COVENANTS, CONDITIONS AND RESTRICTIONS

These covenants and restrictions apply to that property described in the attached Exhibit "A," (The "Property"). They are enforceable by owners of the Property as well as the "Benefitted Property" which is property owned by the undersigned adjacent to and West of the described property, and more particularly described in the attached Exhibit "B."

The undersigned adopt the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the Benefitted Property.

These Covenants, Conditions and Restrictions shall constitute the Covenants to run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the Property or any part thereof and shall inure to each owner of the Property and the Benefitted Property and that owner's heirs, successors and assigns.

GENERAL PROVISIONS

No structure shall be constructed on the Property other than single-family dwellings including a private garage for two (2) or more cars and a storage building on each lot. No manufactured home, as defined in GRS 446.003, or mobile home shall be sited on the Property.

No temporary or unfinished building shall be used as a residence.

No poultry or livestock shall be kept on the Property.

No noxious or offensive trade shall be carried on upon the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the surrounding property.

At no time shall the Property or street frontage be used as a storage area for old cars, appliances or other material which shall detract from the appearance of the surrounding property.

The streets or front driveway of the homes on the Property shall at no time be used for the storage or long term parking of boats, trailers, campers, motor homes, wood or other materials.

Upon completion of the dwellings, and within one hundred twenty (120) days of approval for occupancy, the Property shall be landscaped in the front and side yards abutting the structures. The entire lot shall be landscaped within two hundred forty (240) days of such approval.

No satellite dishes shall be installed, the top most point of which is greater than ten (10) feet above the general ground level. In addition, no otherwise permitted television antenna, radio aerials or rotary beams shall be erected or placed where 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.

No fence shall exceed eight (8) feet in height and shall be maintained in good condition at all times.

BUILDING RESTRICTIONS

The total living area of homes built on the Property shall be not less than 1250 square feet and each dwelling shall have at least a two car garage. Carports shall not be allowed.

The structures built shall have exterior colors of earth tones or pastels and the roofs shall be compatible with the structure color.
All siding shall be brick, stone, cedar or LP masonite horizontal board-type siding or comparable material on all structures. No log construction or T1-11 type of siding shall be allowed.

All driveways shall be paved with cement.

All construction must be completed and the occupancy permit issued within 365 days from the issuance of the building permit.

ENFORCEMENT

These restrictions shall be for the protection and benefit of each of the property owners or occupants of any portion of the Property and the Benefitted Property. Any such person shall have the right to enforce these restrictions at law or in equity or in both.

These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of the Property and all persons claiming by, through or under them until ten years from the recording of this document, at which time these covenants shall be automatically extended for successive periods of ten years unless the then owners of at least three quarters of the owners of the Benefitted Property agree by the signing of a document duly recorded which agrees to the change of said covenants in whole or part.

If any suit or action is brought on this covenant, the losing party agrees to pay the prevailing party's reasonable attorney fees to be fixed by the trial court, and on appeal the prevailing party's reasonable attorney fees to be fixed by the appellate court, including any petition for review.

Invalidation of any of these covenants, restrictions or conditions by any court order, judgment or decree shall in no way affect any of the remaining provisions which shall continue to remain in full force and effect.

RAMON DUYN

CELISTE DUYN

STATE OF OREGON

County of Yamhill

Before me this 11 day of July, 1994, appeared the above-named Ramon Duyan and Celeste Duyan and acknowledged the foregoing instrument to be their voluntary act and deed.

A. R. BECK

Rotary Public for Oregon
My Commission Expires: 12-31-94

After Recording Return to:

Ramón Duyan

1255 W. 2nd

McMinnville, OR 97128
EXHIBIT A

Parcel 1 and Parcel 2 of Partition Plat 93-11 recorded March 10, 1993, in Film J, Page 337, Records of Plat for Yamhill County, Oregon.

EXHIBIT B

A tract of land in Section 19, Township 4 South, Range 4 West, Yamhill County, Oregon, being part of that certain tract of land conveyed from Rausen Hinks to George and Rebecca Vossler by Deed recorded in Volume 176, Page 503, Yamhill County Deed Records, and being described as follows:

Beginning at an iron pipe in West 2nd Street at the Southwest corner at said Vossler tract; thence North 1495.05 feet along the West line of said Vossler tract to an iron rod; thence North 89°39' East 366.62 feet to an iron rod on the East line of said Vossler tract; thence South 00°07'08" West 1495 feet to an iron pipe at the Southeast corner of said Vossler tract; thence South 89°39' West 365.53 feet to the beginning.

EXCEPTING therefrom the property described in "EXHIBIT A" above and subject to the rights of the public in and to that portion of the herein described property lying within the limits of West 2nd Street and other matters of record.

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

35.00
1994/11051 12:42pm 07/13/94
004 003873 12 87 002263 R
1 PA2 3 0 15.00 0.00 0.00 0.00 0.00
24.00

3 of 3
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF CYPRUS HILLS

INDEX
Section 1. Architectural Controls
Section 2. Use and Maintenance of Property
Section 3. Party Walls and Structural
Section 4. Obligation to Rebuild Townhouse
Section 5. General provisions of the CC&R's

COVENANTS, CONDITIONS and RESTRICTIONS of CYPRUS HILLS, a Subdivision in the City of
McMinnville, County of Yamhill and, State of Oregon.

These Covenants, Conditions and Restrictions (hereinafter referred to as "CC&R's") are made this 14 day of
March, 1996 by J.C. Reeves Corporation (hereafter referred to as Declarant), an Oregon Corporation.
J.C. Reeves Corporation is the developer of Cypress Hills, City of McMinnville, Yamhill County, Oregon with
its final plat recorded in Yamhill County, Oregon. On the date of execution of these CC&R's, Declarant was
the owner of each of the platted lots in the Subdivision and Parcel Number 1 and Parcel Number 2 Partition Plat
1993-11. Parcel Number 1 and Parcel Number 2 Partition Plat 1993-11 shall be governed by these CC&R's.
Declarant adopts these CC&R's in compatibility with the Subdivision and to provide for minimum standards
for the use and maintenance of lots, and residences. These CC&R's shall supersede all provisions of the
CC&R's recorded on the 13th day of July, 1994, Film Volume 312, Page 273 in Yamhill County records.
These CC&R's shall supersede all provisions of the CC&R's recorded on 7/13/94, Film Volume 312, Page 273
in Yamhill County Records. These CC&R's shall run with the land and shall burden each lot in the Subdivision
under the following terms and conditions:

After Recording Return To:

J.C. Reeves Corporation
4850 SW Scholls Ferry Road
Suite #302
Portland, Oregon 97225

1/4
Section 1. ARCHITECTURAL CONTROLS

1.1 Before any structure may be constructed within the Subdivision, the owner of the proposed construction site shall comply with these CC&R's. Failure to do so shall be deemed a violation of the CC&R's.

1.2 Architectural control over any improvement within the Subdivision shall be exercised exclusively by Declarant so long as Declarant owns any property within the Subdivision.

1.3 Before construction may begin on any lot, the owner of that lot shall submit the following to Declarant for architectural review and approval:

a) A proposed site plan showing the location, layout dimensions and configuration and elevations of the proposed structures as well as proposed landscaping and fencing. Rear yard fencing six feet or less in height is acceptable and a "good neighbor" style of fencing is acceptable. Manufactured mobile homes, pre-manufactured homes, wire fencing and cyclone style fencing are unacceptable.

b) A proposed building plan and supporting drawings showing the style and design of the proposed residence including the type of exterior materials and color samples to be used. All exterior elevations are to be double wall construction of cedar, redwood, and masonry as acceptable siding materials. Concrete tile in a shake pattern, or cedar shake are acceptable roof materials.

c) All residences shall have a minimum of a two car garage.

1.4 Within ten (10) days after the plans are submitted, the plans shall be reviewed by Declarant and the lot owner shall be advised in writing as to Declarant's decision. No structure or clearing of the lot shall be started without the approval of Declarant. If any aspect of the proposed plan does not meet Declarant's development concepts for the Subdivision, the lot owner shall revise and re-submit them until they are approved. No response from Declarant shall not be deemed as an approval by Declarant.

1.5 Declarant shall have control over the development concept, which may vary from lot to lot within the subdivision. Front yard, backyard, and side yard setbacks shall conform to a minimum of City of McMinnville zoning requirements.

1.6 The owners of each lot shall be responsible for any and all damage to curbs, streets, sidewalks, and utilities adjoining their lots during construction. No structure shall be occupied until all damage is repaired. Builders and owners shall keep the street clean and free from mud and debris at all times. Failure to do so will allow Declarant to halt construction. The construction site shall be kept clear of debris.

1.7 After approval of the plans, the lot owner may begin construction in accordance with the plans. Construction not in conformity with the approved plans, or any other non-conformance or violation of the requirements, shall be deemed a violation of these CC&R's and will allow Declarant to halt construction immediately.
1.8 If, after inspection, Declarant believes any construction is not in conformance with the approved plans, it may halt construction, without court order, and may require, with court order, that corrective action be taken before construction can continue. Declarant shall not be liable for any damages, delays or inconveniences caused by its inspection, whether or not the inspection results in the discovery and correction of any unapproved work.

1.9 Declarant reserves the right to waive any of these CC&R’s. However, any such waiver must be in writing and signed by an authorized Declarant representative. A waiver given to one lot owner does not entitle other lot owners to a similar waiver. This paragraph (1.9) shall not be construed to excuse compliance with the City of McMinnville’s ordinances or codes applicable to any lot or other property within Cypress Hills and shall not apply to paragraph 2.2 of Section 2 of these CC&R’s.

Section 2. USE AND MAINTENANCE OF PROPERTY

2.1 All lots in the Subdivision shall be for attached or detached single family residential use only. No business venture shall be conducted in or about any property in the Subdivision except for: (a) builder’s temporary sales offices or model homes; and; (b) one room offices which are not designated by exterior signs.

2.2 Each lot owner in the Subdivision shall be responsible for the maintenance and repair of any and all improvements included in the area between their rear and side property lines and the nearest curb(s), including but not limited to fences, brick walls and pillars, sidewalks, landscaping between brick wall and sidewalks, street trees, surface water drainage, private drainage systems that may exist on the property, roofs, gutters and down spouts, painting, staining and glass surfaces. Each owner shall maintain their Lot and improvements in a clean and attractive condition, in good repair and in such a fashion as not to create a hazard or offensive condition of any kind. In addition, each Owner shall keep shrubs, trees, grass and plantings of every kind neatly trimmed, properly cultivated and free of trash, weeds and other unsightly materials. Planting of landscaping materials shall begin within three months and be substantially complete within nine (9) months after the residence is completed. No owner shall permit the growth of noxious or annoying weeds on his property.

2.3 No boat, motorcycle, motor home, mobile home, pre-manufactured home, camper, trailer, play structure, or recreational vehicle shall be kept in open, public view in the Subdivision. Such items must be stored in a garage or in the side or backyard so long as it is fully screened from public view and not extending beyond the front of the home.

2.4 The total living area of any residence - excluding open porches and garages - shall not be less than 1,400 square feet.

2.5 Easements as shown on the Subdivision plat shall be preserved by the respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement or the utility therein. The owner of any lot which has an easement shall maintain the easements area at his expense, except for improvement for which a public authority or utility is responsible.

2.6 No disabled or dismantled vehicle shall be parked on any street or lot in public view for more than fourteen (14) days. No animals, livestock or poultry of any kind shall be kept on any Subdivision lot; however,
dogs, cats and other household pets may be kept if in compliance with local controls and it is the responsibility of each owner not to allow their pet to roam freely through the subdivision. In no case shall animals be kept for any commercial or breeding purposes.

2.7 All refuse shall be kept in sanitary containers and shall not be dumped in the Subdivision. Refuse containers shall be stored in the garage or screened from public view.

2.8 No trailer, van, bus, camper, truck, tent, garage, barn, shack, or storage structure located in the Subdivision shall be used as a residence, either permanently or temporarily.

2.9 No roof mounted antenna of any kind shall be erected on any dwelling or building. No dish style antenna or satellite antenna with a diameter of three (3) feet or more shall be used in the Subdivision.

2.10 No sign of any kind shall be posted on any lot except for one sign with a maximum size of 18 inches by 24 inches advertising the property for sale or rent.

Section 3. TOWNHOUSE PARTY WALLS AND STRUCTURAL

3.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwellings upon the Properties and placed on, or immediately adjacent to and parallel with, the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

3.2 Sharing of Repair and Maintenance. A party wall shall be maintained in good and safe condition. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 4. OBLIGATION TO REBUILD TOWNHOUSE

4.1 Damage and Destruction Affecting Townhouse Residences: Duty to Rebuild. If all or any portion of any residence is damaged or destroyed by fire or casualty, it shall be the duty of the Owner of said residence to rebuild, repair, reconstruct said residence, in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty.

4.2 Time Limitation. The Owner or Owners of any damaged residence shall be obligated to proceed with all due diligence thereunder and shall commence reconstruction within six (6) months after the damage occurs and complete reconstruction within twelve (12) months after the damage occurs, unless prevented by causes beyond their reasonable control.
Section 5. **GENERAL PROVISIONS OF THE C.C & R's**

5.1 These C.C&R's shall run with and burden each of the Subdivision lots to the benefit of any party who holds any right, title or interest in any lot.

5.2 (a) Unless extended, revised or repealed, these C.C&R's shall expire after thirty (30) years. (b) These C.C&R's may be extended by recording, within sixty (60) days of the expiration date, a written instrument, signed by 80% or more of the Subdivision lot owners, which states their intention to extend the C.C&R'S life. Any extension must be for a minimum of two (2) years and a maximum of ten (10) years. The same procedure shall apply for successive extensions.

5.3 Any modification, repeal or amendment to these C.C&R's must be executed and recorded by Declarant as long as Declarant holds legal title to any lot in the Subdivision or is still in the process of exercising architectural control per Section 1. Other modifications, repeal or amendments can happen only after Declarant has fulfilled its architectural responsibilities and no longer holds legal title to any lot and only if 80% or more of the lot owners sign and record a written instrument.

5.4 In spite of the provisions of Paragraphs 3.2 and 3.3, Section 1 of these C.C&R's shall expire when Declarant no longer has legal title to any lot and has fulfilled its responsibility to plan review. After that time, neither Declarant nor anyone else shall have the right to architectural review, except as to the enforcement provisions of Section 1.

5.5 Limitation of Liability of Declarant: Neither Declarant nor any officer, director or employee thereof shall be liable to any owner or on account of any action of failure to act of Declarant in performing its duties or rights thereunder, provided that Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.

5.6 Enforcement: Should any person violate or attempt to violate any provisions of these Covenants, Conditions & Restrictions, the Declarant or any other person or persons owning any lots within Cypress Hills at its or their option, but without obligation, shall have the full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of these Covenants, Conditions & Restrictions, either to prevent the doing of such or to recover damages sustained by reason of such violation. Failure by any other to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.7 Right of Rejection: Potential buyers of lots in Cypress Hills are granted a three-day right of rejection. Purchasers of lots in Cypress Hills must sign a statement that they are aware of the fact that the adjoining property to the West of Cypress Hills is a city owned park which is scheduled to be an outdoor amphitheater when funds are eventually available to the McMinnville City Park Department for construction of the amphitheater. Such development is planned but not guaranteed.
J.C. REEVES CORPORATION

STATE OF OREGON

Jerry C. Reeves PE, President

County of Yamhill

Personally appeared before me this 11 day of April, 1996, Jerry C. Reeves who, being duly sworn did say that he is the President of J.C. Reeves Corporation, an Oregon Corporation, and that said instrument was signed on behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

Commission expired: April 18, 1997
Amendment to the Covenants, Conditions and Restrictions for Cypress Hills

This is being recorded to amend those certain Covenants, Conditions and Restrictions recorded April 11, 1996 as fee number 199605476.

The Covenants, Conditions and Restrictions are hereby amended as follows:

1.3 (b) A proposed building plan and supporting drawings showing the style and design of the proposed residence including the type of exterior materials and color samples to be used. All exterior elevations are to be double wall construction of cedar, redwood and masonry as acceptable siding materials. Concrete tile in a shake pattern, cedar shake or charcoal black asphalt shingle are acceptable roof materials.

The previous paragraph on roof and siding type is hereby deleted and replaced with the above.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 28th day of October, 1999.

[Signature]

STATE OF OREGON

KATHI J. LAWRENCE, NOTARY PUBLIC

BE IT REMEMBERED, that on this 28th day of October, 1999, Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Jerry C. Reeves, P.E., as President of J.C. Reeves Corporation, an Oregon Corporation, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

[Signature]

NOTARY PUBLIC FOR OREGON

My commission expires: 4 March 2003
CYPRUS HILLS
A TRACT OF LAND IN THE NE 1/4 SECTION 19, T. 4 S., R. 4 W., W.M.,
SOLOMON BEARY DCL #54, YAMHILL COUNTY, OREGON
JANUARY 22, 1996

SURVEYOR'S CERTIFICATE:

I, JAMES A. M. DEVEX, hereby certify that I have correctly surveyed the described tract of land and that the plat is true and correct, and that the plat was prepared in accordance with the Oregon Revised Statutes Title 62, Procedure, and that the plat is recorded in the Yamhill County Recorder's Office of Yamhill County, Oregon.

THE BOUNDARY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE INITIAL POINT AND SAID INITIAL POINT BEING THE
SOUTHEAST CORNER OF SE 1/4, BLOCK 11, PLAT OF "CYPRUS POINT FIRST
ADDITION," RECORDS AS FLS. 3, PAGE 453 AND PAGE 464, RECORDS OF
YAMHILL COUNTY, OREGON.

THENCE 25.000 FT. EAST FROM SAID POINT TO THE WEST BOUNDARY OF SAID
ADDITION AND THERE AT THE TERMINAL POINT OF SAID PLAT
MARKED WITH A 3/4 INCH IRON PIPE having a yellow plastic cap

THENCE 89.56 FT. NORTH FROM THE TERMINAL POINT ON THE WEST
BOUNDARY TO THE EAST BOUNDARY OF SAID PARCEL. PARCEL LOTS
PLATTED IN PARCEL PLAT 1993-12, YAMHILL COUNTY PLAT RECORDS.

THENCE 199.50 FT. SOUTH FROM THE EAST BOUNDARY OF SAID PARCEL NO. 3
TO THE WEST BOUNDARY OF SAID PARCEL NO. 3, PARCEL PLAT 1993-12,
YAMHILL COUNTY PLAT RECORDS.

THENCE 89.56 FT. SOUTH FROM THE WEST BOUNDARY OF SAID PARCEL
NO. 3 TO THE NORTH BOUNDARY OF SAID PARCEL NO. 3, PARCEL PLAT
1993-12, YAMHILL COUNTY PLAT RECORDS.

THENCE 199.50 FT. NORTH FROM THE NORTH BOUNDARY OF SAID PARCEL
NO. 3, PARCEL PLAT 1993-12, YAMHILL COUNTY PLAT RECORDS.

THENCE 89.56 FT. EAST FROM THE NORTH BOUNDARY TO THE WEST
BOUNDARY OF SAID PARCEL NO. 3, PARCEL PLAT 1993-12, YAMHILL
COUNTY PLAT RECORDS.

THENCE 25.000 FT. SOUTH FROM THE WEST BOUNDARY TO THE TERMINAL
POINT OF SAID PLAT, MARKED WITH A 3/4 INCH IRON PIPE having a yellow
plastic cap.

THENCE 199.50 FT. WEST FROM THE TERMINAL POINT OF SAID PLAT
TO THE SOUTH BOUNDARY OF SAID PARCEL NO. 3, PARCEL PLAT
1993-12, YAMHILL COUNTY PLAT RECORDS.

THENCE 15.00 FT. SOUTH FROM THE SOUTH BOUNDARY OF SAID PARCEL
NO. 3 TO THE EAST BOUNDARY OF SAID PARCEL NO. 3, PARCEL PLAT
1993-12, YAMHILL COUNTY PLAT RECORDS.

THENCE 25.000 FT. WEST FROM THE EAST BOUNDARY TO THE TERMINAL
POINT OF SAID PLAT, MARKED WITH A 3/4 INCH IRON PIPE having a yellow
plastic cap.

A SUBDIVISION PLAT CONSISTING OF 1 ACRES

THENCE 30.00 FT. WEST FROM THE TERMINAL POINT OF SAID PLAT
TO THE SOUTH BOUNDARY OF SAID PARCEL NO. 3, PARCEL PLAT
1993-12, YAMHILL COUNTY PLAT RECORDS.

A TRUST DEED DEED RECORDS
WASHINGTON COUNTY DEED RECORDS.

DECLAREATION:

KNOW ALL PERSONS BY THESE PRESENTS THAT JERRY C. DEVEX IS THE
PRESIDENT OF JC DEVEY CORPORATION AND THAT JC DEVEY CORPORATION IS THE
OWNER OF THE LANDS REPRESENTED BY THE ATTACHED MAP AND MORE
PARTICULARLY, THE BOUNDARIES DESCRIBED IN THE SURVEYOR'S CERTIFICATE.
SAID LANDS IS TO BE SURVEYED AND PLATTED IN ACCORDANCE WITH THE
OBSERVATIONS AND REHABILITATIONS PROVIDED THEREIN.

STATE OF OREGON
COUNTY OF YAMHILL

ON THIS 22nd DAY OF JUNE, 1996, BEFORE ME, A NOTARY PUBLIC IN THE STATE OF OREGON, DID JERRY C. DEVEX, IN THE PRESENCE OF THE ABOVE NAMED LANDS, IDENTIFY HIMSELF, DESCENDANT,但对于 AND EXECUTED THE AOREA DEED IN FULFILLMENT OF THE SURVEYOR'S CERTIFICATE. SUBSCRIBERS AND EACH TO BE HEREIN, A NOTARY PUBLIC IN THE STATE OF OREGON.

NARRATIVE:

THE NORTH BOUNDARY OF THIS SUBDIVISION IS DETERMINED BY THE TRUE POINTS ALONG THE TRUE POINTS ALONG THE CENTERLINE OF THE STREET AS SHOWN.

THE WEST BOUNDARY OF THIS SUBDIVISION IS DETERMINED BY THE TRUE POINTS ALONG THE TRUE POINTS ALONG THE CENTERLINE OF THE STREET AS SHOWN.

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