Declaration of Conditions, Covenants, and Restrictions
for Ponds at Red Hills Subdivision

In the County of Yamhill, State of Oregon
To Include Lots: 1 through 5, and Tax Lot 2333-2701

IMPORTANT NOTICE: READ CAREFULLY

THIS DECLARATION CREATES ONGOING LOT OWNER OBLIGATIONS FOR
PAYMENT OF PERIODIC HOMEOWNER ASSESSMENTS AND CHARGES, FOR
COMMON STREET, UTILITY AND AREA MAINTENANCE, REPAIR, AND
REPLACEMENT, AS WELL AS HOMEOWNER ASSOCIATION EXPENSES WHICH IF
UNPAID, MAY BECOME AN ENFORCEABLE LIEN AGAINST YOUR LOT IN PONDS
AT RED HILLS ESTATES.

THESE DECLARATIONS of Conditions, Covenants, and Restrictions are applicable to
Ponds at Red Hills Subdivision.

WHEREAS, Curtis D. Walker, Douglas C. Harnar, and Todd Saunders, hereinafter
referred to as Declarants, are the owners of that certain real property located in Yamhill County,
in the State of Oregon, known as Ponds at Red Hills Subdivision duly recorded
plat: 2006/15067.

WHEREAS, Declarants are desirous to declare of public record their intentions to create
certain conditions, covenants and restrictions to the ownership of said property.
NOW, THEREFORE, Declarants do hereby certify and declare that the following conditions, covenants and restrictions shall become and hereby made a part of all conveyances of lots within the plat of Ponds at Red Hills Subdivision recorded in Yamhill County, Oregon. The following conditions, covenants and restrictions shall by reference become a part of any such conveyances and shall apply thereto as fully as if set forth in each such conveyance.

1. **ESTABLISHMENT OF HOMEOWNERS ASSOCIATION**

A homeowners association shall be established and be known as Ponds at Red Hills Homeowners Association, Inc. Definitions for purposes of the homeowners association are as follows:

Section 1. "Association" shall mean and refer to Ponds at Red Hills Homeowners Association, its successors and assigns.

Section 2. "Common area" shall mean all real property provided under a Common Use Easement for the common use and enjoyment of the owners. The common area is described as follows: the area south of the Easement line on the attached Exhibit A.

Section 3. "Declarants" shall mean Curtis D. Walker, Douglas C. Harnar, and Todd Saunders, and declarants' heirs, successors, and assigns, provided such successors or assigns acquire more than one undeveloped lot from declarants for the purpose of development.

Section 4. "Lot" shall mean any plot of land shown on the recorded subdivision map and Tax Lot 2333-2701 referred to above.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds membership in the association.

Section 7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 8. "Mortgagor" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot that is part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.
Section 10. "Subdivision" shall mean the subdivided real property described above and Tax Lot 2333-2701 and such additions to the property as may be brought within the jurisdiction of the association as provided in this declaration.

2. **MEMBERSHIP IN ASSOCIATION**

Section 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of declarants, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for the lot shall be exercised as they may determine between or among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be declarants, who shall be entitled to exercise eight (8) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or declarants no longer owns any lots.

3. **ASSESSMENTS OF THE ASSOCIATION**

Section 1. Lien and personal obligation of assessments. Declarants covenant for each lot within the subdivision, and each owner of a lot is deemed to covenant by acceptance of the owner’s deed for the lot, whether or not it shall be so expressed in the deed, to pay to the association (1) annual assessments, and (2) special assessments for capital improvements. These assessments will be established and collected as provided below in this instrument. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each lot against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due.

Section 2. Purpose of annual assessments. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas and of the road to access the home sites from its intersection with Red Hills Road to its paved terminus. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:
(a) Maintenance, repair, and replacement of the common area.

(b) Liability insurance insuring the association against any and all liability to the public, to any owner or owners, or to the invitees or tenants of any owner or owners arising out of their occupation and/or use of the common area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.

(c) A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.

(d) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments that the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

(e) Creation of a reserve account for replacement of the pavement surface and related common improvements.

Section 3. Annual assessment.

(a) The board of directors of the association may fix the annual assessment at an amount not in excess of the maximum. The initial annual assessment will be $500.00 per lot.

(b) The board of directors will designate when the assessments are due and how they will be collected.

Section 4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related to the common area. Any such assessment must be approved by a majority of each class of members.

Section 5. Notice and quorum for action authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than 14 nor more than 30 days in advance of the meeting. In the event the proposed action is favored by a majority of the votes cast at the meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within seven (7) days after the date of the meeting.

Section 6. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.
Section 7. Effect of nonpayment of assessments; remedies of the association. Any assessment not paid within 30 days after the due date shall be deemed in default and shall bear interest from the due date at the rate of nine percent (9%) per annum. The association may bring an action at law against the owner or owners personally obligated to pay such assessment, or may foreclose the lien against the property. No owner or owners may waive or otherwise escape liability for the assessments provided for in this declaration by nonuse of the common area or abandonment of his or her or their lot.
Section 8. Subordination of assessment lien to mortgages. The assessment lien provided for in this declaration shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu of such foreclosure, shall extinguish the assessment lien as to payments that become due prior to the sale or transfer. No sale or transfer shall relieve the lot from liability for any assessments thereafter becoming due or from the lien of the assessments.

4. **LAND USE AND BUILDING TYPE**

All lots shall be used for residential purposes only. Any owner may erect a structure to house garden equipment and personal property if said structure does not detract from the residential community. The floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 2,500 square feet for each residential dwelling. No manufactured homes (mobile homes) shall be permitted. All buildings constructed shall conform to existing Yamhill County building and zoning codes.

5. **ANIMALS**

No animals, including poultry, shall be raised or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not raised or kept for commercial purposes and are not permitted to cause damage or discomfort to neighbors.

6. **FENCES**

All fences shall not detract from the appearance of the dwelling house located upon the lot or detract from the appearance of the dwelling house located on adjacent lots. Fences shall not exceed six (6) feet in height. No fence shall be forward of the front building line of the house and must be of new wood material or an approved material.

7. **ARCHITECTURAL CONTROL**

No building shall be erected, placed, altered, painted, or repainted on any lot until the construction, plans and specifications, colors and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials (mandatory brick/stone work), harmony of external design/color with existing structures, external lighting, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer than the building setback line unless similarly approved. Any tree greater than five inches in diameter at breast height north of the easement line on the attached Exhibit A, must be approved by the Committee before it is cut or removed.

8. **STREET TREES AND LANDSCAPING:**
Each builder shall landscape the front yard and plant street trees before occupancy as required by the governing body having jurisdiction. Side and rear yard landscaping must be completed within six (6) months of the occupancy of the dwelling. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable time, but only after a written application is made to the Architectural Control Committee and the Committee’s approval is obtained. A minimum of one (1) street tree must be maintained by the homeowner on each lot. All trees, shrubs, grass and other landscaping items must be maintained so that it does not impact the beautification of other homes of Ponds of Red Hills. The Architectural Control Committee will determine the tree species.

9. **PARKING**

No recreational vehicles, trailers or boats shall be stored or parked forward of the front building line or in the street right-of-way of each home for more than 72 hours. Storage for said vehicles for any period longer than 72 hours shall be inside a structure approved by the Architectural Control Committee. No owner shall permit any vehicle that 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 in an extreme state of disrepair when its presence offends the occupants of the neighborhood.

10. **NUISANCES**

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

11. **TEMPORARY STRUCTURES**

No structures 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 temporary or permanent other than by the builder during construction.

12. **EXTERIOR MATERIALS AND FINISHES**

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 30-year or better Black Architectural Composition. Vertical grooved siding must be approved by the Architectural Control Committee. All homes must have brick or masonry as part of the front of the structure.

13. **ANTENNAS AND SERVICE FACILITIES**

Ponds at Red Hills Subdivision CC&Rs
Exterior antennas shall not be permitted 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 24 inches in diameter are not allowed on any lot.

14. **RUBBISH AND TRASH**

No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage or other waste shall be kept in appropriate sanitary containers for proper disposal. All garbage, recyclable, and yard debris containers are to be screened from public view. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets or on any lots. Trash and garbage, properly bagged or boxed, may be permitted at street curbs on the night before or on pickup days only.

15. **HEATING AND AIR CONDITIONING**

Exterior air conditioning or heating units of heat pump design shall be approved by the Architectural Control Committee subject to location on the lot. Window mounted air conditioners shall not be allowed.

16. **ENFORCEMENT**

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants, either to restrain violation or to recover damages. Enforcement may be initiated and pursued by any homeowner or the Homeowners Association.

17. **SEVERABILITY**

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

18. **SIGNS**

No signs shall be erected or maintained on any lot except not more than one “For Sale” sign placed by the Owner, Declarants or by a licensed real estate agent, not exceeding seven (7) square feet, may be temporarily displayed on any lot, provided the same shall not be a violation of the controlling governmental sign ordinances. Builder’s project signs do not fall under the square footage limitation. “For Rent” signs are not permitted on any lot, nor may they be placed in or on any structure.

19. **GARAGE SALES**
No garage, yard, or other sale is permitted for more than seven (7) consecutive
days, and shall not occur for more than a total of two (2) weeks out of any calendar year.

20. **TERM**

These covenants are to run with the land and shall be binding on all parties
claiming under them for a period of 20 years from the date they are recorded, after which
time they shall be automatically extended for successive periods of 10 years. 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 five (5) of the six (6) lots affected by
the CC&Rs.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be
executed as of this date __July 5__ , 2006.

Curtis D. Walker

Douglas C. Harnar

Todd Saunders

STATE OF OREGON )
) ss.
County of Yamhill )

On the 5th day of July, 2006, personally appeared the above named
Curtis D. Walker and acknowledged the foregoing instrument to be his voluntary act and
deed.

Before me:

Jody L. Watson
Notary Public for Oregon
My commission expires: __July 18, 2007__

Ponds at Red Hills Subdivision CC&Rs
STATE OF OREGON   
                        )
County of Yamhill    ) ss.

On the 5th day of July 2006, personally appeared the above named Douglas C. Harnar and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:  

[Signature]
Notary Public for Oregon
My commission expires: July 18, 2007

STATE OF OREGON   
                        )
County of Yamhill    ) ss.

On the 5th day of July 2006, personally appeared the above named Todd Saunders and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:  

[Signature]
Notary Public for Oregon
My commission expires: July 18, 2007
AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS FOR PONDS AT REDHILLS, YAMHILL COUNTY, OREGON

Joseph F. Tice and Annette E. Tice, Douglas Harnar, LLC, Curtis D. Walker and Todd Saunders, the owners of Lots 1 through 5 of the Ponds at Red Hills, Yamhill County, Oregon, which has declarations of conditions, covenants, and restrictions for Ponds at Red Hills Subdivision, Yamhill County, State of Oregon, recorded in the Yamhill County Deed Records in Instrument No. 200615067, pursuant to Item Number 20, Term, hereby deletes Item Number 4 and replaces it with the following:

4. LAND USE AND BUILDING TYPE

All lots shall be used for residential purposes only. Any owner may erect a structure to house garden equipment and personal property if said structure does not detract from the residential community. The floor area of the main structure, exclusive of one story porches and garages, shall be not less than 2,000 square feet for each residential dwelling. No manufactured homes (mobile homes) shall be permitted. All buildings constructed shall conform to existing Yamhill County building and zoning codes.

Joseph F. Tice

Annette E. Tice

STATE OF OREGON )
 ) SS.
County of Yamhill )

This instrument was acknowledged before me on April 19, 2011,

by Joseph F. Tice and Annette E. Tice

Notary Public for Oregon
STATE OF OREGON

County of Yamhill

This instrument was acknowledged before me on April 14th, 2011.

by Curtis D. Walker

Notary Public for Oregon

Jody L. Watson

Todd Saunders

STATE OF OREGON

County of Yamhill

This instrument was acknowledged before me on April 14th, 2011.

by Todd Saunders

Notary Public for Oregon

Jody L. Watson

Douglas Harnar, LLC

STATE OF OREGON

County of Yamhill

This instrument was acknowledged before me on April 14, 2011.

by Douglas C. Harnar

as Manager

of Douglas Harnar, LLC

Notary Public for Oregon

Jody L. Watson
AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS FOR PONDS AT RED HILLS SUBDIVISION

THIS AMENDMENT TO THE DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS OF THE PONDS AT RED HILLS SUBDIVISION is made as of this 22nd day of [month], 2011, by Curtis D. Walker, Douglas Harnar LLC and Todd Saunders (collectively as the “Declarant”).

RECITALS

WHEREAS, Declarant caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Ponds at Red Hills Subdivision recorded July 6, 2006, as Document #200615067 in the Records of Yamhill County, Oregon (the “Declaration”). Declarant also caused to be recorded that certain plat of Ponds at Red Hills Subdivision recorded July 6, 2006, as Document #200615066 in the Records of Yamhill County, Oregon.

WHEREAS, such Declaration established Ponds at Red Hills Subdivision Homeowners Association (the “Association”).

WHEREAS, pursuant to Article 20 of the Declaration, Declarant wishes to amend Ponds at Red Hills Subdivision Declaration, as such Declaration has been or may be amended.

NOW, THEREFORE, Declarant hereby declares as follows:

AMENDMENT TO DECLARATION. Article 1, Section 2, The “Common Area” is hereby modified and is described by the area south of the Easement line on attached Exhibit A (2011).

(SIGNATURES ON FOLLOWING PAGE)
IN WITNESS WHEREOF, Declarant has executed this amendment to declaration of conditions, covenants and restrictions for Ponds at Red Hills Subdivision as of the date first above written.

DECLARANT:
By: Curtis D. Walker

STATE OF OREGON
County of Yamhill

This instrument was acknowledged before me on this [22] day of [April], 2011, by Curtis D. Walker.

JODY L. WATSON
NOTARY PUBLIC FOR OREGON
My Commission Expires: July 18, 2011

DECLARANT:
By: Douglas Harnar, LLC.

STATE OF OREGON
County of Yamhill

This instrument was acknowledged before me on this [22] day of [April], 2011, by Douglas Harnar, Manager of Douglas Harnar LLC.

JODY L. WATSON
NOTARY PUBLIC FOR OREGON
My Commission Expires: July 18, 2011

DECLARANT:
By: Todd Saunders

STATE OF OREGON
County of Yamhill

This instrument was acknowledged before me on this [22] day of [April], 2011, by Todd Saunders.

JODY L. WATSON
NOTARY PUBLIC FOR OREGON
My Commission Expires: July 18, 2011
SURVEYOR'S CERTIFICATE

SURVEYOR'S CERTIFICATE.

I, SCOTT F. FIELD, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARRED WITH PERMANENT MARKERS THE APPROXIMATE BOUNDARY LINE OF PONDS AT RED HILLS, LOT 13 AND A PORTION OF LOTS 12 & 14 AND VACATED RIGHT-OF-WAY OF REARRANGEMENT OF LOTS 9, 10, 11, 12, 13, 14, 25, 27, 28, 29, 30 AND 31 IN HORBON'S FRUITLAND SUBDIVISIONS, LOCATED IN THE ANDREW HARVEY D.L.C, AND THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, YAMHILL COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE PLATTED INTO LOTS AND HEREBY GRANTS ALL EASEMENTS AS SHOWN OR NOTED ON THIS MAP.

BEGINNING AT THE INITIAL POINT; BEING A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP MARKED "WESTLAKE CONSULTANTS" LOCATED AT THE NORTHWEST CORNER OF LOT 25 OF HORBON'S FRUITLAND SUBDIVISION, THENCE SOUTH 01°45'54" WEST A DISTANCE OF 1053.74 FEET ALONG THE EASTERN LINE OF SAID LOT 25 AND THE SOUTHERNLY EXTENSION THEREOF TO A FOUND 3/4 INCH IRON PIPE LOCATED AT THE NORTHWEST CORNER OF LOT 17 OF REARRANGEMENT OF LOTS 9, 10, 11, 12, 13, 14, 25, 27, 28, 29 AND 30 IN HORBON'S FRUITLAND SUBDIVISIONS, THENCE SOUTH 77°28'14" WEST A DISTANCE OF 407.33 FEET ALONG THE NORTHERLY LINE OF SAID LOT 17 TO A FOUND 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "WESTLAKE CONSULTANTS" LOCATED AT THE SOUTHEAST CORNER OF SAID LOT 17 AND THE NORTHERLY LINE OF LOT 18 OF LAST SAID PLAT, THENCE SOUTH 84°32'51" WEST A DISTANCE OF 225.13 FEET ALONG THE NORTHERLY LINE OF SAID LOT 18 TO A FOUND 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "WESTLAKE CONSULTANTS". THENCE Defendants THE NORTHERLY LINE OF SAID LOT 18 NORTH 32°31'56" WEST A DISTANCE OF 607.79 FEET TO A FOUND 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "WESTLAKE CONSULTANTS". THENCE NORTH 07°23'11" WEST A DISTANCE OF 853.05 FEET TO A FOUND 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "WESTLAKE CONSULTANTS" LOCATED ON THE SOUTHERLY LINE OF A PLATTED RIGHT-OF-WAY; THENCE NORTH 88°52'50" EAST A DISTANCE OF 1053.74 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE INITIAL POINT.

SAD DESCRIBED LANDS CONTAIN 25.71 ACRES. MORE OR LESS.

CONSENT AFFIDAVIT


NOTES

1. THERE SHALL BE A SEPTIC AND DRAINFIELD EASEMENT ALONG PORTIONS OF LOT 2 AS SHOWN AND NOTED. SAID EASEMENT SHALL BE THE BENEFIT OF LOT 3 FOR THE PURPOSE OF THE USE AND MAINTENANCE OF A SUBSURFACE DRAINAGE.
2. THIS PLAT IS SUBJECT TO CONDITIONS, CONSTRAINTS AND RESTRICTIONS FOR THE PONDS AT RED HILLS RECORDED AS DOCUMENT NO. 2006-11345, DEED RECORDS OF YAMHILL COUNTY, OREGON.
3. LOT 2 IS THE BENEFICIARY OF THIS SEPTIC AND DRAINFIELD EASEMENT RECORDED AS DOCUMENT NO. 2006-11345, DEED RECORDS OF YAMHILL COUNTY, OREGON.
5. THERE SHALL BE A SEPTIC AND DRAINFIELD EASEMENT ALONG PORTION OF LOT 1 AS SHOWN AND NOTED. SAID EASEMENT SHALL BE THE BENEFIT OF LOT 3 FOR THE PURPOSE OF THE USE AND MAINTENANCE OF A SUBSURFACE DRAINAGE.
6. THERE SHALL BE A PERMANENT CONSERVATION EASEMENT ALONG PORTION OF LOT 1 TO 5 INCLUSIVE AS SHOWN AND NOTED. SAID EASEMENT SHALL BE THE BENEFIT OF LOT 1 TO 5 INCLUSIVE FOR THE PURPOSE OF A DREDGE AND DRAINAGE AND OTHER USES AS STIPULATED IN WRITING DESCRIPTIVE OF EASEMENTS.
7. THE EASEMENTS SHOWN ON THIS PLAT ARE SHOWN TO BE THE BENEFIT OF LOTS 1 TO 5 INCLUSIVE FOR THE PURPOSE OF A DREDGE AND DRAINAGE AND OTHER USES AS STIPULATED IN WRITING DESCRIPTIVE OF EASEMENTS.
8. THE EASEMENTS SHOWN ON THIS PLAT ARE SHOWN TO BE THE BENEFIT OF LOTS 1 TO 5 INCLUSIVE FOR THE PURPOSE OF A DREDGE AND DRAINAGE AND OTHER USES AS STIPULATED IN WRITING DESCRIPTIVE OF EASEMENTS.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS, THAT CURTIS D. WALKER, DOUGLAS C. HARNAR AND TED SAUNDERS, AS OWNERS OF THE LAND REPRESENTED ON THE ATTACHED MAP OF "PONDS AT RED HILLS" AND MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE PLATTED INTO LOTS AND HEREBY GRANTS ALL EASEMENTS AS SHOWN OR NOTED ON THIS MAP.

SIGNED UNDER THE HAND OF: CURTIS D. WALKER
DOUGLAS C. HARNAR
TED SAUNDERS

YAMHILL COUNTY APPROVALS

APPROVED THIS 1ST DAY OF JUNE, 2006,

MINTY K. WILLIAMS
YAMHILL COUNTY SURVEYOR

APPROVED THIS 20TH DAY OF JUNE, 2006,

JASON K. ORRISON
YAMHILL COUNTY COMMISSIONER

APPROVED THIS 20TH DAY OF JUNE, 2006,

JEFF REED
YAMHILL COUNTY ASSESSOR

APPROVED THIS 20TH DAY OF JUNE, 2006,

DAVE LAUGNEL
YAMHILL COUNTY TAX COLLECTOR

PURSUANT TO O.R.S. 502, TAXES HAVE BEEN PAID OR BOND POSTED AS TO DATE OF RECEIPT.

SURVEYED FOR:
CURTIS D. WALKER
DOUGLAS C. HARNAR
TED SAUNDERS
201 N. BRUTCHER STREET
NEWBERN, OR 97132

SURVEYED BY:
WESTLAKE CONSULTANTS, INC.
15115 S.E. SQUIDROW PARKWAY, SUITE 150
TIGARD, OREGON 97224
(503) 846-0632

VOLUME: 13 PAGE: 31

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