share in the cost of road improvements on the other side and the length of the second side shall not be included in the total length of the parcels sharing the total cost of the road improvements on the other side. If, however, both sides have already been improved, the owner shall reimburse one-half the share of the cost for each side.

Section 10. **Road Maintenance Cost Sharing.** As a condition of the issuance of building permits in Hillcrest, Columbia County has required that homeowners commit to paying for the maintenance of the roads (except for the County maintained Callahan Road) and have recognized a homeowners association as the appropriate vehicle for arranging for decisions by the lot owners regarding the maintenance and repair of the roads and for collecting funds to accomplish such purposes. Every homeowner in Hillcrest, whether or not a member of the homeowners association, shall pay the prorated share of the road and sidewalk/trail maintenance costs assigned to his and/or her property. Every homeowner making such payments shall have the right to vote on all matters directly affecting such

payments. Homeowners whose primary access is on Callahan Road who use access other then from Callahan Road usually less then once a month, and have never used it more often, shall not have to share in maintenance costs for the other roads.

Section 11. **Utility Easements; Certain Plat Easements Extinguished.** The original subdivision plats of Hillcrest reserved easements five feet wide along all lot boundaries for utilities and drainage. If a homeowners association exists, it may also non-exclusively reserve portions of these easements for road improvements and for walking, jogging and/or hiking trails. If a utility supplies services to Hillcrest lots, it shall use the public right-of-way unless the terrain makes this infeasible; in such a case it may use the five foot wide easement along property lines, but only for the area of infeasible terrain. If a homeowners association, any lot owner or any utility entity providing service to Hillcrest lots uses any of these easements as provided for in the plat, then the association, owner or entity may, but is not required to, record a Notice of Use of Easement; any such Notice shall provide specificity as to which easement is used on which lot and the benefiting homeowners association, lot owner or utility entity. The dedication of these easements notwithstanding, if any lot(s) or portion(s) thereof are developed as a single homesite or, more specifically, irrevocably joined as a group by recorded instrument, the easements along the original platted lot boundaries which are not exterior boundaries to such group are thereby extinguished, provided, however, that the interior easements have not already been put to use as provided for in the plat.

Section 12. **Property Line Adjustments.** Adjustment of property lines between adjacent lots is allowed, if allowed by Columbia County. Unless an easement along the prior lot line has been put in use, the easement shall be moved along with an adjusted lot line. If an easement has been put in use, the owner (s) benefiting from the lot line adjustment may choose to relocate the easement and use to the new lot line, but only if the use can be reasonably relocated and if it is done at its (their) sole expense. If a lot owner or utility entity has recorded a Notice of Use of Easement designating an easement along the prior lot line, the lot owner(s) seeking the relocation of easement shall require a signed agreement by the owner or entity using the easement, which agreement shall not be unreasonably withheld, and the lot owner seeking such relocation shall record said agreement.

Section 13. Antennae and Satellite Dishes. Not more than one outdoor antenna shall be allowed per Living Unit. Antennae shall be attached to the Living Unit or Garage and shall not exceed five feet in height above the highest roof line. Satellite dishes shall be allowed provided they are: not more than eighteen (18) inches in diameter, colored to blend in with the surrounding building or landscape, not located in the frontyard, and not located closer than twenty (20) feet to any other property line (except where an adjoining owner has given permission in writing which is acknowledged). Any recorded permission given shall bind subsequent owners of the adjacent property.

Section 14. **Corner Obstructions.** Corner lots, where roads intersect, shall have no sight obstruction, whether it be a building, landscaping or brush, between three (3) and ten (10) feet in height, as measured from street grade, located in the area between the paved streets and a line beginning at the point twenty (20) feet from the intersection along one street to the corresponding point twenty (20) feet from the intersection along the other street.

Section 15. **Signs.** No signs shall be allowed, except "for sale" signs or political signs (not displayed more than 30 days in advance nor five days after the election date to which the sign refers). Such signs shall be limited to not more than two signs, each not exceeding 864 square inches nor 36 inches on a side. Notwithstanding the above, any owner (or group of owners) of more than 100 lots may construct permanent signage identifying the community.

- Section 16. **Outside Storage.** No more than two (2) vehicles (only one of which may be a motor home, boat, travel trailer or trailer) shall be regularly stored outside of the garage, either on private property or on the street right-of-way. No inoperable or unlicensed vehicle may be stored outside.
- Section 17. **Off-road Vehicles.** No motorized off-road vehicle, as the term "off-road vehicle" is used by the State of Oregon, shall be allowed to operate anywhere in Hillcrest except (a) on right-of-ways improved for use by passenger vehicles and (b) on the operator's property.
- Section 18. **Livestock and Animals.** Except as to large lots in the buffer area of the Hillcrest Subdivision as found in the Exception to the Columbia County Comprehensive Plan of 1984 and except as provided herein, no livestock shall be kept or maintained in Hillcrest. In order to minimize the effects of domestic animals on wildlife in Hillcrest and the surrounding area, (1) not more than two (2) dogs in excess of six (6) months of age shall be kept by residents of any home, and such dog(s) shall at all times be under residents' voice control or attached by leash held by the resident or attached to an immovable object, or otherwise restrained, (2) not more than two (2) domestic cats in excess of six (6) months of age shall be kept, and (3) no horses shall be kept unless four (4) acres or more are owned or leased and not more than one (1) horse shall be kept per two (2) acres of land owned or leased.
- Section 19. **Weapons.** The discharging of firearms, the shooting of arrows, the setting off of any explosive, or the launching of any fuel propelled device is prohibited.
- Section 20. **Home Occupations.** Home occupations, that is, occupations conducted in a home, are allowed provided that:
- (a) No person other than members of the family residing in the Living Unit shall be engaged in such occupations;
- (b) The use of the home for such occupations shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than twenty-five (25) percent of the floor area of the home, including garage area, shall be used in the conduct of such home occupation;
- (c) There shall be no change in the outside appearance of the Living Unit or other visible evidence of the conduct of such home occupation;
 - (d) There shall be no sales on the premises, except by electronic or mail communication;
- (e) No traffic shall be generated by the home occupation other than would normally be expected in a residential neighborhood; and
- (f) No equipment or process shall be used in such home occupation that creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the premises. No equipment shall be used which creates visual or audible interference in any radio or television or communication receivers or causes fluctuations in line voltage off the premises.
- Section 21. **Child Care.** Notwithstanding anything elsewhere provided, a child care facility may be operated on any lot if it otherwise meets state and local requirements.

Section 22. **Right to Quiet Enjoyment of Property.** Hillcrest property owners have a right to reasonable quiet enjoyment of their property.

ARTICLE III Duration

These Master CC&Rs shall run with the land and be binding on all owners and those claiming under them for a period of twenty (20) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years unless the owners amend them in accordance with the provisions for amendment in this document.

ARTICLE IV Amendments

Section 1. **Provision for Amendments.** These Master CC&Rs may be amended by an instrument signed by the then record owners of not less than the majority of the lots, except that any such amendments may not limit the powers of supplemental CC&Rs duly approved for a portion of Hillcrest.

Section 2. **Procedure for Amendments.** Prior to the time when signatures must be filed, each owner shall be mailed or given a copy of the proposed amendment and a signature page. Mailing to a list of owners as shown on the records of the County Assessor or Tax Collector shall be deemed adequate. Thereafter, each owner approving of such amendment shall sign his or her name and indicate his or her lots, block number, and date of signing on an original or signature page copy of the proposed amendment. All owners of a lot, as shown on the deed, must sign such amendment for the vote to count. If a lot or irrevocably joined group of lots is subject to a mortgage, trust deed, or contract of sale, the mortgagee(s) trustee(s) or contract sellers may by recorded notice require that its (their) signature(s) shall be obtained in addition to that of the owner.

When any owner has in his, her or its possession appropriately signed copies indicating approval of the necessary owners of a majority of the lots in all parts of Hillcrest taken together, he, she or it shall attach all signature pages to the original of the amendment, shall prepare and execute a certified statement that he, she, or it is an owner affected by the amendment, that proper notification to owners of the proposed amendment has been made, that all signatures are to the best of his, her, or its knowledge valid, and that the signatures represent a majority of all lots in Hillcrest Subdivision Parts 1, 2, 3 and 4, plus additional lots subject to the CC&Rs. The amendment, signature pages and certificate shall be combined in one document, shall be acknowledged before a notary public, and the document shall be recorded in Columbia County, Oregon. The amendment shall be effective as of the date of recording. If a homeowners association exists, and if the owners of a majority of the lots in Hillcrest, plus additional lots subject to the CC&Rs, duly approve the amendment, and if the board of the association has approved it, then on behalf of the owners approving the amendment an officer of the association may attach to the amendment a page or pages listing the approving owners and their ownership by lot and block and record the resulting document. Such attachment shall be deemed sufficient for purposes of showing the approval of the listed owners of the amendment.

ARTICLE V

Miscellaneous Provisions

Section 1. Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering Hillcrest under rights derived from an owner of any lot shall comply with all of the provisions of these Master CC&Rs. The owner of the Lot extending permission to others 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 effect as if the failure had been committed by the owner.

Section 2. Construction; Severability; Plural; Gender; Number; Captions. These Master CC&Rs shall be liberally construed to accomplish the purposes hereof. Nevertheless, each provision of these Master CC&Rs shall be deemed independent and severable, and the invalidation or partial invalidation of any provision by a court of competent jurisdiction shall not affect the validity or enforceability of any part and all of the remaining provisions. As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All numbers and captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Master CC&Rs.

Section 3. **Enforcement.** Any lot owner may enforce any of the provisions of this Declaration using the following procedure. If a homeowners association exists under Supplemental CC&Rs, it may have the right and responsibility to enforce the covenants and use restrictions against any lot in Hillcrest and its owner or owners, and a lot owner seeking enforcement shall first seek resolution using the procedures of the homeowners association. If the association does not act within a reasonable time, any owner of any lot in Hillcrest also shall have the right to enforce any of these CC&Rs. The association or enforcing lot owner shall first notify by letter the other lot owner of the nature of the complaint, citing the specific provision or provisions of this Declaration serving as the basis for the complaint. The notice letter shall be sent by certified mail, return receipt requested. The parties shall mutually seek to resolve the complaint.

If the procedures of the prior paragraph have been followed, but the complaint has not been resolved, then an owner may seek arbitration by making demand therefor on the other owner(s). Unless all of the owners party to the disagreement agree to having the matter resolved by a legal suit or action, such arbitration shall be the exclusive remedy. Any controversy or claim arising out of or relating to these CC&Rs, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Oregon Business Arbitration Rules or successor provisions, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event suit, action or arbitration is commenced to interpret or enforce any of the provisions of this Agreement, the losing party shall, in addition to any other payments required, pay the prevailing party's costs of such action or suit, including attorneys' fees, as the court or arbitrator shall adjudge reasonable in such arbitration, suit, action and any appeal therefrom.

For all the lots each of them owns in Hillcrest Subdivision Parts 1, 2, 3 and 4, the undersigned landowners do hereby approve of the Master Declaration of Protective Covenants, Conditions and Restrictions dated:		
COLUMBIA HILLS DEVELOPMENT COMPANY, an Oregon corporation	J. RICHARD RECHT	
By J. Richard Recht President	J. Richard Recht Individually	
recorded on 6/1/94 at Fee No. 94-05386 of the	er of Attorney and Proxy dated 6/11/87 for ARTHUR C. NELSON and	
By J. Richard Recht, President		
WILLIAM AND LESLEY HUNT		
By: COLUMBIA HILLS DEVELOPMENT COMPA as Attorney-in-Fact under Irrevocable Power HUNT and recorded on 6/1/94 at Fee No. 94-	er of Attorney and Proxy dated 6/11/87 for WILLIAM AND LESLEY	
By J. Richard Recht, President		

Master CC&Rs 8 February 27, 2002

HILLCREST INVESTMENTS, LTD.
By: COLUMBIA HILLS DEVELOPMENT COMPANY, an Oregon corporation, as Attorney-in-Fact under Irrevocable Power of Attorney and Proxy dated 6/11/87 for HILLCREST INVESTMENTS, LTD. and recorded on 6/1/94 at Fee No. 94-05386 of the Columbia County Records.
By
J. Richard Recht, President
KAREN S. RECHT
By: COLUMBIA HILLS DEVELOPMENT COMPANY, an Oregon corporation, as Attorney-in-Fact under Irrevocable Power of Attorney and Proxy dated 3/24/95 for KAREN S. RECHT and recorded on 3/28/95 at Fee No. 95-02569 of the Columbia County Records.
J. Richard Recht, President

SCAPPOOSE VENTURE/SCAPPOOSE PARTNERS

By: COLUMBIA HILLS DEVELOPMENT COMPANY, an Oregon corporation,

as Attorney-in-Fact under Irrevocable Power of Attorney and Proxy dated 6/11/87 for SCAPPOOSE VENTURE/SCAPPOOSE PARTNERS and recorded on 6/1/94 at Fee No. 94-05386 of the Columbia County Records.

J. Richard Recht, President

February 27, 2002 Master CC&Rs

MONIKA (ZIMMERMAN) NELSON

By: COLUMBIA HILLS DEVELOPMENT COMPANY, an Oregon corporation,

(NELSON) and recorded on 6/1/94 at Fee No. 94-05386 of the Columbia County Records.
By
J. Richard Recht, President
DONALD GRAVESTOCK
By: COLUMBIA HILLS DEVELOPMENT COMPANY, an Oregon corporation, as Attorney-in-Fact under Irrevocable Power of Attorney and Proxy dated 6/11/87 for DONALD GRAVESTOCH and recorded on 6/1/94 at Fee No. 94-05386 of the Columbia County Records.
J. Richard Recht, President
ACKNOWLEDGMENT
STATE OF OREGON)) ss. County of Multnomah)
Before me this day of July, 1994 appeared J. RICHARD RECHT, personally known to me, and also known to me to be the President of COLUMBIA HILLS DEVELOPMENT COMPANY, on his own behalf, on behalf of said company and as Attorney-in-Fact for ARTHUR C. NELSON, WILLIAM AND LESLEY HUNT, HILLCRES' NVESTMENTS, LTD., KAREN S. RECHT, SCAPPOOSE VENTURE/SCAPPOOSE PARTNERS, MONIKAZIMMERMAN (NELSON) AND DONALD GRAVESTOCK, and acknowledged the approval of the foregoing Master Declaration of Protective Covenants, Conditions and Restrictions dated as of October 16, 1996 as his, its and their voluntary act and deed.
Notary Public for
My commission expires:

as Attorney-in-Fact under Irrevocable Power of Attorney and Proxy dated 6/11/87 for MONIKA ZIMMERMAN

MANIFOLD APPROVAL PAGE

Printed Name(s)	
Address	
Owner(s) of Lot(s)	,Block_
of Hillcrest Subdivision, Parts 1, 2, 3	
I (We) hereby	
approve of [check here	e] or object to [check here]
the Master Declaration of Protective	Covenants, Conditions and Restrictions dated/96.

PLEASE RETURN THIS COMPLETED FORM BY NOVEMBER 31, 1996 TO:

J. Richard Recht 3806 N. Albina Portland, OR 97227

I, J. Richard Recht, President of the Columbia Hills Homeow	vners Association, hereby certify the following:
1) The board of the Homeowners Association has approved	the accompanying amended CC&Rs
2) The owners of a majority of the lots in Hillcrest Subdivis accompanying amended CC&Rs and	ion Parts 1, 2, 3 and 4 have duly approved the
3) The owners who have approved the CC&Rs are shown o	n the accompanying list.
J. Richard Recht	
ACKNOWLEDGMEN	Γ
STATE OF OREGON)) ss. County of Multnomah)	
Before me this day of July, 1994 appear to me, and also known to me to be the President of COLUM and acknowledged the above statements as his voluntary act	
Notary Public f	or a expires:
My commission	expires: