

**NOTICE  
REGARDING  
CERTAIN DISCRIMINATORY RESTRICTIONS, IF APPLICABLE**

***Omitted from the attached document is any covenant or restriction that is based upon, but not necessarily limited to, race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal law, except to the extent that such covenant or restriction is permitted by applicable law.***

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AFTER RECORDING RETURN TO:  
Campbell & Popkin, LLC  
1580 N. Roosevelt Drive  
Seaside, OR 97138



Recording Instrument #: 201802883  
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## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S)

### FOR

### BELLA RIDGE ESTATES

APRIL 18TH, 2018

Grantor: Bella Ridge Estates, LLC, an Oregon Limited Liability Company

Grantee: Bella Ridge Estates, LLC, an Oregon Limited Liability Company

Short Legal Description: Lots 1 – 19 and Tracts 'A', 'B', and 'C' of the Plat of Bella Ridge Estates, recorded in Instrument No. 201802885 in the Plat Records of Clatsop County, Oregon.  
(Complete Legal Description in attached Exhibit A)

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF BELLA RIDGE ESTATES

THIS DECLARATION is made this 18<sup>th</sup> day of APRIL, 2018, by Bella Ridge Estates, LLC, an Oregon Limited Liability Company, hereinafter referred to as "Declarant."

Declarant is the owner of certain real property located in Astoria, Clatsop County, Oregon, more particularly described in Exhibit A attached hereto. Declarant desires to subject such property to the covenants, conditions, and restrictions and charges set forth herein for the benefit of such property and its present and subsequent owners.

NOW, THEREFORE, Declarant hereby declares that the property described below shall be held, sold and conveyed subject to the following easements, covenants, restrictions and charges, which shall run with such property and shall be binding upon all parties having or acquiring any right, title or interest in such property, or any part thereof, and shall inure to the benefit of each owner thereof.

### ARTICLE I DEFINITIONS

Section 1. Definitions. As used in this Declaration, the terms set forth below shall have the following meanings:

- 1.1 "Declarant" means Bella Ridge Estates, LLC, an Oregon Limited Liability Company, and its successors and assigns.
- 1.2 "Lot" means a platted lot within the Property, or any portion thereof. Lots may be combined or divided as permitted by the proper authorities of Clatsop County and by the agreement of the Board of Directors of the Bella Ridge Estates Homeowners Association. Any newly created lot or lots shall be subject to this declaration and each resulting lot shall thereafter be an individual lot for all purposes and shall be subject to all of the same rules, regulations and assessments as any lot in the originally created plat of Bella Ridge Estates. A lot does not include Open Space or Common Property. Lots 1 – 19 shall be in Phase One and lots 20 – 36 shall be in later phases.
- 1.3 "Owner" means the person or persons, including the Declarant, owning any Lot in the Property or any portion thereof, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot. The rights, obligations and other status of being an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.
- 1.4 "Property" shall mean the property described in Article II of the Declaration. Declarant specifically reserves the right to annex additional properties or expand the subdivision or withdraw individual lots or tracts from the subdivision.
- 1.5 "Common Property" shall mean Tract 'B', which is designated as "Open Space" and the road, known as Bella Ridge Loop.
- 1.6 "Residence" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling, together with any attached and/or single detached garage and

the patios, porches, decks, and steps annexed thereto.

- 1.7 "Real Property" shall mean and refer to all real property contained within the Plat of Bella Ridge Estates filed in the Plat Records of Clatsop County, Oregon, on APRIL 18TH, 2018 as Instrument Number 201802885, together with such additional lots of parcels as may hereafter, by recorded instrument, be brought within the jurisdiction of the Bella Ridge Estates Homeowners Association. The community shall be known as Bella Ridge Estates and is a Class II Planned Community as defined in and subject to ORS 94.550 to 94.783.
- 1.8 "Declaration" means all of the easements, covenants, restrictions and charges set forth herein, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.
- 1.9 "The Association" shall mean and refer to the Bella Ridge Estates Homeowners Association, an Oregon nonprofit corporation, to be organized in accordance with the terms hereof, its successors and assigns and in accordance with ORS 94.625, the Bylaws of which must be recorded in accordance with ORS. 94.625. Said Bylaws shall conform with the terms set forth in this Declaration.

## **ARTICLE II PROPERTY SUBJECT TO DECLARATION**

Declarant hereby declares that all of the real property described below is owned and shall be owned, conveyed, encumbered, used, occupied and improved subject to this Declaration.

Lots 1 - 19 and Tracts 'A', 'B', and 'C', Bella Ridge Estates Subdivision Plat No. 201802885, County of Clatsop, State of Oregon.

## **ARTICLE III BELLA RIDGE ESTATES HOMEOWNERS ASSOCIATION ("ASSOCIATION")**

Section 1. Organization. Declarant shall organize an association of all owners within the legal boundaries of Bella Ridge Estates. The Association shall be organized under the name of "Bella Ridge Estates Homeowners Association," or a name similar thereto, as a nonprofit corporation under the general nonprofit corporation laws of the State of Oregon. If a different name is given to the Association other than the Bella Ridge Estates Homeowners Association, such name shall be deemed the official name of the Association and shall be given the same effect as if it were the name stated above herein. The Association shall have property, powers, and obligations as set forth in this and other recorded declarations and covenants for the benefit of the Real Property and the Members. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of Lot Owners of the same or a similar name. In such event, all of the property, powers, and obligations of the incorporated association existing immediately prior to its dissolution shall, thereafter, be confirmed and evidenced by appropriate conveyance and assignments. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and in the Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association. The Articles of Incorporation and Bylaws of the Association hereafter adopted and duly amended

shall be deemed covenants running with the ownership of the Lots, and private tracts and shall be binding upon the Owners as if verbatim recited herein. The Bylaws of the Association shall conform as closely as possible to the terms set forth herein this Declaration.

Section 2. Membership. Every person or entity who is an Owner of any Lot shall be a Member of the Association. The foregoing is not intended to include persons or entities who have an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership.

2.1 The membership commences when Lots are transferred from Declarant.

2.2 Such membership shall subject the Lot Owner and successors and assigns to the requirements to comply with the rules and regulations of the Association, and also to the rules and regulations of Bella Ridge Estates. The owners of all Lots within Bella Ridge Estates are required to be members of the Bella Ridge Estates Homeowners Association, or its successor entity, and subject to its rules concurrently (See Article VIII, Membership in Association herein.) Should there be conflict between the different rules and regulations, the stricter regulations shall apply. *Owners shall require any tenants, invitees and/or guests to comply with the CCR's, Bylaws and rules and regulations of the Association and shall include a provision in any lease or rental agreement for their Lot or Property that such condition is required of the Tenant(s).*

Section 3. Dues and Assessments. The Owners of each Lot shall pay the designated assessments levied by the Association. The Association dues and assessments are required for each Lot Owner (See Article V, Section 1, herein). The purpose of such assessments levied by the Association shall be to offset and pay for the services and benefits by the Association. The present assessments include but are not limited to the following:

Annual dues for providing common area maintenance, and other services to Membership as determined by the Association; \$200.00 per year. Such fees are in effect as of the time of the recording of this Declaration, but subject to change and the establishment of lesser or additional fees in accordance with the procedural requirements of the Association. The dues shall begin to accrue upon the first sale of each Lot. Declarant shall not be liable for any assessments, unless and until the Declarant retains any Lots after the affairs of the Association are turned over to the Owners/Members.

Section 4. Control of Affairs of Association. On the date that is not later than 120 days after Lots representing 100% of the votes of the Members have been conveyed, Declarant shall call a meeting and at such meeting shall turn over administrative responsibility for Bella Ridge Estates to the Association in accordance with applicable statutes. Prior to that event, this Declaration controls.

Section 5. Voting Rights. The Association shall have one class of voting membership. Members shall be all voting Members, including the Declarant as to their initial ownership of lots prior to sale, their successors and assigns. Voting Members shall be entitled to a total of one (1) vote for each Lot in which they hold the interest required for membership in Section 2 of this Article III. When more than one (1) person holds such interest in any Lot, each of such persons shall be a voting Member. The vote for such Lots shall be exercised so that the total of the fractional interests in one (1) Lot shall equal one (1). The multiple owner Lot Members may vote their vote as a fraction of one (1) vote if they disagree or as one (1) vote if they are in

agreement. In the event that an entity is the owner of a Lot, the entity will be permitted to cast one (1) vote for its ownership interest in the Lot. The individual owners or members of the entity are not permitted to cast individual or fraction votes as partial votes, totaling one (1) vote for the entity. The entity itself must have a united vote for its interest.

#### **ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES**

Section 1. Members' Easement of Enjoyment. Every Member (Owner of a Lot) shall have a right and easement of enjoyment in and to the Common properties, and specifically any "Open Spaces". Such easements shall be appurtenant to and shall run with the title to every lot.

Section 2. Open Space – Tract B. Tract B is dedicated as Open Space on the plat. Said Open Space shall be considered Common Property. Common Property shall be subject to the right of common access by owners of all Lots within the plat of Bella Ridge Estates in accordance with the restrictions and regulations governing such use as set forth below. It is the intent of the Declarant that Common Property provided herein shall be maintained in accordance with any requirements of the Clatsop County Land Use Plan for Open Areas located within the plat, except for any roads that are constructed in the Common Property. Except to the extent permitted by Clatsop County, no structures shall be permitted within the designated Common Property. Provided, however, the Association may construct fences to protect the Open Space and restrict non-authorized access or make any other use permitted by applicable governmental land use regulation in effect relative to such Open Space designation. The ownership shall remain with the Association, but said ownership shall be subject to the restrictions set forth herein, and be subject to the right of access by Owners of all Lots within the plat of Bella Ridge Estates. It is provided further that the Association has responsibility and obligation for maintaining said Common Property (including the roads) and any wetlands thereon, as required by applicable governmental land use regulations, except for the roads, which are to be maintained to County standards.

#### **ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant hereby covenants for all the Real Property, and each Owner of any lot, that by acceptance of a deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance, such Lot Owner is deemed to covenant and agree to pay the Association regular annual or other regular periodic assessments or charges as established by the Association from time to time. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the property which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time such assessment became due. The obligation shall not be a personal obligation of successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment, and protection of the residents, guests, and Lot Owners of Bella Ridge Estates and in particular for the maintenance of Common Property and the integrity of the Bella Ridge Estates community.

Section 3. Annual Assessment. The annual assessment may be established by a vote of the members, by affirmative vote of not less than 51% of the votes of Members who are voting in person or by proxy, at a meeting attended by not less than a quorum as defined by the Articles and/or Bylaws of the Association and which is duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 4. Uniform Rate of Assessment: Common Profits. All annual assessments and any special assessments must be fixed at a uniform and equal rate per lot for services rendered for all Lots and may be collected on an annual, semi-annual, quarterly, or monthly basis in the sole discretion of the Directors. If special services are rendered to specific Lots at the request of the Owner thereof, additional assessments shall be charged to such residential Lots. If the Association has any common profits at the end of any fiscal year, the Board of Directors place such funds in reserve for future use by the Association. No profits may be distributed to the Lot Owners/Members.

Section 5. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence to all Lots on the first day of the month following the conveyance of title to said Lots for property located within the plat of Bella Ridge Estates from Declarant to a third party. The first regular assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the regular assessment at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any reasonable time, furnish a written receipt signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. Such written receipt shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-payment of Assessments: Remedies. If any Owner of a Lot or portion of a Lot fails to pay the respective dues, assessments, fees, or charges, made by the Association according to the terms of their agreement with the Declarant and in accordance with the terms and conditions of this Declaration of CC&Rs of Bella Ridge Estates within 30 days, then the Association, or the party paying the cost on behalf of the property of the defaulting party may be enforced upon compliance with the terms and conditions set forth herein.

6.1 Lien Priority. The lien shall be prior to all other liens or encumbrances upon the property except tax and assessment liens and any prior mortgage, trust deed or contract of record.

6.2 Lien Enforcement Requirements. In order to enforce the lien provided for herein, the Association, or the party who has paid the obligation of the defaulting Owner may record a claim containing a true statement of the amount due for unpaid charges (after deducting all just credits and offsets) in the appropriate lien records of Clatsop County, Oregon. The name of the Owner of the property or the reputed Owner, if known, and the legal description of the property shall constitute sufficient designation of the property for purposes of identification.

6.3 Lien Filing. The claim shall be verified by the oath of one (1) or more persons having knowledge of the facts, and shall be filed with and recorded by the recording officer of Clatsop County in the book kept for purposes or recording liens filed under ORS 87.035

or its successor statute.

- 6.4 Continuation of Lien. After a claim has been filed and recorded pursuant to the provisions of this Declaration of CC&Rs, and the Owner of the property subject to the claim thereafter fails to pay any such charge provided for therein, then and so long as the original or any subsequent unpaid balance remains unpaid, such claim shall automatically continue and subsequent unpaid amounts and interest thereon shall automatically accumulate without the necessity of further filings.
- 6.5 Conformity With State Statute and Duration. The proceedings to foreclose liens created by the provisions of this Declaration of CC&Rs shall conform as nearly as possible to the proceedings to foreclose statutory liens created by ORS 87.010 or its successor statute, except that notwithstanding ORS 87.055 or its successor statute, a lien may be continued in force for a period of time not to exceed six (6) years from the date the claim is filed under subparagraph 6.3. For the purpose of determining the date the lien is filed in those cases where subsequent unpaid costs have accumulated under the claim as provided in subparagraph 6.4, the claim regarding each unpaid costs shall be deemed to have been filed at the time such unpaid costs become due. The lien may be enforced by the lien claimants acting jointly and individually.
- 6.6 Lien Foreclosure Cost. The party or parties foreclosing the lien provided for herein shall be entitled to reimbursement of all costs and expenses of foreclosing the lien, including the costs of a foreclosure title report, expert witness fees, and any attorney's fees in connection therewith upon trial and appeal thereof.
- 6.7 Interest. All unpaid balances shall bear interest at the rate of 12% per annum or at such other rate as established by the Members as per Article III, Section 2 supra.
- 6.8 Right to Sue Without Waiver of Lien. An action to recover a money judgment for unpaid charges against the defaulting Lot Owner may be maintained by the Association or the party or parties paying said charges, acting jointly or individually, without foreclosure or waiving the liens securing the claim for unpaid charges.
- 6.9 Non-Exclusive Remedy. The remedies provided above shall be non-exclusive and in addition to any other remedies provided by law.

Section 7. Exempt Property. As Open Space, Tract B, shall be exempt from assessments created herein.

## ARTICLE VI RESIDENTIAL COVENANTS

Section 1. Land, Building Type and Usage.

- 1.1 Permanency. All buildings shall be constructed on the Lot upon which they shall permanently remain. All structures shall be built on site (no pre-manufactured homes).
- 1.2 Permitted Use. Lots shall only be used for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling (including attached garages) and one outbuilding (with approval



of the Architectural Committee). Outbuildings are limited to one detached small utility or garden shed, after approval by the Architectural Committee. This section does not prohibit the storage, during the course of construction, of construction materials and equipment on said Lot as may be necessary for such construction or the use of any residence on a Lot as a sales office or model home for purpose of sale in Bella Ridge Estates under such circumstances and for such period of time as may, from time to time, be deemed reasonable by Declarant.

### 1.3 Restrictions on Development of Lots, the Structure and Usage.

1.3.1 Dwelling Minimum Size. No residential structure shall be erected or placed on any Lot unless the building has a living area of at least 1,800 square feet, exclusive of the enclosed garage area.

1.3.2 Garages. Each single family dwelling within the subject development shall have a minimum of a two-car enclosed and attached garage. Each garage shall have a single car entry or the appearance of a single car entry (example carriage doors). All garage doors shall be designed with an upper glass panel. A garage shall be considered attached if it is connected to the dwelling by a breezeway. The breezeway shall be appropriate in design to and architecturally consistent with the dwelling.

1.3.3 Height Restrictions. The maximum allowable building height is 29 feet above average grade as determined by the four corners of the principal structure, which is in accordance with the requirements of Clatsop County Ordinance #10-05.

1.3.4 Roof Pitch. The roof pitch shall be a minimum of 7:12 and subject to the approval of the Architectural Committee.

1.3.5 Manufactured Homes. No pre-manufactured homes shall be permitted. All dwellings shall be constructed onsite.

1.3.6 Siding. No single wall or vinyl siding is permitted. No T-111 is permitted. No channel siding or corrugated metal siding is permitted. All homes constructed shall contain between 15% to 20% visible masonry on the front of the home. Wood siding shall be permitted, such as cedar shingles. Hearty plank (concrete plank) siding shall be permitted and shall be allowed to be painted. All siding (and the painting or staining of such) and visible masonry shall be subject to the approval of the Architectural Committee.

1.3.7 Landscaping. All landscaping designs shall be pre-approved by the Architectural Committee. Initial Landscaping for the front of any home shall be completed within 30 days of occupancy and the backyard shall be completed within 4 months of occupancy.

1.3.8 Double Road Frontage Requirement. As required by Clatsop County Ordinance #10-05, all Lots with double road frontage shall have a 25 foot vegetative buffer.

1.3.9 Antennae, Wind Instruments and Satellite Dishes. Antennae and wind instruments shall not be outright permitted. Satellite Dishes are permitted. The Architectural Committee shall regulate and approve all requests, for allowing and placing antennae, wind instruments and for placing satellite dishes. In the event of an approval of a request, the Architectural Committee shall require such item(s) be located on each

Lot and placed in such a manner as to minimize the visual impact on the community and the neighboring lots.

1.3.10 Rentals. Rental of homes within the Property is allowed subject to reasonable controls established by the Board of Directors of the Homeowners Association and with prior Board approval. The Board of Directors of the Homeowners Association shall provide guidelines designed to protect the Owners enjoyment and use of their Lot and also provide for opportunities for renting for those Owners desiring to do so. Activities deemed offensive and intrusive of the rights of other Owners shall be deemed grounds for withdrawal of any approval given by the Board of Directors to rent a particular Lot. Specifically, short term rentals are prohibited (meaning, for periods of less than 30 days and behavior by renters that is perceived to be offensive in nature). All rental agreements will be required to contain a provision that the tenants are required to comply with the Declaration, Bylaws and all rules and regulations established by the Board of Directors of the Homeowners Association.

1.3.11 Parking. Parking of boats, trailers, campers, truck campers, trucks (excepting pickup trucks), recreational vehicles or equipment shall not be allowed in excess of 72 hours, nor shall repair of the same be permitted on any Lot or the Property, excepting within the confines of an enclosed garage or shop building or behind a screening fence (constructed of cedar and be 72 inches in height), which shall be attached to the dwelling, garage or shop building. There shall be no overnight parking on any street in the Property development. No owner shall permit any vehicle which is in a state of disrepair to be abandoned or to remain parked upon any Lot or street in excess of 48 hours without be moved into an enclosed garage.

1.3.12 Exterior Lighting. Owners shall be required to minimize the impact of their exterior lighting's effect on the community as a whole as well as the immediately surrounding Lots. All exterior lighting will be required to obtain prior approval of the Architectural Committee before being placed.

1.3.13 Hunting. No hunting or discharging of firearms is permitted within the residential Lots of the Property.

1.3.14 Fencing. All fencing shall be approved by the Architectural Committee prior to its installation or modification. Routine repairs and maintenance that do not change the style, color, location or general appearance of a fence does not require any approval of the Architectural Committee. Fencing shall be constructed of cedar and must be a maximum of 6 feet in height. Fencing facing the street shall have a setback from the front corner of the home of not less than six feet.

1.3.15 Temporary Structures. No structure of a temporary or transient character, including but not limited to tents, shacks, sheds, trailer, barn, or other out buildings or any other building not constructed or approved under the standards of the Uniform Building Code in effect at the time of placement, shall be located on any building site within the subject development. However, dog kennels or dog runs shall be permitted, but with fencing that is below the 6 foot maximum for fencing as set forth above.

1.3.16 Offensive Activities. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance to the neighborhood. No Lot shall be used or maintained as a

dumping ground for rubbish, garbage, or trash. Yard raking and dirt resulting from landscaping work shall not be dumped on to the street, open space or any undeveloped sites or any public area. Garbage and other waste shall be kept in appropriate sanitary containers for disposal and out of public view.

1.3.17 Business and Commercial Use. No storefront activity involving trades, crafts, businesses, professions, commercial, or similar activities of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials, or supplies be used in connection with any trade, service, or business be kept or stored on any Lot, excepting the right of any home builder or Declarant, who is constructing Residences on Lots, to store construction materials and equipment on said Lots in the normal course of said construction and to use completed home as sales models as provided herein.

1.3.18 Signs. No sign of any kind shall be displayed to the public view on any Lot or improvement, except one professionally made of not more than six (6) square feet advertising the Lot or single family dwelling constructed thereon for sale or indicating the presence of a security system at the Lot. This restriction shall not prohibit the temporary placement of political signs on any Lot by the Owner (which shall be promptly removed after the election is completed for which it was placed), or placement of a professionally made sign by Declarant, which complies with local applicable sign ordinances. This restriction does not apply to signs used by Declarant, builders, Realtors or agents during original construction and initial sales.

1.3.19 Animals. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any site, except dogs, cats, or other small household pets may be kept provided they are not kept, bred, or maintained in unreasonable numbers or for any commercial purposes. This restriction does not apply to wild animals that inhabit the native area (wildlife).

1.3.20 Pet/Animal Control. Pets/animals are required to be controlled so as not to be a nuisance to other Owners, their guests, renters or invitees or wildlife. Any inconvenience or damage or unpleasantness caused by any such pets/animals shall be the responsibility of the respective owners thereof, including such as may be caused by the pet/animal of an Owner's guest, renter or invitee. Pets/animals shall not be permitted to roam the Property unattended. Pets/animals shall be required to be leashed or otherwise restrained when outside their Owner's Lot. An Owner may be required to remove a pet/animal upon receipt of a notice in writing from the Board of Directors of the Homeowners Association of violation of any rule, regulation or restriction governing pets/animals within the Property. Any pet/animal which the Board of Directors of the Homeowners Association reasonably determines to be vicious or dangerous to Owners of Lots or Tracts, their families, guests, invitees, renters, pets or wildlife on the Property shall be removed by the Owner thereof immediately upon written notice from the Board of Directors. At the Owner's request after such removal, a hearing will be held by the Board of Directors of the Homeowner's Association to review its determination and affirm or reverse its previous determination. As part of their determination, the Board of Directors may require remedial actions be taken by the Owner in the reverse of its previous determination. Any pet/animal which is considered vicious under any City of Warrenton ordinance, Clatsop County Ordinance or state law, shall be conclusively deemed vicious, which shall the Board of Directors shall thereafter be required to exclude from the Property. Owners shall be permitted to construct a dog run as set forth above in 1.3.15

1.3.21 Construction Completion. Construction of any Residence shall be completed, including exterior decoration, within fourteen (14) months from the date of the start of such construction. All Lots shall, prior to and after the improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds, and debris. The Lot shall be maintained in order to prevent the creation of a nuisance or health hazard. If the Declarant or the Association is forced to maintain the Lot on behalf of the Owner, the cost for the work completed will be assessed to the Lot Owner. Following a purchase of a lot from the Declarant, the new Owner shall begin construction within eighteen (18) months, unless the Architectural Committee determines a longer period of time.

1.3.22 Conflicts With Clatsop County Codes and Regulations. These CC&Rs do not restrict the County's authority to adopt or amend its development regulations. It is the duty of every person engaged in development within Bella Ridge Estates to know the requirements of these CC&Rs and Clatsop County regulations. Clatsop County will not be liable for any approvals or permits that are in compliance with Clatsop County regulations, but are not in compliance with these CC&Rs. The provisions of this paragraph do not limit the rights of Clatsop County.

1.3.23 Vehicular Traffic. Vehicular traffic shall be confined to the roads within the subdivision Property and driveways on individual Lots.

1.3.24 Roadside Maintenance Responsibility. The Owner of property bordering a roadway or roadways shall be responsible for clearing of trees, brush, grass, and debris from the Lot line to the center of the road. Trees and brush must be pruned in such a manner to permit two (2) cars to pass each other without striking tree limbs, shrubs, or brush.

1.3.25 Existing Residence on Lot 15. The existing residence, barn or shop on Lot 15 shall be permitted to maintain a non-conforming appearance, but shall be required to meet all other obligations applicable Owners and Lots. In the event the existing structure is destroyed more than 50%, then the replacement structure shall be required to meet all of the appearance requirements for all other Lots.

## Section 2. Easements.

- 2.1 Utility. Declarant hereby reserved to themselves, their successors and assigns, perpetual easements under, over, and across all common properties and under, over, and across strips of land Ten (10) feet in width running along all property lines of each Lot for the purpose of erecting, installing, constructing, maintaining, and operating drainage and irrigating systems, and pipes, wires, cables, and conduits for lights, heating, power, telephone, internet, water and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon, or above the surface of each Common Property and such Ten (10) foot strips of land. Declarant is not hereby obligated to erect or construct any public or quasi-public utility service. Within the easements consisting of the herein defined Ten (10) foot strips of land on the interior of the Lot lines, no structure, fence, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the Installation or maintenance of such utilities or facilities, or which may change the direction of flow of water through drainage channels in the easements. A Lot Owner may place removable structures or place surface coverings such as asphalt or concrete on this easement area or install

fencing, plant shrubbery in this area or otherwise landscape this area if access to the surface or sub-surface property(s) within the easement for the purpose specified herein and conditioned upon Lot Owner making all necessary provisions for alternate drainage facilities within Owner's Lot if surface drainage or sub-surface drainage is interrupted or altered. The easement property(s) of each Lot and all improvements for which a public authority or utility company is responsible. No Lot owner is permitted to grant an easement for utilities to any other Lot Owner within the Property or to any property owner outside the Bella Ridge Estates Subdivision Property.

- 2.2 Roads and Streets. Declarant hereby grants unto the Homeowners Association the roads and streets within the Bella Ridge Estates Subdivision. As owners, it shall be the responsibility of the Homeowners Association to maintain all the roads and streets in the Bella Ridge Estates Subdivision.

## **ARTICLE VII ENFORCEMENT**

Section 1. Use of Common Properties and Facilities. In the event any Owner shall violate any provision of this Declaration, the Bylaws of the Association or other rules adopted by the Association, then the Association, acting through the Board of Directors, shall notify the Owner in writing that the violation exists and that the Owner is responsible for therefor, and may:

- 1.1 Notify the Owner in writing that their voting rights and rights to use the Common Property are suspended for the time that the violations remain unabated; or,
- 1.2 Impose fines upon the Owner as such fines may be provided for in the Bylaws and rules of the Association, which may include late fees and interest; or,
- 1.3 Enter the offending Lot and remove the cause of such violation, or alter, repair, or change the item which is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for 120% of the entire direct or indirect costs of the work done, which amounts shall immediately be payable to the Association; or,
- 1.4 Bring suit or action against the Owner on behalf of the Association and other Owners to enforce the provisions of this Declaration; or,
- 1.5 Do any of the above in conjunction with each other.

Provided, however, in each remedy except that designated sub-paragraph 1.4 of Article VII, the Lot Owner shall have the right to a hearing before the Board of Directors to contest their determination. If a hearing is requested, imposition of the applicable remedies will be withheld pending the Association Board of Directors' decision after hearing the Lot Owner's testimony or evidence. If an emergency exists and is so determined by the Board of Directors, they may proceed with the remedies specified in sub-paragraph 1.3 above pending the hearing or decision on the hearing. If a hearing is requested, it shall be held within 14 days of the date of receipt of request by the Board of Directors at a location designation by the Board of Directors in a timely notice to the Lot Owner. The Board of Directors shall make a decision on whether to proceed with the specified remedy or to abate their action and provide notice thereof to the Lot Owner. All assessed fines shall be paid immediately to the Association and deposited into the Association's general account.

Section 2. Interest, Expenses, and Attorney Fees. Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at the following rate per annum: From the date hereof until the first annual meeting of Members, 12% per annum; and thereafter at a rate per annum which the Members shall establish at each such annual meeting to be in effect until the next such annual meeting, but if no such rate is established by the Members, then the rate shall be 12% per annum. In the event the Association shall bring any suit of action to enforce this Declaration, to collect any money due to it, or to foreclose a lien, the prevailing party shall be entitled to recover all costs and expenses incurred by them in connection with such suit or action, including the cost of a foreclosure title report, expert witness fees and such amount as the court may determine to be reasonable as costs and attorneys' fees at trial and upon any appeal thereof. In addition to being the personal obligation of the Lot Owner, the Association shall have a lien upon any Lot owned by the losing party to secure payment of such costs and expenses. In addition, in the event the Association engages the services of an attorney to enforce or interpret any of the rules of the Association or Declaration in respect to any issue with a property Owner, said property Owner(s) for which said attorney costs were incurred, shall be liable for the payment thereof, even though no suit or action has been initiated against said Owner.

Section 3. Non-exclusiveness and Accumulation of Remedies. An election by the Association to pursue any remedy provided for violation of this Declaration or the rules of the Association shall not prevent concurrent or subsequent exercise of any remedy permitted under this Declaration, the Bylaws or rules of the Association. The remedies provided in this Declaration, the Bylaws or rules of the Association are not exclusive and shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable laws.

Section 4. Effect of Breach. The breach of any of the covenants, conditions or restrictions contained in this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any Lot or Lots or portions of Lots, but these covenants, conditions, and restrictions shall be binding upon and effective against any such mortgages or trustee or Owner thereof, whose title thereto is or was acquired by foreclosure, trustee's sale or otherwise.

Section 5. Delay. No delay or omission on the part of Declarant, the Association, or the Owners of other Lots in exercising any right, power or remedy herein provided in the event of any breach of the covenants, conditions or restrictions herein contained shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant and no right of action except specific performance shall accrue nor shall any other right of action be brought or maintained by anyone whatsoever against the Association or on account of their failure to bring any action on account of any breach of these covenants, conditions and restrictions.

## **ARTICLE VIII**

### **Bella Ridge Estates Homeowners Association and Architectural Committee**

Section 1. Bella Ridge Estates Homeowners Association ("Association"). The owners of all Lots within Bella Ridge Estates are hereby designated as and required to be Members of the Association, or its successor entity.

1.1 The membership commences when Lots are transferred from Declarant.

- 1.2 Such membership shall subject the Lot Owner and successors and assigns to the requirements to comply with the rules and regulations of the Association and the Bylaws in addition to the Declaration of CC&Rs for Bella Ridge Estates. Should there be conflict between the different rules and regulations, the stricter regulation(s) shall apply. The Bylaws shall be created to conform to the Declaration as closely as is reasonably possible.
- 1.3 The non-declarant Owner and the subsequent Owners of each Lot shall be required to pay all dues, fees, and assessments levied by the Association.
- 1.4 The right to access, usage of the streets, roads, and easements of Bella Ridge Estates, for each Lot is limited to such access and availability for use on the same basis and according to the same regulations that apply elsewhere within the service area of the Association.

## Section 2. Architectural Committee.

- 2.1 Formation of the Committee. The Architectural Committee shall consist of Three (3) Members. Prior to the Transfer Date (date that the Declarant transfers control to the HOA Members), Declarant shall make a decisions reserved herein for the Architectural Committee. Following the Transfer Date, the Architectural Committee Members shall be appointed by the Permanent Board and shall thereafter assume the responsibilities and duties described herein. Upon appointment a Member of the Architectural Committee shall serve for a term of One (1) year.

A Member of the Architectural Committee may be removed by the Declarant at any time with or without cause until the last Lot is sold or by the Board upon a majority vote of the Board. Members of the Architectural Committee shall be appointed by a majority vote of the Board. Any time there is a vacancy in the Architectural Committee a replacement may be voted in by the Board. The address of the Architectural Committee shall be the same as the address for the Association. Actions of the Architectural Committee shall be by a majority vote of the Members of the Architectural Committee. No Architectural Committee Member shall be entitled to any compensation for services performed or have any financial obligation of a kind based upon his or her actions as member of the Architectural Committee.

- 2.2 Plans for all Proposals. No home/dwelling/outbuildings, improvements or landscaping shall be constructed upon any Lot until the plans showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Committee. The Architectural Committee shall be guided by the goal of creating a harmonious exterior design and location for each Lot in relation to the surrounding structures and topography and in relation to the Declaration. Determinations, actions and resolutions of the Architectural Committee shall be within the sole discretion of the Architectural Committee.

An Owner shall submit all plans and specifications for the Home/Dwelling and of all Improvements and for any Landscaping ("Plans") to the Architectural Committee by mail to the address of the Architectural Committee. The Plans shall consist of three (3) sets of 8 ½ x 11 inch copies and each of the Plans shall be signed by the Owner of the Lot or his or her authorized agent and shall contain the name, address of the person submitting

the same and the Lot to be involved, and shall set forth the following with respect to the proposed Home/Dwelling, Improvement, or Landscaping as appropriate to the request: a) a site plan of the Lot reflecting the proposed location of the Home/Dwelling, the location of all set-backs and all easements burdening the Lot; and (b) front, rear and side elevations of the Home, and (c) a floor plan of all floors of the Home/Dwelling; and (d) a impervious surface plan specifying the location and surface material of the driveway and all other paving and impervious surfaces to be placed upon the Lot; and (e) Landscaping plan for the Lot to include a specification of the species of all vegetation to be planted, the planted size of the vegetation and a specification of and drawings of all other improvements to be constructed, places or installed on any portion of the Lot, including, but not limited to: water features, statues, walls, fences, gates, berms, playground or athletic facilities, and outbuildings, and exterior lighting; and (f) specifications detailing all aspects of the exterior appearance of the Home including, but not limited to: the specification of the nature of and the finished color of all siding material, gutters, fascia and exterior trim, and the specification of the nature and coloring of all roofing material, and window details, and door details, and (g) a specification of any decorative or fanciful features, details and trim to be constructed, placed or installed on any exterior of the Home or upon the roof thereof.

All submissions must be in no less than ¼" to 1' scale and shall include all relevant dimensions and shall designate the name and address of the architect or designer of the Home and shall make specific reference to the Lot. The Owner shall also provide the legal description and address for the Lot, the builder's name, phone number, and contact person and such other information as may be required by the Committee to determine whether proposed Home/Dwelling, Improvement or Landscaping conforms with this Declaration, and the standards set forth by the Architectural Committee.

- 2.3 Standards. The Architectural Committee except as limited by the Declaration, shall have the sole discretion and the authority to determine and establish standards involving aesthetic considerations of harmony of construction and color which it determines to be in the best interest of ensuring the attractive development of the Property and the Lots, which discretion and authority shall include, but not be limited to, the height, configuration, design, color, scope, bulk, mass, size and appearance of the Home/dwelling, the Improvements and Landscaping.

The Architectural Committee, in the exercise of its discretion, shall have the right to refuse to approve any Plans for the design of any Home/Dwelling, Improvements or Landscaping. The Architectural Committee shall have the right to take into consideration the suitability of the proposed Home/Dwelling, Improvement or Landscaping and the material of which it is to be built, the harmony thereof with the surroundings, and the effect of the Home/Dwelling, Improvement or Landscaping as planned on the outlook of the adjacent or neighboring Lot(s) and any and all other factors which, in the Architectural Committee's opinion, shall affect the desirability or suitability of such proposed Home/Dwelling, Improvement or Landscaping. The determination by the Architectural Committee shall be binding on the Owner and shall not be subject to appeal or collateral attack by any Owner except in the case of a willful abuse of the Architectural Committee's discretion.

- 2.4 Approval or Disapproval. The Architectural Committee shall use best efforts to approve submitted Plans within thirty (30) days after the receipt of Plans submitted in accordance with this Declaration. The Architectural Committee's notice of approval or disapproval



shall be designated upon one of the Plans submitted and such Plans shall be returned to the Owner submitting the Plans. In the event that no approval or disapproval of such Plans is given within thirty (30) days of submission in compliance herewith, copies of such Plans shall be delivered to the Owner of each adjacent Lot within the Property together with a statement to the effect that (1) the said Plans have been submitted to the Architectural Committee; and (2) unless suit to enjoin the construction pursuant to the submitted Plans is commenced within thirty (30) days after the receipt of the delivered copies, the Owner shall be entitled to commence construction pursuant to the Plans that were submitted for review, subject only to the issuance of a building permit by the City of Warrenton or Clatsop County as may be applicable. If no suit to enjoin the Construction is commenced within thirty (30) days after the receipt of the delivered copies and the statement described herein, said Plans shall be deemed to be approved by the Architectural Committee and Construction pursuant to said Plans may be commenced.

In all cases, the ultimate responsibility for satisfying all local governmental building codes and requirements, etc., rests with the owner. The approval of any submitted Plans shall not represent confirmation that the Plans comply with applicable building or land-use codes and the Architectural Committee and the Association shall not be liable to any Owner due to the failure of any Plans to comply with any standards, codes, ordinances, restrictions or limitations associated therewith. No Member of the Architectural Committee or any person or entity acting for or on behalf of the Architectural Committee shall be liable or responsible for any defect in any Plans submitted or approved or for any defect in any work accomplished according to such Plans.

- 2.5 Advisors. The Architectural Committee may appoint advisors from time to time to advise on matters pertaining to the Property and the Lots.
- 2.6 Variations. The Architectural Committee shall have the authority to approve Plans which do not conform to this Declaration or any standards announced by the Architectural Committee in order to overcome practical difficulties or prevent hardships, provided that such variations so approved shall not be materially injurious to the Improvements of other Lots and shall not constitute a waiver of the restrictions herein contained but shall be in furtherance of the purposes and intent of this Declaration.

## **ARTICLE IX GENERAL PROVISIONS**

Section 1. Severability. Invalidation of any one (1) or more of the provisions of this Declaration by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 2. Duration and Amendment. The provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date of the recording of this Declaration, unless an instrument signed by seventy-five (75%) percent of the votes of membership has been recorded in the Records of Clatsop County, Oregon, agreeing to modify said provisions. The Declarant shall retain authority to make amendments until construction on the last Lot is completed and 100% of the lots are sold. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by all of the Owners of

the properties concerned, and the Association. All amendments must be recorded in the Deed Records, or other appropriate Records of Clatsop County, Oregon, to be effective. After the initial twenty-five (25) year term, this Declaration or any provision will be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the votes of the membership of the Association has been recorded in the Records of Clatsop County, Oregon, agreeing to modify or terminate said Declaration or any provision thereof.

Section 3. No Right of Reversion. Nothing in this Declaration, or in any form of deed which may be used by Declarant, or his successors or assigns, shall be deemed to best or reserve in Declarant or the Association any right of reversion or reentry for breach or violation of any one (1) or more of the provisions hereof.

Section 4. Rights of Mortgagees Relating to Maintenance. At any time that any part of the Common Property, or any other part of Bella Ridge Estates, or any Residence, Lot, or other building or improvement located thereon is not in accordance with this Declaration or the Association's Bylaws or is not properly maintained and kept in good order and repair to the extent reasonably necessary to protect and preserve the appearance and value thereof and the appearance and value of the remainder of Bella Ridge Estates, the record owner of any mortgage or trust deed upon any part of said Real Property or Residence or building thereon, upon giving written notice as hereinafter provided, shall be entitled to exercise the rights of the Owner-mortgager of such property as a member of the Association including the right to vote at all regular and special meetings of the Association, and the Owner-mortgager shall receive such notice also and may attend such meetings as an observer. Said notice shall quote this paragraph and shall be sent certified mail, return receipt requested, to the Owner-mortgager, with a copy by regular mail to the Association at the last known address of each.

Section 5. Loss of Property. In order to protect and preserve the appearance and value of the Real Property, each Owner is required to immediately commence, and diligently pursue without delay, the razing, repair, or rebuilding of his Residence after any loss to it.

Section 6. Notices. Unless otherwise provided herein, any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address provided to the Association in writing by the person who appears as a Member or Owner on the records of the Association at the time of such mailing and if there is no written address provided, then to the address set forth on the current tax statement for the property affected.

Section 7. Assignment. Any and all rights, powers, and reservations of Declarant herein contained may be assigned to the Association or to any person or corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers, and reservations assigned and upon such person, corporation or association evidencing its intent in writing to accept such assignment, have the same rights and shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

Section 8. Indemnification and Insurance.

8.1 Indemnification. To the extent of insurance obtained to protect against the errors and omissions of the Board of Directors of the Association, the Association hereby covenants and agrees to indemnify, hold harmless and defend the directors of the Association's

Board of Directors, who by reason of being such, or as a result of the exercises of their duties as such, are a party or are threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil or criminal, administrative or investigative. Indemnification may be had for costs and expenses (including attorney's fees), judgments, and settlement payments, provided that the officer or director acted in good faith, in a manner reasonably believed to be not opposed to the interests of the Association and, in the case of criminal proceedings, had no reasonable cause to believe his or her conduct unlawful.

8.2 Insurance. The Board at its discretion shall be authorized to obtain and maintain the following policies of insurance:

8.2.1 Hazard Insurance. To the extent that there are Improvements made to the Common Areas which may be insured against loss, a "master" or "blanket" type of hazard insurance policy or policies may be maintained, protecting such Improvements against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects. The Board may enter into additional endorsements, provisions, and exceptions,

8.2.2 Liability Insurance. A comprehensive general liability insurance policy covering the Common Areas and all roads and streets. The liability policy shall provide coverage for bodily injury and property damage for any single occurrence, covering bodily injury and property damage resulting from the operation, maintenance, repair or use of the Common Areas, in such amounts as the Board may determine.

8.2.3 Director's Coverage. A policy of errors and omissions insurance to protect the Board of Directors of the Homeowner's Association.

8.2.4 Insurance Premiums. Insurance premiums for any insurance coverage obtained by the Association and any other insurance deemed necessary by the Board shall be a Common Expense to be included in the Annual Assessments levied by the Association and collected from the Owners. That portion of the Annual Assessments necessary for the required insurance premiums shall be separately accounted for by the Association in the reserve fund to be used solely for the payment of premiums of required insurance as such premiums become due. The annual limit on the increase of assessment shall not limit the amount of the premiums payable by the Owner for the Association's insurance.

Section 9. Costs and Attorney's Fees. In the event any party or successor to a party (including future individual Lot Owners) shall take any action, judicial or otherwise, to enforce any terms of this Declaration, the Bylaws or the Association's rules, the prevailing party shall be entitled to recover from the other all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the costs of title reports, surveyor's reports, foreclosure reports, witness fees (including expert witnesses) and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein, or (solely for the Association or Declarant and specifically not the individual Lot Owners) in connection with non-judicial action, or in connection with any post judgment collection efforts.

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Execution of Declaration by Declarant on the following page.

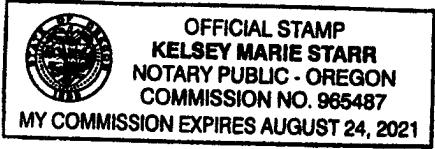
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has executed this Second Amended Declaration on the day and year first mentioned above.

Bella Ridge Estates, LLC (Declarant)

By: Richard Krueger (manager)  
Richard Krueger, Manager

STATE OF OREGON                     )  
County of Clatsop                ) ss.

This instrument was acknowledged before me on April 10, 2018, by Richard Krueger, as the Manager of Bella Ridge Estates, LLC.



Kelsey Starr  
Notary Public for Oregon

# Exhibit A

PARCEL 1, PARTITION PLAT NO. 2010-017 RECORDED SEPTEMBER 3RD, 2010 AS INSTRUMENT NO. 201007726, CLATSOP COUNTY CLERK'S RECORDS.