

**DECLARATION OF PROTECTIVE COVENANTS
OF
THREE MOUNTAINS ESTATES**

This Declaration of Protective Covenants to THREE MOUNTAINS ESTATES, Lots 1 through 48, Tracts A & B and any improvements on Public Right of Way.

WHEREAS, Heritage Development Company, Inc., an Oregon corporation, hereinafter referred to as Declarant, is owner in fee simple of certain real property located in the City of Tigard, County of Washington and State of Oregon, known as THREE MOUNTAINS ESTATES, a duly recorded plat.

WHEREAS, the Declarant desires to impose certain protective covenants, conditions, easements and charges to the ownership of said Property, all of which are for the purpose of enhancing and protecting the value, livability and aesthetic quality of The Property in THREE MOUNTAINS ESTATES.

NOW THEREFORE, the undersigned hereby declares that the following protective covenants, conditions, restrictions, reservations, easements and charges shall run with the land, shall become and are hereby made a part of all conveyances of Lots within the plat of THREE MOUNTAINS ESTATES recorded in Plat Book 71 Pages 35,36 & 37 on December 21, 1989, Washington County, Oregon and shall by reference apply thereto as fully and with the same effect as if set forth at large therein.

ARTICLE I

Definitions

As used herein, the following capitalized terms shall have the following meanings unless the context of their usage clearly indicates otherwise:

Declarant: Heritage Development Company, Inc., an Oregon corporation and its successors and assigns;

The Property: The duly recorded plat of THREE MOUNTAINS ESTATES;

Lot: Any numbered parcel of land shown upon any recorded plat of The Property;

Owner: The owner of record, whether one (1) or more persons, of fee simple title to any Lot, whether or not subject to any mortgage or trust deed, but excluding those having such interest merely as security for the performance of an obligation. A contract purchaser under a recorded agreement of sale or contract for the sale of real property wherein legal title remains in the vendor shall be deemed to be mortgagee. If title to a Lot is vested of record in a mortgagee or beneficiary under a deed of trust by foreclosure, trustee's sale or deed in lieu of foreclosure, the mortgagee or beneficiary shall be deemed to be the Owner of the Lot.

Dwelling: Any structure constructed on to be occupied by one family as a dwelling zoning and building laws and restrictions.

Easements: Those portions of The Property designated as on any recorded plat of THREE MOUNTAINS ESTATES and in Declaration of Protective Covenants which are reserved specific limited use or enjoyment.

Open Space: That parcel of land shown as Tract A recorded plat of THREE MOUNTAINS ESTATES and the Public Right-of-Way areas which are intended to be devoted to the common use and enjoyment of the Owners of Lots.

Tract B: The private road owned and used exclusively by the owners of Lots 16, 17 and 18 of the Property.

Association: The non-profit corporation to be formed to serve as an Owners Association for maintenance of the Open Space and Right-of-Way improvements.

ARTICLE II

Residential Covenants

1) Use: All Lots in THREE MOUNTAINS ESTATES shall be for single-family residential use only. Any permanent multi-family, communal or group use is prohibited. No business venture shall be conducted in or about any Property in THREE MOUNTAINS ESTATES except for: (a) one-room offices which are not designated by exterior signs and do not create additional vehicle traffic, and (b) builders' , Declarant's or real estate agents' temporary sales offices or model homes.

2) Dwelling Size: The ground floor area of a one-story dwelling, exclusive of open porches or garages, shall not be less than 1,800 square feet, nor shall the ground floor level be less than 1, 000 square feet for a two-story dwelling. The total living level of multi -level dwelling shall not be less than 2,000 square feet. The Architectural Control Committee, upon application, may waive any violation of this provision which it finds to have been inadvertent.

3) Building Restrictions: All Dwellings shall be constructed in accordance with the following minimum requirements:

- a) Chimneys shall be faced with brick, stone or other material approved by the Architectural Control Committee;
- b) Walls shall be double wall constructed with siding of cedar, redwood, stucco, masonry or other material approved by the Architectural Control Committee;
- c) Roofs shall be constructed of wood shakes, wood shingles or tiles;
- d) Window frames shall be bronze tone, white aluminum or wood. No mill grade aluminum frames mill be permitted.

The Architectural Control Committee reserves the right to grant any variances to the above minimum requirements on case by case basis, to provide for any solar type materials or special design requirement.

4) Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of water through drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority, utility company, or Owners Association is responsible.

5) Maintenance of Dwelling and Grounds: Each Owner shall maintain their Lot and improvements in a clean and attractive condition, in good repair and in such fashion as not to create a hazard of any kind. Such maintenance shall include, without limitation, painting or staining, repair, replacement and care of mailboxes, roofs, gutters, downspouts, surface water drainage, walks and other exterior improvements and glass surfaces. In addition, each Owner shall keep shrubs, trees, grass and plantings of every kind neatly trimmed, properly cultivated and free of trash,

weeds and other unsightly materials. The provisions of this section include the area between the property line of any Lot and the nearest curb, including sidewalks and street trees

6) **Animals:** No animals, including poultry, shall be raised or kept on any Lot except that dogs, cats or other pets may be kept, provided they are not raised for commercial purposes and are not permitted to cause damage or discomfort to neighbors and neighboring properties.

7) **Garbage and Refuse Disposal:** No Lot or Open Space shall be used as a dumping ground for garbage, rubbish or other waste. All garbage and trash shall be kept in sanitary containers and out of public view.

8) **Signs:** No signs shall be erected or maintained on any Lot (excluding THREE MOUNTAINS ESTATES signs) except that "For Sale" or "For Lease" or "For Rent" signs may be placed by the Owner, Declarant, Builder or Real Estate Agent; and the temporary placement of "political" signs is permissible.

9) **Parking and Storage of Equipment:** Boats, trailers, truck-campers, motor homes, commercial vehicles and like equipment shall not be parked or stored on any Lot or on public ways, except that such equipment, when not owned by a resident Owner, shall be allowed to be parked in the driveway servicing a Dwelling or on public streets adjacent thereto for a period not to exceed forty-eight (48) hours in any thirty (30) day period, and except further that such equipment may be parked on that portion of the Lot not located between the street and the front setback line which is adequately screened, specifically designed for such an additional parking pad, and has been approved by the Architectural Control Committee.

10) **Offensive Activities:** No noxious or offensive activity or condition shall be permitted upon any part of The Property, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

11) **Antennas and Service Facilities:** Exterior antennas, aerials and satellite dishes shall not be permitted. Clotheslines and other service facilities shall be screened so as not to be viewed from the street.

12) **Completion of Construction:** The construction of any Dwelling, including painting and all exterior finish, shall be completed within eight (8) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to extraordinary weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control Committee. The building area and streets shall be kept reasonably clean and in workmanlike order during construction, and the Owner of each Lot shall be responsible for any and all damage to curbs, streets and utilities during construction.

13) **Landscape Completion:** All front yard landscaping must be completed within six (6) months from the date of occupancy of the Dwelling thereon. In the event of undue hardship due to weather conditions, this provision may be extended upon written approval of the Architectural Control Committee. Landscape completion shall also include provisions for adequate surface water drainage to prevent unnecessary discharge onto adjoining or downhill Lots.

14) **Fences:** As used herein, fencing shall mean any barrier or wall to be constructed on the perimeter of any Lot. Plantings or site obscuring fences shall not exceed four (4) feet in height in the front yard or on side lot lines, forward of the Dwelling line with the greatest setback on the lot or the adjoining Lot, excluding the entry monument improvement and fencing constructed by Declarant. The maximum height of a site obscuring fence located on the remainder of the Lot shall be six feet. Fencing shall be constructed of materials approved by the Architectural Control Committee and shall not detract from the appearance of the Dwelling located on the adjacent Lots or be offensive to the Owners or occupants thereof. No chain link fencing shall be allowed.

ARTICLE III
Architectural Control

1) **Construction:** No Dwelling or other structure, including storage shelters, swimming pools, greenhouses or fences, shall be constructed on any Lot until the plans and specifications for same have been submitted to and approved in writing by the Architectural Control Committee (the "Committee").

The intent of this covenant is to assure quality of workmanship and material, harmony of external design with the existing structures as to location with respect to topography and view obstruction, finish grade elevations, and to avoid plan repetition.

2) **Procedure:** Prior to application for a building permit or commencement of any work, Owner shall prepare and submit one set of plans and specifications for the proposed work showing the materials and colors to be used, and a plot plan showing the location of the improvements on the Lot. The Architectural Control Committee shall render its decision, in writing, within ten (10) days after it has received said requested plans. In the event the Committee fails to render its approval or disapproval within twenty (20) working days after plans, specs and plot plan have been submitted to it, approval will be deemed to have been given.

3) **Membership - Appointment and Removal:** The Architectural Control Committee shall consist of as many persons, but not less than three (3), as the Declarant may from time to time appoint. The Declarant may remove any member of the Committee at any time and may appoint new or additional members at any time. The Declarant shall keep on file at its principal office a list of names and addresses of the members of the Committee. Declarant reserves the sole right to appoint members of the Architectural Control Committee, perform duties of such Committee and retain total control of all initial Dwelling construction in THREE MOUNTAINS ESTATES. The powers and duties of Declarant in this capacity shall cease one (1) year after completion of the construction of all the single-family Dwellings and the sale of said Dwellings to the initial owner/occupant on all the Lots within THREE MOUNTAINS ESTATES. Thereafter, the Owners Association may elect a Committee to review specifications for additional construction as provided for in Section (1) of this Article.

4) **Liability:** Neither the Architectural Control Committee nor Declarant or their successors or assigns shall be liable to anyone submitting plans to them for approval, or to any Lot Owner by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve such plans. Every person who submits plans to the Committee for approval agrees, by submission of such plans to the Committee, and every Owner, by acquiring title to their Lot or interest therein, that they will not bring any action or suit against the Committee or Declarant to recover any damages. The Committee's review and approval or disapproval of plans and specifications shall be for all Owners' benefit and shall not be relied upon by the applicant in any way as an indication of sufficiency, structural soundness or in any other way, such review having been made solely to assure that the improvements contemplated would be aesthetically compatible with the existing and planned Dwellings in THREE MOUNTAINS ESTATES.

5) **Action:** Any two members of the Architectural Control Committee shall have power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

6) **Nonwaiver:** Consent by the Architectural Control Committee to any matter proposed to it and within its jurisdiction under these Protective Covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter

proposed or submitted to it for consent.

7) Effective Period of Consent; The Committee's consent to any proposed work shall automatically be revoked one (1) year after issuance, unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the Committee.

ARTICLE IV

Open Space, Public Right of Way, Private Access Roadway

1) Open Space: The Owners of Lots within THREE MOUNTAINS and their respective invitees shall be entitled to the exclusive use of the Open Space designated as Tract A on the recorded plat; subject, however, to the restriction that the Open Space shall be dedicated for open space and those recreational uses which do not harm or otherwise disturb the natural setting of the areas or the trees or vegetation thereon. Declarant (or, after delegation, the Owners Association) may establish reasonable rules regulating the use of Tract A. Declarant, (or, after delegation, the Owners Association) upon approval in writing of the Owners of a majority eighty percent (80%) of the Lots and/or approved by order or resolution of the Tigard County Planning Commission (or the then equivalent thereof), may dedicate, sell or convey any portion of the Open Space (Tract A) to a park district or other public body for open space or recreational use.

2) Public Right of Way: The Public Right of Ways, as shown on the recorded plat, have been dedicated to the public for walkway purposes and shall be used by Owners of Lots within THREE MOUNTAINS ESTATES jointly with members of the public; however, maintenance of the landscape improvements constructed by Declarant in the Public Right of Way at the entry to THREE MOUNTAINS ESTATES shall be the obligation and responsibility of the Homeowners Association. In the event the applicable public body should ever vacate such dedication, such walkways shall become Open Space within the meaning of these Covenants and shall be used exclusively for walkway landscape purposes by Owners of Lots within THREE MOUNTAINS ESTATES and their invitees.

3) Private Improvements:

a. Private Access Roadway: The private access roadway designated on the plat as Tract B shall be used exclusively for roadway purposes by the Owners of Lots 15, 16 and 17 and their invitees. The Owners of such Lots shall be responsible for the maintenance of such roadway including repair and/or replacement of blacktop and curbing, the cost of which shall be borne equally (1/3 each). Each Owner of the subject Lots shall have a perpetual easement over the private access roadway in ingress and egress, and the benefits and burdens thereof shall be appurtenant to and run with the title to Lots 15, 16 and 17.

i. Parking: To accommodate two-way access, no parking is permitted on the private roadway.

b. Private Street Lighting: The private street lighting system installed to serve the Lots in Tract B Private Access Roadway shall be maintained, including the cost of electrical services, by the Owners of Lots 15, 16 and 17.

4) Encroachment in Open Space: No building, wall, fence, paving or construction of any type shall be erected or maintained by any Owner so as to encroach upon the Open Space, nor shall removal of trees or vegetation, or any activity interfering with the wildlife habitat or riparian habitat be allowed. No debris, soil, grass clippings or other material shall be thrown or placed on the Open

Space Tracts.

5) Improvements in Public Right of Way: Declarant has constructed an entry monument sign, a retaining wall, landscaping and landscape irrigation system in the Public Right of Way at the entrance of THREE MOUNTAINS ESTATES. The Declarant, or the Owners Association when applicable, shall be responsible for the maintenance, repair and/or replacement of such improvements as set forth in Article VI.

6) Private Fence: Declarant has constructed a fence on S.W. Bull Mountain Road on Lots 1, 2, 3 and 4 of THREE MOUNTAINS ESTATES. Maintenance, repair, repainting and/or replacement of the fence or any portion thereof shall be the total obligation and responsibility of the Owners of Lots 1, 2, 3 and 4.

7) Entry Sign: Declarant has constructed a monument wall and sign on Lot 1. Maintenance and repair of the wall and sign are the responsibility of the Owners Association. If the Owners Association is dissolved, ownership and responsibility for maintenance of the sign and wall shall transfer to the owner of Lot 1.

ARTICLE V

Owners Association

Declarant shall organize an Owners Association of all of the Owners within the Property. Such Association, its successors and assigns, shall be organized under the name "Three Mountains Estates Owners Association" or such similar name as Declarant shall designate, and shall have such powers and obligations as are set forth in these Covenants for the benefit of The Property and all Owners of Lots located therein.

1) Organization: Declarant shall, not later than the date on which the first Lot is conveyed to the initial occupant, organize the Owners Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Oregon. Concurrent with organization of the Owners Association, Declarant shall transfer ownership of Tract A to the Owners Association. The Articles of Incorporation of the Owners Association shall provide for its existence; however, the Owners Association may be dissolved in the event Tract A is sold or dedicated to the City of Tigard and by eighty percent (80%) vote for such dissolution. Any assets of the Owners Association shall be divided equally (1/48 each) among the Owners of the 48 lots after payment of all Owners Association obligations. Maintenance of the Public Right of Way landscaping improvements will become the responsibility of the Owners of Lots in THREE MOUNTAINS ESTATES if such responsibility is not assumed by City of Tigard.

2) Membership: Every Owner of one (1) or more Lots within the Property shall, immediately upon creation of the Owners Association and thereafter during the entire period of such Owner's ownership of one (1) or more Lots within The Property, be a member of the Owners Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

3) Voting Rights: On matters submitted to the Owners Association for decision, there shall be one vote cast for each Lot. If more than one person holds interest, the vote for such Lot shall be exercised as the persons holding such interest shall determine between themselves, but in no event shall more than one vote be cast with respect to such Lot.

4) Powers and Obligations: The Owners Association shall have, exercise and perform all of the following duties and obligations:

- a) Powers, duties Covenants; and obligations created by these Covenants;
- b) Powers and obligations of a nonprofit corporation pursuant to the nonprofit corporation laws of the State of Oregon;
- b) Any additional duties and obligations necessary or desirable for the purpose of maintaining the Open Space, Public Right of Way and its improvements, or otherwise promoting the general benefit of the Owners within the Property.

The powers and obligations of the Owners Association may, from time to time, be amended, repealed, enlarged or restricted by changes in these Covenants made in accordance with the provisions herein, accompanied by changes in the Articles of Incorporation or Bylaws of the Owners Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Oregon.

5) Liability: Neither the Owners Association nor any officer or member of its Board of Directors shall be liable to any Owner for any damages, loss or prejudice suffered or claimed on account of any action or failure to act by the Owners Association, any of its officers or any member of its Board of Directors, provided only that the officer or Board member has acted in good faith in accordance with the actual knowledge possessed by him or her. No officer or Director of the Owners Association shall be liable for any damages or loss arising out of the failure to enforce any term, condition or restriction contained herein.

6) Delegation by Declarant: Administrative responsibility over the affairs of the Owners Association and all powers provided by these Covenants shall be retained and performed by Declarant until such time as Declarant grants to the Owners Association such authority. Such authority shall be established and granted to the Owners Association at a meeting of members to be scheduled not later than One Hundred Twenty (120) days after Lots representing seventy-five percent (75%) of the votes have been conveyed to initial occupant. Declarant may form a transitional advisory committee consisting of two or more owners to provide for the transition from administrative responsibility by Declarant to administrative responsibility by the Owners Association.

ARTICLE VI

1) Maintenance: Declarant shall maintain, or provide for the maintenance of, the Open Space and Public Right of Way improvements (unless the maintenance thereof is assumed by a public body) until such time as Declarant shall delegate or otherwise assign its obligation of maintenance to the Owners Association, within the time set forth in Section 5.6.

2) Maintenance Assessment: Declarant (or, after delegation, the Owners Association) shall assess and collect from every Owner, and every Owner shall pay, an annual maintenance assessment sufficient to pay the common expenses, but not more than \$99.00 per Lot per year unless such maximum assessment is increased as provided in Section 6.5. The annual assessment shall be made as of January 1 of each year commencing January 1, 1990, unless deferred by Declarant, and shall be payable in a lump sum with a 3 percent (3%) discount on or before February 15; provided, however, that no such maintenance assessment shall be made with respect to Lots as to which Declarant is Owner or any Owner whose ownership of one or more Lots is solely for the purpose of constructing homes thereon for resale. All amounts received as maintenance assessments hereunder shall be placed in the Maintenance Fund to be established and used as provided herein.

3) Maintenance Fund: Declarant (or, after delegation, the Owners Association) shall keep all funds received by it as maintenance assessments, together with any proceeds from any condemnation or sale of any part of the Open Space and any other funds received by it pursuant to

these Covenants which are by the terms of such Covenants to be deposited into the Maintenance Fund, separate and apart from its other funds in an account to be known as the "Maintenance Fund," and shall use such fund only for the following purposes:

- a) Payment of the cost of maintaining any lighting, entrance sign, retaining wall, entry landscape improvements and irrigation system constructed by Declarant designed to serve the general benefit of such Owners;
- b) Payment of real property A within THREE MOUNTAINS thereon; taxes assessed against Tract A within THREE MOUNTAINS ESTATES and any improvements thereon
- c) Payment of the cost of garbage and trash disposal for Open Space and Public Right of Way entry improvements;
- d) Payment of the cost of insurance, including insurance protecting the Committee, Declarant and the Owners Association against liability arising out of their functions and activities in the administration of these Covenants;
- e) Payment of the cost including the cost of enforcing these Covenants, including maintaining the common access ways if the same are not maintained by the Owners responsible therefore;
- f) Payment of the cost of other services which the Declarant deems to be of general benefit to Owners of property within THREE MOUNTAINS ESTATES including, but not limited to legal and secretarial services.

4) Special Assessment for Capital Improvements: In addition to the- assessments authorized by Section 6.2 above, the Owners Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying all or part of the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the areas maintained by the Owners Association. No such assessment may be levied without the vote or written consent of seventy-five percent (75%) of the membership. The special assessment shall be made against each Lot on the Property equally.

5) Assessment Adjustment: Any adjustment (increase or decrease) of the maximum assessment set forth in Section 6.2 must have the assent of seventy-five percent (75%) of the votes of the members of the Owners Association entitled to vote, voting in person or by proxy at a meeting duly called for that purpose. At the election of the Board of Directors and without a vote of the Owners Association members entitled to vote, the maximum annual assessment set forth in Section 6.2 may be increased by one percent (1%) for each one percent (1%) increase occurring after July 1, 1990, in the United States Department of Labor Consumer Price Index, All Urban Consumers, all items, for Portland, Oregon, or the successor of such index.

6) Default in Payment of Assessments: If an assessment or other charge levied under this Declaration is not paid within thirty (30) days of its due date, such assessment or charge shall become delinquent and shall bear interest at the rate of two (2) percentage points per First Interstate Bank prime rate at time, but not to exceed the lawful rate of interest under the laws of the State of Oregon.

7) Lien: All assessments required to be paid by an Owner under the provisions of this Declaration shall constitute a lien against the Lot of the Owner obligated to pay the same and shall be secured by such lien. Each Owner shall be deemed to have agreed, by his acceptance of a deed conveying a Lot, that such lien shall be effective, without the necessity of obtaining the joinder of such Owner in the execution of any instrument, upon the filing by Declarant or Owners of a claim of lien (a "Claim of Lien") in the Official Records of Washington County, Oregon, such Claims of Lien to show the following:

- a) The name of the lien claimant;
- b) A statement concerning the basis for the Claim of Lien;
- c) A description of the Lot against which the Claim of Lien is asserted; and
- d) A statement that the Claim of Lien is asserted pursuant to the provisions of this Declaration, reciting the date hereof and the book and page of recordation hereof.

Each Claim of Lien shall be verified and acknowledged and contain a certificate indicating that a copy thereof has been served upon the Defaulting Owner, by personal service or by mailing pursuant to the notice provisions hereof. Each lien established by a Claim of Lien shall attach to the subject property from the date of recordation and may be enforced in any manner allowed by applicable law, including (without limitation) by suit in "the nature of a suit to foreclose a mortgage or mechanic's lien, under the provisions of applicable law. Each". Claim of Lien shall be subordinate and inferior to prior mortgages, deeds of trust and liens encumbering the subject Lot.

ARTICLE VII

Enforcement

1) Non qualifying Improvements and Violation of Use Restrictions: If any Owner constructs or permits to be constructed on his or her Lot an improvement contrary to the provisions of these Covenants, or causes or permits any improvement, activity, condition or nuisance contrary to the provisions of these Covenants to remain uncorrected or unabated on his or her Lot, then the Owners Association acting through its Board of Directors shall notify the Owner, in writing, of any such specific violations of these Covenants and shall require the Owner to remedy or abate the same in order to bring the Owner's Lot, the improvements thereon and the use thereof, in conformance with these Covenants. If the Owner is unable, unwilling or refuses to comply with the Owners Association's specific directives for remedy or abatement, or the Owner and the Owners Association cannot agree to a mutually acceptable solution within the framework and intent of these Covenants, within fourteen (14) days after the written notice to the Owner and a hearing with an opportunity for the Owner to be heard, then the Owners Association acting through its Board of Directors shall have the right to:

- a) Impose reasonable fines against such Owner in the manner and amount it deems appropriate in relation to the violation;
- b) Enter the offending Lot and remove the cause of such violation, or alter, repair or change the item which is in violation of these Covenants in such a manner as to make it conform thereto, in which case the Owners Association may assess such Owner for the entire cost of the work done, which amount shall be payable to the Maintenance Fund; and
- c) Bring suit or action against the Owners on behalf of the Owners Association and other Owners to enforce these Covenants.

ARTICLE VIIIGeneral Provisions

- 1) Duration and Amendment: These Covenants shall run with the land with respect to all Property within THREE MOUNTAINS ESTATES, and shall be binding on all parties and persons claiming under them for a term of twenty (20) years from the date herein, after which time, they shall automatically be extended for successive periods of ten (10) years. This Declaration of Protective Covenants can be terminated or amended only by duly recording an instrument which contains an agreement providing for termination or amendment, and which has been signed by the Owners of seventy-five percent (75%) of the platted Lots.
- 2) Severability: Invalidation of any one of these covenants shall in no way affect any of the other provisions which shall remain in full force and effect.
- 3) Limitation of Liability of Declarant: Neither Declarant nor any officer or director thereof shall be liable to any Owner or on account of any action or failure to act of Declarant in performing its duties or rights hereunder, provided that Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.
- 4) Notice: Any notice required to be sent to any Owner under the provisions of this Declaration of Protective Covenants shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Owner of record at the time of such mailing.
- 5) Disclaimer: These Covenants constitute a private agreement among the Owners of Lots within THREE MOUNTAINS ESTATES, and may not be enforced by the City of Tigard. These Covenants have not been approved or disapproved by the City and do not restrict the City's authority to adopt or amend its development regulations.

12-21-89

89-62232
Washington County

HERITAGE DEVELOPMENT COMPANY, INC.
an Oregon corporation (Declarant)

Dated: Dec 5, 1989.

By: *Robert N. McDougald*
Robert N. McDougald
President

STATE OF OREGON)
) ss.
County of Washington)

On this 5th day of December, 1989, personally appeared ROBERT N. MCDUGALD, who being duly sworn, did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be its voluntary act and deed.

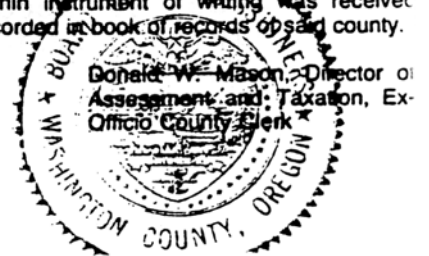
Before me:

Candy Lamoreaux Whitt
Notary Public for Oregon
My commission expires: 2/30/90

STATE OF OREGON }
County of Washington } SS

After recording return to:
Heritage Development Company, Inc.
16850 S.W. Upper Boones Ferry Road
Tigard, Oregon 97224

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said County, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Page 14 14

12-21-89

89-62232
Washington County


94 045722

Washington County

Page 1 of 2

STATE OF OREGON }
County of Washington } SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.


Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 94045722
Rect: 122085 5.00
05/10/1994 01:57:15PM

Amendment to Protective Covenants
of
Three Mountains Estates

The following is an amendment to the protective covenants of Three Mountains Estates, recorded with Washington County in the State of Oregon; recording number 89-62232.

The following replaces Article II, Paragraph (9) Parking and Storage of Equipment:

(9) Parking and Storage of Equipment: Boats, trailers, truck-campers, motor-homes, commercial vehicles and like equipment shall not be parked or stored on any Lot or on any public ways, except that such equipment shall be allowed to be parked temporarily in the driveway servicing a dwelling or on a public street adjacent thereto for a period not to exceed forty-eight (48) hours in any thirty (30) day period.

Long term storage of such equipment, (defined as that being longer than 48 hours within a 30 day period), is only acceptable when stored inside a fully enclosed garage.

The above change was passed by a vote of 33 in favor, 6 against, and 2 not returning their ballot as of January 1, 1994.

John H. Brunke 5/2/94
John H. Brunke
President, Three Mountains Estates
Homeowners Association
13655 S.W. Mountain Ridge CT
Tigard, Oregon 97224
← Return to:

Valerie Lee Arnall
OFFICIAL SEAL
VALERIE LEE ARNALL
NOTARY PUBLIC - OREGON
COMMISSION NO. 087966
MY COMMISSION EXPIRES AUG. 31, 1995

**Amendment to Protective Covenant of
Three Mountains Estate**

The following is an amendment to the protective covenants of Three Mountains Estates recorded with Washington County in the State of Oregon; recording number 89-62232

The following replaces Article II, Paragraph (11) Antennas and Service Facilities:

(II) Antennas and Service Facilities: Exterior antennas and aerials shall not be permitted. A satellite dish (Dish) may be installed only after approval of the Architectural Control Committee. Clotheslines and other service facilities shall be screened so as not to be viewed from the street.

Home owners wishing to receive satellite delivered television service should apply to the Architectural Control Committee with a plan showing proposed location of the Dish. Written approval of the plan is required prior to installation.

The Dish shall not be larger than 18 inches diameter and shall not be mounted on any side of the home adjacent to a street. The Dish shall be mounted in an unobtrusive manner, preferably toward the rear of the home, and shall not materially diminish the view of other Three Mountains Estates properties.

If, due to commercial installation practices, advance written approval cannot be obtained, the homeowner is responsible for informing the installer of these requirements. If these requirements are not observed, the Architectural Control Committee may require the Dish to be relocated at the homeowners expense. The homeowner shall have 30 days to comply.

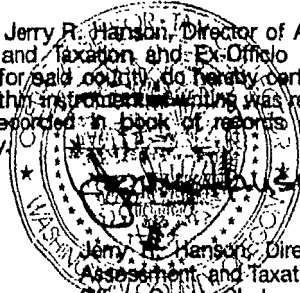
The above amendment was passed by a vote of 38 in favor, 3 against and 5 abstaining pursuant to the Homeowners Association meeting of February 18, 1997



Dean Adkins
President, Three Mountain Estates Homeowners Association
13569 SW Mountain Ridge Ct. Tigard OR 97224

STATE OF OREGON }
County of Washington } SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument was received and recorded in book of records of said county.



Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk
Doc : 2000008668
Rect : 248255 32.00
02/03/2000 03:11:56pm

12-21-89

89-62232
Washington County

f)

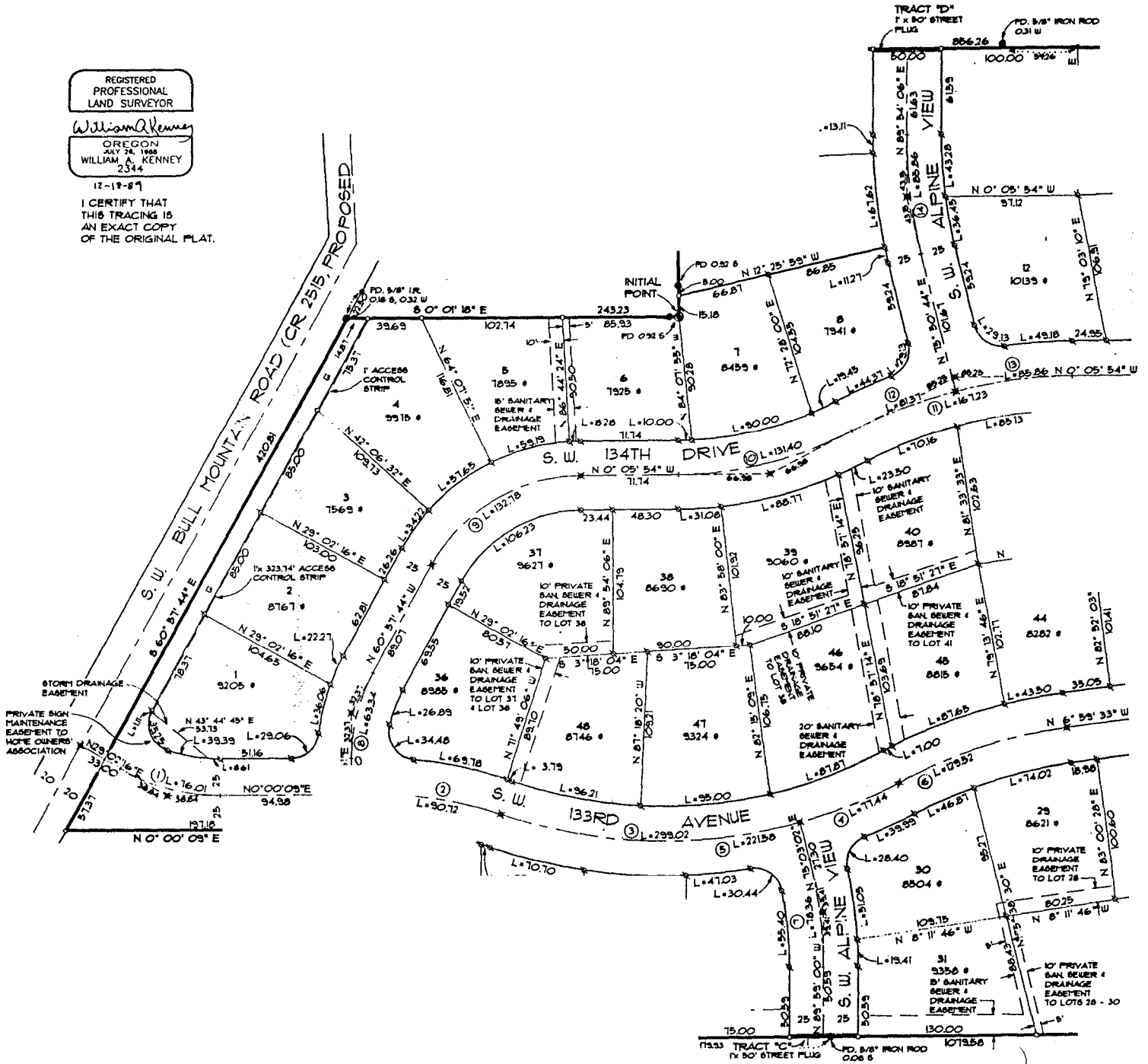
THREE MOUNTAINS ESTATES

REGISTERED
PROFESSIONAL
LAND SURVEYOR

William A. Kenney
OREGON
JULY 24, 1988
WILLIAM A. KENNEY
2344

12-18-89

I CERTIFY THAT
THIS TRACING IS
AN EXACT COPY
OF THE ORIGINAL PLAT.



Washington County, Oregon

2013-025191

03/21/2013 10:26:10 AM

D-R/BAM

Cnt=1 Stn=12 S PFEIFER

\$5.00 \$5.00 \$11.00 \$15.00 - Total = \$36.00



01814026201300251910010016

I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



After recording

Please return to:

Giuseppa Heineck
Three Mountains Estates
14323 SW 133rd Ave.
Tigard, OR 97224

Amendment to Protective Covenants of:

Three Mountains Estates

The following is an amendment to the protective covenants of Three Mountains Estates recorded with Washington County in the State of Oregon; recording number 89-62239.

The following replaces Article II, Paragraph 3, Section C

c) Roofs shall be constructed of wood shakes, wood shingles, tiles, composite (such as Lamarite, Euroshake/Slate, EnviroShake), metal (such as KasselWood) or Architectural Style Composition with greater than or equal to a 40 year warranty.

The amendment was presented to the Board as passing at the October 26, 2008 Board Meeting.

Robin Holman

Robin Holman, Co-President

State of Oregon
County of Washington

Signed or Attested before me on the

13 day of March, 2013

By *Robin Holman, Co-President*

Notary Signature

Joanna Dare Nashif

My Commission Expires

2/9/15

