DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

APPLICABLE TO MILL CREEK SUBDIVISION

Whereas, Engnell Family Trust, Le Roy D. Powell, John A. Coleman, & Bruce G. Longstroth, hereinafter referred to as the declarants, are owners of certain real property located in Yamhill County, in the state of Oregon, known as Mill Creek Subdivision, a duly recorded plat:

Whereas, the declarants are desirous to declare of public record their intentions to create certain restrictive conditions and covenants to this ownership of said property:

Now, therefore, the declarants do hereby certify and declare that the following restrictions, conditions and covenants recorded in the survey shall become and are hereby made a part of all conveyances of lots within the plat of Mill Creek Subdivision, recorded in film volume 3, page 364 of microfilm records of Yamhill County, Oregon, and that the following restrictions, conditions and covenants shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein.

RELATIONSHIP TO CITY ORDINANCES

In any case now and in the future where these conditions, covenants and restrictions are less restrictive than ordinances of the City of Newberg, it is acknowledged by the declarants that said ordinances take precedence over the following. It is also understood that in those cases where these conditions, covenants and restrictions are more restrictive than ordinances of the City of Newberg they shall be in full force and effect.

ARTICLE I

PROPERTY SUBJECT TO THESE COVENANTS

(1) INITIAL DEVELOPMENT

Declarants hereby declare that all of the real property described above is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to these covenants.

ARTICLE II

RESIDENTIAL COVENANTS

(1) LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half (2 1/2) stories or 35’ in height and an attached garage for not less than two (2) cars. The foregoing provisions shall not exclude the construction of a private greenhouse, storage shed, or swimming pool, or for the storage of a recreational vehicle and/or boat kept for personal use, provided the location of use structures is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such lot.

After recording return to Bruce Longstroth
The provisions of this section shall not be deemed to prohibit the right of any homebuilder to construct residences on any lot, to store construction materials and equipment on said lots in the normal course of construction, and to use a single family residence as a model home for the purpose of sale in Mill Creek.

All buildings constructed shall conform to existing City of Newberg building and zoning codes.

Any changes to lots falling on unbuildable slopes, beyond the 20% grade, must have approval of the City Planning Director. This restriction includes clearing and/or cutting of trees. The individual homeowner is responsible to secure the permission in writing.

(2) DWELLING SIZE AND SETBACKS

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1500 square feet for a one-story dwelling, nor shall the ground floor level be less than 800 square feet for a two-story dwelling. The total living levels of multi-level dwellings shall not be less than a total of 1600 square feet. There shall be a minimum building setback of fifteen (15) feet from any public right-of-way line along with twenty (20) feet for all garages. A minimum of five (5) feet for side yards of one-story buildings and a minimum of seven (7) feet for two-story buildings is required.

(3) EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(4) NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(5) PARKING

Parking of boats, recreational vehicles, one-ton or larger trucks and other like equipment shall not be allowed on any part of said property nor on public ways adjacent thereto excepting when parked in the residential driveway for not more than seven (7) consecutive days or within the confines of any enclosed garage, storage port or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage.

(6) VEHICLES IN DISREPAIR

No owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on the open space or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when its presence offends the occupants of the neighborhood.
(7) FENCES

As defined in this section, "fencing" shall mean any barrier or wall, including trees and shrubs. Planting or site-obscuring fences shall not exceed three (3) feet in height in the front yard or on side lot lines forward of the building line with the greatest setback on the lot or the adjoining residential lot. The maximum height of a site-obscuring fence located on the remainder of the lot shall be six (6) feet. Fences shall be well-constructed of suitable fencing materials and shall not detract from the appearances of the dwelling houses located on adjacent lots or be offensive to the owners or occupants thereof. Owners will cooperate as much as possible on costs and design of party fences.

(8) SIGNS

No signs shall be erected on any lot except that not more than one "For Sale" sign placed by owner, declarants, or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by the owner, or the placement of a professional sign by the developer or declarants.

(9) TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence whether temporarily or permanently. Tents used for recreational purposes will be limited to seven (7) consecutive days.

(10) LIVESTOCK AND POULTRY

Pets, except swine, may be kept on the premises. Pets, including cats, must be contained on their owners land and they must be limited in number, maintained in clean and healthy quarters, and kept reasonably quiet so they are not a nuisance to the neighbors. No animals may be kept, bred, or maintained for any commercial purposes.

(11) GARBAGE AND REFUSE DISPOSAL

No lot or open space shall be used or maintained as a dumping or burying ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and out of public view. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(12) UTILITIES

All plumbing facilities shall comply with the requirements of the plumbing code of the City of Newberg. No outdoor overhead wire or service drop for the distribution of electric energy or tele-communication purposes are permitted. No pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within Mill Creek. All owners of lots within this subdivision, their heirs, successors and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities provided.
(13) MAINTENANCE

All lots, at all times, shall be kept in a neat and orderly condition free of debris, and the grass thereon cut or moved at sufficient intervals to prevent creation of a nuisance or fire hazard. Areas beyond the 20% slope are exempt from this condition.

(14) BUSINESS AND COMMERCIAL USES

No goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business shall be kept or stored outside of the house or garage on any lot, excepting the right of any homebuilder and the declarants to construct residences on any lot, to store construction equipment and materials on said lots in the normal course of said construction and to use any single family residence as a model home for the purpose of sales in Mill Creek. After commencing construction, homes must be completed within one year.

(15) LANDSCAPE COMPLETION

All front yard landscaping must be completed within six (6) months from the date of posting notice of completion or the date of occupancy of the residence constructed thereon, whichever occurs first. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time. It is the owner's responsibility to keep landscaping neat and groomed at all times.

(16) ANTENNAS AND SERVICE FACILITIES

Exterior antennas shall not be permitted to be placed upon the roof of any structure on any lot. Clothes lines and other service facilities shall be screened so as not to be viewed from the street or other lots. Antenna satellite dishes are allowed on any lot if screened from the streets and adjacent lots.

(17) EXTERIOR MATERIALS AND FINISHES

Each dwelling shall be constructed within a minimum square footage per Article II, fully finished, excluding non-habitable appurtenances such as garages or enclosed porches.

Each dwelling shall be constructed using conventional double-wall wood framing.

Siding material shall be natural wood materials, or have the appearance of natural wood, masonry brick, stone, stucco, or a combination of these. Manufactured wood siding is allowed. No T & I is allowed. Outbuildings must be painted to match residence.

All roofing shall be architectural composition, tile, or wood shake. Window frames will be wood or vinyl.

The location, color, size, design, lettering and other particulars for the paper delivery boxes shall be subject to approval of the declarants.
ARTICLE III

ARCHITECTURAL CONTROL

Architectural control shall be by the declarants. All homes are to be built only by a general contractor licensed and bonded in the State of Oregon. All general contractors and plans and specifications of houses to be constructed in Mill Creek shall be approved in writing by the declarants. In the event that the declarants fail to approve or disapprove the plans and specifications within thirty (30) days after they have been submitted, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. No two lots shall have identical or nearly identical elevations as determined by the declarants. Two sets of architectural plans submitted to the declarants shall include:

(A) Floor plans, indicating building dimensions and areas.
(B) Building elevations indicating exterior materials, colors, window sizes and locations and building height of all proposed buildings.
(C) Plot plan indicating locations of all improvements including buildings, fencing, patios, drives and walks.

Within ten (10) days of receipt of the plans and $50 fee, the declarant shall return one set of plans and either:

(1) Issue a notice of compliance or no-compliance, or
(2) Issue a notice of conditional approval with corrections. Corrected plans shall then be resubmitted to the declarants for a notice of compliance.

Any changes to the approved plans shall be reviewed by the declarants.

ARTICLE IV

GENERAL PROVISIONS

(1) FUTURE EXPENSES

Subdividers have signed a waiver of right to remonstrate against future street and utility improvements projects for Villa Road and Mountainview Drive. The street and utility assessment for the Mountainview and Villa Road improvements, adjacent to the "Mill Creek Subdivision", shall be equally shared (1/29th per lot) among all 29 lots in the subdivision. The waiver of right to remonstrate is recorded in film volume 3, page 265, microfilm records of Yamhill County, Oregon.

(2) TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until amended or revoked in the manner provided herein. These covenants can be terminated and revoked or amended only by duly recording an instrument which contains an agreement providing for termination and revocation or amendment, and which is signed by the owners of a 75% majority of the platted owners.
(3) ENFORCEMENT

Should any person violate or attempt to violate any of the provisions of these covenants, any person or persons owning any real property embraced within this plat, including the declarants, at its or their option, shall have full power and authority to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of said covenants, either to prevent the doing of such, or to recover damages sustained by reason of such violation. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(4) EXPENSES AND ATTORNEY’S FEES

In the event any person or persons owning any real property embraced within the plat of Hill Creek, including the declarants, shall bring any suit or action to enforce these covenants, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such suit or action, including such amounts as the court may determine to be reasonable attorney’s fees at trial and upon any appeal thereafter.

(5) SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(6) LIMITATION OF LIABILITY OF DECLARANTS

Neither declarants nor any officer or director thereof, shall be liable to any owner on account of any action or failure to act of declarants in performing their duties or rights hereunder, provided that declarants have in accordance with actual knowledge possessed by them, acted in good faith.

In Witness whereof, the undersigned being the declarants herein, have hereunto set their hand on this 11th day of September, 1992.

[Signatures]

STATE OF OREGON,

County of Yamhill

BE IT REMEMBERED, That on this 11th day of September, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

LEROY D. POWELL, JOHN A. COLEMAN, BRUCE G. LONGSTROTH,

RICHARD ENGNEILL and MARGARET A. DONOVAN,

known to me to be the identical individual by them described in and who executed the within instrument and acknowledged the same to me, which they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my commission the day and year last above written.

[Notary Seal and Signature]

Notary Public for Oregon.

My Commission expires 5/6/93
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

BRAMBLE

APPLICABLE TO MULL CREEK SUBDIVISION

Whereas, Ennigell Family Trust, Le Roy D. Powell, John A. Coleman, & Bruce G. Longstroth, hereinafter referred to as the declarants, are owners of certain real property located in Yamhill County, in the state of Oregon, known as Bramble Creek Subdivision, a duly recorded plat:

Whereas, the declarants are desirous to declare of public record their intentions to create certain restrictive conditions and covenants to this ownership of said property:

Now, therefore, the declarants do hereby certify and declare that the following restrictions, conditions and covenants recorded in the survey shall become and are hereby made a part of all conveyances of lots within the plat of Bramble Creek Subdivision, recorded in film volume 3, page 284, microfilm records of Yamhill County, Oregon, and that the following restrictions, conditions and covenants shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein.

RELATIONSHIP TO CITY ORDINANCES

In any case now and in the future where these conditions, covenants and restrictions are less restrictive than ordinances of the City of Newberg, it is acknowledged by the declarants that said ordinances take precedence over the following. It is also understood that in those cases where these conditions, covenants and restrictions are more restrictive than ordinances of the City of Newberg they shall be in full force and effect.

ARTICLE I

PROPERTY SUBJECT TO THESE COVENANTS

(1) INITIAL DEVELOPMENT

Declarants hereby declare that all of the real property described above is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to these covenants.

ARTICLE II

RESIDENTIAL COVENANTS

(1) LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half (2 1/2) stories or 35' in height and an attached garage for not less than two (2) cars. The foregoing provisions shall not exclude the construction of a private greenhouse, storage shed, or swimming pool, or for the storage of a recreational vehicle and/or boat kept for personal use, provided the location of use structures is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such lot.
The provisions of this section shall not be deemed to prohibit the right of any homebuilder to construct residences on any lot, to store construction materials and equipment on said lots in the normal course of construction, and to use a single family residence as a model home for the purpose of sale in West Creek.

All buildings constructed shall conform to existing City of Newberg building and zoning codes.

Any changes to lots falling on unbuildable slopes, beyond the 20% grade, must have approval of the City Planning Director. This restriction includes clearing and/or cutting of trees. The individual homeowner is responsible to secure the permission in writing.

(2) DWELLING SIZE AND SETBACKS

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1500 square feet for a one-story dwelling, nor shall the ground floor level be less than 800 square feet for a two-story dwelling. The total living levels of multi-level dwellings shall not be less than a total of 1600 square feet. There shall be a minimum building setback of fifteen (15) feet from any public right-of-way line along with twenty (20) feet for all garages. A minimum of five (5) feet for side yards of one-story buildings and a minimum of seven (7) feet for two-story buildings is required.

(3) EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(4) NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(5) PARKING

Parking of boats, recreational vehicles, one-ton or larger trucks and other like equipment shall not be allowed on any part of said property nor on public ways adjacent thereto excepting when parked in the residential driveway for not more than seven (7) consecutive days or within the confines of any enclosed garage, storage port or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage.

(6) VEHICLES IN DISREPAIR

No owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on the open space or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when its presence offends the occupants of the neighborhood.
(7) FENCES

As defined in this section, "fencing" shall mean any barrier or wall, including trees and shrubs. Planting or site-obscuring fences shall not exceed three (3) feet in height in the front yard or on side lot lines forward of the building line with the greatest setback on the lot or the adjoining residential lot. The maximum height of a site-obscuring fence located on the remainder of the lot shall be six (6) feet. Fences shall be well-constructed of suitable fencing materials and shall not detract from the appearances of the dwelling houses located on adjacent lots or be offensive to the owners or occupants thereof. Owners will cooperate as much as possible on costs and design of party fences.

(8) SIGNS

No signs shall be erected on any lot except that not more than one "For Sale" sign placed by owner, declarant, or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by the owner, or the placement of a professional sign by the developer or declarants.

(9) TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence whether temporarily or permanently. Tents used for recreational purposes will be limited to seven (7) consecutive days.

(10) LIVESTOCK AND POULTRY

Pets, except swine, may be kept on the premises. Pets, including cats, must be contained on their owners land and they must be limited in number, maintained in clean and healthy quarters, and kept reasonably quiet so they are not a nuisance to the neighbors. No animals may be kept, bred, or maintained for any commercial purposes.

(11) GARBAGE AND REFUSE DISPOSAL

No lot or open space shall be used or maintained as a dumping or burying ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and out of public view. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(12) UTILITIES

All plumbing facilities shall comply with the requirements of the plumbing code of the City of Newberg. No outdoor overhead wire or service drop for the distribution of electric energy or tele-communication purposes are permitted. No pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within Bramble Creek. All owners of lots within this subdivision, their heirs, successors and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities provided.
13) MAINTENANCE

All lots, at all times, shall be kept in a neat and orderly condition free or debris, and the grass therein cut or moved at sufficient intervals to prevent creation of a nuisance or fire hazard. Areas beyond the 20% slope are exempt from this condition.

14) BUSINESS AND COMMERCIAL USES

No goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business shall be kept or stored outside of the house or garage on any lot, excepting the right of any homebuilder and the declarants to construct residences on any lot, to store construction equipment and materials on said lots in the normal course of said construction and to use any single family residence as a model home for the purpose of sales in Hick Creek. After commencing construction, homes must be completed within one year. "Bramble"

15) LANDSCAPE COMPLETION

All front yard landscaping must be completed within six (6) months from the date of posting notice of completion or the date of occupancy of the residence constructed thereon, whichever occurs first. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time. It is the owner's responsibility to keep landscaping neat and groomed at all times.

16) ANTENNAS AND SERVICE FACILITIES

Exterior antennas shall not be permitted to be placed upon the roof of any structure on any lot. Clothes lines and other service facilities shall be screened so as not to be viewed from the street or other lots. Antenna satellite dishes are allowed on any lot if screened from the streets and adjacent lots.

17) EXTERIOR MATERIALS AND FINISHES

Each dwelling shall be constructed within a minimum square footage per Article II, fully finished, excluding non-habitable appurtenances such as garages or enclosed porches.

Each dwelling shall be constructed using conventional double-wall wood framing.

Siding material shall be natural wood materials, or have the appearance of natural wood, masonry brick, stone, stucco, or a combination of these. Manufactured wood siding is allowed. No T1-11 is allowed. Outbuildings must be painted to match residence.

All roofing shall be architectural composition, tile, or wood shake. Window frames will be wood or vinyl.

The location, color, size design, lettering and other particulars for the paper delivery boxes shall be subject to approval of the declarants.
ARTICLE III

ARCHITECTURAL CONTROL

Architectural control shall be by the declarants. All homes are to be built only by a general contractor licensed and bonded in the State of Oregon. All general contractors and plans and specifications of houses to be constructed in Bramble Park Creek shall be approved in writing by the declarants. In the event that the declarants fail to approve or disapprove the plans and specifications within thirty (30) days after they have been submitted, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. No two lots shall have identical or nearly identical elevations as determined by the declarants. Two sets of architectural plans submitted to the declarants shall include:

(A) Floor plans, indicating building dimensions and areas.
(B) Building elevations indicating exterior materials, colors, window sizes and locations and building height of all proposed buildings.
(C) Plot plan indicating locations of all improvements including buildings, fencing, patios, drives and walks.

Within ten (10) days of receipt of the plans and $50 fee, the declarant shall return one set of plans and either:

(1) issue a notice of compliance or no-compliance, or
(2) issue a notice of conditional approval with corrections. Corrected plans shall then be resubmitted to the declarants for a notice of compliance.

Any changes to the approved plans shall be reviewed by the declarants.

ARTICLE IV

GENERAL PROVISIONS

(1) FUTURE EXPENSES

Subdividers have signed a waiver of right to remonstrate against future street and utility improvements projects for Villa Road and Mountainview Drive. The street and utility assessment for the Mountainview and Villa Road Improvements, adjacent to the Bramble Creek Subdivision, shall be equally shared (1/29th per lot) among all 29 lots in the subdivision. The waiver of right to remonstrate is recorded in film volume 3, page 36 + 39, microfilm records of Yamhill County, Oregon.

(2) TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until amended or revoked in the manner provided herein. These covenants can be terminated and revoked or amended only by duly recording an instrument which contains an agreement providing for termination and revocation or amendment, and which is signed by the owners of a 75% majority of the platted owners.
(3) ENFORCEMENT

Should any person violate or attempt to violate any of the provisions of these covenants, any person or persons owning any real property embraced within this plat, including the declarants, at its or their option, shall have full power and authority to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of said covenants, either to prevent the doing of such, or to recover damages sustained by reason of such violation. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(4) EXPENSES AND ATTORNEY'S FEES

In the event any person or persons owning any real property embraced within the plat of Bramble Creek, including the declarants, shall bring any suit or action to enforce these covenants, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such suit or action, including such amounts as the court may determine to be reasonable attorney's fees at trial and upon any appeal thereafter.

(5) SEVERABILITY

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(6) LIMITATION OF LIABILITY OF DECLARANTS

Neither declarants nor any officer or director thereof, shall be liable to any owner on account of any action or failure to act of declarants in performing their duties or rights hereunder, provided that declarants have in accordance with actual knowledge possessed by them, acted in good faith.

In Witness whereof, the undersigned being the declarants herein, have hereunto set their hand on this 11th day of September, 1992.

LeRoy D. Powell
Bruce G. Longstroth
John A. Coleman
Richard Engnell, Co-Trustee
Margaret Donovan, Co-Trustee
Engnell Family Trust

STATE OF OREGON.
County of Yamhill

BE IT REMEMBERED, That on this 11th day of September, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

LeROY D. POWELL, JOHN A. COLEMAN, BRUCE G. LONGSTROTH,

RICHARD ENGHELL and MARGARET A. DONOVAN

and admitted themselves to be identical individuals as described in and who executed the within instrument and subscribed their names thereto, they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon

My Commission expires 5/6/93
THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE SUBDIVISION NAME TO BRAMBLE CREEK SUBDIVISION AS DISCLOSED BY SURVEYOR'S AFFIDAVIT, AND AS ORIGINALY RECORDED IN CONDITIONS AND RESTRICTIONS DATED SEPTEMBER 11, 1992 AND RECORDED SEPTEMBER 23, 1992 IN FILM VOLUME 275 PAGE 695 DEED AND MORTGAGE RECORDS.
BRAMBLE CREEK SUBDIVISION

Located in the northwest 1/4 of Section 17, Township 3 South, Range 2 West of the Willamette Meridian, City of members, Yamhill County, Oregon.

SURVEYOR'S CERTIFICATE:

I, DONALD C. COOLEY, a registered land surveyor in the State of Oregon do hereby state that I have correctly surveyed, subdivided and marked with proper monuments the land shown on the annexed map, known as Bramble Creek subdivision, the boundary of which is described as follows:

BEGINNING AT THE INITIAL POINT A S/8"x30°" IRON ROD SET 6" BELOW THE SURFACE OF THE GROUND AT THE NORTHWEST CORNER OF LOT 15, SAID POINT BEARS WEST 2085.77 FEET AND SOUTH 35.00 FEET FROM THE SOUTHEAST CORNER OF THE WILLIAM WALLACE DONATION LAND CLAIM; THENCE EAST 335.00 FEET; THENCE SOUTH 215.00 FEET; THENCE EAST 297.00 FEET; THENCE S 18°30'00"W 744.28 FEET; THENCE WEST 472.00 FEET; THENCE N 18°30'00"E 100.00 FEET; THENCE EAST 11.00 FEET; THENCE N 18°30'00"E 33.00 FEET; THENCE WEST 131.00 FEET; THENCE N 18°30'00"E 410.77 FEET; THENCE EAST 188.00 FEET; THENCE N 18°30'00"E 118.00 FEET; THENCE WEST 188.00 FEET; THENCE N 18°30'00"E 247.10 FEET TO THE POINT OF BEGINNING.

THERE IS NO GEODETIC CONTROL MARK WITHIN 1/2 MILE OF THE BOUNDARY OF THIS PROPERTY.

Basis of bearings 95.6875 P.S. for center line control.

[Signature]

DONALD C. COOLEY L.S. 1906
207 NORTH MERIDIAN STREET
PEMBERTON, OREGON 97122
(503) 966-3427

DEDICATION:


LOT A, TRACT "B" AND TRACT "C" ARE DEDICATED TO THE CITY OF YAMHILL.

THERE IS NO WATER RIGHTS APPURTENANT TO THIS PROPERTY.

[Signature]

LEROY POWELL  JOHN COLEMAN  BRUCE LONGSTROTH

RICHARD A. ENNELL  HARDERAT A. DONAYAN

ACKNOWLEDGEMENT:

STATE OF OREGON                        S.S.
COUNTY OF YAMHILL

THIS IS TO CERTIFY THAT ON THIS 5th DAY OF AUGUST, 1992 BEFORE ME PERSONALLY APPEARED LEROY POWELL, JOHN COLEMAN, BRUCE LONGSTROTH, RICHARD A. ENNELL, AND HARDERAT A. DONAYAN WHO BEING GULF KOWN TO SAY THAT THEY ARE THE IDENTICAL PERSONS NAMED IN THE FOREGOING INSTRUMENT AND THAT SAID INSTRUMENT WAS EXECUTED FREELY AND VOLUNTARILY.

[Signature]

CURVE DATA

[Table]

LINE DATA

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Affidavit of Correction recorded in Film 275, Page 93, 7th Day of October, 1992.

Charles Stern, Yamhill County Clerk.

APPROVALS:


[Signature]  MAYOR


[Signature]  CITY CLERK


[Signature]  COUNTY COMMISSIONERS


[Signature]  COUNTY COMMISSIONERS


[Signature]  COUNTY COMMISSIONERS


[Signature]  COUNTY COMMISSIONERS