DECLARATION OF
RESTRICTIONS, CONDITIONS AND COVENANTS
APPLICABLE TO PALMER RIDGE SUBDIVISION

DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS IS
APPLICABLE TO PALMER RIDGE SUBDIVISION.

WHEREAS, PACIFIC CONSTRUCTION, INC HEREINAFTER REFERRED TO AS
THE DECLARANT, IS OWNER OF CERTAIN REAL PROPERTY LOCATED IN
YAMHILL COUNTY, IN THE STATE OF OREGON, KNOWN AS PALMER RIDGE
SUBDIVISION, A DULY RECORDED PLAT:

WHEREAS, THE DECLARANT IS DESIRous TO DECLARE OF PUBLIC RECORD
ITS INTENTIONS TO CREATE CERTAIN RESTRICTIVE CONDITIONS AND
COVENANTS TO THIS OWNERSHIP OF SAID PROPERTY:

NOW, THEREFORE, THE DECLARANT DOES HEREBY CERTIFY AND DECLARE
THAT THE FOLLOWING RESTRICTIONS, CONDITIONS AND COVENANTS SHALL
BECOME AND ARE HEREBY MADE A PART OF ALL CONVEYANCES OF LOTS
WITHIN THE PLAT OF PALMER RIDGE SUBDIVISION, EXCEPT LOT 19 THAT
IS NOT A PART OF THIS DECLARATION, RECORDED IN FILM VOLUME
PAGE
MICROFILM RECORDS OF YAMHILL COUNTY, OREGON. AND
THAT THE FOLLOWING RESTRICTIONS, CONDITIONS AND COVENANTS SHALL
BY REFERENCE BECOME A PART OF ANY SUCH CONVEYANCES AND SHALL
APPLY THERETO AS FULLY AND WITH THE SAME EFFECT AS IF SET FORTH
AT LARGE THEREIN.

ARTICLE I

PROPERTY SUBJECT TO THESE COVENANTS

(1) INITIAL DEVELOPMENT

DECLARANT HEREBY DECLARES THAT ALL OF THE REAL PROPERTY DESCRIBED
ABOVE IS HELD AND SHALL BE HELD, CONVEYED, HYPOTHECATED,
ENCUMBERED, USED, OCCUPIED AND IMPROVED SUBJECT TO THESE
COVENANTS.

ARTICLE II

RESIDENTIAL COVENANTS

(1) LAND USE AND BUILDING TYPE

ALL LOTS SHALL BE USED FOR RESIDENTIAL PURPOSES, NO BUILDING
SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY
LOT OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING AN ATTACHED
PRIVATE GARAGE FOR NOT LESS THAN ONE (1) CARS. THE FOREGOING
PROVISIONS SHALL NOT EXCLUDE THE CONSTRUCTION OF A
PRIVATE GREENHOUSE, STORAGE SHED, 1

PRIVATE SWIMMING POOL, OR FOR

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

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THE STORAGE OF A BOAT AND/OR CAMPING TRAILER KEPT FOR PERSONAL USE, PROVIDED THE LOCATION OF USE STRUCTURES IS IN CONFORMITY WITH THE APPLICABLE MUNICIPAL REGULATIONS, AND IS COMPATIBLE IN DESIGN AND DECORATION WITH THE RESIDENCE CONSTRUCTED ON SUCH LOT.

THE PROVISIONS OF THIS SECTION SHALL NOT BE DEEMED TO PROHIBIT THE RIGHT OF ANY HOMEOWNER TO CONSTRUCT RESIDENCES ON ANY LOT, TO STORE CONSTRUCTION MATERIALS AND EQUIPMENT ON SAID LOTS IN THE NORMAL COURSE OF CONSTRUCTION, AND TO USE A SINGLE FAMILY RESIDENCE AS A SALES OFFICE OR A MODEL HOME FOR THE PURPOSE OF SALES IN PALMER RIDGE SUBDIVISION. NO MANUFACTURED HOMES (MOBILE HOMES) SHALL BE PERMITTED. ALL BUILDINGS CONSTRUCTED SHALL CONFORM TO EXISTING CITY OF DAYTON BUILDING AND ZONING CODES.

(2) DWELLING SIZE AND SETBACKS

THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE-STORY OPEN PORCHES AND GARAGES, SHALL NOT BE LESS THAN 900 SQUARE FEET FOR EACH RESIDENTIAL DWELLING. THE MINIMUM BUILDING SETBACK REQUIREMENTS SHALL BE AS SET BY THE CITY OF DAYTON FOR R-1 ZONING.

(3) BASEMENTS

FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT.

(4) 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.

(5) PARKING

PARKING OF BOATS, TRAILERS, MOTORCYCLES, ONE TON OR LARGER TRUCKS, TRUCK-CAMPERS AND THE LIKE EQUIPMENT SHALL NOT BE ALLOWED ON ANY PART OF SAID PROPERTY NOR ON PUBLIC WAYS ADJACENT THERETO EXCEPTING WHEN PARKED IN THE RESIDENTIAL DRIVEWAY FOR NOT MORE THAN SEVEN (7) CONSECUTIVE DAYS OR WITHIN THE CONFINES OF ANY ENCLOSED GARAGE, STORAGE PORT OR BEHIND A SCREENING FENCE OR SHRUBBERRY WHICH SHALL IN NO EVENT PROJECT BEYOND THE FRONT WALLS OF ANY DWELLING OR GARAGE.

(6) VEHICLES IN DISREPAIR

NO OWNER SHALL PERMIT ANY VEHICLE WHICH IS IN AN EXTREME STATE OF DISREPAIR TO BE ABANDONED OR TO REMAIN PARKED UPON ANY LOT OR ON THE OPEN SPACE OR ON ANY STREET FOR A PERIOD IN EXCESS OF FORTY-EIGHT (48) HOURS. A VEHICLE SHALL BE DEEMED TO BE IN AN "EXTREME STATE OF DISREPAIR" WHEN ITS PRESENCE OFFENDS THE OCCUPANTS OF THE NEIGHBORHOOD.
(7) FENCES AND HEDGES

AS DEFINED IN THIS SECTION, "FENCING" SHALL MEAN ANY BARRIER OR WALL, INCLUDING TREES AND SHRUBS. PLANTING OR SITE OBSCURING FENCES SHALL NOT EXCEED FOUR (4) FEET IN HEIGHT IN THE FRONT YARD OR ON SIDE LOT LINES FORWARD OF THE BUILDING LINE WITH THE GREATEST SETBACK ON THE LOT OR THE ADJOINING RESIDENTIAL LOT, WITH THE EXCEPTION OF THE 15' FRONT YARD SETBACK WHICH MAY BE A MAXIMUM OF 30' IN HEIGHT. THE MAXIMUM HEIGHT OF A SITE OBSCURING FENCE LOCATED ON THE REMAINDER OF THE LOT SHALL BE SIX (6) FEET. FENCES SHALL BE WELL CONSTRUCTED OF SUITABLE FENCING MATERIALS AND SHALL NOT DETRACT FROM THE APPEARANCES OF THE DWELLING HOUSES LOCATED ON ADJACENT LOTS OR BE OFFENSIVE TO THE OWNERS OR OCCUPANTS THEREOF. A WHITE VINYL TWO-RAIL FENCE IS REQUIRED ON ALL FRONT YARDS WITH STREET FRONTAGE TO BE INSTALLED AT THE TIME FRONT YARDS LANDSCAPING IS REQUIRED.

(8) SIGNS

NO SIGNS SHALL BE ERECTED ON ANY LOT EXCEPT THAT NOT MORE THAN ONE "FOR SALE" SIGN PLACED BY OWNER, THE DECLARANT OR BY A LICENSED REAL ESTATE AGENT, NOT EXCEEDING TWENTY-FOUR (24) INCHES HIGH AND THIRTY-SIX (36) INCHES LONG, MAY BE TEMPORARILY DISPLAYED ON ANY LOT. THIS RESTRICTION SHALL NOT PROHIBIT THE TEMPORARY PLACEMENT OF "POLITICAL" SIGNS ON ANY LOT BY THE OWNER, OR THE PLACEMENT OF A PROFESSIONAL SIGN BY THE DEVELOPER OR DECLARANT, WHICH MUST COMPLY WITH THE CITY OF DAYTON SIGN ORDINANCES.

(9) TEMPORARY STRUCTURES

NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING SHALL BE USED ON ANY LOT ANY TIME AS A RESIDENCE WHETHER TEMPORARILY OR PERMANENTLY. TENTS USED FOR RECREATIONAL PURPOSES WILL BE LIMITED TO SEVEN (7) CONSECUTIVE DAYS.

(10) LIVESTOCK AND POULTRY

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BREED OR KEPT ON ANY LOT EXCEPT A MAXIMUM OF TWO (2) DOGS, AND A REASONABLE NUMBER OF CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THEY ARE NOT KEPT, BREED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSES.

(11) GARBAGE AND REFUSE DISPOSAL

NO LOT OR OPEN SPACE SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH. TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND OUT OF PUBLIC VIEW. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIALS SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.
(12) UTILITIES

ALL PLUMBING FACILITIES SHALL COMPLY WITH THE REQUIREMENTS OF THE PLUMBING CODE OF THE CITY OF DAYTON. NO OUTDOOR OVERHEAD WIRE OR SERVICE DROP FOR THE DISTRIBUTION OF ELECTRIC ENERGY OR THE TELE-COMMUNICATION PURPOSES, NOR ANY POLE, TOWER OR OTHER STRUCTURE SUPPORTING SAID OUTDOOR OVERHEAD WIRES SHALL BE ERECTED, PLACED, OR MAINTAINED WITHIN PALMER CREEK SUBDIVISION. ALL OWNERS OF LOTS 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 PROVIDED.

(13) MAINTENANCE

ALL LOTS, AT ALL TIMES, SHALL BE KEPT IN A NEAT AND ORDERLY CONDITION FREE OF BRUSH, VINES, WEEDS, DEBRIS, AND THE GRASS THEREON CUT OR MOWED AT SUFFICIENT INTERVALS TO PREVENT CREATION OF A NUISANCE OR FIRE HAZARD.

(14) BUSINESS AND COMMERCIAL USES

NO GOODS, EQUIPMENT, VEHICLES, MATERIALS OR SUPPLIES USED IN CONNECTION WITH ANY TRADE, SERVICE OR BUSINESS SHALL BE KEPT OR STORED OUTSIDE OF THE HOUSE OR GARAGE ON ANY LOT, EXCEPTING THE RIGHT OF ANY HOME-BUILDER AND THE DECLARANT TO CONSTRUCT RESIDENCES ON ANY LOT, TO STORE CONSTRUCTION EQUIPMENT AND MATERIALS ON SAID LOTS IN THE NORMAL COURSE OF SAID CONSTRUCTION AND TO USE ANY SINGLE FAMILY RESIDENCE AS A SALES OFFICE OR MODEL HOME FOR THE PURPOSE OF SALES IN PALMER CREEK SUBDIVISION.

(15) LANDSCAPE COMPLETION

ALL FRONT YARD LANDSCAPING, INCLUDING REQUIRED STREET TREES, WHICH SHALL BE PLACED EACH 30' TO 45', EXCLUDING DRIVEWAYS, MUST BE COMPLETED WITHIN FOUR (4) WEEKS FROM THE DATE OF POSTING NOTICE OF COMPLETION OR THE DATE OF OCCUPANCY OF THE RESIDENCE CONSTRUCTED THERON, WHICHEVER OCCURS FIRST. IN THE EVENT OF UNDUE HARDSHIP DUE TO WEATHER CONDITIONS, THIS PROVISION MAY BE EXTENDED FOR A REASONABLE LENGTH OF TIME.

(16) ANTENNAS AND SERVICE FACILITIES

EXTERNAL ANTENNAS SHALL NOT BE PERMITTED TO BE PLACED UPON THE ROOF OF ANY STRUCTURE ON ANY LOT. CLOTHESLINES AND OTHER SERVICE FACILITIES SHALL BE SCREENED SO AS NOT TO BE VIEWED FROM THE STREET OR OTHER LOTS. ANTENNA SATELLITE DISHES LARGER THAN 30 INCHES IN DIAMETER ARE NOT ALLOWED ON ANY LOT.
(17) **EXTERIOR MATERIALS AND FINISHES**

Each dwelling shall be constructed with a minimum square footage per Article II, Paragraph 2, fully finished, excluding non-habitable appurtenances such as garages or enclosed porches.

Siding material shall be natural wood material, or have the appearance of natural wood, masonry brick, stone, or a combination of these. Manufactured wood siding is allowed.

All roofing shall be 20 year or better black composition.

The location, color, size design, lettering and other particulars for paper delivery boxes shall be subject to approval of the declarant.

**ARTICLE III**

**ARCHITECTURAL CONTROL**

(1) Architectural control shall be by the declarant. All plans and specifications of houses to be constructed in Palmer Creek Subdivision shall be approved in writing by the declarant. In the event that the declarant fails to approve or disapprove the plans and specifications within thirty (30) days after they have been submitted, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. No two lots shall have identical or nearly identical elevations as determined by the declarant. Two sets of architectural plans submitted to the declarant shall include:

(A) Floor Plan(s) indicating building dimensions and areas.

(B) Building Elevations indicating exterior materials, colors, window sizes and locations and building height of all proposed buildings.

(C) Plot Plan indicating locations of all improvements including buildings, fencing, patios, drives and walks.

Within ten (10) days of receipt of the plans and fee, the declarant shall return one set of plans and either:

Issue a notice of compliance or non-compliance; issue a notice indicating conditional approval with corrections. Plans shall be submitted to the declarant for a notice indicating approval.

Any changes to the approved plans shall be reviewed by the declarant.
ARTICLE IV
GENERAL PROVISIONS

(1) TERM

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL AMENDED OR REVOKED IN THE MANNER PROVIDED HEREIN. THESE COVENANTS CAN BE TERMINATED AND REVOKED OR AMENDED ONLY BY DULY RECORDING AN INSTRUMENT WHICH CONTAINS AN AGREEMENT PROVIDING FOR TERMINATION AND REVOCATION OR AMENDMENT, AND WHICH IS SIGNED BY THE OWNERS OF A MAJORITY OF THE PLATTED LOTS.

(2) ENFORCEMENT

SHOULD ANY PERSON VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE PROVISIONS OF THESE COVENANTS, ANY PERSON OR PERSONS OWNNG ANY REAL PROPERTY EMBRACED WITHIN THE PLAT, INCLUDING THE DECLARANT, AT ITS OR THEIR OPTION, SHALL HAVE FULL POWER AND AUTHORITY TO PROSECUTE ANY PROCEEDING AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY OF SAID COVENANTS, EITHER TO PREVENT THE DOING OF SUCH, OR TO RECOVER DAMAGES SUSTAINED BY REASON OF SUCH VIOLATION. FAILURE BY ANY OWNER TO ENFORCE ANY COVENANT OR RESTRICTION HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER. ENFORCEMENT IS A CIVIL MATTER AND NOT THE RESPONSIBILITY OF THE CITY OF DAYTON.

(3) EXPENSES AND ATTORNEY'S FEES

IN THE EVENT ANY PERSON OR PERSONS OWNING ANY REAL PROPERTY EMBRACED WITHIN THE PLAT OF PALMER CREEK SUBDIVISION INCLUDING THE DECLARANT, SHALL BRING ANY SUIT OR ACTION TO ENFORCE THESE COVENANTS, THE PREVAILING PROPERTY SHALL BE ENTITLED TO RECOVER ALL COSTS AND EXPENSES INCURRED BY HIM IN CONNECTION WITH SUCH SUIT OR ACTION, INCLUDING SUCH AMOUNTS AS THE COURT MAY DETERMINE TO BE REASONABLE ATTORNEY'S FEES AT TRIAL AND UPON ANY APPEAL THEREAFTER.

(4) SEVERABILITY

INVALIATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

(5) LIMITATION OF LIABILITY OF DECLARANT

NEITHER DECLARANT NOR ANY OFFICER OR DIRECTOR THEREOF, SHALL BE LIABLE TO ANY OWNER ON ACCOUNT OF ANY ACTION OR FAILURE TO ACT OF DECLARANT IN PERFORMING ITS DUTIES OR RIGHTS HEREUNDER, PROVIDED THAT DECLARANT, HAS IN ACCORDANCE WITH ACTUAL KNOWLEDGE POSSESSED BY IT, ACTED IN GOOD FAITH.

PALMER RIDGE SUBDIVISION

PACIFIC CONSTRUCTION INC.

By Douglas C. Harnar, President

ACKNOWLEDGEMENT:

STATE OF OREGON
COUNTY OF YAMHILL

S.S.

THIS CERTIFIES THAT ON THIS 28th DAY OF August, 1998, PERSONALLY APPEARED THE ABOVE NAMED DOUGLAS C. HARNAR, AS PRESIDENT OF PACIFIC CONSTRUCTION, INC., AN OREGON CORPORATION, KNOWLEDGES THE FOREGOING INSTRUMENT TO HIS VOLUNTARY ACT AND DEED.

[Signature]

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: 5/15/00

Page 7 of 7
PALMER RIDGE

Location: SW 1/4 Section 16, T. 4 S., R. 3 W., WM.,
Carney Goodrich Donation Land Claim #49,
City of Dayton, Yamhill Co., OR

Tax Lot: 4316 – 1600
Date: 25 Feb. 1998

APPROVALS:

Yamhill County Surveyor 8-9-98

Yamhill County Tax Assessor 8-17-98

Yamhill County Commissioner 8-21-99

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that
PACIFIC CONSTRUCTION, INC. is the owner of the land
herein described and hereby conveys to the
beneficiaries herein named the appurtenances thereof
herein described and requested.

DOUGLAS B. HARRIS
President, PACIFIC CONSTRUCTION, INC.

ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF YAMHILL

On this day the 25th day of February, 1998, before me,
the undersigned, a Notary Public in and for the State of Oregon, duly
qualified, personally appeared DOUGLAS B. HARRIS, the undersigned, to
me, the individual named in the within instrument, and acknowledged to
me that he executed the same instrument for the purpose of conveying the
above described land to the above named beneficiaries.

SURVEYOR'S CERTIFICATE

I, Matt Dunkel, do hereby certify that I have correctly
surveyed and marked with proper monuments the land herein shown as
PALMER RIDGE, the boundary of which is described as follows:

Beginning at an iron pin on the west line of the
westerly margin of Palmer Lane at the southeast corner of that tract of
land described in deed from COBURN to HANABRICK in and recorded in Film
Volume 206 Page 453, Yamhill County Deed Records, thence S00T00'W
564.26' along the south line of said tract to the west line of the
Carney Goodrich Donation Land Claim #49, thence S139O0'00'W
739.15' along said west line to the northwest corner of the
westerly margin of Palmer Lane; thence N53O27'00'E
115.93' to the western limit of the
described as... (continued)

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This is an exact copy of the original partition plat.
Registered OH-209 - 1979

Yamhill County