DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NORTH PARK ADDITION THREE HOMEOWNERS' ASSOCIATION, INC.

THIS DECLARATION is made the 24th day of January, 1996, by
JIM ANDERSON CONTRACTING, INC., an Oregon corporation (the
"Developer").

RECITALS:

A. Jim Anderson Contracting, Inc., an Oregon corporation,
owner of the real property described in this Declaration, desires
to create a residential subdivision with common facilities for the
benefit of the entire subdivision (North Park Addition Three).

B. The Developer has deemed it desirable for preservation of
values and amenities in this community to create an agency with the
powers of maintaining, administering and enforcing the covenants,
conditions and restrictions and collecting and disbursing any
assessments and charges created ("North Park Addition Three
Homeowners' Association Inc.").

ARTICLE I. DEFINITIONS

The following definitions apply to this Declaration:

Section 1. "Association" means North Park Addition Three
Homeowners' Association, Inc., a non-profit corporation organized
and existing under the laws of the State of Oregon.

Section 2. "Association of Members" means all the owners and
other persons entitled to vote, acting as a group, in accordance
with the Declaration and Bylaws.

Section 3. "Building" means any structure now existing or
later to be built on property.

Section 4. "Common Expenses" means the cost of
administration, maintenance, repair or replacement of the common
landscape easement areas, common storm drainage management
facilities, the detention basin, expenses agreed upon as common by
the owners, and expenses declared common by this Declaration, or
the Bylaws of the Association.

Section 5. "Declaration" means this Declaration, including
the covenants, conditions and restrictions, plus any subsequent
amendments and supplements.

Section 6. "Lot" means a parcel of land designated as a lot
in the recorded plat, including any improvements.

1/- DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
II. NORTH PARK ADDITION THREE HOMEOWNERS' ASSOCIATION

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

199601168 4:24pm 01/24/96

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1 Pb2 11 0 55.00 0.00 0.00 0.00 0.00 0.00 0.00
Section 7. "Member" means a person or entity having a voting right in the Association pursuant to this Declaration and the Articles of Incorporation.

Section 8. "Owner" means the record owner, or land sale contract purchaser, whether one or more persons or entities, of fee simple title to any Lot, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee or holder of a trust deed unless such mortgagee or holder of the trust deed has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 9. "Private Commons" means property jointly owned by all owners in undivided interests, common, structures, personal property, and any and all other properties maintained by the Association for the common benefit and enjoyment of all the Members of the Association. This includes but is not limited to rights created by the recorded plat and otherwise in connection with common landscape maintenance easement, common storm drainage management facilities, and the detention basin.

Section 10. "Properties" or "Property" means the land(s), whether leasehold or in fee simple, all buildings, improvements and structures, and all easements, rights and appurtenances, which are affected under this Declaration, Articles of Incorporation, and Bylaws of the Association.

Section 11. "Detention Basin" means the portion shown on the map as the detention basin, with related landscaping, maintenance, and drainage.

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 described on the attached Exhibit A ("Existing Property").

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity which is an Owner is a Member, and the Developer shall be a Member. Acceptance of a deed to or vendee's interest in a Lot shall be acceptance of membership.

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

a. Class A: Class A Members are all the Lot Owners. An Owner's proportionate share of the revenue and expense associated with the Private Commons shall be equal to the Member's
proportionate voting share in the Association. Each Class A Owner shall have one vote per Lot owned, whether the Lot Owner is a corporation, an association, a partnership, a limited liability company, or a husband and wife. When more than one person or entity holds such an interest in any Lot, all such persons or entities shall vote as a unit; provided, however, if a voting dispute arises, a multi-person ownership shall not be entitled to vote unless the dispute be resolved as they, among themselves, decide.

b. Class B: The Class B Member shall be the Developer. The Class B Member shall be entitled to two (2) votes for each Lot owned by the Developer. The Class B membership shall cease and become converted to Class A membership upon the happening of any of the following events:

i. When more than fifty percent (50%) of the Lots set forth in this Declaration have been sold; or


After the happening of these events, whichever occurs earlier, the Class B Member shall become a Class A Member entitled to one vote for each Lot then unsold and in which the Developer holds the interest acquired for membership under this Declaration.

ARTICLE IV. PROPERTY RIGHTS IN PRIVATE COMMONS

Section 1. Member's 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 the Private Commons and this easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Private Commons. The title to the Private Commons shall be vested in the Owners. Each Owner in North Park Addition Three Homeowners' Association, Inc. in the City of Sheridan, Yamhill County, Oregon, shall have an undivided 1/27 interest (per Lot owned) in the Private Commons (including but not limited to easement rights described in Article I, Section 9) of North Park Addition Three Homeowners' Association, Inc.

Section 3. Extent of Member's Easement. The Owners' rights and easement of enjoyment shall be subject to:

a. The right of the Association, as provided in its Articles of Incorporation and Bylaws, to suspend the enjoyment of any Member for so long as any assessment remains unpaid, and for a period of not to exceed thirty (30) days for any infraction of its published rules and regulations;

3/- DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH PARK ADDITION THREE HOMEOWNERS' ASSOCIATION
ARTICLE V. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. Developer, for each Lot owned by it within the Properties, and each Owner of any Lot, by acceptance of a deed or vendee’s interest therefor, whether or not it shall be so expressed in such deed or other conveyance, covenants and agrees 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 established and collected from time to time as provided in the Bylaws. The annual and special assessments, together with interest and costs of collection, shall be a charge on the land and shall be a continuing lien on the Property against which such assessment is made. Each assessment, together with interest and cost of collection, shall also be the personal obligation of the person who is the Owner of such Property at the time the assessment falls due. Such lien shall be enforceable in all manners consistent with provisions of Oregon law which govern foreclosures generally. The prevailing party shall be entitled to attorney fees as provided by Article IX, Section 5.

Section 2. Maintenance. The Association shall maintain in an attractive fashion the landscaping areas within the common landscape maintenance easement and Detention Basin as set forth in the plat, and shall maintain, repair and replace as necessary the storm drainage management facilities, including those located in the Detention Basin.

ARTICLE VI. BUILDING RESTRICTIONS

Section 1. Dwelling Size.

a. Stick Built Homes. All stick built homes shall consist of a minimum of 1,050 square feet and shall have a double car garage.

b. Mobile Homes. All mobile homes shall conform to the following minimum standards:

4/- DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
NORTH PARK ADDITION THREE HOMEOWNERS' ASSOCIATION
1. Shall be not less than 24 feet wide, with exterior dimensions enclosing a space of at least 864 square feet.

2. Shall have a roof with eaves and with a minimum pitch of 2 inch vertical to 12 inch horizontal.

Section 2. Mobile Home Placement. All mobile homes shall be placed on solid concrete strip footings not less than six inches thick and 16 inches wide. All pier block spacing is to be according to code. All homes shall be skirted within ninety (90) days of being set, or to city codes. All mobile homes shall be placed on an excavated (pitted) foundation or on a ground level foundation that appears similar to concrete foundations of houses built to the Uniform Building Code; or shall have continuous skirting that, in design, color and texture, appear to be an integral part of the exterior wall or the foundations of the mobile home. Skirting shall be finished in such a manner that the reflection from skirting shall not be greater than from skirting coated with clean, white, gloss exterior enamel.

Section 3. Setback Requirements. Except as otherwise specified below, the minimum side yard setback shall be five feet. Front yard setback requirements shall be 20 feet, and the minimum rear yard setback requirements shall be ten feet. All homes, mobile homes, carports, garages or covered patios shall be a minimum of 20 feet from the front property line, a minimum of ten feet from the rear property line, and five feet from side property lines.

Section 4. Fences. The location, material, and design of any fences constructed shall be such that the area remains aesthetically compatible with all the homes in the subdivision. Any fence should not have or cause a significant detriment to the adjoining properties or to the development as a whole. Fences in the front or exterior side yard must be approved by the City Planning Department.

Section 5. Roofing. On both stick built and mobile homes, roofing materials shall be nonreflective. Acceptable materials include composition or wood shingles, wood shakes and tiles. Metal roofing is not an acceptable material. The roof color shall be compatible with the house color.

Section 6. Accessory Buildings. All accessory buildings are to have a minimum of 70 square feet of floor area and be less than ten feet in height to the tallest point above grade, except that garages may exceed ten feet in height. No add-ons will be permitted to mobile homes with the exception of garages or additional storage areas.
Section 7. **Garages.** Each stick built home will have a double car garage. Each mobile home Owner shall build a garage with a minimum size of 400 square feet. Construction of the required garage shall be completed within sixty (60) days after occupying the premises. All exterior construction materials must be of like or similar design and color.

Section 8. **Completion of Buildings.** All buildings which may be placed or constructed on any portion of the Lot, except the portions or whole thereof constructed of brick, metal, or stone, shall be painted or process painted as the exterior within ninety (90) days of the date said buildings are completed. All construction on any Lot must be completed and the occupancy permit issued within three hundred eighty-five (385) days from issuance of a building permit.

Section 9. **Driveways.** All driveways shall be concrete or blacktop.

Section 10. **Plumbing/Electrical.** All mobile homes shall meet structural and heating, as well as plumbing and electrical codes, as required by the latest and most current addition of HUD Regulations. No mobile home manufactured before 1990 will be permitted.

Section 11. **Electrical Installations.** All electrical installations shall conform to National Electrical Code, as amended and adopted by the State of Oregon regarding both mobile homes and stick built homes.

Section 12. **Plumbing.** All plumbing installation shall conform to the Uniform Plumbing Code as amended and adopted by the State of Oregon regarding both mobile homes and stick built homes. All plumbing lines above ground shall be protected against freezing.

Section 13. **Sewer.** Sewer cleanout shall be installed as per code. All sewer lines outside of skirting on mobile homes shall be underground.

Section 14. **Pressure Regulators.** Pressure regulators shall be installed on all meter supply lines where water pressure exceeds 60 pounds per square inch.

Section 15. **Landscaping.** Every Lot shall be landscaped within eight (8) months after the home is built or the mobile home is moved onto the site.

Section 16. **Siding.** No slick typed metal siding will be permitted. All homes, stick built and mobile, shall have exterior siding that is commonly used on houses built to the Uniform...
Building Code, including vertical and lap siding consisting of wood, masonite, or aluminum materials. Exterior siding shall be finished in such a manner that the reflection from such siding shall not be greater than from siding coated with clean, white, gloss exterior enamel.

Section 17. Antennae. No satellite dishes will be permitted in the development. No television, radio, or rotary beams shall be erected or placed on any Lot where such device is more than six feet in height above the highest point (exclusive of chimneys) on the building or structure on which it is erected.

Section 18. Signs. No signs shall be erected on any Lot except not more than one "For Sale" or "For Rent" sign placed by the Owner, the Developer, or by a licensed real estate agent. This restriction shall not prohibit the temporary placement of "political" signs on any Lot by the Owner, or the placement of a professional sign by the Developer or builder's signs during construction.

Section 19. Applicable Law. Improvements on the property must also comply with other applicable law and governmental agency requirements.

ARTICLE VII. GENERAL RESTRICTIONS

Section 1. Animals. No domestic animals shall be raised, kept, or permitted on the premises other than dogs, cats, birds, and household animals which are not kept, bred or raised for commercial purposes or in unreasonable numbers, and which are reasonably controlled to avoid their being a nuisance to other Lot Owners.

Section 2. Maintenance. All homes and mobile homes shall be maintained in good condition and repair and shall be kept painted to remain aesthetically compatible with all homes in the subdivision. Hitches must be removed from mobile homes.

Section 3. Garbage. All Owners shall maintain closed containers for storage of garbage and other refuse between regular pickup dates. All containers shall be maintained in a clean, sanitary and rodent-proof condition. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. All waste, rubbish, trash or garbage shall only be kept in the closed containers for storage of garbage. Failure to remove any rubbish, trash or garbage will result in the Association having such removed and charging the Owner or tenant for removal.

Section 4. Storage Buildings. No storage or accessory buildings shall be placed in the front yard.
Section 5. Temporary Structures. No tent, shack, garage, or other outbuilding constructed or placed upon any portion of a Lot shall at any time be used as a temporary or permanent residence.

Section 6. Non-Usable Motor Vehicles. There shall not be stored, parked, or kept upon said Lots any motor vehicle which is rusted, wrecked, junked or partially dismantled or inoperable or is in an abandoned condition unless it is completely enclosed within a building. No unlicensed vehicles shall be allowed on any Lot.

Section 7. Nuisance. No noxious or offensive trade or activity shall be carried on upon any property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 8. Decks. Only lawn furniture and one (1) outdoor barbecue grill may be stored on decks.

Section 9. Recreational Vehicles. Campers, motorhomes, boats, travel or other trailers must be stored in a closed garage or other entirely closed parking facility. These vehicles may be left in a driveway, rear yard or street to permit cleaning, loading or unloading for a period of two (2) consecutive days or up to four (4) days in any thirty (30) day time period.

Section 10. Commercial or Commercial Type Vehicles. Commercial or commercial type vehicles may not be kept by Owners, persons staying with Owners, or for the benefit of Owners on public streets abutting any of the Property or on any Lot (except a closed garage or other entirely closed parking facility) overnight. This applies to such vehicles owned or operated by an Owner, resident of the Property, or anyone on the Property with permission of or for the benefit of an Owner of resident of a Lot.

ARTICLE VIII. LOT MAINTENANCE

During the time that the land remains vacant, the Lot must be kept free of debris and must be neat and maintained. Grass or ground cover may not exceed six inches in height. After improvements have been constructed on a Lot, the Owner of the Lot shall maintain the improvements and landscaping in an attractive fashion consistent with the balance of the subdivision. All improved Lots shall be maintained in an attractive landscaped condition. Until all the Lots are sold, Developer reserves the right, but not the obligation, to perform such maintenance if an Owner fails to do so, and further, Developer may assess charges for such maintenance. The Association also reserves the right, but not the obligation, to perform such maintenance if an Owner fails to do so, and to assess charges for such maintenance.

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ARTICLE IX. GENERAL PROVISIONS

Section 1. Duration. The covenants, easements and restrictions contained herein are to run with the land for the benefit of each Owner, shall pass with each lot, and shall bind the respective Owners in interest of the present Owner. Except for the covenants, easements and restrictions concerning the common areas which shall be perpetual until or unless the governing body for the City of Sheridan consents to their termination, these covenants, easements, and restrictions shall remain in full force and effect for a period of twenty (20) years from the date of recording of this Declaration, at which time they shall automatically renew for successive periods of ten (10) years unless terminated by a vote of seventy-five percent (75%) of the Lot Owners, with any such termination properly recorded.

Section 2. Enforcement. The Association, or any Owner, or the owner of any recorded mortgage or recorded trust deed on any part of the property shall have the right to enforce by 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 any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter. If an Owner rents property, the Owner remains primarily responsible to the Association for obligations under this agreement, whether or not the tenant is also legally responsible.

Section 3. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision herein which shall remain in full force and effect.

Section 4. Amendments. Covenants and restrictions of this Declaration, except those which relate to the common areas and their repair and maintenance, may be amended by an instrument signed by not less than ninety percent (90%) of the Lot Owners. The covenants and restrictions regarding the common areas may be amended by an instrument signed by not less than ninety percent (90%) of the Lot Owners and the governmental governing body for the City of Sheridan. Any amendment must be properly recorded. Easements granted and reserved shall not be amended except by an instrument signed and acknowledged by one hundred percent (100%) of the Owners of the Property, including the Developer so long as the Developer owns any Lots or holds a security interest in any Lots, and the governing body of the City of Sheridan if the granting or release relates to the common areas.

Section 5. Attorney Fees. In case suit or action is instituted to enforce any of the provisions of this Declaration, the losing party agrees to pay such sum as the trial court may
adjudge reasonable as attorney fees to be allowed the prevailing party in a suit or action, and if an appeal is taken from any judgment or decree, the losing party further promises to pay such sum as the appellate court may adjudge reasonable as prevailing party’s attorney fees on appeal.

Section 6. Commercial Business. No commercial business of any type shall be allowed to be established in or operated from the Property, unless such business shall have gained approval from appropriate zoning authorities.

JIM ANDERSON CONTRACTING, INC.,
an Oregon Corporation

By: [Signature]

James C. Anderson
Title: President

STATE OF OREGON
ss.
County of Yamhill

On the 24th day of January, 1996, personally appeared the above named JAMES C. ANDERSON who, being duly sworn, did say that he is the President of JIM ANDERSON CONTRACTING, INC., an Oregon corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be its voluntary act and deed.

Before me:

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8-21-98

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH PARK ADDITION THREE HOMEOWNERS' ASSOCIATION
A tract of land in Section 26, Township 5 South, Range 5 West, Yamhill County, Oregon, which is more particularly described as follows:

Beginning at the initial point, a 5/8" iron rod, found flush with no lid or cap, at the southwest corner of Lot 10 of Block 3, NORTH PARK ADDITION NO. 1; thence North 51°00'59" West 70.24 feet to an angle point, in the north line, of said block; thence North 75°31'38" West 250.02 feet along said line to the northwest corner of Lot 9 of said Block 3; thence North 75°33'58" West 66.05 feet to the northwest corner of Lot 1 of said Block 3; thence North 31°00'35" East 75.16 feet to the northwest corner of Lot 2 of said Black 3; thence North 75°31'56" West 66.05 feet to the straight line to the southeast corner of Lot 1 of said Block 3; thence North 21°08'13" East 117.01 feet to the southeast corner of said Lot 1; thence North 56°05'50" West 250.23 feet to the northwest corner Lot 1 of Block 1, NORTH PARK ADDITION NO. 1; and the west line of that tract of land described in contract from DONIGHT to ANDERSON and recorded in Film Volume 227, page 1287, Yamhill County deed records; thence North 15°17'40" East 174.76 feet to an angle point in said west line; thence North 24°22'57" East 17.21 feet to a point on said west line; thence North 33°43'15" East 178.43 feet; thence South 50°00'36" East 187.84 feet; thence North 27°22'43" East 136.91 feet to a point on a non-tangent curve having a radius of 185.00 feet and being concave to the northeast; thence southwesterly 120.72 feet along said curve (Chord= South 64°35'21" East 118.59 feet); thence North 24°22'57" East 31.25 feet to a point on a non-tangent curve having a radius of 205.00 feet and being concave to the southwest; thence southerly 71.19 feet along said curve (Chord= South 75°35'35" East 70.33 feet); thence South 60°00'00" East 30.13 feet to a point on the east line of Lot 9, REPLAT OF LOT 10 OF NORTH PARK ADDITION NO. 2; said point being an angle point in the margin of Sockless Loop; thence South 24°28'39" West 30.00 feet to the southeast corner of said Lot 9, REPLAT OF LOT 10 OF NORTH PARK ADDITION NO. 2; said point being an angle point in the margin of Sockless Loop; thence South 60°00'00" East 50.22 feet along said margin of Sockless Loop to the northwest corner of Lot 10, REPLAT OF LOT 10 OF NORTH PARK ADDITION NO. 2; thence South 24°30'40" West 305.62 feet along the west line of said plat; thence South 17°35'05" West 127.09 feet along said line to the southwest corner of Lot 1 of said plat; thence South 31°47'10" East 10.59 feet along the south line of Lot 1; thence South 27°9'45" West 50.00 feet to the southwest corner of Blair Street; thence southeasterly 48.22 feet along the south line of Blair Street which is a curve concave to the north, having a radius of 350.00 feet (Chord= South 57°06'24" East 48.18 feet) to the northwest corner of Lot 10, Block 3, NORTH PARK ADDITION NO. 1, to the City of Sheridan; thence South 28°41'47" West 98.39 feet to the southwest corner of said Lot 10 and the POINT OF BEGINNING, containing 8.445 Acres, more or less.
AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH PARK ADDITION THREE HOMEOWNERS' ASSOCIATION

The undersigned, constituting all the owners and therefore all the members of North Park Addition Three Homeowners' Association, and the City of Sheridan, hereby amend the Declaration of Covenants, Conditions and Restrictions for North Park Addition Three Homeowners' Association effective the day of filing of this Amendment, as follows:

1. By adding a subparagraph (c) to Section 2 of Article III which reads as follows:

"c. So long as the Association has Class B membership, any amendments, annexations, mergers, consolidations, mortgaging of a common area, or dissolution, shall require HUD/VA approval."

2. By adding the following paragraph to Section 1 of Article V:

"The lien on the Property for annual and special assessments shall be subordinate to the lien of any first mortgage and the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer."

Except as amended by this Amendment, the original Declaration of Covenants, Conditions and Restrictions for North Park Addition Three Homeowners' Association, as recorded, shall remain in full force and effect.

CITY OF SHERIDAN:

By: [Signature] Date: 11/7/96
Title: [Title]

North Park Add 3
Instrument # 199601170

AFTER RECORDING RETURN TO: Andrea Sendlacek
3233 W Temple St
Sheridan, OR 97378

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK
45.00
199618495 1:23pm 11/07/96
004 100112359 10 04
972 5 0 25.00 0.00 0.00 0.00 0.00 0.00 0.00 29.00

1 - AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH PARK ADDITION THREE HOMEOWNERS' ASSOCIATION
OWNERS/MEMBERS:

Lot 1: Sonya Hughes

Lot 2: Bradley Means

Lot 3: Dale Hewett

Lot 4: James Anderson

Lot 5: Karl Lee

Lot 6: Karl Lee

Lot 7: Leona Camp

Lot 8: Karl Lee

Lot 9: James Anderson

Lot 10: James Anderson

Lot 11: James Anderson

Lot 12: Think Poe

Lot 13: Karl Lee

Lot 14: James Anderson

Lot 15: James Anderson

Lot 16: James Anderson

Lot 17: James Anderson

Lot 18: 

Lot 19: James Anderson

Lot 20: James Anderson

Lot 21: James Anderson

Lot 22: Stephen C. Wood

Lot 23: James Anderson

Lot 24: James Anderson

Lot 25: James Anderson

Lot 26: James Anderson

Lot 27: James Anderson

2 - AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH PARK ADDITION THREE HOMEOWNERS' ASSOCIATION
STATE OF OREGON  
County of Yamhill  

On the 7th day of November, 1996, personally appeared the above named WALTER R. GOWEN who, being duly sworn, did say that he/she is the Treasurer of the City of Sheridan, and that said Amendment was signed in behalf of said corporation by authority of its Board of Directors; and he/she acknowledged said instrument to be its voluntary act and deed.

Before me:

PRISCILLA R. MORTON
NOTARY PUBLIC FOR OREGON

STATE OF OREGON  
County of Yamhill  

On the 6th day of November, 1996, personally appeared the above named JAMES C. ANDERSON who, being duly sworn, did say that he is the President of Jim Anderson Contracting, Inc., an Oregon corporation, Owner of Lot No(s). #1, 10, 11, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25 of North Park Addition Three, and that said Amendment was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

MARIANNE BRENDEMULL
NOTARY PUBLIC FOR OREGON

STATE OF OREGON  
County of Yamhill  

On the 14th day of November, 1996, personally appeared before me the above named DARYL K. HUGHES, Owner of Lot No(s). #1 of North Park Addition Three, and acknowledged the foregoing Amendment to be his/her voluntary act and deed.

Before me:

CHRISTINE L. HAFER
NOTARY PUBLIC FOR OREGON

3 - AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH PARK ADDITION THREE HOMEOWNERS' ASSOCIATION
STATE OF OREGON
County of Yamhill

On the 6th day of November, 1996, personally appeared before me the above named Bradley Evers, Owner of Lot No(s). 2 of North Park Addition Three, and acknowledged the foregoing Amendment to be his/her voluntary act and deed.

Before me:

Christine Maher
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6-23-2000

STATE OF OREGON
County of Yamhill

On the 6th day of November, 1996, personally appeared before me the above named Leslie Sedlacek, Owner of Lot No(s). 5, 6, 8, 13 of North Park Addition Three, and acknowledged the foregoing Amendment to be his/her voluntary act and deed.

Before me:

Christine Maher
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6-23-2000

STATE OF OREGON
County of Yamhill

On the 6th day of November, 1996, personally appeared before me the above named Margaret L. Burns, Owner of Lot No(s). 7 of North Park Addition Three, and acknowledged the foregoing Amendment to be his/her voluntary act and deed.

Before me:

Christine Maher
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6-23-2000

4 - AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH PARK ADDITION THREE HOMEOWNERS' ASSOCIATION
STATE OF OREGON       ss.
County of Yamhill      

On the 6th day of November, 1996, personally appeared before me the above named Stephen Lake, Owner of Lot No(s). 12 of North Park Addition Three, and acknowledged the foregoing Amendment to be his/her voluntary act and deed.

Before me:

Christine Maher
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6-23-2000

STATE OF OREGON       ss.
County of Yamhill      

On the 6th day of November, 1996, personally appeared before me the above named Stephen E. Ward, Owner of Lot No(s). 22 of North Park Addition Three, and acknowledged the foregoing Amendment to be his/her voluntary act and deed.

Before me:

Christine Maher
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6-23-2000

STATE OF OREGON       ss.
County of Yamhill      

On the 6th day of November, 1996, personally appeared before me the above named Edwin A. Hunt, Owner of Lot No(s). 3 of North Park Addition Three, and acknowledged the foregoing Amendment to be his/her voluntary act and deed.

Before me:

Christine Maher
NOTARY PUBLIC FOR OREGON

5 - AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH PARK ADDITION THREE HOMEOWNERS' ASSOCIATION
North Park Addition No. 3

A Subdivision situated in the southeast quarter of Section 26, Lot 9 of the RE-PLAT of Lot 10 of "NORTH PARK ADDITION No. 2," being a portion of the A. B. Faulconer Donation Land Claim No. 42, Township 5 South, Range 6 West, Williamsette Meridian, the City of Sheridan, Yamhill County, Oregon.

Date: 14 December 1906

NARRATIVE

The property of this addition plot is for re-plot LOT 9 of the RE-PLAT OF LOT 10 OF NORTH PARK ADDITION No. 2 and is described by the following metes and bounds: Beginning at a point on the north line of said Lot 9; thence south 89° 30’ 30” west 136.26 feet to the southwest corner of Lot 10; thence south 89° 30’ 30” east 315.92 feet to the southeast corner of Lot 10; thence north 99° 30’ 30” east 80.54 feet to the northeast corner of Lot 10; thence north 89° 30’ 30” west 136.26 feet to the northwest corner of Lot 10; thence north 89° 30’ 30” east 315.92 feet to the south line of Lot 10; thence east 89° 30’ 30” north 64.98 feet to the southeast corner of Lot 10; thence east 99° 30’ 30” south 86.96 feet to the southwest corner of Lot 10; thence west 99° 30’ 30” north 86.96 feet to the southeast corner of Lot 10; thence west 89° 30’ 30” south 64.98 feet to the northeast corner of Lot 10; thence west 89° 30’ 30” north 136.26 feet to the north line of Lot 9; thence north 89° 30’ 30” east 315.92 feet to the point of beginning, containing 0.45 acres, more or less.

DECLARATION

A portion of the land in Section 26, Township 5 South, Range 6 West, Yamhill County, Oregon, no more particularly described as follows:

Beginning at the Southwest corner of LOT 9 of the RE-PLAT OF LOT 10 OF NORTH PARK ADDITION No. 2; thence North 89° 30’ 30” east 315.92 feet along the south line of said Lot 9; thence East 89° 30’ 30” south 64.98 feet to the southeast corner of LOT 9; thence South 99° 30’ 30” west 86.96 feet to the southwest corner of LOT 9; thence South 89° 30’ 30” east 136.26 feet to the southeast corner of LOT 9; thence East 89° 30’ 30” north 64.98 feet to the southwest corner of LOT 9; thence South 99° 30’ 30” west 86.96 feet to the southwest corner of LOT 9; thence South 89° 30’ 30” east 136.26 feet to the southwest corner of LOT 10; thence North 89° 30’ 30” west 315.92 feet along the north line of said Lot 9; thence West 89° 30’ 30” north 136.26 feet to the point of beginning, containing 0.45 acres, more or less.

SURVEYOR’S CERTIFICATE

A. A. B. Faulconer, Surveyor

MONUMENT NOTES

1) S/N 1/4, No 104, 10” DIAMETER, 1/2” THICK, and 30” long, embedded 5.5 feet into the ground at the northwest corner of the addition plot.

2) S/N 2/4, No 105, 10” DIAMETER, 1/2” THICK, and 30” long, embedded 5.5 feet into the ground at the southwest corner of the addition plot.

3) S/N 3/4, No 106, 10” DIAMETER, 1/2” THICK, and 30” long, embedded 5.5 feet into the ground at the southeast corner of the addition plot.

4) S/N 4/4, No 107, 10” DIAMETER, 1/2” THICK, and 30” long, embedded 5.5 feet into the ground at the northeast corner of the addition plot.

NOTES

1) The addition plot is described by the following metes and bounds: Beginning at a point on the north line of said Lot 9; thence south 89° 30’ 30” west 136.26 feet to the southwest corner of Lot 10; thence south 89° 30’ 30” east 315.92 feet to the southeast corner of Lot 10; thence north 99° 30’ 30” east 80.54 feet to the northeast corner of Lot 10; thence north 89° 30’ 30” west 136.26 feet to the northwest corner of Lot 10; thence north 89° 30’ 30” east 315.92 feet to the south line of Lot 10; thence east 89° 30’ 30” north 64.98 feet to the southeast corner of Lot 10; thence east 99° 30’ 30” south 86.96 feet to the southwest corner of Lot 10; thence west 99° 30’ 30” north 86.96 feet to the southeast corner of Lot 10; thence west 89° 30’ 30” south 64.98 feet to the northeast corner of Lot 10; thence west 89° 30’ 30” north 136.26 feet to the north line of Lot 9; thence north 89° 30’ 30” east 315.92 feet to the point of beginning, containing 0.45 acres, more or less.

2) The addition plot is subject to the following restrictions: 1) No building shall be erected on the addition plot without the written consent of the surveyor. 2) The addition plot is for the use of public utilities. 3) The addition plot is subject to the following conditions: 1) No buildings shall be erected on the addition plot without the written consent of the surveyor. 2) The addition plot is for the use of public utilities. 3) The addition plot is subject to the following conditions: 1) No buildings shall be erected on the addition plot without the written consent of the surveyor. 2) The addition plot is for the use of public utilities. 3) The addition plot is subject to the following conditions: 1) No buildings shall be erected on the addition plot without the written consent of the surveyor. 2) The addition plot is for the use of public utilities. 3) The addition plot is subject to the following conditions: 1) No buildings shall be erected on the addition plot without the written consent of the surveyor. 2) The addition plot is for the use of public utilities. 3) The addition plot is subject to the following conditions: 1) No buildings shall be erected on the addition plot without the written consent of the surveyor. 2) The addition plot is for the use of public utilities. 3) The addition plot is subject to the following conditions: 1) No buildings shall be erected on the addition plot without the written consent of the surveyor. 2) The addition plot is for the use of public utilities. 3) The addition plot is subject to the following conditions: 1) No buildings shall be erected on the addition plot without the written consent of the surveyor. 2) The addition plot is for the use of public utilities. 3) The addition plot is subject to the following conditions: 1) No buildings shall be erected on the addition plot without the written consent of the surveyor. 2) The addition plot is for the use of public utilities. 3) The addition plot is subject to the following conditions: 1) No buildings shall be erected on the addition plot without the written consent of the surveyor. 2) The addition plot is for the use of public utilities. 3) The addition plot is subject to the following conditions: 1) No buildings shall be erected on the addition plot without the written consent of the surveyor. 2) The addition plot is for the use of public utilities. 3) The addition plot is subject to the following conditions: 1) No buildings shall be erected on the addition plot without the written consent of the surveyor. 2) The addition plot is for the use of public utilities. 3) The addition plot is subject to the following conditions: 1) No buildings shall be erected on the addition plot without the written consent of the surveyor. 2) The addition plot is for the use of public utilities. 3) The addition plot is subject to the following conditions: 1) No buildings shall be erected on the addition plot without the written consent of the surveyor. 2) The addition plot is for the use of public utilities.