DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LADD HILL ESTATES

THIS DECLARATION, made this 54th day of December, 1980,
by GUSTAVE G. LAURIS and CATHERINE M. LAURIS, husband and wife, herein-
after called "Declarant", for themselves, their heirs, successors and
assigns;

WITNESSETH:

WHEREAS, Declarant is the sole owner of the real property located
in Yamhill County, Oregon, and more particularly described as set forth
in Exhibit "A", attached hereto and by this reference made a part hereof
(which real property is hereinafter referred to as "the subdivision");
and

WHEREAS, the Declarant intends to develop and sell lots within said
subdivision for agricultural, forestry and residential uses; and

WHEREAS, as a condition for the approval of said subdivision,
Yamhill County has required that certain Covenants, Conditions and
Restrictions be imposed to insure that the primary use of lots will be
for agricultural and forestry uses, and that any residential uses thereof
shall be in conjunction with agrarian practices; and

WHEREAS, Yamhill County has further conditioned approval of the
subdivision upon the creation by the Declarant of a mechanism for the
maintenance, repair and improvement of the public roadways within such
subdivision; and

WHEREAS, the Declarant, in order to insure to the future owners of
lots within the subdivision the full enjoyment and use thereof, desires
and intends to impose certain other Covenants, Conditions and Restrictions
upon said lots;

NOW, THEREFORE, Declarant hereby declares that the premises described
in Exhibit "A" shall be held, developed and sold subject to the following
Covenants, Conditions and Restrictions, which shall be binding upon and
inure to the benefit of all heirs, successors and assigns of the Declarant:

ARTICLE I
PUBLIC LAND USE RESTRICTIONS

1. General:
The real property within the subdivision is classified as resource
land by Yamhill County. Said property has accordingly been zoned for
agricultural and forestry uses. The specific zone currently applicable
to said property is the AF-20 zone.

In order to comply with conditions imposed upon the Declarant for
approval of the subdivision, and to conform the uses of the lots contained
therein to the goals and policies set forth in the Comprehensive Plan and
zoning ordinances of Yamhill County, Oregon, each of the lots within the
subdivision shall be restricted as to uses as set forth in this Article.

2. Primary Uses:
The primary use of each lot within the subdivision shall be agricult-
natural or forestry use. No residential use shall be made of any lot except in conjunction with agricultural or forestry use. For the purposes of this Declaration, a residential use shall be considered to be "in conjunction with agricultural or forestry use" if, at the time of the commencement of construction or placement on the lot of the residential improvements in question, the owner or owners thereof have fully complied with all applicable requirements for such improvement contained in the Comprehensive Plan and zoning statutes and ordinances for Yamhill County, Oregon, and have further fully complied with all other statutes, ordinances, rules and regulations of any other governmental entity having jurisdiction over the subdivision.

3. Present Restrictions on Residential Uses Within AF-20 Zone:
   As of the date of this Declaration, the Comprehensive Plan and zoning ordinances of Yamhill County, Oregon, provide, among other things that dwellings sited on land which is zoned AF-20:
   (a) Must be occupied by the owner, the owner's family or a farm operator;
   (b) Must not impose limitations on existing farm and forest uses and practices in the area; and
   (c) Will be approved only upon evidence that management activities for farm or forest use will be undertaken, including development of a management plan.

4. Present Restrictions Subject to Change:
The statutes, ordinances and regulations cited hereinabove may be amended from time to time by the respective governmental entities. Said statutes, ordinances and regulations, as the same may be modified from time to time, together with the Covenants, Conditions and Restrictions elsewhere contained in this Declaration, shall constitute the only limitations and restrictions on the construction and placement of residences within the subdivision.

5. Deeds to Contain Restrictive Statement:
   Unless and until the restrictions contained in this Article are modified by governmental action or as provided in Article V hereinbelow, every instrument conveying or purporting to convey any interest in any lot within the subdivision, or in any part or portion of any such lot, shall contain a statement to the effect that the property thereby conveyed is classified by Yamhill County as resource land, is zoned for agricultural and forestry use, and that the zoning and other applicable ordinances of Yamhill County prohibit the deviation of said property to any use, including single family residential use, deemed under the provisions of said ordinances to be incompatible with farm and forestry uses, unless approval for said use is granted as a Conditional Use.

6. Consideration of Management Prospectus:
   As a condition for approval of the subdivision, Declarant has been required to develop a Management Prospectus for the property, outlining the potential forest and agricultural potential of each lot within the subdivision. No use shall be made of any lot within the subdivision, or of any part of any such lot, without due consideration of the information and recommendations contained in the applicable portions of the Management Prospectus. Provided, however, that such prospectus shall serve only as a guide to suggested uses, and that its recommendations may
be over-ridden based upon changes in circumstances regarding appropriate uses, economic factors, geological concerns and the like.

7. Non-applicability of Restrictions to Existing Uses:

Nothing contained in this Article shall in any way limit or restrict the continuation of existing lawful uses currently being made of any lot or portion thereof within the subdivision. Provided, however, that the foregoing sentence shall not relieve any present or future owner or occupant of any lot within the subdivision of complying with the applicable provisions of this Declaration in making any new use of his lot, or in materially expanding or altering any existing use.

ARTICLE II
MAINTENANCE OF PUBLIC ROADWAYS

The road shown on the recorded plat has been dedicated to the public by the Declarant. However, under applicable ordinances and policies of Yamhill County, the County will not now accept responsibility for the maintenance, repair and improvement of said roadway. The County has conditioned final approval of this subdivision upon the establishment within this Declaration of binding and enforceable provisions for the maintenance by the owners of the lots within the subdivision of said roadway.

Accordingly, the Declarant provides as follows:

(1) Unless and until Yamhill County accepts responsibility for the maintenance, repair and improvement of the public roads shown on the recorded plat, said maintenance, repair and improvement shall be the sole and exclusive responsibility of the owners of the lots Two (2) through Six (6) within the subdivision.

(2) The owner or owners of Lot One (1) within the subdivision shall bear no part of the responsibility or cost of maintaining said roadway, in that no part thereof serves or provides access to said Lot One (1).

(3) All costs and expenses incurred in repairing, maintaining and improving said public roads shall be borne by the owners of Lots Two (2) through Six (6), in accordance with the following formula:

(a) Lot Two (2) - 15% (Fifteen percent)
(b) Lot Three (3) - 15% (Fifteen percent)
(c) Lot Four (4) - 25% (Twenty-five percent)
(d) Lot Five (5) - 25% (Twenty-five percent)
(e) Lot Six (6) - 20% (Twenty percent)

The Declarant states that the foregoing percentage figures have been assigned to the lots in the subdivision based upon an estimate of the amount of use each lot owner will make of the road system; and the relationship between that amount and the total amount of use which all lot owners are expected to make of the entire system. Said percentage figures are in essence predictions of future use and are therefore, necessarily, approximations. Notwithstanding that fact, and without regard to any variance between actual
road usage by lot owners and the percentage use figures stated hereinabove, unless and until this Declaration is amended or Yamhill County accepts responsibility for maintenance, repair and improvement of the public road within the subdivision, the figures stated above shall be the percentage of total costs which shall be borne by the owner or owners of each lot.

(4) As such term is used in this Article, the term “maintenance, repair and improvement” includes, but is not limited to:

(a) All patching, repairing, resurfacing and restriping of paved or asphalted surfaces within the subdivision’s public road system;
(b) Any widening, realignment, expansion, extension or other improvement made to the present roadway system;
(c) The addition of any off-street improvements, such as curbs, bicycle paths or sidewalks, within the public right-of-way or any part thereof;
(d) The maintenance and care of all off-street portions of the public right-of-ways, including the gravelling, mulching, seeding, landscaping and trimming thereof;
(e) The application and removal of sand and other materials designed to keep the roadway system passable during the winter months; and
(f) The removal of snow, ice and all other obstacles to travel on any part of the roadway system.

(5) In order to provide for and coordinate the maintenance, repair and improvement of the public roadway system within the subdivision, the owners of Lots Two (2) through Six (6) within the subdivision shall together constitute an unincorporated non-profit organization, known as the “Ladd Hill Estates Homeowner’s Association”. The owner or owners of Lot One (1) shall also be a member of the Association, but shall have no vote in connection with the conduct of its affairs relating to the maintenance of the roadway, and shall not be subject to assessment for roadway maintenance costs, as provided for hereinbelow. Said Association shall meet at least annually. Notice of each such meeting shall be mailed or delivered to each lot owner at least ten (10) days in advance of each such meeting. At each such annual meeting:

(a) The owners of a majority of Lots Two (2) through Six (6) shall constitute a quorum for the conduct of business. In the conduct of all business of the Association, each lot shall have one (1) vote, fractions of which may be cast by individual owners of the lot in the case of lots in multiple ownership.
(b) The owners present at the meeting shall by majority vote, elect an Executive Committee consisting of three (3) persons, each of whom shall have an ownership interest in a lot within the subdivision. Until such time as Declarant has sold at least
eighty percent (80%) of the lots in the subdivision, Declarant shall automatically be a member of said Executive Committee. The members of the Executive Committee shall each serve one (1) year, or until their respective successors are elected. In the event of the resignation or inability to serve of any member of the Executive Committee, the remaining two (2) members shall choose said member's successor, who shall serve until the next annual meeting of the Association. Without limitation, members of the Executive Committee may be elected to successive terms thereon. The Executive Committee shall function in accordance with the following Section Seven (7) of this Article.

(c) The owners present at such meetings shall transact such other business regarding the maintenance, repair and improvement of the public roadway as shall be necessary and appropriate, including but not limited to, the adoption of resolutions calling for the accomplishment of specific items of maintenance, repair and improvements, and the designation of the Executive Committee as authorized agents of the owners. All such action shall be by the majority vote of those owners present and voting.

(6) In order to provide for payment of the costs and expenses of maintenance, repair and improvement of the public roadway system within the subdivision, the owners, through their Executive Committee, or upon their own majority vote, may from time to time, assess levies against Lots Two (2) through Six (6) within the subdivision, based upon the percentage figures set forth in Section Three (3) of this Article. Until fully paid, each such levy shall, as to each such lot, constitute a lien upon the real property and improvements thereon. If any owner fails to pay within ninety (90) days of its due date the assessment levied hereunder, the Association, acting through its Executive Committee, may commence against such owner or owners any appropriate proceeding for the foreclosure of said lien and the collection of said assessment. The provisions of this paragraph are in addition to, and not in lieu of, the provisions of Article Four (IV) of this Declaration.

(7) The Executive Committee established under Section Five (5) (b) of this Article shall meet as often as is necessary and convenient to provide for and oversee the maintenance, repair and improvement of the public roadway system within the subdivision, in accordance with this Article. A quorum at such meetings shall consist of two (2) members. All business of the Committee shall be by majority vote of the members present and voting. Each member of the Executive Committee shall have one (1) vote.

(8) In addition to the annual owners meetings provided for in Section Five (5) of this Article, the owners may hold special meetings at the call of the Executive Committee or of the
owners of three (3) or more lots in the subdivision. Notice of such meetings shall be given in accordance with the provisions of Section Five (5) (a) of this Article. At any such special meeting, the owners may conduct any business which may be conducted by them under this Article at an annual meeting.

(9) The Ladd Hill Estates Homeowner's Association shall continue to exist and function in accordance with the provisions of this Article until the earlier of the following:

(a) The acceptance by Yamhill County, Oregon, or by any other appropriate governmental entity, of full responsibility for the maintenance, repair and improvement of the public roadway system within the subdivision; or

(b) The amendment or modification of this Article under the provisions of Article Five (V) of this Declaration.

ARTICLE III
GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

1. Construction, Placement of Buildings:

(a) No building or other structure shall be constructed, placed or erected on any lot within the subdivision except in accordance with these Covenants, Conditions and Restrictions, and with all applicable statutes, ordinances, rules and regulations.

(b) No building or structure shall be used for any purpose whatsoever except for residential, agricultural, forestry and non-commercial storage uses.

(c) No more than one, single-family dwelling unit shall be constructed, erected or placed on any lot within the subdivision.

(d) Within eighteen (18) months following commencement of construction of any improvement upon a lot, the owners thereof or their successors in interest shall complete said construction.

(e) Each residence constructed, erected or placed upon the lots within the subdivision shall, prior to occupancy, be connected to an approved subsurface sewage disposal system and to a well adequate to provide water for domestic purposes.

(f) No building shall be erected on any lot within the subdivision having a roof or exterior wall finish of galvanized metal. Every dwelling erected in the subdivision shall be finished with wood siding of a quality better than T-111.

(g) No mobile or modular home shall be placed or erected on any lot within the subdivision as a permanent residence or for any other permanent use. As used herein, the term "permanent" means any use which continues for a period of more than six (6) months. Provided, however, that this restriction shall not apply to the mobile home located on Lot One (1) of the subdivision upon the date of execution hereof, or to any replacement of said mobile home.
2. Use of Premises:

(a) No use shall be made of any portion of any lot that would unduly interfere with the use and maintenance of any utility and other easements existing upon said lot.

(b) Prior to grazing or pasturing domestic animals upon any lot, the owners thereof shall adequately and appropriately fence said lot or the portion thereof to be devoted to said purpose.

(c) The owners of each lot shall have the right to conduct thereon both commercial and non-commercial agricultural and forestry activities, in accordance with the provisions of applicable laws and ordinances. No lot owner shall engage in any activity upon said owner's lot which would have the effect of unreasonably limiting or hampering neighboring lot owners in their conduct of agricultural or forestry activities.

(d) Except for stock watering, and the watering of any lawn or non-commercial garden not exceeding one-half (1/2) acre in size, no lot owner shall irrigate any portion of said owner's lot unless said owner has first obtained a permit to do so from the Water Resources Director of the State of Oregon, and then only in compliance with all applicable laws of the State of Oregon.

(e) Except for the conduct of agricultural and forestry activities, no lot owner shall engage in any commercial or industrial activity upon said owner's lot.

(f) All agricultural and forestry uses shall be conducted in accordance with accepted farming and forestry practices. No lot owner shall log said owner's lot without first obtaining any permits and approvals then required by law.

3. Storage of Vehicles:

(a) No lot or any part thereof shall be used for the commercial storage or parking of motor or other vehicles or equipment, including, but not limited to mobile homes.

(b) No inoperable motor vehicles shall be stored on a commercial or non-commercial basis abandoned on any lot, unless the same is fully enclosed within an accessory building.

4. Signs:

No sign of any kind shall be displayed to public view on any lot except one (1) sign of not more than twelve (12) square feet, advertising the property for sale or rent, or signs of similar size used by the builder to advertise the property during the period of construction of a residence thereon.
5. Maintenance of Premises:

(a) Each lot within the subdivision, and all improvements thereon, shall be properly maintained at the sole expense of the owner or owners thereof, so as to present an attractive public appearance and enhance the value of the subdivision and the lots therein.

(b) All containers and receptacles which are placed within the subdivision for the collection and storage of garbage and other refuse shall be adequately secured so as to prevent animals from disturbing their contents.

(c) No lot, or any part thereof, shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such waste shall be kept in sanitary containers at all times.

ARTICLE IV

ENFORCEMENT

These Covenants, Conditions and Restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of the above-described subdivision, and it is intended hereby that the Declarant or any such person shall have the right to prosecute any such proceeding at law or in equity as may be appropriate to enforce the Restrictions herein set forth. In any said proceeding, the prevailing party or parties shall be entitled to recover from the party or parties not prevailing all costs, and attorney’s fees incurred by the prevailing party or parties, upon the trial of said cause, and upon any appeal thereof.

ARTICLE V

TERM, AMENDMENT, REVOCATION OF DECLARATION

(1) With the exception of Article II of this Declaration, these Covenants, Conditions and Restrictions shall run with the land and shall be binding upon the owners and occupants of lots within the subdivision, and all persons claiming by, through or under them, until January 1, 2000, at which time said Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of persons then constituting the owners of a majority of the lots within the subdivision, it is agreed to change said Covenants in whole or in part. Prior to January 1, 2000, these Covenants, Conditions and Restrictions may be amended only by a vote of persons then representing ownership of at least three-fourths (3/4) of the lots within the subdivision.

(2) The provisions of Article II of this Declaration shall run with the land, and shall be binding upon the owners and occupants of all lots within the subdivision and all persons claiming by, through or under them as set forth in said Article II. The owners of the lots within the subdivision shall continue to bear the full responsibility and expense for the maintenance of the public roadways within the subdivision on a perpetual basis, unless Yamhill County, Oregon, or another appropriate
governmental entity elects to assume full responsibility for
the maintenance, repair and improvement of said roadway
system, at which time the provisions of said Article II shall
be automatically terminated. The provisions of Article II
may be amended under the same procedure set forth in Section
One (1) of this Article, provided that no such amendment or
modification shall have the effect of terminating the
responsibility of the lot owners for the full maintenance,
repair and improvement of the public roadway system, and
provided further, that no such amendment or modification
shall have the effect of lessening or limiting the collective
responsibility of the lot owners for said maintenance, repair
and improvement.

(3) Invalidation of any of these Covenants, Conditions and
Restrictions, or any provision thereof, by court order,
judgment or decree, shall in no wise affect any of the
other remaining provisions of this Declaration, which shall
in such case, continue to remain in full force and effect.

IN WITNESS WHEREOF, the aforesaid Declarant have hereunto set their
hands the day and year first hereinaabove written.

Gustave G. Lauris

Catherine M. Lauris

STATE OF OREGON

County of Marion

On this 24th day of December, 1980, personally appeared
the above-named GUSTAVE G. LAURIS and CATHERINE M. LAURIS, husband
and wife, and acknowledged the foregoing instrument to be their
voluntary act and deed.

Charles O. Davis
Notary Public for Oregon
By commission expires: 9/4/94

Deputy
Amendment to Declaration of Covenants, Conditions and Restrictions for Ladd Hill Estates
Recorded February 25, 1981 in Film Volume 159, Page 120
Microfilm Records of Yamhill County

Remove paragraphs c, d and f of (1) Article III
Remove paragraphs d, e and f of (2) Article III
Remove (4) Article III
Remove paragraph c of (5) Article III

Shane M. Smith

Daniel M. Smith

Bucks Corporation, Daniel M. Smith, Pres.

STATE OF OREGON:)
    Yamhill Co.
    County of Yamhill
On this 18th day of December, 1997, personally appeared the above named Shane M. Smith and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon

OFFICIAL SEAL
BOBBY PLUMMER
NOTARY PUBLIC-OREGON
COMMISSION NO. 063528
MY COMMISSION EXPIRES APRIL 5, 2001

STATE OF OREGON:)
    Yamhill Co.
    County of Yamhill
On this 18th day of December, 1997, personally appeared the above named Daniel M. Smith and Bucks Corporation, an Oregon Corporation - Daniel M. Smith, President and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for Oregon

OFFICIAL SEAL
BOBBY PLUMMER
NOTARY PUBLIC-OREGON
COMMISSION NO. 063528
MY COMMISSION EXPIRES APRIL 5, 2001

Recorded in Official Yamhill County Records
CHARLES STEIN, COUNTY CLERK
AMENDMENT TO CCR'S

This Amendment to the Conditions, Covenants, and Restrictions of Ladd Hill Estates (herein known as "AMENDMENT") is made and executed this 12th day of December, 1998 by and between Christopher Q. and Kathleen S. Roosevelt (herein known as "Roosevelt"); Hadley S. Robbins and Gayle J. Robbins (herein known as "Robbins"); Shane M. Smith (herein known as "Shane"); Bucks Corporation (herein known as "Bucks"); Daniel M. Smith (herein known as "Daniel"); Jennifer L. Phillips-Smith (herein known as "Jennifer"); and Sheri Andreas (herein known as "Sheri");

RECITALS:

1. WHEREAS, Roosevelt is the owner of real property more particularly described on attached Exhibit "A" (herein known as 'Exhibit "A"');

2. WHEREAS, Robbins is the owner of real property more particularly described on attached Exhibit "B" (herein known as 'Exhibit "B"');

3. WHEREAS, Shane is the owner of real property more particularly described on attached Exhibit "C" (herein known as 'Exhibit "C"');

4. WHEREAS, Bucks is the owner of real property more particularly described on attached Exhibits "D" and "H" (herein known as 'Exhibits "D" and "H"');

5. WHEREAS, Daniel is the owner of real property more particularly described on attached Exhibit "E" (herein known as 'Exhibit "E"');

6. WHEREAS, Jennifer is the owner of real property more particularly described on attached Exhibit "F" (herein known as 'Exhibit "F"');

7. WHEREAS, Sheri is the owner of real property more particularly described on attached Exhibit "G" (herein known as 'Exhibit "G"');

8. WHEREAS, the real property described on Exhibits "A" through "E" is presently known as "Ladd Hill Estates" and is encumbered by Conditions, Covenants, and Restrictions as amended (herein known as "CCR's") with the latest amendment recorded on the 7th day of January, 1998 in instrument #199800284 of the Deed and Mortgage records of Yamhill County.

AFTER RECORDING RETURN TO:SEND ALL TAX STATEMENTS TO:

Mr. Daniel Smith
32700 NE Lesley Rd
Newberg, OR 97132

Recorded in Official Yamhill County Records

150.00

199813813 2:13pm 07/21/98
004 071989 10 44 0000
1 P02 2 0 148.00 0.00 0.00 0.00 0.00 0.00 0.00 10.00 0.00

PAGE 1-AMENDMENT TO CCR'S
9. WHEREAS, the owners of the real property described on Exhibits "F" through "H" desire to be included in the said CCR's, and the owners of the real property described on Exhibits "A" through "E" desire the aforementioned owners to be included in the said CCR's.

10. WHEREAS, in addition to including the owners of real property as set forth above in the CCR's, all parties also desire certain modifications to be made to the said CCR's.

NOW, WHEREFORE, in consideration of the mutual covenants and restrictions contained herein, all parties bargain and agree as follows:

1. The CCR's as amended as set forth above are now associated with and encumber all the real property described on Exhibits "A" through "H" inclusively.

2. The following modifications are being made to the said CCR's as amended:

A. Add the following sub-paragraphs to Article III, paragraph 1:

h). All electrical, telephone, cable television, and any other utility services shall be placed underground.

i). Exterior antennas, aerials, satellite dishes, or any other type of apparatus for the transmission and/or receiving of television, radio, telephone, satellite, or any other type signals shall be prohibited unless completely contained inside or within the dwelling or fully screened from view of all dwellings associated with the said real property described on Exhibits "A" through "H" inclusively, and the size of any satellite dishes shall not exceed 17" in diameter.

j). There shall be no excessive amount of exterior lighting on any dwelling or outbuilding; no sodium vapor lighting or other similar type of exterior flood lighting will be allowed; provide, however, that the determination of "excessive amount" is solely within the Executive Committee's discretion.

k). All homes shall be built not less than 2,500 square feet in size and shall have roofing material of architectural composition quality or better, in a dark gray or comparable color, and all roofs must have a pitch of at least 6/12. (6' of rise for each 12' of run).

l). All outbuildings shall be constructed of dark forest green color on the exterior. If the roof to any outbuilding is metal, it shall also be dark forest green color. If the roof is architectural composition, it shall be a dark gray or comparable color.

m. Exterior home siding will fully comply will all fire codes associated with forest dwelling home sites. T-111 siding is expressly prohibited.
B. Add the following sub-paragraph to Article III, paragraph 3a:

c). All commercial and recreation vehicles and boats shall either be housed and stored in enclosed buildings or be fully screened from view of all dwellings.

C. Add a new paragraph 4 to Article III as follows:

a). Posting of signs shall be limited to those required by law and/or those identifying a particular person's home and address and/or standard size "for sale" signs.

D. Replace Article IV (Enforcement) in its entirety with the following language:

1). Failure by an owner to pay any payment due shall be a default by such owner of his/her obligations pursuant to these said CCR's as amended and/or the said EASEMENT AGREEMENT which is being recorded immediately following the recording of this AMENDMENT. Interest shall be charged on delinquent payments at a rate as may be set by the Executive Committee, not to exceed the highest rate permitted by applicable law. Prior to the change in any interest rate charged on delinquent assessments, the Executive Committee shall give thirty (30) days written notice to all owners at their last known address.

2). The Association shall also be entitled to a lien that may be enforced in compliance with the provisions of Oregon Revised Statutes as amended.

a). Notwithstanding the remedies of the Association as set forth above, any party is entitled to all remedies available at law and in equity in order to enforce any term or condition of the said CCR's as amended as well as the said EASEMENT. In case the Association and/or any party is required to retain the services of an attorney to enforce any term or condition of these said CCR's as amended and the associated EASEMENT, 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 (if suit or action is filed), and attorney fees and costs that are incurred by the enforcing party, even though no action is instituted.

E. Replace Article II (Maintenance of Public Roadways) in its entirety with the following language:

ARTICLE II (Maintenance, Repairs, and Improvements to Public Roads and Easement)

A. The road set forth on the recorded plat has been
dedicated to the public. However, under applicable ordinances and policies of Yamhill County, the County will not now accept responsibility for the maintenance, repair, and improvements of said roadway. The County has conditioned final approval of the said subdivision upon the establishment within this Declaration of binding and enforceable provisions for the maintenance by the owners of the lots within the subdivision of said roadway. Additionally, the owners of real property described on Exhibits "A" through "H" inclusively have entered into an EASEMENT AGREEMENT for purposes of ingress and egress and utilities to be recorded immediately following this said AMENDMENT with the EASEMENT more particularly described on attached Exhibit "I".

1). As to the public road, unless and until Yamhill County accepts responsibility for the maintenance, repair, and improvements to the public road as set forth on the recorded plat, said maintenance, repair, and improvements shall be the sole and exclusive responsibility of the owners of real property described on Exhibits "A" through "H".

2). The owner of Lot 1 of Ladd Hill Estates shall have no responsibility for the payment of any of the costs of maintenance, repairs, and/or improvements to either the public road or the said EASEMENT.

B. Initially, all costs and expenses incurred in repairing, maintaining, and improving said public roads as well as repairing, maintaining, and improving the said EASEMENT set forth on Exhibit "I" shall be borne by the owners of real property described on attached Exhibits "A" through "H" pursuant to the following percentage allocations (provided, however, that for a period of twelve (12) years from the date of execution hereof, the maximum amount of annual assessment associated with an individual parcel cannot exceed the amount of $450; thereafter, the $450 per year limit shall remain in effect until modified by a majority vote of the property owners of the lots described on Exhibits "A" through "H"):

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<tr>
<th>Exhibit</th>
<th>Percentage</th>
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<tr>
<td>&quot;A&quot;</td>
<td>18.61%</td>
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<tr>
<td>&quot;B&quot;</td>
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<td>&quot;C&quot;</td>
<td>10.89%</td>
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<td>&quot;D&quot;</td>
<td>5.94%</td>
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<td>&quot;E&quot;</td>
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<td>&quot;F&quot;</td>
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<tr>
<td>&quot;G&quot;</td>
<td>14.86%</td>
</tr>
<tr>
<td>&quot;H&quot;</td>
<td>6.93%</td>
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1). All parties agree that the foregoing percentages are based upon an estimate of the amount of use of each property owner will make of the public road system as well as the said EASEMENT; and the relationship between that amount and the total amount of use which all lot owners are expected to use associated with the said roadway as well as the said EASEMENT.

2). The cost of any extraordinary maintenance,
repair, and improvements to the said easement shall be the sole responsibility of the said owner whose actions resulted in the maintenance, repair, and/or improvement.

C. As such terms is defined in this Article, the term "maintenance, repair, and improvements" includes but is not limited to the following and is associated with both the public roads and easement within real property described on Exhibits "A" through "H" inclusively:

1). All patching, repairing, grading, resurfacing and restriping of paved or asphalted or graveled surfaces of the said public roads or EASEMENT, but not to the initial construction of the said EASEMENT as the terms and conditions of the initial construction are set forth in a separate document and are not addressed by this AMENDMENT.

2). Any widening, realignment, expansion, extension or other improvement made to the present roadway system or EASEMENT.

3). The addition of any off-street improvements, such as curbs, bicycle paths, or sidewalks, within the public right of way or any part thereof.

4). The maintenance and care of all off-street portions of the public right-of-ways and EASEMENT, including but not limited to the graveling, mulching, seeding, landscaping and trimming thereof.

5). The application and removal of sand and other materials designed to keep the roadway system and said EASEMENT passable during the winter months; and

6). The removal of snow, ice, and all other obstacles to travel on any part of the roadway system or EASEMENT.

D. In order to provide for and coordinate the maintenance, repair and improvement of the public roadway system and EASEMENT as set forth herein, the owners of all the real property described on Exhibits "A" through "H" inclusively shall together constitute an unincorporated association non profit organization, known as "Ladd Hill Estates Homeowners Association." The owner of Lot 1 Ladd Hill Estates shall also be a member of the Association, but shall have no vote in connection with the conduct of the affairs of the Association relating to maintenance, repairs, and improvements of the said roadway system and EASEMENT as set forth herein. Said Association shall meet at a minimum at least annually. Notice of each such meeting shall be mailed or delivered to each property owner at least ten (10) days in advance of each such meeting. At each such annual meeting,

1). The owners of a majority of real property
parcels described on Exhibits "A" through "H" inclusively shall constitute a quorum for the conducting of business. In the conducting of all business associated with the said roadway system and EASEMENT, each said parcel shall have one (1) vote, fractions of which may be cast by individual owners of the said property in the case of multiple ownership.

2). The owners present at the meeting shall by majority vote, elect an Executive Committee consisting of three (3) persons, each of whom shall have an Ownership interest in real property set forth on Exhibits "A" through "H" inclusively. The members of the Executive Committee shall each serve one (1) year, or until their respective successors are elected. In the event of the resignation or inability to serve of any member of the Executive Committee, the remaining two (2) members shall choose said another successor, who shall serve until the next annual meeting of the Association. Without limitation, members of the Executive Committee may be elected to successive terms thereon. The Executive Committee shall function in accordance as set forth herein.

3). The owners present at such meeting shall transact such other business regarding the maintenance, repairs, and improvements of the public roadway and EASEMENT as shall be necessary and appropriate, including but not limited to, the adoption of resolutions calling for the accomplishment of specific items of maintenance, repair and improvements, and the designation of the Executive Committee as authorized agents of the owners. All such action shall be by the majority vote of those owners present and voting.

B. In order to provide for payment of the costs and expenses of maintenance, repairs, and improvements to the public roadway system and EASEMENT, the owners, through their Executive Committee, or upon their own majority vote, may from time to time, assess levies against real property described on attached Exhibits "A" through "H" inclusively based upon the allocation figures set forth herein. Until fully paid, each such levy shall, as to each such parcel, constitute a lien upon the real property and improvements thereon. If any owner fails to pay within ninety (90) days of its due date the assessment levied hereunder, the Association, acting through its Executive Committee, may commence against such owner or owners any appropriate proceeding for the foreclosure of said lien and the collection of said assessment. The provisions of this paragraph are in addition to, and not in lieu of, the provisions of Article Four (IV) of this Declaration.

1). The Executive Committee agrees to initially establish the total amount required to be assessed as to all parcels for maintenance, repairs, and improvements as set forth above to be not less than $2,000; provided, however, that this amount is subject to modification as set forth herein (subject to the annual $450 maximum amount of assessment per parcel as set forth above in Paragraph B).

PAGE 6-AMENDMENT TO CCR'S
P. The Executive Committee established herein shall meet as often as is necessary and convenient to provide for and oversee the maintenance, repairs, and improvement of the public roadway and BASEMENT in accordance with this Article. A quorum at such meetings shall consist of two (2) members. All business of the Committee shall be by majority vote of the members present and voting. Each member of the Executive Committee shall have one (1) vote.

G. In addition to the annual owners' meetings provided for herein, the owners may hold special meetings at the call of the Executive Committee or of the owners of three (3) or more parcels of the real property described on Exhibits "A" through "H" inclusively. Notice of such meetings shall be given in accordance with the Notice provisions set forth herein. At any such special meeting, the owners may conduct any business which may be conducted by them under this Article at any annual meeting; provided, however, that any modification to the View Easement Restrictions set forth below in Article VI requires a unanimous vote of all owners of the said Homeowners' Association.

H. The Ladd Hill Estates Homeowners Association shall continue to exist and function in accordance with the provisions set forth herein until the amendment or modification of Article Five (V) of this Declaration.

F. Modify paragraph (1) of Article V as follows:

Replace all reference to the date of January 1, 2000 with the date of January 1, 2010.

G. Add a new Article VI (View Restrictions) as follows:

ARTICLE VI (VIEW RESTRICTIONS)

A. All owners agree that unobstructed views from the individual properties are extremely important to each owner and are a significant reason that the individual owners are residing at the said property.

1). For that reason, to the fullest extent and restriction possible, including but not limited to those view lines labeled as "View Lines" on the View Easement Map attached hereto as Exhibit "K", no owner of real property described on Exhibits "A" through "H" inclusively shall construct any outbuildings, dwellings, or improvements of any type, allow any trees or other foliage to grow, or perform any other task which would obstruct the view of any other property owner of real property described on Exhibits "A" through "H" inclusively.

a). Furthermore, notwithstanding the aforesaid restrictions, that certain portion of real property more particu-
larly described on attached Exhibit "J" that lies within that real property more particularly described on Exhibit "B" is benefited by this said view easement restriction but is not encumbered, burdened, or restricted by this said view easement restriction; i.e., the owner of the real property set forth on Exhibit "J" is not required to perform any act within the area set forth on Exhibit "J" such as topping trees, removing trees, removing obstructions, etc. for the benefit of any other property owner associated with this view easement restriction.

1)). The provisions of this Article VI can only be modified by a unanimous vote of all property owners of the property described on Exhibits "A" through "H", notwithstanding any other provision hereof.

H. Add a New Article VII (Miscellaneous Provisions) as follows:

ARTICLE VII (Miscellaneous Provisions)

A. Notices

1). All notices required to be sent shall be sent via certified mail, return receipt requested, and shall be effective three (3) days after being deposited in the United States Post Office. All notices to the Association shall be sent to an address designated by the Executive Committee, and all notices to individual owners shall be sent to the last known address of the said owner.

B. Waiver.

1). Failure by any party to require performance by another party of any of the provisions hereof shall in no way affect the waiving party's rights hereunder to enforce the same, nor shall any waiver of any party of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this non-waiver clause.

C. Number, Gender, Etc.

1). 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 said AMENDMENT.

D. All parties agree that this AMENDMENT and all associated documents have been prepared by Michael G. Gunn, attorney for

///

PAGE 8-AMENDMENT TO CCR'S
Debi Laue, and that all parties have been advised to consult with their own independent legal counsel should they have any questions.

Christopher Q. Roosevelt

Kathleen S. Roosevelt

Hadley J. Robbins

Shane M. Smith

By: DMSS, Attorney in Fact

Jennifer L. Phillips-Smith

DMSS, President

Bucks Corporation

by: Daniel Smith, President

Daniel M. Smith

State of Oregon  

County of Clackamas

Personally appeared the above-named Christopher Q. Roosevelt and Kathleen S. Roosevelt before me and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 16th day of July, 1998.

Notary Public for Oregon

My commission expires: Nov. 6, 1999

State of Oregon

County of Yamhill

On this 17th day of July, 1998, before me, appeared Hadley J. Robbins and Sheri Andreas, who being duly sworn did say that

as the individuals of Yamhill Corporation, and by the

authorities thereto, acknowledged said instrument to

be the act of said Corporation.

Notary Public for Oregon

My Commission Expires 7-13-2001

7-21-98
State of Oregon  
County of Yamhill

Personally appeared the above-named Shane M. Smith before me and acknowledged the foregoing instrument to be his voluntary act and deed.

[Signature]
Notary Public for Oregon
My commission expires: 1-12-2001

State of Oregon  
County of Yamhill

Personally appeared the above-named Jennifer L. Phillips-Smith before me and acknowledged the foregoing instrument to be her voluntary act and deed.

[Signature]
Notary Public for Oregon
My commission Expires: 1-12-2001

State of Oregon  
County of Yamhill

Personally appeared the above-named Sheri Andreas before me and acknowledged the foregoing instrument to be her voluntary act and deed.

[Signature]
Notary Public for Oregon
My commission expires: 1-12-2001

PAGE 10-AMENDMENT TO CCR'S

7-21-98
State of Oregon  
County of Yamhill  

Personally appeared the above-named Daniel Smith and stated that he was the President of Bucks Corporation and who further stated that he was executing the foregoing instrument with the authority of the Board of Directors and who further acknowledged the foregoing instrument to be his voluntary act and deed.

to before me this 17th day of

State of Oregon  
County of Yamhill  

Personally appeared the above-named Daniel M. Smith before me and acknowledged the foregoing instrument to be his voluntary act and deed.

Subscribed and sworn to before me this 19th day of July, 1998.

PAGE 11-AMENDMENT TO CCR'S
EXHIBIT "A"

Lot 2, LADD HILL ESTATES, Yamhill County, Oregon.
LOT 3, LADD HILLS ESTATES, Yamhill County, Oregon

TOGETHER WITH a tract of land in Section 26, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon, described as follows:

Beginning at an iron rod set in CSP-10883 for the Southwest corner of Lot 3, LADD HILL ESTATES being also the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 26; thence North 88° 43' 52" East 799.96 feet (Basis of Bearings CSP-9271) along the South line of said Lot 3 to the TRUE POINT OF BEGINNING; thence South 62° 26' 25" East 432.64 feet to an iron rod; thence South 87° 17' 48" East 135.43 feet to an iron rod set on the East line of Parcel 1 of Partition 98-33; thence North 01° 10' 19" West 218.00 feet along said East line to an iron rod set in CSP-9271 for the Northeast corner of the Southwest quarter of the Southeast quarter; thence South 88° 43' 52" West 614.49 feet along the South line of Lot 3 to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM a tract of land in Section 26, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon, described as follows:

Beginning at an iron rod set in CSP-10883 for the Southwest corner of Lot 3 LADD HILL ESTATES being also the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 26; thence North 42° 05' 35" West 119.41 feet (Basis of Bearings CSP-9271) along the Southwesterly line of said Lot 3 to an iron rod; thence North 88° 43' 52" East 713.85 feet to an iron rod; thence South 62° 26' 25" East 187.39 feet to a point on the South line of said Lot 3; thence South 88° 43' 52" West 799.96 feet along said South line to the POINT OF BEGINNING.
EXHIBIT "C"
Lot 4, LADD HILL ESTATES, Yamhill County, Oregon.
EXHIBIT "D"
Lot 5, LADD HILL ESTATES, Yamhill County, Oregon.
EXHIBIT "E"

Lot 6, LADD HILL ESTATES, Yamhill County, Oregon.
Parcel 1 of Partition-96-33

TOGETHER WITH a tract of land in Section 26, Township 3 South, Range 2 West, W.M., Yamhill County, Oregon, described as follows:

Beginning at an iron rod set in CSP-10883 for the southwest corner of Lot 3 LADD HILL ESTATES being also the northwest corner of the southwest quarter of the southeast quarter of said Section 26; thence North 42°05'35" West 119.41 feet (Basis of Bearings CSP-9271) along the southwesterly line of said Lot 3 to an iron rod; thence North 88°43'52" East 713.85 feet to an iron rod; thence South 62°26'25" East 187.39 feet to a point on the south line of said Lot 3; thence South 88°43'52" West 799.96 feet along said south line to the POINT OF BEGINNING.

AND EXCEPTING THEREFROM a tract of land in Section 26, Township 3 South, Range 2 West, W.M., Yamhill County, Oregon, described as follows:

Beginning at an iron rod set in CSP-10883 for the southwest corner of Lot 3 LADD HILL ESTATES being also the northwest corner of the southwest quarter of the southeast quarter of said Section 26; thence North 88°43'52" East 799.96 feet (Basis of Bearings CSP-9271) along the south line of said Lot 3 to the TRUE POINT OF BEGINNING; thence South 62°26'25" East 432.64 feet to an iron rod; thence South 87°17'48" East 135.43 feet to an iron rod set on the east line of Parcel 1 of Partition-96-33; thence North 01°10'15" West 218.00 feet along said east line to an iron rod set in CSP-9271 for the northeast corner of the southwest quarter of the southeast quarter; thence South 88°43'52" West 514.49 feet along the south line of said Lot 3 to the TRUE POINT OF BEGINNING.
EXHIBIT "G"

EXHIBIT "H"

DESCRIPTION SHEET

PARCEL 1:
BEING a part of the West Half Original Donation Land Claim of Michel Laframboise, Claim No. 60, Notification No. 778, in Township 3 South, Range 2 West of the Willamette Meridian in said County and State, said part being bounded and particularly described as follows:

BEGINNING at a stake in the center of the County Road that runs over, through and across said half of said claim, and on the North line of said claim, said point being South 35° 45' East, 17 and 78/100 chains from the Northwest corner thereof and running thence South 35° 45' East along said North line of said claim 22 and 22/100 chains, to the Northwest corner of said West half of said claim, as set in the County Survey numbered 47 in and for 27° West 27/100 chains; thence South along the line dividing the East from the West half of said claim 11 chains to a stake and oak tree; thence North 70° West 16 and 55/100 chains to a stake in center of said County Road; thence following the center of said road as follows, North 35° 31' West 23 and 73/100 chains; thence North 15° 13' West 3 and 66/100 chains; thence North 49° 25' West 3 and 57/100 chains; thence North 8° 24' West 11 and 74/100 chains to place of beginning.

ALSO: Situate, lying and being in Yamhill County, State of Oregon, and particularly described as follows to wit:
BEGINNING at the 1/4 post between Section 26 and 27, in Township 3 South, Range 2 West of the Willamette Meridian, said County and State; running thence South 16° 52' 10" West 10.80 chains to center of County Road; thence North 10° 15' 12" West 16.97 chains; thence North 5° 14' 36" West 3.00 chains; thence North 89° 10' East 12.26 chains to Section Line; thence South 5.33 chains to the place of beginning.

PARCEL 2:
The Northwest Quarter of the Southwest Quarter and Government Lot 7 in Section 26, in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

PARCEL 3:
All that property lying West of the following described easement:
A line in Section 26, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon described as follows:
CONVERTING at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 26; thence North 09° 48' East, 16.71 feet along the North line of said Southwest Quarter to the TRUE POINT OF BEGINNING of the line herein described; thence South 00° 21' 40" West 202.36 feet (passing an iron pipe at 2.00 feet) along a fence now there (April 1928) to a 1/4 inch iron rod at the terminus of the line herein described and in the North line of the Laframboise Donation Land Claim.

SAVE AND EXCEPT FROM THE ABOVE DESCRIBED TRACT THE FOLLOWING DESCRIBED TRACTS OF LAND:
A tract of land in the Michel Laframboise Donation Land Claim in Township 3 South, Range 2 West of the Willamette Tamhill County, Oregon described as follows:
BEGINNING on an iron rod that is South, 116 feet and South 70° West 688.45 feet from the Northwest corner of the West one-half of said Laframboise Claim; thence South 70° 00' 00" West 150.00 feet to an iron rod in the Easterly line of said County Market Road No. 5; thence North 1° 13' 11" East along said Easterly line, 107.57 feet; thence North 35° 30' West along said Easterly line, 190.00 feet; thence East along said iron rod to an iron rod: thence North 63° 36' 20" East, 190.00 feet; thence South 35° 30' East, 190.00 feet; thence South 00° 59' 34" West to the point of beginning.

PART of the Southwest Quarter of Section 26 of Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon, described as follows:

Exhibit "H" which by reference is incorporated therein and made a part thereof

By: [Signature]

[Stamp]

By: [Signature]

Daniel H. Smith, Sec'y

Bucks Corporation, A Corporation of Delaware
EXHIBIT "H"  Page 2 of 2

CONCUMING at the quarter corner between Section 36 and 37 in said Township and Range: thence East along the North line of the Southwest quarter of said Section 36, a distance of 172 feet to a fence corner marking the point of beginning; thence East along the North line of said Southwest quarter of said section, a distance of 1144.07 feet to a 3/4 inch diameter iron pipe; thence South 1° 30' 30" West along a fence that is the boundary as agreed by U.B. Luers and John H. Osiek by instrument of record in Film Volume 169, Page 1019 and 1020, Yamhill County Deed Records, a distance of 675.78 feet to an iron rod set in a streamed, from which a steel fence post in said boundary fence bears North 1° 30' 30" West 6.00 feet; thence Southwesternly along the center of said streamed to an intersection with the East boundary of that land conveyed by John M. Osiek to Melanie Autrey by Warranty Deed of record in Film Volume 189, Page 1166, Yamhill County Deed Records, as said East boundary has been modified by Correction Deed in May 1936 (from said point of intersection, an iron pipe at the Southwest corner of said Autrey tract bears South 6° 11' 40" West 68 feet; thence North 6° 11' 40" West 139.04 feet to said point of beginning.

PART of the East half of Section 37, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, being more particularly described as follows:

BEGINNING on the East line of said Section 37 at the Southeast corner of the Northeast Quarter; thence South 00° 00' 06" West 236.7 feet to a point on the West line of said section; thence North 09° 54' West 3.25 feet to a point in the center of the County Market Road No. 5; thence North 0° 34' West 522.97 feet to an angle in said road; thence North 1° 50' 22" West 75.95 feet to a point in the center of said road; thence South 99° 55' 50" West 815.76 feet to the East line of said Section 37; thence South 00° 00' 06" West 351.8 feet to the place of beginning.

A tract of land situated in Sections 26 and 37, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon, described as follows:

BEGINNING at the Northwest corner of the Southwest quarter of said Section 26; thence East along the Northwest quarter of said Section 26 a distance of 172 feet; thence South 6° 11' 40" West 1424.04 feet to a 3/4 inch iron pipe; thence South 09° 54' West 352.60 feet, more or less, to the Easterly right of way line of Yamhill County Market Road 9; thence Northwesterly along said right of way line a distance of 125.95 feet, more or less, to a point on the South line of the certain tract conveyed to Vaner Service, Inc. by deed recorded March 1, 1977 in Film Volume 118, Page 747, Yamhill County Deed and Mortgage Records; thence South 09° 54' East along said South line, a distance of 715.25 feet, more or less, to a point on the West line of Southwest quarter of said Section 26; thence North 00° 00' 06" East along said West line, a distance of 236.7 feet, more or less, to the point of beginning.

Exhibit "H" which by reference is incorporated therein and made a part thereof

By:

D.M. Smith
Bucks Corporation

By:

D.M. Smith
Secretary

Bucks Corporation, A Corporation of Delaware

7-21-98

20/28
Matt Dunckel & Assoc.
19010 Baker Creek Road
McMinnville, OR 97128
Phone: 472-7904
Fax: 472-0367

Date: 18 May 1998

Dan Smith - 60' Wide Easement (centerline) Legal Description.

A 60 foot wide and approximately 8840 foot long access and utility easement over and along an existing roadway in Sections 26, 27, 35 Township 3 South, Range 2 West, W.M., Yamhill County, Oregon, the centerline of which is described as shown on CS-10986.
Record of Survey
for: Dan Smith

Location: The SE 1/4, SW 1/4 Section 26, SE 1/4 Section 27, NW 1/4 Section 35, T. 3 S., R. 2 W., of the W.M., in the LaFramboise D.L.C., Yamhill County, Oregon.

Date: 19 May 1988

By: Matt Durvet & Assoc
15010 Rohn's Creek Rd
McMinnville, Oregon 97128
Phone: 503-454-7904

Registered Professional Land Surveyor

Oregon

Matthew L. Unick

Registered

Expires 31 December 1988

Scale: 1" = 200'

TL-1603
TL-1700

7-21-98
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The purpose proposed for Lots 3 and 4 over Lots 3 and 4 and survey work by LADD.

Lot 4
Lot 3

Matt Dunickel & Associates
19010 Baker Creek Rd.
McMinnville, Oregon 97128
Phone: 472-7964

Registered Professional Land Surveyor
Oregon No. 28-79553
Expires 31 December 2005
A tract of land in Section 26, Township 3 South, Range 2 West, W.M., Yamhill County, Oregon, described as follows:

Beginning at an iron rod set in CSP-9271 for the northeast corner of the southwest quarter of the southeast quarter of said Section 26 which is also the northeast corner of Parcel 1 of Yamhill County Partition 1998-33; thence South 01°10'19" East 218.00 feet (basis of Bearings CSP-9271) along the east line of said quarter to an iron rod; thence North 87°17'48" West 135.43 feet to an iron rod; thence North 62°26'25" West 337.58 feet to a point on the centerline of an existing 30 foot wide easement as shown on the plat of Partition 1998-33; thence North 17°52'57" West 54.27 feet along said centerline to the beginning of a curve concave to the northeast and having a radius of 200.77 feet; thence northwesterly along said curve 127.37 feet (Chord = North 03°52'05" West 126.30 feet); thence North 10°00'47" East 100.04 feet; thence North 05°12'50" East 131.69 feet to a point on the southerly margin of Lesley Road; thence South 59°51'44" East 226.45 feet along said margin to the beginning of a curve concave to the northwest and having a radius of 130.00 feet; thence northeasterly along said curve and margin 275.33 feet (Chord = North 59°27'12" East 226.68 feet) to the northeast corner of Lot 3 LADD HILL ESTATES; thence South 01°13'14" East 364.47 feet to an iron rod at the southeast corner of said Lot 3 being a point on the north line of the southeast quarter of the southeast quarter of said Section 26; thence North 38°43'52" East 29.80 feet along said north line to the POINT OF BEGINNING.
View Easement Map
for: Dan Smith

Location: The SE 1/4, of Section 26, T. 3 S., R. 2 W., of the Willamette Meridan, Yamhill County, Oregon.

Tax Lots: 3228 - 1900
Date: 14 July 1995

Legend
- = monument found, flush to 0.2' down, in good condition unless otherwise stated. Origin stated if known.
- = Existing Easement
w/pc = with red plastic cap

By: Matt Dunckel & Assoc.
9010 Boker Creek Rd.
McMinville, Oregon 97128
Phone: 472-7904

Lot 6
LADD
HILL
ESTATES
Lot 5
LaFramboise DLC

Horizontal Angle Detail N.T.S.

Vertical Angle Detail N.T.S.

#2563

Scale: 1" = 200'

S. 1/4 Sec. 26
Section 26

S. 1/4 Sec. 26
Section 35
AMENDMENT III TO CCR'S

This Amendment to the Conditions, Covenants, and Restrictions of Ladd Hill Estates is made and executed this 27th day of September, 1999 by and between Christopher Q. and Kathleen S. Roosevelt (herein known as "Roosevelt"), Hadley S. Robbins and Gayle J. Robbins (herein known as "Robbins"), Michael L. and Laurel M. Heifetz (herein known as "Heifetz"), Bucks Corporation (herein known as "Bucks"), Daniel M. Smith (herein known as "Daniel"), Stephen J. and Miriam E. Schneider (herein known as "Schneider"), and Patrick M. and Carla Schaeffer Cox (herein known as "Cox");

RECITALS:
1. WHEREAS, Roosevelt is the owner of real property more particularly described on Exhibit "A" (herein known as 'Exhibit "A"');
2. WHEREAS, Robbins is the owner of real property more particularly described on Exhibit "B" (herein known as 'Exhibit "B"');
3. WHEREAS, Heifetz is the owner of real property more particularly described on Exhibit "C" (herein known as 'Exhibit "C"');
4. WHEREAS, Bucks is the owner of real property more particularly described on Exhibit "D" (herein known as 'Exhibit "D"');
5. WHEREAS, Daniel is the owner of real property more particularly described on Exhibit "E" (herein known as 'Exhibit "E"');
6. WHEREAS, Schneider is the owner of real property more particularly described on attached Exhibit "F" (herein known as 'Exhibit "F"');
7. WHEREAS, Cox is the owner of real property more particularly described on attached Exhibit "G" (herein known as 'Exhibit "G"');
8. WHEREAS, Bucks is the owner of real property more particularly described on Exhibit "H" (herein known as 'Exhibit "H"');
9. WHEREAS, the real property described on Exhibits "A" through "H" is the same total real property encumbered by Conditions, Covenants, and Restrictions as amended (herein known as "CCR's") with the latest amendment recorded on the 21st day of July, 1998 as instrument #199813813 of the Deed and Mortgage records of Yamhill County, Oregon; and
10. WHEREAS, the owners of real property as set forth above in the CCR's desire certain modifications to be made to the said CCR's.

NOW, WHEREFORE, in consideration of the mutual covenants and restrictions contained herein, all parties bargain and agree that the following modifications are being made to the said CCR's as amended:

1. The attached Exhibits "F" and "G" replace the Exhibits "F" and "G" of the July 21, 1998 amendment (instrument #199813813).
2. Add the following sub-paragraph to Article II, paragraph C:
   7) The operation, maintenance, and repair of the existing two gates, and the re-location (or removal and new installation) of the upper gate on Lesley Road at Kramien Road to the upper beginning of the EASEMENT at Lesley Road, if it
should become necessary. If a gate is erected at the upper beginning of the EASEMENT at Lesley Road, it shall be located within 100 feet of the centerline of Lesley Road. The gates are desirable for all the owners of Exhibits “A” through “H” in order to minimize use by those not requiring access to the properties, thereby minimizing road maintenance and repair while increasing security and maintaining the peaceful and serene atmosphere of the properties.

3. Add the following sentence to Article III, paragraph 1, sub-paragraph k).
   Exception: The above roof pitch requirement shall not apply to Exhibit “F”.

4. Modify the beginning of paragraph (1) of Article V, from “With the exception of Article II” to “With the exception of Article II and Article VI”.

5. Add the following paragraph to Article V:
   (4) The provisions of Article VI of this Declaration shall run with the land and shall be binding upon the owners and occupants of all properties described on Exhibits “A” through “H” and all persons claiming by, through or under them until such time as modified in accordance with the provisions of Article VI.

6. Replace Article VI (View Restrictions) in its entirety with the following language:

   **ARTICLE VI (VIEW RESTRICTIONS)**

   A. All owners agree that unobstructed views from the individual properties are extremely important to each owner and are a significant reason that the individual owners are residing at the said property.

   1) For that reason, within the space above the planes established by adjacent view lines (i.e. A-B and B-C) on Exhibit “K”, no owner of real property described on Exhibits “A” through “H” inclusively shall: a) construct any outbuildings, dwellings, or improvements of any type, b) allow any trees or other foliage to grow, or c) perform any other task which would obstruct the view of the property owner of real property described on Exhibit “B”. The elevation of the view lines at the house site on Exhibit “K” is 819.27 feet.

   a) Furthermore, notwithstanding the restrictions of this Article VI paragraph A.1, that certain portion of real property more particularly described on Exhibit “J” that lies within that real property more particularly described on Exhibit “B”, is benefited by this said view easement restriction but is not encumbered, burdened, or restricted by this said view easement restriction; e.g., the owner of the real property set forth on Exhibit “J” is not required to perform any act within the area set forth on Exhibit “J” such as topping trees, removing trees, removing obstructions, etc. for the benefit of any other property owner associated with this view easement restriction.
2) Also for that reason, within the space above the planes established by adjacent view lines (i.e. A-B, B-C, C-D, D-E, E-F and F-G) on the attached Exhibit “L”, no owner of real property described on Exhibits “A” through “H” inclusively shall: a) construct any out-buildings, dwellings, or improvements of any type except for the residence, garage and architecturally similar buildings and appurtenances now or hereafter erected within the building envelope identified on the attached Exhibit “M” and described in the attached Exhibit “G”, b) allow any trees or other foliage to grow, or c) perform any other task which would obstruct the view of the property owner of real property described on Exhibit “F”. Planes established by adjacent view lines A-B and B-C do not extend outside the real property described on Exhibit “G”.

   a) Furthermore, notwithstanding the restrictions of this Article VI paragraph A.2, that certain portion of real property more particularly described on attached Exhibit “N” and in Exhibit “L” as the building envelope that lies within that real property more particularly described on Exhibit “F”, is benefited by this said view easement restriction but is not encumbered, burdened, or restricted by this said view easement restriction; e.g., the owner of the real property set forth on Exhibit “N” is not required to perform any act within the area set forth on Exhibit “N” such as topping trees, removing trees, removing obstructions, etc. for the benefit of any other property owner associated with this view easement restriction.

3) Also for that reason, within the space above the planes established by adjacent view lines (i.e. A-B, B-C, C-D and D-E) on the attached Exhibit “M”, no owner of real property described on Exhibits “A” through “H” inclusively shall a) construct any out-buildings, dwellings, or improvements of any type, b) allow any trees or other foliage to grow, or c) perform any other task which would obstruct the view of the property owner of the real property described on Exhibit “G”.

   a) Furthermore, notwithstanding the restrictions of this Article VI paragraph A.3, that certain portion of real property more particularly described on Exhibit “O” and in Exhibit “M” as the building envelope that lies within that real property more particularly described on Exhibit “G”, is benefited by this said view easement restriction but is not encumbered, burdened, or restricted by this said view easement restriction; e.g., the owner of the real property set forth on Exhibit “O” is not required to perform any act within the area set forth on Exhibit “O” such as topping trees, removing trees, removing obstructions, etc. for the benefit of any other property owner associated with this view easement restriction.

4) Notwithstanding any of the above, trees or other foliage may extend above any of the planes previously described in this Article VI until a negatively impacted owner of real property described in Exhibits “A” through “H” identifies the encroachment and requests correction in writing (notice) to the owner of the property upon which the tree or other foliage causing the
encroachment is growing. The owner (and their agents) of the property to whom the notice is addressed shall be provided reasonable access to the impacted owner’s parcel in order to review, survey or validate the encroachment or any correction. If a correction must be made, it shall be accomplished as soon as reasonably possible but not later than nine months after the date that the notice was sent.

5) The view easements that are established in Article VI paragraphs A.1, A.2 and A.3 above are three distinct and individual easements. They are independent of each other and any exclusions contained therein, including those in their respective sub-paragraph ‘a’, shall apply only to the particular and respective view easement and not to the other two view easements.

6) The waiver by a party of a breach of any term or provision of this Article VI must be in writing, signed by the party waiving such breach, and shall not be construed as a waiver of any subsequent or ongoing breach of the same or any other term or provision by any party. An action by a party to pursue any particular remedy shall not exclude pursuit of any other remedy, and all of a party’s rights and remedies shall be cumulative and may be exercised singularly or concurrently.

B. The provisions of this Article VI can only be modified by a unanimous vote of all property owners of the property described on Exhibits “A” through “H”, notwithstanding any other provision hereof.

Christopher Q. Roosevelt
Hadley S. Robbins
Michael L. Heifetz
Stephen J. Schneider
Patrick M. Cox
Bucks Corporation
By: Daniel Smith, President

Kathleen S. Roosevelt
Gayle J. Robbins
Laurel M. Heifetz
Miriam E. Schneider
Carla Schaeffer Cox
By: Daniel M. Smith

CCR, Amendment III
State of Oregon  
County of \textit{Clackamas}  

Personally appeared the above-named Christopher Q. Roosevelt and Kathleen S. Roosevelt before me and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 20th day of September, 1999.

\textbf{JOHN M. LUDLOW}  
Notary Public for Oregon  
My commission expires: \textbf{Nov. 6, 1999}

State of Oregon  
County of \textit{Clackamas}  

Personally appeared the above-named Hadley S. Robbins and Gayle J. Robbins before me and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 27th day of September, 1999.

\textbf{JOANNE MICHIELS}  
Notary Public for Oregon  
My commission expires: \textbf{4/16/02}

State of \textit{Washington}  
County of \textit{Thurston}  

Personally appeared the above-named Michael L. Heifetz and Laurel M. Heifetz before me and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 29th day of September, 1999.

\textbf{DAVID J. DAVID}  
Notary Public for \textit{Washington}  
My commission expires: \textbf{July 12, 2002}

State of Oregon  
County of \textit{Yamhill}  

Personally appeared the above-named Stephen J. and Miriam E. Schneider before me and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 27th day of September, 1999.

\textbf{SANDRA J. RAMACCIOITTI}  
Notary Public for Oregon  
My commission expires: \textbf{2/14/2001}
State of Oregon
County of Yamhill

Personally appeared the above-named Patrick M. Cox and Carla Schaeffer Cox before me and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 23rd day of September, 1999.

Sandra J. Ramacciotti
Notary Public for Oregon
My commission expires: 7/14/2001

State of Oregon
County of Yamhill

Personally appeared the above-named Daniel Smith before me and stated that he was the President of Buck's Corporation and who further stated that he was executing the foregoing instrument with the authority of the Board of Directors and who further acknowledged the foregoing instrument to be his voluntary act and deed.

Subscribed and sworn to before me this 24th day of September, 1999.

Sandra J. Ramacciotti
Notary Public for Oregon
My commission expires: 7/14/2001

STATE OF OREGON,
County of Yamhill

BE IT REMEMBERED, That on this 24th day of September, 1999, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named

Daniel M. Smith

knowing to me to be the identical individual... described in and who executed the within instrument and acknowledged to me that ...[signature]

executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal the day and year last above written.

Sandra J. Ramacciotti
Notary Public for Oregon
EXHIBIT "F" to AMENDMENT III TO CCR'S

A tract of land in Section 26, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon, described as follows:

Parcel 1, Partition Plat No. 98-33, recorded May 28, 1998 in Volume 5, Page 66 & 67, Record of Town Plats for Yamhill County, Oregon.

ALSO: A tract of land in Section 26, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon, described as follows:

Beginning at an iron rod set in CSP-10883 for the Southwest corner of Lot 3 LADD HILL ESTATES being also the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 26; thence North 42° 05' 35" West 119.41 feet (Basis of Bearings CSP-9271) along the Southwesterly line of said Lot 3 to an iron rod; thence North 88° 43' 52" East 713.85 feet to an iron rod; thence South 62° 26' 25" East 187.39 feet to a point on the South line of said Lot 3; thence South 88° 43' 52" West 799.96 feet along said South line to the point of beginning.

ALSO: Beginning at the Northeast corner of Parcel 2 of Partition Plat 1998-33; thence South 01° 10' 19" East 860.33 feet to an iron rod at the Southeast corner of said Parcel 2 being the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 26; thence North 21° 45' 19" West 912.07 feet to a point on the North line of said Parcel 2; thence South 80° 45' 40" East 206.10 feet to an iron rod at an angle corner of said North line; thence North 68° 29' 11" East 125.80 feet to the point of beginning.

SAVE AND EXCEPT: Beginning at an iron rod set for the Westerly Northwest corner of Parcel 2 of Partition 1998-33; thence North 50° 38' 071" East 715.29 feet to an iron rod at the Northerly Northwest corner of said Parcel 2; thence South 01° 14' 08" East 466.73 feet to an iron rod at an angle corner of said Parcel 2; thence North 88° 40' 56" West 563.22 feet to the point of beginning.

ALSO SAVE AND EXCEPT: Beginning at an iron rod set in CSP-10883 for the Southwest corner of Lot 3, LADD HILL ESTATES being also the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 26; thence North 88° 43' 52" East 799.96 feet (Basis of Bearings CSP-9271) along the South line of said Lot 3 to the TRUE POINT OF BEGINNING; thence South 62° 26' 25" East 432.64 feet to an iron rod; thence South 87° 17' 48" East 135.43 feet to an iron rod set on the East line of Parcel I of Partition 98-33; thence North 01° 10' 19" West 218.00 feet along said East line to an iron rod set in CSP-9271 for the Northeast corner of the Southwest quarter of the Southeast quarter; thence South 88° 43' 52" West 514.49 feet along the South line of Lot 3 to the TRUE POINT OF BEGINNING.
A tract of land in Section 26, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon, described as follows:

Parcel 2, Partition Plat No. 98-33, recorded May 28, 1998 in Volume 5, Page 66 & 67, Record of Town Plats for Yamhill County, Oregon.

TOGETHER WITH a tract of land in Parcel 1 of Partition 1998-33 in Section 26, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon, described as follows:

Beginning at an iron rod set for the Westerly Northwest corner of Parcel 2 of Partition 1998-33; thence North 50° 38' 07" East 715.29 feet to an iron rod at the Northerly Northwest corner of said Parcel 2; thence South 01° 14' 08" East 466.73 feet to an iron rod at an angle corner of said Parcel 2; thence North 88° 40' 56" West 563.22 feet to the point of beginning.

EXCEPTING THEREFROM a tract of land in Section 26, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon, described as follows:

Beginning at the Northeast corner of Parcel 2 of Partition Plat 1998-33; thence South 01° 10' 19" East 860.33 feet to an iron rod at the Southeast corner of said Parcel 2 being the Southeast corner of the Southwest quarter of the Southeast corner of said Section 26; thence North 21° 45' 19" West 912.07 feet to a point on the North line of said Parcel 2; thence South 80° 45' 40" East 206.10 feet to an iron rod at an angle corner of said North line; thence North 68° 29' 11" East 125.80 feet to the point of beginning.
EXHIBIT "L"
AMENDMENT III TO CCR'S

View Easement Map for: Dan Smith

Location: The SW 1/4, of Section 26, T. 3 S.,
R. 2 W., of the Willamette Meridian,
Ladd Hill Estates
Yamhill County, Oregon.

Tax Lots: 3226 - 1900
Vertical Datum scaled from USGS
Date: 2 Aug. 1999
Newberg Quad Map.

View Easement Line A and B

Vertical Angle 1°30'15"
Line "A" looks towards property line at road
Line "B" sights to the lowest point between Lots 4 and 6.

View Elevation Elev = 769

View Easement Line C

Vertical Angle 42°15'
South edge of tall trees South of office
Elev = 769

View Elevation Elev = 769

View Easement Line D

Vertical Angle 53°50'
To house by river
Elev = 769

View Easement Line E

Vertical Angle 70°23'
Easterly edge of clear strip
Elev = 769

View Easement Line F and G

Vertical Angle 41°17'
To easterly edge of open field by amphitheater
and to East line of building envelope
Elev = 769

#3381
**EXHIBIT "M" to AMENDMENT III TO CCR'S**

**View Easement Map for: Dan Smith**

Location: The SW 1/4, of Section 26, T. 3 S., R. 2 W., of the Willamette Meridian, Ladd Hill Estates, Yamhill County, Oregon.

Tax Lots: 3226 - 1900

Date: 2 Aug. 1999

Vertical Datum scaled from USGS NEWBERG QUAD MAP.

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**View Easement Line A**
- Vertical Angle 01°00'00"
- Line "A" sights to Dundee Hills
- Floor Elevation = 658.48

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**View Easement Line B**
- Vertical Angle 51°30"
- Line "B" sights to Willamette River
- Floor Elevation = 656.48

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**View Easement Line C**
- Vertical Angle 51°30"
- Line "C" sights to the amphitheater at Champoeg
- Floor Elevation = 656.48

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**View Easement Line D**
- Vertical Angle 25°50"
- Line "D" sights to the southeast corner of Parcel 2
- Floor Elevation = 656.48
EXHIBIT "N" to AMENDMENT III TO CCR'S

A tract of land in Section 26, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon, described as follows:

COMMENCING from an iron rod set in CSP-9271 for the northeast corner of the southwest quarter of the southeast quarter of said Section 26 which is also the northeast corner of Parcel 1 of Yamhill County Partition 1998-33; thence South 01° 10' 19" East 218.00 feet (Basis of Bearings CSP-9271) along the east line of said Parcel 1 to an iron rod set in CS-10971 marking the POINT OF BEGINNING; thence North 87° 17' 48" West 135.43 feet to an iron rod; thence North 62° 26' 25" West 380.34 feet crossing the centerline of an existing 60 foot easement through line L41 as shown on CS-10956 at 337.58 feet to a point on the Southwesterly boundary of said easement; thence Southeasterly along the Southwesterly boundary of the same 60 foot easement approximately 165 feet to the intersection of the 32.13 foot long common boundary between Parcel 1 and Parcel 2 of Partition 98-33 as shown on Sheet 1 of CS-11049; thence South 80° 45' 40" East approximately 20 feet along said common boundary to the Northwest corner of the New Area to be added to Parcel 1 identified on Sheet 1 of CS-11049; thence South 21° 45' 19" East approximately 220 feet to a point on the Southerly boundary of the 60 foot easement shown on CS-10956 crossing the centerline of said easement over the line whose length is 198.25 feet with a bearing of North 86° 27' 27" East; thence North 86° 27' 27" East approximately 250 feet to a point on the East boundary of the New Area to be added to Parcel 1 identified on Sheet 1 of CS-11049; thence North 01° 10' 19" approximately 410 feet to the POINT OF BEGINNING.
Date: 14 Nov. 1998

DAN SMITH - Legal Description of 5 acre building envelope on Parcel 2.

A tract of land in Section 26, Township 3 South, Range 2 West, W.M., Yamhill County, Oregon, described as follows:

Beginning at an iron rod set for the westerly northwest corner of Parcel 2 of Partition 1998-33; thence North 50°38'07" East 634.56 feet to the TRUE POINT OF BEGINNING; thence South 02°45'53" East 414.69 feet to a point on the north line of Parcel 2 of Yamhill County Partition 1998-33, being the beginning of a non-tangent curve concave to the northwest and having a radius of 327.63 feet; thence northeasterly along said curve 504.30 feet (Chord=North 77°02'53" East 455.97'); thence North 00°32'30" West 372.16 feet to an iron rod at an angle corner in the north line of said Parcel 2; thence South 88°43'03" West 398.54 feet to an iron rod at the northerly northwest corner of said Parcel 2; thence South 50°38'07" West 80.73 feet to the true point of beginning.
After recording return to:
Demetri Tschantaridis PC
Attorney at Law
PO Box 238
Newberg, OR 97132

Until a change is requested, all tax statements shall be sent to:

No Changes

RECORDING COVER SHEET

TITLE OF THE TRANSACTION:
Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Ladd Hill Estates

BY AND BETWEEN:
Patrick M. and Carla Schaeffer Cox, Jason and Andrea Fields, Michael L. and Laurel M. Heifetz, Fred Coleman, Birch Porter, Marty and Sylvia Castro, Zachary Mock, Joy Koss, Lorie Olsen, Krystal Kraig (herein cumulatively known as the "owners")
Ladd Hills Homeowner's Association
32011 NE Wilsonville Road
Newberg, OR 97132

RERECORDED AT THE REQUEST OF the owners TO CORRECT Section 1 to remove the last sentence so the section reads:

1. Replace Article II (Maintenance, Repairs, and Improvements to Public Roads and Easement) paragraph B with: "All costs and expenses incurred in repairing, maintaining, and improving said public roads as well as repairing, maintaining, and improving the said Easement set forth on Exhibit "I" shall be borne by the owners equally in the amount of One Thousand Dollars ($1,000.00) annually.

PREVIOUSLY RECORDED AT 2012-09074.
Fourth Amendment to Declaration of Covenants, Conditions and Restrictions
for Ladd Hill Estates

This Amendment to the Conditions, Covenants and Restrictions for Ladd Hill Estates is made and executed this 7th day of September, 2012, by and between Patrick M. and Carla Schaeffer Cox, Jason and Andrea Fields, Michael L. and Laurel M. Heifetz, Fred Coleman, Birch Porter, Marty and Sylvia Castro, Zachary Mock, Joy Koss, Lorie Olsen, Krystal Kraig (herein cumulatively known as the "owners")

RECITALS

A. Whereas, the owners, own real property within the Ladd Hills Estates, Yamhill County.

B. Whereas, the real property in the Ladd Hills Estates is the same total real property encumbered by Conditions, Covenants, and Restrictions as amended (herein known as "CCR's") with the latest recorded on the 27th day of September 1999 as instrument #199919546 of the Deed and Mortgage records of Yamhill County, Oregon; and

C. Whereas, the owners, as set forth in the CCR's desire certain modifications to be made to the said CCR's.

NOW, WHEREFORE, in consideration of the mutual covenants and restrictions contained herein, all parties bargain and agree that the following modifications are being made to the said CCR's as amended:

1. Replace Article II (Maintenance, Repairs, and Improvements to Public Roads and Easement) paragraph B with: "All costs and expenses incurred in repairing, maintaining, and improving said public roads as well as repairing, maintaining, and improving the said Easement set forth on Exhibit "I" shall be borne by the owners equally in the amount of One Thousand Dollars
($1,000.00) annually. Each subsequent year the amount due from each member lot will be increased by the previous year's annual rate of inflation as published annual by the U.S. Government, with a limit and cap of 3% per year maximum annual dues increase.

2. Replace Article II (Maintenance, Repairs, and Improvements to Public Roads and Easement) paragraph B(1) with: "All parties agree that the cost of maintenance is to be shared by each current and future lot owner of Ladd Hill Estates equally."

3. Replace Article III, paragraph 3 sub-paragraph (a) with: No lot or any part thereof shall be used for the commercial storage or parking of motor or other vehicles or equipment, including, but not limited to, farming or logging equipment, commercial equipment or mobile homes, unless the same is fully enclosed within an accessory building or is not otherwise visible from any roadways or residences. No modular storage sheds shall be placed within view of roadways or residence.

4. Insert Article IV, paragraph 3: Failure by any owner to pay any annual assessment within 30 days of the notice given in Article IV Paragraph (1) shall result in the forfeiture of any voting rights under the these CCRs or any Bylaws until such time that the annual assessment is paid in full.

5. All parties agree that the Amendment has been prepared by Demetri Tsohantaridis PC, attorney, for the Ladd Hills Estates Homeowners Association Board, and that all parties have been advised to consult with their own independent legal counsel should they have any questions.

(Remainder of Page Intentionally left blank)

(Signature Pages to Follow)
Personally appeared the above-named Carla Schaeffer Cox before and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 7th day of June, 2012.

Notary Public for Oregon
My commission expires: 2-21-16

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions
For Ladd Hill Estates
Patrick M. Cox

State of Oregon     )
     ) ss
County of Yamhill  )

Personally appeared the above-named Patrick M. Cox before and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 7 day of June, 2012.

Notary Public for Oregon
My commission expires: 2-21-110

OFFICIAL SEAL
SAMIRA RACHELLE LOFLIN
NOTARY PUBLIC-OREGON
COMMISSION NO. 466021
MY COMMISSION EXPIRES FEBRUARY 21, 2016

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions
For Ladd Hill Estates
Zachary Mock

State of Oregon   ) ss

County of Yamhill  ) Washington

Personally appeared the above-named Zachary Mock before and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 31st day of March, 2012.

[Signature]
Notary Public for Oregon
My commission expires: 10th August 2015

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions
For Ladd Hill Estates
Krystal Kraig

State of Oregon )
| 5C ) ss
County of Yamhill )
| marion

Personally appeared the above-named Krystal Kraig before and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 23 day of March, 2012.

[Signature]

Notary Public for Oregon
My commission expires: 4-15-2014

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions
For Ladd Hill Estates
Fred Coleman

State of Oregon  )  
  ) ss
County of Yamhill  )

Personally appeared the above-named Fred Coleman before me and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 10th day of March, 2012

Notary Public for Oregon
My commission expires: 12/07/15

Birch Porter

State of Oregon  )  
  ) ss
County of Yamhill  )

Personally appeared the above-named Birch Porter before me and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 10th day of March, 2012

Notary Public for Oregon
My commission expires: 12/07/15

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Ladd Hill Estates
Joy Koss

State of Oregon )

County of Yamhill ) ss

Clackamas SF

Personally appeared the above-named Joy Koss before and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 20 day of February, 2012.

Janis M. Forsyth
Notary Public for Oregon
My commission expires: April 20, 2015

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions
For Ladd Hill Estates
for the Ladd Hill Estates Homeowners Association Board, and that all parties have been advised to consult with their own independent legal counsel should they have any questions.

Andrea Fields

State of Oregon
ss
County of Yamhill

Personally appeared the above-named Andrea Fields before and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 17th day of February, 2012.

Brad A. McKee
Notary Public for Oregon
My commission expires: Jan. 31, 2016

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions
For Ladd Hill Estates
Personally appeared the above-named Jason Fields before and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 17th day of February, 2012.

[Signature]

Notary Public for Oregon
My commission expires: 9/22/2015
Michael L. Heifetz

State of Oregon  )
    ) ss
County of Yamhill  )

Personally appeared the above-named Michael L. Heifetz before me and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 11th day of January, 2012.

Molly A. McDowell
Notary Public for Oregon
My commission expires: 3-6-2014

Laurel M. Heifetz

State of Oregon  )
    ) ss
County of Yamhill  )

Personally appeared the above-named Laurel M. Heifetz before me and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 11th day of January, 2014.

Molly A. McDowell
Notary Public for Oregon
My commission expires: 3-6-2014

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Ladd Hill Estates
Personally appeared the above-named Lorie Olsen before me and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 3rd day of November, 2011.

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Ladd Hill Estates
Marty Castro

State of Oregon   
    ) ss
County of Yamhill  

Personally appeared the above-named Marty Castro before me and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 4th day of October, 2011.

Kim Helms
Notary Public for Oregon
My commission expires: Oct. 28, 2011

Sylvia Castro

State of Oregon   
    ) ss
County of Yamhill  

Personally appeared the above-named Sylvia Castro before me and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 4th day of October, 2011.

Kim Helms
Notary Public for Oregon
My commission expires: Oct. 28, 2011

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Ladd Hill Estates
After Recording Return to:

Demetri Tsohantardis PC
Attorney at Law
PO Box 238
Newberg, OR 97132

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions
for Ladd Hill Estates

This Amendment to the Conditions, Covenants and Restrictions for Ladd Hill Estates is
made and executed this 7th day of June, 2012, by and between Patrick M.
and Carla Schaeffer Cox, Jason and Andrea Fields, Michael L. and Laurel M. Heifetz, Fred
Coleman, Birch Porter, Marty and Sylvia Castro, Zachary Mock, Joy Koss, Lorie Olsen, Krystal
Kraig (herein cumulatively known as the "owners")

RECITALS

A. Whereas, the owners, own real property within the Ladd Hills Estates, Yamhill
County.

B. Whereas, the real property in the Ladd Hills Estates is the same total real property
encumbered by Conditions, Covenants, and Restrictions as amended (herein known as "CCR's")
with the latest recorded on the 27th day of September 1999 as instrument #199919546 of the
Deed and Mortgage records of Yamhill County, Oregon; and

C. Whereas, the owners, as set forth in the CCR's desire certain modifications to be
made to the said CCR's.

NOW, WHEREFORE, in consideration of the mutual covenants and restrictions
contained herein, all parties bargain and agree that the following modifications are being made to
the said CCR's as amended:

1. Replace Article II (Maintenance, Repairs, and Improvements to Public Roads and
Easement) paragraph B with: "All costs and expenses incurred in repairing, maintaining, and
improving said public roads as well as repairing, maintaining, and improving the said Easement set
forth on Exhibit "I" shall be borne by the owners equally in the amount of One Thousand Dollars
($1,000.00) annually. Each subsequent year the amount due from each member lot will be increased by the previous year's annual rate of inflation as published annual by the U.S. Government, with a limit and cap of 3% per year maximum annual dues increase.

2. Replace Article II (Maintenance, Repairs, and Improvements to Public Roads and Easement) paragraph B(1) with: "All parties agree that the cost of maintenance is to be shared by each current and future lot owner of Ladd Hill Estates equally."

3. Replace Article III, paragraph 3 sub-paragraph (a) with: No lot or any part thereof shall be used for the commercial storage or parking of motor or other vehicles or equipment, including, but not limited to, farming or logging equipment, commercial equipment or mobile homes, unless the same is fully enclosed within an accessory building or is not otherwise visible from any roadways or residences. No modular storage sheds shall be placed within view of roadways or residence.

4. Insert Article IV, paragraph 3: Failure by any owner to pay any annual assessment within 30 days of the notice given in Article IV Paragraph (I) shall result in the forfeiture of any voting rights under the these CCRs or any Bylaws until such time that the annual assessment is paid in full.

5. All parties agree that the Amendment has been prepared by Demetri Tsokharantidis PC, attorney, for the Ladd Hills Estates Homeowners Association Board, and that all parties have been advised to consult with their own independent legal counsel should they have any questions.

(Remainder of Page Intentionally left blank)

(Signature Pages to Follow)
Carla Schaeffer Cox

State of Oregon  )
               ) ss
County of Yamhill )

Personally appeared the above-named Carla Schaeffer Cox before and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this ___ day of _____, 2012.

[Signature]
Notary Public for Oregon
My commission expires: 2.21.16

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions
For Ladd Hill Estates
Personally appeared the above-named Patrick M. Cox before and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 7 day of June, 2012.

Notary Public for Oregon
My commission expires: 2-21-16

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions
For Ladd Hill Estates
Zachary Mock

State of Oregon  
County of Yamhill  

Washington

Personally appeared the above-named Zachary Mock before and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 31st day of March, 2012.

Notary Public for Oregon
My commission expires: 10th August 2015

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions
For Ladd Hill Estates
Personally appeared the above-named Krystal Kraig before and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 23 day of March, 2012.

[Signature]
Notary Public for Oregon
My commission expires: 4-15-2014
Fred Coleman
State of Oregon
   )
   ) ss
County of Yamhill
   
Personally appeared the above-named Fred Coleman before me and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 10th day of March, 2012

Notary Public for Oregon
My commission expires: 12/07/15

Birch Porter
State of Oregon
   )
   ) ss
County of Yamhill
   
Personally appeared the above-named Birch Porter before me and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 10th day of March, 2012

Notary Public for Oregon
My commission expires: 12/07/15

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Ladd Hill Estates
Joy Koss

State of Oregon   )
County of Yamhill  ) ss

Personally appeared the above-named Joy Koss before and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 20 day of February, 2012.

JANIS M. FORSYTH
Notary Public for Oregon
My commission expires: April 20, 2015
for the Ladd Hill Estates Homeowners Association Board, and that all parties have been advised to consult with their own independent legal counsel should they have any questions.

Andrea Fields

State of Oregon

County of Yamhill

Personally appeared the above-named Andrea Fields before and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 17th day of FEBRUARY, 2012.

Brad A. McKee

Notary Public for Oregon

My commission expires: JAN. 31, 2016

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions

For Ladd Hill Estates
Personally appeared the above-named Jason Fields before and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 17th day of February, 2012.

[Signature]
Shane G. Karl
Notary Public for Oregon
My commission expires: 9/22/2015

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions
For Ladd Hill Estates
Michael L. Heifetz

State of Oregon  
)  
) ss  
County of Yamhill  )

Personally appeared the above-named Michael L. Heifetz before me and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 11th day of January, 2012.

Molly A. McDonnell  
Notary Public for Oregon  
My commission expires: 3-6-2014

Laurel M. Heifetz

State of Oregon  
)  
) ss  
County of Yamhill  )

Personally appeared the above-named Laurel M. Heifetz before me and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 11th day of January, 2012.

Molly A. McDonnell  
Notary Public for Oregon  
My commission expires: 3-6-2014

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Ladd Hill Estates
Personally appeared the above-named Lorie Olsen before me and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 3rd day of November, 2011.

Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Ladd Hill Estates
Marty Castro
State of Oregon  )
  ) ss
County of Yamhill  )

Personally appeared the above-named Marty Castro before me and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 4th day of October, 2011.

Kim Helmly
Notary Public for Oregon
My commission expires: Oct. 28, 2011

Sylvia Castro
State of Oregon  )
  ) ss
County of Yamhill  )

Personally appeared the above-named Sylvia Castro before me and acknowledge the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 4th day of October, 2011.

Kim Helmly
Notary Public for Oregon
My commission expires: Oct. 28, 2011
DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT G.G. LAURIS AND
KATHERINE LAURIS, DO HEREBY MAKE, ESTABLISH AND DECLARE THIS PLAT OF
"LAUR'S HILL ESTATES" AS DESCRIBED IN THE ACCOMPANYING SURVEY
AND ARTICLES OF APPRAISAL. WE HEREBY DECLARE THAT THE LOTS SHOWN IN
THE ATTACHED SURVEY'S ARE CORRECT AND THAT THERE OF ALL LOTS BEING
OF THE AREAS SHOWN IN ALL RIGHTS, EASEMENTS, LEGAL OR THE WHOLE SHOWN
WE DO HEREBY DIRECT TO THE USE OF THE PUBLIC ALL ROADS SHOWN HEREBIN.

G.G. LAURIS
KATHERINE LAURIS

ACKNOWLEDGEMENT

STATE OF OREGON
COUNTY OF CLACKAMAS

THEY CERTIFY THAT ON THE 20TH DAY OF JULY, 1963,
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID TADE COUNTY,
PERSONALLY APPEARED G.G. LAURIS AND KATHERINE LAURIS,
WHO FIRST BEING, UPON IDENTIFICATION, SAID THAT THEY ARE THE OWNER
OF THE PROPERTY KNOWN AS "LAUR'S HILL ESTATES"
AS DESCRIBED IN THE ACCOMPANYING SURVEY'S CERTIFICATE
AND THAT THEIR SIGNATURES APPEAR TO THE PRECEDING
DEDICATION WHERE THEIR NAME IS FIXED.

WITNESS MY HAND (OFFICIAL SEAL)
COUNTY CLERK

COUNTY CLERK
APPROVAL
COUNTY SURVEYOR
COUNTY ROAD MASTER

STANLEY W. REAGAN, M.D.
PLANNING COMMISSION
APPROVED THIS 25 DAY OF DECEMBER, 1968

BY: R.L. BISHOP
CHAIRMAN
COUNTY COMMISSIONERS
APPROVED THIS 25 DAY OF DECEMBER, 1968

BOARD OF COUNTY COMMISSIONERS
APPROVED THIS 25 DAY OF DECEMBER, 1968

COUNTY CLERK
APPROVED THIS 27 DAY OF JANUARY, 1969

ALL TAXES, ASSESSMENTS, FEES OR OTHER CHARGES
AS PROVIDED BY ORS. 92-095 HAVE BEEN PAID
AS OF JANUARY 1, 1968

Issaquah Public Library