CONDITIONS COVENANTS AND RESTRICTIONS

This DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS FOR CALLISTA ESTATES, a subdivision in the City of Newberg, Yamhill County, Oregon (herein known as the "Declaration") is hereby made and executed this 22nd day of December, 2004, by the Undersigned (who constitutes and is the sole owner of real property more particularly described on attached Exhibit "A");

RECITALS:

WHEREAS, the undersigned Owner desires to create specific conditions, covenants and restrictions contained herein for the benefit of all of the parcels set forth on a portion of the real property set forth on attached Exhibit "A" and any modifications thereto and their present and subsequent Owners. The undersigned owner does hereby state that subsequent to the date of execution hereof, a subdivision plat known as CALLISTA ESTATES consisting of fifty-six (56) lots will be recorded associated with the said real property with a copy of the subdivision plat attached hereto as Exhibit “B” with the entire subdivision plat herein known as “affected property”).

SECTION 1 - DEFINITIONS.

The following words and terms, when used in this Declaration, and supplemental Declarations or any changes, amendments, or modifications hereto, shall have the following meanings:

1.1 "Lot or Parcel" shall mean and refer to any of the existing parcels or any modifications thereto which are contained within the affected property.

1.2 "Owner" shall mean and refer to the Owner of record, whether one or more persons or entities, of an interest in and to any of the parcels within the affected property.

1.3 "Street" shall mean and refer to any street, alley, public way, highway, cul-de-sac, or other...
thoroughfare providing a means of access and shown on any map associated with the affected property.

1.4 "House" shall mean and refer to a dwelling intended for use and occupancy by not more than one family, having complete living facilities and constituting one dwelling unit. This term shall also include and refer to an attached garage.

1.5 "Mortgagee" shall mean the holder of a mortgage on any portion of the said affected property and shall have the meaning set forth in ORS 86.010, et. seq. and shall include beneficiaries of deeds of trust.

SECTION 2 - COMMON SCHEME RESTRICTIONS.

The following restrictions are hereby imposed as a common scheme upon each parcel within the affected property for the benefit of every other parcel within the affected property and may be enforced by any Owner.

2.1 No large animals, livestock, or poultry of any kind shall be raised, kept or permitted upon any Lot or in any part of the affected property. Any permitted domestic type animals (such as dogs, cats, etc.) which are kept in the affected property must not create any type of nuisance or noxious activity (including noise).

2.1.1 No animals shall be allowed to become a nuisance to any resident within the affected area.

2.1.2 All animals permitted under this subsection shall not be kept, bred, or raised for commercial purposes or be maintained in unreasonable numbers.

2.2 No Lot in any area in or part of the affected property shall be used for the purpose of exploring for, taking therefrom, or the production of gas, oil or any other hydrocarbon or mineral substance.

2.3 No noxious or offensive activity shall be permitted upon any Lot or in any area or part of the affected property, nor shall anything be done or maintained thereon that may be or become an annoyance or nuisance to any Owner or detract from the value of the affected property as a high-class residential neighborhood.

2.4 No personal property such as a trailer, recreational vehicle, boat, camper unit, farm equipment, or tent shall be placed, stored or parked on any Lot, or in any part of the affected property unless it is stored so that it must be sufficiently screened from public view from any portion of the streets which acts as an access to the entire affected property; provided, however, that such parking is in conformity with any applicable municipal ordinances and regulations.

2.5 Each Lot shall provide adequate room for the parking of private vehicles, and said private
vehicles shall not be allowed to be parked in any portion of the said property so that they become a sight nuisance from any portion of the street which acts as an access to the entire affected property. No owner shall permit any vehicle which is inoperable to remain parked upon any Lot or open space or upon any street for a period in excess of forty eight (48) hours.

2.6 No television antennas or radio aerials shall be permitted upon any Lot, House, or any part of or area of the affected property. Small size satellite receivers and dishes shall be permitted on a Lot, House, or any part of or area in the affected property only if such are screened from view of any street and are not placed on the roof of any structure. All utilities shall be installed underground, as no overhead wires or service drops for the distribution of electricity or any other telecommunication purposes, nor any poles, towers, or other supporting structures shall be erected, placed, or maintained on any Lots. Clothes lines shall be screened so as to not be viewed from any Street.

2.7 No Lot, or area in or part of the affected property shall be used or maintained as a dumping site or depository for rubbish, refuse, trash, garbage, or any other form or type of waste. Any such waste is be stored in a location which is not visible from any Street within the affected property in a suitable and sanitary container until such waste is picked up or removed. Any containers or other equipment for the storage or disposal of such waste shall be maintained and operated in a safe and sanitary manner and shall not cause or be a form of nuisance to any resident in the affected property. Trimmings, cuttings and like debris may be composted on any Lot provided they are maintained in a singular enclosed location not visible from any Street and so as not to become an annoyance or nuisance to any other resident in the affected property.

2.8 No sign or other advertising device shall be erected or constructed upon or placed within or on any Lot or house in any area or part of the affected property except for garage sale signs, political signs, and one (1) sign not larger than eighteen (18) inches by twenty-four (24) inches advertising such House for sale. The Declarant or its designee may maintain and place “for sale” signs for purposes of marketing the said subdivision that are excluded from these said restrictions.

2.9 No Owner, invitee, or licensee shall allow any activity to occur which will cause a level of noise to be offensive or disruptive to any one else within the affected property.

2.10. No structure of a temporary character or nature such as trailer, tent, shack, garage, barn, or other outbuilding shall be used on any Lot, at any time, as a residence either temporarily or permanently. Declarant or its designee reserves the right to locate a temporary construction office within the subdivision while the subdivision and homes are being constructed.

2.11 During the period of time through and including one (1) year from the date of recording of the subdivision plat, the construction of all fences, retaining walls, and other structures (including swimming pools, greenhouses, storage sheds, etc.) must be approved by the Declarant or its designee. A detail plan of the proposed construction including the shape, colors, height, type of materials, proposed location on the Lot, and location and number of trees that are
proposed to be removed must be provided to the Declarant or its designee for review and approval prior to commencing any construction, and at least ten (10) days prior to application for any building permit. Approval or the proposed construction is at the discretion of the Declarant or its designee, as the Declarant or its designee shall consider quality of the specified material, harmony with existing and planned structures and location with respect to topography and finished grade elevation of the Lot and of the other Lots in the subdivision.

2.11.1 No fence, either sight or non-sight obscuring, in excess of three (3) feet in height may be located between the building line and the front yard sidewalk, and in the case of a corner lot, the building line and the sidewalk abutting the side yard. The maximum height of any fence located on the remainder of the Lot shall be six (6) feet and must be constructed of cedar and be a “good neighbor” construction type with similar material and style to other fences existing within the subdivision at the time that construction is commenced by the said applicant.

2.12 No trade, craft, business, profession, commercial, or similar type activity of any kind or nature shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, craft, business, profession, commercial, or similar type activity be kept or stored on any Lot, excepting the right of any homebuilder, contractor, and the Declarant or Declarant’s affiliates or Declarant’s designee, to construct the infrastructure of the subdivision and residences on the said Lots, and to store construction equipment and materials on said Lots in the normal course of construction of said infrastructure, residences, and/or models homes for the purposes of sales in said phases. Furthermore, during the course of construction of a dwelling, the Owner and/or his contractor shall be authorized to store construction materials and equipment on the said Lot in the normal course of construction, subject to the provisions of Section 3.1.3.

SECTION 3 - BUILDING STANDARDS

3.1 No lot shall be used except for residential purposes as a single family dwelling. There are no mobile homes or manufactured homes allowed whatsoever in any portion of the affected property. No building shall be constructed on any Lot other than one single family dwelling not to exceed 2 ½ stories in height and an attached private garage of sufficient size to store a minimum of two (2) vehicles. All houses shall be constructed to a minimum of 1,500 sq. ft. excluding the garage area and open porches. All houses shall be constructed at a minimum with horizontal lap siding (i.e., no T-111 is allowed), and all roofing material shall be at a minimum architectural composition or better; i.e., no 3-tab roofing is allowed, with the said roofing colors to be the same colors as all other houses in the affected property. Each house must have a minimum of 100 sq. ft. of masonry on the garage door side exterior of the house.

3.1.1 The foregoing provisions shall not exclude the construction of a private greenhouse, storage shed, private swimming pool, or a shelter for the protection of such swimming pool or for the storage of a boat, and/or camping trailer or motor home which are utilized for personal use; provided, however, that the location of such structure is required to be in conformity with the applicable municipal regulations, and furthermore are compatible in
design, construction, and decoration with the residence that is constructed on the said Lot, and placed on the said Lot.

3.1.2 The Declarant or its designee reserves the right to permit exceptions to the dwelling size requirement in selected locations. The Declarant or its designee may permit exceptions where architectural design enhancements provide an overall appearance and value in conformance with the remainder of the property. Such exceptions shall be made at the sole discretion or the Declarant or its designee. Under no instance shall a total number of exceptions be granted that exceed a total of one half of the total number of Lots.

3.1.3 Completion of construction of any dwelling including exterior decoration shall occur within six (6) months from the date of commencement of the said construction. During this construction period of time, the following shall occur:

3.1.3.1 All Lots shall be kept in a neat and orderly condition free of brush, vines, weeds, and other debris.

3.1.3.2 All grass on the Lot shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

3.1.3.3 All contractors and builders shall keep their job site orderly and in clean condition and shall periodically, during the course of construction, remove all construction waste materials. In the event of hardship due to inclement weather conditions, this provision may be extended by the Declarant or its designee for a reasonable period of time.

3.2 Landscaping. Prior to the occupancy of the house on a specific Lot, the front yard of the Lot upon which said house has been erected or constructed shall be fully and completely landscaped as to the planting of cultivated grass lawns. Within six (6) months from the date of occupancy, landscaping associated with the back and side yards of the said Lot must be completed. Owners are strongly encouraged to use sod for the plantings of lawns. At all times after substantial completion of the construction of a House on a Lot in the affected area and before the installation of landscaping, all yards shall be maintained so as not to be offensive in appearance nor cause or present any sort or form of hazardous or dangerous condition.

3.2.1 Watering, trimming, and all maintenance associated with the street trees required by the City of Newberg which are planted along certain streets of the subdivision are the responsibility of the owner of the Lot which is contiguous to the said trees.

3.3 Setbacks from Property Lines. Minimum setbacks on all Lots in the affected property shall be governed by the applicable City of Newberg development ordinances; provided, however, that the following lots are governed by special set back requirements which were a specific term and condition of approval by the City of Newberg associated with approval of the subdivision:

3.3.1 Lots 9, 22, 44, 45, 50, 51, and 56 may be subject to a set back adjustment as
follows:

3.3.1.1. An adjustment is permitted to allow a 12 foot front yard on the north side (E-W Antonia Way) of Lots 50 and 51, and the south side (Hazelnut Drive) of Lots 9, 22, 44, 45, and 56.

3.3.1.2. If the said adjustment set forth above in Paragraph 3.3.1.1 is exercised, the south side setbacks of Lots 9, 22, 44, 45, and 56 shall be the same, or not vary more than two (2) feet from each other. Similarly, the north side setback of Lots 50 and 51 shall not vary more than two (2) feet from each other.

3.3.1.3 If the said adjustment set forth above in Paragraph 3.3.1.1 is exercised, at least one (1) interior yard of each Lot using the adjustment shall be at least ten (10) feet (excluding accessory structures).

3.1.3.4 The said adjustment set forth above in Paragraph 3.3.1.1 is not valid for setbacks to the garage door.

3.3.2 The language set forth above associated with the special setback requirements regarding Lots 9, 22, 44, 45, 50, 51, and 56 is extrapolated herein verbatim from the City of Newberg terms and conditions of approval of the subdivision. The Declarant strongly suggests that if any person or entity has any questions regarding these special setback requirements that the person or entity consult with the City of Newberg Development Office.

SECTION 4 - EASEMENTS.

4.1 Ingress/egress, utility, drainage, and sidewalk easements are set forth on the plat of CALLISTA ESTATES.

4.1.1 A storm drain easement for the benefit of all Lots within the subdivision is set forth on the attached plat of the subdivision with the easement located on Lots 21 through 30 and with the easement more particularly described on the attached subdivision plat. The repairs, maintenance, and improvements associated with this said storm drain easement are set forth in a separate Maintenance Agreement (herein known as “Maintenance Agreement” recorded on the ___ day of __________, 2004 in Instrument # __________ of the Deed and Mortgage Records of Yamhill County, Oregon.

4.1.2 A sidewalk easement for the benefit of the general public is set forth on the attached plat of the subdivision with the easement located on Lots 29 and 30 and with the easement more particularly described on the attached subdivision plat. The repairs, maintenance, and improvements associated with this said sidewalk easement are set forth in the said Maintenance Agreement set forth herein.
SECTION 5 - MAINTENANCE OF LOTS

5.1 Each Owner of any Lot in the affected property shall maintain the condition of said Lot and any improvements thereon including, without limitation, any House, building, fencing, structure, landscaping, sidewalks, driveways, trees, shrubs, or other vegetation thereon in a reasonably clean, neat, attractive and visually pleasing manner so as to not detract from the affected property being a high-class residential neighborhood.

SECTION 6 - AMENDMENTS OR MODIFICATIONS.

6.1 This Declaration may be amended or modified by an instrument signed by not less than seventy-five percent (75%) of the then Owners of Lots in the affected property.

6.2 Any and all amendments or modifications to this Declaration must be in writing and shall be recorded as an amendment or modification to this Declaration in the official and public records of Yamhill County, Oregon.

SECTION 7 - DURATION OF THESE CCR'S.

7.1 The covenants, conditions and restrictions of this Declaration and any and all amendments and modifications hereto shall run with and bind the land and inure to the benefit of any and all Owners of Lots in the affected property, their legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this original Declaration is recorded in the official and public records of Yamhill County, Oregon. After such date, the original Declaration and any and all amendments and modifications hereto shall be automatically extended and renewed for successive periods of ten (10) years unless and until an instrument terminating the Declaration and any amendments thereto signed by the then Owners of seventy-five percent (75%) of the Lots has been executed and recorded in the official records of Yamhill County, Oregon prior to the commencement of any ten (10) year period.

SECTION 8 - MISCELLANEOUS OTHER PROVISIONS.

8.1 In constructing this Declaration, or any part hereof, stipulations that are necessary to make this Declaration or any of its terms or provisions reasonable are hereby implied. Invalidity of any of the provisions of this Declaration shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

8.2 Any provision of this Declaration and any amendments thereto shall bind and inure to the benefit of and be enforceable by the Owner or Owners of any Lot or Lots, their legal representatives, successors heirs and assigns under any type of legal or equitable relief. Failure by the Owner or Owners of any Lot or Lots, their legal representatives, successors, heirs or assigns to enforce any condition, charge or restriction of this Declaration shall in no event be deemed a waiver of the right to do so. In case any suit or action is required to be filed to enforce any term or provision hereof, the non-prevailing party is required to pay the prevailing party's
costs and attorney fees incurred in enforcement, both at trial and on appeal.

8.3 By the recording of this Declaration, each Owner shall be deemed to have consented and agreed to every term, condition, covenant and restriction contained herein.

8.4 Mortgage Protection.

8.4.1 Consent Required. Except upon the approval of Mortgagees holding Mortgages of Lots which have at least seventy-five percent (75%) of the votes of Lots which are subject to Mortgages, no amendments may be made to this Declaration which add to or amend any material provision of the Declaration which establish, provide for, govern or regulate any of the following:

8.4.2 Termination. Termination of this Declaration or any amendment thereto shall require the consent of not less than seventy-five percent (75%) of the Mortgagees holding an interest in Lots. Any such Termination of this Declaration shall be carried out by the Owners pursuant to the provisions of the Declaration, and only after a vote of the Owners as required by this Declaration.

8.4.3 Limitation. The provisions of paragraph 8.4.1 are intended only to be a limitation on the right of the Owners to amend the Declaration, and any such amendments to the Declaration shall be made only upon full compliance with the provisions of such relating to the procedure and percentage of votes required for such amendment.

8.4.4 Deemed Approval by Mortgagees. Any Mortgagee who receives a written request to approve an amendment to the Declaration or any other action to be taken, shall be deemed to have given such approval unless such Mortgagees written objection to such action is delivered to the Owners within thirty (30) days after the date of the written request.

8.5 Default by an Owner of any Obligation of the said Owner.

8.5.1 Failure by an Owner to cure any breach of the terms and conditions of these CCR’s shall be a default by such Owner of his or her obligations pursuant to these CCR’s. In case any Owner (including the Declarant) thereof is required to retain the services of an attorney to enforce any term or condition of these said CCR’s, the non-prevailing party is liable for the payment of attorney fees and costs incurred by the prevailing party, both at trial and on appeal.

8.6 Notice. Any notice under this Declaration and any amendment thereto shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the specific Owner at the mailing address of the Owner.

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

8.8. Severability. If any term or provision hereof is determined to be invalid, that invalidity has no effect upon the remaining terms and provisions hereof.

8.9. Any decisions required by the Declarant or its designee must be in writing setting forth the action taken in order to be enforceable.

8.10. Failure by the Declarant and/or its designee to require performance by any other party any of the provisions hereof shall in no way affect the Declarant's and/or its designee's rights hereunder to enforce the same, nor shall any waiver of the Declarant and/or its designee of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this non-waiver clause.

8.11. So long as the Declarant and/or its designees and/or its assigns have acted in good faith based upon actual knowledge possessed by the Declarant and/or designees and/or its assigns, neither the Declarant (including any officer and/or member) and/or its designee or assigns, to the fullest extent possible, shall be liable to any owner, occupant, contractor, builder, or any others for any damages, losses, or prejudice incurred, suffered, or claimed on account of any action or failure to act by the Declarant and/or its designees and/or its assigns.

8.12. Lots 21 through 30 are responsible for the maintenance of that planter strip and grass area west of the property line of those said Lots to the east edge of the sidewalk that is parallel to North Chehalem Drive, notwithstanding the fact that the said area is within the right of way of North Chehalem Drive.

8.13. Lots 1 and 30 through 36 are responsible for the maintenance of that planter strip and grass area north of the property line of those said Lots to the south edge of the sidewalk that is parallel to Foothills Drive, notwithstanding the fact that the said area is within the right of way of Foothills Drive.

8.14. There is no direct motor vehicle access from any lot in the said subdivision to either Chehalem Drive or Foothills Drive.

This said Declaration has been executed by at least 75% of the Owners as required in the original DECLARATION.

Callista Estates LLC
by: Black Diamond Properties LLC
Sole Member of Callista Estates LLC
by: Oakridge Estates Development Corporation, Manager of Black Diamond Estates LLC

PAGE 9 / CCR'S CALLISTA ESTATES
State of Oregon  
County of Yamhill  

Personally appeared the above-named Jeffery D. Smith before me who stated that he was the president of Oakridge Estates Development Corporation who is the manager of Black Diamond Properties LLC who is the sole member of Callista Estates LLC and who stated that he was executing the said document with the authority of the Board of Directors and who further acknowledged the foregoing instrument to be his voluntary act and deed.

Subscribed and sworn to before me this 22nd day of December, 2004.

[Signature]

Notary Public for Oregon
My commission expires October 31, 2006.
Exhibit 'A'

All of Lots 1 and 2 of County Survey No. 147c as recorded on page 4 of the Record of Town Plats No. 1 in the County of Yamhill and State of Oregon.

EXCEPTING the tract of land conveyed to Yamhill County for road purposes By instrument recorded January 26, 1959 in Film Volume 3 Page 335, Microfilm Records of Yamhill County.
CALLISTA ESTATES
FOR CALLISTA ESTATES, LLC
LOT 1 AND LOT 2, COUNTY SURVEY NO. 147-C
LOCATED IN THE JAMES MORRIS D.L.C.
The N.W. 1/4 OF SECTION 7
TOWNSHIP 3 SOUTH, RANGE 2 WEST, W.M.
CITY OF NEWBERG, YAMHILL COUNTY, OREGON

December 8, 2004

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PREPARE A SUBDIVISION Plat BASED ON BEARINGS AND
BOUNDARY DESCRIPTIONS ARE PER CS NO. 147-C, YAMHILL COUNTY SURVEY RECORDS

SURVEYOR'S CERTIFICATE

I, S. SAMANTHA B. BIBB, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED
UPON THE ATTACHED PLAT OF "CALLISTA ESTATES," A SUBDIVISION OF LOT 1 AND LOT 2, COUNTY SURVEY NO. 147-C, LOCATED IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 2 WEST, W.M. CITY OF NEWBERG, YAMHILL COUNTY, OREGON. THE BEARINGS AND DISTANCES THEREON WERE PUBLISHED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ATTACHED PLAT, RUN ALONG THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN ORYCTE COURT CASE 99-C-210 AND THE CENTERS OF FOOTINGS UNDER FOUNDATIONS OF HOUSES PROVIDED IN PARCEL PLAIN NO. 167-18 THROUGH ALONG LINES OF LOTS 8, 9, 10, 11, 12, AND PARAL. LINES OF LOTS 8, 9, 10, 11, 12, AND PARAL.

AS PER GOVERNMENT RECORDS OF THE OREGON LAND RECORDS EAST TO A DISTANCE OF 592.83 FEET, THEN ALONG THE SOUTH LINE OF "CALLISTA ESTATES" LOT 2, NORTH PARCEL WEST A DISTANCE OF 183.34 FEET TO THE NORTH LINE OF THE ATTACHED PLAT, THEN ALONG THE WEST LINE OF THE ATTACHED PLAT, CONTAINING 456.54 SQUARE FEET OR 9.33 ACRES, MORE OR LESS.

AS PER GOVERNMENT RECORDS OF THE OREGON LAND RECORDS EAST TO A DISTANCE OF 592.83 FEET, THEN ALONG THE SOUTH LINE OF "CALLISTA ESTATES" LOT 2, NORTH PARCEL WEST A DISTANCE OF 183.34 FEET TO THE NORTH LINE OF THE ATTACHED PLAT, CONTAINING 456.54 SQUARE FEET OR 9.33 ACRES, MORE OR LESS.

ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF Yamhill

TO THE ABOVE CORPORATION... THIS CERTIFICATE IS MAINTAINED FOR THE PURPOSE OF LEGALLY RECORDING THE SURVEY

SIGNATURES

STATE OF OREGON
COUNTY OF Yamhill

OFFICIALS, YAMHILL COUNTY RECORDS OFFICE, COUNTY CLERK

YAMHILL COUNTY SURVEYOR

CONSENT AFFIDAVIT

A SUBDIVISION PLAN CONSENT AFFIDAVIT FROM BANK OF AMERICA, A TRUSTEE DEBENTURE HODE, HAS BEEN RECORDED AS INSTRUMENT NO. 004557-15, YAMHILL COUNTY DEED RECORDS

CONSENT AFFIDAVIT

A SUBDIVISION PLAN CONSENT AFFIDAVIT FROM BANK OF AMERICA, A TRUSTEE DEBENTURE HODE, HAS BEEN RECORDED AS INSTRUMENT NO. 004557-15, YAMHILL COUNTY DEED RECORDS

REMAINING CORNER MONUMENTATION

IN ACCORDANCE WITH O.C.T. 30.210, THE REMAINING CORNERS OF THIS SUBDIVISION HAVE BEEN CORRECTLY SET WITH THE PROPER MONUMENTS. AN AFFIDAVIT HAS BEEN PREPARED RECORDING THE SETTING OF SUCH MONUMENTS AND IS RECORDED IN INSTRUMENT NO. 004558-15, YAMHILL COUNTY DEED RECORDS

APPROVED THIS ___ DAY OF JUNE, 2005

YAMHILL COUNTY SURVEYOR