

AFTER RECORDING RETURN TO:

Michael Stone  
50606 Crystal Ridge Dr.  
Scappoose, Oregon  
97056

COLUMBIA COUNTY, OREGON 2019-002192  
DEED-AC&R  
Cnt=1 Pgs=13 HUSERB 03/29/2019 02:04:35 PM  
\$65.00 \$11.00 \$60.00 \$5.00 \$10.00 = \$151.00



00256075201900021920130131

I, Elizabeth E. Huser, County Clerk for Columbia County, Oregon  
certify that the instrument identified herein was recorded in the Clerk  
records.

Elizabeth E. Huser - County Clerk

**AMENDED AND RESTATED MASTER DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**AFFECTING HILLCREST SUBDIVISION PARTS 1 AND 2,  
AND PORTIONS OF PARTS 3 AND 4.**

Hillcrest Subdivision, parts 1 and 2, and portions of parts 3 and 4, (hereinafter "Hillcrest") is a Class 1 planned community located in Columbia County, Oregon, and originally consisted of 1,133 lots in total. 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 restatements of these original covenants were duly made and recorded on July 26, 1979, in Deed Book 225, beginning at Page 619, and on November 6, 1981, in Deed Book 240, beginning at Page 806, and as document number 94-08583 on September 6, 1994, beginning at Page 12:32, entitled "MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS."

Separately from the above restatements, in 2004 portions of Hillcrest Parts 3 and 4 were vacated as shown in Plat Book 6, Page 51, and in 2006 additional portions of Hillcrest Parts 3 and 4 were vacated as shown in Plat Book 7, Page 11, and therefore the vacated properties are no longer within the Hillcrest Subdivisions and are no longer subject to the By-Laws or this Declaration. Following those vacations and the deannexation of the affected lots from Hillcrest (recorded in documents 2006-013545 and 2006-013632), 895 lots remain in Hillcrest. Documents were also recorded in 2006 that placed additional conditions and restrictions on development in Hillcrest. None of the documents recorded in 2006 is amended or restated by this document.

Hillcrest is subject to ORS 94.550 to 94.783, commonly known as the Planned Community Act, and the owners of a majority of the 895 remaining lots in Hillcrest now wish to amend and restate these covenants, conditions and restrictions in accordance with ORS 94.590. They therefore, by means of their signatures appended hereto, hereby adopt this document as an amendment to and replacement of the prior restatement in document 94-08583.

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

A. Have mailed, or otherwise delivered, notice and made available 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 restatement entirety and substitute in its 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, and such additions thereto as may hereafter be made, pursuant to Article I hereof, is and are and shall be subject to 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.** The legal description of the real property subject to these Master CC&Rs is attached as Exhibit 1. 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, which shall be known as Supplemental CC&Rs for a particularly described area. (This is the procedure being followed by the owners of lots constituting Columbia Hills.) Supplemental CC&Rs may contain provisions including but not limited to: establishing a homeowners association to enforce and administer the Supplemental CC&Rs; providing for assessments, charges, fines, fees, and other payments, and liens against lots for the purpose of

securing such payments, to pay for activities of the association that are of general benefit to the area affected by the Supplemental CC&Rs; annexing additional properties to be subject to the Supplemental CC&Rs notwithstanding that such properties may not otherwise be subject to these Master CC&Rs; providing for water, sewer, roads, recreation, drainage, cable television, electrical, telecommunication, and other services benefitting the owners of the property subject to the Supplemental CC&Rs; architectural and aesthetic controls; and any other provisions, conditions, covenants, and restrictions intended to promote the recreation, health, safety, and general welfare of the owners of property 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 permit has been issued by Columbia County shall be completed within one year from the date of issuance thereof.

**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 home or living unit. Camping or living in tents, trailers, recreational vehicles or any non-dwelling structures is prohibited.

**Section 3. Single-Family Living Unit.** No living unit 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 Dwelling.** No Manufactured Dwelling as defined in ORS 446.003(22)(a) (2015 edition) or successor statutes shall be built or placed upon the property, with the exception of the living unit on Lots 1,40 and 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 or leases 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, as they are defined by Oregon law, for promotion, office, staff quarters or security purposes.

**Section 5. Floor Space.** No living unit shall have less than one thousand eight hundred (1,800) square feet of enclosed, covered and finished living space excluding the garage and basement space without at least one daylight wall.

**Section 6. Garages.** All Living Units 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 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 that lot and/or the homeowners association have the right to enter upon the lot and cut the brush. To exercise this right, notice of the danger shall be given by the endangered home owner or by a relevant homeowners association to the lot owner of the danger and the need to cut the brush. 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 homeowner's agent shall have the right to enter upon the lot and cut the brush. If the lot owner fails to perform, the homeowner or homeowner's agent may enter upon the lot and cut the brush (including any trees of less than 12 inches diameter at a height of five feet from the ground).

All structures built within the Hillcrest Subdivision on lots either adjacent to, or irrevocably bound to lots that are adjacent to, Forest Resource zoned lands shall have a minimum 30-foot primary fuel break that shall be maintained in accordance with fire siting standards for primary fuel breaks. All such structures shall be built to comply with 1R2 fire siting standards. A Fire Safety Plan shall be formulated in consultation with the Scappoose Rural Fire Protection District and/or the Oregon Department of Forestry

**Section 8. Setbacks.** The minimum distance between the property line and structures requiring building permits shall be as required by Columbia County, including variances approved by the county. Greater setbacks are sometimes appropriate and should be a consideration in architectural review, if it exists.

**Section 9. 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 a homeowners association, if one exists. Water conservation in landscaping should be a consideration in architectural review, if it exists.

**Section 10. Roads.** Paved roads required as condition of a building permit.

**Section 11. Pro Rata Share.** Columbia County has recognized the Columbia Hills Homeowners Association as the appropriate vehicle for 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 Columbia Hills Homeowners Association, shall pay the pro rata share of the road and sidewalk/trail maintenance costs assigned to his and/or her property.

**Section 12. Driveways and Parking Pads.** All driveways from a paved street to a parking pad in front of a garage shall be paved not less than ten (10) feet in width if serving one Living Unit nor less than sixteen (16) feet in width if serving more than one Living Unit. Parking pads in front of garages shall be paved at least the width of the garage opening(s) for a distance of not less than twenty (20) feet in length from the garage opening. Notwithstanding the above, a driveway serving a lot that is greater than three (3) acres in size need not be paved if approved by the Architectural Review Committee, if said committee exists.

**Section 13. 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 use such easements for

road improvements, walking, jogging and/or hiking, provided that any such uses shall be constructed and maintained by the said association or the county. If 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, if any, 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 benefitting 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 shall be hereby extinguished, provided, however, that the interior easements have not already been put to use as provided for in the plat.

**Section 14. Property Line Adjustments.** Adjustment of property lines between adjacent lots is allowed, provided that no lot or group of lots which have been irrevocably joined by restriction is reduced in area such that structures, septic system primary and repair areas, and water well areas are jeopardized or eliminated or reduced below their legally required minimum areas. Unless an easement along the prior lot line has been put in use, the easement shall be moved along with the adjusted lot line. If an easement has been put in use, the owner or owners benefitting 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 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 15. Antennae and Satellite Dishes.** Not more than one outdoor antenna with a diameter of three (3) feet or less 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: colored to blend in with the surrounding landscape, approved under architectural review (if applicable to the lot), not located any closer to an improved-right-of way than is the house, and not located closer than twenty (20) feet to any other property line (except where an adjoining owner has given permission in a writing which is acknowledged). Any recorded permission given shall bind subsequent adjoining owners.

Because of the potential role of licensed amateur ham radio operators in earthquakes, fires and other threats to safety, effective outdoor antennae on such operator's property are permitted, subject only to the operator obtaining approval from the Architectural Review Committee, if it exists, prior to erection of any outdoor antenna. The Committee may require reasonable modifications to the planned location and appearance of the antenna, so long as the effectiveness of the antenna will not be materially impeded by such modification.

**Section 16. Corner Obstructions.** Corner lots, where roads intersect, shall have no sight obstruction, whether it be a building, landscaping, or brush, between three and ten 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 17. 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 on a lot or a group of lots bound together, 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 18. Overhead Outdoor Wiring.** Except for holiday lights and displays between November 20 and January 31, no overhead outdoor wiring unattached to a structure shall be permitted. Outdoor overhead wiring for ham radio antennae is exempt from this limitation.

**Section 19. Vehicle Parking and Storage.** Passenger vehicles owned by Lot owners and their families which are parked outside of the garage must be parked on a paved surface on private property, unless specifically allowed by the Architectural Review Committee, if it exists. No commercial, inoperable or unlicensed vehicle, no motor home or travel trailer, no boat, or no trailer shall be stored outside, either on private property or on the street right-of-way, except in the case of preparation for and/or off-loading after a trip, and then for not more than three (3) days. Notwithstanding the foregoing, on homesites of four acres or more, up to two (2) operable and licensed vehicles (including a motor home, boat, travel trailer or trailer) may be stored outside

**Section 20. Outdoor Storage.** No motor home, recreational vehicle, or shipping container shall be used for outdoor storage. Storage buildings shall be designed to match the dwelling on the home site with the same siding, paint color and roof materials, and shall be reviewed and approved by the Architectural Review Committee, if it exists. The Committee may use its discretion, particularly in cases of small garden sheds.

**Section 21. Off-road Vehicles.** No motorized off-road vehicle, as the term "off-road vehicle" may be used by the State of Oregon, or motorcycle or scooter, shall be allowed to operate anywhere except (a) on paved right-of-ways improved for use by passenger vehicles and (b) on the operator's property in Hillcrest.

**Section 22. Livestock and Animals.** In order to minimize the effects of domestic animals on wildlife in Hillcrest and the surrounding area, (1) not more than two dogs in excess of six months of age shall be kept by residents of any Living Unit, 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 and (2) not more than two domestic cats in excess of six months of age shall be kept. Except as to homesites in excess of four (4) acres, no livestock shall be kept or maintained in Hillcrest. and not more than one horse per two acres of land owned or leased shall be kept.

**Section 23. Weapons.** The discharging of firearms, the shooting of arrows, the setting off of any explosive (including but not limited to fireworks), or the launching of any fuel propelled device shall be prohibited.

**Section 24. Home Occupations.** Home occupations, that is, occupations conducted in a home, are allowed provided that:

(a) Persons other than members of the family residing in the Living Unit shall be engaged in such occupations only to the extent consistent with provisions adopted by the Board;

(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 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 or off-site parking shall be generated by the home occupation other than would normally be expected in a residential neighborhood except with explicit approval of the Board;

(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; and

(g) Marijuana businesses of all types shall be prohibited.

**Section 25. 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 26. 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 are requested, all owners shall be mailed, or otherwise delivered, notice and made available copies

of the proposed amendment and a signature page. Mailing to owners and addresses as shown on the records of the County Assessor 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 a signature page copy of the proposed amendment. All owners of a lot, as shown on the records of the County Assessor, must sign the signature page. 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 a lot 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 more than a majority of all lots in Hillcrest. 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 including more than 100 Hillcrest lots, the owners of a majority of all lots in Hillcrest duly approve the amendment, and 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 shall have the right to enforce the covenants and use restrictions against any lot in Hillcrest and its owner or owners, provided it acts within a reasonable time of receiving notice of the need for enforcement. Otherwise, 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 may agree to arbitrate. If they do, they shall select an arbitrator. The arbitrator shall follow the commercial rules then appertaining of the American Arbitration Association, the costs of the arbitrator shall be shared equally, the award may be docketed as a judgment in Columbia County, and each party shall bear his or her own attorneys' fees. If the other lot owner who is in violation of the provision or provisions fails to accept the decision of arbitration, or fails to respond or does not respond in a way that is satisfactory to the association or complainant lot owner within 15 days of the date of receipt of the letter, then the association or lot owner may undertake legal proceedings in Circuit Court for Columbia County. The successful party at trial or on appeal shall be entitled to attorneys' fees from the unsuccessful party.

DATED as of this 26 day of MAR, 2018<sup>9</sup>.

OWNER APPROVAL PAGE

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Printed Name(s)

---

Address

Owner(s) of

Lot(s) \_\_\_\_\_, Block \_\_\_\_\_

of Hillcrest Subdivision, Parts 1, 2, 3, or 4 in Columbia County, Oregon.

I (We) hereby

approve of \_\_\_\_\_ [check here] or object to \_\_\_\_\_ [check here]  
the Master Declaration of Protective Covenants, Conditions and Restrictions dated \_\_\_/\_\_\_/2018.

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Signature

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Signature

PLEASE RETURN THIS COMPLETED FORM BY NOVEMBER ~~SEPTEMBER~~ 30, 2018

TO:

Michael Stone  
50606 Crystal Ridge  
Scappoose, OR 97056

I, Michael Stone, President of the Columbia Hills Homeowners Association, hereby certify the following:

- 1) The board of the Homeowners Association has approved the accompanying amended and restated CC&Rs;
- 2) The owners of a majority of the lots in the unvacated portion of the Hillcrest Subdivision Parts 1, 2, 3, and 4 have duly approved the accompanying amended and restated CC&Rs; and
- 3) The owners who have approved the CC&Rs are shown on the accompanying list.

*Michael Stone* President  
 \_\_\_\_\_  
 Michael Stone, President

**ACKNOWLEDGMENT**

STATE OF OREGON )  
 )  
 County of ~~Multnomah~~ *Columbia* ) ss.

Before me this on 3/26, 2019, appeared MICHAEL STONE, personally known to me, and also known to me to be the President of COLUMBIA HILLS HOMEOWNERS ASSOCIATION, and acknowledged the above statements as his voluntary act and deed.

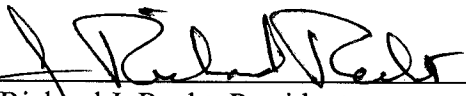


*[Signature]*  
 \_\_\_\_\_  
 NOTARY PUBLIC FOR OREGON  
 My Commission Expires: 7-12-21

COLUMBIA HILLS LAND COMPANY, an Oregon corporation,

approves of the Master Declaration of Protective Covenants, Conditions and Restrictions, dated  
as of 3/26/2019, ~~2018~~.


COLUMBIA HILLS LAND COMPANY, an  
Oregon corporation

By:   
Richard J. Recht, President

HILLCREST INSTMENTS, LIMITED PARTNERSHIP.


approves of the Master Declaration of Protective Covenants, Conditions and Restrictions dated as of 3/26/2019, 2018:

By: COLUMBIA HILLS LAND 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:   
Richard J. Recht, President


ARTHUR C. NELSON

By: COLUMBIA HILLS LAND COMPANY, an Oregon corporation, as Attorney-in-Fact under Irrevocable Power of Attorney and Proxy dated 6/11/87 for ARTHUR C. NELSON and recorded on 6/1/94 at Fee No. 94-05386 of the Columbia County Records.

By:   
Richard J. Recht, President

MONIKA ZIMMERMAN (NELSON)

By: COLUMBIA HILLS LAND COMPANY, an Oregon corporation, as Attorney-in-Fact under Irrevocable Power of Attorney and Proxy dated 6/11/87 for MONIKA ZIMMERMAN (NELSON) and recorded on 6/1/94 at Fee No. 94-05386 of the Columbia County Records.

By:   
Richard J. Recht, President