This document replaces the prior CC&R’s recorded in Yamhill County on May 22nd, 2007, #200711230

After recording return to: Multi Development, LLC
3110 25th Street
Salem, OR 97302

DECLARATIONS
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
NORTON CREST

THIS DECLARATION, made this 14th day of June, 2007, by JOE BARNES and BO RUSHING-BARNES members of MULTI-DEVELOPMENT, LLC (hereinafter called “Declarants”)

WITNESSETH

Declarants are the owners of Norton Crest, which property is more particularly described as all lots within Norton Crest, McMinnville, Oregon. The lots within Norton Crest are hereinafter referred to as “the development”.

Declarants intend that the lots within the development be developed into a residential community, and wish to provide for the preservation of the values and amenities in said community. To this end, Declarants desire to subject the development to the Covenants, Conditions, Restrictions, Easements, all of which are for the benefit of the development and the subsequent owners thereof.

NOW, THEREFORE, Declarants hereby declare that the development and each lot therein and part and parcel thereof shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, easements, which are for the purpose of protecting the value and desirability of the development, and which shall run with the development and each lot, part and parcel therein, and which shall be binding on and shall inure to the benefit of all persons having any right, title or interest in the development or in any lot, part of parcel thereof, and on the heirs, successors and assigns of each such person.

ARTICLE I
DEFINITIONS

As used in the Declarations, unless the context otherwise requires:
1. “Lot” means all lots within Norton Crest, as shown in the subdivision map.
2. “Dwelling” or “Dwelling Unit” means any building or other structure, or any portion thereof, which is placed or situated upon any lot, and which is designed and intended for residential use by one or more persons, or which is used as a residence.
3. “Owner” means the person or persons who are the holders of record of fee simple title to any Lot within the development.
   a) where the lot in question is the subject of one or more land sale contracts, the purchaser under the last said contract shall be regarded as the Owner of the lot.
ARTICLE II

PROPERTY SUBJECT TO DECLARATION

1. Original Property. The property which is subjected to this declaration and which shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject hereto is located in the County of Yamhill, State of Oregon, and is more particularly described as all lots within Norton Crest, McMinnville, Oregon.

ARTICLE III

OCCUPANCY AND USE OF LOTS

Each lot within the development, and all improvements situated on each lot, shall be held, used, occupied, improved, maintained, repaired, sold, leased, rented and otherwise transferred in accordance with and subject to the following provisions:

1. Dwelling Units. No Mobile home or manufactured home shall be brought upon any lot within the development and used as a temporary or permanent residence thereon. No dwelling unit shall be built, constructed, erected or placed on any lot in the development unless:
   a. The dwelling unit contains at least 1,500 square feet in single story homes, and 1,250 square feet in two story homes, of covered, heated living space, exclusive of garage.
   b. The dwelling unit is a single family residence, not more than two stories in height and not more than thirty-five feet measured from the elevation at the nearest curb to the peak of the roof, and as defined in the applicable provisions of the City of McMinnville Zoning Code. Duplexes are not permitted.
   c. The locations, plans and any specifications required by the Design Review/Architectural Control Committee for the dwelling unit and for all landscaping and other improvements built, constructed, erected or placed on the lots in connection with the dwelling unit shall have been approved by the Architectural Control Committee.
   d. The roof of the dwelling unit shall be composed of cedar, tile, or architectural comp. Cedar or architectural comp shall have a 30 year minimum, and must be approved for use on said dwelling by the Architectural Control Committee. A minimum thickness or architectural comp shall be determined by the Design Review/Architectural Control Committee.
   e. The exterior sides of the dwelling unit shall be covered with any of the following: brick; stone; wood siding or any other material specifically approved for use on said dwelling by the Design Review/Architectural Control Committee. No T-1-11. Brick or stone is required for the front of the dwelling.
   f. No awnings, patio covers, decorations, antennae, aerials, radio or television broadcasting or receiving device, shall be connected or attached to any dwelling unit without prior review and approval of the Design Review/Architectural Control Committee.
   g. No paint or other finish shall be applied to all or any part of the exterior surface of any dwelling unit without the prior review and approval of the Architectural Control Committee.
   h. No fence shall be installed on any lot without prior review and approval of the Design Review/Architectural Control Committee. All fence design types, sizes, locations, materials, & colors must be approved by the Design Review/Architectural Control Committee.
   i. All exterior wires for television, radio, telephone and electrical service shall be installed underground. Satellite dishes must be installed in an inconspicuous place and be no bigger than 24 inches.
j. All dwelling construction must be performed by a licensed General Contractor, holding a valid Oregon Construction Contractors Board Registration. Any General Contractor performing work within the development, shall have been approved in writing by the Design Review/Architectural Control Committee.

k. Every building, fence, wall or other structure placed on any part of any lot shall be constructed of new materials unless the use of other than new material shall have been reviewed and shall have received the written approval of the Design Review/Architectural Control Committee. No buildings constructed elsewhere shall be moved or placed on said property except with the written approval of the Design Review/Architectural Control Committee.

l. Exterior colors of any dwelling, garage, shed, outbuilding, or other structure which may be approved by the Design Review/Architectural Control Committee shall be natural earth colors or other subdued colors as approved by the Architectural Control Committee.

m. Lots Four through Fourteen will require site specific Geo-technical and Geological hazard reports be submitted to the City of McMinnville prior to the release of construction permits. Said report must accompany each building permit application.

2. **Accessory Building and Structures** No temporary structure of any kind shall be constructed upon or moved upon any lot except a small structure for use by a building contractor as his construction shack during the period of construction of the residence upon the lot. Any accessory buildings and location must be approved by the Design Review/Architectural Control Committee.

3. **Vehicle and Boat Parking and Storage.** No commercial use trucks or vans (except vehicles of 1 ton weight or less deemed to be passenger type), or trailers, boats, campers or similar vehicles or equipment, shall be parked on any lot or street other than temporarily (in no case in excess of 48 hours), and then solely for the purpose of loading or unloading or for a service call; provided that such a vehicle may be kept within an owner’s enclosed garage. No vehicles or other equipment of any kind shall be parked on any portion of the property while such vehicles are in a state of disrepair.

a. Trucks, except vehicles of 1 ton weight cargo rating or less deemed to be for personal passenger use, and all buses, trailers, travel trailers, motor homes, campers, boats and recreation vehicles which are brought upon any lot in the development shall either be parked or stored in a garage or shall be parked or stored in locations behind the front plane of the garage and shall be screened by a sight obscuring ornamental fence, wall, or evergreen hedge. A sight visibility exception shall be granted for any portion of the vehicle visible above a sight obscuring ornamental access gate, a minimum of 6’ tall and a maximum of 10’ wide, and the vehicle height must not exceed 12’.

4. **Maintenance and repair of Improvements** All buildings and other structures and improvements constructed, placed or erected on a lot shall be properly maintained and kept in good condition and repair, so as to enhance and preserve the aesthetic attractiveness of the development. It shall be the duty of the owner and occupant of any lot to maintain all improvements thereon in good order and repair and in an attractive and neat condition, including, but not limited to:

a. Yards, which shall be attractively landscaped and maintained in a neat and orderly manner free of weeds and debris.

b. Driveways and sidewalks, which shall be maintained in a good, weed-free condition and repair.

c. Grass on improved lots, which shall be cut during the growing seasons at least once every two (2) weeks.

d. Trees and shrubs, which shall be trimmed when necessary for the plant’s appearance and as necessary to avoid interference with pedestrian traffic and to maintain safe sight lines for vehicular traffic on or onto the adjoining street or streets.

5. **Landscaping and Unlandscaped Areas** All yard areas on each lot, exclusive of buildings, shall be landscaped. Landscape plans must be submitted to the Design Review/Architectural Control Committee for approval. Lot owners must receive approval of the landscape plans prior to construction of the landscape. Except during the period of construction of any improvements thereon, all portions of each lot within the development shall be kept entirely free of
accumulations of trash and rubbish. All yards and landscape strips shall be kept in a neat and clean condition at all times.

a. All landscape strips located between city sidewalks and street curbs shall be lawn. Additionally all street trees will be required along the street and shall conform with street tree plan submitted by developer and approved by the city. The species types & locations shall be determined by the Design Review/Architectural Control Committee, and must at a minimum comply with the City of McMinnville’s street tree requirements and the height limitations described below.

b. All landscaping must include underground irrigation for lawn areas.

c. All unbuilt yard areas shall have their initial landscaping installed within six (6) months from the date of building construction completion in accordance with the plans submitted to and approved by the Design Review/Architectural Control Committee. Under unusual circumstances, the Design Review/Architectural Control Committee may grant reasonable time extensions for completion of landscaping.

d. During site preparation and construction, and following occupancy of any dwelling within the development, no existing tree greater than six (6) inches in diameter shall be removed without prior review and written approval from the City of McMinnville Planning Director. Written consent of the Design Review/Architectural Control Committee is also required.

6. General restrictions No use of any lot or lots will be allowed that in any manner infringes upon the rights of any abutting lot owner(s). No offensive or noxious activity shall be permitted, nor shall anything be done thereon which might be or becomes a nuisance or annoyance to adjacent lot owners, or which might detract from the value of the lots as a residential development.

7. Completion of Construction and Landscaping Work on all buildings and other structures, which are built, constructed, erected or places on a lot shall in each case be completed (including painting, staining and other exterior finish work) within one year (365 days) after the commencement of such work. No dwelling shall be occupied for residential purposes on a temporary or permanent basis until all construction work thereon has been substantially completed. All landscaping shown on the plans and specifications approved by the Design Review/Architectural Control Committee shall be completed within six months following completion of the building adjacent to the landscaping.

8. Livestock and other Animals No livestock shall be kept temporarily or permanently upon any lot within the development. No other animals except for dogs, cats and other household pets may be kept on any lot within the development. Dogs, cats and other household pets may not be kept or raised for commercial purposes, and may not be permitted to stray onto other lots, or to cause disturbances, damage or discomfort to others. Dogs must be kept inside buildings or fenced areas, or on leashes at all times. Animals must not be kept in an unreasonable number so as to constitute a nuisance to the immediate neighbors.

9. Residential use No commercial activities of any kind shall be carried on in any living unit or on any other portion of the property, except activities reasonably related to the sale or rental of lots or living units. However, nothing herein contained shall be construed to prevent or prohibit an owner from maintaining the owner’s professions personal library, keeping personal business or professions records or accounts, handling business or professions associates in a living unit or otherwise on the property.

10. Nuisance No noxious or offensive activity shall be carried on upon any lot, or the public streets or rights-of-way within or adjacent to any lot, nor shall anything be done thereon which may be or becomes an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district.

11. Vacant Lots Until such time as any lot owner constructs a residence on said lot, the lot owner shall maintain the lot in such a manner as to keep the lot free from weeds, briars, and other types of vegetation which would infiltrate lawns of other lot owners. Lot owners shall also keep vacant lots free from debris. Vacant lots shall also be subject to all other CC&R’s set forth herein, including, but not limited to, those conditions involving temporary structures, recreational vehicles, and commercial vehicles.
12. **Signs** No sign of any kind shall be displayed to the public view of any lot except one professional sign of not more than three (3) feet by two (2) feet which advertises the property for sale, lease or rent. Such signs shall be removed immediately upon completion of the sale, lease or rental advertised. This prohibition shall not apply to political lawn signs neatly erected and maintained on the owner’s lots. Political signs relating to an election shall be removed not later than one (1) week following the election.

**ARTICLE IV**

**SUBMISSION AND APPROVAL OF PLANS FOR IMPROVEMENTS**

1. No structure shall be erected, placed or altered on these lots, nor shall any excavation, grading or landscaping be commenced or completed thereon prior to written approval by Decalrant, its authorized representative or successor-in-interest, of the site construction and landscaping plans and specifications, included, but not limited to, the following:
   a. Such details as required by the City of McMinnville for building permit issuance, if applicable.
   b. The location, size and type of any existing trees over 6 inches in diameter at 4 feet above ground level that are proposed to be removed. Owner or owner’s agent must consult with the tree preservation plan for Norton Crest and receive approval from the McMinnville Planning Director prior to removal of any trees of this size or larger.
   c. A description of exterior materials, finish, color and grades of material where applicable. Fences shall be subject to such description. Exterior painting, repainting, remodeling or additions shall require submission and approval of plans.

2. The Declarat, Declarat’s authorized representatives or successor-in-interest may grant or withhold approval based on any criteria it reasonably deems is necessary to preserve the quality and character of the subdivision.

3. Plans, drawing and specifications which have been neither approved nor rejected within 30 days from the date of submission thereof to Decalrant, its authorized representative or successor-in-interest, shall be deemed approved. One set of plans as approved may be retained by Declarat.

4. Lot owners shall submit to the Declarants the following:
   a. **Plans.** The following plans must be furnished.
      i. Plot plan
      ii. Foundation plan
      iii. General floor plan
      iv. Plan elevation
      v. Roof layout and materials specifications, including peak height above curb
      vi. Landscape plan, including fence plans, if any, disclosing landscaping of the entire lot
      vii. Exterior color swatches
   b. **Specifications.** A description of building materials and supplies to be used in construction.

5. **Standard of Review**
   The Design Review/Architectural Control Committee shall, before giving its approval, verify that the proposed residence complies with the general characteristics outlined below and is, in the judgment of the Committee, compatible with other homes in Norton Crest, either existing or proposed. The Design Review/Architectural Control Committee shall interpret the improvement and design standards set forth below, and in the event any section or portion is found invalid, the remaining sections shall remain in full force and effect.

6. **Compliance with Governmental Regulations.**
   Approval by the Design Review/Architectural Control Committee shall not excuse compliance with any other governmental rule, ordinance, code, or regulation applicable to any lot or other property within Norton Crest.
7. **Scope of Review: Committee Discretion.**
The Design Review/Architectural Control Committee may withhold approval of plans and specifications because of their non-compliance with any of the specific CC&R’s contained in this Declaration, but also because of the dissatisfaction of the Committee with any or all other matters or things which, in the judgment of the Committee, would render the proposed structure inharmonious with the general plan of improvement of Norton Crest or with the structures erected or proposed to be erected on other lots in Norton Crest. The Committee may place reasonable conditions upon its approval, including, but not limited to, time allowed for completion.

8. **Deadline for Opinion**
The Design Review/Architectural Control Committee shall issue its opinion or notify the lot owner of its objectives within twenty-one days from the date of complete submission of all plans and specifications by the lot owner. If the Committee fails to issue an opinion or notify the lot owner of its objectives within the required time, the plans and specifications as submitted shall be deemed to be approved by the Committee.

9. **Entry for Inspection**
Any members of the Design Review/Architectural Control Committee may at any reasonable hour or hours, after reasonable notice, enter in and inspect any lot and improvement thereon for the purpose of determining compliance with the approved plans and specifications or compliance with other CC&R’s provided herein, and such member(s) shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Design Review/Architectural Control Committee may issue a certificate of completion and compliance as to any property so inspected.

10. **Architectural Checklist**
The Developer and Design Review/Architectural Control Committee may maintain and make available an architectural checklist. Such checklist may be modified from time to time.

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**ARTICLE V**

**DESIGN REVIEW/ARCHITECTURAL CONTROL COMMITTEE**

1. **Establishment of Committee** The Declarant or Declarant’s authorized representative or the Declarant’s successor-in-interest, shall establish a Design Review/Architectural Control Committee, (hereinafter called “the committee”), which shall be composed of two or three persons who are then owners of one or more lots or interest therein. Provided, however, that until all the lots are sold be the Declarants, and the houses on said lots are constructed, one or more of the Declarants will serve on the committee. Until January 1, 2025 each of the Declarants who serve on the committee shall have three votes on each matter which comes before the committee, and each other member shall have one vote. Members of the committee shall serve at the pleasure of the Declarant’s, and if at any time the Declarants fail to appoint members to the committee, the Declarants shall themselves serve as the committee. No rule or regulation shall be adopted and no finding, determination, ruling, order, consent, authorization or approval shall be promulgated by the committee except by the majority vote of the entire number of votes entitled to be cast by the members of the committee. In no event shall the powers and duties herein granted to the committee in any way alter or affect the ultimate control or authority of the Declarants.

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**ARTICLE VI**

**GENERAL PROVISIONS OR CONVEYANTS, CONDITIONS AND RESTRICTIONS**

1. At any time subsequent to the execution of the Declarations, the Declarant may by written instrument transfer and assign Declarant’s rights, powers, liability and authority as Declarant to any other person or legal entity whom it may designate; and such person or entity shall thereupon succeed to all rights, powers, authority and liability of Declarant under this Declaration. No such transfer or assignment of Declarant’s rights, powers, authority or liability shall be inferred from Declarant’s conveyance or any lot or lots within the subdivision.
2. All of the Covenants, Conditions and Restrictions herein shall run with said real property and shall be binding upon and inure to the benefit of (i) any successor-in-interest or assignee of the Declarant, and (ii) upon the original purchaser from the Declarant of each residential lot in Norton Crest and (iii) upon each successor-in-interest of such original purchaser, for a period of 25 years from the date these covenants are recorded, unless an instrument signed by the owners of record of a majority of the residential lots in Norton Crest subdivision has been recorded, agreeing to change such covenants in whole or in part. Thereafter, these Covenants, Conditions and Restrictions shall be automatically extended for successive 10-year periods, subject to the continuing power of the owners of a majority of the residential lots to change the covenants as set forth above. Notwithstanding anything to the contrary herein contained, these Covenants, Conditions and Restrictions shall not be amended or terminated without the consent of the Declarant or its successor-in-interest as developer prior to January 1, 2020.

3. Declarant or any lot owner may seek enforcement of the Covenants, Conditions and Restrictions. Enforcement shall be by proceedings at law or in equity, and may be brought against any person or persons violating or attempting to violate any Covenant, Condition or Restriction stated herein. Proceedings may be brought to restrain violation, to recover damages, to compel specific performance (including, but not limited to, the removal or modification of any improvements constructed or placed on a residential lot without the approval required hereunder or otherwise in violation of the Declaration) or any combination of such remedies. The party prevailing in such proceedings shall be entitled to recover from the party not prevailing all costs and expenses, including reasonable attorney’s fees, incurred by the prevailing party; at trial and upon any appeal. Failure to obtain the necessary approval from the Design Review/Aesthetic Control Committee or its successor to require the owner to modify or remove an improvement at the expense of the owner.

4. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarants have hereunto set their hands the day and year first hereinabove written.

[Signatures]

JOE BARNES

BO RUSHING-BARNES
IN TESTIMONY WHEREOF I have hereto set my hand and affixed my official seal of the date first written above.

executed freely and voluntarily.

wherefore I, Mary M. Smith, do hereby acknowledge to me that the same was

Approved by the Oregon State Bar.

Pursuant to the provisions of the Uniform Development Certificates Act.

On June 1, 2007.

County of

Marion

STATE OF OREGON.
AMMENDED
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
NORTON CREST PERTAINING TO LOT #7 ONLY

Article III

1. Dwelling Units
   a) The dwelling unit contains at least 1,500 square feet in a single story
      home, and at least 1,250 square feet on the first level of a two-story home.
   c) Brick or stone is required as accent for the front of each home. No
      T-111 to be used as siding of any home.
   g) If repainting home in existing color – no approval necessary from the
      Design Review/Architectural Committee.
   h) The Design Review/Architectural Committee determines fence height and
      types or material. Six foot solid fence for front of home (from sides) and
      each side with neighbors then post and rail cedar permitted along back of
      lot and river.
   i) Exterior colors to consist of earth tones, light colors. The intent of this is
      no bright colors that would detract from the quality of homes in the sub-
      division.

5. Landscaping and Unlandscaped Areas
   a) Pertaining to Lot Numbers 7 – 13
      Landscaped as defined by the front and back yards will be manicured and
      irrigated. The remaining portion of the lot will not need to be irrigated but
      rather left as natural landscape.
   d) No existing tree greater than six (6) inches in diameter shall be
      removed without prior review and written approval from the City of
      McMinnville.

8. Livestock and Other Animals
   Pertaining to Lot #7 – due to the size of the lot, it has been further
   determined to allow the McMinnville Zoning Ordinances (ORD No. 3380)
   regarding Fowl & Rabbits only. At current time this reflects the following,
   twelve (12) fowl or rabbits may be maintained on a lot in an R-1 or R-2
   zoned residential property. No enclosure or pen for animals shall be closer
   than 70 feet to a front lot line or 25 feet to a side lot line. If this ordinance
   changes a further determination would be required.

Article IV

9. Entry for Inspection
   Any members of the Design Review /Architectural Control Committee may
   at any reasonable hour or hours, after reasonable notice to the owner, may
   enter in and inspect any lot and improvement thereon for the purpose of
   determining compliance with the approved plans and specifications or
   compliance with the CC&R’s provided herein and such members shall not
   be thereby deemed guilty of any manner of trespass for such entry or
   inspection. Owner does have the right to be in attendance at this inspection
   with reasonable notice given by the committee.

Signature, Stan Mishler – Design Review Committee  

Date  9-27-07

Multi Development, LLC

Date
STATE OF OREGON
COUNTY OF MARION

This instrument was acknowledged before me on September 26, 2007 by Bo Rushing-Barnes, as member of Multi-Development, LLC

Notary Public for Oregon
My Commission Expires:

This instrument was acknowledged before me on September 27, 2007 by Stan Mishler as Design Review Architectural Control Committee Director for Norton Crest.

Notary Public for Oregon
My Commission Expires: Aug 12, 2011
AMENDED
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
NORTON CREST PERTAING TO LOT #7 ONLY

Article III

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   a) The dwelling unit contains at least 1,500 square feet in a single story home, and at least 1,250 square feet on the first level of a two-story home.
   e) Brick or stone is required as accent for the front of each home. No T-111 to be used as siding of any home.
   g) If repainting home in existing color — no approval necessary from the Design Review/Architectural Committee.
   h) The Design Review/Architectural Committee determines fence height and types or material. Six foot solid fence for front of home (from sides) and each side with neighbors then post and rail cedar permitted along back of lot and river.
   l) Exterior colors to consist of earth tones, light colors. The intent of this is no bright colors that would detract from the quality of homes in the subdivision.

5. Landscaping and Unlandscaped Areas
   a) Pertaining to Lot Numbers 7 – 13
      Landscaped as defined by the front and back yards will be manicured and irrigated. The remaining portion of the lot will not need to be irrigated but rather left as natural landscape.
   d) No existing tree greater than six (6) inches in diameter shall be removed without prior review and written approval from the City of McMinnville.

8. Livestock and Other Animals
   Pertaining to Lot #7 – due to the size of the lot, it has been further determined to allow the McMinnville Zoning Ordinances (ORD No. 3380) regarding Fowl & Rabbits only. At current time this reflects the following, twelve (12) fowl or rabbits may be maintained on a lot in an R-1 or R-2 zoned residential property. No enclosure or pen for animals shall be closer than 70 feet to a front lot line or 25 feet to a side lot line. If this ordinance changes a further determination would be required.

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   Any members of the Design Review /Architectural Control Committee may at any reasonable hour or hours, after reasonable notice to the owner, may enter in and inspect any lot and improvement thereon for the purpose of determining compliance with the approved plans and specifications or compliance with the CC&R’s provided herein and such members shall not be thereby deemed guilty of any manner of trespass for such entry or inspection. Owner does have the right to be in attendance at this inspection with reasonable notice given by the committee.

Signature, Stan Mishler – Design Review Committee

[Signature]

Multi Development, LLC

Date

[Date]
STATE OF OREGON
COUNTY OF MARION

This instrument was acknowledged before me on September 26, 2007 by Bo Rushing-Barnes, as member of Multi-Development, LLC

Liz Beatty
Notary Public for Oregon
My Commission Expires: October 11, 2009

This instrument was acknowledged before me on September __, 2007 by Stan Mishler as __________________ of the Design Review Committee for Norton Crest.

________________________
Notary Public for Oregon
My Commission Expires: __________________

[Signature]
NORTON CREST
in
SOUTHEAST QUARTER OF SECTION 22
TOWNSHIP 4 SOUTH, RANGE 4 WEST
WILLAMETTE MERIDIAN
CITY OF McMinnville
YAMHILL COUNTY, OREGON
MARCH 21, 2007
SHEET 2 of 3

NARRATIVE

This plat is the result of City of McMinnville Planning Department File No. 59-06.

I surveyed the boundary of the tract hereby being subdivided in 2006 by CS 12215 and am using the same field survey control network for this plat. Thus I shew the same data around the exterior of the parent tract, except along the Northeast - Southwest diagonal portion of the east property line. For CS 12215 I did not do a complete analysis of deeds or surveys pertaining to that diagonal portion of the east property line. My research revealed inconsistencies in surveys and deeds. The following surveys involved that DC: CS 2297 (dated 1912), Resettlement Survey of Unit 26 (1930), CS 2924 (1941), CS 3886 (1965), CS 4926 (1970), CS 6472 (1976), MCAER MAIN Subdivision (1976), Partition Plot 2000-27, CS 11274 (2000), Partition Plot 2002-32. Most of the surveys held the page of point 54 (set by CS 2297) as defining the SE and the diagonal line. The Resettlement Survey and CS 3886 did not.

Lend the SE of the diagonal line was conveyed to James and Maxine Campbell in 1927 by Book 96, Page 96, Yamhill County Deed Records. Since then deeds and surveys have called to the Campbell line. The issue is the best procedure for surveying the line.

Data in the Campbell deed differ from CS 2297 but deed calls to bearing trees match those on the survey, making it clear that the intention is to hold the diagonal line as surveyed by CS 2297.

The Resettlement Survey marks reference to the Campbell's property but, since field notes are incorrect, it is not certain that the surveyors diagonal line was intended to be the Campbell property line. The Resettlement Survey bearing for the line (stated to be "right line") is nearly 3 degrees different than the bearing 2 degrees different than the bearing from CS 2297. This is not nearly surprising, though, since none of these documents state their actual basis of bearings.

In 1935, by Book 116, Page 115, John and Fay Kowalczuk filed title to land west of Campbell. The deed has conflicting elements in that the parent tract is described by lots which, for the most part, matches CS 2297, while land excepted out of the conveyance (referred to by grantees, Victor Delashmutt) is described by data which matches the Resettlement Survey. The Resettlement Survey marks reference to the Delashmutt property. Data in Deed Volume 84, Page 652 (1987), conveying the property north of Kowalczuk and Campbell, matches the Resettlement Survey data but calls in the Delashmutt and Campbell lines. Surveys made by Kowalczuk questioned some parts of the townsite, but no surveyor has yet tried the original monuments from the Resettlement Survey.

I am holding this survey, CS 12215, which holds Mr. Springer's survey, CS 11274 - the south line being defined by the 5/6th rod by CS 4732 and the 5/6th rod by CS 3886. Mr. Ying's survey (CS 6472) defined the diagonal line - the Campbell deed line - holding monuments from CS 2297 and CS 4926. (I believe CS 4926 tried to redefine CS 2924 which was done on behalf of Campbell.) Mr. Ying's road was intended to be on the Campbell line as evidenced by his Surveyor's Certificate for the plat of RIVER PARK, which cells to the Campbell line.

I am not holding the diagonal line formed by the Resettlement Survey monuments because no other surveyor has honored it and because there is no definitive evidence that the Resettlement Survey intended to monument the Campbell line. Also, the Resettlement Survey did not make reference to CS 2297.

I am not holding the line defined by Partition Plot 2002-32 because Mr. McDonald was inconsistent in holding monuments from CS 4926 while rejecting Mr. Ying's 5/6th rod (CS 6472) which was set based on monuments from CS 4926. Mr. McDonald chose to hold the original relationship from CS 2297. That angle actually conflict with the Campbell deed though the deed does refer to the same corners as CS 2297 (the bearing trees calls are the same). The monuments and CS 2297, CS 4926 and CS 6472 are in good condition and position. They represent the best evidence of original surveys of the Campbell line and I believe they should be held. Note that the terrain is steep, brushy, unstable and difficult to survey. There is no fence or other evidence of occupation to the diagonal line.

I intersected the CS 3886 line with the Campbell line (as defined by CS 6472) to compute the true SE corner of my client's property.

I am holding surveys, CS 12215, which holds Mr. Springer's survey, CS 11274 - the south line being defined by the 5/6th rod by CS 4732 and the 5/6th rod by CS 3886. Mr. Ying's survey (CS 6472) defined the diagonal line - the Campbell deed line - holding monuments from CS 2297 and CS 4926. (I believe CS 4926 tried to redefine CS 2924 which was done on behalf of Campbell.) Mr. Ying's road was intended to be on the Campbell line as evidenced by his Surveyor's Certificate for the plat of RIVER PARK, which cells to the Campbell line.

I am not holding the diagonal line formed by the Resettlement Survey monuments because no other surveyor has honored it and because there is no definitive evidence that the Resettlement Survey intended to monument the Campbell line. Also, the Resettlement Survey did not make reference to CS 2297.

I am not holding the line defined by Partition Plot 2002-32 because Mr. McDonald was inconsistent in holding monuments from CS 4926 while rejecting Mr. Ying's 5/6th rod (CS 6472) which was set based on monuments from CS 4926. Mr. McDonald chose to hold the original relationship from CS 2297. That angle actually conflict with the Campbell deed though the deed does refer to the same corners as CS 2297 (the bearing trees calls are the same). The monuments and CS 2297, CS 4926 and CS 6472 are in good condition and position. They represent the best evidence of original surveys of the Campbell line and I believe they should be held. Note that the terrain is steep, brushy, unstable and difficult to survey. There is no fence or other evidence of occupation to the diagonal line.

I intersected the CS 3886 line with the Campbell line (as defined by CS 6472) to compute the true SE corner of my client's property.

The Yamhill County Surveyor informed me that there is "...simple documentation..." in support of the South Yamhill River being considered a "navigation" stream. Thus, per ORS 274.025, the State of Oregon owns the Mean High Water Line. I did not survey the water line. I downloaded an aerial photo from the City of McMinnville GIS website, scanned it and overlaid it on my map. I graphically approximated the river centerline and bank then computed a simple curve to approximate the Mean High Water Line. I believe that this more accurately represents the property boundary than the 1936 Resettlement Survey (and subsequent deed) and gives a more accurate area for Lot 7.

<table>
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<th>Chord Bear.</th>
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NORTON CREST
in
SOUTHEAST QUARTER of SECTION 22
TOWNSHIP 4 SOUTH, RANGE 4 WEST
WILLAMETTE MERIDIAN
CITY OF McMinnville
YAMHILL COUNTY, OREGON

MARCH 21, 2007
SHEET 3 of 3

SURVEYOR’S CERTIFICATE

Theodore J. Langton, a registered Professional Land Surveyor in the State of Oregon, say that I have correctly surveyed and marked with proper monuments the land represented on this subdivision plat. The land is described as follows:

Beginning at a 5/8” iron rod at the northeast corner of Parcel 2 of Partition Part 2006-27, in the Southeast Quarter of Section 22, Township 4 South, Range 4 West, Willamette Meridian, City of McMinnville, Yamhill County, Oregon; thence along the north line of said Parcel and the north line of NORTON ESTATES, a recorded Subdivision, to a 5/8” iron rod at the northwest corner of Lot 2 of said Subdivision, being on the northerly right-of-way line of NE Norton Lane; thence along said right-of-way line, N 01°38’00”E 50.86 feet to a 5/8” iron rod; thence continuing N 01°38’00”E 0.40 feet; thence leaving said right-of-way line, S 69°27’00”E 15.00 feet to a 5/8” iron rod; thence along the arc of a 425.00 foot radius curve right (Chord bears S 69°27’00”E 15.00 feet) 50.86 feet to a 5/8” iron rod; thence along the arc of a 20.00 foot radius curve left (Chord bears N 01°38’00”E 29.92 feet) 33.91 feet to a 5/8” iron rod; thence continuing S 84°44’00”W 256.69 feet, more or less, to the mean high water line of the South Yamhill River; thence southeasterly along said mean high water line 534 feet, more or less, to a point on the west line of RIVER PARK, a recorded Subdivision, said point also being on the north line of that tract conveyed to James and Lois Campbell per Book 88, Page 69, Yamhill County Deed Records, and from which point a 5/8” iron rod at the northeast corner of Lot 22 of said Subdivision lies T 30°42’52”N; thence S 20°42’52”W 676.78 feet, more or less, to a point on the north line of that tract conveyed to John and Flo Moloney per Book 116, Page 10, said Deed records, from which point a 3/4” iron pipe line lies S 89°36’45”E 0.40 feet; thence along said Moloney line, N 89°36’45”W 658.16 feet to a 5/8” iron rod at the southeast corner of said Parcel 2; thence N 01°38’00”E 407.70 feet to the point of beginning.

DECLARATION

Know all men by these presents that Multi-Development, LLC, is the recorded owner of the land represented on this subdivision plat, and more particularly described in the accompanying Surveyor’s Certificate, and has caused same to be surveyed and platted into Lots as shown on the accompanying map and to be dedicated “NORTON CREST.”

We hereby create the Utility Easements as shown on Sheet 1.

We hereby create the Sanitary Sewer and Storm Drain Easement as shown on Sheet 1 and dedicate it to the City of McMinnville.

We hereby dedicate to public use forever, as street rights-of-way, the strips of land referred to as NE DESTINY DRIVE, NE COLE AVENUE and NE HAVEN LANE, as shown on Sheet 1.

Bonita K. Rushing-Barnes
STATE OF OREGON
COUNTY OF Yamhill

BRANDON

Signature

Linda K. Vehrs
State of Oregon
Notary Public

My Commission Expires 06/09/2008

APPROVALS:

Planning Commission Chairman

City of McMinnville

Date

Community Development Director

City of McMinnville

Date

Rural & Light Commission Chairman

City of McMinnville

Date

Yamhill County Commissioner

Date

Yamhill County Commissioner

Date

Yamhill County Commissioner

Date

Yamhill County Assessor

Date

Yamhill County Tax Collector

Date

STATE OF Oregon
COUNTY OF Yamhill

Uniqua Bank, beneficiary of that certain Trust Deed recorded as Document No. 2006-31279, Yamhill County Records, has given consent to this Subdivision via affidavit recorded as Document No. 2007029450, said Records.

NOTES

1) Pursuant to City of McMinnville ORD. 4082, a surety bond shall be paid by each Lot at the time of application for a building permit.

2) This Subdivision is subject to Covenants, Conditions and Restrictions recorded in instrument No. 2006114734, Yamhill County Deed Records.

This drawing is an exact copy of the original plat.

Theodore J. Langton
Registered Professional Land Surveyor

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21st day of March, 2007.

Theodore J. Langton
Registered Professional Land Surveyor

FROM FILE TO FILE