DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

RECEITABLE

Declarant, J. C. COMPTON CONTRACTOR, INC., an Oregon corporation, hereafter referred to as Developer, is the owner of certain real property located in the City of McMinnville, County of Yamhill and State of Oregon, known as the COMPTON ADDITION, a duly recorded plat (hereinafter sometimes called "development").

Developer desires to create thereon a residential community.

Developer desires to declare of public record its intent to create certain restrictive conditions and covenants to the ownership of said property (hereinafter C C and Rs).

Therefore, Developer does hereby certify that the following C C and Rs shall become and hereby are made part of the conveyances of Lots 1 through 63, inclusive, with the plat of COMPTON ADDITION, recorded April 30th, 1990, in Volume 2, Pages 2 of the Plat Records of Yamhill County, Oregon, and the following C C and Rs shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as is set forth at large therein. Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following C C and Rs which are adopted and stated for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right or title to, or interest in, the above described properties, or any part thereof, their heirs, successors and assigns, and inure to the benefit of each present and future owner thereof.

ARTICLE I

DEFINITIONS

Section 1. Lot. "Lot" shall mean and refer to one of the numbered parcels on the plats referred to in the description of property above.

Section 2. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property described above, including contract sellers, but excluding those having such interest merely as security for the performances of an obligation.
Section 3. Setback. "Setback" means the minimum distance between the dwelling house or other structure referred to and a given property line.

ARTICLE II
DESIGN REVIEW COMMITTEE

Section 1. Number of Committee Members. Plans for all houses to be constructed on any lot to be purchased under this Declaration shall be submitted to a Design Review Committee with three (3) members.

Section 2. Term of Members. Each member of the Design Review Committee shall serve for a period of three (3) years and until a successor has been elected, except that Developer will appoint one of the initial members for a one (1) year term, one of the initial members for a two (2) year term, and the third for a three (3) year term, so as to achieve staggered terms among the three members of the Committee.

Section 3. Election of Members; Annual Meeting. The Developer shall appoint the initial Design Review Committee and shall continue to make appointments to the Design Review Committee for a period of seven (7) years after the plat of the property has been filed, or until seventy percent (70%) of the lots within the property described herein have been sold, whichever first occurs. Thereafter, Design Review Committee members shall be elected by a majority vote of the lot owners voting in the election, provided a quorum of fifteen (15) lot owners are present. An election will be held on the second Monday of January of each year, or at such other time during the month of January as may be specified by the Design Review Committee. If less than a quorum appears, those appearing shall have authority to adjourn and reschedule meetings until a quorum appears.

The Design Review Committee shall notify all lot owners of the time and place of a meeting for the purpose of filling a vacancy at least thirty (30) days prior to the election. Each lot owner shall have one (1) vote, except that where more than one person holds an ownership interest in a lot, only one (1) vote for such lot shall be cast, as the owners thereof among themselves determine. Where an even number of persons have an ownership interest in a lot, and they are evenly split as to how a vote should be cast, then said lot owners shall not be entitled to cast any vote on such matters, but shall be counted for quorum purposes only. Notice of elections shall be given by first class mail to the lot owner(s) according to the property tax records of Yamhill County at the time notice is sent.
Section 4. Review of Plans. No construction will be permitted nor a building permit obtained without prior approval in writing of the Design Review Committee. Lot owners shall submit to the Design Review Committee the following:

a. Plans. The following plans must be furnished:
   (i) Plot plan;
   (ii) Foundation plan;
   (iii) General floor plan;
   (iv) Plan elevation;
   (v) Roof layout and materials specifications, including peak height above curb;
   (vi) Landscape plan, including fence plans, if any, disclosing landscaping of the entire lot; and
   (vii) Exterior color swatch(es).

b. Specifications. A description of building materials and supplies to be used in construction equivalent in detail to the Uniform Building Code.

Section 5. Standard of Review. The Design Review Committee shall, before giving its approval, verify that the proposed residence complies with the general characteristics outlined below in ARTICLE III and is, in the judgment of the Committee, compatible with other homes in the Compton Addition, either existing or proposed. The Design Review Committee shall interpret the improvement and design standards set forth in ARTICLE III and in the event any section or portion is found invalid, the remaining sections shall remain in full force and effect.

Section 6. Compliance with Governmental Regulations. Approval by the Design Review Committee shall not excuse compliance with any other governmental rule, ordinance, code or regulation applicable to any lot or other property within Compton Addition.

Section 7. Scope of Review: Committee Discretion. The Design Review Committee may withhold approval of plans and specifications because of their non-compliance with any of the specific C C and Rs contained in this Declaration, but also...
because of the dissatisfaction of the Committee with any or all other matters or things which, in the judgment of the Committee, would render the proposed structure inharmonious with the general plan of improvement of Compton Addition or with the structures erected or proposed to be erected on other lots in Compton Addition. The Committee may place reasonable conditions upon its approval, including, but not limited to, time allowed for completion.

Section 8. Deadline for Opinion. The Design Review Committee shall issue its opinion or notify the lot owner of its objections within twenty-one (21) days from the date of a complete submission of all plans and specifications by the lot owner. If the Committee fails to issue an opinion or notify the lot owner of its objections within the required time, the plans and specifications as submitted shall be deemed to be approved by the Committee.

Section 9. Entry for Inspection. Any member(s) of the Design Review Committee may at any reasonable hour or hours, after reasonable notice, enter in and inspect any lot and improvements thereon for the purpose of determining compliance with the approved plans and specifications or compliance with other C C and Rs provided herein, and such member(s) shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Design Review Committee may issue a certificate of completion and compliance as to any property so inspected.

Section 10. Communications to Committee. All communications to the Design Review Committee shall be delivered to the Developer at its office in McMinnville, Oregon, until such time as the Developer's interest is terminated (see ARTICLE VI, Section 4), at which time all communications shall be delivered to the Chair of the Design Review Committee at his or her mailing address, as shall be made known at the annual meeting described in ARTICLE II, Section 3 above.

Section 11. Architectural Checklist. The Developer and the Design Review Committee may maintain and make available an architectural checklist. Such checklist may be modified from time to time.

ARTICLE III

USE OF PROPERTY AND DESIGN STANDARDS

Section 1. Residential Purpose. No lot shall be used for any purpose other than residential purposes. To the extent permitted by the zoning and other governmental regulations,
occupants of any home may give instruction in the arts and such similar activities.

Section 2. Size, Height and Materials.

a. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling not more than two (2) stories in height, including the main floor level used for living, and not more than thirty-five (35) feet in height measured from the elevation at the nearest curb to the peak of the roof. Every dwelling house constructed in Compton Addition shall have a minimum ground floor area of 1,600 square feet of living space exclusive of garage area, if a single level home, or at least 1,400 square feet of living space exclusive of garage area on the ground floor of a two-story residence (exclusive of basement, if any). Each dwelling house shall have a private two (2) or three (3) car garage as part of, or attached to, the house. The garage shall not be used for dwelling purposes and shall conform generally in architectural design, exterior materials and finish to the dwelling house to which it is appurtenant. No carports shall be allowed or constructed on any lot. Outbuildings, sheds or similar structures may be placed, erected, maintained or constructed only with the written approval of the Design Review Committee and shall in no event be used for dwelling purposes.

b. Every building, fence, wall, or other structure placed on any part of any lot shall be constructed of new material unless the use of other than new material shall have been reviewed and shall have received the written approval of the Design Review Committee. No buildings constructed elsewhere shall be moved to or placed on said property except with the written approval of the Design Review Committee.

c. Roofs shall be cedar, tile, or as approved by the Design Review Committee; however, under no circumstances will asphalt, shingle or other composition-type roofs be permitted.

Section 3. Set Back Requirements. Every dwelling house, or other structure as may be approved by the Design Review Committee, shall comply with all applicable city and county zoning requirements, including set back requirements, but in no event shall any set back from the property line be less than the following:

a. Side yard, ten feet;
b. Front and rear yards, twenty feet;
c. Corner lot: front, rear and street side yards, twenty feet; lot side yards, ten feet.

Page 5 - DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Section 4. Temporary Occupancy. No building shall be in any manner occupied while in the course of original construction or until it complies with all C & O as stated herein. The construction or remodeling of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed.

Section 5. Temporary Structures; Recreational Vehicles. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, pickup coach, canopy, tent, boat, boat trailer or inoperable vehicle shall be placed, erected, maintained, or constructed on any lot for any purpose, unless parked or stored within a fully enclosed garage. Notwithstanding the foregoing, campers, motor homes, boats, boat trailers or travel trailers may be left on the driveway of a lot, rear yard of a lot. No such vehicle shall be kept on the street for any longer period than permitted by the ordinances of the City of McMinnville.

Section 6. Fences. Any fence constructed, erected, placed or maintained on a lot will be governed by all city and county ordinances. In addition, plantings or sight obscuring fences on any lot shall not exceed two and one-half (2-1/2) feet in height in the front yard, or on the side yard forward of the building line with the greatest set back on the lot or the adjoining residential lot, or on corner lots on the side shutting the street. Other fences shall not exceed six (6) feet in height. All fences shall be constructed of suitable fencing material and shall not detract from the appearance of the dwelling located on the lot or on adjacent lots or be offensive to the owners or occupants thereof. The location, materials and design of any proposed fence shall be approved by the Design Review Committee prior to construction.

Section 7. Exterior Colors. Exterior colors of any dwelling house, garage, shed, outbuilding or other structure which may be approved by the Design Review Committee shall be natural earth colors or other subdued colors as approved by the Design Review Committee.

Section 8. Commercial Vehicles. No vehicles shall be permitted to be parked on any of the streets of the development for periods longer than those permitted by the ordinances of the City of McMinnville.
Section 9. Telecommunication Devices. No satellite dishes will be permitted on any lot. No television or radio aerials or rotary beams shall be erected or placed on any lot where any part of such device is more than six (6) feet in height above the highest point (exclusive of chimneys) on the building or structure on which it is erected.

Section 10. Sidewalks. Sidewalks are required to be installed by lot owners at the lot owners' expense in conjunction with the completion of the dwelling. Sidewalks shall be constructed adjacent to the curb and shall meet all municipal or other ordinances or laws. The Developer will designate the color, texture and scoring pattern on all sidewalks constructed in the development and all sidewalks shall be constructed and maintained consistent therewith.

Section 11. Landscaping Requirements. All yard areas on each lot, exclusive of buildings, shall be landscaped. All landscaping shall be installed in accordance with a landscaping plan approved by the Design Review Committee. Landscaping shall present a complete and finished look to the entire lot. The nature, kind of materials, and topography of the landscaping and its maintenance shall be consistent with the quality generally maintained in the neighborhood. All unbuilt yard areas shall have their initial landscaping installed within six (6) months from the date of building construction completion in accordance with the plans submitted to and approved by the Design Review Committee. Under unusual circumstances, the Design Review Committee may grant reasonable time extensions for completion of landscaping.

Section 12. Completion of Construction. All construction on any lot must be completed and the occupancy permit issued within 365 days from the date of the issuance of the building permit.

Section 11. Animals. No animals or fowl shall be raised, kept or permitted upon any lot or any part thereof except domestic dogs, cats, and caged pets kept within the dwelling house; provided said dogs, cats and caged pets are not kept, bred or raised for commercial purposes, or are kept in an unreasonable number so as to constitute a nuisance to the immediate neighbors.

Section 14. Nuisance. No noxious or offensive activity shall be carried on upon any lot, or on the public streets or rights-of-way within or adjacent to any lot, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district.
Section 15. Vacant Lots. Until such time as any lot owner constructs a residence on said lot, 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 of other lot owners. Lot owners shall also keep vacant lots free from debris. Vacant lots shall also be subject to all other C C and R's set forth herein, including, but not limited to, those conditions involving temporary structures, recreational vehicles and commercial vehicles.

Section 16. Easements.

a. Easements for installation and maintenance of utilities and drainage facilities are shown on the Compton Addition Plat. Within said easements, no structure, planting or other material shall be placed or permitted to remain which may damage, interfere with, or change the direction of flow of drainage facilities located within such easements. The easement area of each lot and all improvements therein shall be continuously maintained by the lot owner, except for improvements for maintenance for which a public authority or utility company is responsible.

b. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement or right-of-way, and such easement or right-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to the Developer, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on or under such easements to carry on any other purposes for which the easements or rights-of-way are reserved.

Section 17. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than three (3) feet by two (2) feet which advertises the property for sale or rent. Such sign shall be removed immediately upon completion of the sale or rental advertised. This prohibition shall not apply to political lawn signs neatly erected and maintained on the owner's lot. Political signs relating to an election shall be removed not later than one (1) week following the election.

ARTICLE IV

REQUIREMENTS FOR MAINTENANCE

Section 1. Structures. It shall be the duty of the owner and occupant of any lot to maintain all improvements thereon.
in good order and repair and in an attractive and neat condition, including, but not limited to roofs, gutters, downspouts, and external building surfaces.

Section 2. Site Maintenance. It shall be the duty of the owner and occupant of each lot to maintain the entire site thereon in an attractive and neat condition, including, but not limited to:

a. Yards, which shall be attractively landscaped and maintained in a neat and orderly manner free of weeds and debris;

b. Driveways and sidewalks, which shall be maintained in a good, weed-free condition and repair;

c. Grass on improved lots, which shall be cut during the growing season at least once every three (3) weeks;

d. Trees and shrubs, which shall be trimmed when necessary for the plant’s appearance and as necessary to avoid interference with pedestrian traffic and to maintain safe sight lines for vehicular traffic on or onto the adjoining street or streets.

ARTICLE V

ENFORCEMENT OF PROVISIONS

Section 1. Enforcement. Enforcement of the provisions hereof shall be by action at law or suit in equity against any person or persons violating or attempting to violate any provision or provisions hereof brought by the Developer, the Design Review Committee, or any lot owner or owners.

Section 2. Binding Effects. The provisions contained in this Declaration shall bind and inure to the benefit of, or be enforceable by, the Developer, the Design Review Committee, and the owner or owners of any portion of said property and each of their respective legal representatives, successors, heirs and assigns. Failure by the Developer or by the Design Review Committee or by any of the property owners or their respective legal representatives, heirs, successors or assigns at any time to enforce any of the C C and Rs herein contained, shall not be a waiver of the right to do so at any time in the future.
Section 3. Notice. Should the owner or occupant of any lot be in violation of any of the provisions of these C C and Rs, then, in addition to all other remedies available at law or in equity, or otherwise, the Developer, the Design Review Committee, or any lot owner shall have the right to proceed as follows:

a. A written notice setting forth with specificity the nature of the violation shall be mailed or delivered to the owner or occupant of the property. Delivery of this written notice shall be sufficient if it is sent by regular mail, postage prepaid; or hand delivered to an occupant of the property of the age of fourteen (14) years of age or older; or in the event the premises are unoccupied, by affixing the written notice to the front door of the home and mailing a copy to the owner as determined by the records of the County Tax Collector.

b. In the event the violation is not cured by the owner or the occupant of the premises within thirty (30) days of the date the written notice is mailed, delivered or posted and mailed, as provided in subsection a above, then Sections 4 and/or 5 below may be followed.

Section 4. Right of Entry for Correction of Violations. After the procedures set forth in Section 3 above, the Design Review Committee shall have the right to engage agents, employees or independent contractors to enter upon the parcel and to repair, maintain and restore the lot and/or the exterior of the building or any other improvements erected thereon to the condition appropriate to remedy the violation. The cost incurred in such exterior maintenance shall become a lien against the lot for the work performed, provided a lien for the labor, materials and equipment rental is filed in accordance with Oregon law.

Section 5. Legal Enforcement. After the procedure set forth in Section 3 above, or after Sections 3 and 4 have been followed where Section 4 is applied, the Developer, the Design Review Committee, or any owner shall have the right to enforce, by any proceeding available, at law or in equity, or otherwise, all C C and Rs, reservations and liens now or hereafter imposed by reason of this Declaration or actions taken thereunder. Failure by the Developer, the Design Review Committee, or by any owner to enforce any C C and Rs herein contained shall in no event be deemed a waiver of the right to do so thereafter.
Section 6. Attorney Fees. In the event any suit, action, or other proceeding is brought to enforce the provisions of this Declaration or any lien filed pursuant hereto, or on account of any violation hereof, the prevailing party shall be entitled to recover, as a part of the costs and disbursements incurred in such suit, action or other proceeding, the reasonable pre-litigation costs of enforcing these C C and Rs and a reasonable attorney’s fee as may be fixed by the court, arbitrator, or mediator at such trial or other proceeding and on appeal for attorney’s fees incurred both prior to and in said litigation. Proceedings to enforce or restrain a violation may be legal or equitable or otherwise. All charges and attorney fees shall constitute a lien on the whole building site with respect to which they were incurred and to all improvements thereon. However, nothing contained in this Declaration shall be deemed to vest or reserve in the Developer, the Design Review Committee, or lot owner any right of reversion or re-entry for breach or violation of any one or more of the provisions hereof.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of or part of these C C and Rs by judgment or court order shall in no way affect the validity or enforcement of any of the other provisions, which shall remain in full force and effect.

Section 2. Amendment. The C C and Rs of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically extend for successive periods of ten (10) years, unless terminated as provided herein. This Declaration may be amended or terminated at any time upon the written approval signed by the majority of the lot owners. Such properly signed amendment, repeal or addition shall become effective only upon its being recorded in the Records of Deeds of Vanhill County, Oregon.

Section 3. Construction. In construing this Declaration, or any part thereof, stipulations which are necessary to make this Declaration, or any of its terms or provisions reasonable, are implied.

Section 4. Termination of Developer’s Interest. Unless otherwise specified herein, once seventy percent (70%) of all lots have been sold, Developer shall be relieved of all responsibility under these Declarations, except it shall retain its rights and obligations as a lot owner for any lots which Developer may thereafter own.
IN WITNESS WHEREOF, Developer has executed these C C and Rs this __________ day of ________, 1990.

Developer

J. C. COMPTON CONTRACTOR, INC.

By

Its

PRESIDENT

STATE OF OREGON )
County of YAMHILL ) ss.

APR. 17, 1990

Personally appeared the above named Michael Forrigan, who, being first duly sworn, did say that he is the President of J. C. Compton Contractor, Inc., a corporation; that said seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

[Signature]

Notary Public for Oregon
My commission expires: 11-5-98

03895

STATE OF OREGON )
COUNTY OF YAMHILL ) ss.

[Signature]

Instrument

CHARLES S. STERN,
COUNTY CLERK

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

RECITALS

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Developer desires to create thereon a residential community.

Developer desires to declare of public record its intent to create certain restrictive conditions and covenants to the ownership of said property (hereinafter C C and Rs).

THEREFORE, Developer does hereby certify that the following C C and Rs shall become and hereby are made part of the conveyances of Lots 1 through 63, inclusive, with the plat of COMPTON ADDITION, recorded April 30, 1990, in Volume 3, Page 2, of the Plat Records of Yamhill County, Oregon, and the following C C and Rs shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as is set forth at large therein. Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following C C and Rs which are adopted and stated for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right or title to, or interest in, the above described properties, or any part thereof, their heirs, successors and assigns, and inure to the benefit of each present and future owner thereof.

ARTICLE 1

DEFINITIONS

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Section 3. **Setback.** "Setback" means the minimum distance between the dwelling house or other structure referred to and a given property line.

**ARTICLE II**

**DESIGN REVIEW COMMITTEE**

Section 1. **Number of Committee Members.** Plans for all houses to be constructed on any lot to be purchased under this Declaration shall be submitted to a Design Review Committee with three (3) members.

Section 2. **Term of Members.** Each member of the Design Review Committee shall serve for a period of three (3) years and until a successor has been elected, except that Developer will appoint one of the initial members for a one (1) year term, one of the initial members for a two (2) year term, and the third for a three (3) year term, so as to achieve staggered terms among the three members of the Committee.

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because of the dissatisfaction of the Committee with any or all other matters or things which, in the judgment of the Committee, would render the proposed structure inharmonious with the general plan of improvement of Compton Addition or with the structures erected or proposed to be erected on other lots in Compton Addition. The Committee may place reasonable conditions upon its approval, including, but not limited to, time allowed for completion.

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ARTICLE III

USE OF PROPERTY AND DESIGN STANDARDS

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b. Front and rear yards, twenty feet;

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Section 4. Temporary Occupancy. No building shall be in any manner occupied while in the course of original construction or until it complies with all C C and Rs stated herein. The construction or remodeling of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed.

Section 5. Temporary Structures; Recreational Vehicles. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, pickup coach, canopy, tent, boat, boat trailer or inoperable vehicle shall be placed, erected, maintained, or constructed on any lot for any purpose, unless parked or stored within a fully enclosed garage. Notwithstanding the foregoing, campers, motor homes, boats, boat trailers or travel trailers may be left on the driveway of a lot, rear yard of a lot. No such vehicle shall be kept on the street for any longer period than permitted by the ordinances of the City of McMinnville.

Section 6. Fences. Any fence constructed, erected, placed or maintained on a lot will be governed by all city and county ordinances. In addition, plantings or sight obscuring fences on any lot shall not exceed two and one-half (2-1/2) feet in height in the front yard, or on the side yard forward of the building line with the greatest set back on the lot or the adjoining residential lot, or on corner lots on the side abutting the street. Other fences shall not exceed six (6) feet in height. All fences shall be constructed of suitable fencing material and shall not detract from the appearance of the dwelling located on the lot or on adjacent lots or be offensive to the owners or occupants thereof. The location, materials and design of any proposed fence shall be approved by the Design Review Committee prior to construction.

Section 7. Exterior Colors. Exterior colors of any dwelling house, garage, shed, outbuilding or other structure which may be approved by the Design Review Committee shall be natural earth colors or other subdued colors as approved by the Design Review Committee.

Section 8. Commercial Vehicles. No vehicles shall be permitted to be parked on any of the streets of the development for periods longer than those permitted by the ordinances of the City of McMinnville.
Section 9. Telecommunication Devices. No satellite dishes will be permitted on any lot. No television or radio aerials or rotary beams shall be erected or placed on any lot where any part of such device is more than six (6) feet in height above the highest point (exclusive of chimneys) on the building or structure on which it is erected.

Section 10. Sidewalks. Sidewalks are required to be installed by lot owners at the lot owners’ expense in conjunction with the completion of the dwelling. Sidewalks shall be constructed adjacent to the curb and shall meet all municipal or other ordinances or laws. The Developer will designate the color, texture and scoring pattern on all sidewalks constructed in the development and all sidewalks shall be constructed and maintained consistent therewith.

Section 11. Landscaping Requirements. All yard areas on each lot, exclusive of buildings, shall be landscaped. All landscaping shall be installed in accordance with a landscaping plan approved by the Design Review Committee. Landscaping shall present a complete and finished look to the entire lot. The nature, kind of materials, and topography of the landscaping and its maintenance shall be consistent with the quality generally maintained in the neighborhood. All unbuilt yard areas shall have their initial landscaping installed within six (6) months from the date of building construction completion in accordance with the plans submitted to and approved by the Design Review Committee. Under unusual circumstances, the Design Review Committee may grant reasonable time extensions for completion of landscaping.

Section 12. Completion of Construction. All construction on any lot must be completed and the occupancy permit issued within 365 days from the date of the issuance of the building permit.

Section 13. Animals. No animals or fowl shall be raised, kept or permitted upon any lot or any part thereof except domestic dogs, cats, and caged pets kept within the dwelling house; provided said dogs, cats and caged pets are not kept, bred or raised for commercial purposes, or are kept in an unreasonable number so as to constitute a nuisance to the immediate neighbors.

Section 14. Nuisance. No noxious or offensive activity shall be carried on upon any lot, or on the public streets or rights-of-way within or adjacent to any lot, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district.
Section 15. Vacant Lots. Until such time as any lot owner constructs a residence on said lot, 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 of other lot owners. Lot owners shall also keep vacant lots free from debris. Vacant lots shall also be subject to all other C C and Rs set forth herein, including, but not limited to, those conditions involving temporary structures, recreational vehicles and commercial vehicles.

Section 16. Easements.

a. Easements for installation and maintenance of utilities and drainage facilities are shown on the Compton Addition Plat. Within said easements, no structure, planting or other material shall be placed or permitted to remain which may damage, interfere with, or change the direction of flow of drainage facilities located within such easements. The easement area of each lot and all improvements therein shall be continuously maintained by the lot owner, except for improvements for maintenance for which a public authority or utility company is responsible.

b. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement or right-of-way, and such easement or right-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to the Developer, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on or under such easements to carry on any other purposes for which the easements or rights-of-way are reserved.

Section 17. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than three (3) feet by two (2) feet which advertises the property for sale or rent. Such sign shall be removed immediately upon completion of the sale or rental advertised. This prohibition shall not apply to political lawn signs neatly erected and maintained on the owner's lot. Political signs relating to an election shall be removed not later than one (1) week following the election.

ARTICLE IV

REQUIREMENTS FOR MAINTENANCE

Section 1. Structures. It shall be the duty of the owner and occupant of any lot to maintain all improvements thereon.
in good order and repair and in an attractive and neat condition, including, but not limited to roofs, gutters, downspouts, and external building surfaces.

Section 2. Site Maintenance. It shall be the duty of the owner and occupant of each lot to maintain the entire site thereon in an attractive and neat condition, including, but not limited to:

a. Yards, which shall be attractively landscaped and maintained in a neat and orderly manner free of weeds and debris;

b. Driveways and sidewalks, which shall be maintained in a good, weed-free condition and repair;

c. Grass on improved lots, which shall be cut during the growing season at least once every three (3) weeks;

d. Trees and shrubs, which shall be trimmed when necessary for the plant's appearance and as necessary to avoid interference with pedestrian traffic and to maintain safe sight lines for vehicular traffic on or onto the adjoining street or streets.

ARTICLE V
ENFORCEMENT OF PROVISIONS

Section 1. Enforcement. Enforcement of the provisions hereof shall be by action at law or suit in equity against any person or persons violating or attempting to violate any provision or provisions hereof brought by the Developer, the Design Review Committee, or any lot owner or owners.

Section 2. Binding Effects. The provisions contained in this Declaration shall bind and inure to the benefit of, or be enforceable by, the Developer, the Design Review Committee, and the owner or owners of any portion of said property and each of their respective legal representatives, successors, heirs and assigns. Failure by the Developer or by the Design Review Committee or by any of the property owners or their respective legal representatives, heirs, successors or assigns at any time to enforce any of the C C and Rs herein contained, shall not be a waiver of the right to do so at any time in the future.
Section 3. Notice. Should the owner or occupant of any lot be in violation of any of the provisions of these C C and Rs, then, in addition to all other remedies available at law or in equity, or otherwise, the Developer, the Design Review Committee, or any lot owner shall have the right to proceed as follows:

a. A written notice setting forth with specificity the nature of the violation shall be mailed or delivered to the owner or occupant of the property. Delivery of this written notice shall be sufficient if it is sent by regular mail, postage prepaid; or hand delivered to an occupant of the property of the age of fourteen (14) years of age or older; or in the event the premises are unoccupied, by affixing the written notice to the front door of the home and mailing a copy to the owner as determined by the records of the County Tax Collector.

b. In the event the violation is not cured by the owner or the occupant of the premises within thirty (30) days of the date the written notice is mailed, delivered or posted and mailed, as provided in subsection a above, then Sections 4 and/or 5 below may be followed.

Section 4. Right of Entry for Correction of Violations. After the procedures set forth in Section 3 above, the Design Review Committee shall have the right to engage agents, employees or independent contractors to enter upon the parcel and to repair, maintain and restore the lot and/or the exterior of the building or any other improvements erected thereon to the condition appropriate to remedy the violation. The cost incurred in such exterior maintenance shall become a lien against the lot for the work performed, provided a lien for the labor, materials and equipment rental is filed in accordance with Oregon law.

Section 5. Legal Enforcement. After the procedure set forth in Section 3 above, or after Sections 3 and 4 have been followed where Section 4 is applied, the Developer, the Design Review Committee, or any owner shall have the right to enforce, by any proceeding available, at law or in equity, or otherwise, all C C and Rs, reservations and liens now or hereafter imposed by reason of this Declaration or actions taken thereunder. Failure by the Developer, the Design Review Committee, or by any owner to enforce any C C and Rs herein contained shall in no event be deemed a waiver of the right to do so thereafter.
Section 6. Attorney Fees. In the event any suit, action, or other proceeding is brought to enforce the provisions of this Declaration or any lien filed pursuant hereto, or on account of any violation hereof, the prevailing party shall be entitled to recover, as a part of the costs and disbursements incurred in such suit, action or other proceeding, the reasonable pre-litigation costs of enforcing these C C and Rs and a reasonable attorney's fee as may be fixed by the court, arbitrator, or mediator at such trial or other proceeding and on appeal for attorney's fees incurred both prior to and in said litigation. Proceedings to enforce or restrain a violation may be legal or equitable or otherwise. All charges and attorney fees shall constitute a lien on the whole building site with respect to which they were incurred and to all improvements thereon. However, nothing contained in this Declaration shall be deemed to vest or reserve in the Developer, the Design Review Committee, or lot owner any right of reversion or re-entry for breach or violation of any one or more of the provisions hereof.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of or part of these C C and Rs by judgment or court order shall in no way affect the validity or enforcement of any of the other provisions, which shall remain in full force and effect.

Section 2. Amendment. The C C and Rs of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically extend for successive periods of ten (10) years, unless terminated as provided herein. This Declaration may be amended or terminated at any time upon the written approval signed by the majority of the lot owners. Such properly signed amendment, repeal or addition shall become effective only upon its being recorded in the Records of Deeds of Yamhill County, Oregon.

Section 3. Construction. In construing this Declaration, or any part thereof, stipulations which are necessary to make this Declaration, or any of its terms or provisions reasonable, are implied.

Section 4. Termination of Developer's Interest. Unless otherwise specified herein, once seventy percent (70%) of all lots have been sold, Developer shall be relieved of all responsibility under these Declarations, except it shall retain its rights and obligations as a lot owner for any lots which Developer may thereafter own.

Page 11 - DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Section 5. Supersedes Original Declaration. This Amended
and Restated Declaration of Covenants, Conditions and
Restrictions replaces and supersedes the original Declaration of
Covenants, Conditions and Restrictions recorded in the Yamhill
County, Oregon records, Instrument No. 03805 on April 30, 1990, as
which original Declaration shall, upon the recording of this
Amended and Restated Declaration, have no further force and
effect.

IN WITNESS WHEREOF, Developer has executed these C C and Rs
this __th day of __, 1990.

Developer
J. C. COMPTON CONTRACTOR, INC.

By ____________________________
Its President

STATE OF OREGON )
County of Yamhill ) ss.

June __, 1990

Personally appeared the above named Michael D. Flanigan who,
being first duly sworn, did say that he is the President
of J. C. Compton Contractor, Inc., a corporation; that said seal
affixed to the foregoing instrument is the corporate seal of said
corporation and that said instrument was signed and sealed in
behalf of said corporation by authority of its board of
directors; and acknowledged said instrument to be its voluntary
act and deed.

BEFORE ME:

______________________________
Notary Public for Oregon
My commission expires: 11-5-90

Page 12 - DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS FOR COMPTON ADDITION

Whereas, on June 13, 1990 certain Covenants, Conditions and Restrictions (hereinafter called CC&Rs) were recorded in Yamhill County, Oregon, in Film Volume 244, Page 1189, of the Plat Records of Yamhill County, Oregon for Compton Addition:

WHEREAS, in ARTICLE III, Section 2c of the CC&Rs provides:

"Roofs shall be cedar, tile or as approved by the Design Review Committee; however, Under no circumstances will asphalt, shingle or other composition-type roofs be permitted."; and

WHEREAS, since the creation of the CC&Rs the availability of cedar roofing materials has greatly diminished and their use discouraged due to the fire hazard they represent; and

WHEREAS, the quality of composition roofing materials has greatly improved to the extent that it is now the roofing material of choice for residential construction; and

WHEREAS, pursuant to Article VI Section 2 of the CC&Rs, the CC&Rs may be amended by written approval of the majority of lot owners of Compton Addition; and

WHEREAS, the undersigned consisting of more than the majority of the lot owners agree to amend the CC&Rs (see the attached signature list) to allow asphalt composition shingles on residences within Compton Addition in the manner herein after stated, now therefore

BE IT KNOWN AS FOLLOWS by the undersigned:

1. Article III Section 2c of the CC&Rs is amended in its entirety to read as follows:
   "All roofs shall be of cedar shakes, cedar shingles, tile, 40 year minimum architectural asphalt composition, or other materials approved by the Design Review committee."

2. All remaining CC&Rs shall remain unchanged and in full force and effect.
<table>
<thead>
<tr>
<th>DATE</th>
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<th>ADDRESS</th>
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<tbody>
<tr>
<td>9.4.07</td>
<td>Jack E. Bonhoff</td>
<td>785 N.W. 21st St.</td>
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<td>9.4.07</td>
<td>Andy Bohn</td>
<td>751 N.W. 21st St.</td>
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<td>Judd E. Redfield</td>
<td>751 N.W. 21st Membrane</td>
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<td>Melvin Pottington</td>
<td>2248 N.W. Michaelbrook</td>
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<td>Jane Evans</td>
<td>652 N.W. 21st</td>
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<td>Robert Evans</td>
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<td>Steve Denney</td>
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<td>Gerald Denney</td>
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<td>9.4.07</td>
<td>Christine M. Maris</td>
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<td>Melanie Turnbull</td>
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<td>Janet T. Field</td>
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<td>Martha S. Egler</td>
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<td>Budgey Egler</td>
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<td>Helen Hoard</td>
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<td>Candace Oven</td>
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<tr>
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<td>Magnolia Summit</td>
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<tr>
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<td>Judith Todd</td>
<td>1610 N.W. Fikes Ct.</td>
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<td>David B. Oldham</td>
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<td>9.5.07</td>
<td>Lee E. Oldham</td>
<td>2800 N.W. Michelson St.</td>
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## APPROVAL OF CC&R'S
ALLOWING COMPOSITION ROOFING MATERIAL

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<td>9/5/07</td>
<td>Maria McSpadden</td>
<td>822 NW 41st St.</td>
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<td>9/5/07</td>
<td>Roy Hobbel</td>
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<td>Patty Huddles</td>
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<tr>
<td>9/5/07</td>
<td>Cindy Shuda</td>
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<td>Eric Young</td>
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<td>Betty Toolan</td>
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<td>Greg Jones</td>
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<td>Bill Hockett</td>
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<td>9-1-07</td>
<td>Kamila McHale</td>
<td>2112 NW Michelbook Ln</td>
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<tr>
<td>9-1-07</td>
<td>Charlie S. Brady</td>
<td>2208 Michelbook Lane</td>
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<td>C. E. J. Brady</td>
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<td>Steve J.</td>
<td>2130 NW Michelbook</td>
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<td>Jay Post</td>
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<td>9/1/2003</td>
<td>Melvin W. Harris</td>
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<td>Lorraine</td>
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<td>Sue Smith</td>
<td>2150 NW Chrysal Dr.</td>
</tr>
</tbody>
</table>
State of OREGON )
) ss.
County of YAMHILL )

CIRCULATOR CERTIFICATION

I, we John G. Mills and Kimberlee K. Mills, being first sworn upon oath depose
and say:

I/we obtained the homeowner signatures on this attached Amendment to the
Covenants, Conditions and Restrictions of Compton Addition and

Every person who signed the Amendment did so in my/our presence; and

Every person who signed the Amendment was a homeowner within Compton
Addition in the City of McMinnville, Yamhill County, Oregon; and

The petition was signed by more than a majority of the property owners.

DATED 9/11/2007

John G. Mills
Kimberlee K. Mills

SIGNED AND SWORN before me on 9/11/2007, by John G. Mills
and Kimberlee K. Mills, husband and wife.

Notary Public for OREGON
My commission expires 2009