DECLARATION OF COVENANTS AND RESTRICTIONS
FOR BROOKVIEW

A Residential Community With Common Facilities

THIS DECLARATION, made this 25th day of June, 1987 by
Chester J. Gibson and Fairy E. Gibson (the developer)

WITNESSETH:

WHEREAS, Chester J. Gibson and Fairy E. Gibson are the
owners of real property described in this declaration and desire
to create thereon a residential community with common facilities
for the benefit of this community. This community shall be
referred to as "Brookview," which at the time of adoption of
these Covenants and Restriction consists of Brookview, an R2-P0
subdivision in the City of McMinnville as more particularly
described in Exhibit A.

WHEREAS, the developer has deemed it desirable for the
preservation of the values and amenities in this community to
create an agency to which is assigned the powers of maintaining,
administering, and enforcing the covenants and restrictions and
collecting and disbursing any assessments and charges created.
This agency shall be referred to as "Brookview Homeowners' Association, Inc.";

ARTICLE I

DEFINITIONS: The following words, when used in the
declaration, shall have the following meanings:

Section 1. "Association" shall mean the Brookview
Homeowners' Association, Inc., a non-profit corporation organized
and existing under the laws of the State of Oregon.

Section 2. "Association of Members" shall mean all the
owners and other persons entitled to vote, acting as a group, in
accordance with the declaration and bylaws.

Section 3. "Building" shall mean any structure now existing
or later to be built on the property.

Section 4. "Common Expenses" shall mean the expense of
administration, maintenance, repair or replacement of the common
expanses agreed upon as common by the owners, and
expenses declared common by this declaration, or by the bylaws of
this Association.

Section 5. "Declaration" shall mean this declaration plus
amendments and supplements thereto.

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Section 6. "Lot" shall mean a parcel of land designated as a lot in the recorded plat, including any buildings thereon.

Section 7. "Member" shall mean that person or entity having a voting right in the Association pursuant to this declaration and the Articles of Incorporation and Bylaws.

Section 8. "Owner" shall mean the record owner, or contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee or holder of a trust deed unless such mortgagee or holder of the trust deed has acquired full title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 9. "Private Commons" shall mean commons, streets, footways, structures, personal properties, and any and all other properties maintained by the Association for the common benefit and enjoyment of all the members of the Association.

Section 10. "Properties" or "Property" shall mean the land, whether leasehold or in fee simple, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are under this declaration, Articles of Incorporation, and bylaws of the Association.

ARTICLE II
PROPERTIES SUBJECT TO THE DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the declaration is located in Yamhill County, Oregon, and is described in the attached Exhibit A and shall be referred to as "existing property."

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity which is an owner shall be a member, and the Developer shall be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A: Class A members shall be all the lot owners. An owner's proportionate share of the revenue and expense associated with the private commons shall be equal to his proportionate voting share in the
Association. Each Class A owner is a corporation, an association, a partnership, or a husband and wife. When more than one person holds such interest in any lot, all such persons shall vote as a unit; provided, however, if a voting dispute arises, a multi-person owner shall not be entitled to a vote unless the dispute be resolved as they among themselves decide.

Class B: The Class B member shall be the Developer. The Class B member shall be entitled to two votes for each lot owned by the Developer. The Class B membership shall cease and become converted to following events: (a) When fifty percent of the lots set forth in this declaration have been sold; or (b) on the 31st day of December 1990. After the happening of these events, whichever occurs earlier, the Class B member shall be come a Class A member entitled to one vote for each lot then unsold and in which the Developer holds the interest required for membership under this declaration.

ARTICLE IV

PROPERTY RIGHTS IN PRIVATE COMMONS

Section 1. Member's Easement of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every member shall have a right and easement of enjoyment in the private commons and this easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Private Commons. The title to the private commons shall be vested in the owners. Each owner in Brookview shall have an undivided 1/6th interest per lot owned in the private commons of Brookview.

Section 3. Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided in its Articles of Incorporation and bylaws, to suspend the enjoyment rights of any not to exceed thirty days for any infraction of its published rules and regulations; nonpayment or infraction, however, is not grounds for denying a member the right to use the private commons as access to his residence.

(b) The right of the Association of Developer to dedicate or transfer, subject to membership acceptance, all or any part of the private commons to any public agency, authority,
or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, that no such dedication or transfer shall be effective unless an instrument signed by the members entitled to cast two-thirds of the votes of each class of membership has been recorded, agreeing to such dedications or transfer, and unless written notice of the proposed agreement and action is sent to every member at least ninety days in advance of any action taken.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal obligation of assessment. Developer, for each lot owned by it within the properties, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall covenant and agree to pay to the Association (1) annual assessments or charges (which may be paid on a monthly basis), (2) special assessments for capital improvements, replacements or repairs, such assessments to be established and collected from time to time as provided in Section 10.10 of the Bylaws. The annual and special assessments, together with interest, and costs of collection as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with interest and costs of collection shall also be the personal obligation of the person who is the owner of such property at the time the assessment fell due. Such lien shall be enforceable in a manner consistent with the provisions of Oregon law which govern foreclosures generally. The prevailing party shall be entitled to attorneys fees as provided by Article XI, Section 5.

ARTICLE VI
ARCHITECTURAL COMMITTEE

Section 1. An architectural Committee shall be formed to insure the harmonious development of the properties. Initially, the Developer shall be responsible to appoint members to the Architectural Committee. However, at such time as the Class B membership shall cease, the Homeowners' Association shall be responsible to appoint members to this Committee. The Committee shall consist of as many persons, not less than three, as the Developer or the Homeowners Association shall appoint. The Architectural Committee shall be responsible for the following:

Section 2. Lot owners will not construct, alter or maintain any improvements on the premises until:
(a) They have submitted to the Architectural Committee a complete set of plans and specifications satisfactory to the committee, showing, where appropriate: (1) the dimensions of the improvement, (2) the exterior design (including but limited to materials used in such design), (3) the exterior color scheme, (4) the location of the improvement on the site, (5) the location of driveways, (6) the landscaping arrangement, and (7) the dimension and location of any outbuildings; and

(b) Such plans and specifications have been approved in writing by the Committee. Approval of these plans may be withheld, not only because of their noncompliance with any restrictions or conditions of the Committee with the items in paragraph (a) above which, in the reasonable judgment of the Committee, would make the improvement inharmonious with the objectives or the improvements already built in the immediate vicinity of the premises.

(c) If the lot owner shall have submitted to the Committee plans and specifications and the Committee has not approved such plans and specifications within forty-five days from the date of submission nor notified the lot owner of its objections within such period, then the plans and specifications shall be deemed to have been approved by the Committee, the Committee shall have ten days from receipt of such notice to inspect the improvement to determine whether it complies with the plans and specifications approved. Within ten days thereafter, the Committee does not act within the ten day period, the improvement shall be deemed to be satisfactory to the Committee. All communications to the Committee shall be delivered by hand or mail to the Developer at its office in McMinnville, Oregon.

ARTICLE VII

EASEMENTS

Section 1. The Developer reserves for the benefit of the tract those areas designated on the plat as easements and right-of-way for the purpose of construction of streets and utilities, including but not limited to storm drains, sewers, water, power, gas, cable and telephones, for the benefit of all lot owners in said tract. This does not apply to rights dedicated to the City of McMinnville or the public on the plat.

ARTICLE VIII

BUILDING RESTRICTIONS

Section 1. Square feet to be contained in any house constructed shall have a minimum square footage:
<table>
<thead>
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<th>Lot #</th>
<th>Minimum Square Footage</th>
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<tr>
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Section 2. Set-back requirements. The minimum set-back requirement shall be: 20' front (on lots 1 and 6, both streets are considered front), 7 1/2' side, 20' rear.

In addition, all garages shall have at least an 18' set-back from the curb to allow for vehicle parking. Set-backs shall further be subject to regulation by the City of McMinnville.

Section 3. Fences. The location, material, and design of any fences constructed shall be approved by the Architectural Committee prior to construction.

Section 4. Landscaping plans and installation must be approved by the Architectural Committee of the Association.

Section 5. Roofing design and material shall be as approved by the Architectural Committee of the Association as part of the exterior design.

Section 6. Construction time limit. All construction on any lot must be completed and the occupancy permit issued within 365 days from the issuance of a building permit.

Section 7. Exterior colors shall be natural, earth color, or approved by the Architectural Committee of the Association.

Section 8. Detached Improvements. Any detached improvement must be approved by the Architectural Committee of the Association.

ARTICLE IX

GENERAL RESTRICTIONS

Section 1. Animals. No domestic animals shall be raised, kept, or permitted on the premises other than dog, cats, birds, and household animals which are not kept, bred or raised for commercial purposes or in unreasonable numbers, and which are reasonably controlled to avoid their being a nuisance to other lot owners.

Section 2. Mobile Homes, Temporary Structures. No mobile home or temporary structure shall be allowed in the development, with the exception of a construction type of mobile home to be
used only during the period of construction. Approval shall rest with the Architectural Committee for granting such a permit.

Section 3. Campers, motor homes, boats, or travel trailers. These shall not be permitted to be left on the owner or tenant occupied drive, street side or rear yard for a period exceeding 2 days. They will, however, be allowed to remain for a reasonable period of time to permit cleaning, loading or unloading, not to exceed five days. No parking of cars, trucks or other motor vehicles shall be allowed upon the Northern most portion of Tract A (a circular turn-around area whose radius is approximately 28 feet), private commons area (street) except for city police, fire and ambulance vehicles in the performance of their official duties.

Section 4. Trash or refuse. No garbage or trash will be allowed to accumulate on any property in the development. Failure to remove will result in the Association having such removed and presenting the owner or tenant with a charge for removal. If not paid within 30 days, a lien will be recorded against the property involved.

Section 5. Commercial business. No commercial business of any type shall be allowed to be established on or operated from this development.

Section 6. Nonuseable motor vehicles. There shall not be stored, parked or kept upon said lots in open and plain view any motor vehicle which is rusted, wrecked, junked or partially dismantled or inoperable or abandoned condition unless it is completely encased within a building.

Section 7. Division lots or adjustments of lot lines. No lot may be divided nor any lot line be moved or otherwise adjusted (except for the granting of private easements or licenses) unless all of the following occur:

A. All applicable laws and regulations are compiled with;
B. Written consent is obtained from all owners; and
C. This declaration and the by-laws are duly amended to correct any potential problem or ambiguity concerning the rights and obligations of the lot owners in question or concerning questions of title to the lots or private commons. Such amendments are to be at the expense of the party seeking the change.

ARTICLE X
GENERAL PROVISIONS

Section 1. Duration. The covenants, easements and restrictions contained herein are to run with the land for the benefit of each owner and shall pass with each parcel of the subdivision and shall bind the respective successors in interest.
of the present owner. These covenants, easements, and restrictions shall remain in full force and effect for a period of thirty years from the date of recording this declaration, at which time they shall terminate unless the majority of the then record owners of the lots continued in the tract elect to retain said covenants, easements and restrictions.

Section 2. Enforcement. The Association, or any Owner, or the owner of any recorded mortgage or recorded trust deed on any part of said property shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, of this declaration. Failure by the Association or any owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Access of City Police, Fire and Ambulance. All streets, roads, and ways located upon the property or located upon property subsequently annexed by the Association pursuant to the Bylaws, and subject to these covenants and restrictions shall be open for use by the police, fire and ambulance departments of the City of McMinnville to provide any services required within their assigned responsibilities. The City shall also have full authority to enter upon said streets, roads and ways to enforce all ordinances of the City and traffic laws of the State of Oregon and to issue citations for any violations thereof.

Section 4. Severability. Invalidation of any of these covenants or restrictions by judgement or court order shall in no wise affect any of the other provisions herein which shall remain in full force and effect.

Section 5. Amendments. The covenants and restrictions of this declaration may be amended by an instrument signed by not less than seventy percent of the lot owners. Any amendment must be properly recorded. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by one hundred percent of the owners of said property, including the Developer.

Section 6. Attorney Fees. In case suit or action is instituted to enforce any of the provisions hereof, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed prevailing party in said suit or action, and if an appeal is taken from any judgement or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as prevailing party's attorney's fees on such appeal.
DATED this 25th day of June, 1988.

Chester J. Gibson

Fairy E. Gibson

STATE OF OREGON, County of Yamhill) ss:

Personally appeared Chester J. Gibson and Fairy E. Gibson and acknowledged the foregoing instrument to be their voluntary and deed.

Notary Public for the State of Oregon
Commission expires 9-18-89

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EXHIBIT A

Lots 1, 2, 3, 4, 5 and 6 of Brookview, in the city of McMinnville, Yamhill County, Oregon. Together with the common area (Tract A shown on the plat of Brookview including an easement for private storm drain purposes as shown on the plat, which easement is appurtenant and part of the common area.)
EXHIBIT A (CONTINUED)

BYLAWS OF
BROOKVIEW HOMEOWNERS' ASSOCIATION, INC.

CHAPTER 1
DEFINITIONS

1.05 The following words when used in these Bylaws shall have the following meanings:

1.10 "Association" shall mean the Brookview Homeowners' Association, Inc., a non-profit corporation organized and existing under the laws of the State of Oregon.

1.15 "Association of Members" shall mean all the owners and other persons entitled to vote, acting as a group, in accordance with the Declaration and Bylaws.

1.20 "Building" shall mean any structure now existing or later to be built on the property.

1.25 "Common Expenses: shall mean the expenses of administration, maintenance, repair or replacement of the private commons, expenses agreed upon as common by the owners, and expenses declared common by these Bylaws of this Association and the Declaration of Covenants and Restrictions.

1.30 "Declaration" shall mean the Declaration, including the covenants and restrictions, previously filed in Yamhill County plus amendments and supplements thereto.

1.35 "Lot" shall mean a parcel of land designated as a lot in the recorded plat, including any buildings thereon.

1.40 "Majority of Members" shall mean those persons or entities holding fifty-one percent of the votes in accordance with the percentages and voting rights assigned in the Declaration.

1.45 "Manager" shall mean the manager or Board of Managers or other person or persons in charge of the administration of or managing the Association and the properties.

1.50 "Member" shall mean that person or entity having a voting right in the Association pursuant to the Declaration and the Articles of Incorporation, and these Bylaws.

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1.55 "Owner" shall mean the record owner, or contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee or holder of a trust deed unless such mortgagee or holder of a trust deed has acquired full title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.60 "Private Commons" shall mean commons, streets, structures, personal properties, and any and all other properties maintained by the Association for the common benefit and enjoyment of all the members of the Associations.

CHAPTER 2

MEMBERSHIP

2.05 The method of selection of members and the rights of members are as set forth in the Declaration, the Articles of Incorporation and these Bylaws.

2.10 The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of, and becomes a lien upon, the property against which such assessments are made as provided in the Declaration to which the properties are subject and recorded and the Articles of Incorporation.

2.15 The membership rights of any person whose interest in the properties are subject to assessment under the Declaration, Articles of Incorporation and these Bylaws, may be suspended by action of the directors during the period when the assessments remain unpaid; but upon payment of such assessments, his rights and privileges shall be automatically restored.

CHAPTER 3

PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT
OF COMMON PROPERTY

3.05 Each member and guest shall be entitled to the use and enjoyment of the private commons and facilities provided by the Declaration and the Articles of Incorporation and these Bylaws.

3.10 Any member may delegate his rights of enjoyment in the private Commons to the members of his family who reside upon the property or to any of his tenants who reside thereon under a leasehold interest. The rights and privileges of such persons are subject to suspension to the same extent as those of a member.
CHAPTER 4

BOARD OF DIRECTORS

4.05 The affairs of the Association shall be governed by a Board of Directors composed of three persons, from among the members, provided that husband and wife, or any entity of more than one person holding title to one lot, may not serve as directors simultaneously, except that developers may both be directors so long as Class B membership under the declaration exists.

4.10 The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts as are not by law or by these Bylaws directed to be done by the owners specifically. The directors' responsibilities include the care, upkeep and surveillance of the properties and the private commons, the repair and upkeep of all private roads in the development, the collection of monthly assessments from the owners in accordance with these Bylaws; the designation and dismissal of personnel necessary for the maintenance and operation of the properties, the private commons, and this Association; to call special meetings of the members as set forth in these Bylaws, to adopt and publish rules and regulations governing the use of the private commons; to cause to be kept complete records of all its acts and corporate affairs and present a statement of such to the members at the annual meeting of the members or any special meeting at which such statement is requested in writing by five percent of the voting membership as provided by these Bylaws.

4.15 The Board of Directors may employ and establish compensation for a management agent who shall be an officer of the Association to perform such duties and services as the Board shall authorize, including the carrying out of the duties set forth in Section 4.10 of this chapter.

4.20 The first meeting of the newly elected Board of Directors shall be held within ten days of election at such place as shall be fixed by the directors at the meeting which such directors were elected and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

4.25 Regular meetings of the Board of Directors may be held at such time and place as shall be determined by the majority of the Directors. Notice of regular meetings shall be given by the Secretary on five days notice to each Director, personally or by mail or telephone, which notice shall state the time and place of the meeting.

4.30 Special meetings of the Board of Directors may be
called by the President on twenty-four hours notice to each director, given personally or by mail or telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any one director.

4.35 Before or at any meeting of the Board of Directors, any director may waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all directors are present at any meeting of the Board, no notice shall be required and business may be transacted.

CHAPTER 5

NOMINATION, ELECTION, AND TERM OF OFFICE OF DIRECTORS

5.05 Nominations for elections to the Board of Directors shall be made by a Nominating committee constituted as set forth in these Bylaws.

5.10 A Nominating Committee shall meet at least fifteen days prior to the annual meeting and shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

5.15 At the annual meeting or a special meeting called for elections, the Nominating Committee shall present its nominations to the membership, and the President shall invite additional nominations from the floor. Any proposed nominee must have given oral consent prior to his nomination. After the nominations are closed, the President shall call for the election of the directors orally unless at least three persons demand that the election be in writing, in which event, the president shall direct the secretary to prepare written ballots and the election shall proceed. The announcement of the winners shall be made at the meeting.

5.20 At any regular or special meeting of the members duly called, any one or more of the directors may be removed by a two-thirds vote of the members present, and a successor may then and there be elected to fill the vacancy. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

5.25 Vacancies in the Board of Directors caused by any reason other than removal of a director by a vote of the
Association shall be filled by a vote of the majority of the remaining directors, and each person so elected shall be a director until his successor is elected at the next annual meeting of the Association or a special meeting called for that purpose.

5.30 At the first meeting of the directors following the first meeting of members, the directors shall determine as between themselves that the term of one director shall be for three years, the term of another director shall be two years and the term of one shall be for one year. At the expiration of the initial term of office for each director, his successor shall be chosen for a term of three years as provided in these Bylaws.

CHAPTER 6

OFFICERS

6.05 The principal officers of the Association shall be a Chairman, (the President), a Vice-President, and a Secretary-Treasurer, all of whom will be elected by and from the Board of Directors.

6.10 The officers shall be elected annually by the Board of Directors, at the organizational meeting of each new Board, and shall hold office at the pleasure of the Board.

6.15 Upon the affirmative vote of the majority of the members of the Board of Directors, an officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for that purpose.

6.20 The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all general powers and duties which are usually vested in the office of President, including the power to appoint committees from time to time as he may determine as appropriate to assist in the affairs of the Association.

6.25 The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act, and have such other duties as the President shall determine. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on a temporary basis.

6.30 The Secretary-Treasurer shall keep the minutes of all meetings of the Board of Directors and of the Association, shall have charge of the books and records of the Board of Directors and the Association, and shall have responsibility of the
a quorum is not in attendance, the members who are present, 
either in person or by proxy, may adjourn the meeting to a time 
not less than forty-eight hours from the time the original 
meeting was called.

7.40 Except where there is something in the Articles, 
Declaration, or Bylaws to the contrary, the order of business 
shall be as set forth in the latest published revision of Roberts 
Rules of Order.

CHAPTER 8

COMMITTEES

8.05 The standing committees of the Association shall 
consists of a Nominating Committee, and Architectural Control 
Committee as such other standing committees as the Board shall 
determine. The duties of each committee shall be set by the 
Board of Directors and their membership shall be determined by 
the Board.

8.10 In addition to the standing committees, the 
Association may have other committees carrying out such duties as 
the Board of Directors may determine.

CHAPTER 9

OBLIGATIONS OF THE ASSOCIATION

9.05 Private Roads. Association shall be responsible for 
the maintenance, upkeep, and repair of all private roads within 
the development. This is not intended to create any duty to any 
person or organization except the owner. The duty to the owners 
shall be determined by the decision of the Directors.

CHAPTER 10

OBLIGATIONS OF THE OWNERS

10.05 Annual Assessment. All owners are obligated to pay, 
on a monthly basis, the annual assessment imposed by the 
Association to meet all Association common expenses, which 
include but are not limited to streets, street light leases, 
street cleaning, a liability insurance policy, a property and 
extended coverage insurance policy, maintenance of the common 
areas and landscaped areas. Such assessment shall include 
monthly payment to general operating reserve and a reserve fund 
for maintenance, replacements, and upkeep of private roads and 
street lights.
10.10 Special Assessment. All owners are obligated to pay a special assessment for capital improvements, replacements or repairs. The amount of such assessments shall be approved by a majority of the members at a regularly scheduled meeting.

10.15 Each owner must perform promptly all maintenance and repair work on his own lot and building which, if omitted, would affect the properties belonging to other owners. An owner shall reimburse the Association for any expenditure incurred by it in repairing any part of the private commons damaged through the fault or negligence of an owner.

10.20 An owner shall not place or caused to be placed in the private commons any objects which could block normal transit through such private commons. An owner shall take no action which would unreasonably interfere with the use of the private commons by other owners.

10.25 Restrictions. Residents shall exercise care about making noise that may disturb other residents.

10.30 Failure by the owner to pay any assessment by the Association shall be a default by the owner and subject the owner and the lot to the obligations of these Bylaws and the Declaration. Any default by the owner shall be deemed to be a default by the owner of any mortgage to which the owner is party or to which the property is subject.

CHAPTER 11

AMENDMENTS

11.05 These Bylaws may be amended by the Association at a duly constituted meeting but no amendment shall be effective unless approved by the members representing at least seventy percent of the owners and until such amendment has been certified by the President and Secretary of the Association.

CHAPTER 12

ADMINISTRATIVE RULES AND REGULATIONS

12.05 The Board of Directors may promulgate, by two-thirds vote, such additional administrative rules and regulations governing the details of the operating and use of the private commons as they shall, in their discretion, determine. Such rules and regulations shall be furnished to all members and shall be subject to change without notice.
CHAPTER 13

FINANCIAL ADMINISTRATION OF THE ASSOCIATION

13.05 In addition to the managing agent, the Board of Directors may employ for the Association such other persons necessary or desirable for the maintenance of the private commons, or other Association purposes, as the Board of Directors shall determine.

13.10 The managing agent shall have authority to disburse funds only up to an amount to be determined by the Board of Directors. For any expenditure of funds over the said sum, the check shall contain the approval of, and the signature of, one of the three officers of the corporation in addition to that of the managing agent. The Association shall maintain such adequate books and records as good general business practice requires and may acquire the services of a professional accountant.

13.15 The fiscal year of the Association shall be a calendar year or such other year as the Board of Directors shall determine.

CHAPTER 14

INSURANCE

14.05 The private commons, including common streets, structures, personal properties and common landscaped areas and any properties maintained by the Association for the common benefit of all members, shall be insured in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(a) If applicable, loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(b) Such other risks as shall be customarily covered, including but not limited to vandalism and malicious mischief.

(c) Public liability in such amounts and with such coverage as shall be required by the Board of Directors.

14.10 Workman's Compensation policy to meet the requirements of law.

14.15 Such other insurance as the Board of Directors shall determine from time to time to be desirable.

14.20 Premiums upon insurance policies purchased by the
Association shall be paid by the Association as a common expense.

14.25 All insurance policies purchased by the Association shall be for the benefit of the Association and the owners, and shall provide that all proceeds covering property losses shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold the same for the purposes elsewhere stated herein and the benefit of the owners.

14.30 Proceeds of insurance policies received by the Association shall be distributed for the benefit of the owners in the following manner:

(a) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost. Any proceeds remaining after defraying such costs shall be held by the Association and distributed for the benefit of the owners as the Association may direct.

(b) Failure to reconstruct or repair. It is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be held by the Association and distributed for the benefit of the owners and the Association may direct.

14.35 The Association is irrevocably appointed agent for each owner of a mortgage or other lien or any other interest in the private commons to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

These Bylaws, duly, regularly and unanimously passed by the Board of Directors of Brookview Homeowner's Association, Inc. on the ___ day of ___, 19__.

[Signatures]

STATE OF OREGON

COUNTY OF Yamhill

I, hereby certify that the above was received and duly recorded by me in Yamhill County records.

COUNTY CLERK

05512

PAGE 10 - BYLAWS
STATE OF OREGON

County of Yamhill

Personally appeared MAUREEN E. HAMRICK and SHARON R. HAMRICK and acknowledged said instrument to be their free act and deed. Before me:

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 7-24-95

STATE OF OREGON,

County of Yamhill

BE IT REMEMBERED, That on this 3 day of August 1994, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named Malcolm S. Johnstone and Connie L. Johnstone

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

[Signature]
Notary Public for Oregon

STATE OF OREGON,

County of Yamhill

BE IT REMEMBERED, That on this 1 day of August 1994, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named Jan N. Davis

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

[Signature]
Notary Public for Oregon
MODIFICATIONS OF DECLARATION
OF COVENANTS AND RESTRICTIONS FOR BROOKVIEW
AND BY-LAWS OF BROOKVIEW HOMEOWNERS ASSOCIATION

1. A Declaration of Covenants and Restrictions for Brookview, a
residential community with common facilities, was recorded
July 1, 1988 at Film Volume 223, Page 2053, Deed and Mortgage
Records, Yamhill County, Oregon. Included as an exhibit to
this Declaration was the by-laws of BROOKVIEW Homeowners
Association, Inc. The Declaration and By-laws described
above refer to Brookview, a subdivision of the City of
McMinnville evidenced by Plat recorded July 1, 1988 in Cabinet
A, Slide 247, Record of Town Plats, City of McMinnville,
Yamhill County, Oregon.

2. The undersigned Chester and Fairy Gibson desire to adjust lot
lines so that a portion of the originally platted lot 4 shall
become part of Lot 5 and the remaining portion of the
originally platted Lot 4 shall become part of Lot 3. Lot 4
shall cease to exist.

3. This document is executed and recorded pursuant to Article IX,
Section 7 of the Declarations. The undersigned, constituting
all of the owners of the property subject to the Declaration
and By-laws hereby consent to the division and lot line
adjustment described above.

4. Because the division of the originally platted Lot 4
incorporates a portion of it into Lot 5 and a portion into Lot
3, it is necessary to allocate the ownership of Tract "A"
common areas that were previously appurtenant to Lot 4. An
undivided 1/2 interest of that undivided 1/6 interest (1/12)
will be conveyed with the portion of Lot 4 to the owners of
each of Lots 5 and 3, respectively. The result will be that
the owner of each resultant expanded lot shall own the
original 1/6 interest plus the conveyed 1/12 interest, or a
1/4 interest in Tract "A". Article IV, Section 2 is,
therefore, amended to provide that each owner of the unchanged
original lots in Brookview shall have an undivided 1/6
interest per lot owned in the private commons of Brookview
while each owner of Lots 3 and 5, after the lot line
adjustment described above, shall have an undivided 1/4
interest per such lot owned in the private commons of
Brookview. The Covenants and By-laws are also amended to provide that maintenance expense and voting rights shall likewise be adjusted.

5. All other terms and conditions of the Declaration and attached by-laws shall remain in full force and effect.

CHESTER J. GIBSON
FAVRY E. GIBSON
(owners of Lots 3 and 4, BROOKVIEW, together with an undivided 1/3 interest in Tract "A").

J. SCOTT GIBSON
MELODY A. GIBSON
(owners of Lot 5, BROOKVIEW, together with an undivided 1/6 interest in Tract "A").

MALCOLM S. JOHNSTONE
CONNIE L. JOHNSTONE
(owners of Lot 2, BROOKVIEW, together with an undivided 1/6 interest in Tract "A").

PAUL M. DAVIS
JAN M. DAVIS
(owners of Lot 6, BROOKVIEW, together with an undivided 1/6 interest in Tract "A").

SHARON R. HAMRICK
(owners of Lot 1, BROOKVIEW, together with an undivided 1/6 interest in Tract "A").

PERSONALLY APPEARED CHESTER J. GIBSON and FAVRY A. GIBSON and acknowledged said instrument to be their free act and deed.

Before me:

Deborah L. Clark
NOTARY PUBLIC FOR OREGON
My Commission Expires: 1-24-95

PERSONALLY APPEARED J. SCOTT GIBSON and MELODY A. GIBSON and acknowledged said instrument to be their free act and deed.

PAGE 2 - MODIFICATION
STATE OF OREGON
County of Yamhill

BE IT REMEMBERED, That on this 12 day of August, 1984, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named

CONNIE L. JOHNSTONE

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she 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.

KAREN W. KEEPHULL
Notary Public for Oregon
My commission expires 2.3.95

STATE OF OREGON
County of Yamhill

BE IT REMEMBERED, That on this 1 day of August, 1984, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named

PAUL M. DAVIS

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she 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.

KAREN W. KEEPHULL
Notary Public for Oregon
My commission expires 2.3.95
AGREEMENT MODIFYING DESCRIPTION OF EASEMENT CONTAINED IN PLAT

1. The undersigned are the owners of all of the lots and of Tract "A" of BROOKVIEW recorded July 1, 1988 in cabinet A, Slide 247, Record of the Town Plates in the City of McMinnville, Yamhill County, Oregon.

2. The plat of BROOKVIEW creates a non-exclusive private storm drain easement appurtenant to Tract "A" private commons as created in the plat over and across portions of Lots 3 and 4 as depicted and shown on the recorded Plat of BROOKVIEW.

3. The undersigned, being the owners of all of the interests in the benefited Tract "A" hereby modify the description of such private storm drain easement shown on the plat of BROOKVIEW by substituting the following legal description for such easement:

   A strip of land fifteen feet in width, lying 7.5 feet on each side of the following described centerline: Commencing at an iron rod on the easterly line of Brookview Court public street, said iron rod being the most westerly northwest corner of Lot 3 of BROOKVIEW subdivision in the Northeast Quarter of Section 20 in Township 4 South, Range 4 West, W.M., City of McMinnville, Oregon; thence N 43°00' W 6.00 feet to the center of a storm drain catch basin in Brookview Court, being the Point of Beginning; thence N 34°00' E 2.20 feet to the northeasterly margin of said Brookview Court right of way; thence continuing N 34°00' E 96.10 feet to the center of a storm sewer manhole, being the terminus herein.

4. The terms of the private storm drain easement created by the plat shall all remain the same except for the changed description of the location of the easement.

   CHESTER J. GIBSON
   (owners of Lots 3 and 4, BROOKVIEW, together with an undivided 1/3 interest in Tract "A").
   FAIRY E. GIBSON

   SCOTT GIBSON
   (owners of Lots 3 and 4, BROOKVIEW, together with an undivided 1/3 interest in Tract "A").
   MELODY A. GIBSON

PAGE 1 - AGREEMENT

DEARBORN AND TAYLORSVILLE P.O. Box 407, Yamhill, Oregon 97148

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

10541199 09:29am 08/15/94
001 004654 12 07 002028
1 0 D19 3 15.00 10.00 20.00 0.00 0.00 0.00
0.00
(owners of Lot 5, BROOKVIEW, together with an undivided 1/6
interest in Tract "A")

MALCOLM S. JOHNSTONE
CONNIE L. JOHNSTONE
(owners of Lot 2, BROOKVIEW, together with an undivided 1/6
interest in Tract "A")

PAUL M. DAVIS
JAN M. DAVIS
(owners of Lot 6, BROOKVIEW, together with an undivided 1/6
interest in Tract "A")

SHARON R. HABRIK
(owners of Lot 1, BROOKVIEW, together with an undivided 1/6
interest in Tract "A")

STATE OF OREGON
County of Yamhill } ss.
Personally appeared CHESTER J. GIBSON and FAIRY A. GIBSON and
acknowledged said instrument to be their free act and deed.
Before me:

DEBRAH L. CLARK
NOTARY PUBLIC FOR OREGON
My Commission Expires: 1-24-95

STATE OF OREGON
County of Yamhill } ss.
Personally appeared J. S. GIBSON and FAIRY A. GIBSON and
acknowledged said instrument to be their free act and deed.
Before me:

DEBRAH L. CLARK
NOTARY PUBLIC FOR OREGON
My Commission Expires: 1-24-95

STATE OF OREGON
County of Yamhill } ss.
Personally appeared PAUL M. DAVIS and JAN M. DAVIS and
acknowledged said instrument to be their free act and deed.
Before me:

SHERRY HALL
NOTARY PUBLIC FOR OREGON
My Commission Expires: May 2, 1997

PAGE 2 - AGREEMENT
STATE OF OREGON

County of Yamhill

Personally appeared ROY HAMRICK and SHARON R. HAMRICK and
acknowledged the said instrument to be their free act and deed.

Before me:

[Signature]

NOTARY PUBLIC FOR OREGON
My Commission Expires: 6-24-95

STATE OF OREGON,

County of Yamhill

BE IT REMEMBERED That on this 3 day of August, 1994,
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named MALCOLM S. JOHNSTONE and CONNIE L. JOHNSTONE

known to me to be the identical individuals described in and who executed the within instrument and
acknowledged to me that the same was 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.

[Signature]
Notary Public for Oregon

My commission expires

STATE OF OREGON,

County of Yamhill

BE IT REMEMBERED That on this 1 day of August, 1994,
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named JAN M. DAVIS

known to me to be the identical individuals described in and who executed the within instrument and
acknowledged to me that the same was 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.

[Signature]
Notary Public for Oregon

My commission expires
NARRATIVE

The purpose of this subdivision is to create lots, streets and lanes, as shown on the attached map. The boundaries of this subdivision are based on C.B. Bown as recorded in the Official Records of Yamhill County, Oregon.

SURVEYOR'S CERTIFICATE

Certified to be true and correct to the best of the knowledge and belief of the undersigned.

The Surveyor's Certificate is attached to the map as Exhibit A.

Dedication

Dedicated to the public as a park.

ACKNOWLEDGEMENT

The above described property measured 1.5 acres and is hereby acknowledged.

APPROVALS

The map was approved by the Yamhill County Commissioners.

ATTEST

[Signature]

Yamhill County Clerk

[Signature]

Yamhill County Clerk

Page 1 of 2