This Declaration of Protective Covenants is applicable to Lots 1 through 10, Block 1, and Lots 1 through 12, Block 2 of CRESTEBROOK in the City of McMinnville, Oregon.

WHEREAS, Declarant is the owner of certain real property located in the City of McMinnville, County of Yamhill and State of Oregon, known as CRESTEBROOK, a subdivision ..., a duly recorded plat.

WHEREAS, the Declarant desires to declare of public record its intentions to create certain restrictive conditions and covenants to the ownership of said property.

THEREFORE, the Declarant does hereby certify that the following reservations, conditions and covenants shall become and are hereby made a part of the conveyances of Lots 1 through 10, Block 1, and Lots 1 through 12, Block 2, inclusive, within the plat of CRESTEBROOK, a subdivision ..., recorded 9-5-90, in Vol 3, Pg 33-34, of the Plat Records of Yamhill County, Oregon, and the following reservations and covenants shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein.
ARTICLE I.
Property Subject to These Covenants

(A) Initial Development.
Declarat hereby declares that, subject to paragraph (V) hereunder, all of
the real property described above is held and shall be held, conveyed,
hypothecated, encumbered, used, occupied and improved subject to these
covenants. The above property, together with other real property, from
time to time annexed thereto and made subject to these covenants shall
constitute CRESTBROOK, a subdivision.

ARTICLE II.
Residential Covenants

(A) Land Use and Building Type.
No lot shall be used except for single family residence. The lots shall
not be partitioned. No more than one (1) family shall be allowed to dwell
in a single unit family dwelling. This does not apply to overnight guests,
temporary visitors, or in-house domestic employees.

(B) Dwelling Size.
All houses will be single family dwellings and shall have a minimum area of
1,600 square feet, exclusive of open porches and garages. The peak of the
roof of the dwelling shall be of a height not in excess of 35 feet.

(C) Restrictions on Carports.
No carport shall be allowed. Parking shall be provided by means of an
entirely closed parking facility or garage. There is a two car minimum
requirement for any such parking facility or garage.

(D) Roofs.
Roof shall be cedar shake, cedar shingle, or tile. Any other type of
roofing must be of similar quality and must be approved by the Declarant.

(E) Siding.
All buildings shall have siding materials on all sides of every structure
or improvement placed on the premises; however, under no circumstances
shall plywood, T-111-303, or any other panel-type siding be used.
Detached Buildings.

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 siding and roof materials, which siding and roof materials shall be of the same materials utilized in construction of the residence located on the premises.

Off-Site Manufactured Homes and Temporary Structures.

No mobile homes or manufactured homes, whether permanent or temporary structures, shall be allowed in the development, with the exception of a construction supervision type mobile home to be used by the contractor, only, during the period of construction.

Camper, Motor Homes, Boats, Travel Trailers, and Other Such Vehicles.

No campers, motor homes, boats, travel trailers, utility trailers, or non-operable vehicles shall be permitted to be left where they shall be visible from the street or from contiguous property within Crestbrook Addition, Division I, for a period in excess of seven (7) days. If any such vehicle 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 sight from the street or contiguous parcels by means of a fence or hedge-type landscaping.

Antennas.

No unconcealed satellite dishes will be permitted in the development. No television, radio aerials, or rotary beams shall be erected or placed on any lot where such device is more than 6 feet in height above the highest point (exclusive of chimneys) on the building or structure on which it is erected.

Sidewalks and Driveways.

1. 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 not later than completion of construction of the dwelling. They shall be constructed adjacent to the curb and shall meet all municipal or other ordinances or laws. Lot owners shall match the sidewalk in color, texture and scoring pattern to the sidewalks already constructed in the subdivision.

2. Driveways on Lot 4, Block 1, and on Lots 6, 8 and 11, Block 2 shall be not less than 12 feet in width, and when a driveway does not encompass
the full width of the access strip, the unimproved portion of the
access strip shall be planted in lawn or landscaped and maintained by
the lot owner. No gravel shoulders shall be installed along a drive-
way defined in this subsection. A buried sprinkler system shall be
provided on both sides of the driveway with sufficient numbers of
sprinklers to adequately water the unpaved portions. The landscaped
portion along the foregoing lots shall be considered as a part of the
front yard of the lot and shall be designed consistent with the land-
scape of adjacent lots at the time of installation and shall be
maintained to the same standards as the adjacent lots. Landscape
design shall be approved by the Landscape Committee provided for in
subsection (J)(3) hereof. The Committee may waive the sprinkler
requirements if it finds that the proposed landscaping does not need
watering in the summer months and meets the requirements of this
section (J).

(3) The Landscape Committee, hereinafter called "Committee", shall at all
times consist of not less than five persons, who shall be selected
annually in January of each year by the lot owners in Crestbrook
Subdivision, and shall perform the functions required of by these
Covenants and Restrictions.

(4) Lot owners of Lots 4, Block 1, and Lots 6, 8 and 11 of Block 2, will
not construct or alter any landscaping on the access portion of the
lot until:

(a) They have submitted to the Committee a set of plans and
specifications therefor in form satisfactory to the Committee,
showing insofar as is appropriate (1) the locations of driveways,
parking and landscape areas; (2) the landscaping design; and

(b) Such plans and specifications have been approved in writing by
the Committee. Approval of said plans and specifications may be
withheld, because of their noncompliance with any of the
restrictions and conditions contained herein.

(c) If at any time the lot owner shall have submitted to the
Committee plans and specifications and the Committee shall have
neither approved such plans and specifications within thirty (30)
days from the date of their submission, nor notified the lot
owner of its objections within such period, then such plans and
specifications shall be deemed to have been approved by the
Committee. Similarly such restrictions shall apply to action
upon any future revised plans and specification. Upon completion
of the improvement and notice to the Committee, the Committee
shall have the right for a period of ten (10) days from receipt
of such notice to inspect the landscaping for the purpose of determining whether it complies with the plans and specifications previously approved. Within ten (10) days thereafter, the Committee shall either approve the landscaping or notify the lot owner of the changes necessary to comply with the plans and specifications. In the event that the Committee does not act within said ten (10) day period, the improvement shall conclusively be deemed to be satisfactory to the Committee. All communications to the Committee shall be delivered by hand or by mail to the Chair of the Committee.

(K) 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 owners.

(L) Lot Maintenance.

In the event that any lot owner does not commence construction of a residence on said lot upon completion of all 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. In the event that the owner does not maintain a lot in accordance with this section, the lot owner agrees to pay the Landscape Committee provided for in Section (J)(3) hereof an amount per month which is reasonably necessary to provide such maintenance service.

(M) Fences and Hedges.

Except for plantings or fences adjacent to Baker Creek Road, on all lots plantings or site obscuring fences shall not exceed two and one-half feet in height in the front yard or on the side lot lines forward of the building line with the greatest setback on the lot or the adjoining residential lot or on corner lots on the side abutting the street within the subdivision. All fences shall be well constructed of suitable fencing material and shall not detract from the appearance of the dwelling located upon the lot, detract from the appearance of the dwelling located on the adjacent lots, or be offensive to the owners or occupants thereof. Owners of Lots 1 through 4, Block 1, of CRESTBROOK ADDITION, Division 1, shall be required to maintain and repair, and replace when necessary, any fences, structures or landscaping existing when any such lot is purchased by such owner or which may subsequently be installed thereon by the Declarant.
(N) **Landscaping Time Frames and Prohibited Foliage Types.**

Landscaping must be in place no later than 120 days after completion of construction, or occupancy of dwelling whichever comes first. Exceptions to this may be granted by the landscape committee because of adverse weather or ground conditions. No Poplar trees, Quaking Aspen trees, or Sumac trees or bushes shall be planted within the Subdivision.

(Q) **Livestock and Poultry.**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes, and that all applicable city and county ordinances pertaining to such pets are strictly complied with.

(Q) **Signs.**

No sign shall be erected on any lot or attached to any improvement except that not more than one "For Sale" or "For Rent" sign not exceeding eighteen inches (18") high by twenty-four inches (24") wide may be placed by the owner, the Declarant, or by a licensed real estate agent. This restriction shall not prohibit the temporary placement of "political" signs on any lot by the owner or the placement of a professional sign by the developer.

(Q) **Building Setbacks.**

No building shall be located on any lot nearer than 20 feet to the front lot line; nearer than 20 feet to the rear lot line; or nearer that 10 feet to the side lot line. On corner lots, the side yard shall be a minimum of 20 feet on the side abutting the street. A detached outbuilding of less than 100 sq. feet in area may be located not less than ten (10) feet from the rear lot line of all lots.

(R) **Planting Islands.**

Lot owners shall be equally responsible for the maintenance of the planting islands. Should they fail to do so, the Landscape Committee provided for in Section (J)(3) hereof may do so and the costs thereof shall be paid proportionally by all lot owners. Should lot owners and the Landscape Committee fail to maintain the planting islands, the City shall have the authority to maintain the islands and to charge the lot owners for any costs incurred. Such charges shall be a lien against all the lots in the subdivision.
(S) Commercial Business.

No commercial business of any type shall be allowed to be established on or operated from this development unless such business activity shall have gained approval from appropriate zoning authorities.

(T) Nonoperable Motor Vehicles.

There shall not be stored, parked or kept upon said lots or tracts in open and plain view any motor vehicle which is in a rusted, wrecked, junked or partially dismantled or inoperative or abandoned condition, whether attended or not, unless it is completely enclosed within a building. Any such motor vehicle shall constitute a condition tending to reduce the value of the property; to invite plundering; to create fire hazards; to constitute an attractive nuisance creating a hazard to the health and safety of minors; and to be a nuisance; and it shall be the duty of the owner of the property or of the lessees or other person in possession of the property upon which such vehicle is located, either to remove the same or have the same housed in a building where it will not be visible from the street or other property.

(U) Trash or Refuse.

No open air trash burning will be allowed at any time on any property included in this development. No garbage, trash or refuse will be allowed to accumulate on any property contained in this development.

(V) Grandfather Clause.

Improvements located within the Subdivision which were constructed or installed prior to the recordation of these Protective Covenants shall not be required to be reconstructed, remodeled or reformed to conform to these Protective Covenants; provided, however, that any future construction other than repairs and normal maintenance, shall conform to the terms and provisions set forth in these Protective Covenants.

ARTICLE III.

General Provisions

(A) Duration.

The covenants, easements and restrictions contained herein are to run with the land for the benefit of each owner of land and such subdivision shall
imure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, easements, and restrictions shall remain in full force and effect until amended or revoked in the manner provided herein.

(B) Enforcement.

Any owner, or the owner of any recorded mortgage or recorded trust deed on any part of said property shall have the right to enforce by any proceeding at law or in equity, all the restrictions, conditions, covenants, reservations, easements, means and charges now or hereafter imposed by the provisions of this declaration. The failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(C) Severability.

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

(D) Amendments.

The covenants and restrictions of this declaration may be amended or terminated by an instrument signed by not less than 80% of the lot owners. Any amendment must be properly recorded.

(E) Attorney's Fees.

In the case a suit or action is instituted to enforce any of the provisions hereof, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court may adjudge reasonable as prevailing party's attorney fees on such appeal.

DATED this 14th day of __________, 1990.

CRESTBROOK, an Oregon partnership

[Signatures]

Gunter H. Schuman, partner
Claudia F. Huwaldt, partner

STONEY A. HUWALDT, individually
CLAUDIA F. HUWALDT, individually

Page 8 - DECLARATION OF PROTECTIVE COVENANTS FOR CRESTBROOK ADDITION
STATE OF OREGON  )  ss:  
County of Yamhill  ) 

Personally appeared the above named Sidney A. Huwaldt and 
Claudia F. Huwaldt and acknowledged the foregoing instrument to 
be their voluntary act and deed.

June 11, 1990

[Signature]
Notary Public for Oregon
My Commission Expires: 6-9-93

STATE OF OREGON  )  ss:  
County of Yamhill  ) 

The foregoing instrument was acknowledged before me this 11th day of 
June, 1990 by Lester M. Cushman, partner and Claudia F. Huwaldt, partner 
on behalf of CREST BROOK, an Oregon partnership.

[Signature]
Notary Public for Oregon
My Commission Expires: 6-9-93

008775

STATE OF OREGON  )  ss.
COUNTY OF YAMHILL  ) 

I hereby certify that this instrument 
was received and duly recorded 
by me in Yamhill County records. 

[Signature]
CHARLES STERN,
COUNTY CLERK
AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS
FOR
CRESTBROOK ADDITION, DIVISION I

THIS AMENDMENT, made this 11th day of January, 1991, by the undersigned lot owners of Crestbrook Addition, Division I, hereinafter called the "Declarant":

WITNESSETH:

WHEREAS, on June 11, 1990, there was made and executed a Declaration of Protective Covenants for Crestbrook Addition, a recorded Subdivision, recorded September 5, 1990, in Film Volume 247, Page 657, Deed and Mortgage Records, Yamhill County, State of Oregon; and

WHEREAS, the lot owners of record desire to amend said Declaration of Crestbrook Addition, Division I, appertaining to the lots and or parcels in said Subdivision set forth in said Declaration under Article II, Section "R", Planting Islands" (Page 6 of Declaration); and

WHEREAS, the Declarants desire to clarify the definition of the term "Planting Island" and the assessment of maintenance costs, as set forth in Article II, Section "R", (Page 6 of Declaration).

NOW, THEREFORE, Article II, Section "R" of the aforesaid Declaration is amended to read as follows:

All lot owners shall be equally responsible for the maintenance (which maintenance includes, but is not limited to, landscape care, maintenance of water and electrical lines, and water and electrical charges) of the planting islands and areas as follows:

1. The island in the middle of Pinehurst Drive.
2. The Southerly tip of Lot 1, Block 2.
3. That portion of Lots 1 through 4, Block 1, lying between the existing concrete fence and Baker Creek Road.

4. The Southeast corner portion of Lot 1, Block 1, lying between the existing concrete fence and Pinehurst Drive.

Should they fail to do so, the Landscape Committee provided for in Section (J)(3) thereof may do so and the costs thereof shall be paid proportionally by all lot owners, which costs shall be a lien against those lots in the subdivision for which a proportionate payment has not been made. Should lot owners and the Landscape Committee fail to maintain the planting islands, the City shall have the authority to maintain the islands and to charge the lot owners for any costs incurred. Such charges shall be a lien against all the lots in the subdivision.

IN ALL OTHER RESPECTS, said Declaration shall remain the same in force and effect.

Lots 2, 3, 5 and 10, Block 1
CRESTBROOK, an Oregon Partnership
By: Diancia J. Hunter
Partner

Lot 1, Block 1
Diancia J. Hunter

Lots 1, 7, 10 and 11, Block 2
CRESTBROOK, an Oregon Partnership
By: Diancia J. Hunter
Partner

Lot 6, Block 2
Diancia J. Hunter

Lot 8, Block 1

Lot 5, Block 2
Mary B. Sprungblatt

PAGE 2
STATE OF OREGON  
ss.
County of Yamhill  

Personally appeared the following persons on the date indicated:

1. on the 11th day of January, 1991, CLAUDIA P. HUVALDT; and  
2. personally appeared on the 14th day of January, 1991,  
   PAULA J. VITING and JACK VITING, husband and wife; and  
3. personally appeared on the 14th day of January, 1991,  
   SUMNER P. YOUNGBLUTT and MARY L. YOUNGBLUTT, husband and  
   wife; and  
4. personally appeared on the 16th day of January 1991,  
   MICHAEL A. JONES; and  
5. personally appeared on the 17th day of January, 1991,  
   SHELLEY J. JONES; and  
6. personally appeared on the 17th day of January, 1991,  
   DOUGLAS S. FREDRICKS; and  
7. personally appeared on the 18th day of January, 1991,  
   JERRY L. FREDRICKS; and  
8. personally appeared on the 25th day of January, 1991,  
   GAYLE DOWIS ARMSTRONG; and  
9. personally appeared on the 31st day of January, 1991,  
   JUDY M. RUTSCHMAN and DONALD A. RUTSCHMAN, husband and  
   wife; and  
10. personally appeared on the 19th day of February, 1991,  
    PAULA J. VITING; and  
11. personally appeared on the 20th day of February, 1991,  
    FRANK E. PIPPE and HANNA L. PIPPE, husband and wife; and  
12. personally appeared on the 22nd day of February, 1991,  
    ALAN A. RUDEN; and  
13. personally appeared on the 25th day of February, 1991,  
    MICHAEL DOLLARHIDE and SHARON DOLLARHIDE, husband and  
    wife; and  

PAGE 1
14. personally appeared on the 25th day of February, 1991, RODNEY C. BROWN; and
15. personally appeared on the 1st day of March, 1991, ANNE RAU and PETER RAU, husband and wife; and
16. personally appeared on the 25th day of March, 1991, JOHN ELLINGER and KRIE ELLINGER, husband and wife; and
17. personally appeared on the 25th day of March, 1991, ALAN A. AMERSON; and
18. personally appeared on the 28th day of March, 1991, MICHAEL R. ARMSTRONG; and

who acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: 

[Signature]
Notary Public for Oregon
My Commission Expires: 12-4-92

PAGE 2
Lot 4, Block 2  

Randall Witt

STATE OF OREGON  
County of Hillsboro  

Personally appeared the above-named RANDALL WITT and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:  

Notary Public for Oregon  
My Commission Expires: 8/20/91

5-9-91
Block 1, Lot 4

Virginia A. Brown

Personally appeared the above-named VIRGINIA A. BROWN and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me: Katherine MCloRE
Notary Public for Oregon
My Commission Expires: 7/21/204

003940

STATE OF OREGON )
COUNTY OF YAMHILL)

I hereby certify that this instrument was received and duly recorded by me in Yamhill County records.

Instrument #

CHAMBERS SHERIFF,
COUNTY CLERK

5.9.91
AMENDMENT TO RESIDENTIAL COVENANTS
CRESTBROOK & CRESTBROOK 1ST ADDITION

Article II Section D (roofs) of the Residential Covenants has been amended to include architectural 50 composition roofing. This amendment was approved as per section D of Article III of the Declaration of Protective Covenants for Crestbrook and Crestbrook 1st Addition, a subdivision, by Homeowner vote on February 22, 2007.

This amendment is acknowledged by the Crestbrook Landscape Committee and will be duly recorded.

Crestbrook Landscaping Committee

Tim Roberts, President
Caitlin Cushman, Treasurer

STATE OF OREGON, County of Yamhill)ss.
On this day before me personally appeared Tim Roberts, whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal on the date first written above.

[Signature]
Notary Public for Oregon
My Commission expires: 11/14/2011

STATE OF OREGON, County of Yamhill)ss.
On this day before me personally appeared Caitlin Cushman, whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and fixed my official seal on the date first written above.

[Signature]
Notary Public for Oregon
My Commission expires: 6/24/11
CRESTBROOK
A SUBDIVISION IN THE JOHN G. BAKER D.L.C.
NO. 48 IN THE NW 1/4 SEC. 17, T45, R4W, W.M.
CITY OF McMinnville, OR
YAMHILL COUNTY
APRIL 1990

SURVEYOR’S CERTIFICATE

VOL. 3 PAGE 33

L. JERRY C. OLSON, BEING FIRST Duly SWORN, DEPOSE AND SAY THAT I HAVE
SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND DESCRIBED AS CRESTBROOK WHICH IS THE LOCATED AS
FOLLOWS:

A PARCEL OF PROPERTY IN THE JOHN G. BAKER DONATION LAND CLAIM, NO. 48 IN SECTION 17, T45, R4W, W.M.,
CITY OF McMinnville, OR, AS DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BAKER DONATION LAND
CLAIM;

THEREFROM NORTH 89° 11’ EAST ALONG THE NORTH LINE OF SAID DONATION
LAND CLAIM 468.36 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THAT
TRACT CONTAINED FOR A BOROUGH LINE AGREEMENT IN VOLUME 60, PAGE 150 OF THE
YAMHILL COUNTY RECORDS;

THEREFROM SOUTH 89° 11’ WEST TO THE CENTERLINE OF SAID BAKER CREEK ROAD;

THEREFROM NORTH 61° 22’ EAST ALONG SAID CENTERLINE 976.60 FEET TO THE
SOUTHEAST CORNER OF THE SAID BAKER CREEK ROAD;

THEREFROM NORTH 89° 11’ EAST ALONG THE EAST LINE OF SAID BAHAMIA TRACT
TILTED 22° TO THE TRUE POINT OF BEGINNING;

WHEREON THE BOUNDARY LINE AGREEMENT REFERRED TO ABOVE IS LOCATED ON A BOROUGH LINE AGREEMENT IN VOLUME 60, PAGE 150 OF THE
YAMHILL COUNTY RECORDS;

THEREFROM SOUTH 89° 11’ WEST TO THE CENTERLINE OF SAID BAKER CREEK ROAD;

THEREFROM NORTH 61° 22’ EAST ALONG SAID CENTERLINE 485.71 FEET TO THE
SOUTHEAST CORNER OF THE SAID BAKER CREEK ROAD;

EXCEPT BAKER CREEK ROAD.

CONTAINING 8.9 ACRES.

APPROVALS

CITY OF McMinnville, PLANNING COMMISSION-CHAIRMAN
By:

DATE

CITY OF McMinnville, PLANNING COMMISSION-MEMBER
By:

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