DECLARATION OF
RESTRICTIONS, CONDITIONS AND COVENANTS
APPLICABLE TO PROSPECT PARK III

DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS IS
APPLICABLE TO PROSPECT PARK III.

WHEREAS, DOUGLAS C. HARNAR DBA PACIFIC CONSTRUCTION HEREAFTER
REFERRED TO AS THE DECLARANT, IS OWNER OF CERTAIN REAL PROPERTY
LOCATED IN YAMHILL COUNTY, IN THE STATE OF OREGON, KNOWN AS
PROSPECT PARK III, A DULY RECORDED PLAT:

WHEREAS, THE DECLARANT IS DESIRES 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 PROSPECT PARK RECORDED IN FILM VOLUME 4
PAGE 511-52 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

NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO
BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN
ON ANY LOT OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING NOT TO
EXCEED TWO AND ONE HALF (2 1/2) STORIES OR 35' IN HEIGHT AND AN
ATTACHED PRIVATE GARAGE FOR NOT LESS THAN TWO (2) CARS. THE
FOREGOING PROVISIONS SHALL NOT EXCLUDE THE CONSTRUCTION OF A
PRIVATE GREENHOUSE, STORAGE SHED, PRIVATE SWIMMING POOL, OR FOR
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. IN NO EVENT SHALL THE LOT COVERAGE EXCEED 30%.

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 RESULTS AS A SALES OFFICE OR A MODEL HOME FOR THE PURPOSE OF SALES IN PROSPECT PARK III.

ALL BUILDINGS CONSTRUCTED SHALL CONFORM TO EXISTING CITY OF NEWBERG 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 1400 SQUARE FEET FOR A ONE STORY DWELLING, NOR SHALL THE GROUND FLOOR LEVEL BE LESS THAN 800 SQUARE FEET FOR A TWO-STORY DWELLING. THE TOTAL LIVING LEVELS OF MULTI-LEVEL DWELLINGS SHALL NOT BE LESS THAN A TOTAL OF 1600 SQUARE FEET. THERE SHALL BE A MINIMUM BUILDING SETBACK OF TWENTY (20) FEET FROM THE FRONT AND REAR PROPERTY LINES AND A MINIMUM OF FIVE (5) FEET FOR SIDE YARDS OF ONE STORY BUILDINGS AND A MINIMUM OF SEVEN (7) FEET FOR TWO STORY BUILDINGS. THE MINIMUM FRONT YARD SETBACK SHALL NOT EXCEED 150% OF ANY ADJACENT, EXISTING RESIDENCE OR THIRTY (30) FEET IF ADJACENT LOTS ARE VACANT. IN NO CASE SHALL THE MINIMUM FRONT YARD SETBACK EXCEED FIFTY (50) FEET.

(3) EASEMENTS

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

(4) NUISIBLES

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 SHRUBBERY 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. 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.

(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 NEWBERG 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, BRED OR KEPT ON ANY LOT EXCEPT A REASONABLE NUMBER OF DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THEY ARE NOT KEPT, BRED, 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 TURBINE 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 Newberg. 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 Prospect Park III. 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 Prospect Park III.

(15) **LANDSCAPE COMPLETION**

All front yard landscaping must be completed within two (2) months from the date of posting notice of completion or the date of occupancy of the residence constructed thereon, 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**

Exterior antennas shall not be permitted to be placed upon the roof of any structure on any lot. Clothes lines and other service facilities shall be screened so as not to be viewed from the street or other lots. Antenna satellite dishes 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.

Each dwelling shall be constructed using conventional double-wall wood framing.

Siding material shall be natural wood material, or have the appearance of natural wood, masonry brick, stone, stucco, or a combination of these. Manufactured wood siding is allowed. No T-111 is allowed.

All roofing shall be architectural composition, tile or wood shakes. Window frames will be either bronze tone, white aluminum, wood or vinyl. No mill grade aluminum frames will be permitted.

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 Prospect Park III 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.

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(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 OWNING 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 HERETIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER.

(3) EXPENSES AND ATTORNEY’S FEES

IN THE EVENT ANY PERSON OR PERSONS OWNING ANY REAL PROPERTY EMBRACED WITHIN THE PLAT OF PROSPECT PARK 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

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.

(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.


Douglas C. Harnar
DOUGLAS C. HARNAR DBA PACIFIC CONSTRUCTION

ACKNOWLEDGEMENT:

STATE OF OREGON S.S.
COUNTY OF YAMHILL

THIS CERTIFIES THAT ON THIS 1ST DAY OF DECEMBER, 1994, BEFORE ME APPEARED DOUGLAS C. HARNAR, WHO BEING DULY SWORN, ACKNOWLEDGED THIS DOCUMENT FREELY AND VOLUNTARILY.

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: 5/15/96

Recorded in Official Yamhill County Records
CHARLES STEIN, COUNTY CLERK
19942019 2:01pm 12/27/94
084 010831 12 85 000201
1 P02 7 0 35.00 0.00 0.00 0.00 0.00 0.00 0.00

1/7
DECLARATION OF

RESTRICTIONS, CONDITIONS AND COVENANTS

APPLICABLE TO PROSPECT PARK III

AMENDMENT

DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS IS APPLICABLE TO PROSPECT PARK III.

WHEREAS, DOUGLAS C. HARNAR DBA PACIFIC CONSTRUCTION HEREAFTER REFERRED TO AS THE DECLARANT, WHO IS THE OWNER OF THE MAJORITY OF THE PLATTED LOTS OF CERTAIN REAL PROPERTY LOCATED IN YAMHILL COUNTY, IN THE STATE OF OREGON, KNOWN AS PROSPECT PARK III, A DULY RECORDED PLAT:

WHEREAS, THE DECLARANT IS DESIROUS TO AMEND ARTICLE II, RESIDENTIAL COVENANTS, #2 DWELLING SIZE AND SETBACKS OF PUBLIC RECORD TO THIS OWNERSHIP OF SAID PROPERTY AS FOLLOWS:

"THE BUILDING SETBACK FROM FRONT AND INTERIOR PROPERTY LINES SHALL BE AS STATED OR AS REQUIRED BY NEWBERG ORDINANCE FOR R-1 ZONING, WHICHER IS LESS RESTRICTIVE."

NOW, THEREFORE, THE DECLARANT DOES HEREBY CERTIFY AND DECLARE THAT THIS AMENDMENT SHALL BECOME AND IS HEREBY MADE A PART OF ALL CONVEYANCES OF LOTS WITHIN THE PLAT OF PROSPECT PARK RECORDED IN FILM VOLUME __ PAGE __ MICROFILM RECORDS OF YAMHILL COUNTY, OREGON, AND 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.


[Signature]

DOUGLAS C. HARNAR DBA PACIFIC CONSTRUCTION

ACKNOWLEDGEMENT:

STATE OF OREGON
COUNTY OF YAMHILL

THIS CERTIFIES THAT ON THIS 6th DAY OF June, 1995, BEFORE ME APPEARED DOUGLAS C. HARNAR, WHO BEING DULY SWORN, ACKNOWLEDGED THIS DOCUMENT FREELY AND VOLUNTARILY.

[Signature]

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: 5/15/96
SURVEYOR'S CERTIFICATE:

I, DONALD C. COOLEY, A PROFESSIONAL REGISTERED LAND SURVEYOR IN THE STATE OF OREGON, DO HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND MARKED WITH PROPER MONEYS, 67'-10" WIDTH ESTATE ROAD WITH YELLOW PLASTIC CAPS MARKED "COOLEY 1898," THE LANDS SHOWN ON THE ATTACHED MAP AND DESCRIBED MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNINGS AT THE INITIAL POINT WHICH IS THE
NORTHWEST CORNER OF LOT 1 AND BEING THE INITIAL
POINT OF PROSPECT PARK II, A SUBDIVISION OF REAL ESTATE IN YAMHILL COUNTY, OREGON, AS BEING THE WESTERLY PART OF THE NORTH MAIN STREET AND THE EAST EASEMENT LINE OF THE LOTS, JONES DONATION LAND CLAIR NO. 32, THENCE ALONG SAID CENTERLINE 50'-0" S. 0'-0" W. 30'-0" S. 0'-0" W. TO THE CENTER LINE OF LYNCH DROVE ALONG SAID CENTERLINE 35'-0" S. 0'-0" E. 38'-0" S. 0'-0" E. TO THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO LEAH B. AND DORES INDIANA AND EUNICE H. AND CONDOLO E. ZINCHUCK, RECORDED IN FUND VOLUME 235, PAGE 1317, DEED RECORDED OF YAMHILL COUNTY, OREGON, THENCE ALONG SAID CENTERLINE 35'-0" S. 0'-0" E. 235'-0" S. 0'-0" E. TO THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO CONDOLO E. ZINCHUCK, RECORDED IN FUND VOLUME 321, PAGE 9377, DEED RECORDED OF YAMHILL COUNTY, OREGON, SAID POINT BEING ON THE SOUTH LINES OF LOT 1, PROSPECT PARK II, A SUB-
DIVISION OF REAL ESTATE IN YAMHILL COUNTY, OREGON, THENCE
ALONG THE SOUTH LINE OF LOT 11 AND THE EAST EASEMENT EXTENSION THEREOF 35'-0" S. 0'-0" E. 38'-0" S. 0'-0" E. TO THE POINT OF BEGINNING.

CONTAINING 245.294 ACRES, MORE OR LESS.

I, DONALD C. COOLEY, A PROFESSIONAL REGISTERED LAND SURVEYOR, LICENSE NO. 12-0312, REMEMBERED 12/31/95

YAMHILL COUNTY CLERK AND RECORDER

PROSPECT PARK III

IN THE 4TH JUDICIAL DISTRICT COURT, MARION COUNTY, OREGON, STATE OF OREGON, COUNTY OF YAMHILL

APPROVALS:

APPROVED 12/29/94

DOUGLAS C. HUNAR

YAMHILL COUNTY COMMISSIONER

DECLARATION:

KNOW ALL MEN BY THESE PRESENTS THAT DOUGLAS C. HUNAR, 475 PACIFIC CONSTRUCTION IS THE TITLED OWNER OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND DEPICTED ON THE ATTACHED MAP AND HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS THE SAME TO BE KNOWN AS PROSPECT PARK III. HE HEREBY DEDICATES TO THE PUBLIC USE THE STREETS AND EASEMENTS AS SHOWN ON THE ATTACHED MAP.

DOUGLAS C. HUNAR

YAMHILL COUNTY COMMISSIONER

ACKNOWLEDGMENT:

STATE OF OREGON

COUNTY OF YAMHILL

THIS IS TO CERTIFY THAT ON THE 1ST DAY OF DECEMER, 1994, BEFORE HE APPEARED AT THE COURT HOUSE IN THE TOWN OF YAMHILL IN THE COUNTY OF OREGON, I conforme to and in accordance with THE SURVEYOR'S CERTIFICATE AND ATTACHED MAP AND FOR THE PURPOSE OF SURVEYING THE LAND AS SHOWN.

YAMHILL COUNTY COMMISSIONER

YAMHILL COUNTY CLERK AND RECORDER

RECORDED IN OFFICIAL YAMHILL COUNTY RECORDS, COUNTY CLERK'S OFFICE, YAMHILL COUNTY, OREGON, VOLUME 11, PAGE 321.

A SURVEY PLAT CONSENT AFFIDAVIT BY WESTERN BANK & TRUST COMPANY, OREGON.

1/24/94

YAMHILL COUNTY CLERK AND RECORDER

JUNKIN

COUNTY TAX COMMISSIONER

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COUNTY TAX COMMISSIONER

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COUNTY TAX COMMISSIONER

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