RESERVATIONS AND RESTRICTIVE COVENANTS
COMPTON CREST

COMPTON CREST, LLC, an Oregon Limited Liability Company, hereinafter referred to as the Developer, hereby makes the following Declaration of Reservations and Restrictive Covenants for Lots 1 through 47 Compton Crest, McMinnville, Yamhill County, Oregon.

To all future owners of Lots 1 through 47 in the following subdivision:

Declaration of Reservations and Restrictive Covenants for Lots 1 through 47 of Compton Crest, a subdivision in McMinnville, Yamhill County, Oregon, the plat of which is recorded in Instrument No. 2004 22793, of the records of Yamhill County, Oregon.

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

NOW, THEREFORE, Declarant hereby declares that the subdivision and each of the lots platted therein shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which shall run with such property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEVELOPMENT AND USE RESTRICTIONS

1.1 USE OF LOTS. COMMERCIAL ACTIVITY. All lots in the subdivision shall be used for a single-family residence only. No manufactured, mobile or modular type homes will be allowed in the subdivision. No business or commercial activities of any kind shall be carried on in any living unit or on any other portion of the property except activities relating to the sale or rental of lots or living units. The right of the Owner of a Residential Lot to maintain his professional personal library, keep his personal business or professional records or accounts. The Board of Directors shall not approve commercial activities otherwise prohibited by this paragraph unless the Board of Directors determines that only normal residential activities would be observable outside of the Living Unit and that the activities would not be in violation of applicable City of McMinnville ordinances. No building shall occur within 12 feet of the centerline of the existing overhead power lines until the overhead power lines are removed by McMinnville Water & Light.

1.2 COMPLETION RULE MINIMUM REQUIREMENTS. Design consideration shall be given to maintain compatibility to the natural settings without dominating the surrounding Living Units and area. No such Living Unit shall exceed the lesser of two and one-half stories or 35 feet in height. Minimum size for a Living Unit, excluding garage, shall be as follows: a) single family detached Living Units (one story): 1800 square feet; and b) single family detached Living Units (two story): 2100 square feet. Any residence or other structure constructed on a lot shall be completed within one year after commencement.
1.3 **EXTERIOR SIDING AND COLOR.** Except as otherwise provided in this section, all exterior siding shall be of cedar, redwood or other approved wood in a tongue and groove, lap siding or an approved hardboard lap siding. Other siding materials will be judged on their merit by the Architectural Control Board after review of samples. All exterior colors must be approved. Owners may repaint with an approved color without further approval from the Architectural Control Board.

1.4 **ROOF MATERIAL.** All roofs shall be of cedar shingle, cedar shake, tile 50 year minimum architectural composition or other materials approved by the Architectural Control Board. Such other materials will be judged on their merit by the Architectural Control Board after review of samples. A minimum five in twelve pitch shall be required.

1.5 **GARAGES.** Except as proved in this section, each single family residence shall include an attached garage as an integral part of the residence, designed to enclose a minimum of two and maximum of three motor vehicles, not to exceed 10 feet in door height. Unattached garages shall be subject to the prior approval of the Architectural Control Board.

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

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

1.8 **DRIVEWAYS, FENCES, WALKS AND LANDSCAPING.** Driveways shall be of concrete slab construction only. Unless the Board approves an alternative finish, the drive surface shall be finished with a broom finish or exposed aggregate. All specific artistic effects are subject to approval. Not more than seventy percent (70%) of any lot shall be covered with an impervious material; impervious materials include all structures, decks, patios, pools, driveways, and the like. Sidewalks and paved or concrete driveways are required to be installed and maintained (on all lots) by lot owners at the lot owner's expense no later than completion of construction of the dwelling. They shall be constructed to meet all municipal or other ordinances or laws. Lot owners shall match the sidewalk color, texture and scoring pattern to the sidewalks already constructed in the subdivision. All fences shall be constructed principally of wood or masonry to maintain the aesthetic quality of the community. Fences shall be of a design approved by the Architectural Control Board. Fences shall not be higher than six (6) feet above ground level and shall not extend forward of the front level of the Living Unit. Each residence shall include landscaping which shall be completed within 6 months of occupancy. Each Lot owner shall be responsible for planting a grass lawn in the planting strip along with irrigation and maintaining the said planting strip except along Baker Creek Road. Maintenance and irrigation of the planter strips shall be in accordance with the standards required by the Developer/Homeowner Association.

1.9 **OUTSIDE RECEPTORS.** Permanent flagpoles, exterior radio and television antennae or other receptors shall not be permitted. Satellite dishes 24 inches or smaller shall be permitted.
1.10 **HEAT PUMPS AND AIR CONDITIONERS.** Placement of heat pump and condenser units shall receive special consideration to provide visual screening and noise attenuation to the neighboring Living Units and areas. Use of solar heating systems is acceptable providing that, in the opinion of the Architectural Control Board, the panels or collectors are integrated into the structure with regard to the overall appearance and design.

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

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

1.13 **SIGNS.** No signs shall be erected or displayed on any lot, living unit or street right of way without the prior written permission of the Architectural Control Board; provided such permission shall not be required for one sign no larger than 6 inches by 24 inches displaying the name and/or address of the occupant, or one temporary sign no larger than 18 inches by 24 inches advertising the lot or living unit for sale or rent, which shall be removed upon sale or rental of the lot or living unit.

1.14 **NUISANCES.** No weeds, underbrush, high grass or other unsightly growth shall be permitted to grow or remain upon the premises and no refuse pile or unsightly objects shall be placed or suffered to remain anywhere thereon. In event any owner fails to comply herewith, the Architectural Control Board may enter upon such lands and remove any such weeds, underbrush and objects at the expense of the owner and such entry shall not be deemed as trespass. In event of such removal, a lien will be created in favor of the Architectural Control Board against such lot for the full amount chargeable, which amount, together with interest thereon at the rate of 12 percent per annum from the date the cost is incurred, shall be due and payable within 30 days after the owner is billed.

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

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

1.17 **LOT MAINTENANCE.** In the event that any lot owner does not commence construction of a residence on said lot upon completion of the site improvement, the lot owner shall maintain the lot in such a manner as to keep the lot free from weeds, briars and other types of vegetation which would infiltrate lawns and landscaping of other lot owners and shall plant and maintain grass on the lot and no allow the grass to exceed 4 inches in height.

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**ARTICLE II**

**ARCHITECTURAL CONTROL**

2.1 **ARCHITECTURAL CONTROL BOARD.** In order to further insure the high quality of the residential development that takes place on the subject property, no dwelling, building, structure or other improvements shall be commenced, constructed, erected or otherwise placed upon any lot within the
subdivision unless and until the plans and specifications therefore, showing the designs, heights, materials, colors and proposed locations of such improvements, have been submitted to and approved in writing by the Architectural Control Board. In reviewing and approving or denying plans and specifications, the Architectural Control Board shall seek to maintain the compatibility of improvements within the subdivision with each other and with the natural setting within which the subdivision is located. So long as the Declarant or any person expressly designated by the Declarant as Declarant’s successor in interest owns any lot within the subdivision, the Declarant or such designated successor in interest shall be the Architectural Control Board. At such time as neither Declarant nor Declarant’s designated successor in interest owns any lot within the subdivision. The Architectural Control Board of the Compton Crest Homeowners Association shall thereupon become the Architectural Control Board, and all duties and responsibilities of the Board shall thereupon devolve upon the said Board of Directors. For purposes of further insuring the standards for development of the lands so platted, the Declarant reserves, for itself and for any successor in interest whom the Declarant may expressly designate, the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to this Declaration as the Declarant or Declarant’s designated successor in interest shall deem necessary and proper.

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

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

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

ARTICLE III
HOMEOWNERS ASSOCIATION

3.1 PURPOSE. To enhance the aesthetic appeal of the subdivision, to buffer the residents thereof from the traffic on Baker Creek Road, and to help identify the subdivision within the community, the Declarant shall construct a fence or wall inside and along those boundaries of the subdivision which are adjacent to Baker Creek Road and Merlot Drive and shall landscape portions of the property which lie within the right of way of Baker Creek Road and Pinot Noir Drive within the landscape easement areas shown on Exhibit “A”. The Declarant acknowledges that the continued maintenance and upkeep of the walls, fences and landscape areas and signs will be of vital importance to the preservation and enhancement of the property values within the subdivision, that a satisfactory maintenance program will require uniformity of actions along the entire length of the walls, fences and landscape areas, and that such a satisfactory program can best be carried out by a homeowners
association. Therefore, to facilitate the continued maintenance, repair and upkeep of the walls, fences, landscape areas and signs, the Declarant hereby constitutes itself as an unincorporated association under the name of "Compton Crest Maintenance Association" (hereinafter referred to as the Association).

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

3.1.2 **Voting.** In all matters to come before the Association, the members thereof shall have one vote for each lot owned. In the event of lot ownership by two or more persons, the vote applicable to that lot shall be cast as determined by the majority of said owners, and if they cannot reach a majority decision, the vote applicable to that lot shall be disregarded.

3.1.3 **Governance.** The affairs of the Association shall be governed by a Board of Directors, hereinafter referred to as "the Board", consisting of not less than three and not more than five persons, who need not be members of the Association. The members of the Board shall be elected for terms of one year each by the members of the Association at their annual meeting. Each member of the Board shall have one vote in all matters coming before it, and all decisions of the Board shall be by majority vote. The primary responsibilities of the Board shall be to establish each year the amount of the assessment to be levied against each platted lot within the subdivision for the ensuing year to finance the activities of the Association, and to supervise and oversee the maintenance and upkeep of the aforesaid walls, fences and landscape areas and signs. The Board shall each year select from its membership a President and Secretary-Treasurer, who shall perform the duties normally associated with those offices. Members of the Board and the officers may be compensated for their services on behalf of the Association, and may be reimbursed for reasonable expenses incurred by them in the performance of their duties.

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

3.1.5 **Assessments.** To finance the maintenance, repair and upkeep of the aforesaid walls, fences and landscape areas and signs, the Association, acting through the Board, shall have and is hereby granted the power and authority to levy annual and special assessments against the platted lots within the subdivision. Initially and until further action by the Board, an annual assessment of $150.00 is hereby levied against each such platted lot. The first annual assessment shall be paid to the Association by the owner or owners of each platted lot not later than December 1, 2004 a subsequent annual assessment shall be paid to the Association by December 1 in the year of assessment. Special assessments shall be levied only in the event of an unanticipated emergency need for additional funds to meet the needs of the Association, and shall be paid within 30 days after notice of assessment is sent to the
lot owner or owners in question. The Board shall have the power and authority to set the amount of all assessments, provided, however, that the Board shall not increase the amount of the annual assessment by more than 25 percent over the amount for the proceeding year, or levy any special assessment, except on the majority vote of those members of the Association who are present and vote at an annual or special membership meeting. From and after the date each assessment is levied, it shall constitute a lien against each of the platted lots within the subdivision, and if the owner or owners, of any such lot fails to pay the assessment within 30 days of its due date the Association may institute proceedings to foreclose the lien provided for herein and to collect from the owner or owners the amount of said assessment or any balance thereof remaining unpaid, together with interest on said sum at the rate of 12 percent per annum from the date of said assessment until paid, together with reasonable costs, including attorney's fees, incurred by the Association in such proceedings, and on any appeal thereof. No assessment shall be levied against any portion of the subdivision which has not yet been platted as a lot therein upon a plat duly recorded in the Records of Yamhill County, Oregon.

3.1.6 Application of Assessment Proceeds. All net proceeds of the assessments collected by the Association pursuant to this Declaration shall be held and applied to the payment of the costs of maintenance, repair and upkeep of the aforesaid walls, fences and landscape areas and signs, and to other costs and expenses reasonably incurred by the Association in connection with activities reasonably related to said maintenance, repair and upkeep.

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

ARTICLE IV
EASEMENTS

4.1 WALL EASEMENT. Declarant, as Grantor, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Association, as Grantee, a perpetual easement for the maintenance and repair of a landscape wall or fence with all appurtenances incident thereto or necessary therewith, which easement shall be over the full width and length of the following described premises:

AS DISCLOSED BY RECORDED PLAT OF COMPTON CRESTMORES & RESTRICTIVE COVENANTS
4.1.1 The easement shall include: (i) the right of the Association or its agents to maintain, repair, replace or remove the landscape wall or fence with all appurtenances incident thereto or necessary therewith, (ii) together with the right of the Association to cut and remove from said easement any trees and other obstructions which may endanger the safety or interfere with the use of the wall or fence placed thereon or appurtenances attached to or connected therewith, (iii) the right of ingress and egress to and over said easement at any and all times for the purpose of repairing, replacing and maintaining the signs and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement hereby granted. No building shall be constructed over the wall easement and no earth fill or embankment shall be placed within this easement without a specific written agreement between the Grantee and the Grantor, their successors or assigns. Should such specific agreement be executed, Grantee will set forth the conditions under which such fill or embankment may be placed, including a stipulation that all risks of damage to the wall or fence shall be assumed by the person seeking such agreement, and by the successors or assigns of such person.

4.1.2 Grantee will indemnify and hold harmless the Grantor, and its successors and assigns, from claims of injury to person or property as a result of the negligence of the Grantee, its agents, or employees in the construction, operation or maintenance of said wall. This instrument, and the covenants and agreements contained in this instrument, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

4.1.3 The Grantor, upon the initial installation, and the Grantee, upon each and every occasion that the same be repaired, replaced, renewed, added to or removed, shall restore the premises of the Grantor or any successor in interest of the Grantor, and any improvements disturbed by the work, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

ARTICLE V
REMEDIES; COSTS AND EXPENSES

5.1 REMEDIES FOR VIOLATIONS; RECOVERY OF COSTS AND EXPENSES. For a violation or a breach of any of the Reservation and Restrictive Covenants by any person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Developer, the Board, the lot owners or any of them individually or severally shall have the right to proceed in law or equity to recover damages for the breach hereof or to compel compliance with the terms hereof, or to prevent the violation or breach of any of the Reservations or Restrictive Covenants set forth herein, the Developer or the Board shall have the right to cause its authorized representative to go upon the lot in question and to summarily abate or remove the offending structure at the expense of the owner. Any such entry and abatement shall not be deemed a trespass. The failure to enforce any of the Reservations and Restrictive Covenants with respect to any previous violation or alleged violation shall not bar their enforcement with respect to any subsequent violation. The invalidation of any one or more of the Reservations and Restrictive Covenants by any court of competent jurisdiction shall in no way affect any of the other Reservations and Restrictive Covenants, but they shall remain in full force and effect.

In the event the Developer or the Board incurs any costs or expenses (including but not limited to attorney’s fees) in seeking to enforce these Reservations and Restrictive covenants, whether or not litigation or other proceedings are commenced, the Developer or Board shall be entitled to recover all such costs and expenses incurred by it in connection with its efforts to enforce these Reservations and Restrictive covenants. In addition, in the event the Developer, the Board or one or more lot owners commence any litigation or other proceeding against a lot owner alleged to have violated these Reservations and Restrictive Covenants, for the purpose of enforcing the same against said lot owner, or in the event the Developer, the Board or any other lot owners are named in
an action or other proceeding brought by a lot owner and pertaining to these, the prevailing party or parties in such action or proceedings shall be entitled to recover from the party or parties not prevailing therein all cost and expenses incurred by the prevailing party in such action or proceedings, including but not limited to reasonable attorney’s fees incurred at trial and upon any appeal.

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

ARTICLE VI
AMENDMENTS

6.1 AMENDMENTS OF RESERVATIONS AND RESTRICTIVE COVENANTS. These Reservations and Restrictive Covenants may be amended by the affirmative vote of the owners of not less than 2/3 of the lots within Compton Crest. So long as the Developer owns any lots within the subdivision, no amendment to these Reservations and Restrictive Covenants shall be adopted without the affirmative vote of the Developer, and the Developer shall have three votes for each lot owned, and all other lot owners shall have one vote for each lot owned. From and after the date the Developer no longer owns one or more lots within the subdivision, amendments to these Reservations and Restrictive Covenants shall not require approval by the Developer, the owner or owners of each lot shall have one vote for each lot owned, and amendments shall require the affirmative vote of the owners of not less the 2/3 of the lots within the subdivision. These Reservations and Restrictive Covenants, as amended from time to time, shall run with the land and shall be binding and for the benefit of all parties and all persons owning lots in Compton Crest, or claiming under them, until December 1, 2014, at which time they shall be automatically extended for successive periods of ten years.

IN WITNESS WHEREOF, Developer has caused this instrument to be signed by it’s duly authorized representative on this 8th day of November, 2004.

COMPTON CREST, LLC

Wildcat Development Company, member

By: ____________________________
   Steve Reimann, President

By: ____________________________
   Kris Stuberfield, Member

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Compton Crest

RESERVATIONS & RESTRICTIVE COVENANTS
On this 8th day of November, 2004, appeared Steve Reimann, President of Wildcat Development Company, Member and Kris Stubberfield, Member of Compton Crest, LLC, an Oregon Limited Liability Company, who acknowledged that the foregoing instrument was signed on behalf of said Limited Liability Company by authority of its members, as its voluntary act and deed.

Before me:

[Signature]

Notary Public for Oregon
My Commission Expires:
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
COMPTON CREST HOMEOWNERS’ ASSOCIATION, INC.
Amendment One – September 1, 2011

Compton Crest Homeowners’ Association Inc. (Declarant), an Oregon non-profit corporation, hereby makes the following Declaration of Covenants, Conditions and Restrictions for Lots 1 through 47 Compton Crest, McMinnville, Yamhill County, Oregon.

To all current and future Owners of Lots 1 through 47 in the following subdivision:

Declaration of Covenants, Conditions and Restrictions for Lots 1 through 47 of Compton Crest, a subdivision in McMinnville, Yamhill County, Oregon, the plat of which is recorded November 8, 2004 in instrument No. 2004-22793, as the records of Yamhill County.

Declarant is a type II planned community for Lots herein for single family residential development and use and is subject to the Oregon Planned Community Act. Declarant desires to subject the subdivision to the covenants, conditions, restrictions and easements set forth herein, for the benefit of such property and its present and subsequent Owners.

NOW, THEREFORE, Declarant hereby declares that the subdivision and each of the Lots platted therein shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which shall run with such property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEVELOPMENT AND USE RESTRICTIONS

1.1 USE OF LOTS, COMMERCIAL ACTIVITY. All Lots in the subdivision shall be used for a single-family residence only. No manufactured, mobile or modular type homes will be allowed in the subdivision. No retail business or commercial activities of any kind shall be carried on in any Living Unit or on any other portion of the property except activities relating to the sale or rental of Lots or Living Units. The Board of Directors (Board) shall not approve commercial activities otherwise prohibited by this paragraph unless the Board of Directors determines that only normal residential activities would be observable outside of the Living Unit and that the activities would not be in violation of applicable City of McMinnville ordinances.

1.2 COMPLETION RULE MINIMUM REQUIREMENTS. Design consideration shall be given to maintain compatibility to the natural settings without dominating the surrounding Living Units and area. No such Living Unit shall exceed the lesser of two and one-half (2-1/2) stories or thirty-five (35) feet in height. Minimum size for a Living Unit, excluding garage, shall be as follows: a) single family detached Living Units (one [1] story): 1800 square feet; b) single family detached Living Units (two [2] story): 2100 square feet. Any residence or other structure constructed on a Lot shall be completed within one year after commencement.

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

CC&R
Compton Crest HOA
1.4 **ROOF MATERIAL.** All roofs shall be of tile, fifty (50) year minimum architectural composition or other materials approved by the Architectural Control Committee. Such other materials will be judged on their merit by the Architectural Control Committee after review of samples. A minimum five-in-twelve (5/12) pitch shall be required.

1.5 **GARAGES.** Except as proved in this section, each single family residence shall include an attached garage as an integral part of the residence, designed to enclose a minimum of two (2) and maximum of three (3) motor vehicles, not to exceed ten (10) feet in door height. Unattached garages shall be subject to the prior approval of the Architectural Control Committee.

1.6 **DECKS, PATIOS, STORAGE OR ACCESSORY BUILDINGS.** All decks and covers for decks and patios must be of complimentary design and be constructed of the same material as the Living Unit. Storage or accessory buildings (such as dog houses, tool sheds, firewood, garbage, barbecue type buildings or enclosures), non-portable pools, and non-portable or affixed outdoor furniture (such as swings, backstops, picnic tables, barbecues, arbors, jungle gyms, hot tubs, etc.), shall be reasonable screened from public and neighboring view. All detached buildings must be totally enclosed and may not exceed sixteen (16) feet in height. No pole buildings are allowed. All decks, patios and detached buildings shall have exterior color, siding and roof materials and shall be of the same materials utilized in construction of the residence located on the premises. The type and locations of all such structures, pools and furniture is subject to approval by the Architectural Control Committee. Basketball hoops will be permitted, provided that they do not interfere with the neighbor’s property and the design and location are approved by the Architectural Control Committee.

1.7 **DRIVEWAYS, FENCES, WALKS AND LANDSCAPING.** Driveways shall be of concrete construction only. Unless the Architectural Control Committee approves an alternative finish, the drive surface shall be finished with a boom finish or exposed aggregate. All specific artistic effects are subject to approval. Not more than seventy percent (70%) of any Lot shall be covered with an impervious material; impervious materials include all structures, decks, patios, pools, driveways, and the like. Sidewalks and paved or concrete driveways are required to be installed and maintained on all Lots by Lot Owners at the Lot Owner’s expense no later than completion of construction of the dwelling. They shall be constructed to meet all municipal or other ordinances or laws. Lot Owners shall match the sidewalk color, texture and scoring pattern to the sidewalks already constructed in the subdivision. All fences shall be constructed principally of wood or masonry to maintain the aesthetic quality of the community. Fences shall be of a design approved by the Architectural Control Committee. Fences shall not be higher than six (6) feet above ground level and shall not extend forward of the front level of the Living Unit. Step-down fences may extend forward of the front level of the Living Unit. Each residence shall include landscaping which shall be completed within six (6) months of occupancy. Each Lot Owner shall be responsible for planting a grass lawn in the planting strip along with irrigation and maintaining the said planting strip except along Baker Creek Road. Maintenance and irrigation of the planting strips shall be in accordance with the standards required by the Declarant.

1.8 **OUTSIDE RECEPTORS.** Permanent flagpoles, exterior radio and television antennae or other receptors shall not be permitted. Satellite dishes twenty-four inches (24") or smaller shall be permitted.

1.9 **HEAT PUMPS AND AIR CONDITIONERS.** Placement of heat pump and condenser units shall receive special consideration to provide visual screening and noise attenuation to the neighboring Living Units and areas. Visual screening shall be completed within six (6) months of occupancy. Use of solar heating systems is acceptable providing that, in the opinion of the Architectural Control Committee, the panels or collectors are integrated into the structure with regard to the overall appearance and design.

1.10 **NEWSPAPER RECEPTABLES.** Newspaper receptacles are not allowed.

1.11 **TRUCKS AND RECREATIONAL VEHICLES.** For aesthetic and safety purposes, personal vehicles shall be parked on each Owner’s property. No trucks (except pickups without campers), campers, motor homes, trailers, boats, motorcycles, or similar recreational vehicles shall be parked on a Lot or street other than temporarily (in no case in excess of twenty-four (24) hours) and then solely for the purposes of loading or unloading or a service call; provided, however, that such vehicles or boats are permanently stored on the premises, they shall be stored either inside a garage or detached structure or shall be physically obscured from horizontal view from the street or continuous parcels by means of a fence or hedge-type landscaping. No vehicles of any kind shall be parked on any portion of the Lot or street while such vehicles are in a state of disrepair or while being repaired.
1.12 **SIGNS.** No signs shall be erected or displayed on any Lot, Living Unit or street right of way, without the prior written permission of the Architectural Control Committee; provided such permissions shall not be required for one sign no larger than six inches by twenty-four inches (6"x24") displaying the name and/or address of the occupant, or one temporary sign no larger than eighteen inches by twenty-four inches (18"x24") advertising the Lot or Living Unit for sale or rent, which shall be removed upon sale or rental of the Lot or Living Unit.

1.13 **NUISANCES.** No weeds, underbrush, high grass or unsightly growth shall be permitted to grow or remain upon the premises and no refuse pile or unsightly objects shall be placed or suffered to remain anywhere thereon. In event any Owner fails to comply herewith, the Architectural Control Committee may enter upon such lands and remove any such weeds, underbrush and objects at the expense of the Owner and such entry shall not be deemed as trespass. In event of such removal, a lien will be created in favor of the Architectural Control Committee against such Lot for the full amount chargeable, which amount, together with interest thereon at the rate of twelve percent (12%) per annum from the date the cost is incurred, shall be due and payable within thirty (30) days after the Owner is billed.

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

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

1.16 **LOT MAINTENANCE.** In the event that any Lot Owner does not commence construction of a residence on said Lot upon completion of the site improvements, the Lot Owner shall maintain the Lot in such a manner as to keep the Lot free from weeds, briars and other types of vegetation which would infiltrate lawns and landscaping of other Lot Owners.

The Board and/or the Owners shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

a. To collect amounts due to the Declarant from an Owner for breach of the Owner’s obligations under this Declaration, the Bylaws, or the Rules and Regulations, by vote of a majority of the Board

b. The Declarant shall levy a reimbursement assessment against any Owner and such Owner’s Lot if a failure to comply with this Declaration, Bylaws, Architectural Standards, or any Rules and Regulations has (a) necessitated an expenditure of monies by the Declarant to effect compliance or (b) resulted in the imposition of a fine or penalty against such Owner or such Owner’s Lot (a “Reimbursement Assessment”). A Reimbursement Assessment shall be due and payable to the Declarant when levied. A Reimbursement Assessment shall not be levied by the Declarant except on at least ten (10) days’ written notice to the Owner being assessed. If, within said ten (10) day period, the Owner makes a written request to the Board for a hearing, a hearing shall be held. On request for a hearing, the Board shall conduct it not less than ten (10) nor more than thirty (30) days after the request by the Owner, and shall make its decision within not more than thirty (30) days after the hearing is held. If a notice has been previously given, and the hearing has already been held or waived (in writing or by the Owner’s failure to appear) for the violation resulting in the Reimbursement Assessment, no additional notice and hearing is required before levying the Reimbursement Assessment.

**ARTICLE II**

**ARCHITECTURAL CONTROL**

2.1 **ARCHITECTURAL CONTROL COMMITTEE.** In order to further insure the high quality of the residential development that takes place on the subject property, no dwelling, building, structure or other improvements shall be commenced, constructed, erected or otherwise placed upon any Lot within the subdivision unless and until the plans and specifications therefore, showing the designs, heights, materials, colors and proposed locations of such improvement, have been submitted to and approved in writing by the Architectural Control Committee. In reviewing and approving or denying plans and specifications, the Architectural Control Committee shall seek to maintain the compatibility of improvements within the subdivision with each other and with the natural setting within which the subdivision is located. So long as the original developer or any person expressly designated by the original developer as the original developer’s successor in interest owns any Lot within the subdivision, the original developer or such designated successor in interest shall be the Architectural Control Committee. At such time as neither the original developer nor the original developer’s designed successor in interest
owns any Lot with the subdivision, the Architectural Control Committee of the Declarant shall thereupon become the Architectural Control Committee, and all duties and responsibilities of the Committee shall thereupon devolve upon the Board. For purposes of further insuring the standards for development of the lands so platted, the Declarant reserves the power to control the buildings, structures and other improvements placed on each Lot, as well as to make such exceptions to this Declaration as the Declarant shall deem necessary and proper.

2.2 APPROVAL OF PLANS. Whether or not provision therefore is specifically stated in any conveyance of a Lot, the Owner or Occupant of each Lot by acceptance of title or taking possession thereof, agrees that no building, wall or other structure shall be placed upon such Lot until the plan, specification, design, landscaping and plot plan have been approved in writing by the Architectural Control Committee. Each structure of any kind shall be placed on the premises only in accordance with the plans specifications and plot plan so approved. Refusal or approval of plans and specifications may be based on any ground including aesthetic ground, which in the sole discretion of the Architectural Control Committee, shall seem sufficient. No alteration in the exterior appearance of building or structures shall be made without like approval. If the Architectural Control Committee fails to approve or disapprove the plans within thirty (30) days after written request therefore, then such approval shall not be required, provided that no building or other structure shall be erected which violates any of the covenants herein contained.

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

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

2.5 APPOINTMENT AND REMOVAL. Declarant reserves the right to appoint all Members of the Architectural Review Committee and all replacements thereto until Compton Crest is one-hundred percent (100%) built out. The Architectural Review Committee shall consist of no fewer than three (3) Members and no more than five (5) Members. The Board reserves the right to appoint and remove Members of the Architectural Review Committee. Committee Members and persons who are not Owners but who have special expertise regarding the matters that come before the Architectural Review Committee may serve as all or some of the Architectural Review Committee’s Members. In the Board’s sole discretion, non-Owner Members of the Architectural Review Committee may be paid. The Board may appoint itself as the Architectural Review Committee or any of its Members of the Architectural Review Committee. If an Architectural Review Committee has not been appointed, the Board shall serve as the Architectural Review Committee. Except as otherwise provided in this Declaration, a majority of the Members of the Architectural Review Committee shall have the power to act on behalf of the Architectural Review Committee, without the necessity of a meeting and without the necessity of consulting the remaining Member or Members of the Architectural Review Committee. The Architectural Review Committee may render its decision only by written instrument setting forth the action taken by the Members consenting thereto.

ARTICLE III
HOMEOWNERS’ ASSOCIATION

3.1 PURPOSE. To enhance the aesthetic appeal of the subdivision, to buffer the residents thereof from the traffic on Baker Creek Road, and to help identify the subdivision with the community, the Declarant shall maintain a fence or wall inside and along those boundaries of the subdivision which are adjacent to Baker Creek Road and Merlot Drive and shall landscape portions of the property which lie within the right of way of Baker Creek Road and Merlot Drive. The Declarant acknowledges that the continued maintenance and upkeep of the walls, fences, landscape areas and signs is of vital importance to the preservation and enhancement of the property values within the subdivision, that a satisfactory maintenance program shall require uniformity of actions along the entire length of the walls, fences and landscape areas and that such a satisfactory program shall be carried out by the Board.

3.1.1 Assessments. To enhance the maintenance, repair and upkeep of the aforesaid walls, fences, landscape areas and signs, the Board shall have the power and authority to levy annual and special assessments against the platted Lots

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within the subdivision. Initially and until further action by the Board, an annual assessment of $150.00 is hereby
levied against each such platted Lot. The first annual assessment paid to the Declarant by the Owner or Owners of
each platted Lot is no later than December 1, 2004. A subsequent annual assessment shall be paid to the Board by
December 1 in the year of assessment. Special assessments shall be levied only in the event of an unanticipated
emergency need for additional funds to meet the needs of the Declarant and shall be paid within thirty (30) days
after notice of assessment is sent to the Lot Owner or Owners in question. The Board shall have the power and
authority to set the amount of all assessments, provided, however, that the Board shall not increase the amount of the
annual assessment by more than twenty-five percent (25%) over the amount for the proceeding year, or levy any
special assessment, except on the majority vote of those Members of the Declarant who are present and vote at an
annual or special membership meeting. From and after the date each assessment is levied, it shall constitute a lien
against each of the platted Lots within the subdivision, and if the Owner or Owners of any such Lot fails to pay the
assessment within thirty (30) days of its due date, the Board may institute proceedings to foreclose the lien provided
for herein and to collect from the Owner or Owners the amount of said assessment or any balance thereof remaining
unpaid, together with interest on said sum at the rate of twelve percent (12%) per annum from the date of said
assessment until paid, together with reasonable costs, including attorney’s fees, incurred by the Board in such
proceedings, and on any appeal thereof. No assessment shall be levied against any portion of the subdivision which
has not yet been platted as a Lot therein upon a plat duly recorded in the Records of Yamhill County, Oregon.

3.1.2 Application of Assessment Proceeds. All net proceeds of the assessments collected by the Board pursuant to this
Declaration shall be held and applied to the payment of the costs of maintenance, repair and upkeep of the aforesaid
walls, fences, landscape areas and signs, and to other costs and expenses reasonably incurred by the Board in
connection with activities reasonably related to said maintenance, repair and upkeep.

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

ARTICLE IV
EASEMENTS

4.1 WALL EASEMENT. Declarant for valuable consideration, the receipt and sufficiency of which is hereby acknowledge,
does hereby grant a perpetual easement for the maintenance and repair of a landscape wall or fence with all appurtenances
incident thereto or necessary therewith, which easement shall be over the full width and length of the following described
premises:

AS DISCLOSED BY RECORDED PLAT OF COMPTON CREST, PLAT NUMBER 2004-22793 RECORDED
NOVEMBER 8, 2004

4.1.1 The easement shall include: (i) the right of the Board or its agents to maintain, repair, replace or remove the
landscape wall or fence with all appurtenances incident thereto or necessary therewith, (ii) the right of the Board to
cut and remove from said easement any trees and other obstructions which may endanger the safety or interfere with
the use of the wall or fence placed thereon or appurtenances attached to or connected therewith, (iii) the right of
ingress and egress to and over said easement at any and all times for the purpose of repairing, replacing and
maintaining the signs and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment
of the easement hereby granted. No building shall be constructed over the wall easement and no earth fill or
embankment shall be placed within this easement without a specific written agreement by the Board. Should such
specific agreement be executed, the Board shall set forth the conditions under which such fill or embankment may
be placed, including a stipulation that all risks of damage to the wall or fence shall be assumed by the person seeking
such agreement, and by the successors or assigns of such person.

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4.1.2 Upon the initial installation and upon each and every occasion that the same be repaired, replaced, renewed, added to or removed, Declarant shall ensure the restoration of the premises and any improvements disturbed by the work, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

ARTICLE V
REMEDIES; COSTS AND EXPENSES

5.1.1 REMEDIES FOR VIOLATIONS; RECOVERY OF COSTS AND EXPENSES. For a violation or a breach of any of the Covenants, Conditions and Restrictions by any person claiming by, through or under the Architectural Control Committee or by virtue of any judicial proceedings, the Architectural Control Committee, the Board, the Lot Owners or any of them individually or severally shall have the right to proceed in law or equity to recover damages for the breach hereof or to compel compliance with the terms hereof, or to prevent the violation or breach of any of the Covenants, Conditions and Restrictions set forth herein. The Architectural Control Committee or the Board shall have the right to cause its authorized representative to go upon the Lot in question and to summarily abate or remove the offending structure at the expense of the Owner. Any such entry and abatement shall not be deemed a trespass. The failure to enforce any of the Covenants, Conditions and Restrictions with respect to any previous violation or alleged violation shall not bar their enforcement with respect to any subsequent violation. The invalidation of any one or more of the Covenants, Conditions and Restrictions by any court of competent jurisdiction shall in no way affect any of the other Covenants, Conditions and Restrictions, but they shall remain in full force and effect.

In the event the Architectural Control Committee or the Board incurs any costs or expenses, including but not limited to attorney’s fees, in seeking to enforce these Covenants, Conditions and Restrictions, whether or not litigation or other proceedings are commenced, the Board shall be entitled to recover all such costs and expenses incurred by it in connection with its efforts to enforce these Covenants, Conditions and Restrictions. In addition, in the event the Architectural Control Committee, the Board or one or more Lot Owners commence any litigation or other proceeding against a Lot Owner alleged to have violated these Covenants, Conditions and Restrictions, for the purpose of enforcing the same against said Lot Owner, or in the event the Architectural Control Committee, the Board or any other Lot Owners are named in an action or other proceeding brought by a Lot Owner and pertaining to these, the prevailing party or parties in such action or proceedings shall be entitled to recover from the party or parties not prevailing therein all costs and expenses incurred by the prevailing party in such action or proceedings, including but not limited to reasonable attorney’s fees incurred at trial and upon any appeal.

The Board retains the right to levy fines to Owners in non-compliance.

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

ARTICLE VI
AMENDMENTS

1. 6.1 AMENDMENTS OF COVENANTS, CONDITIONS AND RESTRICTIONS. These Covenants, Conditions and Restrictions may be amended by the affirmative vote of the Owners of not less than seventy-five percent (75%) of the Lots within Compton Crest. All Lot Owners shall have one vote for each Lot owned. Amendments to these Covenants, Conditions and Restrictions shall require approval by the Owner or Owners of each Lot and shall have one (1) vote for each Lot owned, and amendments shall require the affirmative vote of the Owners of not less than seventy-five percent (75%) of the Lots within the subdivision. These Covenants, Conditions and Restrictions, as amended from time to time, shall run with the land and shall be binding and for the benefit of all parties and all persons owning Lots in Compton Crest, or claiming under them, until December 1, 2014, at which time they shall be automatically extended for successive periods of ten (10) years.

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IN WITNESS WHEREOF, Declarant has caused this instrument to be signed by its duly authorized representative on this 17th day of October, 2011.

COMPTON CREST HOMEOWNERS’ ASSOCIATION, INC.

By Mark M. Hyder

MARK HYDER

STATE OF OREGON

) ss:

County of Yamhill

On this 17th day of October, 2011, appeared Mark Hyder, President of the Compton Crest Homeowners’ Association, Inc. Board of Directors, who acknowledged that the foregoing instrument was signed on behalf of the Compton Crest Homeowners’ Association, Inc., by authority of its members, as its voluntary act and deed.

Before me:

[Seal]

Deborah D. Carlstrom
Notary Public for Oregon
My Commission Expires: 7-9-12

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Compton Crest HOA
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
COMPTON CREST HOMEOWNERS' ASSOCIATION, INC.
Amendment One – September 1, 2011

Compton Crest Homeowners' Association Inc. (Declarant), an Oregon non-profit corporation, hereby makes the following Declaration of Covenants, Conditions and Restrictions for Lots 1 through 47 Compton Crest, McMinnville, Yamhill County, Oregon.

To all current and future Owners of Lots 1 through 47 in the following subdivision:

Declaration of Covenants, Conditions and Restrictions for Lots 1 through 47 of Compton Crest, a subdivision in McMinnville, Yamhill County, Oregon, the plat of which is recorded November 8, 2004 in instrument No. 2004-22793, as the records of Yamhill County.

Declarant is a type II planned community for Lots herein for single family residential development and use and is subject to the Oregon Planned Community Act. Declarant desires to subject the subdivision to the covenants, conditions, restrictions and easements set forth herein, for the benefit of such property and its present and subsequent Owners.

NOW, THEREFORE, Declarant hereby declares that the subdivision and each of the Lots platted therein shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which shall run with such property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEVELOPMENT AND USE RESTRICTIONS

1.1 USE OF LOTS, COMMERCIAL ACTIVITY. All Lots in the subdivision shall be used for a single-family residence only. No manufactured, mobile or modular type homes will be allowed in the subdivision. No retail business or commercial activities of any kind shall be carried on in any Living Unit or on any other portion of the property except activities relating to the sale or rental of Lots or Living Units. The Board of Directors (Board) shall not approve commercial activities otherwise prohibited by this paragraph unless the Board of Directors determines that only normal residential activities would be observable outside of the Living Unit and that the activities would not be in violation of applicable City of McMinnville ordinances.

1.2 COMPLETION RULE MINIMUM REQUIREMENTS. Design consideration shall be given to maintain compatibility to the natural settings without dominating the surrounding Living Units and area. No such Living Unit shall exceed the lesser of two and one-half (2-1/2) stories or thirty-five (35) feet in height. Minimum size for a Living Unit, excluding garage, shall be as follows: a) single family detached Living Units (one [1] story): 1800 square feet; b) single family detached Living Units (two [2] story): 2100 square feet. Any residence or other structure constructed on a Lot shall be completed within one year after commencement.

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

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1.4 **ROOF MATERIAL.** All roofs shall be of tile, fifty (50) year minimum architectural composition or other materials approved by the Architectural Control Committee. Such other materials will be judged on their merit by the Architectural Control Committee after review of samples. A minimum five-in-twelve (5/12) pitch shall be required.

1.5 **GARAGES.** Except as proved in this section, each single family residence shall include an attached garage as an integral part of the residence, designed to enclose a minimum of two (2) and maximum of three (3) motor vehicles, not to exceed ten (10) feet in door height. Unattached garages shall be subject to the prior approval of the Architectural Control Committee.

1.6 **DECKS, PATIOS, STORAGE OR ACCESSORY BUILDINGS.** All decks and covers for decks and patios must be of complimentary design and be constructed of the same material as the Living Unit. Storage or accessory buildings (such as dog houses, tool sheds, firewood, garbage, barbecue type buildings or enclosures), non-portable pools, and non-portable or affixed outdoor furniture (such as swings, backstops, picnic tables, barbecues, arbors, jungle gyms, hot tubs, etc.), shall be reasonable screened from public and neighboring view. All detached buildings must be totally enclosed and may not exceed sixteen (16) feet in height. No pole buildings are allowed. All decks, patios and detached buildings shall have exterior color, siding and roof materials and shall be of the same materials utilized in construction of the residence located on the premises. The type and locations of all such structures, pools and furniture is subject to approval by the Architectural Control Committee. Basketball hoops will be permitted, provided that they do not interfere with the neighbor's property and the design and location are approved by the Architectural Control Committee.

1.7 **DRIVEWAYS, FENCES, WALKS AND LANDSCAPING.** Driveways shall be of concrete construction only. Unless the Architectural Control Committee approves an alternative finish, the drive surface shall be finished with a booms finish or exposed aggregate. All specific artistic effects are subject to approval. Not more than seventy percent (70%) of any Lot shall be covered with an impervious material; impervious materials include all structures, decks, patios, pools, driveways, and the like. Sidewalks and paved or concrete driveways are required to be installed and maintained on all Lots by Lot Owners at the Lot Owner’s expense no later than completion of construction of the dwelling. They shall be constructed to meet all municipal or other ordinances or laws. Lot Owners shall match the sidewalk color, texture and scoring pattern to the sidewalks already constructed in the subdivision. All fences shall be constructed principally of wood or masonry to maintain the aesthetic quality of the community. Fences shall be of a design approved by the Architectural Control Committee. Fences shall not be higher than six (6) feet above ground level and shall not extend forward of the front level of the Living Unit. Step-down fences may extend forward of the front level of the Living Unit. Each residence shall include landscaping which shall be completed within six (6) months of occupancy. Each Lot Owner shall be responsible for planting a grass lawn in the planting strip along with irrigation and maintaining the said planting strip except along Baker Creek Road. Maintenance and irrigation of the planting strips shall be in accordance with the standards required by the Declarant.

1.8 **OUTSIDE RECEPTORS.** Permanent flagpoles, exterior radio and television antennae or other receptors shall not be permitted. Satellite dishes twenty-four inches (24") or smaller shall be permitted.

1.9 **HEAT PUMPS AND AIR CONDITIONERS.** Placement of heat pump and condenser units shall receive special consideration to provide visual screening and noise attenuation to the neighboring Living Units and areas. Visual screening shall be completed within six (6) months of occupancy. Use of solar heating systems is acceptable providing that, in the opinion of the Architectural Control Committee, the panels or collectors are integrated into the structure with regard to the overall appearance and design.

1.10 **NEWSPAPER RECEPTABLES.** Newspaper receptacles are not allowed.

1.11 **TRUCKS AND RECREATIONAL VEHICLES.** For aesthetic and safety purposes, personal vehicles shall be parked on each Owner’s property. No trucks (except pickups without campers), campers, motor homes, trailers, boats, motorcycles, or similar recreational vehicles shall be parked on a Lot or street other than temporarily (in no case in excess of twenty-four (24) hours) and then solely for the purposes of loading or unloading or a service call; provided, however, that such vehicles or boats are permanently stored on the premises, they shall be stored either inside a garage or detached structure or shall be physically obscured from horizontal view from the street or continuous parcels by means of a fence or hedge-type landscaping. No vehicles of any kind shall be parked on any portion of the Lot or street while such vehicles are in a state of disrepair or while being repaired.

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1.12 **SIGNS.** No signs shall be erected or displayed on any Lot, Living Unit or street right of way, without the prior written permission of the Architectural Control Committee; provided such permissions shall not be required for one sign no larger than six inches by twenty-four inches (6"x24") displaying the name and/or address of the occupant, or one temporary sign no larger than eighteen inches by twenty-four inches (18"x24") advertising the Lot or Living Unit for sale or rent, which shall be removed upon sale or rental of the Lot or Living Unit.

1.13 **NUISANCES.** No weeds, underbrush, high grass or unsightly growth shall be permitted to grow or remain upon the premises and no refuse pile or unsightly objects shall be placed or suffered to remain anywhere thereon. In event any Owner fails to comply herewith, the Architectural Control Committee may enter upon such lands and remove any such weeds, underbrush and objects at the expense of the Owner and such entry shall not be deemed trespass. In event of such removal, a lien will be created in favor of the Architectural Control Committee against such Lot for the full amount chargeable, which amount, together with interest thereon at the rate of twelve percent (12%) per annum from the date the cost is incurred, shall be due and payable within thirty (30) days after the Owner is billed.

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

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

1.16 **LOT MAINTENANCE.** In the event that any Lot Owner does not commence construction of a residence on said Lot upon completion of the site improvements, the Lot Owner shall maintain the Lot in such a manner as to keep the Lot free from weeds, briars and other types of vegetation which would infiltrate lawns and landscaping of other Lot Owners.

The Board and/or the Owners shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

a. To collect amounts due to the Declarant from an Owner for breach of the Owner’s obligations under this Declaration, the Bylaws, or the Rules and Regulations, by vote of a majority of the Board

b. The Declarant shall levy a reimbursement assessment against any Owner and such Owner’s Lot if a failure to comply with this Declaration, Bylaws, Architectural Standards, or any Rules and Regulations has (a) necessitated an expenditure of monies by the Declarant to effect compliance or (b) resulted in the imposition of a fine or penalty against such Owner or such Owner’s Lot (a “Reimbursement Assessment”). A Reimbursement Assessment shall be due and payable to the Declarant when levied. A Reimbursement Assessment shall not be levied by the Declarant except on at least ten (10) days’ written notice to the Owner being assessed. If, within said ten (10) day period, the Owner makes a written request to the Board for a hearing, a hearing shall be held. On request for a hearing, the Board shall conduct it not less than ten (10) nor more than thirty (30) days after the request by the Owner, and shall make its decision within not more than thirty (30) days after the hearing is held. If a notice has been previously given, and the hearing has already been held or waived (in writing or by the Owner’s failure to appear) for the violation resulting in the Reimbursement Assessment, no additional notice and hearing is required before levying the Reimbursement Assessment.

**ARTICLE II**

**ARCHITECTURAL CONTROL**

2.1 **ARCHITECTURAL CONTROL COMMITTEE.** In order to further insure the high quality of the residential development that takes place on the subject property, no dwelling, building, structure or other improvements shall be commenced, constructed, erected or otherwise placed upon any Lot within the subdivision unless and until the plans and specifications therefore, showing the designs, heights, materials, colors and proposed locations of such improvement, have been submitted to and approved in writing by the Architectural Control Committee. In reviewing and approving or denying plans and specifications, the Architectural Control Committee shall seek to maintain the compatibility of improvements within the subdivision with each other and with the natural setting within which the subdivision is located. So long as the original developer or any person expressly designated by the original developer as the original developer’s successor in interest owns any Lot within the subdivision, the original developer or such designated successor in interest shall be the Architectural Control Committee. At such time as neither the original developer nor the original developer’s designed successor in interest

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owns any Lot with the subdivision, the Architectural Control Committee of the Declarant shall thereupon become the Architectural Control Committee, and all duties and responsibilities of the Committee shall thereupon devolve upon the Board. For purposes of further insuring the standards for development of the lands so platted, the Declarant reserves the power to control the buildings, structures and other improvements placed on each Lot, as well as to make such exceptions to this Declaration as the Declarant shall deem necessary and proper.

2.2 APPROVAL OF PLANS. Whether or not provision therefore is specifically stated in any conveyance of a Lot, the Owner or Occupant of each Lot by acceptance of title or taking possession thereof, agrees that no building, wall or other structure shall be placed upon such Lot until the plan, specification, design, landscaping and plot plan have been approved in writing by the Architectural Control Committee. Each structure of any kind shall be placed on the premises only in accordance with the plans specifications and plot plan so approved. Refusal or approval of plans and specifications may be based on any ground including aesthetic ground, which in the sole discretion of the Architectural Control Committee, shall seem sufficient. No alteration in the exterior appearance of building or structures shall be made without like approval. If the Architectural Control Committee fails to approve or disapprove the plans within thirty (30) days after written request therefore, then such approval shall not be required, provided that no building or other structure shall be erected which violates any of the covenants herein contained.

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

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

2.5 APPOINTMENT AND REMOVAL. Declarant reserves the right to appoint all Members of the Architectural Review Committee and all replacements thereto until Compton Crest is one-hundred percent (100%) built out. The Architectural Review Committee shall consist of no fewer than three (3) Members and no more than five (5) Members. The Board reserves the right to appoint and remove Members of the Architectural Review Committee. Committee Members and persons who are not Owners but who have special expertise regarding the matters that come before the Architectural Review Committee may serve as all or some of the Architectural Review Committee’s Members. In the Board’s sole discretion, non-Owner Members of the Architectural Review Committee may be paid. The Board may appoint itself as the Architectural Review Committee or any of its Members of the Architectural Review Committee. If an Architectural Review Committee has not been appointed, the Board shall serve as the Architectural Review Committee. Except as otherwise provided in this Declaration, a majority of the Members of the Architectural Review Committee shall have the power to act on behalf of the Architectural Review Committee, without the necessity of a meeting and without the necessity of consulting the remaining Member or Members of the Architectural Review Committee. The Architectural Review Committee may render its decision only by written instrument setting forth the action taken by the Members consenting thereto.

ARTICLE III
HOMEOWNERS’ ASSOCIATION

3.1 PURPOSE. To enhance the aesthetic appeal of the subdivision, to buffer the residents thereof from the traffic on Baker Creek Road, and to help identify the subdivision with the community, the Declarant shall maintain a fence or wall inside and along those boundaries of the subdivision which are adjacent to Baker Creek Road and Merlot Drive and shall landscape portions of the property which lie within the right of way of Baker Creek Road and Merlot Drive. The Declarant acknowledges that the continued maintenance and upkeep of the walls, fences, landscape areas and signs is of vital importance to the preservation and enhancement of the property values within the subdivision, that a satisfactory maintenance program shall require uniformity of actions along the entire length of the walls, fences and landscape areas and that such a satisfactory program shall be carried out by the Board.

3.1.1 Assessments. To enhance the maintenance, repair and upkeep of the aforesaid walls, fences, landscape areas and signs, the Board shall have the power and authority to levy annual and special assessments against the platted Lots
within the subdivision. Initially and until further action by the Board, an annual assessment of $150.00 is hereby levied against each such platted Lot. The first annual assessment paid to the Declarant by the Owner or Owners of each platted Lot is no later than December 1, 2004. A subsequent annual assessment shall be paid to the Board by December 1 in the year of assessment. Special assessments shall be levied only in the event of an unanticipated emergency need for additional funds to meet the needs of the Declarant and shall be paid within thirty (30) days after notice of assessment is sent to the Lot Owner or Owners in question. The Board shall have the power and authority to set the amount of all assessments, provided, however, that the Board shall not increase the amount of the annual assessment by more than twenty-five percent (25%) over the amount for the proceeding year, or levy any special assessment, except on the majority vote of those Members of the Declarant who are present and vote at an annual or special membership meeting. From and after the date each assessment is levied, it shall constitute a lien against each of the platted Lots within the subdivision, and if the Owner or Owners of any such Lot fails to pay the assessment within thirty (30) days of its due date, the Board may institute proceedings to foreclose the lien provided for herein and to collect from the Owner or Owners the amount of said assessment or any balance thereof remaining unpaid, together with interest on said sum at the rate of twelve percent (12%) per annum from the date of said assessment until paid, together with reasonable costs, including attorney’s fees, incurred by the Board in such proceedings, and on any appeal thereof. No assessment shall be levied against any portion of the subdivision which has not yet been platted as a Lot therein upon an plat duly recorded in the Records of Yamhill County, Oregon.

3.1.2 Application of Assessment Proceeds. All net proceeds of the assessments collected by the Board pursuant to this Declaration shall be held and applied to the payment of the costs of maintenance, repair and upkeep of the aforesaid walls, fences, landscape areas and signs, and to other costs and expenses reasonably incurred by the Board in connection with activities reasonably related to said maintenance, repair and upkeep.

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

ARTICLE IV
EASEMENTS

4.1 WALL EASEMENT. Declarant for valuable consideration, the receipt and sufficiency of which is hereby acknowledge, does hereby grant a perpetual easement for the maintenance and repair of a landscape wall or fence with all appurtenances incident thereto or necessary therewith, which easement shall be over the full width and length of the following described premises:

AS DISCLOSED BY RECORDED PLAT OF COMPTON CREST, PLAT NUMBER 2004-22793 RECORDED NOVEMBER 8, 2004

4.1.1 The easement shall include: (i) the right of the Board or its agents to maintain, repair, replace or remove the landscape wall or fence with all appurtenances incident thereto or necessary therewith, (ii) the right of the Board to cut and remove from said easement any trees and other obstructions which may endanger the safety or interfere with the use of the wall or fence placed thereon or appurtenances attached to or connected therewith, (iii) the right of ingress and egress to and over said easement at any and all times for the purpose of repairing, replacing and maintaining the signs and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement hereby granted. No building shall be constructed over the wall easement and no earth fill or embankment shall be placed within this easement without a specific written agreement by the Board. Should such specific agreement be executed, the Board shall set forth the conditions under which such fill or embankment may be placed, including a stipulation that all risks of damage to the wall or fence shall be assumed by the person seeking such agreement, and by the successors or assign of such person.

CC&R
Compton Crest HOA
4.1.2 Upon the initial installation and upon each and every occasion that the same be repaired, replaced, renewed, added to or removed, Declarant shall ensure the restoration of the premises and any improvements disturbed by the work, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

ARTICLE V
REMEDIES; COSTS AND EXPENSES

5.1.1 REMEDIES FOR VIOLATIONS; RECOVERY OF COSTS AND EXPENSES. For a violation or a breach of any of the Covenants, Conditions and Restrictions by any person claiming by, through or under the Architectural Control Committee or by virtue of any judicial proceedings, the Architectural Control Committee, the Board, the Lot Owners or any of them individually or severally shall have the right to proceed in law or equity to recover damages for the breach hereof or to compel compliance with the terms hereof, or to prevent the violation or breach of any of the Covenants, Conditions and Restrictions set forth herein. The Architectural Control Committee or the Board shall have the right to cause its authorized representative to go upon the Lot in question and to summarily abate or remove the offending structure at the expense of the Owner. Any such entry and abatement shall not be deemed a trespass. The failure to enforce any of the Covenants, Conditions and Restrictions with respect to any previous violation or alleged violation shall not bar their enforcement with respect to any subsequent violation. The invalidation of any one or more of the Covenants, Conditions and Restrictions by any court of competent jurisdiction shall in no way affect any of the other Covenants, Conditions and Restrictions, but they shall remain in full force and effect.

In the event the Architectural Control Committee or the Board incurs any costs or expenses, including but not limited to attorney’s fees, in seeking to enforce these Covenants, Conditions and Restrictions, whether or not litigation or other proceedings are commenced, the Board shall be entitled to recover all such costs and expenses incurred by it in connection with its efforts to enforce these Covenants, Conditions and Restrictions. In addition, in the event the Architectural Control Committee, the Board or one or more Lot Owners commence any litigation or other proceeding against a Lot Owner alleged to have violated these Covenants, Conditions and Restrictions, for the purpose of enforcing the same against said Lot Owner, or in the event the Architectural Control Committee, the Board or any other Lot Owners are named in an action or other proceeding brought by a Lot Owner and pertaining to these, the prevailing party or parties in such action or proceedings shall be entitled to recover from the party or parties not prevailing therein all cost and expenses incurred by the prevailing party in such action or proceedings, including but not limited to reasonable attorney’s fees incurred at trial and upon any appeal.

The Board retains the right to levy fines to Owners in non-compliance.

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

ARTICLE VI
AMENDMENTS

1. 6.1 AMENDMENTS OF COVENANTS, CONDITIONS AND RESTRICTIONS. These Covenants, Conditions and Restrictions may be amended by the affirmative vote of the Owners of not less than seventy-five percent (75%) of the Lots within Compton Crest. All Lot Owners shall have one vote for each Lot owned. Amendments to these Covenants, Conditions and Restrictions shall require approval by the Owner or Owners of each Lot and shall have one (1) vote for each Lot owned, and amendments shall require the affirmative vote of the Owners of not less than seventy-five percent (75%) of the Lots within the subdivision. These Covenants, Conditions and Restrictions, as amended from time to time, shall run with the land and shall be binding and for the benefit of all parties and all persons owning Lots in Compton Crest, or claiming under them, until December 1, 2014, at which time they shall be automatically extended for successive periods of ten (10) years.

CC&R
Compton Crest HOA
IN WITNESS WHEREOF, Declarant has caused this instrument to be signed by its duly authorized representative on this 17th day of October, 2011.

COMPTON CREST HOMEOWNERS' ASSOCIATION, INC.

By

Mark Hyder

STATE OF OREGON

) ss:

County of Yamhill

On this 17th day of October, 2011, appeared Mark Hyder, President of the Compton Crest Homeowners' Association, Inc. Board of Directors, who acknowledged that the foregoing instrument was signed on behalf of the Compton Crest Homeowners' Association, Inc., by authority of its members, as its voluntary act and deed.

Before me:

[Signature]

Notary Public for Oregon
My Commission Expires: 7-9-12

CC&R
Compton Crest HOA
A Subdivision in the Northwestern Quarter of Section 17, Township 4 South, Range 4 West, Willamette Meridian, City of McMinnville, Yamhill County, Oregon.

Docket No. City of McMinnville 58-04

Date: 8 October 2004

SURVEYORS CERTIFICATE

L. Nathan Wagner, a Registered Professional Land Surveyor in the State of Oregon, do hereby certify that I have correctly surveyed and marked with proper monuments the lots and right of ways herein known as "COMPTON CREST", the boundary of which is described as follows:

Beginning at the initial point, said being a 5/8" iron rod set at the southeast corner of Parcel 1 of Yamhill County Partition Plat 2000-37; thence north 00°07'05" West 797.85 feet along the east line of said Parcel 1 to an iron rod; thence north 88°39'15" West 541.75 feet to an iron rod on the east line of Parcel 2 of said Partition Plat 2000-37; thence South 02°17'35" West 290.53 feet along the east line of said Parcel 2 to an iron rod on the northwest corner of said Parcel 2; thence north 00°07'05" East 797.85 feet along the east line of said Parcel 2 to an iron rod on the northeast corner of said Parcel 2; thence north 88°39'15" West 541.75 feet along the north line of said Parcel 2 to an iron rod on the west line of said Parcel 2; thence South 02°17'35" East 290.53 feet along the west line of said Parcel 2 to the point of beginning.

(1) This subdivision is subject to covenants, conditions and restrictions recorded in instrument No. 20004443, Yamhill County Deed Records.

(2) Pursuant to City of McMinnville Ord. 4282, a fine shall be paid by each lot at the time of application for a building permit.

(3) A 25.00 foot wide access and utility easement for the benefit of the City of McMinnville, by and through its Water & Light Commission, and for the benefit of Lot 18 and Lot 19 and Lot 20. Easement is bounded on three sides by lots 18, 19 and 20. See Detail "A".

(4) A 5 foot x 15 foot utility easement for the benefit of the City of McMinnville, by and through its Water & Light Commission, and for the benefit of Lot 18 and Lot 19 and Lot 20. Easement is bounded on three sides by lots 18, 19 and 20. See Detail "A".

(5) A 5 foot x 15 foot utility easement for the benefit of the City of McMinnville, by and through its Water & Light Commission, and for the benefit of Lot 18 and Lot 19 and Lot 20. Easement is bounded on three sides by lots 18, 19 and 20. See Detail "B".

(6) A 10 foot wide utility easement across Lot 19, being adjacent to the west & north line of Lot 19 and beginning at a point on the north line of Lot 20, thence northwesterly 306.65 feet along the north line of Lot 19 and then extending northwesterly along the north line of Lot 19 and Lot 20. See Detail "B".

(7) A 5 foot x 15 foot utility easement across Lot 19, being adjacent to the west & north line of Lot 19 and beginning at a point on the north line of Lot 20, thence northwesterly 306.65 feet along the north line of Lot 19 and then extending northwesterly along the north line of Lot 19 and Lot 20. See Detail "B".

(8) A 10 foot wide utility easement across Lot 19, being adjacent to the west & north line of Lot 19 and beginning at a point on the north line of Lot 20, thence northwesterly 306.65 feet along the north line of Lot 19 and then extending northwesterly along the north line of Lot 19 and Lot 20. See Detail "B".

(9) An access and utility easement for the benefit of the City of McMinnville, by and through its Water & Light Commission, and for the benefit of Lot 18 and Lot 19 and Lot 20. Easement is bounded on three sides by lots 18, 19 and 20. See Detail "C".

(10) A 5 foot x 15 foot utility easement for the benefit of the City of McMinnville, by and through its Water & Light Commission, and for the benefit of Lot 18 and Lot 19 and Lot 20. Easement is bounded on three sides by lots 18, 19 and 20. See Detail "C".

(11) A 5 foot x 15 foot utility easement for the benefit of the City of McMinnville, by and through its Water & Light Commission, and for the benefit of Lot 18 and Lot 19 and Lot 20. Easement is bounded on three sides by lots 18, 19 and 20. See Detail "C".

(12) A 5 foot x 15 foot utility easement for the benefit of the City of McMinnville, by and through its Water & Light Commission, and for the benefit of Lot 18 and Lot 19 and Lot 20. Easement is bounded on three sides by lots 18, 19 and 20. See Detail "C".

(13) A 20.00 foot wide access and utility easement for the benefit of the City of McMinnville, by and through its Water & Light Commission, and for the benefit of Lot 18 and Lot 19 and Lot 20. Easement extends from Pinet hollow Drive and terminates on the north line of Lots 6 & 7. See Detail "C".

(14) A 5 foot wide utility easement across Lot 5, being adjacent to the south line of Lot 5 and beginning at a point on the line between Lot 5 & 6 that is 35 feet southwesterly of the northeast corner of Lot 5 and then extending southeasterly along the line between Lots 5 & 6 that is 35 feet southwesterly of the northeast corner of Lot 5 and Lot 6 and extending northwesterly until an intersection with an easement listed in Note 13. Easement is for the benefit of the City of McMinnville, by and through its Water & Light Commission, and for the benefit of Lot 5. See Detail "E".

(15) A 5 foot wide utility easement across Lot 7, being adjacent to the west line of Lot 7 and beginning at a point on the line between Lot 6 & 7 that is 35 feet southwesterly of the northeast corner of Lot 6 and then extending southeasterly along the line between Lots 6 & 7 that is 35 feet southwesterly of the northeast corner of Lot 6 and Lot 7 and extending northwesterly until an intersection with an easement listed in Note 13. Easement is for the benefit of the City of McMinnville, by and through its Water & Light Commission, and for the benefit of Lot 7. See Detail "E".

(16) Direct vehicular access onto Baker Creek Road from lots 14 through 19, 43 and 44 is not allowed. Direct vehicular access onto Pinet hollow Drive from lots 12, 15, 16 and 17 is not allowed.

(17) An existing 70 foot wide public utility easement for the benefit of the City of McMinnville, by and through its Water & Light Commission, and for the benefit of Lots 1 through 41, and for the benefit of Lots 42 and 43. This easement is recorded in instrument No. 20004436, Yamhill County Deed Records. This easement has not been shown because it will be within public property at this time. This easement was intended to replace the original utility easements serving the homes within and adjacent to the subdivision.

(18) 15.00 Foot wide public sewer easement.

(19) A utility easement for the benefit of the City of McMinnville, by and through its Water & Light Commission, and for the benefit of Lot 47 and Lot 48 and adjacent to lots on two sides. See Detail "C".

Sheet 5 of 6

5002
DECLARATION

KNOW ALL MEN BY THESE PRESENTS that COMPTON CREST, L.L.C., is the owner of the land, as is, and THE CITRUS GROUP, INC., an Oregon Corporation, is the holder of a Deed of Trust, as recorded in Instrument No. 2004-08806, and Instrument No. 2004-13867, Yamhill County Deed Records, of the lands represented on the attached map and more particularly described in the Surveyor's Certificate and have caused said lands to be surveyed and platted into lots, streets, right of way and easements as shown and noted on the attached map, in accordance with the provisions of the respective O.S., and the standards of the City of McMinnville, to be dedicated as COMPTON CREST. We the undersigned do hereby dedicate for the public use forever all streets, rights of way, and easements for the purposes shown and noted on the attached map, and those easements shown and noted herein as benefiting the City of McMinnville, by and through its Water & Light Commission.

Steve Remann
Representative for COMPTON CREST, L.L.C.

ACKNOWLEDGEMENT

STATE OF OREGON )

COUNTY OF YAMHILL )

On this 12th day of October, 2004, personally appeared before me, a Notary Public for the State of Oregon, STEVE REMANN, representative for COMPTON CREST, L.L.C., and that this Declaration was voluntarily signed and sealed by him in behalf of and pursuant to authority of said corporation.

[Signature]
Notary Public
Notary Public - Oregon (first name)
Commission Number: 381465
My Commission Expires: JUNE 11, 2008

KRS Stubbenfield
Representative for COMPTON CREST, L.L.C.

ACKNOWLEDGEMENT

STATE OF OREGON )

COUNTY OF YAMHILL )

On this 12th day of October, 2004, personally appeared before me, a Notary Public for the State of Oregon, KRS STUBBENFIELD, representative for COMPTON CREST, L.L.C., and that this Declaration was voluntarily signed and sealed by him in behalf of and pursuant to authority of said corporation.

[Signature]
Notary Public
Notary Public - Oregon (first name)
Commission Number: 381465
My Commission Expires: JUNE 11, 2008

Representative for THE CITRUS GROUP, INC.

ACKNOWLEDGEMENT

STATE OF OREGON )

COUNTY OF YAMHILL )

On this 12th day of October, 2004, personally appeared before me, a Notary Public for the State of Oregon, [Name], representative for THE CITRUS GROUP, L.L.C., and that this Declaration was voluntarily signed and sealed by him/her on behalf of and pursuant to authority of said corporation.
KNOW ALL MEN BY THESE PRESENTS that I, Nathan Magness, Oregon Professional Land Surveyor No. 60087, am hereby acknowledging and correcting errors that were made on the plat of COMPTON CREST. On Sheet 2 of 6, where the dimension on north line of the Lot 46 reads "S 84°16'16" E 104.41'" the dimension should have read "S 84°16'16" E 135.06'" and at the southeast corner of Lot 46 where the dimension reads "N 78°52'29" E 24.91'" it should have read "S 7°37'57" E 12.59'". On sheet 4 of 6 in Detail C, in the area where the detail shows the portion of easement affecting Lot 46, where the dimension reads "S 07°37'57" E 12.59'" the dimension should have read "N 78°52'29" E 24.91'" and where the dimension reads "S 07°37'57" E 25.17'" the dimension should have read "S 07°37'57" E 12.59'".

NATHAN MAGNESS

ACKNOWLEDGEMENT

STATE OF OREGON

) ss.

COUNTY OF YAMHILL

On this day the 20th of December 2004, did personally appear
NATHAN MAGNESS, who being duly sworn, did say that he is the
identical person named in the forgoing instrument and that he
executed said instrument freely and voluntarily.

NOTARY PUBLIC SIGNATURE  MOLLIE DUCKEL

NOTARY PUBLIC - OREGON (print name)  MOLLIE DUCKEL

COMMISSION NUMBER  381465

MY COMMISSION EXPIRES  June 11, 2008

After recording return to: MOLLIE DUCKEL, Esq.
3765 Riverside Drive
McMinnville OR 97128
AFFIDAVIT OF MONUMENTATION FOR COMPTON CREST SUBDIVISION

I, Nathan Magnes, first being duly sworn say that in accordance with ORS 92.070, I have correctly surveyed and marked with proper monuments the remaining interior and centerline corners as shown on the original subdivision plat of COMPTON CREST subdivision as recorded in Instrument No. 2004-22793, Yamhill County Clerks Office, Yamhill County, Oregon.

NATHAN MAGNESS, Oregon Professional Land Surveyor 60087

ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF YAMHILL

On this 20th day of December, 2004, did personally appear NATHAN MAGNESS, who being duly sworn, did say that he is the identical person named in the foregoing instrument and that he executed said freely and voluntarily.

NOTARY PUBLIC SIGNATURE: Mollie Dunckel

NOTARY PUBLIC - OREGON (print name): Mollie Dunckel

COMMISSION NUMBER: 381465

MY COMMISSION EXPIRES: June 11, 2008

COUNTY SURVEYOR APPROVAL

Approved this 20th day of December, 2004, pursuant to ORS 92.070(4)

Yamhill County Surveyor

By: Mollie Dunckel

Return Address: