DECLARATION OF
TALL OAKS PROTECTIVE COVENANTS

This Declaration of Protective Covenants is applicable to TALL OAKS, Block 1, Lots 1 through 13 inclusive; Block 2, Lots 1 through 33 inclusive; Block 3, Lots 1 through 26 inclusive; Block 4, Lots 1 through 6 inclusive; Block 5, Lots 1 through 6 inclusive; and TALL OAKS FIRST ADDITION, Block 6, Lots 1 through 7 inclusive.

WHEREAS, NUPACIFIC COMPANY, an Oregon corporation, hereinafter referred to as Declarant, is owner in fee simple of certain real property located in the City of McMinnville, County of Yamhill and State of Oregon, known as TALL OAKS, a duly recorded plat, and TALL OAKS FIRST ADDITION, a duly recorded plat,

WHEREAS, TALL OAKS and TALL OAKS FIRST ADDITION are duly recorded plats comprising the initial development in Tall Oaks, and additional phases may be so platted in the future as a part of Tall Oaks,

WHEREAS, the Declarant desires to declare of public record its intentions to create certain restrictive conditions and covenants to the ownership of said property.

NOW, THEREFORE, the Declarant does hereby certify that the following reservations, conditions and covenants shall become and are hereby made a part of all conveyances of Block 1, Lots 1 through 13 inclusive; Block 2, Lots 1 through 33 inclusive; Block 3, Lots 1 through 26 inclusive; Block 4, Lots 1 through 6 inclusive; Block 5, Lots 1 through 6 inclusive; within the plat of TALL OAKS, recorded September 1, 1978, in Cabinet A, Slot 167 of Plat Records of Yamhill County, Oregon, and Block 6, Blocks 1 through 7 inclusive; within the plat of TALL OAKS FIRST ADDITION, recorded January 18, 1979, in Cabinet A, Slot 172 of Plat Records of Yamhill County, Oregon, and that the following reservations 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. The above property together with other real property from time to time annexed thereto and made subject to these covenants shall constitute Tall Oaks.

(2) Annexation of Subsequent Phases of Tall Oaks
Declarant may from time to time annex to Tall Oaks any adjacent real property now or hereafter acquired by it. The annexation of such additional phases of Tall Oaks shall be accomplished as follows:

(a) The Declarant shall record a declaration which shall be executed by Declarant, and shall, among other things, describe the real property to be annexed, establish any additional or different limitations, uses, restrictions, covenants and conditions which are intended to be applicable to such property, and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to these covenants.
(b) The property included by any such annexation shall thereby become a part of these covenants, and Declarant shall accept and exercise administration of these covenants with respect to such property.
(c) Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed area may:
   1. Establish such new land classifications and such limitations, restrictions, uses, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of the annexed property.
   2. With respect to existing land classifications, establish such additional or different limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of such annexed property.

ARTICLE II
Residential Covenants

(1) Land Use and Building Type
No lot shall be used except for residential purposes. The following lots are hereby designated for the purpose of duplex dwelling construction and must be occupied by duplex dwellings:
(a) Lots 1, 8 and 11, Block 1 of the recorded plat of TALL OAKS.
(b) Lots 9, 10 and 33, Block 2 of the recorded plat of TALL OAKS.
(c) Lots 1, 5, 10 and 19, Block 3 of the recorded plat of TALL OAKS.
(d) Lot 6, Block 4 of the recorded plat of TALL OAKS.
(e) Lots 1 and 5, Block 5 of the recorded plat of TALL OAKS.
(f) Lots 1 and 6, Block 6 of the recorded plat of TALL OAKS FIRST ADDITION.
No building shall be erected, altered, placed or permitted to remain on any lot, excepting those lots specified as duplex lots, other than one detached single family dwelling not to exceed thirty-five (35) feet in height, and a private garage for not less than two cars. With regard to duplex buildings, no structure shall exceed one-story in height. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, private swimming pool or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or camping trailer kept for personal use, provided the location of such structures is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such lot, and has been approved by the Architectural Control Committee.
The provisions of this section shall not be deemed to prohibit the right of any homebuilder to construct residences on any lot, to store construction materials and equipment on said lots in the normal course of construction, and to use any residences as a sales office or a model home for purposes of sales in Tall Oaks.

(2) Dwelling Size
The ground floor area of a one-story single family dwelling, exclusive of open porches and garage shall not be less than 1,200 square feet. In the case of a two-story dwelling, the lower or ground floor living level shall not be less than 900 square feet. In the event of a multi-level or tri-level dwelling, split entry type home, or day light basement home, the principal living level(s) shall have a minimum living space, exclusive of open porches and garages, of not less than 1,000 square feet for single family dwellings.
With regard to duplex units, each side shall have not less than 900 square feet. Further with regard to duplex units, each unit shall have constructed a garage for not less than two cars.
(3) **Building Setbacks**

No building shall be located on any lot nearer than twenty (20) feet to the front lot line; nearer than twenty (20) feet to the rear lot line, or nearer than seven and one-half (7½) feet to a side lot line. On corner lots the side yard shall be a minimum of twenty (20) feet on the side abutting the street. The Architectural Control Committee, upon application, may in its discretion, waive any violation of this subsection which it finds to have been inadvertent, provided the same would not constitute a violation of City of McMinnville ordinances.

(4) **Easements**

Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat, and over the rear five (5) feet and the side five (5) feet of each lot and the front five (5) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

(5) **Tree Removal**

No person shall cut a tree upon any lot or other property within Tall Oaks without first obtaining from the Architectural Control Committee permission to do so.

(6) **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.

(7) **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 whether temporarily or permanently.

(8) **Parking**

Parking of boats, trailers, motorcycles, trucks, truck campers and like equipment shall not be allowed on any part of any lot or on public ways adjacent thereto excepting only within the confines of an enclosed garage, storage area, or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage.

(9) **Fences and Hedgerows**

Plantings or site obscuring fences shall not exceed two and one-half (2½) feet in height in the front yard or on the side lot lines forward of the building line with the greatest setback on the lot or the adjoining residential lot or on corner lots on the side abutting the street. The maximum height of a site obscuring fence located on the remainder of the lot shall not exceed six feet in height, with the exception that the maximum height of a site obscuring fence or hedge on the lot lines abutting the park area shall not exceed four feet in height. All fences shall be well constructed of suitable fencing material and shall not detract from the appearance of the dwelling located upon the lot, detract from the appearance of the dwellings located on the adjacent lots or be offensive to the owners or occupants thereof.

(10) **Signs**

No signs shall be erected on any lot except that not more than one "For Sale" or "For Rent" sign placed by the 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, which must comply with the City of McMinnville Sign Ordinances.
(11) 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.

(12) Garbage and Refuse Disposal

No lot 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.

(13) Utilities

All plumbing facilities shall comply with the requirements of the Building Code of the City of McMinnville. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunications purposes, nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within Tall Oaks. All owners of lots within this subdivision, their heirs, successors and assigns shall use the underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities provided. This restriction shall not prohibit the use of television antennas, provided they are kept in good repair.

(14) Completion

Construction of any dwelling shall be completed, including exterior decoration, within eight (8) months from the date of the start of construction. All lots shall, prior to the construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds, debris, and the grass thereon cut or mowed at sufficient intervals to prevent the creation of a nuisance or fire hazard.

(15) Parks Areas - Tract "A"

The park area in the initial development of Tall Oaks, Tract "A", has been dedicated to the City of McMinnville and shall be used by owners of lots within Tall Oaks jointly with the members of the public. In the event the applicable public body should vacate such dedication, such park area shall become common area within the meaning of these covenants, and shall be used exclusively by owners of the lots within Tall Oaks and their invitees.

ARTICLE III

Architectural Control Committee

(1) Membership: Appointment and Removal

The Architectural Control Committee, hereinafter referred to as the Committee, shall consist of as many persons, but not less than three (3), as the Declarant may from time to time appoint. The Declarant shall keep on file at its principal office a list of names and addresses of the members of the Committee. The powers and duties of such Committee shall cease one year after completion of construction of all the single family and duplex dwellings, and the sale of said dwellings to the initial owner/occupant on all of the building sites within Tall Oaks and properties subsequently annexed thereto.

(2) Procedures

In the event the Committee fails to render its approval or disapproval within thirty (30) working days after plans and specifications have been submitted to it, 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.

(3) Action

Except as otherwise provided herein, any two (2) members of the Architectural Control Committee shall have power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.
(4) Approval of Plans by Architectural Control Committee

No building, structure, or storage unit shall be commenced, erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the nature, shape, height, materials, colors, together with detailed plans showing the proposed location of the same on the particular building site have been submitted to and approved in writing by the Architectural Control Committee. All plans and specifications for approval by the Architectural Control Committee must be submitted at least ten (10) days prior to the start of construction.

(5) Architectural Control Committee Decision

The Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that Declarant intends for Tall Oaks. Considerations such as siting, shape, size, color, design, height, impairment of the view from other lots within Tall Oaks or other effect on the enjoyment of the lot's disturbance of existing terrain and any other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

(6) Liability

Neither the Architectural Control Committee nor any member thereof shall be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member thereof, provided that the member, in accordance with the actual knowledge possessed by him, acted in good faith.

(7) Nonwaiver

Consent by the Architectural Control Committee to any matter proposed to it and within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

(8) Effective Period of Consent

The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the owner has applied for and received an extension of time from the Architectural Control Committee.

ARTICLE IV

General Provisions

(1) Term

These covenants shall run with the land with respect to all property within TALL OAKS and TALL OAKS FIRST ADDITION and any subsequent annexed properties and shall be binding on all parties and all persons claiming under them until amended or revoked in the manner provided herein. These declarations, conditions and 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 plated lots. Annexation of additional properties, as provided in Article 1, shall not be subject to this provision.

(2) Enforcement

Should any person violate or attempt to violate any of the provisions of these covenants, the Declarant, or any other person or persons owning any real property embraced within the plat of TALL OAKS or TALL OAKS FIRST ADDITION or any subsequent annexed properties, at its or their option, shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the 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.
Should the Declarant employ counsel to enforce any of these covenants, conditions or restrictions, by reason of such violation, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots and the Declarant shall have a lien upon such lot or lots to secure payment of all such accounts.

(3) **Severability**

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

(4) **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 the actual knowledge possessed by it, acted in good faith.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 9 day of March, 1979.

NUPACIFIC COMPANY, an Oregon corporation
(Declarant)

[Signature]
M. L. Currie, Vice President

[Signature]
Suzanne R. Neilson, Assistant Secretary

STATE OF OREGON

County of Multnomah

ss. March 9, 1979

Personally appeared M. L. CURRIE and SUZANNE R. NEILSEN, who being duly sworn each for himself and not one for the other, did say that the former is the Vice President and that the latter is the Assistant Secretary of NUPACIFIC COMPANY, 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

[Signature]
My commission expires: 2/2/62
18:00

After recording return to:
Nupacific Company
2611 S.W. Third
Suite 303
Portland, Oregon 97201
INSTRUMENT OF AMENDMENT
TO
DECLARATION OF TALL OAKS PROTECTIVE COVENANTS

WHEREAS, NuPacific Company, an Oregon corporation (the Declarant) desires to amend the Declaration of Tall Oaks Protective Covenants (the Declaration) recorded on Film 137, pages 1877 through 1882 inclusive, of Deed Records of Yamhill County, Oregon:

WHEREAS, Declarant is record owner of the majority of the platted lots on that certain property known as TALL OAKS and TALL OAKS FIRST ADDITION described in and subject to the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

Article II, Residential Covenants, Paragraph (3) titled Building Setbacks shall be amended to read:

(3) Building Setbacks
No building shall be located on any lot nearer than twenty (20) feet to the front lot line; nearer than twenty (20) feet to the rear lot line, or nearer than seven and one-half (7½) feet to a side lot line. On corner lots the side yard shall be a minimum of twenty (20) feet on the side abutting the street.

Article II, Residential Covenants, Paragraph (9) titled Fences and Hedges shall be amended to read:

(9) Fences and Hedges
Plantings or site obscuring fences shall not exceed two and one-half (2½) feet in height in the front yard or on the side lot lines forward of the building line with the greatest setback on the lot or the adjoining residential lot or on corner lots on the side abutting the street. The maximum height of a site obscuring fence located on the remainder of the lot shall not exceed seven (7) feet in height. All fences shall be well constructed of suitable fencing material and shall not detract from the appearance of the dwelling located upon the lot, detract from the appearance of the dwellings located on the adjacent lots or be offensive to owners or occupants thereof.

Article II, Residential Covenants, Paragraph (15) titled Park Areas - Tract "A" shall be amended to read:

(15) Park Areas - Tract "A"
The park area in the initial development of Tall Oaks, Tract "A", has been dedicated to the City of McMinnville and shall be used by owners of lots within Tall Oaks jointly with the members of the public. In the event the applicable public body should vacate such dedication, such park area shall become common area within the meaning of these covenants, and all benefits, rights and duties of undivided and common ownership, including but not limited to the use and maintenance of the park area entitled Tract "A", shall inure to the owner of each and every platted lot in the plat of TALL OAKS and TALL OAKS FIRST ADDITION and shall forever run and
remain with the ownership of said platted lot. In the event of
failure to fulfill any or all duties and responsibilities of
responsible ownership by the said lot owners, and each of them,
or their delegated agent for such, the City Council of the City
of McMinnville or its successors or delegates is hereby granted
the right to enforce said duties of responsible ownership, in-
cluding but not limited to reasonable maintenance compatible with
the other areas and lots in the plat, against the owners of said
lots, jointly and severally by all means provided by law.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto
set its hand this 13th day of April, 1979.

NUPACIFIC COMPANY, an Oregon corporation
(Declarant)

[Signature]
H. L. Currin, Vice President

[Signature]
Suzanne R. Nelsen, Assistant Secretary

STATE OF OREGON
COUNTY OF MULTNOMAH

ss.

April 13, 1979

Personally appeared H.L. CURRIN and SUZANNE R. NELSEN, who being duly sworn, each
for herself and not one for the other, did say that the former is the Vice President
and that the latter is the Assistant Secretary of NUPACIFIC COMPANY, 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 ac-
 knowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

[Signature]
Shirlee Anne Smith
My commission expires February 2, 1982

After recording, return to:

NUPACIFIC COMPANY
2611 SW Third Avenue, Suite 303
Portland, OR 97201
WHEREAS, the Declaration of Tall Oaks Protective Covenants (the Declaration) was recorded on Film 137, pages 1877 through 1882 inclusive and amended by instrument recorded on Film 139, page 020, of deed records of Yamhill County, State of Oregon;

WHEREAS, the City of McMinnville is considering revising its zoning ordinance allowing two story duplex structures within R-2 zoning;

WHEREAS, the undersigned desire to amend said Declaration to comply with the City of McMinnville zoning ordinance;

WHEREAS, the undersigned are owners of the majority of the platted lots on that certain real property known as Tall Oaks and Tall Oaks First Addition described in and subject to the Declaration, and;

WHEREAS, said owners have evidenced their consent to the following amendment by affixing their signatures hereto as required by Article IV, General Provisions, Section 1, Term, of the Declaration.

NOW THEREFORE, the Declaration is hereby amended as follows:

Article II, Residential Covenants, Paragraph 1, Land Use and Building type shall be amended to read as follows, subject to the City of McMinnville amending said ordinance:

(1) Land Use and Building Type

No lot shall be used except for residential purposes. The following lots are hereby designated for the purpose of duplex dwelling construction and must be occupied by duplex dwellings:

(a) Lots 1, 8 and 11, Block 1 of the recorded plat of TALL OAKS.
(b) Lots 9, 10 and 33, Block 2 of the recorded plat of TALL OAKS.
(c) Lots 1, 5, 10 and 19, Block 3 of the recorded plat of TALL OAKS.
(d) Lot 6, Block 4 of the recorded plat of TALL OAKS.
(e) Lots 1 and 5, Block 5 of the recorded plat of TALL OAKS.
(f) Lots 1 and 6, Block 6 of the recorded plat of TALL OAKS FIRST ADDITION.

No building shall be erected, altered, placed or permitted to remain on any lot, excepting those lots specified as duplex lots, other than one detached single family dwelling not to exceed thirty-five (35) feet in height, and a private garage for not less than two cars. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, private swimming pool or a shelter or part for the protection of such swimming pool, or for the storage of a boat and/or camping trailer kept for personal use, provided the location of such structures is in conformity with the applicable municipal regulations and is compatible in design and decoration with the residence constructed on such lot, and has been approved by the Architectural Control Committee.

The provisions of this section shall not be deemed to prohibit the right of any homebuilder to construct residences on any lot, to store construction materials and
equipment on said lots in the normal course of construction, and to use any residences as a sales office or a model home for purposes of sales in Tall Oaks.

IN WITNESS WHEREOF, the undersigned lot owners have hereunder set their hands and seals on the document dated November 10, 1980.

Lots Owned

NUPACIFIC COMPANY, an Oregon corporation
(Declarant)

M. L. Currin, Vice President

Suzanne R. Nelson, Asst. Secretary

STATE OF OREGON )
) ss.
County of Multnomah) November 6, 1980

Personally appeared M. L. Currin and Suzanne R. Nelson, who, each being first duly sworn, did say that the former is the Vice President and that the latter is the Asst. Secretary of NUPACIFIC COMPANY, 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.

Notary Public for Oregon.
My commission expires: 3/17/75

After recording return to:

Nupacific Company
2611 S.W. Third, #303
Portland, Oregon 97201
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<td>Carl E. Buse</td>
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<th>WITNESS</th>
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<td>David Lippert</td>
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<td>Carl E. Buse</td>
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<td>William S. Baird</td>
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<td>Carl E. Buse</td>
</tr>
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IN WITNESS WHEREOF, the undersigned lot owner has hereunder set
his hand and seal on the document dated December 11, 1980.

Lots Owned
3

Johnson, Prine, Sanders

BY
Daniel P.

STATE OF OREGON } ss.
County of Multnomah

On this 15th day of December, 1980, before me, a Notary Public,
personally appeared Daniel P. Snider
who signed the foregoing instrument as his free and voluntary act
and deed for the purposes therein mentioned.

Notary Public for Oregon
My Commission expires: 6/1/72

STATE OF OREGON } ss.
County of Multnomah

On this 23rd day of December, 1980, before me, a Notary Public,
personally appeared CARL E. BRUCE, known to me to be the person
whose name is subscribed to the within instrument as a witness
thereto, who being by me duly sworn, deposes and says that he was
present and saw the aforementioned individuals, personally known
to him to be the same persons whose names are subscribed to the
foregoing instrument, sign the said instrument as their free and
voluntary act and deed, and that CARL E. BRUCE signed his name
thereto as a witness.

In witness whereof I have hereunto set my hand and affixed my
seal the day and year first above written.

Notary Public for Oregon
My commission expires: 11-3-81

After recording return to:
NuPacific Company
2611 S.W. Third, #303
Portland, Oregon 97201
DECLARATION OF ANNEXATION

This Declaration of Annexation is applicable to TALL OAKS SECOND ADDITION, Lots 1 through 5 Block 7 inclusive, Lots 1 through 21 Block 8 inclusive, Lots 1 through 17 Block 9 inclusive, Lots 1 through 25 Block 10 inclusive, Lot 1 Block 11, Lots 1 through 6 Block 12 inclusive, Lots 1 through 5 Block 13 inclusive and Lots 1 through 13 Block 14 inclusive.

WHEREAS, NUPACIFIC COMPANY, a Oregon corporation, hereinafter referred to as Declarant, is owner in fee simple of certain real property located in the City of McMinnville, County of Yamhill and State of Oregon known as TALL OAKS SECOND ADDITION, a duly recorded plat, and

WHEREAS, the Declarant desires to declare of public record its intention to annex TALL OAKS SECOND ADDITION, as above described, to TALL OAKS and TALL OAKS FIRST ADDITION, duly recorded plats, and thereby create and impose the same certain restrictive conditions and covenants to the ownership of said property, and

WHEREAS, the Declarant desires to establish additional land use and building type limitations to certain lots.

NOW, THEREFORE, the Declarant does hereby certify and declare that the reservations, conditions and covenants made a part of all conveyances within TALL OAKS and TALL OAKS FIRST ADDITION, recorded March 13, 1979 at Page 1877 of Film 137, Deed records of Yamhill County, Oregon, and amended by instruments recorded April 18, 1979 in Film 139 at Page 020 and December 29, 1980 in Film 157 at Page 1174 are hereby made a part of all conveyances within the plat of TALL OAKS SECOND ADDITION recorded 3/25/81 in Cabinet 1, Slide 203A, Plat Records of Yamhill County, Oregon, and shall apply thereto as fully and with the same effect as if set forth at large therein; however,

Declarant further declares that the following lots are hereby designated for either duplex dwelling construction or common wall single family dwelling construction, and may be occupied by either duplex dwelling or common wall single family dwellings:

Lot 1 Block 7.
Lots 5, 10, 12, 20 and 21 Block 8.
Lots 2, 7, 10, 12 and 16 Block 9.
Lots 1, 6, 12, 21 and 22 Block 10.
Lot 1 Block 11.
Lots 1 and 6 Block 12.
Lots 1 and 3 Block 13.
Lots 4, 5 and 12 Block 14.

Single family common wall construction shall comply with dwelling size requirements as set forth in Article II, Residential Covenants, Paragraph 2, of TALL OAKS and TALL OAKS FIRST ADDITION Declaration of Protective Covenants.

For purposes of clarification with regard to duplex units or common wall single family units, a garage for not less than one car must be provided for each dwelling unit or side. Further, with regard to duplex buildings, height limitations were amended to comply with city ordinance by Instrument of Amendment dated December 29, 1980, Pages 1174 and 1175, Film Volume 157.

Park Area - Tract "B"

The park area in Tall Oaks Second Addition titled Tract "B" has been dedicated to the City of McMinnville and shall be maintained by the City of McMinnville and shall be used by the general public.

(1)
Architectural Control Committee

In addition to powers, duties and purpose of the Architectural Control Committee as set forth in Article III of the Declaration, the committee shall encourage solar orientation of the initial construction to maximize utilization of solar energy.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 16th day of March, 1981.

NUPACIFIC COMPANY, an Oregon corporation (Declarant)

[Signature]
Leland H. Ascher, Vice President

[Signature]
M. L. Currin, Secretary

STATE OF OREGON

County of Multnomah

Personally appeared LELAND H. ASCHER and M. L. CURRIN, who being duly sworn, each for themselves and not one for the other, did say that the former is the Vice President and that the latter is the Secretary of NUPACIFIC COMPANY, an Oregon corporation, and that the seal affixed to the foregoing instrument is the corporate seal 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: 5-85

After recording, return to:

Nupacific Company
2611 S.W. Third, #303

STATE OF OREGON

County of Multnomah

[Signature]
M. L. Currin, Secretary

[Signature]
Charles H. Bruns, County Clerk

(2)
AMENDMENT TO DECLARATION OF 
PROTECTIVE COVENANTS AFFECTING 
TALL OAKS, TALL OAKS FIRST ADDITION 
AND TALL OAKS SECOND ADDITION

WHEREAS, KUPACIFIC COMPANY, an Oregon corporation, hereinafter 
referred to as "Declarant", is the owner of a majority of the platted 
lots within TALL OAKS, TALL OAKS FIRST ADDITION and TALL OAKS SECOND 
ADDITION situated in the City of McMinnville, County of Yamhill, State 
of Oregon; and

WHEREAS, TALL OAKS, TALL OAKS FIRST ADDITION and TALL OAKS 
SECOND ADDITION are duly recorded plats; and

WHEREAS, the Declarant desires to amend the original DECLARATION 
OF TALL OAKS PROTECTIVE COVENANTS, hereinafter referred to as "Declaration", 
recorded on File 137, pages 1877 through 1882 inclusive, amended by 
imstrument recorded on File 139, pages 030 and 027, further amended by 
imstrument recorded on File 157, pages 1174 through 1177 inclusive and 
the Instrument of Amendment of Tall Oaks Second Addition recorded on 
File 180, pages 1533 and 1534, of Deed Records of Yamhill County, State 
of Oregon; and

WHEREAS, the Declarant desires to establish additional residential 
covenants upon the ownership of real property within TALL OAKS, TALL OAKS 
FIRST ADDITION and TALL OAKS SECOND ADDITION; and

WHEREAS, in furtherance of the use and enjoyment of the park 
areas, the Declarant desires to establish a consistent covenant 
applicable to TALL OAKS, TALL OAKS FIRST ADDITION and TALL OAKS SECOND 
ADDITION.

NOW THEREFORE, in consideration of the foregoing the Declarant 
does hereby declare that the following protective covenants, conditions 
and restrictions shall become and are hereby made a part of all 
conveyances within TALL OAKS, TALL OAKS FIRST ADDITION and TALL OAKS 
SECOND ADDITION:

ARTICLE II, Residential Covenants, shall be amended to include 
the following paragraph:

(16) Landscaping

Each owner shall be responsible for maintaining the 
grounds of all lots at all times in an attractive manner 
and keeping in good order and repair any improvements 
thereon. All front yard landscaping must be completed 
within six (6) months from the date of occupancy of the 
residence constructed thereon. In the event of undue 
hardship due to weather conditions, this provision may 
be extended for a reasonable length of time upon written 
approval by the Architectural Control Committee.
ARTICLE II. Residential Covenants. Paragraph (15) titled
Park Areas - Tract "A" shall be amended to read:

(15) Park Areas - Tract "A"
The park area in the initial development of Tall Oaks,
Tract "A" has been dedicated to the City of McMinnville
and shall be maintained by the City of McMinnville and
shall be used by the general public.

IN WITNESS WHEREOF, the Declarant caused its corporate name
To be subscribed by its Vice President and Assistant Secretary
this 5th day of February, 1982.

NUPACIFIC COMPANY, an Oregon corporation
(Declarant)

BY:  

Vice President

BY:

Assistant Secretary

STATE OF OREGON
County of Multnomah

On the 5th day of February, 1982, personally appeared
Leland H. Aschen and Suzanne R. Heisen, who being duly
sworn each for himself and not one for the other, did say that the former
is the Vice President and that the latter is the Assistant Secretary of
NUPACIFIC COMPANY, 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
My commission expires: 3/5/85

After recording return to:
Nupacific Company
2611 S. W. Third, #303
Portland, Oregon 97201

STATE OF OREGON
County of Yamhill

COUNTY RECORDS

Recorded by me in Yamhill County.

COUNTY RECORDS

JULY 14, 1982
AMENDMENT TO
DECLARATION OF ANNEXATION OF
TALL OAKS SECOND ADDITION

WHEREAS, MUPACIFIC COMPANY, an Oregon corporation, hereinafter referred to as "Declarant", is the owner of a majority of the platted lots within the plat of TALL OAKS SECOND ADDITION, situated in the City of McMinnville, County of Yamhill, State of Oregon; and

WHEREAS, TALL OAKS SECOND ADDITION is a duly recorded plat; and

WHEREAS, the Declarant desires to declare of public record certain protective covenants, conditions and restrictions upon the ownership of real property within the plat of TALL OAKS SECOND ADDITION, amendments supplementing those declared in the original DECLARATION OF TALL OAKS PROTECTIVE COVENANTS (Declaration) recorded by Declarant on March 13, 1979 and amended by instruments recorded on April 18, 1979, December 29, 1980, February 8, 1982 and the Declaration of Annexation of Tall Oaks Second Addition recorded on March 25, 1981; and

WHEREAS, there may be constructed upon the properties herein-after described, dwelling units with common walls and common accesses for utilities; and

WHEREAS, in furtherance of the financing thereon and for the use, enjoyment and benefit of the subsequent individual, separate owners succeeding to the ownership of the dwelling units and parcel,

NOW THEREFORE, in consideration of the foregoing, the Declarant does hereby declare that the following protective covenants, conditions and restrictions:

(1) Shall become and are hereby made a part of all conveyances of the following lots within the plat of TALL OAKS SECOND ADDITION recorded March 25, 1981 in Cabinet A, Slide 203B, Plat Records of Yamhill County, Oregon:

<table>
<thead>
<tr>
<th>Block</th>
<th>Lots</th>
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<tbody>
<tr>
<td>7</td>
<td>1</td>
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<tr>
<td>8</td>
<td>5, 10, 12, 20 and 21</td>
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<tr>
<td>9</td>
<td>2, 7, 10, 12 and 16</td>
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<td>1, 6, 12, 21 and 22</td>
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<tr>
<td>11</td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>1 and 6</td>
</tr>
<tr>
<td>13</td>
<td>1 and 3</td>
</tr>
<tr>
<td>14</td>
<td>4, 5 and 12</td>
</tr>
</tbody>
</table>
(2) Shall by reference become a part of any such conveyances of whatever kind and shall apply thereto as fully and with the same effect as if set forth in full therein.

(3) Shall amend and be construed to be consistent with the original DECLARATION OF TALL OAKS PROTECTIVE COVENANTS recorded March 13, 1979 and its subsequent instruments of amendment and annexation above described.

ARTICLE V
COMMON WALLS

(1) General Rules of Law to Apply
Each wall which is built as a part of the dwelling units upon the lots of TALL OAKS SECOND ADDITION and placed or located on an existing or planned dividing line between the lots shall constitute a common wall, and to the extent not inconsistent with the provisions of this Article, the general rules of Oregon law regarding common walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(2) Use of Wall; Restrictions
Each of the adjoining owners shall have the right to use the common wall jointly with the other adjoining owner, PROVIDED that an owner shall not drive, place, or cause to be driven or placed, any nails, screws, bolts, or other objects into the common wall if such object penetrates the wall further than one-half inch, UNLESS written consent is given by the adjoining owner.

(3) Repair and Maintenance
The cost of reasonable repair and maintenance of a common wall necessary due to ordinary wear and tear shall be shared by the owners who make use of the wall in proportion to such use. Any repairs or maintenance of a common wall necessary due to acts or omissions of any owner shall be the responsibility of such owner.

(4) Insurance: Destruction by Fire or Other Casualty
The owners of dwelling units sharing a common wall shall agree upon and acquire a form of insurance, satisfactory to such owner’s mortgagees, of any, at the full insurable value of such dwelling units and common wall against casualty or fire loss.

(a) In the event of damage or destruction by casualty
or fire loss to a common wall, the damage or destruction shall be repaired, reconstructed or rebuilt by the owners sharing such common wall.

(b) In the case of substantial damage or destruction to a common wall, timely written notice thereof shall be given to the mortgagees of the dwelling units sharing such common wall.

(c) The owners shall be responsible for repairing, reconstructing or rebuilding all such damage or destruction to the common wall, except as hereinafter provided. Unless the proximate cause, and the dwelling unit responsible for the origination of a casualty or fire loss can be determined, the cost of any insurance deductible shall be shared equally by all owners sharing such common wall.

(d) Each owner shall be responsible for all repairing, reconstructing or rebuilding of his personal property.

(e) If, due to the act or neglect of an owner, or a member of his family, or of a guest or other authorized occupant or visitor of each owner, damage shall be caused to the common wall, or maintenance, repairs or replacements shall be required which would otherwise be covered by a jointly owned insurance policy, such owner shall pay for such damage and such maintenance or repairs, to the extent not covered by such insurance, due to such act or neglect.

(5) Weatherproofing

Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the common wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements.

(6) Dwelling Size

The living area of any dwelling unit which shares a common wall with an adjoining dwelling unit shall be not less than 900 square feet, and

(7) Sideyard Setbacks

There shall be no sideyard building setback requirement as set forth in Paragraph (3), Article I of these covenants on that side of the dwelling unit where a common wall is located PROVIDED that the dwelling unit with such a common wall shall not be located nearer than seven and one-half (7½) feet to any remaining side lot line.
ARTICLE VI
COMMON UTILITY ACCESS

(1) Common Access
Adjoining dwelling units sharing a common wall shall not have common access to sewage and water lines consisting of a common pipe for water and a common pipe for sewage running from the public trunk line to the dwelling units. Each owner shall refrain from interfering with, or causing interference with, the adjoining owners' access to said utilities.

ARTICLE VII
COMMON DRIVEWAY

(1) Common Driveway
Each driveway which is built to be used, or is used pursuant to agreement, by two or more adjoining owners shall be a common driveway. Each such owner shall refrain from interfering with, or causing interference with, the adjoining owners' use of the driveway.

(2) Repair and Maintenance
The cost of reasonable repair and maintenance of a common driveway necessary due to ordinary wear and tear shall be shared by the owners who make use of the driveway. Any repairs or maintenance of a common driveway necessary due to acts or omissions of any owner shall be the responsibility of such owner.

ARTICLE VIII
YARD AND OUTDOOR MAINTENANCE

(1) Affirmative Duty of Maintenance
Each owner shall be responsible for maintaining, painting or staining, and generally keeping in good order and repair, the exterior of any improvement on any of the properties owned by such owner and such owner shall be responsible for trimming and maintaining the lawns, shrubbery, plantings, trees and other landscaping thereon in a neat and proper condition consistent with good horticultural practices.
(2) Uniformity of Color and Decor

Any paint or stain applied by an owner to the exterior walls of any improvement sharing a common wall as defined in Article V hereof shall be of the same color and decor as the color and decor applied to such improvement when it was originally constructed in order to maintain uniformity of color and decor among all improvements sharing the common wall, unless all owners sharing the common wall agree otherwise. The color, decor and type of any roofing material, placed by an owner on any improvement sharing a common wall as defined in Article V hereof shall be of the same color, decor and type of roofing material used on such improvement when it was originally constructed in order to maintain uniformity of color, decor and type of roofing material among all improvements sharing the common wall, unless all owners sharing the common wall agree otherwise.

ARTICLE IX

GENERAL PROVISIONS FOR ARTICLES V, VI, VII AND VIII

(1) Easements

The owner of any dwelling unit which has a common wall with an adjoining dwelling unit shall grant an easement to the adjoining owner to enter upon his lot at any convenient and appropriate time and after a reasonable notice is given, for the purpose of repairing, replacing, maintaining, and renovating when appropriate any common wall, common driveway or other surface or access which serves the adjoining dwelling unit and lot.

(2) Arbitration

In the event of any dispute arising concerning the construction or application of these covenants in Articles V, VI, VII and VIII, the matter shall be submitted to the Architectural Control Committee for their decision. If this Committee is no longer in existence or fails to exercise its jurisdiction, each party shall choose one arbitrator, and such arbitrators shall together choose a third arbitrator, and the decision resolving such dispute shall be by a majority of the three arbitrators.

(3) Right to Contribution

The right of any owner to contribution from any other owner under this declaration shall be appurtenant to the land and shall pass to such owner's successors in title.
(4) Owner

The term "owner" as used in Articles V, VI, VII, VIII and IX shall mean title owner and shall include any occupant, agent, invitee or guest of such owner.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 2nd day of March, 1982.

NUPACIFIC COMPANY, an Oregon corporation
(Declarant)

BY: M. L. Currin
Vice President

BY: Suzanne R. Nelson
Assistant Secretary

STATE OF OREGON
County of Multnomah

ss.
March 2, 1982

Personally appeared M. L. Currin and Suzanne R. Nelson who being duly sworn, each for himself and not one for the other, did say that the former is the Vice President and the latter is the Assistant Secretary of NUPACIFIC COMPANY, 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:

[Signature]
Notary Public for Oregon
My commission expires: 7/22/87

After recording return to

NUPACIFIC COMPANY
2611 S. W. Third, #301
Portland, Oregon 97201

STATE OF OREGON
County of Yamhill

ss.
YAMHILL COUNTY, OREGON

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

Vol. 107, Page 1889

[Signature]
Clerk, Deputy
AMENDMENT OF DECLARATION
OF
TALL OAKS PROTECTIVE COVENANTS

This Amendment of Declaration of Protective Covenants is applicable to TALL OAKS, Block 1, Lots 1 through 15 inclusive; Block 2, Lots 1 through 33 inclusive; Block 3, Lots 1 through 26 inclusive; Block 4, Lots 1 through 6 inclusive; Block 5, Lots 1 through 6 inclusive; and TALL OAKS FIRST ADDITION, Block 6, Lots 1 through 7 inclusive.

WE, THE UNDERSIGNED, the owners of a majority of platted lots hereby amend the Declaration of TALL OAKS Protective Covenants recorded Film Volume 137, Page 1877, Deed and Mortgage Records, Yamhill County, Oregon. Article 2 (1) (C) is amended to delete Lot 10, Block 3 from the list of lots on which the construction of a duplex is allowed and required. The result of this amendment is to make Lot 10, Block 3 subject to the requirements of other single-family lots, but not subject to the requirement that a duplex be built on that lot.

This amendment shall not be interpreted to give to the owners of Lot 10, Block 3 any rights or responsibilities not already given in the Declaration of TALL OAKS Protective Covenants to the other owners of single-family dwelling lots.

WITNESS WHEREOF the undersigned lot owners have signed this document dated February 22, 1983.

<table>
<thead>
<tr>
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<th>No. of Lots Owned</th>
<th>Witness</th>
<th>Tally</th>
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<tr>
<td>Chris Johnson</td>
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<td>Michael A. Taylor</td>
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</tr>
<tr>
<td>James W. King</td>
<td>1</td>
<td>Michael A. Taylor</td>
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<td>David C. Cooper</td>
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<tr>
<td>Sharon R. Martin</td>
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<tr>
<td>Marily K. Allen</td>
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<td>David W. Johnson</td>
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<tr>
<td>David E. Peterson</td>
<td>1</td>
<td>Michael A. Taylor</td>
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Page 1 - AMENDMENT OF DECLARATION OF TALL OAKS PROTECTIVE COVENANTS
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>M. Taylor</td>
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<td>Michael A. Taylor</td>
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</tr>
<tr>
<td>M. Taylor</td>
<td>10</td>
<td>Michael A. Taylor</td>
</tr>
</tbody>
</table>

STATE OF OREGON  

County of Yamhill  

On this 22nd day of February 1983, before me, a Notary Public for Oregon, personally appeared Michael A. Taylor who signed the preceding instrument as his free act and voluntary deed for the purposes therein mentioned.

[Signature]

NOTARY PUBLIC FOR OREGON  
My Commission Expires: 1-12-85

STATE OF OREGON  

County of Yamhill  

On this 22nd day of September 1983 personally appeared Michael A. Taylor personally known to me who was the subscribing witness to the foregoing instrument, who being sworn, stated that he resides at 534 Ash Street, Dayton, Oregon and that he knew the persons described in and who executed the foregoing instrument and he acknowledged said instrument to be their voluntary act and deed.

[Signature]  

Notary Public for Oregon  
My commission expires: 3-30-1985