WHEREAS, the undersigned are the respective owners of portions of the hereinafter described real premises which has been subdivided and known as OXBERG LAKES ESTATES SUBDIVISION, Yamhill County, Oregon.

WHEREAS, it is the desire of the undersigned to impose certain covenants and restrictions upon the hereinafter described real premises for the purposes of uniform development, use, and construction upon the following described real premises, to-wit:

-----Lots 1, 2, 3, 5, 6, 7, and 8 of OXBERG LAKES ESTATES SUBDIVISION in Yamhill County, Oregon.-----

THEREFORE, it is hereby agreed that the following covenants and restrictions are imposed upon the above described real premises:

RESIDENTIAL AREA COVENANTS

1. ARCHITECTURAL CONTROL. No buildings, commercial or private residential, shall be erected or placed upon any lot until the construction plans and specifications and plans showing the location has been approved by OXBERG PROPERTIES, INC., an Oregon corporation, the sub-divider or their successors or assigns in the interest of the real premises as sub-dividers.

2. PRIVATE RESIDENCE SIZE: Any private residence constructed upon any lot shall have a living area of not less than 1,350 square feet which may be of more than one (1) level but shall exclude garage or carport, thereto.

3. BUILDING LOCATION. (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, nor nearer than 20 feet to any side street line. (b) No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 5 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line. (c) For the purposes of this covenant, eaves, dormer, and open porches shall not be considered.  

Page 1 - Covenants and Restrictions
as a part of a building provided however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

4. EASEMENTS. Easements for installation and maintenance of utilities shall be maintained continuously by the owner of each lot where they exist, except for those improvements for which a public authority or utility company is responsible. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower, or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within this subdivision. All purchasers of lots or tracts within this subdivision, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.

5. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

7. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

8. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

9. SIGN DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and Page 2 - Covenants and Restrictions.
a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement.

No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

GENERAL PROVISIONS

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in party.

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

Dated this 6th day of June, 1969.

OXBERG PROPERTIES, INC.
By Willis J. Spangler
President

By Ethel A. Bisby
Secretary

STATE OF OREGON

County of Yamhill

On this 6th day of June, 1969, personally appeared WILLIS F. SPANGLER and ETHEL A. BISBY, who, being duly sworn each for himself and not one for the other, did say that the former is the President and that the latter is the Secretary of OXBERG PROPERTIES, INC., an Oregon corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me, Notary Public for Oregon
a line connecting them at points 25 feet from the intersection of the
street lines, or in the case of a rounded property corner from the in-
tersection of the street property lines extended. The same sight-line
limitations shall apply on any lot within 10 feet from the intersection
of a street property line with the edge of a driveway or alley pavement.
No tree shall be permitted to remain within such distances of such in-
tersections unless the foliage line is maintained at sufficient height
to prevent obstruction of such sight lines.

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any covenant either to restrain violation or to recover damages.

SEVERABILITY. Invalidation of any one of these covenants by
judgment or court order shall in no way affect any of the other pro-
visions which shall remain in full force and effect.

Dated this 6th day of June, 1969.

OXBERG PROPERTIES, INC
By
President

By
Secretary

STATE OF OREGON

County of Yamhill

ss.

On this 6th day of June, 1969, personally appeared
WILLIS F. SPANGLER and ETHEL A. BIXBY, who, being duly sworn each for
himself and not one for the other, did say that the former is the Presi-
dent and that the latter is the Secretary of OXBERG PROPERTIES, INC.,
an Oregon corporation, and that the seal affixed to the foregoing in-
scription is the corporate seal of said corporation and that said instru-
cement was subscribed and sealed in behalf of said corporation by authority of
both said signers and each of them acknowledged said instrument to
be their free act and deed.

Before me:
Notary Public for Oregon
My Comm. Expires: 7/31/80
AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
OXBERG LAKES ESTATES DIVISION TWO

DECLARATION

THIS DECLARATION, made this 17th day of July, 1987, by
OXBERG PROPERTIES, INC., an Oregon corporation, hereinafter called the
"Developer":

WITNESSETH:

WHEREAS, OXBERG Properties, Inc. desires to amend in their entirety
those certain Covenants and Restrictions recorded at Film Volume 78, page 070 of
the Deed and Mortgage Records of Yamhill County, Oregon, insofar as said
Covenants and Restrictions currently apply to OXBERG Lakes Estates Division Two,
Yamhill County, Oregon; and

WHEREAS, OXBERG Properties, Inc. is the owner of the real property
described in this Declaration and desires to create thereon residential subdivi-
sions with common access facilities for the benefit of said subdivisions.
This subdivision shall be referred to as the "OXBERG Lakes Estates Division
Two", which at the time of adoption of these amended Covenants and Restrictions
consists of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 1, and Lots 1, 2, 3, 4
and 5, Block 2, OXBERG Lakes Estates Division Two, Yamhill County, Oregon.

ARTICLE I

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

Section 1. "Building" shall mean a single unit building comprising a
part of the property.

Section 2. "Common Expenses" shall mean the expenses of adminis-
tration, maintenance, repair or replacement of the access roadway, expenses
agreed upon as common by the owners, and expenses declared common by this
Declaration.

Section 3. "Declaration" shall mean this master deed, plus amendments
and supplements thereto.

Section 4. "Lot" shall mean a part of the property, including a
building of one or more rooms intended for any type of independent use, and with
a direct exit to a public street or highway or to a common area or areas leading to
a public street or highway.

Page 1
Section 5. "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 6. "Private Commons" shall mean parks, common, streets, footways, buildings, structures, walls, roofs, personal properties, and any and all other properties maintained for the common benefit and enjoyment of all of the owners.

Section 7. "Properties" or "Property" shall mean the land, whether leasehold or in fee simple, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are under this Declaration.

ARTICLE II

PROPERTIES SUBJECT TO THE DECLARATION

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

ARTICLE III

PROPERTY RIGHTS IN PRIVATE COMMONS

Section 1. Owners' Easement of Enjoyment. Every member shall have a right and easement of enjoyment in and to the public access commons and such easement shall be appurtenant to and shall pass with the title to every lot or living unit.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. The Developer shall retain responsibility for all maintenance and replacement costs incurred during the three years immediately
ARTICLE VI
BASEMENTS

Section 1. The Developer reserves for the benefit of the tract those areas designated on said plat as easements and rights-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.

ARTICLE VII
BUILDING RESTRICTIONS

Section 1. Square Feet to be Contained in any House Constructed. Any house constructed shall have a minimum area of 1,750 square feet of living area exclusive of garage area.

Section 2. Set-back Requirements. The minimum side yard requirement for a single-family lot shall be 20 feet. Front and rear yard set-back requirements shall be 30 feet, save and except those lots where a special building line is shown on the final plat.

Section 3. Restrictions on Carports. No carports shall be allowed in the development. Indoor parking shall be provided by means of entirely closed parking facilities or garages.

Section 4. Roofs shall be cedar shake, cedar shingles, or tile. Under no circumstances will asphalt shingles or fiber glass shingles be permitted.

Section 5. Lot Maintenance. In the event that any lot owner does not commence construction of a residence on said lot upon completion of all site improvements, he shall plant said lot as a lawn. The lot shall thereafter be maintained as a lawn until a residence is constructed. In the event that the owner does not maintain the lot, he agrees to pay Oberg Properties, Inc. a monthly fee of $25.00 to perform such maintenance service.

Section 6. 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 Developer approves the plans and specifications, whichever is later.

Section 7. Signs. Once the initial sale of lots in the subdivision, no owner or occupant shall post any advertisement, posters or signs of any kind on the property. This prohibition shall not include political signs prior to elections, or "For Sale" or "For Rent" signs not exceeding eighteen inches (18") high by twenty-four inches (24") wide.
following completion of construction of the public access roadway known as "Bird Haven Loop" located within the premises described on Exhibit "A".

Section 2. After the period specified in Section 1 of this paragraph, and until acceptance of such roadway into the county road system by action of the County Commissioners, all property owners shall be responsible for capital replacement and repair of the common public access roadway known as "Bird Haven Loop" located within the premises described on Exhibit "A".

ARTICLE V
ARCHITECTURAL REVIEW

Section 1. Lot owners will not construct, alter or maintain any improvement on the premises until:

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

(b) Such plans and specifications have been approved in writing by the Developer. Approval of said plans and specifications may be withheld because of their noncompliance with any of the restrictions and conditions contained herein.

(c) If at any time the lot owner shall have submitted to the Developer plans and specifications and the Developer 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 Developer. Similarly such restrictions shall apply to action upon any revised plans and specifications. Upon completion of the improvement and notice to the Developer, the Developer 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 Developer shall either approve said improvement or notify the lot owner of changes necessary to comply with the plans and specifications. In the event the Developer does not act within said ten (10) day period, the improvement shall conclusively be deemed to be satisfactory to the Developer. All communications to the Developer shall be delivered by hand or mail to the Developer at its office in Neeseberg, Oregon.
Section 8. Siding. All buildings shall have siding materials on all sides of every structure or improvement placed on the premises. Acceptable siding materials shall consist of minerite, plywood, cedar, stucco or brick. Alternative types of siding of equal or greater quality may be approved by the Developer.

ARTICLE VIII
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 Developer for granting such a permit.

Section 3. Commercial Business. No commercial business of any type shall be allowed to be established on or operated from this development, unless such development shall have gained approval from appropriate zoning authorities.

Section 4. Nonmoveable Motor Vehicles. No nonmoveable motor vehicle shall be stored, parked or kept upon said lots or tracts in open and plain view any motor vehicle which is in a rusted, 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 5. 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 6. 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 7. Refuse or Garbage. No lot or part thereof shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Yard waste, dirt, and other materials resulting from yard maintenance or landscaping work shall not be dumped onto streets or surrounding properties. This prohibition shall not include a well-maintained compost pile.

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

Section 2. Enforcement. The Developer, any Owner, or any voluntary association of Owners, 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 Developer or by any owner, or group of owners, 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 County Police, Fire and Ambulance. All streets, roads, and ways located upon the property, or located upon property subsequently annexed by the Developer pursuant and subject to these covenants and restrictions shall be open for use by the police, fire and ambulance departments to provide any services required within their assigned responsibilities. The appropriate public agencies shall also have full authority to enter upon said streets, roads and ways to enforce all ordinances of the county and traffic laws of the State of Oregon and to issue citations for any violations thereof.

Section 4. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions herein which shall remain in full force and effect.
Section 5. Amendments. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than sixty percent (60%) of the lot owners. Any amendment must be properly recorded. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by one hundred percent (100%) of the owners of said property, including the Developer.

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

DATED this __ day of Nov., 1987.

OXBERG PROPERTIES, INC.

Consented to by:

By: [Signature] (Paul)

By: [Signature] (Felicity)

STATE OF OREGON, County of Yamhill ss.

Personally appeared [Signature], who, being duly sworn, each for himself and not one for the other, did say that the former is the President and that the latter is the Secretary-Treasurer of OXBERG PROPERTIES, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument is signed and sealed in behalf of said corporation by authority of its board of directors, and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

[Signature]

Notary Public for Oregon
My Commission Expires: 2-14-68

STATE OF OREGON) ss.

COUNTY OF YAMHILL)

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

COUNTY CLERK

98736

Page 7

11-18-87
CORRECTIVE AMENDMENT TO
AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR
OXBERG LAKES ESTATES, DIVISION TWO

DECLARATION

THIS CORRECTIVE AMENDMENT TO AMENDED DECLARATION, made this 21st day of February, 1988, by OXBERG PROPERTIES, INC., an Oregon corporation, hereinafter called the "Developer";

WITNESSETH:

WHEREAS, the Developer on November 18, 1987, made and executed an Amended Declaration of Covenants and Restrictions for Oxberg Lakes Estates, Division Two, which Amended Declaration was recorded November 18, 1987 in Film Volume 218 at page 383, Deed and Mortgage Records; and

WHEREAS, Developer now desires to amend Article VI of said Amended Declaration in order to clarify the nature and extent of easements set forth on the recorded plat of Oxberg Lakes Estates, Division Two, recorded at Volume 16, page 36, of the Plat Records of Yamhill County, Oregon; and

WHEREAS, it being necessary and convenient to specify the nature and extent of said easements as said easements relate to the reservation of Developer of rights relating to provision of potable water and nonpotable water to the customers of Oxberg Water Co. for domestic and fire protection purposes; and

WHEREAS, the exact location of said easements on the recorded plat of Oxberg Lakes Estates, Division Two, was delineated on said plat but not described in metes and bounds thereon;

NOW, THEREFORE, Article VI of the aforementioned Amended Declaration is corrected and amended in its entirety to read as follows:

ARTICLE VI

EASEMENTS

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

Section 2. The Developer expressly reserves for the benefit of
Developer, Developer's successors and assigns, Osberg Water Co. and its successors and assigns, and for the benefit of all present and future water customers of Osberg Water Co. or its replacement, successor or assign, easements as follows:

A. An easement for access to, transmission of and the use of lake waters stored in and behind the lake and dam located on Lots 8, 9 and 10, Block One, Osberg Lakes Estates, Division Two, for fire protection purposes. Said easement shall be over and across Easements "A", "B" and "C" as shown on the recorded plat of Osberg Lakes Estates, Division Two.

B. An easement, as shown on the recorded plat of Osberg Lakes Estates, Division Two, as Easements "A", "B" and "C" for access to, including ingress to and egress from, that certain dam located on Lots 9 and 10, Block One, Osberg Lakes Estates, Division Two, and for the use of, and maintenance of, that certain dam located on said premises. Said easement shall include the right to reconstruct, maintain and repair said dam to insure its future stability and the continued availability of stored waters located behind said dam.

C. An easement for access to, including ingress to and egress from, a certain sump and pump station to be constructed and maintained by Osberg Water Co., its replacement, successors and assigns. Said easement shall be located and described as Easements "A" and "B" as shown on the recorded plat of Osberg Lakes Estates, Division Two, and shall provide access for construction, reconstruction, maintenance and repair of such access road and sump pump station both by maintenance vehicles and personnel and by emergency vehicles and personnel utilizing such waters for fire protection or other related purposes.

D. An easement for access to, including ingress to and egress from, a certain well and appurtenant water facilities, and for the exclusive use of and exclusive right to draw waters from said water well and facilities, and for the further right to construct, reconstruct, repair and maintain such well and water system facilities. Said easement shall be located on Easements "A" and "B" shown on the recorded plat of Osberg Lakes Estates, Division Two.

Section 3. The real premises which are subject to easements described and shown as Easements "A", "B" and "C" on the recorded plat of Osberg Lakes Estates, Division Two, are more particularly described in metes and bounds as follows, etc.
Easement "A":

See Exhibit "A" for legal description of Easement "A".

Easement "B":

See Exhibit "B" for legal description of Easement "B".

Easement "C":

See Exhibit "C" for legal description of Easement "C".

IN ALL OTHER RESPECTS, said Amended Declaration of Covenants and Restrictions for Oberg Lakes Estates, Division Two, shall remain the same, and in full force and effect.

OXBERG PROPERTIES, INC.

By: [Signature]

By: [Signature]

"Developer"

STATE OF OREGON, County of Yamhill )ss. February 9, 1988

Personally appeared WILLIS F. SPANGLER and ETHEL A. BIXBY, who, being duly sworn, each for himself and not one for the other, did say that the former is the President and that the latter is the Secretary-Treasurer of OXBERG PROPERTIES, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of
directors; and each of them acknowledged said instrument to be his voluntary act
and deed.

Before me:

[Signature]

Notary Public for Oregon
My Commission Expires: 2-11-21

4 - CORRECTIVE AMENDMENT TO DECLARATION
EXHIBIT "A"

EASEMENT "A"

An easement in the Northeast Quarter of Section 16, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, being that easement designated as Easement "A" in Lot 8, Block 1 of the plat of Osberg Lakes Estates Division Two as recorded in Volume 10, Page 36 of plats and being described as follows: Beginning at the Southeast corner of said Lot 8; thence N 19° 28' 30'' E, 71.35 feet along the east line of said Lot; thence N 70° 31' 30'' W, 20.00 feet; thence S 19° 28' 30'' W, 50.00 feet to the south line of said Lot; thence Southeasterly along said south line 30 feet more or less to the point of beginning.

EXHIBIT "B"

EASEMENT "B"

An easement in the Northeast Quarter of Section 16, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, being that easement designated as Easement "B" in Lot 9, Block 1 of the plat of Osberg Lakes Estates Division Two as recorded in Volume 10 of plats, Page 36 and being described as follows: Beginning at the Southwest corner of said Lot 9; thence N 19° 28' 30'' E, 230.00 feet along the west line of said Lot; thence S 70° 31' 30'' E, 116.76 feet to the east line of said Lot; thence S 02° 52' 40'' W, 30.50 feet along said East line; thence N 70° 31' 30'' W, 95.47 feet to a point that is 30 feet easterly from, when measured perpendicular to, the west line of said Lot; thence S 19° 28' 30'' W, 217.36 feet parallel with said west line to the south line of said Lot; thence Northwesterly, 35 feet more or less, along said south line to the point of beginning.
EXHIBIT "C"

BASEMENT "C"

An easement in the Northeast Quarter of Section 16, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, being that easement designated as Basement "C" in Lot 10, Block 1 of the plat of Cuberg Lakes Estates Division Two as recorded in Volume 10 of plats, Page 36 and being described as follows: Beginning at a point in the west line of said Lot 10 that is S 02° 52' 40" N, 137.15 feet from the Northwest corner of said Lot, said point of beginning being N 02° 52' 40" E, 30.00 feet from an iron rod at an angle corner in the West line of said Lot; thence N 02° 52' 40" E, 30.50 feet along said West line; thence N 84° 24' 50" W, 118.54 feet to the east line of said Lot 10; thence S 07° 35' 30" E, 15.09 feet to an angle corner in the east line of said Lot 10; thence S 04° 56' 40" W, 15.35 feet along said East line; thence S 84° 24' 50" W, 120.75 feet to the point of beginning.

STATE OF OREGON

COUNTY OF YAMHILL

I, CHARLES PERKINS, COUNTY CLERK,

RESTATE
AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
OXBERG LAKES ESTATES DIVISION TWO

DECLARATION

THIS DECLARATION, made this 2. day of February, 1969, by
OXBERG PROPERTIES, INC., an Oregon corporation, hereinafter called the

"Developer";

WITNESSETH:

WHEREAS, Oxberg Properties, Inc. desires to restate in their entirety
those certain Covenants and Restrictions recorded at Film Volume 78, Page 070,
of the Deed and Mortgage Records of Yamhill County, Oregon, as previously
amended at Film Volume 218, Page 383, and corrected at Film Volume 220, Page 29,
insofar as said Covenants and Restrictions currently apply to Oxberg Lakes
Estates Division Two, Yamhill County, Oregon; and

WHEREAS, Oxberg Properties, Inc. is the owner of the real property
described in this Declaration and desires to create therein residential sub-
divisions with common access facilities for the benefit of said subdivisions.
This subdivision shall be referred to as the "Oxberg Lakes Estates Division
Two", which at the time of adoption of these Amended Covenants and Restrictions
consists of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 1, and Lots 1, 2, 3, 4
and 5, Block 2, Oxberg Lakes Estates Division Two, Yamhill County, Oregon; and

WHEREAS, Oxberg Properties, Inc. has deemed it desirable for the
efficient preservation of the values and amenities in said subdivision to create
an agency to which should be delegated and assigned the powers of maintaining,
administering, and enforcing the Covenants and Restrictions and collecting and
disbursing the assessments and charges hereinafter created. This agency shall
be referred to as the "Oxberg Lakes Homeowners' Association".

ARTICLE I

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

Section 1. "Association" shall mean and refer to the Oxberg Lakes
Homeowners' Association, a nonprofit corporation organized and existing under
the laws of the State of Oregon.
Section 2. "Association of Members" shall mean all the owners and other persons entitled to vote, acting as a group, in accordance with the Declaration and Bylaws.

Section 3. "Building" shall mean a single unit building comprising a part of the property.

Section 4. "Common Expenses" shall mean the expenses of administration, maintenance, repair or replacement of the access roadway, expenses agreed upon as common by the owners, and expenses declared common by this Declaration.

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

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

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

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

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

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

ARTICLE II
PROPERTIES SUBJECT TO THE DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the Declaration is
located in Yamhill County, Oregon, and is more particularly described as Osberg Lakes Estates Division Two, all of which said real property shall hereinafter be referred to as “existing property”.

Section 2. Additional Property. Real property including but not limited to that real property described in Exhibit “D” hereto may be annexed and made subject to the jurisdiction of the Association according to the terms and procedures set forth in the Articles of Incorporation and Bylaws of the Osberg Lakes Homeowners’ Association, whereupon automatically it shall be included in any reference herein to “said property” or “said properties”.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

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

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

Class B: Class B member shall be the Developer. The Class B member shall be entitled to two times the votes for each lot or unit owned by a Class A member for the lots within Association properties; provided, however, that the Class B membership shall cease and become converted to Class A membership upon the happening of any of the following events: (a) When fifty percent (50%) of the lots set forth upon this Declaration to be filed have been sold; or (b) on the first day of January, 1998.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot then unsold and in which the Developer holds the interest required for membership under this Declaration.

ARTICLE IV
PROPERTY RIGHTS IN PRIVATE COMMONS

Section 1. Members' Easement of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every member shall have a right and easement of

Page 3
enjoyment in and to the private commons and such easement shall be appurtenant to and shall pass with the title to every lot or living unit.

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

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Developer, for each lot owned by it within the properties, hereby covenants with, and each owner of any lot by acceptance of a deed thereof, 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, including maintenance of, repairs to, and replacement of Bird Haven Loop public access road, 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 G.S. Chapter 88 which governs foreclosures generally. The prevailing party shall
be entitled to attorney's fees as provided by Article X, Section 6 herein.

ARTICLE VI

ARCHITECTURAL REVIEW

Section 1. Lot owners will not construct, alter or maintain any improvement on the premises until:

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

(b) Such plans and specifications have been approved in writing by the Developer. Approval of said plans and specifications may be withheld, because of their noncompliance with any of the restrictions and conditions contained herein.

(c) If at any time the lot owner shall have submitted to the Developer plans and specifications and the Developer 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 Developer. Similarly such restrictions shall apply to action upon any revised plans and specifications. Upon completion of the improvement and notice to the Developer, the Developer 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 Developer shall either approve said improvement or notify the lot owner of changes necessary to comply with the plans and specifications. In the event the Developer does not act within said ten (10) day period, the improvement shall conclusively be deemed to be satisfactory to the Developer. All communications to the Developer shall be delivered by hand or mail to the Developer or its office in Newberg, Oregon.

ARTICLE VII

EASEMENTS

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

Section 2. The Developer expressly reserves for the benefit of Developer, Developer's successors and assigns, Oberg Water Co. and its successors and assigns, and for the benefit of all present and future water customers of Oberg Water Co. or its replacement, successor or assign, easements as follows:

A. An easement for access to, transmission of and the use of lake waters stored in and behind the lake and dam located on Lots 8, 9 and 10, Block One, Oberg Lakes Estates, Division Two, for fire protection purposes. Said easement shall be over and across Easements "A", "B" and "C" as shown on the recorded plat of Oberg Lakes Estates, Division Two.

B. An easement, as shown on the recorded plat of Oberg Lakes Estates, Division Two, as Easements "A", "B" and "C" for access to, including ingress to and egress from, that certain dam located on Lots 9 and 10, Block One, Oberg Lakes Estates, Division Two, and for the use of, and maintenance of, that certain dam located on said premises. Said easement shall include the right to reconstruct, maintain and repair said dam to insure its future stability and the continued availability of stored waters located behind said dam.

C. An easement for access to, including ingress to and egress from, a certain sump and pump station to be constructed and maintained by Oberg Water Co., its replacement, successors and assigns. Said easement shall be located and described as Easements "A" and "B" as shown on the recorded plat of Oberg Lakes Estates, Division Two, and shall provide access for construction, reconstruction, maintenance and repair of such access road and sump pump station both by maintenance vehicles and personnel and by emergency vehicles and personnel utilising such waters for fire protection or other related purposes.

D. An easement for access to, including ingress to and egress from, a certain well and appurtenant water facilities, and for the exclusive use of and exclusive right to draw waters from said water well and facilities, and for the further right to construct, reconstruct, repair and maintain such well and water system facilities. Said easement shall be located on Easements "A" and "B" shown on the recorded plat of Oberg Lakes Estates, Division Two.

Section 3. The real premises which are subject to easements described and shown as Easements "A", "B" and "C" on the recorded plat of Oberg Lakes Estates, Division Two, are more particularly described in metes and bounds as follows, to-wit:
Easement "A":

See Exhibit "A" for legal description of Easement "A".

Easement "B":

See Exhibit "B" for legal description of Easement "B".

Easement "C":

See Exhibit "C" for legal description of Easement "C".

ARTICLE VIII

BUILDING RESTRICTIONS

Section 1. Square Feet to be Contained in any House Constructed. Any house constructed shall have a minimum area of 1,750 square feet of living area exclusive of garage area.

Section 2. Set-back Requirements. The minimum side yard requirement for a single-family lot shall be 20 feet. Front and rear yard set-back requirements shall be 30 feet, save and except those lots where a special building line is shown on the final plat.

Section 3. Restrictions on Carports. No carports shall be allowed in the development. Indoor parking shall be provided by means of entirely closed parking facilities or garages.

Section 4. Roofs shall be cedar shake, cedar shingles, or tile. Under no circumstances will asphalt shingles or fiber glass shingles be permitted.

Section 5. Lot Maintenance. In the event that any lot owner does not commence construction of a residence on said lot upon completion of all site improvements, he shall plant said lot as a lawn. The lot shall thereafter be maintained the same as a lawn until a residence is constructed. In the event that the owner does not maintain the lot, he agrees to pay Oxberg Properties, Inc. a monthly fee of $25.00 to perform such maintenance service.
Section 6. 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 Developer approves the plans and specifications, whichever is later.

Section 7. Signs. Once the initial sale of lots in the subdivision, no owner or occupant shall post any advertisement, posters or signs of any kind on the property. This prohibition shall not include political signs prior to elections, or "For Sale" or "For Rent" signs not exceeding eighteen inches (18") high by twenty-four inches (24") wide.

Section 8. Siding. All buildings shall have siding materials on all sides of every structure or improvement placed on the premises. Acceptable siding materials shall consist of masonite, plywood, cedar, stucco or brick. Alternative types of siding of equal or greater quality may be approved by the Developer.

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 Developer for granting such a permit.

Section 3. Commercial Business. No commercial business of any type shall be allowed to be established on or operated from this development, unless such development shall have gained approval from appropriate zoning authorities.

Section 4. Nonresidential Motor Vehicles. There shall not be stored, parked or kept upon said lots or tracts in open and plain view any motor vehicle which is in a rusted, 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

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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 5. 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 6. 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 7. Refuse or Garbage. No loc or part thereof shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Yard markings, dirt, and other materials resulting from yard maintenance or landscaping work shall not be dumped onto streets or surrounding properties. This prohibition shall not include a well-maintained compost pile.

ARTICLE X

GENERAL PROVISIONS

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

Section 2. Enforcement. The Developer, any Owner, or any voluntary association of Owners, 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 Developer or by any owner, or group of owners, 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 County Police, Fire and Ambulance. All streets, roads, and ways located upon the property, or located upon property subsequently annexed by the Developer pursuant and subject to these covenants and restrictions shall be open for use by the police, fire and ambulance departments to provide any services required within their assigned responsibilities. The appropriate public agencies shall also have full authority to enter upon said streets, roads and ways to enforce all ordinances of the county 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 not in any wise affect any of the other provisions herein which shall remain in full force and effect.

Section 5. Amendments. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than sixty percent (60%) of the lot owners. Any amendment must be properly recorded. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by one hundred percent (100%) of the owners of said property, including the Developer.

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

Dated this 23rd day of February, 1988.

OXBERG PROPERTIES, INC.

By: [Signature]

By: [Signature]

STATE OF OREGON, County of Yamhill 25, 1988

Personally appeared WILLIS J. PIAGLER and
ETHEL A. BURKS who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of OXBERG PROPERTIES, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and

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sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: 2-16-88

STATE OF OREGON, County of Yamhill ) ss. 1988

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

Before me:

Notary Public for Oregon
My Commission Expires: 

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2-23-88
EXHIBIT "A"

EASEMENT "A"

An easement in the Northeast Quarter of Section 16, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, being that easement designated as Easement "A" in Lot 8, Block 1 of the plat of Osberg Lakes Estates Division Two as recorded in Volume 10, Page 36 of plats and being described as follows: Beginning at the Southeast corner of said Lot 8; thence N 19° 28' 30" E, 71.35 feet along the east line of said Lot; thence N 70° 31' 30" W, 20.00 feet; thence S 19° 28' 30" W, 50.00 feet to the south line of said Lot; thence Southeasterly along said south line 30 feet more or less to the point of beginning.

EXHIBIT "B"

EASEMENT "B"

An easement in the Northeast Quarter of Section 16, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, being that easement designated as Easement "B" in Lot 9, Block 1 of the plat of Osberg Lakes Estates Division Two as recorded in Volume 10 of plats, Page 36 and being described as follows: Beginning at the Southwest corner of said Lot 9; thence N 19° 28' 30" E, 230.00 feet along the west line of said Lot; thence S 70° 31' 30" E, 116.76 feet to the east line of said Lot; thence S 02° 52' 40" W, 30.50 feet along said East line; thence N 70° 31' 30" W, 95.47 feet to a point that is 30 feet easterly from, when measured perpendicular to, the west line of said Lot; thence S 19° 28' 30" W, 217.36 feet parallel with said west line to the south line of said Lot; thence Northwesterly, 35 feet, more or less, along said south line to the point of beginning.

- EXHIBITS "A", "B" and "C"
EXHIBIT "C"

EASEMENT "C"

An easement in the Northeast Quarter of Section 16, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, being that easement designated as Easement "C" in Lot 10, Block 1 of the plat of Oxberg Lakes Estates Division Two as recorded in Volume 10 of plats, Page 56 and being described as follows: Beginning at a point in the west line of said Lot 10 that is S 02° 52' 40" W, 137.15 feet from the Northeast corner of said Lot, said point of beginning being N 02° 52' 40" E, 30.00 feet from an iron rod at an angle corner in the West line of said Lot; thence N 02° 52' 40" E, 30.50 feet along said West line; thence N 84° 24' 50" E, 118.54 feet to the east line of said Lot 10; thence S 07° 35' 30" E, 15.09 feet to an angle corner in the east line of said Lot 10; thence S 04° 56' 40" W, 15.35 feet along said East line; thence S 84° 24' 50" W, 120.75 feet to the point of beginning.

EXHIBITS "A", "B" and "C"
EXHIBIT D

A tract of land lying in the Benjamin Heater and Wife Donation Land Claim, N0. 1472, Claim No. 50 in Section 16, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows:

BEGINNING at the Southwest corner of the Benjamin Heater Donation Land Claim; thence North along the West line of the Benjamin Heater Donation Land Claim 62 rods, more or less, to the Northwest corner of Lot 2, Block 1, Oxberg Lakes Estates Division Two; thence South 89°34' East, 166.53 feet to the Northeast corner of said Lot 2; thence North 6°11'45" East, 66.74 feet to the Northwest corner of Lot 3, Block 1, Oxberg Lakes Estates Division Two; thence East, 115.98 feet to the Northeast corner of said Lot 3; thence along the North line of Oxberg Lakes Estates Division Two, the following courses and distances: South 66°30' East, 116.64 feet; thence North 85°19' East, 97.19 feet; thence South 61°52' East, 93.63 feet; thence South 61°31' East 151.89 feet; thence leaving the Northerly line of Oxberg Lakes Estates Division Two, North 2°53' East following the West line of Lot 8 of the Original Plat of Oxberg Lake Estates, 294.48 feet to the South line of County Road No. 54; thence East along the South line of County Road No. 54, 560 feet, more or less, to the Northeast corner of Lot 1, Oxberg Lakes Estates; thence South 0°01'30" East along the East line of said Lot 1, a distance of 294.48 feet to the Southeast corner of said Lot 1; thence along the South line of Oxberg Lakes Estates, South 89°58'30" West, 175 feet; thence South 46°22'20" West, 106.5 feet to the Southeast corner of Lot 4, Oxberg Lakes Estates; thence South 51°59'30" West, 92.35 feet; thence South 39° East along the West line of that tract of land conveyed to Oxberg Properties, Inc., an Oregon Corporation, by Deed recorded September 17, 1968 in Film Volume 72, Page 587, Deed and Mortgage Records, 277.8 feet to the North line of that tract of land conveyed to Sylvester J. Burgess, et ux., by Deed recorded October 27, 1966 in Film Volume 207, Page 2076, Deed and Mortgage Records; thence South 69°46'50" North along the North line of the Burgess tract to the Northwest corner thereof; thence South 17°22' East, 311.14 feet to the Southeast corner thereof; thence South 39°52' East 310.47 feet to the Southeast corner of that tract of land conveyed to William Svendsen, et ux., by Deed recorded November 20, 1946 in Book 129, Page 83, Deed Records; thence South 82°54' East, 228.36 feet, more or less, to a point on the South line of the Benjamin Heater Donation Land Claim; thence West along the South line of the Benjamin Heater Donation Land Claim, 109 rods, more or less, to the point of beginning.

SUBJECT to rights of the public in streets, roads, and highways.

SAVE AND EXCLUDING THEREFROM that portion conveyed to Willis Spangler, et ux., by Deed recorded December 12, 1977 in Film Volume 125, Page 503, Deed and Mortgage Records.

FURTHER EXCLUDING that portion lying within the recorded Plat of Oxberg Lakes Estates Division Two.
MEMORANDUM

To: OXBERG LAKE ESTATES HOMEOWNERS ASSOC. MEMBERS
From: BOARD OF DIRECTORS
Subject: STORAGE AND USE OF RECREATIONAL VEHICLES
Date: August 1, 2000

The Board of Directors has received several complaints about violations of the Association’s CC&R’s concerning the use and storage of recreational vehicles and mobile homes. There has been some disagreement regarding exactly what the CC&R’s refer to. It is the duty and responsibility of the Board to address these issues and if necessary provide clarification if language used in the rules is ambiguous and/or open to more than one interpretation.

CC&R Article IX, General Restrictions, Section 2 provides as follows:
“No mobile home, permanent or temporary structure shall be allowed in the development, with the exception of a construction type mobile home to be used only during the period of construction. Approval shall rest with the developer for granting such a permit.”

In order to understand and clarify the language of the CC&R’s, members of the Board have spoken with the developer who prepared the CC&R’s and asked what the intent behind the language “mobile home” was and what was intended to be prohibited. The developer’s response was that he intended to prohibit recreational vehicles (travel trailers and self contained RV’s) from being stored in the open at residences within the development or used as housing except during the construction phase.

In order to provide further understanding and clarification the Board contacted the Oregon Department of Motor Vehicles in order to obtain an “official” definition of “mobile homes”. DMV regulations previously used the term “mobile homes: but now uses the term “manufactured structures: . Manufactured Structures” fall into three (3) categories: Manufactured Dwelling, Recreational Vehicles and Prefabricated Structures.

Under the DMV rules, “Recreational Vehicles” are defined as “Motor Homes” (those recreational vehicles capable of self-propulsion which also provide
facilities for human habitation); "travel trailers" (those recreational vehicles, eight and one-half feet (8 and 1/2 feet) wide or less, which provide facilities for human habitation and which may be towed by a motor vehicle); and "Part Trailers" (those recreational vehicles which are wider that eight and one-half feet (8 and 1/2 feet) and provide for human habitation and which may be towed by a motor vehicle).

It is therefore the determination of the Board of Directors that the term "Mobile Homes" used in the Oxberg Lake Estates Homeowners Association CC&R's refers to what the State of Oregon DMV currently defines as a "manufactured structure" and which is further classified as a "manufactured dwelling, recreational vehicle, or prefabricated structure". Of particular concern to the Board at present are those "manufactured structures" defined as "recreational vehicles".

It is the determination of the Board that the CC&R's of the Association clearly prohibits the outdoor storage, within the development, of motor homes, travel trailers or park trailers except during the construction phase of a residence. There is no prohibition if the motor home, travel trailer or park trailer is maintained in an indoor, completely enclosed storage area which has been approved by the developer as part of the development of a residential lot. The Board is mindful of the need to do cleaning and maintenance on these vehicles and therefore will provide as a Standard Operation Procedure of the Association that Motor Homes, Travel Trailers and Park Trailers may be stored in the open at any residence within the development for a period not to exceed 72 hours prior to and immediately after the vehicle has been used for purposes of loading, unloading and maintenance. At no time shall any of these vehicles be used as a residence or sleeping quarters while in the Development.

This definition and clarification of CC&R Article IX, Section 2 has been adopted by the Oxberg Lake Homeowners Association Board as of July 13, 2000.

[Signature]
Gary Nelson, President

State of Oregon
County of Yamhill

[Seal]

This instrument was acknowledged before me on 9/9/00 by Gary L. Nelson.

[Seal]
my comm exp. 7/20/2003