

EXAMPLE OF CCRs TO BE CREATED AND RECORDED FOR THE PROPOSED CHERRY HILL ESTATES NEIGHBORHOOD

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LOG CABIN SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LOG CABIN SUBDIVISION, a Planned Unit Development, ("Declaration") is made by LEGACY DEVELOPMENT GROUP, INC., an Oregon corporation ("Declarant").

RECITALS

Declarant is the owner of all the real property and improvements thereon located in the City and County of Hood River, Oregon, described as follows (the "Property"):

Lots 1-4, inclusive, and Tract A as shown on the attached Plat Map of LOG CABIN SUBDIVISION, a Planned Unit Development, hereinafter "LOG CABIN PUD," filed for record on JULY 16th, 2019, Recording No. 2019 2177, in the plat records of Hood River County, Oregon, and described more particularly on attached Exhibit "A."

Declarant desires to impose these mutually beneficial covenants, conditions, restrictions, and easements on the Property, under a comprehensive general plan of improvement and development for the benefit of all Lots and Common Area in LOG CABIN PUD.

Declarant has deemed it desirable for the efficient preservation of the values and amenities in LOG CABIN PUD to create an Architectural and Governance Committee, to which will be delegated and assigned the powers and authority to maintain and administer Log Cabin Lane, Tract A, and all other private common areas and improvements for the benefit of the Owners, and to administer and enforce the covenants, conditions, and restrictions of this Declaration, and to collect and disburse the assessments and charges hereinafter created.

NOW THEREFORE, Declarant declares that the Property shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges, and assessments, which shall run with the land, which shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, and which shall inure to the benefit of each Owner.

ARTICLE 1 DEFINITIONS

1.1 *Architectural Review and Governance Committee* or "ARC" shall refer to that committee constituted and acting pursuant to Article 6 of this Declaration.

1.2 *Common Area* shall mean and refer to Tract A shown on the recorded Plat of the Property, including any improvements located thereon, which areas and improvements are intended to be devoted to the common use and enjoyment of the owners. Tract "A" consists of open space, private drainage and stormwater facilities as well as a private road, and is a joint private and public pedestrian access and utility easement. Log Cabin Lane is a private road serving LOG CABIN PUD as well as Parcels 1 and 2 of Partition Plat 2016-11P (CS#2016-059). Tract A including Log Cabin Lane shall be maintained by the Owners of Lots 1-4, with the costs of such maintenance assessed equally to Lots 1-4 and the Owners of such Lots.

1.3 *Commonly Maintained Property* shall mean the drainage and private stormwater facilities (including associated catch basins and fencing) as well as open space vegetation on Tract A consisting of the trees, shrubs and groundcover areas identified on the Planting Plan attached hereto as Exhibit "B," which have been preserved or installed by Declarant, and which shall be irrigated and maintained by the Owners of Lots 1-4, with the costs of such irrigation and maintenance shared equally by Lots 1-4.

1.4 *Declaration* shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration.

1.5 *Declarant* shall mean and refer to Legacy Development Group, Inc., an Oregon corporation, and its successors or assigns, or any successor or assign to all or the remainder of its interest in the Property.

1.6 *General Plan of Development* shall mean Declarant's general plan of development of the Property, as approved by appropriate governmental agencies, as may be amended from time to time.

1.7 *Home* shall mean and refer to any portion of a structure situated on a Lot and designed and intended for use and occupancy as a residence by a single family or household.

1.8 *Lot* shall mean and refer to each and any of Lots 1-4; provided, however, that *Lot* shall not include Tract A.

1.9 *Occupant* shall mean and refer to the occupant of a Home, whether such person is an Owner, a lessee, or any other person authorized by the Owner to occupy the Home.

1.10 *Owner* shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession of a Lot under a land sale contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

1.11 *Plat* shall mean and refer to the Plat of Log Cabin Subdivision recorded in the Plat Records of Hood River County, Oregon, under Recording No. 2019 2177, on July 16th, 2019.

1.12 *Property* shall have the meaning attributed to such term in the Recitals of this Declaration.

1.13 *Tract* shall mean and refer to Tract A as shown on the Plat.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 **Development.** The development of LOG CABIN PUD shall consist of the Property, which shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

2.2 No Right to Annex Additional Property or to Withdraw Property. Declarant reserves no right to annex additional property to or to withdraw property from LOG CABIN PUD.

**ARTICLE 3
OWNERSHIP AND EASEMENTS**

3.1 Nonseverability. The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the Common Area. Any conveyance of any Lot shall automatically transfer the right to use the Common Area without the necessity of express reference in the instrument of conveyance. There shall be no judicial partition of the Common Area. Each Owner, whether by deed, gift, devise, or operation of law, for such Owner's benefit and for the benefit of all other Owners, specifically waives and abandons all rights, interests, and causes of action for judicial partition of any interest in the Common Area and agrees that no action for judicial partition shall be instituted, prosecuted, or reduced to judgment. Ownership interests in the Common Area and Lots are subject to the easements granted and reserved in this Declaration. Each of the easements granted or reserved herein shall be deemed to be established upon the recordation of this Declaration and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of LOG CABIN PUD.

3.2 Ownership of Lots. Title to each Lot in LOG CABIN PUD shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such persons and/or entities shall constitute one Owner.

3.3 Easements. Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

3.4.1 Easements on Plat. The Common Area and Lots are subject to the easements and rights-of-way shown on the Plat.

3.4.2 Easements for Common Area. Every Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot. Tract A is open space and includes public and private access and utility easements, including drainage and stormwater facilities, as shown on the Plat. Log Cabin Lane is a private road serving Lots 1-4 of the LOG CABIN PUD, as well as Parcels 1 and 2 of Partition Plat 2016-11P (CS#2016-059).

3.4.3 Easements Reserved by Declarant. As long as Declarant owns any Lot, Declarant reserves an easement over, under, and across the Common Area in order to carry out sales activities necessary or convenient for the sale of Lots. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress to, from, over, in, upon, under, and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property in such a way as not to interfere unreasonably with the occupancy, use, enjoyment, or access to an Owner's Lot by such Owner or such Owner's family, tenants, employees, guests, or invitees.

3.4.4 Additional Utility and Drainage Easements, Public Walkway Easement. Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and

drainage facilities necessary for the development of LOG CABIN PUD as shown on the Plat. Tract A includes a 15' public pedestrian access and public utility easement, and variable width public storm sewer easement as shown on the Plat. No structure, planting, or other material that may damage or interfere with the installation or maintenance of utilities, that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easement areas shall be placed or permitted to remain within any easement area.

ARTICLE 4 LOTS AND HOMES

4.1 Single Family Residential Use. Lots shall only be used for single family residential purposes which may include accessory dwelling units (ADU's) subject to conformance with applicable standards. Except with the ARC's consent, no trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any Lot, and no goods, equipment, materials, or supplies used in connection with any trade, service, or business shall be kept or stored on any Lot. Nothing in this Section 4.1 shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any residence as a sales office or model home for purposes of sales in LOG CABIN PUD and (c) the right of the Owner of a Lot to maintain such Owner's personal business or professional library, keep such Owner's personal business or professional records or accounts, handle such Owner's personal business or professional telephone calls, or confer with business or professional associates, clients, or customers in such Owner's residence. The ARC shall not approve commercial activities otherwise prohibited by this Section 4.1 unless the ARC determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable local government ordinances.

4.2 Minimum Square Feet. No residence on any Lot shall have a minimum area of less than 1,200 square feet.

4.3 Garages. Each residence shall have an attached garage, capable of housing at least two vehicles.

4.4 Maintenance of Lots and Homes. Each Owner shall maintain such Owner's Lot and all improvements and landscaping thereon in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, maintenance of windows, doors, garage doors, walks, patios, chimneys, and other exterior improvements and glass surfaces. All repainting or restaining and exterior remodeling shall be subject to prior review and approval by the ARC. Each Owner shall repair damage caused to such Owner's Lot or improvements located thereon by fire, flood, storm, earthquake, riot, vandalism, or other causes within a reasonable period.

4.5 Rental of Homes. An Owner may rent or lease such Owner's Home or a portion thereof, provided that the following conditions are met:

4.5.1 Written Rental Agreements Required. The Owner and the tenant enter into a written rental or lease agreement specifying that (i) the tenant shall be subject to all provisions of

the Declaration, and (ii) a failure to comply with any provision of the Declaration shall constitute a default under the rental or lease agreement;

4.5.2 Minimum Rental Period. The period of the rental or lease is not less than 30 days;

4.5.3 Tenant Must be Given Documents. The Owner gives each tenant a copy of the Declaration.

4.6 Animals. No animals, livestock, or poultry of any kind, other than a reasonable number of household pets that are not kept, bred, or raised for commercial purposes and that are reasonably controlled so as not to be a nuisance, shall be raised, bred, kept, or permitted within any Lot. Owners whose pets cause any inconvenience or unpleasantness to other Owners shall take all steps reasonably necessary to prevent recurrence thereof and Owners whose pets damage other Owners' Lots or personal property shall reimburse such other Owners for reasonable costs actually incurred by such other Owners in repairing such damage. An Owner shall ensure that such Owner's dog is leashed when on the Property and outside of such Owner's Lot.

4.7 Nuisance. No noxious, harmful, or offensive activities shall be carried out on any Lot or Common Area. Nor shall anything be done or placed on any Lot or Common Area that interferes with or jeopardizes the enjoyment of, or that is a source of annoyance to, the Owner or other Occupants.

4.8 Parking. Boats, trailers, commercial vehicles, mobile homes, campers, and other recreational vehicles or equipment, regardless of weight, shall not be parked on any part of the Common Area, Log Cabin Lane, or on any streets on or adjacent to the Property at any time or for any reason, including loading or unloading, and may not be parked on any Lot for more than six hours or such other period as may be permitted by the ARC. The garage on each Lot shall be used to park the occupant's primary passenger vehicle.

4.9 Vehicles in Disrepair. No Owner shall permit any vehicle that is in a state of disrepair or that is not currently licensed to be abandoned or to remain parked on the Common Area, Log Cabin Lane or on any street on or adjacent to the Property at any time and may not permit them on a Lot for a period in excess of 48 hours.

4.10 Signs. No signs shall be erected or maintained on any Lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner or by a licensed real estate agent, not exceeding 24 inches high and 36 inches long, may be temporarily displayed on any Lot. The restrictions contained in this Section 4.10 shall not prohibit the temporary placement of "political" signs on any Lot by the Owner or Occupant. Provided, however, political signs shall be removed within three days after the election day pertaining to the subject of the sign. Real estate signs shall be removed within three days after the sale closing date.

4.11 Rubbish and Trash. No Lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for proper disposal and out of public view. Yard rakings, dirt, and other material resulting from landscaping work shall not be dumped onto streets, the Common Area, or any other Lots.

4.12 Fences and Hedges. No fences or boundary hedges shall be installed or replaced without prior written approval of the ARC. No fence shall be erected or otherwise located nearer to any street than the distance of the minimum building setback provided for by the applicable

section of the Hood River Municipal Code. No fence shall have a finished height greater than six feet. The existing rock wall located along the PUD's southern boundary shall not be removed, and shall be maintained in its present, naturally occurring condition to the greatest extent possible. In the event the rock wall requires maintenance or repair, it shall be at the equal expense of the Owners of Lots 1-4.

4.13 Service Facilities. Service facilities (garbage containers, fuel tanks, clotheslines, etc.) shall be screened so that such facilities are not visible at any time from the street or a neighboring property. All telephone, electrical, cable television, and other utility installations shall be placed underground in conformance with applicable law.

4.14 Antennas and Satellite Dishes. Except as otherwise provided by law or this section, no exterior antennas, satellite dishes, microwave, aerial, tower, or other devices for the transmission or reception of television, radio, or other forms of sound or electromagnetic radiation shall be erected, constructed, or placed on any Lot. With prior written consent from the ARC, exterior satellite dishes or antennas with a surface diameter of one meter or less and antennas designed to receive television broadcast signals only may be placed on any Lot if they are not visible from the street and are screened from neighboring Lots. The ARC may adopt reasonable rules and regulations governing the installation, safety, placement, and screening of such antennas, satellite dishes, and other transmission devices. Such rules shall not unreasonably delay or increase the cost of installation, maintenance, or use or preclude reception of a signal of acceptable quality. (The ARC, in its sole discretion, may determine what constitutes a signal of acceptable quality.) Such rules may prohibit installation of exterior satellite dishes or antennas if signals of acceptable quality can be received by placing antennas inside a Home without causing an unreasonable delay or cost increase.

4.15 Exterior Lighting or Noise-Making Devices. Except with the consent of the ARC, no noise-making devices, other than security and fire alarms, shall be installed or maintained on any Lot. All exterior lighting shall be hooded, shielded, and pointed downward.

4.16 Grades, Slopes, and Drainage. There shall be no interference with the established drainage patterns or systems over or through any Lot so as to affect any other Lot or Common Area or any real property outside LOG CABIN PUD unless adequate alternative provision is made for proper drainage and is approved by the ARC. The term *established drainage* shall mean the drainage swales, conduits, inlets, and outlets designed and constructed pursuant to the Stormwater Management Plan, on file with the ARC.

4.17 Tree-Cutting Restrictions. No trees identified on the Planting Plan attached hereto as Exhibit "B" shall be removed from Tract A, nor from the Planting Strips for Street Trees on Rocky Road, except in the event they should become safety hazards, as determined by a qualified arborist, or interfere with public utilities as determined by the City of Hood River. No other tree the diameter of which is six inches or more may be removed from any Lot without the prior approval of the ARC unless it is diseased or poses an immediate danger to persons or property and a qualified arborist determines that there is no remedy available to retain said tree.

4.18 Landscaping. All landscaping on any Lot shall be maintained and cared for by the Owner of such Lot. Weeds and diseased or dead lawn, tree, groundcover, or shrubs shall be removed and replaced. Lawns shall be neatly mowed and trees and shrubs shall be neatly trimmed. All landscaping shall be irrigated in a horticulturally proper manner, subject to water

use restrictions or moratoria by government bodies or agencies.

4.19 Damage or Destruction to Home and/or Lot. If all or any portion of a Lot or Home is damaged by fire or other casualty, the Owner shall either (a) restore the damaged improvements or (b) remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration proceeding under (a) above must be performed so that the improvements are in substantially the same condition in which they existed before the damage, unless the owner complies with the provisions of Article 6. The Owner must commence such work within 60 days after the damage occurs and must complete the work within nine months thereafter.

4.20 Ordinances and Regulations. The standards and restrictions set forth in this Article 4 shall be the minimum required. To the extent that local governmental ordinances and regulations are more restrictive or provide for a higher or different standard, such local governmental ordinances and regulations shall prevail.

4.21 Declarant Exemptions. Declarant shall be exempt from the application of Section 4.10.

ARTICLE 5 COMMON AREA, COMMONLY MAINTAINED PROPERTY, ROAD MAINTENANCE

5.1 Use of Common Areas. There shall be no obstruction of any part of the Common Area or Commonly Maintained Property. Nothing shall be stored or kept in the Common Area or Commonly Maintained Property. The Common Area consists solely of Tract A. The Commonly Maintained Property consists of the private drainage and stormwater facilities as well as open space vegetation located on Tract A, identified on the attached Planting Plan (Exhibit "B").

5.2 Maintenance of Common Area, Commonly Maintained Property. The Owners shall be responsible for maintenance, repair, replacement, and upkeep of the Common Area, at the equal expense of the Owners of Lots 1-4. The Owners of Lots 1-4 shall be responsible for irrigation and maintenance of the Commonly Maintained Property, at the equal expense of Lots 1-4. The water meter located on Lot 1 will reflect water usage for irrigating Tract A. The Owner of Lot 1 shall remit the water bill for the irrigation of Tract A to the ARC for assessment and pro-rata reimbursement pursuant to Section 6.10.

5.3 Road Maintenance. Log Cabin Lane is a variable-width private right of way and loop driveway serving Lots 1-4, as depicted on the Plat, to be used in common by all Owners of Property within the subdivision. All costs for repairs, maintenance, snow removal, grading, rocking, sign and post repair or replacement, drainage cleaning/clearing, and right-of-way clearing/brushing/spraying of Log Cabin Lane shall be shared equally by the Owners of Lots 1-4. Repairs and maintenance shall be made at the discretion of the ARC. The Owners shall at all times use said roadway in a reasonable manner so as to not interfere with the use and enjoyment thereof by other Owners or their invitees.

5.4 Street Trees. Declarant has planted 5, 2" minimum caliper deciduous trees within the Planting Strips abutting Rocky Road, North of the PUD boundary, and bonded for the cost of replanting and maintaining the Street Trees for a period of two years after planting. These

Street Trees shall not be removed, and in the event that they are damaged or destroyed, Declarant shall be immediately notified for purposes of replanting. Reasonable costs incurred in connection with effecting such replanting shall become a special assessment on the Lot and against the Owner who caused or is responsible for the damaged or destroyed tree(s).

5.5 Stormwater Facility. Declarant constructed a privately-owned and maintained stormwater facility in Tract A. The Owners of Lots 1-4 are responsible for maintenance, irrigation and repair of this stormwater facility in accordance with the Stormwater Facility Operations and Maintenance Manual attached hereto as Exhibit "C." All costs for maintenance, irrigation and repairs shall be shared equally by the Owners of Lots 1-4. Declarant and Owners give the City and its authorized agents and employees the right, but not the obligation, of immediate entry to maintain access to the private stormwater facility to inspect, repair, or maintain the private stormwater facility in the event the person(s) responsible (i.e. owner/developer/their successors or assigns) fail to operate, maintain, and repair the private stormwater facility in a timely manner, as required. If upon inspection by the City, the private stormwater facility is not being properly operated, maintained, or repaired, the City shall make the necessary repairs and all expenses for those repairs or maintenance shall be paid by the person(s) responsible. The City is under no obligation to maintain or repair private stormwater facilities.

5.6 Condemnation of Common Area. If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain, or by purchase in lieu of eminent domain, the Declarant shall receive and expend the entire award in a manner that, in the Declarant's discretion, is in the best interest of the Property and the Owners. The Declarant shall represent the interest of all Owners in any negotiations, suit, action, or settlement in connection with such matters.

5.7 Damage or Destruction of Common Area. If all or any portion of the Common Area is damaged or destroyed by an Owner or any of Owner's guests, occupants, tenants, licensees, agents, or members of Owner's family in a manner that would subject such Owner to liability for such damage under Oregon law, such Owner hereby authorizes the ARC to repair such damage. The ARC shall repair the damage and restore the area in a workmanlike manner as originally constituted or as may be modified or altered subsequently by the ARC in the discretion of the ARC. Reasonable costs incurred in connection with effecting such repairs shall become a special assessment on the Lot and against the Owner who caused or is responsible for such damage.

ARTICLE 6

ARCHITECTURAL REVIEW AND GOVERNANCE COMMITTEE

6.1 Architectural Review. No improvement shall be commenced, erected, placed, or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. This Article's purpose is to assure quality of workmanship and materials and harmony between exterior design and the existing improvements and landscaping and as to location with respect to topography and finished grade elevations. The ARC shall not be responsible for determining compliance with structural and building codes, zoning codes, or other governmental regulations, all of which are the applicant's responsibility. The procedure and specific requirements for ARC approval or consent may be set forth in design guidelines and standards adopted from time to time by the ARC. The provisions of this Article shall apply in all instances in which this Declaration requires the ARC's consent.

6.2 ARC Decision. The ARC shall use all reasonable efforts to render its decision on an application for approval of the design and construction of an improvement or any other proposal submitted to it for approval or consent within 15 business days after its receipt of a complete written applications together with all materials required with respect to such application. If the ARC fails to render approval, conditional approval or disapproval of such applications within 30 business days after receipt of a complete application or request an extension, the application shall be deemed approved. The ARC shall be entitled to request one or more extensions of time, not to exceed 45 business days. In the event of such extension requests, if the ARC does not render a decision within 15 days after the expiration of the extension(s), the application shall be deemed approved. Provided, however, the applicant may agree to further extensions to allow the applicant to complete or supplement the application.

6.3 ARC Discretion. The ARC, at its sole discretion, may withhold consent to any proposed design, improvement or proposal submitted to it if the ARC finds the proposal would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for the subdivision. Consideration of siting, shape, size, color, design, height, solar access, impairment of the view from other Lots within the subdivision, disturbance of existing terrain and vegetation, effect on enjoyment of other Lots, and other factors which the ARC reasonably believes to be relevant, may be taken into account in determining whether or not to approve, conditionally approve, or deny a proposal.

6.4 Appointment of Architectural and Governance Committee; Turnover. Until the earlier to occur of (a) six months following the conveyance of the last Lot owned by Declarant to a third party or (b) notification by Declarant to the Owners of Declarant's determination to relinquish control of the ARC (the "Turnover Date"), the Architectural and Governance Committee shall consist of one to three persons (who need not be Owners), appointed from time to time by Declarant. Thereafter, the ARC shall consist of three members elected by the Owners in accordance with section 6.8. Prior to the Turnover Date, Declarant shall have the right to remove or replace any member of the ARC at any time.

6.5 Election by Owners.

6.5.1 The first meeting of Owners to elect members of the ARC shall occur not less than 30 days after the Turnover Date. At such meeting, the Owners shall elect three Owners to serve as members of the ARC. At such time, the members of the ARC appointed by Declarant shall resign.

6.5.2 Subsequent meetings of the Owners shall occur on an annual basis during the month in which the initial meeting of Owners occurred, unless another annual date is agreed upon by the ARC. The purpose of the meetings shall be to determine annual repair and maintenance needs of Common Areas and Commonly Maintained Improvements, approve associated contracts including stormwater facilities inspection and maintenance, landscaping and snow removal, and to authorize assessments for the costs, in addition to any other business that may come before the ARC. The ARC shall give at least seven calendar days' notice of each such annual meeting. All meetings of Owners shall take place at a location in Hood River County, Oregon, specified in the notice. Notice of any meeting may be waived by any Owner at any time. No Owner who is present at a meeting may object to the adequacy of the notice given.

6.5.3 An Owner may give proxy to any other Owner, so long as the proxy is in writing and signed and dated by such Owner. A proxy shall expire on the earlier to occur of (i) 11 months after the date of the proxy, or (ii) the date of sale of such Owner's Lot by such Owner. There shall be no quorum requirements with respect to meetings of the Owners. Each owner shall have one vote for each Lot owned by such Owner. If there is more than one Owner of any Lot, such owners together shall be considered a single Owner with respect to such Lot. Voting for members of the ARC shall be conducted on an at-large basis.

6.5.4 Except as provided in section 6.7, all members of the ARC shall serve two-year terms. Any member may serve more than one term. In the event a member dies, resigns, or ceases to be an Owner of a Lot, the resulting vacancy shall be filled by designation of the ARC. The member so selected shall serve the remainder of the replaced member's term.

6.6 Majority Action. A majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting, provided that all members of the ARC have been delivered prior notice of the proposed action. The ARC may render its decision only by written instrument setting forth the action taken by its members consenting thereto.

6.7 Nonwaiver. Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

6.8 Effective Period of Consent. The ARC's consent to any proposal shall automatically be revoked one year after issuance unless construction of the project has been commenced or the Owner has applied for and received an extension of time from the ARC.

6.9 Liability. Neither Declarant, the ARC nor any member thereof, shall be liable to anyone submitting plans to them for approval or to any Owner or Occupant by reason of mistake in judgment, negligence, or disapproval or failure to approve plans. Every person who submits plans to the ARC for approval agrees by submission of such plans and every Owner by acquiring title to their Lot or interest therein, agrees that they will not bring any action or suit against Declarant, the ARC, or any member thereof to recover damages of any nature. The ARC's review and approval or disapproval of plans and specifications shall not be relied upon by the applicant 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 residences in the subdivision. The scope of the ARC's review is not intended to include any review or analysis of structural, geophysical, engineering, or other similar considerations nor of any compliance with applicable building codes, rules, laws and ordinances

6.10 Collection of Costs for Maintenance, Repair and Insurance of Common Areas, Commonly Maintained Property and Streets, and Tract A Taxes. The Declarant hereby covenants for all of the Property in LOG CABIN PUD, that each Owner and each vendee of any Lot, whether or not it shall be so expressed in any deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the ARC (1) regular annual or periodic assessments or charges as established by the ARC for maintenance, repair and property and liability insurance for all Common Areas, Commonly Maintained Property, Log Cabin Lane, including snow removal, and a pro-rata share of the ad valorem real property taxes levied by the County for Tract A; and (2) special assessments for capital improvements, such assessments to 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 against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the Owner of such property at the time such assessment became due. The obligation shall remain a lien upon the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

ARTICLE 7
ENFORCEMENT, AMENDMENT, GENERAL PROVISIONS

7.1 Enforcement; Attorney Fees. These covenants, conditions and restrictions may be enforced by the ARC, the City of Hood River at its sole discretion, or the Owner of any Lot within the subdivision by any proceeding at law or in equity. Failure by the ARC or any Owner to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. In the event any suit or action is instituted to enforce these covenants, conditions and restrictions, or any of them, the prevailing party in such suit or action shall recover its costs, disbursements, and reasonable attorney fees incurred, therein, at trial or on any appeal therefrom.

7.2 Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

7.3 Duration. These covenants, conditions and restrictions shall run with the land and shall continue to remain in full force and effect at all times with respect to the Property, and each part thereof, now or hereafter made subject thereto (subject, however, to the right amend as provided in Section 7.4) in perpetuity.

7.4 Amendment. This Declaration or any provision hereof, or any covenant, condition or restriction contained herein, may be modified or amended, as to the whole of the Property or any part thereof with the written consent of the Owners of seventy-five percent (75%) of the Lots subject to this Declaration, provided such amendment shall not become effective until recorded in the Official Records of Hood River County, Oregon. Notwithstanding the foregoing, any modification or amendment pertaining to maintenance and repair of the Stormwater Facility addressed in Article 5.5 shall require prior approval of the Hood River City Council.

7.5 Covenants Run with the Land. This Declaration shall run with the land and shall be binding upon and inure to the benefit of the Declarant and the Owners of the Property and their respective successors and assigns

7.6 Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest.

7.7 Lessees and Other Invitees. Lessees, invitees, contractors, family members, and other persons, excluding the general public, entering Log Cabin Planned Unit Development under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement, or enjoyment of such


Owner's Lot and other areas within the subdivision. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

7.8 Nonwaiver. Failure by the Declarant, the ARC or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.9 Number and Captions. As used herein, the singular shall include the plural and the plural the singular, and the neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

IN WITNESS WHEREOF, Declarant has executed this instrument this 15th day of July, 2019.


LEGACY DEVELOPMENT GROUP, INC.

By: 
Cameron Curtis, President

STATE OF OREGON)
) ss.
County of Hood River)

This instrument was acknowledged before me on July 15th, 2019, by Cameron Curtis, President, Legacy Development Group, Inc.




Notary Public for Oregon
My commission expires: 01/07/2020

THE LOG CABIN SUBDIVISION
 PLANNED UNIT DEVELOPMENT
 FOR
 LEGACY DEVELOPMENT GROUP, INC., AN OREGON CORPORATION

Log Cabin PUD CC&Rs EXHIBIT "A"

LOCATION OF SURVEY:
 TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER
 OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 10 EAST,
 WELLMETTE MERIDIAN, THE CITY OF HOOD RIVER,
 HOOD RIVER COUNTY, OREGON

FOUND HOOD RIVER COUNTY SURVEY MONUMENTS AT THE NW CORNER OF THE NE 1/4 OF SECTION 34.
 FOUND A 5.07" IRON ROD, L.S.1815 MONUMENTING THE NORTHWEST CORNER OF LOT 15 OF ORIGINAL L.F. HENDERSON (C.S.2007079).

FOUND A 5.07" IRON ROD, L.S.1815 MONUMENTING THE NORTHWEST CORNER OF LOT 15 OF ORIGINAL L.F. HENDERSON (C.S.2007079).

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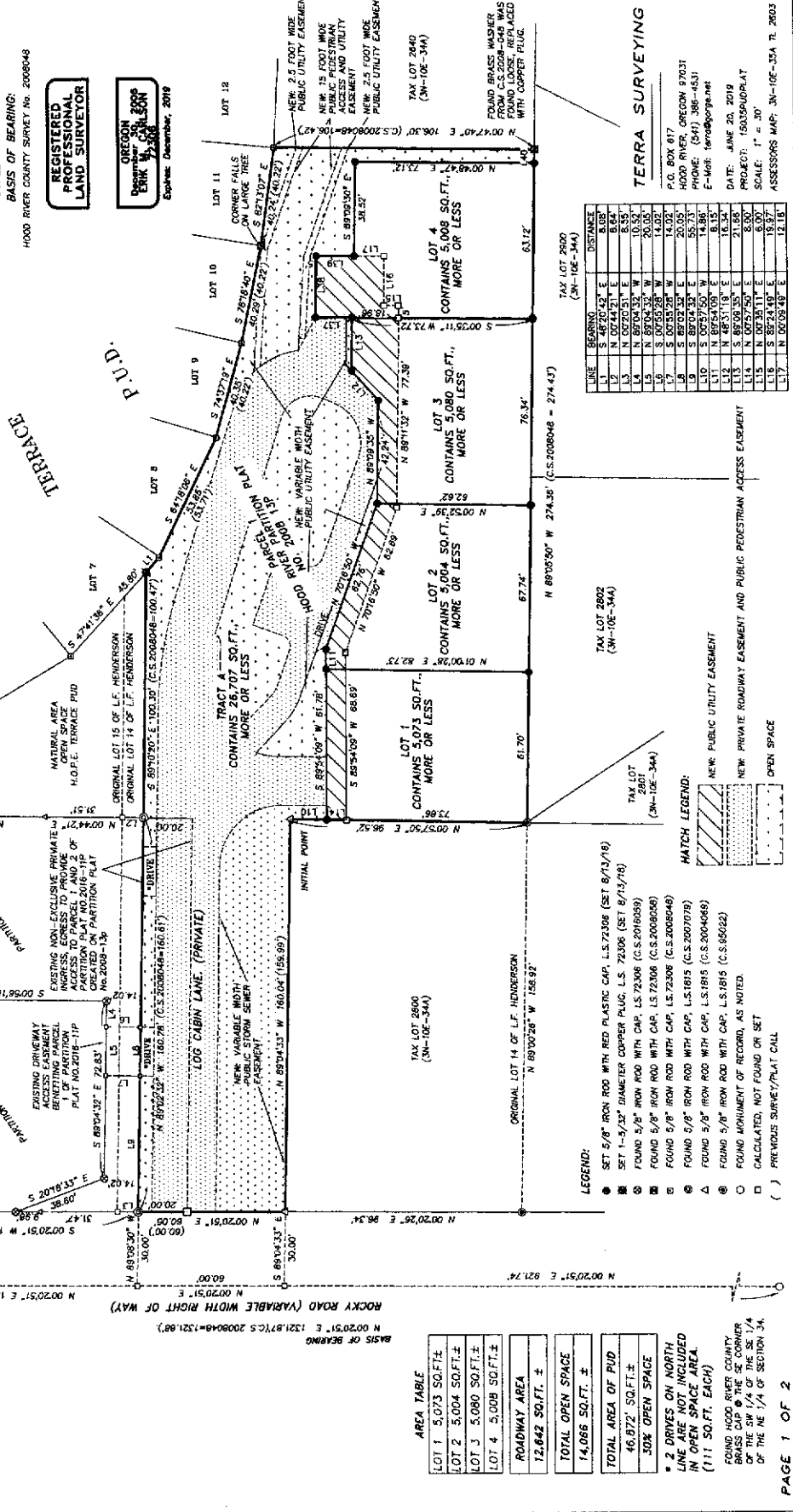
FOUND A 5.07" IRON ROD, L.S.1815 MONUMENTING THE NORTHWEST CORNER OF LOT 15 OF ORIGINAL L.F. HENDERSON (C.S.2007079).

FOUND A 5.07" IRON ROD, L.S.1815 MONUMENTING THE NORTHWEST CORNER OF LOT 15 OF ORIGINAL L.F. HENDERSON (C.S.2007079).



SCALE: 1" = 30'
 BASIS OF BEARING:
 HOOD RIVER COUNTY SURVEY NO. 2008043

REGISTERED PROFESSIONAL LAND SURVEYOR
 TERRA SURVEYING
 1500 N. HOOD RIVER
 HOOD RIVER, OREGON 97113
 EXPIRES: DECEMBER, 2018



AREA TABLE

LOT 1	5,073 SQ.FT.
LOT 2	5,004 SQ.FT. ±
LOT 3	5,080 SQ.FT. ±
LOT 4	5,008 SQ.FT. ±
ROADWAY AREA	12,642 SQ.FT. ±
TOTAL OPEN SPACE	14,066 SQ.FT. ±
TOTAL AREA OF PUD	46,872 SQ.FT. ±
30% OPEN SPACE	14,061 SQ.FT. ±

* 2 DRIVES ON NORTH LINE ARE NOT INCLUDED IN OPEN SPACE AREA (111 SQ.FT. EACH)

FOUND HOOD RIVER COUNTY SURVEY MONUMENTS AT THE SW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 34.

FOUND HOOD RIVER COUNTY SURVEY MONUMENTS AT THE SW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 34.

FOUND HOOD RIVER COUNTY SURVEY MONUMENTS AT THE SW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 34.

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FOUND HOOD RIVER COUNTY SURVEY MONUMENTS AT THE SW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 34.

HOOD RIVER COUNTY SURVEYOR'S OFFICE

CS#	
DATE FILED:	
BY:	

TERRA SURVEYING

LINE	BEARING	DISTANCE
1	N 00°44'47" E	8.94
2	N 00°44'47" E	8.94
3	N 00°44'47" E	8.94
4	N 00°44'47" E	8.94
5	N 00°44'47" E	8.94
6	N 00°44'47" E	8.94
7	N 00°44'47" E	8.94
8	N 00°44'47" E	8.94
9	N 00°44'47" E	8.94
10	N 00°44'47" E	8.94
11	N 00°44'47" E	8.94
12	N 00°44'47" E	8.94
13	N 00°44'47" E	8.94
14	N 00°44'47" E	8.94
15	N 00°44'47" E	8.94
16	N 00°44'47" E	8.94
17	N 00°44'47" E	8.94

NEW: PUBLIC UTILITY EASEMENT
 NEW: PRIVATE ROADWAY EASEMENT AND PUBLIC PEDESTRIAN ACCESS EASEMENT
 OPEN SPACE

LEGEND:
 ● SET 5/8" IRON ROD WITH RED PLASTIC CAP, L.S.72306 (SET 8/13/16)
 ○ SET 1-3/32" DIAMETER COPPER PLUG, L.S. 72306 (SET 8/13/16)
 ⊙ FOUND 5/8" IRON ROD WITH CAP, L.S.72306 (C.S.2016039)
 ⊙ FOUND 5/8" IRON ROD WITH CAP, L.S.72306 (C.S.2008058)
 ⊙ FOUND 5/8" IRON ROD WITH CAP, L.S.72306 (C.S.2008048)
 ⊙ FOUND 5/8" IRON ROD WITH CAP, L.S.1815 (C.S.2007079)
 ⊙ FOUND 5/8" IRON ROD WITH CAP, L.S.1815 (C.S.2004088)
 ⊙ FOUND 5/8" IRON ROD WITH CAP, L.S.1815 (C.S.180422)
 ○ FOUND MONUMENT OF RECORD, AS NOTED.
 □ CALCULATED, NOT FOUND OR SET
 () PREVIOUS SURVEY/PLAT CALL

FOUND HOOD RIVER COUNTY SURVEY MONUMENTS AT THE SW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 34.

FOUND HOOD RIVER COUNTY SURVEY MONUMENTS AT THE SW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 34.

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FOUND HOOD RIVER COUNTY SURVEY MONUMENTS AT THE SW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 34.

OWNER:
LEGACY DEVELOPMENT GROUP, INC.
P.O. BOX 4
HOOD RIVER, OREGON
97031

HOOD RIVER COUNTY
SURVEYOR'S OFFICE
CS# _____
DATE FILED: _____
BY: _____

TERRA SURVEYING
THE LOG CABIN SUBDIVISION
A
PLANNED UNIT DEVELOPMENT
FOR
LEGACY DEVELOPMENT GROUP, INC., AN OREGON CORPORATION
PAGE 2 OF 2
LOCATION OF SURVEY:
TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH,
RANGE 10 EAST, WILAMETTE MERIDIAN, THE CITY OF HOOD RIVER, HOOD RIVER COUNTY, OREGON

RECORDING INFORMATION:
PLAT NUMBER: _____
INSTRUMENT RECEIVED ON THE _____ DAY
OF _____ 2019 AT _____ M.

HOOD RIVER COUNTY CLERK
ERIK M. CARLSON
PLS 72308
Expire: December, 2019

ACKNOWLEDGMENT:
ON THIS _____ DAY OF _____, 2019, BEFORE ME A NOTARY PUBLIC
FOR THE STATE OF OREGON, PERSONALLY APPEARED
PRESIDENT OF LEGACY DEVELOPMENT GROUP, INC. SAID THAT HE DID
ACKNOWLEDGE THIS INSTRUMENT OF HIS FREE AND VOLUNTARY ACT.

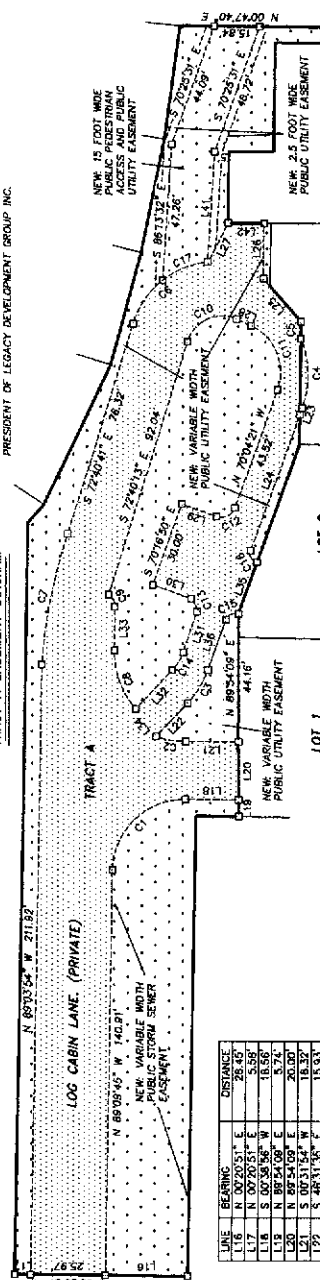
SIGNATURE _____
PRINTED NAME: _____
NOTARY PUBLIC FOR THE STATE OF OREGON
COUNTY OF _____
COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

DECLARATION AND DEDICATION:
OWNER OF THE LAND SHOWN ON THE PLAT
DESCRIBED IN THE SURVEYOR'S CERTIFICATE DOES HEREBY MAKE, ESTABLISH &
LAD OUT AS THE LOG CABIN SUBDIVISION AND CAUSED THE SUBDIVISION TO BE
PREPARED IN ACCORDANCE WITH THE PROVISIONS OF ORS 92. HEREBY DEDICATE
TO THE PUBLIC A PUBLIC UTILITY EASEMENT AS SHOWN FROM SEWER
EASEMENT TO PUBLIC UTILITY EASEMENT AS SHOWN FROM SEWER
ACCESS EASEMENT FOR LOG CABIN LANE SHOWN ON SUCH PLAT.

SURVEYOR'S CERTIFICATE:
I, TERRA SURVEYING, A CORPORATION UNDER THE LAWS OF THE STATE OF OREGON, BEING FIRST DAY
SHOWN, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED THE PROPERTY DESCRIBED IN THE
LEGAL DESCRIPTION AND MARKED WITH LEGAL MONUMENTS THE LAND REFERRED TO IN THE
"THE LOG CABIN SUBDIVISION" HOOD RIVER COUNTY, STATE OF OREGON, SAID LAND IS DESCRIBED
MORE PARTICULARLY AS FOLLOWS:
PARCEL 1 OF PARTITION PLAT NO. 2008-15P AS RECORDED IN HOOD RIVER RECORDS ON JUNE 24TH
2008.
INITIAL POINT IS A 5/8" IRON ROD, L.S. 1815 FOUND AT THE INTERIOR CORNER OF PARCEL 1 OF
PARTITION PLAT 2008-15P AS SHOWN ON THE FACE OF THE PLAT.

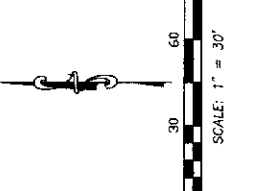
ERIK M. CARLSON PLS 72308
REFERENCES:
PLAT MAP OF THE LAND OF L. F. HENDERSON, DATED JULY 1806
C.S. NO. 87022, SURVEY FOR GENERAL BY L.S. 1815, FILED MAY 7, 1887
C.S. NO. 93108, PARTITION PLAT NO. 9336 FOR GERDE BY L.S. 1026, FILED DECEMBER 22, 1883
C.S. NO. 93108, PARTITION PLAT NO. 9336 FOR GERDE BY L.S. 1026, FILED DECEMBER 22, 1883
C.S. NO. 98022, PARTITION PLAT NO. 98022 FOR THOMPSON BY L.S. 2383, FILED APRIL 8, 1888
C.S. NO. 97057, PARTITION PLAT NO. 97178 FOR GERDE BY L.S. 1026, FILED SEPTEMBER 24, 1887
C.S. NO. 3004089, P.L.A. SURVEY FOR MAUI MEYER BY L.S. 1815, FILED OCT. 29, 2004
C.S. NO. 2007078, P.L.A. SURVEY FOR H.O.P.E. BY L.S. 1815, FILED AUGUST 6, 2007
C.S. NO. 2008015, P.L.A. SURVEY FOR H.O.P.E. BY L.S. 72306, FILED JULY 1, 2008 LIST 26, 2008
C.S. NO. 2008048, PARTITION PLAT NO. 2008048 FOR JOSE BY L.S. 72306, FILED JULY 1, 2008 LIST 26, 2008
C.S. NO. 2018059, PARTITION PLAT NO. 201811P FOR LEAVITT BY L.S. 72306, FILED SEPT 8, 2018

EXISTING EASEMENTS (AMERITILE JUNE 6, 2018 SORT#241985AM):
BOOK 43, PAGE 328, PRIVATE EASEMENT GRANTED TO PACIFIC POWER &
LIGHT COMPANY FOR THE PURPOSE OF POWER DISTRIBUTION, POWER HAS
BEEN ABANDONED AND THIS EASEMENT IS HEREBY REVOKED.
BOOK 48, PAGE 473, PRIVATE EASEMENT GRANTED TO DONALD E. PAYNE
FOR THE PURPOSE OF 2" UNDERGROUND WATER DISTRIBUTION FROM
FRANKTON WATER COMPANY. THE SPECIFIC LOCATION IS NOT GIVEN.



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	BEARING ANGLE
C1	30.00	10.37	S 89°19'45" W	10.51	115°53'52"
C2	30.00	10.37	S 89°19'45" W	10.51	115°53'52"
C3	32.50	13.47	S 50°24'12" E	13.38	62°45'14"
C4	32.50	24.38	S 88°58'06" W	23.81	42°58'22"
C5	6.32	6.07	N 89°09'30" W	5.81	55°01'31"
C6	14.50	14.50	S 89°09'30" W	14.50	147°58'48"
C7	33.33	44.31	S 28°40'43" E	44.10	147°58'48"
C8	30.00	22.05	N 88°46'31" E	21.55	42°58'12"
C9	5.00	4.90	S 82°45'36" W	4.70	58°07'21"
C10	12.50	21.14	N 24°13'06" W	18.71	95°54'15"
C11	17.67	26.27	N 87°20'41" E	23.97	85°09'56"
C12	5.00	2.80	N 89°09'30" W	2.80	89°09'30"
C13	5.00	2.80	N 89°09'30" W	2.80	89°09'30"
C14	15.62	7.27	S 86°24'12" E	7.00	28°40'44"
C15	3.53	5.30	S 24°21'52" E	4.82	86°01'25"
C16	3.00	5.14	N 21°54'07" E	4.92	98°00'07"
C17	30.48	16.98	N 21°54'07" E	16.76	31°54'52"

LINE	BEARING	DISTANCE
L16	N 00°20'51" E	28.45
L17	N 00°20'51" E	5.89
L18	N 89°24'08" E	15.76
L19	N 89°24'08" E	15.76
L20	N 89°24'08" E	20.00
L21	N 00°31'54" W	18.32
L22	S 48°31'36" E	15.93
L23	S 70°11'15" E	3.39
L24	S 48°31'36" E	15.93
L25	S 48°31'36" E	18.80
L26	S 89°10'00" E	18.10
L27	N 61°08'12" W	15.22
L28	N 24°10'02" E	5.45
L29	S 10°43'10" W	11.19
L30	S 10°43'10" W	11.19
L31	S 70°53'47" E	13.59
L32	S 48°31'36" E	18.42
L33	S 69°10'23" E	14.99
L34	S 20°08'30" E	13.77
L35	N 70°11'15" W	18.48
L36	N 70°11'15" W	18.48
L37	S 69°10'00" E	14.83
L38	S 69°10'00" E	24.77
L39	S 00°09'49" W	13.50
L40	S 69°10'00" E	33.30
L41	S 00°35'11" W	12.50
L42	S 00°35'11" W	12.50



TRACT A EASEMENT DIAGRAM
LOG CABIN LANE (PRIVATE)
NEW VARIABLE WIDTH PUBLIC UTILITY EASEMENT
NEW VARIABLE WIDTH PUBLIC UTILITY EASEMENT
NEW 2.5 FOOT WIDE PUBLIC UTILITY EASEMENT
NEW 2.5 FOOT WIDE PUBLIC UTILITY EASEMENT
TERRA SURVEYING
P.O. BOX 617
HOOD RIVER, OREGON 97031
PHONE: (541) 388-4837
E-Mail: terra@terra.net
DATE: JUNE 20, 2019
PROJECT: 150300PLAT1
SCALE: 1" = 30'
ASSESSORS MAP: 3N-10E-35A T. 2603

APPROVALS:
THE PLAT OF "THE LOG CABIN SUBDIVISION"
WAS EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____, 20____.

HOOD RIVER COUNTY SURVEYOR _____
THE PLAT OF "THE LOG CABIN SUBDIVISION"
WAS EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____, 20____.

CITY OF HOOD RIVER DIRECTOR OF PUBLIC WORKS _____
THE PLAT OF "THE LOG CABIN SUBDIVISION"
WAS EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____, 20____.

CITY OF HOOD RIVER RECORDER _____
THE PLAT OF "THE LOG CABIN SUBDIVISION"
WAS EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____, 20____.

CITY OF HOOD RIVER PLANNING DIRECTOR _____
THE PLAT OF "THE LOG CABIN SUBDIVISION"
WAS EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____, 20____.

CITY OF HOOD RIVER MAYOR _____
THE PLAT OF "THE LOG CABIN SUBDIVISION"
WAS EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____, 20____.

CHAIRPERSON HOOD RIVER COUNTY COMMISSIONERS _____
THE PLAT OF "THE LOG CABIN SUBDIVISION"
WAS EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____, 20____.

HOOD RIVER COUNTY COMMISSIONER _____
THE PLAT OF "THE LOG CABIN SUBDIVISION"
WAS EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____, 20____.

NARRATIVE:
THE PURPOSE OF THIS SURVEY WAS TO PLAT TAX
LOT 2603 THIS SUBDIVISION WILL BE CREATING 4
LOTS AND 1 TRACT. THE PROPERTY IS DESCRIBED
(2008-15P). TERRA HAS SURVEYED THIS PROPERTY IN
THE PAST. THE PERMETER MONUMENTS WERE
OBSERVED AND FOUND TO BE IN ACCORDANCE WITH THE
SOUTHEASTERN CORNER ORIGINALLY SET ON
2008-15P. THIS SUREW AND BRASS WASHER WAS
PROPERTY TO THE NORTH WAS SURVEYED ON THE
HOPE TERRACE PLD, WHICH IS FILED AS C.S. 2008089.
MONUMENTS FROM C.S. 2008048 WERE RECOVERED ON
SUBDIVISION IS TWO BRASS CAP MONUMENTS
RECOVERED ON THE 1/16TH LINE WHICH IS FOUND IN
THE CENTERLINE OF ROCKY ROAD

COVENANTS AND RESTRICTIONS:
THE REGULATION OF FOREMAN'S CONDITIONS AND RESTRICTIONS FOR "THE LOG
CABIN SUBDIVISION PLAT" TO BE FILED UNDER SEPARATE DOCUMENTS AS
RECORDED'S FILE NO. _____, HOOD RIVER COUNTY DEED RECORDS.

APPROVALS:
THE DIRECTOR OF RECORDS AND ASSESSMENTS, AND THE DIRECTOR OF BUDGET AND
FINANCE, HOOD RIVER COUNTY, OREGON,
HEREBY CERTIFY THAT WE HAVE EXAMINED THE PLAT OF "THE LOG CABIN
SUBDIVISION" IN THE COUNTY OF HOOD RIVER AND THAT THE NAME ADOPTED FOR
SAID PLAT IS A PROPER NAME AND NOT INCLUDED IN ANY OTHER SUBDIVISION IN
THE COUNTY OF HOOD RIVER. WE HEREBY APPROVE SAID PLAT.
HOOD RIVER COUNTY DIRECTOR OF BUDGET AND FINANCE, TREASURER/TAX COLLECTOR
HOOD RIVER COUNTY DIRECTOR OF RECORDS AND ASSESSMENTS

CONSENT AFFIDAVIT
A CONSENT AFFIDAVIT FROM ANDY VON FLOWEN AS TRUST DEED BENEFICIARY, PER
DEED NO. 15070334MS, RECORDED ON NOVEMBER 14, 2017 HAS BEEN EXECUTED
AND RECORDED IN HOOD RIVER COUNTY DEED RECORDS ON JUNE 17, 2019 ON INSTRUMENT 150300PLAT1
OFFICIAL RECORDS.

Stormwater Operations and Maintenance Plan Log Cabin Subdivision

June 2019

Prepared by : Ken Valentine, PE
Project Engineer
Harper Houf Peterson Righellis Inc.
205 SE Spokane Street, Suite 200
Portland, OR 97202

Log Cabin PUD CC&Rs EXHIBIT "C"

Introduction:

This Operations and Maintenance manual is provided as a guidance for the Log Cabin Subdivision (LCS) home owners to maintain the stormwater Facilities on the site. This manual is considered the minimal effort required for maintenance and additional maintenance items may be required at the discretion of the homeowners and or the City of Hood River for the safety of the residents and proper function of the facilities. The City of Hood River has a right - but not an obligation – to enter into the LCS stormwater easement for needed maintenance or repairs and that any costs incurred by the City during such an event would become the responsibility of the homeowners and that the City would seek reimbursement for these costs. The City will agree to contact the association according to a time duration that best fits the needs of the situation – the contact person should be clearly identified with a list of alternate contacts in the event that the primary contact is not able to reply. This document should be recorded with the Log Cabin Subdivision Declarations of Covenants, conditions and restrictions.

Cost Responsibility:

All homeowners within the LCS will share the costs for maintaining and operating the stormwater system on the site as stated in the Declarations of Covenants, conditions and restrictions for the Log Cabin subdivision.

Stormwater Management System:

The LCS stormwater system includes a series of storm pipes, catch basins, manholes, water quality swale and detention facility. The system works by capturing stormwater from the roofs and other impervious surfaces and directing it to a water quality swale and detention pond area. The stormwater daylight to the swale. The stormwater is released from the pond through an outlet control structure fitted with an orifice on a metal plate. The orifice allows stormwater to be released from the site at a rate similar to the pre-developed condition. The stormwater is released into a public storm pipe within Rocky Road.

The onsite stormwater system consists of the following features and appurtenances:

- 3 manholes
- 1 catch basin
- 228 linear feet of 12-inch PVC pipe
- 100 linear feet of 4-inch PVC pipe
- 4 cleanouts
- 100 linear feet of fence
- 100 linear feet of water quality swale
- 4000 square foot detention basin
- Associated landscaping

Operations and Maintenance Plan:

The following section describes the minimum requirements for the operation and maintenance of the stormwater facility. The inspector should carry the following sheets and provide comments on the condition and findings. The entire system should be inspected annually and after every large storm event.

CAUTION! NO ONE SHOULD ENTER MANHOLES OR OTHER CONFINED STRUCTURES DUE TO RISK OF DEATH. SEE THE UNITED STATE DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARD 1910.

Detention Basin
Detention basins are constructed ponds with temporary storage for the detention of large storm events. The stormwater is stored and released slowly over a matter of hours.
Inspections All facility components and vegetation shall be inspected for proper operations and structural stability. These inspections shall occur, at a minimum, quarterly for the first two years from the date of installation, and two times <i>per year thereafter</i> . It is recommended that a visual inspection be made within 48 hours after each major storm event to ensure proper function. The facility owner must keep a log, recording all inspection dates, observations, and maintenance activities. The following items shall be inspected and maintained as stated: Date: ____/____/____ Inspector's Name: _____
Inlet shall ensure unrestricted stormwater flow to the detention basin. <ul style="list-style-type: none"><input type="checkbox"/> Inlet pipe shall be kept clear at all times. Sources of sediment and debris shall be identified and corrected.<input type="checkbox"/> Determine if pipe is in good condition:<input type="checkbox"/> If more than 4 inches of settlement, add fill material and compact soils.<input type="checkbox"/> If alignment is faulty, correct alignment. Inspection Comments: _____
Swale shall ensure unrestricted stormwater flow to the detention basin. A minimum 1-foot freeboard shall be maintained. <ul style="list-style-type: none"><input type="checkbox"/> Sediment exceeding 3 inches in depth, or so thick as to damage or kill vegetation, shall be removed.<input type="checkbox"/> Sediment accumulation shall be hand-removed with minimum damage to vegetation using proper erosion control measures. Inspection Comments: _____

Embankment, dikes, berms, and side slopes retain water in the detention basin.

- Slopes shall be stabilized using appropriate erosion control measures when soil is exposed or erosion channels are forming.
- Structural deficiencies shall be corrected upon discovery:
- If cracks exist, repair or replace structure.
- If erosion channels are forming, stabilize surface. Sources of erosion damage shall be identified and controlled.

Inspection Comments: _____

Control devices (e.g., weirs, baffles, etc.) shall direct and reduce flow velocity. Structural deficiencies shall be corrected upon discovery:

- If cracks exist, repair or replace structure.

Inspection Comments: _____

Overflow structure conveys flow exceeding detention basin capacity to an approved stormwater receiving system.

- Overflow structure shall be kept clear at all times.
- Orifice shall be kept clean at all times.
- Sources of erosion damage shall be identified and controlled when soil is exposed at the top of overflow structure or erosion channels are forming.
- Rocks or other armoring shall be replaced when only one layer of rock exists.

Inspection Comments: _____

Sediment and debris management shall prevent loss of detention basin volume caused by sedimentation.

Detention basin shall be cleaned of sediment when 1 foot of sediment accumulates in the pond.

- Gauges located at the opposite ends of the detention basin shall be maintained to monitor sedimentation.
- Gauges shall be checked two times per year.
- Sources of restricted sediment or debris, such as discarded lawn clippings, shall be identified and prevented.
- Debris in quantities sufficient to inhibit operation shall be removed routinely, e.g., no less than quarterly or upon discovery.
- Litter shall be removed upon discovery.

Inspection Comments: _____

Vegetation shall be healthy and dense enough to provide filtering while protecting underlying soils from erosion. Proper horticultural practices, consistent with the maintenance of a stormwater quality facility, shall be employed to ensure that plants are vigorous and healthy.

- Mulch shall be replenished as needed, but not inhibiting water flow.
- Vegetation, large shrubs, or trees that limit access or interfere with planter operation shall be pruned or removed.
- Fallen leaves and debris from deciduous plant foliage shall be raked and removed.
- Nuisance or prohibited vegetation from the City of Salem Non-Native Invasive Plant list shall be removed when discovered. Invasive vegetation shall be removed immediately upon discovery.
- Dead vegetation shall be removed upon discovery.
- Vegetation shall be replaced within as soon as possible to maintain cover density and control erosion where soils are exposed.

Inspection Comments: _____

Spill prevention measures shall be exercised when handling substances that can contaminate stormwater.

- Releases of pollutants shall be corrected as soon as identified.

Inspection Comments: _____

Training and/or written guidance information for operating and maintaining ponds shall be provided to all property owners and tenants. This Facility Maintenance Form can be used to meet this requirement.

Inspection Comments: _____

Access to the detention basin shall be safe and efficient. Egress and ingress routes shall be maintained to design standards. Roadways shall be maintained to accommodate size and weight of vehicles, if applicable.

- Obstacles preventing maintenance personnel and/or equipment access to the detention basin shall be removed.
- Gravel or ground cover shall be added if erosion has occurred.

Inspection Comments: _____

Nuisance insects and rodents shall not be harbored in the detention basin. Pest control measures shall be taken when nuisance insects/rodents are found to be present.

- Holes in the ground located in and around the infiltration basin shall be filled.

Inspection Comments: _____

If used at this site, the following will be applicable:

Signage shall clearly convey information.

- Broken or defaced signs shall be replaced or repaired.

Fences shall be maintained to preserve their functionality and appearance.

- Collapsed fences shall be restored to an upright position.
- Jagged edges and damaged fences shall be repaired or replaced.

Inspection Comments: _____

Conveyance: Pipes
Conveyance (pipes) system shall be routinely inspected and cleaned on a scheduled cycle.
Inspection should consist of cleaning main line as needed to keep pipes free of debris. Manholes and catch basins should be visually inspected annually and cleaned when sediment has reached 12 inches in depth or 50 percent of capacity has been taken. No one should enter manholes without proper training and equipment for entering confined spaces. <input type="checkbox"/> Structural deficiencies shall be corrected upon discovery: <input type="checkbox"/> If cracks exist, repair or replace structure. Date: ___/___/___ Inspector's Name: _____
Access to the conveyance system shall be safe and efficient. Egress and ingress routes shall be maintained to design standards. Roadways shall be maintained to accommodate size and weight of vehicles, if applicable. Obstacles preventing maintenance personnel and/or equipment access to the conveyance system shall be removed. <input type="checkbox"/> Gravel or ground cover shall be added if erosion has occurred. Inspection Comments: _____
Spill prevention measures shall be exercised when handling substances that contaminate stormwater. <input type="checkbox"/> Releases of pollutants shall be corrected as soon as identified. Inspection Comments: _____
Debris and litter shall be removed to prevent clogging. Inspection Comments: _____
Training and/or written guidance information for operating and maintaining closed channel conveyance systems shall be provided to all property owners and tenants. This Facility Maintenance Form can be used to meet this requirement. Inspection Comments: _____

Fence Maintenance

The metal fence protecting the stormwater detention facility should be inspected annually for signs of damage including finish, rails and footings. The damage should be immediately repaired with similar materials to the original fence.

Inspection Comments: _____

Additional Inspection Comments:

