DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MICHELBOOK'S FOURTH ADDITION
A Residential Community with Common Facilities

DECLARATION

THIS DECLARATION, made this 7th day of June, 1983, by
MICHELBOOK ESTATES, INC., an Oregon corporation, hereinafter called the
"Developer":

WITNESSETH:

WHEREAS, Michelbook Estates, Inc. and Christie C. Michelbook are the
owners of the real property described in this declaration and desire to create
thereon a residential community with common facilities for the benefit of said
community. This community shall be referred to as the "Michelbook Homeowners' Association", which at the time of adoption of these Covenants and Restrictions
consists of Michelbook's Fourth Addition to the City of McMinnville, Yamhill
County, Oregon; and

WHEREAS, Michelbook Estates, Inc. has deemed it desirable for the
efficient preservation of the values and amenities in said community to create
an agency to which should be delegated and assigned the powers of maintaining,
administering, and enforcing the covenants and restrictions and collecting and
disbursing the assessments and charges hereinafter created. This agency shall
be referred to as the "Michelbook Homeowners' Association";

ARTICLE I

DEFINITIONS: The following words, when used in this declaration, or
any subsequent or supplemental declaration (unless the context shall prohibit),
shall have the following meanings:

Section 1. "Association" shall mean and refer to the Michelbook
Homeowners' Association, a non-profit corporation organized and existing under
the laws of the State of Oregon.

Section 2. "Association of Members" shall mean all the owners and
other persons entitled to vote, acting as a group, in accordance with the
declaration and bylaws.

Section 3. "Building" shall mean a multiple unit building or a single
unit building, or any combination thereof, comprising a part of the property.
Section 4. "Common Expenses" shall mean the expenses of administration, maintenance, repair or replacement of the private commons, expenses agreed upon as common by the owners, and expenses declared common by this declaration, or the bylaws of this Association.

Section 5. "Declaration" shall mean this master deed, plus amendments and supplements thereto.

Section 6. "Lot" shall mean a part of the property, including a building of one or more rooms intended for any type of independent use, and with a direct exit to a public street or highway or to a common area or areas leading to a public street or highway.

Section 7. "Member" shall mean that person or entity having a voting right in the Association pursuant to this declaration and the Articles of Incorporation and bylaws.

Section 8. "Owner" shall mean the record owner, or contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, plot or living unit situated upon the properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee or holder of a trust deed unless and until such mortgagee or holder of the trust deed has acquired full title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 9. "Private Commons" shall mean parks, commons, streets, footways, buildings, structures, walls, roofs, personal properties, and any and all other properties maintained by the Association for the common benefit and enjoyment of all of the members of the Association.

Section 10. "Properties" or "Property" shall mean the land, whether leasehold or in fee simple, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are under this declaration, Articles of Incorporation, and bylaws of the Association.

ARTICLE II

PROPERTIES SUBJECT TO THE DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the declaration is located in Yamhill County, Oregon, and is more particularly described as set forth upon that document attached hereto and made a part hereof as though fully set forth herein, and marked Exhibit "A", all of which said real property shall hereinafter be referred to as "existing property".
Section 2. Additional Property. Real property including but not limited to that real property described in Exhibit "B" hereto may be annexed and made subject to the jurisdiction of the Association according to the terms and procedures set forth in the Articles of Incorporation and Bylaws of the Michelbook Homeowners' Association, whereupon automatically it shall be included in any reference herein to "said property" or "said properties".

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity which is an owner shall be a member, and the Developer shall be a member.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all of the lot owners. An owner's proportionate share of the revenue and expense associated with the private commons shall be equal to his proportionate voting share in the Association. Each Class A owner shall have one vote per lot owned except as to condominium developments where each condominium unit owner shall be a member as defined by Article I, Section 7, and an owner as defined by Article I, Section 8 hereof, and shall have one vote per condominium unit owned, whether the lot or condominium owner is a corporation, an association, a partnership, or a husband and wife. When more than one person holds such interest in any lot, all such persons shall exercise their vote as a unit; provided, however, if a voting dispute arises, the multi-person owner shall not be entitled to a vote unless the dispute be resolved as they among themselves shall decide.

Class B: The Class B member shall be the Developer. The Class B member shall be entitled to two times the votes for each lot or unit owned by a Class A member for the lots or condominium units within Association properties; provided, however, that the Class B membership shall cease and become converted to Class A membership upon the happening of any of the following events: (a) When fifty percent (50%) of the lots or condominium units set forth upon this declaration to be filed have been sold; or (b) On the 5th day of May, 1993.
From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot then unsold and in which the Developer holds the interest required for membership under this declaration.

ARTICLE IV

PROPERTY RIGHTS IN PRIVATE COMMONS

Section 1. Members' Easement of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every member shall have a right and easement of enjoyment in and to the private commons and such easement shall be appurtenant to and shall pass with the title to every lot or living unit.

Section 2. Title to Private Commons. The title to the private commons shall be vested in the owners. Each owner in Michelbook's Fourth Addition to the City of McMinnville, Yamhill County, Oregon, shall have an undivided 1/66th interest per lot owned in the private commons of Michelbook's Fourth Addition.

Section 3. Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided in its Articles of Incorporation and bylaws, to suspend the enjoyment rights of any member for as long as any assessment remains unpaid, and for any period not to exceed thirty (30) days for any violation of its published rules and regulations; nonpayment or violation, however, is not grounds for denying a member the right to use the private commons as access to his residence.

(b) The right of the Association or Developer to dedicate or transfer, subject to membership acceptance thereof, all or any part of the private commons to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by the members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedications, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereof is sent to every member at least ninety (90) days in advance of any action taken.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal obligation of assessments. Developer, for each lot owned by it within the properties, hereby
covenants with, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges (which may be paid on a monthly basis), (2) special assessments for capital improvements, replacements or repairs, such assessments to be fixed, established and collected from time to time as provided in Section 10.10 of the Bylaws. The annual and special assessments, together with such interest thereon, and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due. Such lien shall be enforceable in a manner consistent with the provisions of ORS Chapter 88 which governs foreclosures generally. The prevailing party shall be entitled to attorneys fees as provided by Article XI, Section 5 herein.

ARTICLE VI

ARCHITECTURAL COMMITTEE

Section 1. An Architectural Committee shall be formed to insure the proper and harmonious development of the properties consistent with the adjoining golf course and country club. Initially, the Developer shall be responsible to appoint members to the Architectural Committee. However, at such time as the Class B membership shall cease, the Homeowners Association shall be responsible to appoint members to the Architectural Committee. The Architectural Committee shall at all times consist of as many persons, not less than three (3), as the Developer or the Homeowners Association shall appoint. The Architectural Committee shall perform the functions outlined below.

Section 2. Lot owners will not construct, alter or maintain any improvement on the premises until:

(a) They have submitted to the Architectural Committee a complete set of plans and specifications therefor in form satisfactory to the Committee, showing insofar as is appropriate: (1) the size and dimensions of the improvement; (2) the exterior design, (3) the exterior color scheme, (4) the exact location of the improvement on the home site, (5) the location of driveways and parking areas, (6) the landscaping arrangement, and (7) the size, dimension and location of any outbuildings; and

(b) Such plans and specifications have been approved in writing by the Committee. Approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the restrictions and
conditions contained herein, but also because of the reasonable dissatisfaction of said Committee with the items set forth in paragraph (a) above which, in the reasonable judgment of the Committee, would render the proposed improvement inharmonious or out of keeping with the objectives or the improvements erected on other homesites in the immediate vicinity of the premises.

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

(d) The Architectural Committee has prepared an architectural checklist setting forth general concepts for the development of said tract which is available at the office of the Developer. Such checklist may be modified from time to time.

ARTICLE VII

EASEMENTS

Section 1. The Developer reserves for the benefit of the tract those areas designated on said plat as easements and right-of-way for the purpose of construction of utilities, including but not limited to streets, sewers, water, power, gas and telephone, for the benefit of all lot owners in said tract.

Section 2. The Developer reserves for the benefit of the tract easements to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent to the lots which are subject to these restrictions. These acts shall include, but not be limited to, the recovery of golf balls from such lots, the flight of golf balls over and upon such lots, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf, together with all the
other common and usual activity associated with the game of golf and with all
the normal and usual activities associated with the operation of a country club.

ARTICLE VIII

BUILDING RESTRICTIONS

Section 1. Maximum building height. The peak of the roof for units
to be built within this development shall not exceed eighteen (18) feet at the
peak of the roof as measured from the nearest curb. A 22-foot allowance will be
given for solar construction. Provided, however, in the event that other
property including property lying within those boundaries described in Exhibit
"B" hereto shall be annexed, the peak of any condominium roof constructed
thereon shall not exceed twenty-six (26) feet at the peak of the roof as
measured at the nearest curb; and a 30-foot allowance will be given for solar
construction.

Section 2. Square feet to be contained in any house constructed. Any
house constructed shall have a minimum area of 1,600 square feet; provided,
however, in the event that other property including property lying within those
boundaries described in Exhibit "B" hereto shall be annexed, any condominiums
constructed thereon shall have a minimum area of 1,390 square feet.

Section 3. Set-back requirements. The minimum side yard requirement
for a single-family lot shall be 7½ feet. Front and rear yard set-back
requirements shall be 20 feet, save and except those lots where a special
building line is shown on the final plat.

Section 4. Restrictions on carports. No carports shall be allowed in
the development. Parking shall be provided by means of entirely closed parking
facilities or garages. There will be also a 2-car minimum requirement.

Section 5. Fences. Fences will generally be governed by city
ordinance except on fairway lots which shall be limited as follows: All side
fences must be 20 feet set back from rear property line and no fences shall be
constructed parallel to the fairway except as required for swimming pool
construction. The location, material, and design of any fences constructed
shall be approved by the Architectural Committee prior to construction.

Section 6. Landscaping plans and installation must be approved by the
Architectural Committee of the Association.

Section 7. Roofs shall be cedar, tile, or approved by the
Architectural Committee of the Association; however, under no circumstances will
asphalt shingles be permitted.
Section 8. Lot Maintenance. In the event that any lot owner does not commence construction of a residence on said lot upon completion of all site improvements, he shall plant said lot as a lawn. The lot shall thereafter be maintained the same as a lawn until a residence is constructed. In the event that the owner does not maintain the lot, he agrees to pay Michelbook Estates, Inc. a monthly fee of $25 to perform such maintenance service.

Section 9. Construction time limit. All construction on any lot must be completed and the occupancy permit issued within 365 days from the date of the issuance of a building permit or from the date that the Architectural Committee approves the plans and specifications, whichever is later.

Section 10. Exterior colors shall be natural, earth color, or approved by the Architectural Committee of the Association.

Section 11. Detached Improvements. Any detached improvement whatever must be approved by the Architectural Committee of the Association.

ARTICLE IX

GENERAL RESTRICTIONS

Section 1. Animals. No domestic animals of any kind shall be raised, kept, or permitted upon the premises or any part thereof other than dogs, cats, and birds which are not kept, bred or raised thereon for commercial purposes or in unreasonable numbers, and which are reasonably controlled to avoid their being a nuisance to other lot owners.

Section 2. Mobile Homes, Temporary Structures. No mobile home, permanent or temporary structure shall be allowed in the development, with the exception of a construction type of mobile home to be used only during the period of construction. Approval shall rest with the Architectural Committee for granting such a permit.

Section 3. Campers, motor homes, boats, or trailer trailers. No camper, motor home, boat, or travel trailer shall be permitted to be left on the owner or tenant occupied drive, street side or rear yard for a period exceeding two (2) days. Campers, motor homes, boats, or travel trailers may be left for a reasonable period of time to permit cleaning, loading or unloading, not to exceed five (5) days.

Section 4. Trash or refuse. No open air trash burning will be allowed at any time on any property included in this development. No garbage, trash or refuse will be allowed to accumulate on any property contained in this development. Failure to remove the heretofore mentioned will result in the Association having such removed and presenting the owner or tenant with a charge
for said removal. If not paid within thirty (30) days, a lien will be recorded against the property involved.

Section 5. Commercial business. No commercial business of any type shall be allowed to be established on or operated from this development.

Section 6. Nonresidential motor vehicles. There shall not be stored, parked or kept upon said lots or tracts in open and plain view any motor vehicle which is in a rusted, wrecked, junked or partially dismantled or inoperative or abandoned condition, whether attended or not, unless it is completely enclosed within a building. Any such motor vehicle shall constitute a condition tending to reduce the value of the property; to invite plundering; to create fire hazards; to constitute an attractive nuisance creating a hazard to the health and safety of minors; and to be a nuisance; and it shall be the duty of the owner of the property or of the lessee or other person in possession of the property upon which such vehicle is located, either to remove the same or have the same housed in a building where it will not be visible from the street or other property.

Section 7. One family per single unit dwelling. No more than one (1) family shall be allowed to dwell in a single unit family dwelling. This does not apply to overnight guests, temporary visitors, or in-house domestic employees.

Section 8. No offensive noise or activities. No resident or guest of resident shall make any offensive noises or conduct any activity which offends or interferes with other residents’ use of their property or the private commons.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants, easements and restrictions contained herein are to run with the land for the benefit of each owner of land in such subdivision, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, easements and restrictions shall remain in full force and effect for a period of thirty (30) years from the date of recording this declaration, at which time said covenants, easements and restrictions shall terminate unless the majority of the then record owners of the lots contained in said tract elect to retain said covenants, easements and restrictions.

Section 2. Enforcement. The Association, or any Owner, or the owner of any recorded mortgage or recorded trust deed on any part of said property
shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Access of City Police, Fire and Ambulance. All streets, roads, and ways located upon the property and identified as Tract "A", or located upon property subsequently annexed by the Association pursuant to Chapter 15 of the Bylaws, and subject to these covenants and restrictions shall be open for use by the police, fire, and ambulance departments of the City of McMinnville to provide any services required within their assigned responsibilities. The City shall also have full authority to enter upon said streets, roads, and ways to enforce all ordinances of the City and traffic laws of the State of Oregon and to issue citations for any violations thereof.

Section 4. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions herein which shall remain in full force and effect.

Section 5. Amendments. The covenants and restrictions of this declaration may be amended by an instrument signed by not less than ninety percent (90%) of the lot owners. Any amendment must be properly recorded. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by one hundred percent (100%) of the owners of said property, including the Developer.

Section 6. Attorney Fees. In case suit or action is instituted to enforce any of the provisions hereof, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed prevailing party in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as prevailing party's attorney's fees on such appeal.

DATED this 14th day of June, 1983.

Consented to by:

CHISTIE C. MICHELBO STE ESTATE, INC.

By: CHRISTIE C. MICHELBO

By: JAMES L. CRAIG

Her Attorney in Fact
STATE OF OREGON, County of Yamhill ) ss: June 7, 1983

Personally appeared Gerald Abbott and J.P. Barbour who, being duly sworn, each for himself and not one for the other, did say that the former is the President and that the latter is the Secretary of MICHELBOOK ESTATES, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and each of them acknowledged said instrument to be its voluntary act and deed: 

Before me: 

Notary Public for Oregon
My Commission Expires: 8-28-85

STATE OF OREGON, County of Yamhill ) ss: June 7, 1983

Personally appeared JAMES E. CRAIG, who, being duly sworn, did say that he is the attorney in fact for Christie C. Michelbook and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal:

Before me: 

Notary Public for Oregon
My Commission Expires: 8-28-85

[Signature]

[Signature]

[Signature]

STATE OF OREGON) 03796
County of Yamhill ) ss: Jun 7 27th '83

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

[Signature]

[Signature]

[Signature]

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EXHIBIT "A"

A subdivision in the Northeast one-quarter and the Southwest one-quarter of Section 17, Township 4 South, Range 4 West, Willamette Meridian, and also in part of the John G. Baker D.L.C. No. 48, and in part of the T. J. Shadden Certified Claim, Yamhill County, Oregon, more particularly described as follows:

Commencing at a 2" brass cap, by Yamhill County Surveyor, marking the corner of Sections 7, 8, 17 and 18; thence South 08°00'00" East, 2240.27 feet along the section line between Sections 17 and 18 to a 5/8" iron rod; thence North 85°00'00" East, 10.03 feet to a 2"x36" galvanized iron pipe, this point being the initial point for Michelbook's Fourth Addition and the point of a 515.00 foot radius curve to the left, a distance of 22.03 feet (long chord bears South 27°23'45" East, 22.02 feet) to a 5/8" iron rod; thence South 28°37'15" East, 96.45 feet to a 5/8" iron rod; thence along the arc of a 319.54 foot radius curve to the left a distance of 66.87 feet (long chord bears South 34°36'59" East, 66.75 feet) to a 5/8" iron rod; thence South 23°00'53" East, 49°23'18" West 46.42 feet to a 5/8" iron rod; thence South 46°07'03" East, 256.26 feet to a 5/8" iron rod; thence North 02°02'44" West, 140.09 feet to a 5/8" iron rod; thence North 38°39'35" East, 64.03 feet to a 5/8" iron rod; thence South 29°30'36" East, 73°18'03" East, 104.40 feet to a 5/8" iron rod; thence South 01°11'51" West, 847.15 feet to a 5/8" iron rod; thence North 49°04'05" East, 161.44 feet to a 5/8" iron rod; thence North 74°28'00" East, 91.23 feet to a 5/8" iron rod; thence North 48°45'30" East, 21°48'09" West, 118.45 feet to a 5/8" iron rod; thence South 30°57'49" East, 41.38 feet to a 5/8" iron rod; thence North 80°32'15" East, 182.48 feet to a 5/8" iron rod; thence North 32°00'19" West, 188.68 feet to a 5/8" iron rod; thence North 55°24'28" West, 176.14 feet to a 5/8" iron rod; thence South 45°00'00" West, 63.64 feet to a 5/8" iron rod; thence North 53°48'23" West, 256.02 feet to a 5/8" iron rod; thence North 89°59'01" West, 63.05 feet to a 5/8" iron rod; thence along the arc of a 585.00 foot radius curve to the left, a distance of 329.57 feet (long chord of a 585.00 foot radius curve to the left, a distance of 329.57 feet (long chord of a 585.00 foot radius curve to the left, a distance of 329.57 feet (long chord of a 585.00 foot radius curve to the left, a distance of 329.57 feet (long chord of a 585.00 foot radius curve to the left, a distance of 329.57 feet (long chord of a 585.00 foot radius curve to the left, a distance of 329.57 feet (long chord
bears North 24°54'02" West, 62.29 feet) to a 5/8" iron rod; thence North 71°45'53" East, 205.07 feet to a 5/8" iron rod; thence North 05°44'22" East, 545.04 feet to a 5/8" iron rod on the Southerly right-of-way line of Baker Creek Road, a dedicated 60 foot right-of-way; thence North 84°16'23" West, 487.92 feet along the Southerly right-of-way line of said road to a 5/8" iron rod; thence South 00°08'00" East, 728.12 feet, 10 feet from and parallel to said section line between Sections 17 and 18 to the point of beginning.
EXHIBIT "B"

Being a part of Sections 17, 18 and 20 and parts of the John G. Baker Donation Land Claim No. 48 and Solomon Beary Donation Land Claim No. 54, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon and being described as follows:

Beginning at the Southwest corner of The Manor at Michelbook, a condominium of record, said corner being located on the North line of the Solomon Beary D.L.C. and 299.87 feet North 89°11'15" West of the Southwest corner of the John G. Baker D.L.C.; thence continuing westerly on the North line of said Beary D.L.C., a distance of 44 feet, more or less, to the Northeast corner of that certain tract described in Film Volume 110, Page 1517, Deed Records of Yamhill County, Oregon; thence southerly along the East line of said tract 746.3 feet, more or less, to the North line of Wallace Road as conveyed to the City of McMinnville by that certain deed recorded in Film Volume 116, Page 1305, Deed Records of Yamhill County, Oregon; thence northwesterly following the North right-of-way line of Wallace Road 507 feet; thence southerly to a point 3.3 feet from the center of the Old Mill Ditch; thence North 64°27' West parallel with and 3 feet North from the center of said Ditch, a distance of 16.48 chains to the West line of Section 17; thence southerly along West line of said Section to the southerly right-of-way line of Old Mill Ditch (24 feet wide); thence following County Survey C.S.P.-7285, Volume U, Page 615, Yamhill County Surveyor Records; North 63°57'21" West, a distance of 2,389.39 feet; North 50°27'08" East, a distance of 1,613.93 feet to the West line of Section 17; thence North 00°08'00" West, along recognized West line of Section 17, a distance of 1,956.7 feet, more or less, to the South line of Baker Creek Road (originally Market Road No. 9 established in 1860) a 60 feet right-of-way; thence leaving said Survey southeasterly along South right-of-way line of Baker Creek Road 501 feet to the Initial point of Howard Addition, a subdivision of record; thence following said Addition: South 5°56'00" West, a distance of 409.16 feet; thence North 84°53'26" East, a distance of 1,267.06 feet; thence North 04°48'19" East, a distance of 156.93 feet to the South line of Baker Creek Road; thence leaving said Howard Addition southeasterly along the South line of Baker Creek Road, a distance of 265 feet to the Northwest corner of Michelbook's 3rd Addition, a subdivision of record; thence following said Michelbook's 3rd Addition: South 24°22'00" East, a distance of 398.91 feet; South 42°23'30" East, a distance of 131.50 feet; South 5°41'00" East, a distance of 158.86 feet to the Southwest corner of said 3rd Addition and the most easterly Northwest corner of Michelbook's 2nd Addition; thence following said Michelbook's 2nd Addition, a subdivision of record: South, a distance of 80.88 feet; thence along a concave curve to the Northwest having a central angle of 97°32'30" and a chord bearing North 48°48'02" West, a distance of 127.8 feet; thence North 82°49'52" West, a distance of 770.67 feet; thence leaving said Michelbook's 2nd Addition and following County Survey C.S.P.-4303, Volume 0, Page 118, Yamhill County Surveyor Records; North 82°49'52" West, a distance of 299.7 feet; South 73°06'08" West, a distance of 218.0 feet; South 4°17'54" West, a distance of 123.02 feet;
South 54°26'30" East, a distance of 280 feet to a corner on the westerly boundary of Michelbook's 2nd Addition; thence again following said 2nd Addition: South 54°26'30" East, a distance of 378.00 feet; thence along a concave curve to the Northeast having a central angle of 22°58'21" and a chord bearing South 65°55'38" East, a distance of 225.74 feet; South 77°24'51" East, a distance of 45.32 feet; thence along a concave curve to the Southwest having a central angle of 41°24'51" and a chord bearing South 56°42'23" East, a distance of 362.07 feet to the Northwest corner of Michelbook's 1st Addition; thence following Michelbook's 1st Addition, a subdivision of record: South 36° East, a distance of 855.12 feet; South 00°05' West, a distance of 200.0 feet; South 11°14' East, a distance of 102.0 feet; South 89°53' East, a distance of 80.71 feet to the West line of Michelbook Lane, a 60 foot right-of-way; thence South along the West line of Michelbook Lane, a distance of 920.5 feet to the Southeast corner of that certain tract conveyed in Book 109, Page 326, Deed Records of Yamhill County, Oregon and also being the Northeast corner of Lot 85 of Shadowood Greenways, a subdivision of record; thence following said Shadowood Greenways: North 89°49'00" West, a distance of 151.50 feet; North 0°07'25" West, a distance of 99.00 feet; North 89°49'00" West, a distance of 155.15 feet to the Southeast corner of The Manors at Michelbook; thence following The Manors at Michelbook: North 16°42' West, a distance of 209.10 feet; North 89°47'43" West, a distance of 769.88 feet; thence South 00°01'44" West, a distance of 197.59 feet to the place of beginning.

EXCEPTING THEREOFROM that portion described in instrument recorded December 15, 1976 in Film Volume 116, Page 1396, Deed and Mortgage Records of Yamhill County, Oregon.
CORRECTIVE AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MICHELBOOK'S FOURTH ADDITION

THIS CORRECTIVE AMENDMENT, made this 17th day of October, 1983,
by MICHELBOOK ESTATES, INC., an Oregon corporation, hereinafter called the
"Declarant";

WITNESSETH:

WHEREAS, the Declarant on June 7, 1983, made and executed a
Declaration of Covenants and Restrictions for Michelbook's Fourth Addition (a
recorded Subdivision, recorded June 7, 1983, in Cabinet A, Slide 218, Record of
Town Plats for Yamhill County, Oregon) and which Declaration was recorded
June 7, 1983, in Film Volume 177, Page 1593, Deed and Mortgage Records; and

WHEREAS, an error appears in that fractional interests were granted in
and to the "private commons" appertaining to the lots and/or parcels in said
Subdivision set forth in said Declaration under Article IV, Section 2, "Title to
Private Commons" (Page 4 of Declaration); and

WHEREAS, there are sixty-six total platted lots all as shown in Blocks
11, 12, 13 and 14 of said Subdivision; and

WHEREAS, there are in addition two Blocks (being Blocks 9 and 10)
which were not divided into lots at the time of said Subdivision; and

WHEREAS, it was the intention of the Declarant to also apportion an
equal undivided interest in and to the "private commons" to all owners of lots
to be created within Blocks 9 and 10 respectively; and

WHEREAS, the Declarant desires to clarify the definition of the term
"lot" as set forth in Article I, Section 6, "Definitions" (Page 2 of
Page 1 - CORRECTIVE AMENDMENT TO DECLARATION
Declarations) to clarify the original intention of the Declarant:

NOW, THEREFORE, Article IV, Section 2 of the aforesaid Declaration is corrected and amended to read as follows:

Title to the private commons shall be vested in the owners. Each owner in Michelbook's Fourth Addition to the City of McMinnville, Yamhill County, Oregon, shall have an equal undivided interest per lot (including the future owners of lots to be created within Blocks 9 and 10 respectively) in the private commons of Michelbook's Fourth Addition.

NOW, THEREFORE, Article I, Section 6 of the aforesaid Declaration is corrected and amended to read as follows:

"Lot" shall mean any present or future subdivided or re-subdivided portion of the property, or a building or unit within a building of one or more rooms intended for any type of independent use located within a planned unit development, and with a direct exit to a public street or highway or to a common area or areas leading to a public street or highway.

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

MICHELBOOK ESTATES, INC., an Oregon corporation

By
Gerald Abbott, President

By
J. V. Baird, Secretary

STATE OF OREGON, County of Yamhill ss:

Personally appeared GERALD ABBOTT and J. P. BARIOUR who, being duly sworn, each for himself and not one for the other, did say that the former is the President and the latter is the Secretary of Michelbook Estates, Inc., an Oregon corporation, and that the seal affixed is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by Authority of its Board of Directors, and each of them acknowledged said instrument to be its voluntary act and deed.

Before me, Notary Public for Oregon My Commission Expires: 12-5-85

Page 2 - CORRECTIVE AMENDMENT TO DECLARATION

STATE OF OREGON: 07328 8 50
County of Yamhill ss. YAMHILL COUNTY, OREGON

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

VOL. 181 Page 430

CHARLES STERN COUNTY CLERK
SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
PORTIONS OF BLOCKS 9 AND 10,
MICHELBOOK'S FOURTH ADDITION

THIS SUPPLEMENTAL DECLARATION is made this 27th day of
and Vincent S. Haworth dba Country Club Properties, hereinafter
called "Declarant."

WITNESSETH:

Declarant is the owner of Lots 6, 7, 8 and 9 of Block 9
and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of Block 10,
Michelbook's Fourth Addition Replat of Blocks 9 and 10 to the
City of McMinnville, Yamhill County, Oregon (the "Property").
Declarant has replatted the Property pursuant to Michelbook's
Fourth Addition Replat of Blocks 9 and 10 to the City of
McMinnville, Yamhill County, Oregon, which replat has been duly
recorded in the Plat Records of Yamhill County, Oregon (the
"Replat").

The Property, together with all other property within
Michelbook's Fourth Addition, is subject to the Declaration of
Covenants and Restrictions for Michelbook's Fourth Addition
dated June 7, 1983 and recorded June 7, 1983, in Film Volume
177, Page 153 of the Deed and Mortgage Records in Yamhill
County, Oregon as amended and recorded in Volume 181, Page 430.
Declarant wishes to subject the Property to certain additional
covenants, conditions and restrictions.

NOW, THEREFORE, Declarant hereby declares that the
Property is and shall be held, sold and conveyed subject to the
following easements, covenants and restrictions, which shall run
with the Property and shall be binding upon all parties having
or acquiring any right, title or interest in the Property or any
part thereof and shall inure to the benefit of each Owner
thereof.

ARTICLE I
Definitions

As used in this Declaration, the terms set forth below
shall have the following meanings:

1.1 "Declarant" means James V. Reimann, Douglas C.
1.2 "Easement Areas" means the following easement areas as shown on the Replat:
   (a) Roadway, Utility, Parking and Landscape Easement over Lots 6, 7, 8, and 9 of Block 9;
   (b) Roadway, Utility, Parking and Landscape Easement over Lots 6, 7, 8, 9, 10, 11 and 12 of Block 10;
   (c) Roadway and Utility Easement over Lots 1, 2, 3 and 4 of Block 10;
1.3 "Lot" means any numbered Lot within the Property shown on the Replat.
1.4 "Owner" means the person or persons, including Declarant, holding the fee simple ownership of a Lot or a contract vendee's interest in a Lot under an installment land sale contract, but does not include a contract vendor, mortgagor or beneficiary of a trust deed until the same have acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. The rights, obligations and other status of being an Owner commences upon acquisition of the ownership of the Lot and terminates upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.
1.5 "Private Drive" means the paved driveway located within an Easement Area.
1.6 "The Property" means Lots 6, 7, 8 and 9 of Block 9 and Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 11 and 12 of Block 10, Michelbook's Fourth Addition replat of Blocks 9 and 10 to the City of McMinnville, Yamhill County, Oregon.
1.7 "The Replat" means the Michelbook's Fourth Addition Replat of Blocks 9 and 10 to the City of McMinnville, Yamhill County, Oregon, as recorded in the Plat Records of Yamhill County, Oregon.
1.8 "Sold" means that legal title has been conveyed or that a contract of sale has been executed under which the purchaser has obtained the right to possession.
1.9 "This Declaration" means all of the easements, covenants, restrictions and charges set forth herein, as the same may be amended from time to time in accordance with the provisions of this instrument.
ARTICLE II

Easement Areas

2.1 Easements.

(a) The Owners of Lots 6, 7, 8 and 9 of Block 9 shall each have a nonexclusive easement over and under the Easement Area within such Lots for the purpose of ingress and egress, landscape and parking purposes, and installation, maintenance and use of utility and communication lines serving each such Owner's Lot.

(b) The Owners of Lots 6, 7, 8, 9, 10, 11 and 12 of Block 10 shall each have a nonexclusive easement over and under the Easement Area within such Lots for the purpose of ingress and egress, landscape and parking purposes and the installation, maintenance and use of utility and communication lines serving each such Owner's Lot.

(c) The Owners of Lots 1, 2, 3 and 4 of Block 10 shall each have a nonexclusive easement over and under the Easement Area within such Lots for the purpose of ingress and egress and installation, maintenance and use of utility and communication lines serving each such Owner's Lot.

2.2 Installation of Common Roadways. Declarant, at Declarant's expense, shall install the Private Drive within each Easement Area prior to the sale of any Lot having the right of access over such Easement Area.

2.3 Maintenance of Landscape and Separate Utility and Communication Lines; Damage to Easement Area. Each Owner shall be responsible for the maintenance of the landscape on any Easement Area within his Lot and for the maintenance and repair of the separate utility and communication lines serving his Lot. Such Owner shall also be responsible for any damage to the Easement Area caused by such Owner or such Owner's invitees, agents or independent contractors.

2.4 Maintenance of Private Drives and Common Utility and Communication Lines.

2.4.1 Obligation to Maintain. All Private Drives and common utility and communication lines within Easement Areas shall at all times be kept and maintained in good condition and repair and in a manner not inconsistent with applicable regulations of all governing bodies having jurisdiction thereof. Such maintenance shall be the joint responsibility of the Lot Owners within the Easement Area in which the Private Drive or line is located. Except as otherwise provided in this Declaration, the
expense of such maintenance shall be borne and paid for by the Owners of each of the Lots within the Easement Area on an equal basis for each such Lot.

2.4.2 Decision to Perform Maintenance or Repairs. A Private Drive or common utility or communication line shall be repaired or maintained whenever repair or maintenance is deemed to be necessary or desirable by Owners of at least 50 percent of the Lots within the Easement Area. For the purpose of determining the necessity for maintenance, repairs and upkeep of any Private Drive or common utility or communication line located within an Easement Area, it shall be conclusively presumed necessary to make any repairs or to do or perform any maintenance when the need for such repairs is reduced to writing, and such writing bears the signature of the Owners of a majority of the Lots within the Easement Area in which the Private Drive or common utility or communication line is located.

2.4.4 Manner of Performing Maintenance and Repairs.
In the event such maintenance or repair work needs to be hired out, the Owners of a majority of the Lots within the Easement Area shall have the authority to complete such repairs in a manner customary and usual in the trade involved. Three bids shall be requested and the lowest bid, unless otherwise agreed upon by the Owners of a majority of such Lots, shall be accepted and the work shall commence in a timely manner. All Owners within the Easement Area shall be responsible for the pro rata share of any such repairs and maintenance ordered and completed as provided in this Declaration.

2.5 Enforcement of Maintenance Obligations.

2.5.1 Contribution. Any Owner who is forced, required or volunteers to pay any portion of the cost of repair of a Private Drive or common utility or communication line in excess of his or her pro rata share shall have a cause of action against each and every other Owner within such Easement Area for such Owner’s pro rata share of the cost.

2.5.2 Costs, Interest and Attorneys’ Fees. On any such claim for contribution of a pro rata share, the claimant shall be entitled to interest on any such funds advanced by such Owner from the date of advance at 12 percent per annum together with his or her actual collection costs and attorneys’ fees, whether or not suit or action is filed. If suit or action is filed, such Owner shall recover reasonable attorneys’ fees at trial and on appeal.

2.5.3 Notice. The right to attorneys’ fees as set forth in this section shall not be obtained unless, at least 10 days prior to the placing of the matter in the hands of an
attorney, the Owner claiming contribution shall have mailed to
the other Owner at such Owner's last known address, by certified
letter, a demand stating generally the work having been done and
the cost thereof and the proportionate cost claimed from the
addressee of any such letter, or shall have posted such letter
in a conspicuous place upon the Lot of such Owner.

2.5.4 Lien. Each Lot shall be subject to a lien on
such Lot for its proportionate share of the reasonable cost of
all maintenance and repairs allowed or required by this Declara-
tion, but said lien shall not be deemed to attach to the land
until a written claim of lien signed by the Owner or Owners
requesting contribution is filed in the Real Property or Lien
Records of Yamhill County, Oregon. The notice of lien shall
state the name of the Owner or reputed Owner of the Lot to be
charged within the lien, a description of the Lot sufficient for
identification, a summary of the work completed and the pro rata
share thereof applicable to the Lot to be liened, the date the
work was completed and the amount due and unpaid thereunder.
Such lien is in addition to the personal obligation of the
Owner. Such obligation shall not pass to successors in title
who acquire their interest prior to the filing of the lien,
unless expressly assumed by them.

2.5.5 Subordination of Lien. The lien provided for
in this Declaration shall be subordinate to the lien of any
mortgage or deed of trust on such Lot which was made in good
faith and for value and which was recorded prior to the recorda-
tion of the notice of lien. Sale or transfer of the Lot pursu-
ant to a decree of foreclosure or deed or proceeding in lieu of
foreclosure shall extinguish any lien which became a lien subse-
guent to recordation of the mortgage or deed of trust.

2.5.6 Who May Enforce. The provisions of this Arti-
cle II may be enforced by any Owner with respect to any other
Owner of a Lot within the Easement Area, and may be enforced by
the City of McMinnville, Oregon, on 30 days' notice delivered to
each Owner of record of a Lot within an Easement Area, reason-
ably stating the defect or repairs required to meet the terms
and conditions of this Declaration.
ARTICLE III

Party Walls

Each wall which is built as a part of the original construction of the dwellings within the Property and placed on the dividing line between Lots shall constitute a "party wall," and the following provisions shall apply:

3.1 General Rules of Law to Apply. The general rules of law of the State of Oregon regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply to all such party walls, to the extent such rules are not inconsistent with the provisions of this section.

3.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. The word "use" as referred to in this section means ownership of a dwelling unit or other structure which incorporates such wall or any part thereof. Either Owner sharing a party wall may cause such repairs and maintenance and seek contribution of the portion of the cost attributable to the other Owners using the party wall. Such contribution may be enforced in the manner described in Section 2.5 above.

3.3 Destruction by Fire or Other Casualty. If the party wall is destroyed or damaged, any Owner who has used the wall may restore it and if the other Owners thereafter make use of the wall, they shall contribute to the cost of such restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rules of law regarding liability for negligent or willful acts or omissions.

3.4 Weatherproofing. Notwithstanding any other provision of this Article III, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the cost of furnishing the necessary protection against such elements.

3.5 Right to Contribute Runs with Land. The right of any Owner to contribution from any other Owner hereunder shall be appurtenant to the land; shall pass to such Owner's successors in title; and shall also be the personal obligation of the Owner owning a Lot at the time such costs are incurred.
ARTICLE IV

Use Restrictions

The Owner of a Lot in the Property shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Declaration. Such Lot shall be bound by and the Owner shall comply with this Article and all other provisions of this Declaration for the mutual benefit of all Owners of the Property.

4.1 Parking. No vehicles may be parked within an Easement Area so as to block access to any Lot. In addition, the Owners of Lots 1, 2, 3 and 4, Block 10, may not use the Easement Area within such Lots for vehicular parking or storage.

4.2 Antennas. Standard outside television antennas to receive signals directly from a tower may be placed on the roofs of improvements on the Lot, provided they do not extend more than three feet above the chimney cap of the house, but there shall be no outside radio antennae or aerials or satellite signal receivers.

4.3 Maintenance of Structures and Grounds. Except as otherwise provided in Article II, each Owner shall maintain his or her Lot and improvements in a clean and attractive condition, in good repair and in such fashion as to create a fire hazard. Such maintenance shall include, without limitation, painting or staining, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. In addition, each Owner shall keep shrubs, trees, grass and plantings of every kind on his or her Lot neatly trimmed, property cultivated and free of trash, weeds and other unsightly material. The exterior color of a dwelling which is connected to another dwelling by a common wall shall not be changed unless the Owners of the dwellings so connected agree upon the color.

ARTICLE V

Miscellaneous Provisions

5.1 Amendment and Repeal. This Declaration or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed by a written instrument signed by Owners owning not less than 75 percent of the Lots within the Property, effective when such instrument is recorded, except that Declarant or Declarant’s assigns may amend this Declaration in whole or in part as long as it owns a majority of the Lots within the Property. No amendment, however, shall deprive a then Owner of a Lot of an
easement granted herein without the written consent of such Owner and the holder of any land sale contract, mortgage or trust deed on such Lot.

5.2 Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest.

5.3 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner’s use, improvement or enjoyment of his Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner himself.

5.4 Enforcement. Any Owner, or the Owner of any recorded land sale contract, mortgage or trust deed on any part of said property, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. In the event suit is brought to enforce any of the terms of this Declaration, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys’ fees at trial or on appeal of such suit or action, in addition to any other sums provided by law.

5.5 No Right of Reversion. Nothing contained in this Declaration, or in any form of deed which may be used by Declarant, or its successor and assigns, in selling the Property, or any part thereof, shall be deemed to vest or reserve in Declarant all right of reversion or reentry for breach of violation of any one or more of the provisions of this Declaration.

5.6 Construction; Severability; Number; Caption. This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs of this Declaration. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not
affect the validity or enforceability of the remaining part of
that or any other provision.

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

IN WITNESS WHEREOF, the foregoing Declaration has been
executed on the day and year first above written.

By
James V. Reimann

Douglas C. Nelson

Vincent S. Haworth

dba COUNTRY CLUB PROPERTIES

STATE OF OREGON )
( Marion ) ss.
County of Marion )

The foregoing instrument was acknowledged before me this
day of February, 1987, by James V. Reimann, Douglas C.

NOTARY PUBLIC for Oregon
My Commission Expires:

ALD. OWEN
NOTARY PUBLIC - OREGON
My Commission Expires 3-30-90

( R. HEYBURN, COUNTY CLERK )

( SEYMOUR )

( 375 )

( 1065 )
AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MICHELBOOK’S FOURTH ADDITION
A Residential Community with Common Facilities

This amendment refers to the Declaration of Covenants and Restrictions for Michelbook’s Fourth Addition dated June 7th, 1983, originally recorded Film Volume 177, Page 1593, Deed and Mortgage Records, Yamhill County, Oregon ("the declaration").

Article VI found on page 5 of the declaration (such page 5 also being found at Film Volume 177, Page 1597) hereby is amended by adding the following provision as Section 2. (a) (8)

External Walls - The minimum grades of siding shall be: tongue and groove - select tight knot or better; lap siding - textface or better; channel sided - select tight knot or better.

Article VI (architectural committee) Section 2. (a) shall, therefore now read as follows:

(a) They have submitted to the Architectural Committee a complete set of plans and specifications therefor in form satisfactory to the Committee, showing insofar as is appropriate: (1) the size and dimensions of the improvement; (2) the exterior design, (3) the exterior color scheme, (4) the exact location of the improvement on the home site, (5) the location of driveways and parking areas, (6) the landscaping arrangement, (7) the size, dimension and location of any outbuildings, (8) External Walls - the minimum grades of siding shall be tongue and groove - select tight knot or better; Lap siding - textface or better; Channel siding - select tight knot or better.

In addition, Article VIII (Building Restriction) found on pages 7 and 8 of the Declaration (also at Film Volume 177, Pages 1599 and 1600) is hereby amended by adding the following Section 12:

Section 12. Exterior walls - each living unit shall be of cedar, redwood (in a tongue and groove), lap siding or channel siding, or brick or stone. Other materials may be approved at the discretion of the Architectural Committee after review of samples. The Architectural Committee shall have the authority to accept or reject said other materials.

These amendments are made pursuant to this instrument signed

PAGE 1 - AMENDMENT TO DECLARATION
by the owners of not less than 90% of the lots either in person
or by their attorney in fact as stated below.

DOUGLAS HILTON, on behalf of the
owners of Lots 19, 20, 1, 2, 3,
Block 13; Lots 21 and 4, Block 12;
Lot 5, Block 11; Lots 1, 2, 3, 6,
7 and 9, Block 9; Lots 6, 7, 8, 9,
10, 11 and 12, Block 10.
Dated: 7-1-88

VINCENT HAWORTH

BARBARA SZEDLIK, on behalf of the
owners of Lot 1, Block, 14; Lots
19, 20 and 22, Block 12.
Dated: 6-30-88

FERN JOHNSON

RICHARD JOHNSON, on behalf of
the owners of Lots 2 and 4;
Block 10;
Dated: 6-30-88

DEL HEDGECROSS, on behalf of the
owners of Lots 3, 4, 6, 7, 8, 9,
and 10, Block 11; Lots
2, 3, 6, 7, 8, 10, 11,
12, 13, 14, 16, 17, 18,
23, 24, 25, 26, Block 12;
Lots 4, 6, 8, 9, 10, 11,
12, 13, 15, 16, 17, and
18, Block 13; Lots 1, 2,
4, 6, 7, 8, 9, 10 and 11,
Block 14;
Dated: 6-30-88

LOIS J. BERRY, on behalf of the
owners of Lot 15, Block 12.
Dated: 6-30-88
ROSEMARY MOORE, on behalf of the owners of Lots 1 and ptn Lot 2, Block 12.
Dated: 6-26-38

TED ANDERSON, on behalf of the owners of Lot 3, Block 10.
Dated: 6/30/48

MARK ANDERSON, on behalf of the owners of Lot 3, Block 10.
Dated: 3/1/38

STATE OF OREGON)
County of Yamhill ) ss.

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

CHARLES STERN, COUNTY CLERK

05567

7-5-88

PAGE 3 - AMENDMENT TO DECLARATION
CERTIFICATION

I, DEL HESSELGESSER, President of MICHELBOOK HOMEOWNERS' ASSOCIATION certify under penalties of perjury that the attached is a true and complete executed copy of the Amendments to the Declaration of Covenants and Restrictions for Michelbook's Fourth Addition adopted effective the 15th day of __________, 1988. The original powers of attorney referred to in the signature section of the amendments are in the files of the Homeowners Association.

STATE OF OREGON } ss
County of Yamhill } ss

Personally appeared before me the above-named DEL HESSELGESSER who acknowledged the foregoing to be his voluntary act and deed on behalf of MICHELBOOK HOMEOWNER'S ASSOCIATION.

Before me:

NOTARY PUBLIC FOR OREGON
My Commission Expires: 1/5/89

7-5-88
CERTIFICATION

OF

AMENDMENT TO DECLARATION

I, Glen Jewett, President of the MICHELBOOK HOMEOWNERS' ASSOCIATION, certify under penalties of perjury that the attached is a true and complete executed copy of the Amendment to the Declaration of Covenants and Restrictions for Michelbook's Fourth Addition adopted effective the 29 day of June, 1999. The original powers of attorney referred to in the signature section of the amendment are in the files of the Homeowners Association.

[Signature]

STATE OF OREGON  )
 ) ss.
County of Yamhill  )

Personally appeared before me the above-named Glen Jewett who acknowledge the foregoing to be his voluntary act and deed on behalf of MICHELBOOK HOMEOWNER'S ASSOCIATION.

SUBSCRIBED AND SWORN to before me this 29th day of June, 1999.

[Signature]

NOTARY PUBLIC FOR OREGON
My Commission Expires: 1/10/2000

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

20.00
AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
MICHELBOOK’S FOURTH ADDITION
A Residential Community with Common Facilities

THIS AMENDMENT is to the Declaration of Covenants and Restrictions for Michelbook’s Fourth Addition (the “Declaration”) dated June 7th, 1983, recorded Film Volume 177, Page 1593, Deed and Mortgage Records, Yamhill County, Oregon.

1. Delete Existing Article VIII, Section 7.

    Section 7. Roofs shall be cedar, tile, or approved by the Architectural Committee of the Association; however, under no circumstances will asphalt shingles be permitted.

    Proposed Amendment

    Roofs. Roofs shall be cedar shakes, shingles, tile, or architectural shingles with a minimum 40 year architectural grade, or as approved by the architectural committee. Tab asphalt shingles shall not be permitted.

    This amendment is made pursuant to Article X, Section 5 of the Declaration and this instrument approved and signed by not less than 90% of the lot owners, either in person or by their attorney in fact, as follows:

    I/We approve this amendment:

    Lot Owner (or, on behalf of the Lot Owner)   Lot Owner (or, on behalf of the Lot Owner)
    Lot(s) _____ Block _____ Lot(s) _____ Block _____
    Dated: _______ Dated: _______
RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MICHELBOOK'S FOURTH ADDITION
A Residential Community with Common Facilities

THIS RESTATED DECLARATION, made this 9th day of February, 2010, by and with the consent of a sufficient majority of the Owners as defined herein, all as certified hereafter by the President and Secretary of Michelbook Homeowners Association:

WITNESSETH:

WHEREAS, a sufficient majority the owners of the real property described in this Restated Declaration desire to and have consented in writing to amend, extend and replace the Declaration of Covenants and Restrictions for Michelbook’s Fourth Addition to the City of McMinnville, Yamhill County, Oregon previously recorded at Film Volume 177, Page 1593 of the Deed and Mortgage Records of Yamhill County, Oregon, and as previously amended October 18, 1983 at Film Volume 181 at Page 430, on February 9, 1987 at Film Volume 210, Page 2103, on July 5, 1988 at Film Volume 223 at page 2115 and on June 29, 1999 at Instrument No. 199913454; and

WHEREAS, the such owners have deemed it desirable for the efficient preservation of the values and amenities in said community to extend the existence of an association to which should be delegated and assigned the powers of maintaining, administering, and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created. This agency is referred to as the “4th ADDITION Michelbook Homeowners Association”;

ARTICLE I

DEFINITIONS: The following words, when used in this declaration, or any subsequent or supplemental declaration (unless the context shall prohibit), shall have the following meanings:
Section 1. "Association" shall mean the 4th ADDITION Michelbook Homeowners Association, a non-profit corporation organized and existing under the laws of the State of Oregon.

Section 2. "Association of Members" shall mean all the owners, acting as a group, in accordance with the declaration and bylaws.

Section 3. "Building" shall mean a multiple unit building or a single unit building, or any combination thereof, comprising a part of the property.

Section 4. "Common Expenses" shall mean the expenses of administration, maintenance, repair or replacement of the private commons, expenses agreed upon as common by the owners, and expenses declared common by this declaration, or the bylaws of this Association.

Section 5. "Declaration" shall mean this master deed, plus amendments and supplements thereto.

Section 6. "Developer" shall mean Michelbook Estates, Inc., or its successors and assigns.

Section 7. "Lot" shall mean any present or future subdivided or re-subdivided portion of the property, or a building or unit within a building of one or more rooms intended for any type of independent use located within a planned unit development, and with a direct exit to a street or highway or to a common area or areas leading to a public street or highway.

Section 8. "Member" shall mean that person or entity having a voting right in the Association pursuant to this declaration and the Articles of Incorporation and bylaws.

Section 9. "Owner" shall mean the record owner, or contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, plot or living unit situated upon the properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee or holder of a trust deed unless and until such mortgagee or holder of the trust deed has acquired full title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 10. "Private Commons" shall mean parks, commons, streets, footways, buildings, structures, walls, roofs, personal properties, and any and all other properties maintained by the Association for the common benefit and enjoyment of all of the members of the Association.

Section 11. "Properties" or "Property" shall mean the land, whether leasehold or
in fee simple, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are under the Restated Declaration, Articles of Incorporation, and bylaws of the Association.

ARTICLE II

PROPERTIES SUBJECT TO THE DECLARATION

Section 1. Existing-Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the declaration is located in Yamhill County, Oregon, and is to be particularly described as set forth upon that document attached hereto and made a part hereof as though fully set forth herein, and marked Exhibit "A", all of which said real property shall hereinafter be referred to as "existing property".

Section 2. Additional Property. Real property may be annexed and made subject to the jurisdiction of the Association according to the terms and procedures set forth in the Articles of Incorporation and Bylaws of the Michelbook Homeowners Association, whereupon automatically it shall be included in any reference herein to "said property" or "said properties".

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity which is an owner shall be a member.

Section 2. Voting Rights. Members shall be all of the lot owners. An owner’s proportionate share of the revenue and expense associated with the private commons shall be equal to his proportionate voting share in the Association. Each owner shall have one vote per lot owned except as to condominium developments where each condominium unit owner shall be a member as defined by Article I, Section 8, and an owner as defined by Article I, Section 9 hereof, and shall have one vote per condominium unit owned, whether the lot or condominium owner is a corporation, an association, a partnership, or a husband and wife. When more than one person holds such interest in any lot, all such persons shall exercise their vote as a unit; provided, however, if a voting dispute arises, the multi-person owner shall not be entitled to a vote unless the dispute be resolved as they among themselves shall decide.

ARTICLE IV

RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR MICHELBOOK’S FOURTH ADDITION
PROPERTY RIGHT’S IN PRIVATE COMMONS

Section 1. Members’ Easement of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every member shall have a right and easement of enjoyment in and to the private and such easement shall be appurtenant to and shall pass with the title to every lot or living unit.

Section 2. Title to Private Commons. The title to the private commons shall be vested in the owners. Each owner in Michelbook’s Fourth Addition to the City of McMinnville, Yamhill County, Oregon, shall have an equal undivided interest per lot or condominium unit owned in the private commons of Michelbook’s Fourth Addition.

Section 3. Extent of Members’ Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided in its Articles of Incorporation and bylaws, to suspend the enjoyment rights of any member for as long as any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations: nonpayment or infraction, however, is not grounds for denying a member the right to use the private commons as access to his residence.

(b) The right of the Association to dedicate or transfer, subject to membership acceptance thereof, all or any part of the private commons to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by the members entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such dedications, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereof is sent to every member at least ninety (90) days in advance of any action taken.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal obligation of assessments. For each lot owned by it within the properties, each owner hereby covenants with, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges (which may be paid on a monthly basis), (2) special assessments for capital improvements, replacements or repairs, such assessments to be fixed, established and collected from time to time as provided in Section 10.10 of the Bylaws. The annual and special assessments, together
with such interest thereon, and costs of collection thereof as hereinafter provided, shall
be a charge on the land and shall be a continuing lien upon the property against which
each such assessment is made. Each such assessment, together with such interest
thereon and costs of collection thereof, as hereinafter provided, shall also be the
personal obligation of the person who is the owner of such property at the time when
the assessment fell due. Such lien shall be enforceable in a manner consistent with the
provisions of ORS Chapter 88 which governs foreclosures generally. The prevailing
party shall be entitled to attorneys fees as provided by Article XI, Section 5 herein.

ARTICLE VI

ARCHITECTURAL COMMITTEE

Section 1. An Architectural Committee shall be formed to insure the proper
and harmonious development of the properties consistent with the adjoining golf course
and country club. The Homeowners Association shall be responsible to appoint
members to the Architectural Committee. The Architectural Committee shall at all times
consist of as many persons, not less than three (3), the Homeowners Association shall
appoint. The Architectural Committee shall perform the functions outlined below.

Section 2. Lot owners will not construct, alter or maintain any improvement on
the premises until:

(a) They have submitted to the Architectural Committee a
complete set of plans and specifications therefore in form satisfactory to the Committee,
showing insofar as is appropriate: (1) the size and dimensions of the improvement; (2)
the exterior design, (3) the exterior color scheme, (4) the exact location of the
improvement on the home site, (5) the location of driveways and parking areas, (6) the
landscaping arrangement, and (7) the size, dimension and location of any outbuildings;
and (8) external Walls—The minimum grade of siding shall be tongue and groove-select
tight knot or better; lap siding—texface or better; channel-siding select tight knot or
better.

(b) Such plans and specifications have been approved in writing
by the Committee. Approval of said plans and specifications may be withheld, not only
because of their noncompliance with any of the restrictions and conditions, contained
herein, but also because of the reasonable dissatisfaction of said Committee with the
items set forth in paragraph (a) above which, in the reasonable judgment of the
Committee, would render the proposed improvement inharmonious or out of keeping
with the objectives of the improvements erected on other home sites in the immediate
vicinity of the premises.

(c) If at any time the lot owner shall have submitted to the
Committee plans and specifications and the Committee shall have neither approved

RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MICHELBOOK’S FOURTH ADDITION
Page 5 of 11
such plans and specifications within thirty (30) days from the date of their submission nor notified the lot owner of its objections within such period, then such plans and specifications shall be deemed to have been approved by the Architectural Committee. Similarly such restrictions shall apply to action upon any revised plans and specifications. Upon completion of the improvement and notice to the Committee, the Committee shall have the right for a period of ten (10) days from receipt of such notice to inspect said improvement for the purpose of determining whether it complies with the plans and specifications previously approved. Within ten (10) days thereafter, said Committee shall either approve said improvement or notify the lot owner of changes necessary to comply with the plans and specifications. In the event the Committee does not act within said ten (10) day period, the improvement shall conclusively be deemed to be satisfactory to the Committee. All communications to the Committee shall be delivered by hand or mail to the Association.

(d) The Architectural Committee has prepared an architectural checklist setting forth general concepts for the development of said tract which is available from any Committee member. Such checklist may be modified from time to time.

ARTICLE VII

EASEMENTS

Section 1. There is reserved for the benefit of the tract those areas designated on said plat as easements and right-of-way for the purpose of construction of utilities, including but not limited to streets, sewers, water, power, gas and telephone, for the benefit of all lot owners in said tract.

Section 2. There is reserved to the Developer for the benefit of the tract easements to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent to the lots which are subject to these restrictions. These acts shall include, but not be limited to, the recovery of golf balls from such lots, the flight of golf balls over and upon such lots, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf, together with all the other common and usual activity associated with the game of golf and with all the normal and usual activities associated with the operation of a country club.

ARTICLE VIII

BUILDING RESTRICTIONS

Section 1. Maximum building height. The peak of the roof for units to be built within this development shall not exceed eighteen (18) feet at the peak of the roof as
measured from the nearest curb. A 22-foot allowance will be given for solar construction. Provided, however, in the event that other property including property lying within those boundaries described in Exhibit "B" hereto shall be annexed, the peak of any condominium roof constructed thereon shall not exceed twenty-six (26) feet at the peak of the roof as measured at the nearest curb; and a 30-foot allowance will be given for solar construction.

Section 2. Square feet to be contained in any house constructed. Any house constructed shall have a minimum area of 1,600 square feet; provided, however, in the event that other property including property lying within those boundaries described in Exhibit 'B' hereto shall be annexed, any condominium constructed thereon shall have a minimum area of 1,300 square feet,

Section 3. Set-back requirements. The minimum side yard requirements for a single-family lot shall be 7½ feet. Front and rear yard set-back requirements shall be 20 feet, save and except those lots where a special building line is shown on the final plat.

Section 4. Restrictions on carports. No carports shall be allowed in the development. Parking shall be provided by means of entirely closed parking facilities or garages. There will be also a 2-car minimum requirement.

Section 5. Fences. Fences will generally be governed by city ordinance except on fairway lots which shall be limited as follows: All side fences must be 20 feet set back from rear property line and no fences shall be constructed parallel to the fairway except as required for swimming pool construction. The location, material, and design of any fences constructed shall be approved by the Architectural Committee prior to construction.

Section 6. Landscaping plans and installation must be approved by the Architectural Committee of the Association.

Section 7. Roofs shall be cedar shakes tile, or architectural shingles with a minimum 40 year architectural grade, or as approved by the Architectural Committee. Non-architectural tab asphalt shingles shall not be permitted.

Section 8. Lot Maintenance. In the event that any lot owner does not commence construction of a residence on said lot upon completion of all site improvements, the lot owner shall plant said lot as a lawn. The lot shall thereafter be maintained the same as a lawn until a residence is constructed. In the event that the owner does not maintain the lot, the lot owner agrees to pay the monthly fee set by the Association to perform such maintenance service.

Section 9. Construction time limit. All construction on any lot must be completed and the occupancy permit issued within 365 days from the date of the
issuance of a building permit or from the date that the Architectural Committee approves the plans and specifications, whichever is later.

Section 10. Exterior colors shall be natural, earth color, or approved by the Architectural Committee of the Association.

Section 11. Detached Improvements. Any detached improvement whatever must be approved by the Architectural Committee of the Association.

Section 12. Exterior Walls. Each living unit shall be of cedar, redwood (in a tongue and groove, lap siding or channel siding), or brick or stone. Other materials may be approved at the discretion of the Architectural Committee after review of samples. The architectural Committee shall have the authority to accept or reject said other materials.

ARTICLE IX

GENERAL RESTRICTIONS

Section 1. Animals. No domestic animals of any kind shall be raised, kept, or permitted upon the premises or any part thereof other than dogs, cats, and birds which are not kept, bred or raised thereon for commercial purposes or in unreasonable numbers, and which are reasonably controlled to avoid their being a nuisance to other lot owners.

Section 2. Mobile Homes, Temporary Structures. No mobile home, permanent or temporary structure shall be allowed in the development, with the exception of a construction type of mobile home to be used only during the period of construction. Approval shall rest with the Architectural Committee for granting such a permit.

Section 3. Campers, motor homes, boats, or travel trailers. No camper, motor home, boat, or travel trailer shall be permitted to be left on the owner or tenant occupied drive, street side or rear yard for a period exceeding two (2) days. Campers, motor homes, boats, or travel trailers may be left for a reasonable period of time to permit cleaning, loading or unloading, not to exceed five (5) days.

Section 4. Trash or refuse. No open air trash burning will be allowed at any time on any property included in this development. No garbage, trash or refuse will be allowed to accumulate on any property contained in this development. Failure to remove the heretofore mentioned will result in the Association having such removed and presenting the owner or tenant with a charge for said removal. If not paid within thirty (30) days, a lien will be recorded against the property involved.

Section 5. Commercial business. No commercial business of any type shall be
allowed to be established on or operated from this development.

Section 6. Non-usable motor vehicles. There shall not be stored, parked or kept upon said lots or tracts in open and plain view any motor vehicle which is in a rusted, wrecked, junked or partially dismantled or inoperative or abandoned condition, whether attended or not, unless it is completely enclosed within a building. Any such motor vehicle shall constitute a condition tending to reduce the value of the property; to invite plundering; to create fire hazards; to constitute an attractive nuisance creating a hazard to the health and safety of minors; and to be a nuisance; and it shall be the duty of the owner of the property or of the lessee or other person in possession of the property upon which such vehicle is located, either to remove the same or have the same housed in a building where it will not be visible from the street or other property.

Section 7. One family per single unit dwelling. No more than one (1) family shall be allowed to dwell in a single unit family dwelling. This does not apply to overnight guests, temporary visitors, or in-house domestic employees.

Section 8. No offensive noise or activities. No resident or guest of resident shall make any offensive noises or conduct any activity which offends or interferes with other residents' use of their property or the private commons.

Section 9. The additional covenants and restrictions for Lots 6,7,8, and 9 of Block 9, and Lots 1,2,3,4,6,7,8, 9, 10, 11 and 12 of Block 10, Michelbook's Fourth Addition Replat of Blocks 9 and 10 dated February 9, 1987 and recorded at Film Volume 210 at Page 2103, Yamhill County Deed and Mortgage Records are by this reference incorporated into this RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR MICHELBOOK'S FOURTH ADDITION as if stated in full herein.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants, easements and restrictions contained herein, together with those supplemental covenants and restrictions for Lots 6,7,8, and 9 of Block 9, and Lots 1,2,3,4,6,7,8, 9, 10, 11 and 12 of Block 10, Michelbook's Fourth Addition Replat of Blocks 9 and 10 dated February 9, 1987 and recorded at Film Volume 210 at Page 2103, Yamhill County Deed and Mortgage Records are to run with the land for the benefit of each owner of land in such subdivision, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, easements and restrictions shall remain in full force and effect until June 30, 2033, at which time said covenants, easements and restrictions shall terminate unless the majority of the then record owners of the lots contained in said tract elect to retain said covenants, easements and restrictions.
Section 2. Enforcement. The Association, or any Owner, or the owner of any recorded mortgage or recorded trust deed on any part of said property shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Access of City Police, Fire and Ambulance. All streets, roads, and ways located upon the property and identified as Tract "A", or located upon property subsequently annexed by the Association pursuant to Chapter 15 of the Bylaws, and subject to these covenants and restrictions shall be open for use by the police, fire, and ambulance departments of the City of McMinnville to provide any services required within their assigned responsibilities. The City shall also have full authority to enter upon said streets, roads, and ways to enforce all ordinances of the City and traffic laws of the State of Oregon and to issue citations for any violations thereof.

Section 4. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions herein which shall remain in full force and effect.

Section 5. Amendments. The covenants and restrictions of this declaration may be amended by an instruct signed by not less than seventy-five percent (75%) of the members. Any amendment must be properly recorded, or a certification of such amendment may be recorded by the Association. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by one hundred percent (100%) of the owners of said property.

Section 6. Attorney Fees. In case suit or action is instituted to enforce any of the provisions hereof, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed prevailing party in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as prevailing party's attorney's fees on such appeal.

CERTIFICATION

The undersigned Kenneth H Maahs and Edie Barlow, being the President and Secretary of the 4TH ADDITION Michelbook Homeowners' Association, do hereby certify that upon a resolution duly adopted and approved by the Board of Directors of the Association, that said Board of Directors has caused the DECLARATION previously recorded at Film Volume 177, Page 1593 of the Deed and Mortgage Records of Yamhill

RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MICHELBOOK'S FOURTH ADDITION
Page 10 of 11
County, Oregon, to be restated and recorded in the Yamhill County Deed and Mortgage Records pursuant to ORS 94.595(6) to codify all amendments to the Declaration which have been approved by the written consent of a sufficient majority of the Owners on file with the Secretary of the Association, and further certify that the foregoing RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR MICHELBOOK’S FOURTH ADDITION contains all previously adopted amendments in effect, and no other changes except for corrections of scrivener’s errors or to conform format and style.

[Signatures]

President

Secretary

STATE OF OREGON,
County of Yamhill ) ss.  April 20, 2010

Personally appeared the above named Kenneth H. Maahs, and Edie Barlow, being the President and Secretary of the 4TH ADDITION Michelbook Homeowners Association, and acknowledged the foregoing RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR MICHELBOOK’S FOURTH ADDITION to be said Association’s voluntary act and deed by authority of said Association’s Board of Directors.

Before me:  

Notary Public for Oregon
My Commission Expires:  7/26/2013

Legal Description

All that certain property of MICHELBOOK’S FOURTH ADDITION, to the City of McMinnville, Yamhill County, Oregon, recorded in Cabinet A, Slide 218 Record of Town Plats on June 7, 1983.

All that certain property of the REPLAT OF BLOCKS 9 AND 10, MICHELBOOK’S FOURTH ADDITION, to the City of McMinnville, Yamhill County, Oregon, recorded in Cabinet A, Slide 235, Record of Town Plats on May 7, 1986.
HOMEOWNERS' STATEMENT
NOTICE OF BYLAWS

Michelbook 4th Addition Homeowners Association, an Oregon Corporation does hereby give notice to all perspective and current and past owners of lots within the Michelbook 4th Addition to the City of McMinnville in Yamhill County, Oregon, that the lots are subject to declarations of covenants and restrictions recorded Film 177, Page 1593 on June 7, 1983 as well as certain bylaws which may be amended as provided by the bylaws of the Michelbook 4th Addition Homeowners Association.

By: William Duncan, President
Michelbook 4th Addition
Homeowners Association

Personally appeared William Duncan who being duly sworn did say that he is the current President and Secretary of Michelbook 4th Addition Homeowners Association, a corporation, and that the seal affixed to the following instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and each of them acknowledge that said instrument its voluntary act and deed. 12-2-99

Before me:

Notary Public for Oregon

HOMEOWNERS' STATEMENT
MICHELBOOK 4TH ADDITION HOMEOWNERS ASS'N.

Notice of Bylaws

After Recording Return to:
Draabkin and Tankersley
PO Box 625
McMinnville, OR 97128
Surveyor's Certificate

J. Albert B. Solden, a registered Professional Land Surveyor for Oregon, do hereby certify that I have surveyed and marked with proper monuments the land shown hereon as "Michelbook's Fourth Addition, Replat of Blocks 9 and 10" which is described as follows:

Block 9: Beginning at the initial point of this subdivision which is marked by a 2" x 26" galvanized iron pipe set 6" below the surface of the ground, which initial point is 2140.07 feet South 00° 00' 00" East from the corner common to Sections 7, 9, 17 and 19 in Township 4 South, Range 4 West of the Willamette Meridian, Yamhill County, Oregon; and running thence North 00° 00' 00" West 728.12 feet to an iron rod in the southeasterly line of Baker Creek Road; thence South 04° 16' 23" East, along said southeasterly line, 155.89 feet to an iron rod; thence northeasterly along the arc of a 20.00 foot radius curve right, (the chord of which bears South 29° 16' 23" East 20.08 feet) an arc distance of 31.42 feet to an iron rod; thence South 05° 43' 37" West 281.11 feet to an iron rod; thence southerly along the arc of a 515.00 foot radius curve left, (the chord of which bears South 10° 10' 10" East 203.02 feet), an arc distance of 200.71 feet to an iron rod; thence South 00° 00' 00" West 220.73 feet to the point of beginning.

Block 10: Beginning at an iron rod which is 220.73 feet North 00° 00' 00" East and 55.07 feet North 16° 14' 12" East from the above described initial point; and running thence northerly along the arc of a 450.00 foot radius curve right, (the chord of which bears North 07° 03' 25" West 223.55 feet), an arc distance of 225.41 feet to an iron rod; thence northerly along the arc of a 36.00 foot radius curve right, (the chord of which bears North 12° 04' 22" East 77.00 feet), an arc distance of 77.15 feet to an iron rod; thence northerly along the arc of a 36.00 foot radius curve left, (the chord of which bears North 07° 03' 25" West 223.55 feet), an arc distance of 225.41 feet to an iron rod; thence North 05° 43' 37" West 281.11 feet to an iron rod; thence northeasterly along the arc of a 20.00 foot radius curve right, (the chord of which bears North 00° 00' 00" East 20.08 feet), an arc distance of 31.42 feet to an iron rod in the southeasterly line of Baker Creek Road; thence South 04° 16' 23" East, along said southeasterly line, 155.89 feet to an iron rod; thence South 04° 16' 23" West 545.04 feet to an iron rod; thence South 00° 00' 00" East 200.71 feet to an iron rod; thence South 00° 00' 00" West 220.73 feet to the point of beginning. The above described Blocks 9 and 10 contain 5.68 acres of land.

[Signature]

Acknowledgment

State of Oregon
County of Yamhill

I hereby certify that this plat was duly recorded by me in the Yamhill County Records in Cabinet Slide ___ day of ______ Record of Town Plats on this ___ day of ______, 1986.

[Signature]

[Stamp]

DECLARATIONS OF Covenants and restrictions are recorded in public records.

[Stamp]
MICHELBURG'S FOURTH ADDITION
TO THE CITY OF McMinnville, OREGON

(A N R-1 PD AS PER CITY OF McMinnville, OREGON ORD 1956)

A SUBDIVISION IN THE 6TH 1/4 AND THE 6TH 1/4 OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 7 WEST, WALKER (OR) OR AND ALSO IN PART OF THE JOHN & BAKER BLK. E. 93RD AND N. 2ND TO THE 27TH STREET GRANGER CLAY, TOLMIE COUNTY, OREGON.

JANUARY, 1932.

SURVEYOR'S CERTIFICATE

STATE OF OREGON (S) COUNTY OF YAMHILL

I, ALVIN B. KING, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, HERETO DEposes AND SAY THAT UPON THE 27TH DAY OF JANUARY, 1932, I DID ACCURATELY SURVEY, SUBDIVIDE AND LAY OUT INTO LOTS THE LANDS REPRESENTED ON THE ATTACHED MAP OF MICHELBURG'S FOURTH ADDITION, THE ACREAGE OF WHICH IS DESCRIBED AS FOLLOWING:

CONTRIVANCES AT A DISTANCE OF 50 FEET FROM THE CENTER LINE OF THE 6TH 1/4 OF THE 6TH 1/4 OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 7 WEST, WALKER (OR) OR AND ALSO IN PART OF THE JOHN & BAKER BLK. E. 93RD AND N. 2ND TO THE 27TH STREET GRANGER CLAY, PULID COUNTY, OREGON.

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