DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
CARLTON CREST HOMEOWNER'S ASSOCIATION
Carlton, Yamhill COUNTY, OREGON

THE WILDCAT DEVELOPMENT COMPANY, an Oregon corporation, hereinafter referred to as the Declarant, hereby makes the following Declaration of Covenants, Conditions Restrictions and Easements for Lots 1 through 61, Wildcat Development Company, 9110 NW Claypit Road, Yamhill County, Oregon, the plat of which is recorded in the Yamhill County Book of Town Plats in 2006, Yamhill County, Oregon. Said property is hereinafter referred to as “the Subdivision”.

Declarant is the owner of the Subdivision, and is developing the lots therein for single family residential development and use. Declarant desires to subject the Subdivision to the covenants, conditions, restrictions and easements set forth herein, for the benefit of such property and its present and subsequent owners.

Declarant is reserving the right, by not undertaking obligation, to annex additional property to the Subdivision and subject it to the terms and provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Carlton Crest Homeowner's Association (hereinafter “Association”), as the same may be amended or supplemented. This right shall be limited to the remaining four Phases and all lots created therein of the Carlton Crest Subdivision and the common property adjacent thereto. The property which in the future may be annexed as described in Exhibit “A”. The Declarant may annex all, or a portion of this property to the Declaration in one or more Supplemental Declarations. In addition to the Declarant, Carlton Crest, LLC, the owner of the property described in Exhibit “A”, may annex such property to the subdivision in its sole discretion on the same terms and in the same manner as Declarant.

Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Subdivision to create a non-profit corporation, to which should be delegated and assigned the powers of owning, maintaining and administrating the common property and facilities and administrating and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created in promoting the recreation, health, safety and welfare of the residents, as provided for herein.

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NOW, THEREFORE, Declarant hereby declares that the Subdivision and each of the lots platted therein shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, 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
DEVELOPMENT AND USE RESTRICTIONS

1.1 USE OF LOTS, COMMERCIAL ACTIVITY. All lots in the Subdivision shall be used for a single family residence only. No manufactured, mobile or modular type homes will be allowed in the Subdivision.. No business or commercial activities of any kind shall be carried on in any living unit or on any other portion of the property except activities relating to the sale or rental of lots or living units. This provision, however, shall not be construed so as to prohibit an owner from maintaining their professional personal library, keeping records and other things incidental to a business or profession conducted elsewhere.

1.2 COMPLETION RULE, MINIMUM REQUIREMENTS. No such living unit shall exceed the lesser of two and one-half stories or 35 feet in height. Minimum size for a living unit, excluding garage, shall be as follow: a) single family detached living units (one story): 1,600 square feet; and b) single family detached living units (two story): 1,600 square feet. Any residence or other structure constructed on a lot shall be completed within one year after commencement of construction of the living unit.

1.3 EXTERIOR SIDING AND COLOR. Except as otherwise provided in this section, all exterior siding shall be of cedar, redwood or other approved wood in a tongue and groove, lap siding or an approved hardboard lap. Other siding materials will be judged on their merit by the Architectural Control Board after review of samples. All exterior colors must be approved. Owners may repaint with an approved color without further approval from the Board.

1.4 ROOF MATERIAL. All roofs shall be of cedar shingle, cedar shake, tile, 30 year minimum architectural composition or other materials approved by the Architectural Control Board. Such other materials will be judged on their merit by the Board after review of samples. A minimum five in twelve pitch shall be required.

1.5 GARAGES. Except as provided in this section, each single family residence shall include an attached garage as an integral part of the residence, designed to enclose a minimum of

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two and maximum of three motor vehicles with a maximum door height of 10 feet. Unattached garages shall be subject to the prior approval of the Architectural Control Board. All other living units shall have garages for adequate parking by owners and occupants thereof.

1.6 DECKS AND PATIOS. All covers for decks and patios must be of complimentary design and be constructed of the same material as the living unit.

1.7 STORAGE OR ACCESSORY BUILDINGS AND OUTDOOR FIXTURES. Storage or accessory buildings (such as dog houses, tools sheds, firewood, garbage, barbecue type buildings or enclosures), nonportable pools, and nonportable or affixed outdoor furniture such as swings, backstops, picnic tables, barbecues, arbors, jungle gyms, hot tubs, propane tanks etc., shall be reasonably screened from public and neighboring view. All detached buildings must be fully enclosed and may not exceed 16 feet in height. No pole buildings are allowed. All detached buildings shall have siding and roof materials, which siding and roof materials shall be of the same materials utilized in construction of the residence located on the premises. The type and location of all such structures, pools and furniture is subject to approval by the Architectural Control Board. Basketball hoops will be permitted, provided that they do not interfere with any neighbor’s property and the design and location are approved by the Architectural Control Board.

1.8 DRIVEWAYS, FENCES, WALKS AND LANDSCAPING. Driveways shall be of concrete slab construction only. Unless the Architectural Control Board approves an alternative finish, the drive surface shall be finished with a broom finish or exposed aggregate. All specific artistic effects are subject to approval. Not more than seventy percent (70%) of any lot shall be covered with an impervious material; impervious materials include all structures, decks, patios, pools, driveways, and the like. All fences shall be constructed principally wood or masonry to maintain the aesthetic quality of the Subdivision. Fences shall be of a design approved by the Architectural Control Board. With the exception of the wall or fence to be constructed by the Declarant or Declarant’s designated successor in interest pursuant to section 4.2 of Article IV of this Declaration, fences shall not be higher than six (6) feet above ground level and shall not extend forward of the front level of the living unit. Each owner shall construct a concrete sidewalk on street frontages of said owner’s lot according to the City of Carlton’s code. All yards facing streets shall be landscaped, including an automatic sprinkler system, pursuant to landscape plans approved by the Architectural Control Board prior to issuance of a final occupancy permit. All yards shall be fully landscaped pursuant to landscaping plans approved by the Architectural Control Board, within nine (9) months of issuance of a final occupancy permit.

1.9 OUTSIDE RECEPTORS. Permanent flag poles, exterior radio and television antennae or other receptors shall not be permitted. Satellite dishes 24 inches or smaller shall be
permitted.

1.10 HEAT PUMPS AND AIR CONDITIONERS. Placement of heat pump and condenser units shall receive special consideration to provide visual screening and noise attenuation to the neighboring living units and areas. Use of solar heating systems is acceptable providing that, in the opinion of the Architectural Control Board, the panels or collectors are integrated into the structure with regard to the overall appearance and design.

1.11 MAILBOXES AND NEWSPAPER RECEPTACLES. Mailboxes and newspaper receptacles shall be of the standard design initially approved by the Architectural Control Board. All replacements shall be of the same design.

1.12 TRUCKS AND RECREATIONAL VEHICLES. No trucks (except pickups without campers), campers, motor homes, trailers, boats, motorcycles or similar recreational vehicle shall be parked on a Lot or street other than temporarily (in no case in excess of 24 hours) and then solely for the purposes of loading or unloading or a service call provided, however, that such vehicles or boats may be permanently parked or stored on a lot if they are parked or stored either inside a garage or detached structure or are physically obscured from horizontal view from the street or contiguous parcels by means of a fence or hedge-type landscaping. No vehicles of any kind shall be parked on any portion of the lot or street while such vehicles are in a state of disrepair or while being repaired.

1.13 SIGNS. No signs shall be erected or displayed on any lot, living unit or street right of way without the prior written permission of the Architectural Control Board; provided such permission shall not be required for one sign no larger than six inches by 24 inches displaying the name and/or address of the occupant, or one temporary sign no larger than 18 inches by 24 inches advertising the lot for sale or rent, which shall be removed upon sale or rental of the lot.

1.14 NUISANCES. No weeds, underbrush, high grass or other unsightly growth shall be permitted to grow or remain upon any lot within the Subdivision, and no refuse pile or unsightly objects shall be placed or suffered to remain anywhere thereon. In event any owner fails to comply herewith, the authorized representative of the Carlton Crest Homeowner’s Association may enter upon such lands and remove any such weeds, underbrush and objects at the expense of the owner and such entry shall not be deemed a trespass. In event of such removal, a lien will be created in favor of the Homeowners Association against such lot for all costs and expenses reasonably incurred by the Homeowners Association in removing the materials or otherwise abating the nuisance, which amount, together with interest thereon at the rate of 12 percent per annum from the date the cost is incurred, shall be due and payable within 30 days after the owner is billed.

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1.15 **ANIMALS.** No animals of any kind shall be kept on any lot except household pets, provided that they are not bred or kept for any commercial purposes. No household pets shall be allowed to interfere with the quiet enjoyment of other residents of the Subdivision, nor shall any household pet be permitted to run at large.

1.16 **OBNOXIOUS AND OFFENSIVE ACTIVITIES.** No obnoxious or offensive noises shall be made or activities carried on upon any lot, which may become an annoyance or nuisance to neighbors or to the neighborhood, or which interferes with the use of any adjacent lot by its property owner(s).

1.17 **LOT MAINTENANCE.** In the event that any lot owner does not commence construction of a residence on said lot upon completion of the site improvement, the lot owner shall maintain the lot in such a manner as to keep the lot free from weeds, briars, and other types of vegetation which would infiltrate lawns and landscaping of other lot owners and shall plant and maintain grass on the lot and not allow the grass to exceed 4 inches in height.

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**ARTICLE II**

**ARCHITECTURAL CONTROL**

2.1 **ARCHITECTURAL CONTROL BOARD.** In order to further insure the high quality of the residential development that takes place on the subject property, no dwelling, building, structure or other improvement including landscaping shall be commenced, constructed, erected or otherwise placed upon any lot within the Subdivision unless and until the plans and specifications therefore, showing the designs, heights, materials, colors and proposed locations of such improvements, have been submitted to and approved in writing by the Architectural Control Board. In reviewing and approving or denying plans and specifications, the Architectural Control Board shall seek to maintain the compatibility of improvements within the Subdivision with each other and with the natural setting within which the Subdivision is located. So long as the Declarant, owns any lot within the subdivision, or Carlton Crest, LLC, owns any of the property which could be annexed to the subdivision, Carlton Crest, LLC or such designated successor in interest shall be the Architectural Control Board. At such time as Declarant no longer owns any lot within the Subdivision, and Carlton Crest, or its designated successor, no longer owns, any property which could be annexed to or any lots located within property annexed to the subdivision, the Board of Directors of the Carlton Crest Homeowner's Association shall thereupon become the Architectural Control Board, and all duties and responsibilities of the Board shall thereupon devolve upon the said Board of Directors. For purposes of further insuring the standards for

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\[\text{Signature}\]
development of the lands so platted, the Declarant reserves, for Carlton Crest, LLC and for any successor in interest whom Carlton Crest, LLC may expressly designate, the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to this Declaration as Carlton Crest, LLC or its designated successor in interest shall deem necessary and proper.

2.2 APPROVAL OF PLANS. Whether or not provision therefore is specifically stated in any conveyance of a lot, the owner or occupant of each lot, by acceptance of title or taking possession thereof, agrees that no building, wall or other structure or improvement shall be placed upon such lot until the plan, specification, design, landscaping and plot plan have been approved in writing by the Architectural Control Board. Each structure of any kind shall be placed on the premises only in accordance with the plans, specifications and plot plan so approved. Refusal or approval of plans and specifications shall be by majority vote of the Architectural Review Board and may be based on any grounds, including aesthetic grounds, which the Architectural Control Board in its sole discretion shall deem sufficient. No alteration in the exterior appearance of any building or structure shall be made without like approval. If the Architectural Control Board fails to approve or disapprove full and complete plans and specifications submitted to it within 30 days after such submission, such approval shall not be required, provided however, that no building or other structure shall be erected which violates any of the covenants herein contained.

2.3 LIABILITY: BUILDING CODES. The Architectural Control Board shall not be liable to any owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Board, provided only that the Board has acted in good faith. Compliance with building codes and other requirements established by the applicable governmental authorities are the responsibility of each owner and the Architectural Control Board has no responsibility for the structural integrity, safety or operation of any improvements or structures.

2.4 NONWAIVER. Consent by the Architectural Control Board to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

ARTICLE III
HOMEOWNERS ASSOCIATION

3.1 PURPOSE. To enhance the aesthetic appeal of the Subdivision, and to help identify the Subdivision within the community, the Declarant shall construct a wall in the area depicted on Exhibit "B", and shall landscape the areas surrounding the wall depicted on Exhibit "B".

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The Declarant acknowledges that the continued maintenance and upkeep of the walls and landscape areas and signs will be of vital importance to the preservation and enhancement of property values within the subdivision, that a satisfactory maintenance program will require uniformity of actions along the entire length of the walls and landscape areas, and that such a satisfactory program can best be carried out by a homeowners association. The Declarant further acknowledges that there may be areas in addition to the wall and landscaping surrounding it, both within and outside the Subdivision for which the Homeowner’s Association is responsible for maintenance and the continued maintenance and upkeep of such areas will be a vital importance to the preservation has on the property values in the Subdivisions and a satisfactory maintenance program will require uniformity of maintenance of all such areas. Such satisfactory maintenance program can best be carried out by the Homeowner’s Association. The Declarant further acknowledges, it is possible the Association will be responsible for, or have the opportunity to maintain the park area created as part of the development of the Subdivision, and maintenance and upkeep of the park area will be of vital importance to the preservation and enhancement of property values within the Subdivision and a satisfactory maintenance program will require uniformity of actions in maintenance of such an area and such a satisfactory program can best be carried out by the Homeowner’s Association. The Declarant further acknowledges the Association may be required to perform the duties of the Architectural Control Board after the Declarant or Declarant’s designated successor in interest is no longer performing that task as provided for herein. Therefore, to facilitate the continued maintenance, repair and upkeep of the walls, fences, drainage ways, detention basins or facilities, landscape areas and signs, and all other areas for which the Homeowner’s Association is responsible for maintenance and the park if the Association has the right or obligation to maintain the park, the Declarant hereby constitutes an unincorporated association under the name of “Carlton Crest Homeowner’s Association” (hereinafter referred to as “the Association”).

3.1.1 Membership. Since Declarant is presently the owner of all of the property within the Subdivision, initially Declarant will be the only member of the Association. As lots are sold within the Subdivision, the owner or owners of each such lot shall each have one membership in the Association for each lot owned by him or them. Where a lot has been sold upon a land sale contract, the purchaser thereunder shall be regarded as the owner of said lot so long as the purchaser is not in default under said contract. In all other cases, the owner shall be the record owner of the lot.

3.1.2 Voting. Until Carlton Crest, LLC or their designated successor in interest has sold or otherwise conveyed all of the lots in the Subdivision, and property which could be annexed to the subdivision, and any lots created therefrom, Carlton Crest, LLC or a designated successor in interest shall have all voting rights within the Association, and Carlton Crest, LLC or its
designated successor in interest shall have one vote for each lot then owned by Declarant. In the event Declarant sells all lots within the subdivision while Carlton Crest still owns property which could be annexed to the subdivision, or any lots created therefrom, Carlton crest shall have the right to determine and make all choices required of the Board regardless of the number of votes held. Other members of the Association shall have the right to attend and participate in meetings of the Association membership, but shall have no vote on matters coming before the membership until Carlton Crest or its designated successor in interest has sold or otherwise conveyed all lots within the Subdivision and all land which could be annexed to the subdivision and lots created therefrom. From and after the date on which Carlton Crest or its designated successor in interest has sold or otherwise conveyed all lots within the Subdivision, and all land which could be annexed to the subdivision, and all lots created therefrom, in all matters to come before the Association membership, the members thereof shall have one vote for each lot owned. In the event of lot ownership by two or more persons, the vote applicable to that lot shall be cast as determined by the majority of said owners, and if they cannot reach a majority decision, the vote applicable to that lot shall be disregarded.

3.1.3 Governance. The affairs of the Association shall be governed by a Board of Directors (hereinafter, the Board) consisting of not less than three and not more than five persons, who need not be members of the Association. The members of the Board shall be elected for terms of one year each by the Declarant or Declarant's designated successor in interest if the Declarant or Declarant's designated successor in interest still owns one or more lots within the Subdivision, or by the members of the Association at their annual meeting if at the time of the election neither Declarant nor Declarant's designated successor in interest own any lots within the Subdivision. Each member of the Board shall have one vote in all matters coming before it, and all decisions of the Board shall be by majority vote. The primary responsibilities of the Board shall be to establish each year the amount of the assessment to be levied against each platted lot within the subdivision for the ensuing year to finance the activities of the Association, and to supervise and oversee the maintenance and upkeep of the aforesaid walls and landscape areas and signs, and other areas for which the Homeowner's Association is responsible for maintenance and the park if the Association has the right or obligation to maintain it. The Board may employ one or more persons to carry out the responsibilities of the Board, including but not limited to the collection of assessments, the calling and conduct of meetings and the performance of the maintenance and upkeep functions described above.
The Board shall each year select from its membership a President and Secretary-Treasurer, who shall perform the duties normally associated with those offices. Members of the Board and the officers may be compensated for their services on behalf of the Association, and may be reimbursed for reasonable expenses incurred by them in the performance of their duties.

3.1.4 Meetings. The membership of the Association shall hold an annual meeting during the first quarter of each calendar year, for the purpose of electing the Board and to conduct other business. The membership may hold additional meetings during the year upon the call of the President, a majority of the Board or not less than 1/3 (one-third) of the membership. Oral or written notice of each meeting shall be given to the membership in accordance with policies established by the Board, and meetings shall be held at such time and place as is designated by the Board. The Board shall meet at least annually following the annual membership meeting and may meet at other times upon the call of the President or the majority of the Board.

3.1.5 Assessments. To finance the maintenance, repair and/or replacement and upkeep of the aforesaid walls, landscape areas and signs, other areas for which the Homeowner’s Association is responsible for maintenance and the park if the Association has the right or obligation to maintain it are given, and to finance the other operations of the Association, the Association, acting through the Board, shall have and is hereby granted the power and authority to levy annual and special assessments against the platted lots within the subdivision. Initially and until further action by the Board, an annual assessment of $150.00 is hereby levied against each such platted lot. The first annual assessment shall be paid to the Association by the owner or owners of each platted lot not later than January 1, 2007, or the date of closing of the first sale of said lot by Declarant or Declarant’s designated successor to a purchaser other than Declarant or Declarant’s designated successor, whichever is later; and subsequent annual assessments shall be paid to the Association by November 1 in the year of assessment. The Declarant, Carlton Crest, LLC and any designated successor as Declarant shall not be required to pay any annual or special assessments hereunder with respect to any lot that the Declarant or successor Declarant has not sold to a third party; but until all lots within the Subdivision have been sold, Declarant, Carlton Crest, LLC, or Declarant’s designated successor as Declarant shall be responsible for paying any maintenance, repair and upkeep costs for the wall, landscape areas, signs other areas for which the Homeowner’s Association is responsible for maintenance and the park if the Association has the right or obligation to maintain it that exceed Association.
funds then on hand to cover such costs. Special assessments shall be levied only in the event of an unanticipated emergency need for additional funds to meet the needs of the Association, and shall be paid within 30 days after notice of assessment is sent to the lot owner or owners in question. The Board shall have the power and authority to set the amount of all assessments, provided, however, that the Board shall not increase the amount of the annual assessment by more than 25 percent over the amount for the proceeding year, or levy any special assessment, except on the majority vote of those members of the Association who are present and vote at an annual or special membership meeting. From and after the date each assessment is levied, it shall constitute a lien against each of the platted lots within the subdivision, and if the owner or owners, of any such lot fails to pay the assessment within 30 days of its due date, the Association may institute proceedings to foreclose the lien provided for herein and to collect from the owner or owners the amount of said assessment or any balance thereof remaining unpaid, together with interest on said sum at the rate of 12 percent per annum from the date of said assessment until paid, together with reasonable costs, including attorney's fees, incurred by the Association in such proceedings, and on any appeal thereof.

3.1.6 Application of Assessment Proceeds. All net proceeds of the assessments collected by the Association pursuant to this Declaration shall be held and applied to the payment of the costs of maintenance, repair and upkeep of the aforesaid walls, fences and landscape areas and signs, and other areas for which the Homeowners Association is responsible for maintenance and the park if the association has the right or obligation to maintain it and to other costs and expenses reasonably incurred by the Association in connection with its activities. The Board shall be entitled to include in the amount of the assessments, an amount sufficient to create and maintain reserves, in an amount deemed reasonable by the Board, and the Board sole's discretion, for repair or replacement of any and all structures, landscaping, or any other item for which the Association is responsible for maintenance. The Board shall be entitled to retain such reserved funds in the Association's name.

3.1.7 Notification of First Mortgagee; Subordination of Lien to Mortgages. The Association shall notify any first mortgagee of any default in the performance of this Declaration, including but not limited to any failure to pay any assessment levied hereunder, by the owner of any lot covered by the mortgagee's mortgage or trust deed. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any mortgage or deed of trust on such lot which was made in good faith and for value and
which was recorded prior to the recordation of the notice of lien. Sale or transfer of any lot shall not affect the assessment lien, but the sale or transfer of any lot which is subject to any mortgage or deed of trust pursuant to a decree of foreclosure thereunder or any deed or proceeding, deed or assignment in lieu of foreclosure shall extinguish any lien of an assessment notice of which was recorded after the recording of the mortgage or deed of trust. Such sale or transfer, however, shall not release the lot from liability for any assessments or charges thereafter becoming due or from the lien of such assessments or charges.

ARTICLE IV
REMEDIES; COSTS AND EXPENSES

4.1 REMEDIES FOR VIOLATIONS For a violation or a breach of any of the provisions of this Declaration by any person, the Declarant, the Architectural Control Board, Homeowners Association, the lot owners or any of them individually or severally shall have the right to proceed in law or equity to recover damages for the breach hereof or to compel compliance with the terms hereof, or to prevent the violation or breach of any of the provisions set forth herein. Said parties shall have the right to cause their authorized representatives to go upon the lot in question and to summarily abate or remove the offending structure at the expense of the owner, or to otherwise compel compliance with the provisions of this Declaration. Any such entry and abatement shall not be deemed a trespass. The failure to enforce any of the provisions of this Declaration with respect to any previous violation or alleged violation shall not bar their enforcement with respect to any subsequent violation. The invalidation of any one or more of the provisions of this Declaration by any court of competent jurisdiction shall in no way affect any of the other provisions hereof, but they shall remain in full force and effect. In the event the Declarant, Architectural Control Board or Association incurs any costs or expenses (including but not limited to attorney’s fees) in seeking to enforce the provisions of this Declaration, whether or not litigation or other proceedings are commenced, the Declarant, Carlton Crest, LLC, Board or Association shall be entitled to recover all such costs and expenses incurred by it in connection with its efforts to enforce the provisions of this Declaration. In addition, in the event the Declarant, Carlton Crest, LLC, Board or Association or one or more lot owners commence any litigation or other proceeding against a lot owner alleged to have violated the provisions of this Declaration, for the purpose of enforcing the same against said lot owner, or in the event the Declarant, Carlton Crest, LLC, Board or Association or any other lot owners are named in an action or other proceeding brought by a lot owner and pertaining to the provisions of this Declaration, the prevailing party or parties in such action or proceedings shall be entitled to recover from the party or parties not prevailing therein all costs and expenses incurred by the prevailing party in such action or proceeding, including

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but not limited to reasonable attorney's fees incurred at trial and upon any appeal.

4.2 COSTS AND EXPENSES. Any costs or expenses which the Declarant, Carlton Crest, LLC, the Board, the Association or one or more lot owners shall be entitled to recover against a lot owner under this section shall, if not paid within 10 days following demand therefore, be a lien against the lot or lots belonging to the owner whose actions were alleged or determined to be in violation of the provisions of this Declaration. Should such owner fail, neglect or refuse to satisfy and discharge any lien arising hereunder within 30 days, the Board or other person entitled to recover the costs and expenses covered by said lien, shall have the right to interest on the amount of the lien at the rate of twelve percent (12%) per annum, and shall be entitled to receive and recover from the lot owner whose property is the subject of the lien, all cost of collection, including but not limited to reasonable attorney's fees, at trial and upon appeal.

ARTICLE V
AMENDMENTS

5.1 GENERALLY. So long as the Declarant or the Declarant’s designated successor in interest owns one or more lots within the Subdivision, or Carlton Crest owns any property which could be annexed to the subdivision or any lot created therefrom, only Carlton Crest, LLC or its designated successor in interest may amend this Declaration of Covenants, Conditions, Restrictions and Easements, and, Carlton Crest, LLC or its designated successor in interest may amend any provision contained in this Declaration by recording the Amendment, executed by the Carlton Crest, LLC or its designated successor in interest, in the records of Yamhill County, Oregon. From and after the date on which Declarant, Carlton Crest, LLC or their designated successor in interest conveys the last lot in the Subdivision, and all property which could be annexed to the subdivision, and any lot created therefore, this Declaration of Covenants, Conditions, Restrictions and Easements may be amended by the affirmative vote of the owners of not less than 2/3 of the lots within the Subdivision. This Declaration, as amended from time to time, shall run with the land and shall be binding and for the benefit of all parties and all persons owning lots in the Subdivision, or claiming under them, until July 1, 2017, at which time it shall be automatically extended for successive periods of ten years.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed by its

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[Signature]
duly authorized representative on this 8th day of November, 2006.

WILDCAT DEVELOPMENT COMPANY
By [Signature]
Its President

STATE OF OREGON

County of Yamhill

On this 8th day of November, 2006, appeared Steve Reimann, the President of WILDCAT DEVELOPMENT COMPANY an Oregon corporation, who acknowledged that the foregoing instrument was signed on behalf of said by authority of its members, as its voluntary act and deed.

Before me: [Signature]
Notary Public for Oregon
My Commission Expires: 3/13/10

[Seal]

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Matt Dunckel & Assoc.
Land Surveyors
3765 Riverside Drive
McMinnville, OR 97128
Phone: 503-472-7904
Fax: 503-472-0367
E-Mail: matt@dunckelassoc.com

Date: 6 Nov. 2006

WILDCAT - Legal Description of Legal for CC & R’s

A tract of land in Section 22, Township 3 South, Range 4 West, Yamhill County, being more particularly described as follows:

Beginning on the east line of that tract of land described in deed from CAROYLE J. THAYER to CARLTON CREST, LLC and recorded in Instrument 200517159, Yamhill County Deed Records, at a point that is N00°47'04"E 516.26' from the southeast corner of said CARLTON CREST, LLC tract; thence N89°14’05"W 98.53'; thence N60°55’22"W 56.78'; thence N88°23’23"W 225.27'; thence N89°14’05"W 225.31'; thence N56°35’51"W 71.29'; thence N89°14’05"W 94.62'; thence S00°25’44"W 322.88'; thence S17°55’08"E 52.71'; thence S00°32’24"W 102.00'; thence N89°27’36"W 225.10' to the west line of Parcel 2 of that tract of land described in deed from CAMERON R. LANE and JANET A. LANE and JANET A. DIXON to CARLTON CREST, LLC and recorded in Instrument 200517148; thence N01°05’33"E 152.01' along said west line and the northerly extension of said line to the south line of that tract of land described in deed from CAMERON R. LANE and JANET R. LANE and JANET A. DIXON to CARLTON CREST, LLC and recorded in instrument No. 200517148; thence N89°27’36"W 294.26' along said south line; thence N00°25’44"E 598.41' to the south line of that tract of land described indeed from STANLEY A. KOSLOWSKI and ALICE E. KOSLOWSKI to RODNEY L. DELAY and CAROL A. DELAY and recorded in Instrument No. 199720630; thence S89°14’05"E 135.00 feet to the southeast corner of said DELAY tract; thence N00°25’44"E 100.00 feet to the northeast corner of said tract; thence N89°14’05"W 135.00 along the north line of said tract to the east margin of 4th Street; thence N00°25’44"E 85.50’ along said east margin to the south line of that tract of land described in deed to JAMES H. AMERSON and SUSAN M. AMERSON and recorded in Instrument No. 200308050; thence S89°13’16"E 598.13’ to the southeast corner of said AMERSON tract and the west line of the James Johnson Donation Land Claim; thence N00°42’56"E 285.99’ along said west line to the northwest corner of said Johnson DLC; thence S89°40’17"E 660.05' to the northeast corner of that tract of land described in deed from CAROYLE J. THAYER to CARLTON CREST, LLC and recorded in Instrument 200517159, Yamhill County Deed Records; thence S00°47’04"W 818.63' along the east line of said CARLTON CREST, LLC to the point of beginning.
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
CARLTON CREST HOMEOWNER'S ASSOCIATION
Carlton, Yamhill COUNTY, OREGON

Section 1 - Purpose of Supplemental Declaration.

THE WILDCAT DEVELOPMENT COMPANY, an Oregon corporation, hereinafter referred to as the Declarant, is the Declarant of the Carlton Crest Subdivision Phase I, which is a platted subdivision recorded in the Yamhill County on November 8, 2006 as Record No. 200625839, Yamhill County, Oregon and has the authority to make this Declaration. Declarant intends by the recording of this Supplemental Declaration to subject, add, and annex Carlton Crest Phase II as platted in 200714394 of Yamhill County, State of Oregon records to the Original Declaration filed as Recording No. 200625840 on November 8, 2006 within the Yamhill County Clerk's Office including any amendments and supplements thereto (hereinafter "Original Declaration"). This is a Supplemental Declaration as provided for in the Original Declaration. Declarant executes and adopts this Supplemental Declaration pursuant to its authority granted and reserved in the Original Declaration.

Section 2 – Supplemental Declarations.

2.1 Addition, Annexation, and Subjection of Carlton Crest Phase II. Pursuant to authority and right reserved and granted within the Original Declaration, Declarant hereby subjects the real property within Carlton Crest Phase II to the Original Declaration and any amendments and supplemental declarations thereto. Declarant adopts the Original Declaration and any amendments and supplemental declarations thereto in their totality and subjects and impresses each of them against all real property contained within Carlton Crest Phase II with the intent that each covenant, condition, restriction and easement shall touch, concern and run with the real property contained in Carlton Crest Phase II from the date of Recording this Supplemental Declaration, including that all Owners of Lots shall be members of the Association.

Section 3 - Additional Declarations.

All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions, and exhibits found within the Original Declaration and any amendments and supplemental declarations thereto are hereby incorporated by
reference as if each were fully set out within this Supplemental Declaration. All such
terms and provisions, unless expressly and specifically modified by this Supplemental
Declaration, shall remain in effect as first Recorded in the Original Declaration as
amended, Declarant hereby reaffirming the same.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed by its
duly authorized representative on this 29 day of June, 2007.

WILDCAT DEVELOPMENT COMPANY
By ______________________
Its ______________________

STATE OF OREGON      )
) ss:
County of ________    )

On this 29th day of June, 2007, appeared
Steve Neiman, the President of WILDCAT DEVELOPMENT
COMPANY, an Oregon corporation, who acknowledged that the foregoing instrument was
signed on behalf of said by authority of its members, as its voluntary act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: Jan 14, 2010

[Seal]

Lydia Zimmerman
NOTARY PUBLIC - OREGON
COMMISSION NO. 398949
MY COMMISSION EXPIRES JANUARY 14, 2010

Carlton Crest Supplemental Declaration of CC&Rs
June 25, 2007

2/2
SECOND SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
CARLTON CREST HOMEOWNER'S ASSOCIATION
Carlton, Yamhill COUNTY, OREGON

Section 1 - Purpose of Amendments.

THE WILDCAT DEVELOPMENT COMPANY, an Oregon corporation, hereinafter referred to as the Declarant, is the Declarant of the Carlton Crest Subdivision Phase I, which is a platted subdivision recorded in Yamhill County as Document No. 2006-25839, Yamhill County, Oregon, and Carlton Crest Subdivision Phase II, which is a platted subdivision recorded in Yamhill County as Document No. 2007-14394 and has the authority to make this Declaration. Carlton Crest Subdivision Phase II was subjected, annexed and added to the Original Declaration filed as recording No. 2006-25840 on November 8, 2006 by that certain Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions and Easements for Carlton Crest Homeowner's Association recorded as Document No. 2007-14395 on June 29, 2007.

Declarant intends by recording this Supplemental Declaration, to amend the minimum square footage for single family detached living units (one story) in Phase I and Phase II of Carlton Crest as provided for in the original Declaration recorded at Document No. 2006-25840 on November 8, 2006, within the Yamhill County records, State of Oregon. Pursuant to the original Declaration, Declarant has the authority to make this amendment, and makes this amendment pursuant to the authority granted in reserve in the original Declaration.

Section 2 - Completion Rule, Minimum Requirements. Pursuant to Declarant’s authority to amend the CC&Rs, reserved to Declarant in the original Declaration, Declarant does hereby amend Article II, Section 1.2, which is hereby amended to read as follows:

1.2 COMPLETION RULE, MINIMUM REQUIREMENTS. No such living unit shall exceed the lesser of two and one-half stories or 35 feet in height. Minimum size for a living unit, excluding garage, shall be as follows: a) single family detached living units (one story): 1,350 square feet; and b) single family...
detached living units (two story): 1,600 square feet. Any residence or other structure constructed on a lot shall be completed within one year after commencement of construction of the living unit.

Section 3 - Additional Declarations.

All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions, and exhibits found within the original Declaration and any amendments and supplemental declarations thereto are hereby incorporated by reference as if each were fully set out within this Supplemental Declaration. All such terms and provisions, unless expressly and specifically modified by this Supplemental Declaration, shall remain in effect as first Recorded in the original Declaration as amended, Declarant hereby reaffirming the same.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed by its duly authorized representative on this 12 day of November, 2009.

WILDCAT DEVELOPMENT COMPANY
By
Its

STATE OF OREGON,

) ss:

County of Yamhill

On this 12 day of November, 2009, appeared

Steve Blumman, the President of WILDCAT DEVELOPMENT COMPANY, an Oregon corporation, who acknowledged that the foregoing instrument was signed on behalf of said by authority of its members, as its voluntary act and deed.

Notary Public for Oregon
My Commission Expires: 3/13/10

Page 2-Second Supplemental Declaration to Declaration of CC&Rs of Carlton Crest