After recording, return to:
Edie Barlow, Secretary Treasurer, Michelbook's Fourth Addition
2224 NW Doral St.
McMinnville, OR 97128

Send Tax Statements to:
- NO CHANGE -

OFFICIAL YAMHILL COUNTY RECORDS
REBEKAH STERN DOLL, COUNTY CLERK

$91.00
20100502 2:45:24 PM 4/20/2010
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$55.00 $10.00 $11.00 $15.00

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:

RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MICHELBOOK'S FOURTH ADDITION
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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
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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 or 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
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 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 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 a 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
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]

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:  
SUSAN M. MACLEAN
OFFICIAL SEAL  
NOTARY PUBLIC-OREGON
MY COMMISSION EXPIRES JULY 26, 2013

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.