CONDITIONS COVENANTS AND RESTRICTIONS

This DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS FOR HIGHLAND AT HESS CREEK – PHASE 1, a subdivision in the City of Newberg, Yamhill County, Oregon (herein known as the “Declaration”) is hereby made and executed this 30th day of November 2007, by the Undersigned (who constitutes and is the sole owner of real property more particularly described on attached Exhibit “A”);

RECITALS:

WHEREAS, the undersigned Owner desires to create specific conditions, covenants and restrictions contained herein for the benefit of all of the parcels set forth on a portion of the real property set forth on attached Exhibit “A” and any modifications thereto and their present and subsequent Owners. The undersigned owner does hereby state that subsequent to the date of execution hereof, a subdivision plat known as HIGHLANDS AT HESS CREEK – PHASE 1 consisting of thirty four (34) residential lots will be recorded associated with the said real property with a copy of the subdivision plat attached hereto as Exhibit “B” with the entire subdivision plat herein known as “affected property”.

SECTION 1- DEFINITIONS

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

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

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

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

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

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

1.6 "Common Areas" shall mean any streets, taxi ways, landscaped areas, entry monuments, entry fences, pedestrian bridges, trails, easement areas, etc. that are maintained and/or owned by an HOA.

1.7 "Utility Easement" means an easement for the installation, repair, maintenance and use of all utilities and public facilities including, but not limited to, power, telephone, natural gas, sanitary sewer and storm drain.

SECTION 2- COMMON SCHEME RESTRICTIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.11.2 No trade, craft, business, profession, commercial, or similar type activity of any kind or nature shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, craft, business, profession, commercial, or similar type activity be kept or stored on any Lot, (unless allowed and permitted by the City of Newberg) excepting the right of any homebuilder, contractor, and the Declarant or Declarant’s affiliates or Declarant’s designee, to construct the infrastructure of the subdivision and residences on the said Lots, and to store construction equipment and materials on said Lots in the normal course of construction of said infrastructure, residences, and/or model homes for the purposes of sales in said phases. Furthermore, during the course of construction of a dwelling, the Owner and/or his contractor shall be authorized to store construction materials and equipment on the said Lot in the normal course of construction, subject to the provisions of Section 3.13.

2.12 Rubbish and Trash. No Lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for timely and proper disposal, out of public view. Yard raking, dirt and other material resulting from landscaping work shall not be dumped onto streets, the Common Areas or any other Lots. Each owner is responsible for trash disposal, and shall only place individual trash containers in the public street (not alleyways) within 12 hours of the scheduled trash collection time and such owners shall remove the individual trash containers from the public street and from public view within 12 hours after collection.

SECTION 3- BUILDING STANDARDS

3.1 No lot shall be used except for residential purposes as a single-family dwelling. There are no mobile homes or manufactured homes allowed whatsoever in any portion of the affected property. No building shall be constructed on any Lot other than one single family dwelling not to exceed 2 stories in height and an attached private garage of sufficient size to store a minimum of one (1) vehicle, as long as an additional off-street parking space is available,
otherwise two (2) garage parking spaces are required. All houses shall be constructed to a minimum of 1,000 sq. ft. excluding the garage area and open porches. All houses shall be constructed with all roofing material at a minimum architectural composition or better, i.e., no 3-tab roofing is allowed, with the said roofing colors to be the same colors as all other houses in the affected property.

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

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

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

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

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

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

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

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

3.3 Setbacks from Property Lines. Minimum setbacks on all Lots in the affected property shall be governed by the applicable City of Newberg development and airport overlay ordinances, if applicable.

3.4 Rain gutters and downspouts. As noted and approved by the City Building Department shall be installed.

3.5 Rubbish and Trash. No Lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for timely and proper disposal, out of public view. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets, the Common Areas or any other Lots. Each owner is responsible for trash disposal, and shall only place individual trash containers in the public street (not alleyways) within 12 hours of the scheduled trash collection time and such owners shall remove the individual trash containers from the public street and from public view within 12 hours after collection.

SECTION 4- EASEMENTS.

4.1 Ingress/egress, utility, drainage, and sidewalk easements are set forth on the plat of HIGHLANDS AT HESS CREEK – PHASE 1.

SECTION 5- MAINTENANCE OF LOTS

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

SECTION 6- COMMON AREA

6.1 No Common Areas exist as set forth on the plat of HIGHLANDS AT HESS CREEK – PHASE 1

SECTION 7- ARCHITECTURAL REVIEW COMMITTEE (ARC)

7.1 No improvement shall be commenced, erected, placed or altered on any Lot until
the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. It is the intent and purpose of this Declaration to assure quality of workmanship and materials and to assure harmony of exterior design with the existing improvements and landscaping. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Lot Owners. The procedure and specific requirements for review and approval of construction may be set forth in design guidelines adopted from time to time by the ARC. Construction by the Declarant is presumed to have been approved and is thereby exempt from the review. In all cases in which the ARC consent is required by this Declaration, the Provision of this Article shall apply.

7.2 The ARC shall consist of no fewer than three (3) members and no more than five (5) members. The Declarant reserves the right to appoint all members of the ARC and all replacements thereto until turnover. The Declarant may appoint a single person to serve as the ARC.

7.3 Except as otherwise provided in this Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining members of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

7.4 The ARC shall consider and act upon the proposals and/or plans submitted pursuant to this Article. The ARC, from time to time and at its sole discretion, may adopt architectural rules, regulations, and guidelines ("Architectural Standards"). The Architectural Standards shall interpret and implement the provisions of this Declaration for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used in the Property; provided, however that the Architectural Standards shall not be in derogation of the minimum standards established by this Declaration.

7.5 The ARC shall render its approval or denial decision with respect to the construction proposal within twenty (10) working days after it has received all material required by it with respect to the application. All decisions shall be in writing. In the event that ARC fails to render its decision of approval or denial in writing within sixty (30) day of receiving all material required by it with respect to the proposal, the application shall be deemed approved. Approval by the ARC does not imply government approval which is solely the responsibility of the Owner.

7.6 The ARC may, at its sole discretion, withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for the Property. Consideration such as sitting or location on the Lot, shape, size, color, design, height, solar access, or other affect on the enjoyment of other Lots of the Common Area, and any other factors which the ARC reasonably believe to be relevant, may be taken into consideration by the ARC in determining whether or not to consent to any proposed work.
7.7 Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing the ARC's right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

7.9 The ARC's consent to any proposed work shall automatically be revoked three (6) months after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the ARC.

7.10 The ARC shall inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformance with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of any noncompliance and shall require the Owner to take the necessary action to bring the work into compliance with the approved project.

7.11 If the ARC determines that an Owner has not constructed an improvement consistent with the specifications on which approval is based, and if the Owner fails to diligently commence to remedy such noncompliance in accordance with the provisions of the notice of noncompliance, then at the expiration of the third (3'rd) day from the date of such notification, the ARC shall provide a notice of a hearing to consider the Owner's continuing noncompliance. The hearing shall be set no more than thirty (30) days from the date of the notice of noncompliance. At the hearing, if the ARC finds that there is a non valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of correcting it. The ARC shall then require the Owner to remedy or remove the same within a period of not more than ten (10) days from the date of the ARC's Determination. If the Owner does not comply with the ARC's ruling within such period or within any extension of such period as the ARC, at its discretion, may grant, the Association may (a) remove the noncomplying improvement, (b) remedy the noncompliance, or (c) fine Owner and his Lot, including all attorney's fees and other costs expended and incurred to enforce compliance before suit or action is filed and at trial or on any appeal or review therefrom.

7.12 Neither the ARC, their agents, nor any member thereof shall be liable to any Owner, Occupant, or builder for any damage, loss or prejudice suffered or claimed to be suffered arising from any action by the ARC or a member thereof or failure of the ARC or a member thereof, provided only that the member has acted in good faith in accordance with the actual knowledge possessed by him.

7.13 Within fifteen (15) working days after written request is delivered to the ARC by an Owner, and upon payment to the ARC of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the Chairman of the ARC, and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof either (a) all improvements made or done upon or within such Lot by the Owner comply with this Declaration, or (b) such improvements do not comply, in which event, the certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance. The Owner, his/her/their heirs, devisees, successors and assigns shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive
as between the Declarant, the ARC the Association and all Owners, and all such persons deriving an interest through any of them.

SECTION 8- AMENDMENTS OR MODIFICATIONS.

8.1 This Declaration may be amended or modified by an instrument signed by not less than eighty-five percent (85%) of the then Owners of Lots in the affected property.

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

SECTION 9- DURATION OF THESE CCR’S.

9.1 The covenants, conditions and restrictions of this Declaration and any and all amendments and modifications hereto shall run with and bind the land and inure to the benefit of any and all Owners of Lots in the affected property, their legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this original Declaration is recorded in the official and public records of Yamhill County, Oregon. After such date, the original Declaration and any and all amendments and modifications hereto shall be automatically extended and renewed for successive periods of ten (10) years unless and until an instrument terminating the Declaration and any amendments thereto signed by the then Owners of eighty-five percent (85%) of the Lots has been executed and recorded in the official records of Yamhill County, Oregon prior to the commencement of any ten (10) year period.

SECTION 10- MISCELLANEOUS OTHER PROVISIONS.

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

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

10.4 Mortgage Protection.

10.4.1 Except upon the approval of Mortgagees holding Mortgages of Lots which have at least eighty-five percent (85%) of the votes of Lots which are subject to Mortgages, no amendments may be made to this Declaration which add to or amend any material provision of the Declaration which establish, provide for, govern or regulate any of the following:

10.4.2 Termination of this Declaration or any amendment thereto shall require the consent of not less than eighty-five percent (85%) of the Mortgagees holding an interest in Lots. Any such Termination of this Declaration shall be carried out by the Owners pursuant to the provisions of the Declaration, and only after a vote of the Owners as required by this Declaration.

10.4.3 The provisions of Section 8 are intended only to be a limitation on the right of the Owners to amend the Declaration, and any such amendments to the Declaration shall be made only upon full compliance with the provisions of such relating to the procedure and percentage of votes required for such amendment.

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

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

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

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

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

10.8 If any term or provision hereof is determined to be invalid, that invalidity has no effect upon the remaining terms and provisions hereof.
10.9 Any decisions required by the Declarant or its designee must be in writing setting forth the action taken in order to be enforceable.

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

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

10.12 Owners are responsible for the maintenance and repairs of the public sidewalk and landscaping fronting their respective property lines.

10.13 There is no direct motor vehicle access from any lot in the said subdivision to 3rd Street.

10.14 The Owners hold the City of Newberg, public, and the Sportsman’s Airpark harmless from any damages caused by noise, fumes, dust, fuel, fuel particles or other effects that may be caused by the operation of aircraft taking off, landing or operating on or near the airfield, not including the physical impact of aircraft or parts thereof.

10.15 No Owner shall sell, nor offer for sale, any property within the AIO Sub-District unless the prospective buyer has been notified of the fact that the property is within the AIO Sub-District. When Property ownership is transferred, the property deed shall be amended to note that the property is within the Airport Industrial Overlay Sub-district.

10.16 No Owner shall sell, nor offer for sale, any property within the ALO Sub-District unless the prospective buyer agrees to follow Aircraft Owners and Pilots Association (AOPA) standard noise abatement procedures, or the most recent noise abatement procedures established at the airport.

This said Declaration has been executed by at least 85% of the Owners.

Newberg Communities, LLC, an Oregon Limited Liability Company.
By: Michael Hanks
Its: Member

STATE OF OREGON  

) SS.

County of Yamhill  

Personally appeared the above-named Michael Hanks before me who stated that he was a member of Newberg Communities, LLC and who further stated that he was authorizing this said document with the authority of the Members and acknowledged execution of the foregoing document to be his voluntary act and deed.

[Signature]

JANET L WINDER
Notary Public of Oregon
My commission expires: 5/6/09
**HIGHLANDS AT HESS CREEK - Phase 1**

Newberg File No. SU03-06-006

Located in Sec 1/4 Section 20, T. 3 S., R. 2 W., WM.,
R. Everest DLC #52, City of Newberg, Yamhill County, OR

Date: 1 December 2007

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**Legend**

- monument found, flush to 0.2' down, in good condition unless otherwise stated. Origin stated if known.
- X = 5/8" iron rod found from plot of ORCHARD LAIR Phase 2
  - set 5/8" iron rod with yellow plastic cap marked "Dunkel & Associates" on line and offset 1.0' from corner
- ○ = set 5/8" iron rod with yellow plastic cap marked "Dunkel & Associates" on line
- ♦ = 3/8" iron rod with 1-1/2" aluminum cap marked "Dunkel & Associates" set in street

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**Initial Point**
NE cor. FRIENDS' CEMETARY 5/8'DC.
CSP 8716 center of the Everet DLC is 589'91' east 1152.43' & north 1562.18' per plot FRIENDS' CEMETARY, NE cor. Parcel 2 of PT 97-61

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**Parcel 2**
PT 97-61

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**West Line of the Everet DLC #52**

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**Narrative**

The purpose of this survey is to subdivide a portion of that tract of land described in deed from RANDALL S. SEIBEL to NEWBERG COMMUNITIES, LLC and recorded in Instrument No. 200801743, Yamhill County Deed Records. The basis of this survey is the south line of Parcel 1, PT 97-61 which is the north line of this survey. I have used the lines of Parcel 1, PT 97-61 as monuments for the west line. The south line is the south line of Phase 1. The east line is the center of the existing creek as ceded in the deed.

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By: Matt Dunkel & Assoc.
3763 Riverside Drive
Mukilteo, WA 98275
Phone: 360-472-7038
Fax: 360-472-0238
E-mail: mdunkel@mukilteo.com

This is an exact copy of the original plat of HIGHLANDS AT HESS CREEK - Phase 1
HIGHLANDS AT HESS CREEK – Phase 1

Newberg File No. SUB3-06-006

Located in SE 1/4 Section 20, T. 1 S, R. 2 W, WM. City of Newberg, Yamhill County, OR

Date: 1 December 2007

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that NEWBERG COMMUNITIES, LLC, is the owner, and Willamette View Funding, LLC and Rocky Road Foundation Partnership are lien holders of the lands represented on the attached map and more particularly described in the Surveys Certificate, and now cause said lands to be platted into lots and tracts as shown, and do hereby dedicate all streets to the public for road purposes forever, and grant all easements for the purposes as shown, and donate all common improvements to the public.

MICHAEL Hanks, Member
NEWBERG COMMUNITIES, LLC.

Acknowledgement

STATE OF OREGON )
COUNTY OF YAMHILL )

On the 1st day of December, 2007, did personally appear MICHAEL HANKS in the capacity shown in the above Declaration, who being duly sworn, did say that he is the identical person named in the foregoing instrument and that he executed said instrument freely and voluntarily.

Dale N. Morris
Notary Public Signature

STATE OF OREGON )
COUNTY OF YAMHILL )

On the 1st day of December, 2007, did personally appear MART STORM in the capacity shown in the above Declaration, who being duly sworn, did say that he is the identical person named in the foregoing instrument and that he executed said instrument freely and voluntarily.

Dale N. Morris
Notary Public Signature

SURVEYOR’S CERTIFICATE

I, Matt Dunckel, do hereby certify that I have correctly surveyed and marked with proper monuments the land herein shown as HIGHLANDS AT HESS CREEK – Phase 1, being a portion of that tract of land described is deed from RANDALL S. SEBASTIAN to NEWBERG COMMUNITIES, LLC and recorded in Instrument No. 2006/939, Yamhill County Deed Records, and being more particularly described as follows:

Beginning at a point that is on record as being 500.547’ W 23.662 chains and West 17.473 chains from the center of the Richard West Donation Land Claim No. 6, said point being the southwest corner of said NEWBERG COMMUNITIES, LLC tract; thence 500.547’ E 450.10’ along the east line of Parcel 2 of Yamhill County Parks, PUD No. 59.91 and the west line of said NEWBERG COMMUNITIES, LLC tract; thence N89°50’42”W 85.01’; thence S89°50’42”E 54.15’; thence N89°50’42”E 170.08’; thence N89°50’42”E 54.15’; thence N89°50’42”E 186.66’ in the center of a creek and the east line of said NEWBERG COMMUNITIES, LLC tract; thence northerly along said creek to the north line of said NEWBERG COMMUNITIES, LLC tract; thence S89°45’20”W 500.54’ along said north line to the point of beginning.

Matt Dunckel
Surveyor

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This is an exact copy of the original plat of HIGHLANDS AT HESS CREEK - Phase 1

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