These covenants and restrictions apply to lots 28 to 45, lot 46, and lots 47 to 62 located in VALLEY'S EDGE SUBDIVISION, Phase II, Yamhill County, Oregon, (collectively "property", with individual parcels also referred to as "lot"). They are enforceable by owners of the "benefitted properties", which are defined as lots 28 to 45 and lots 47 to 62, but so long as the undersigned (or any of its managers, Ray Kauer, Howard Aster, Barry House or Mike Boundy) together or individually own or hold an option or right of first refusal to purchase on at least one acre of property described in Exhibit "A", then they are also enforceable by each member of the group consisting of West Hills Properties, LLC, an Oregon limited liability company, R&B Kauer Investments, LLC, an Oregon limited liability company, B.R. House, LLC, an Oregon limited liability company, Howard N. Aster or Margaret E.B. Aster, or Michael C. Boundy or Jodi L. Boundy, who owns property or an option to purchase property described in Exhibit "A".

The undersigned owners of all the real property included in the VALLEY'S EDGE SUBDIVISION, Phase II, a Plat duly recorded 4/18/2008, as 200806820, Plat Records of Yamhill County, Oregon, adopt the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the benefitted property described above.

These Covenants, Conditions and Restrictions shall constitute the Covenants to run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the property or any part of the property, and shall inure to each owner of benefitted property area and that owner's heirs, successors and assigns.

1.  **GENERAL RESTRICTIONS** (Applicable to all Lots)

   The following general restrictions apply to all of the property:

   a.  At all times, even prior to construction, lots will be maintained in an attractive condition, including but not limited to weeds and grass regularly mowed on unimproved lots.

   b.  All landscaping on any lot must be substantially completed within one (1) year from completion of construction or within (2) years from the issuance of a building permit, whichever is sooner.

   c.  No dwelling may be higher than two (2) stories above ground level. In addition, maximum height shall be no more than thirty-five (35) feet, measured from the ridge line of the roof to the uphill side.
grade level.

d. Exterior walls will be double wall construction on all sides of the house and will have lap siding, stone (natural or cultured), brick or stucco finish. No dwelling or other building shall be constructed with metal siding, vinyl siding or T-111 type siding, EXCEPT that buildings on lot 46 may be constructed with vinyl siding.

e. Roofing will be 30 year architectural style composition, cedar, tile or comparable. Metal roofing is not allowed. Roofs shall be a minimum 5/12 pitch.

f. House colors will be natural earth tones or calm colors, not bright or vivid shades.

g. No chain link or other metal fencing will be used on lots, except ornamental iron which is acceptable. This provision does not preclude fencing not ordinarily visible from the street or from the ground level of adjoining lots such as dog runs or protective fencing around spas or pools.

h. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard or nuisance.

i. No short wave antennas or large (greater than 1 meter in diameter) satellite dishes will be placed on properties or lots. To the extent allowed by applicable law, allowed satellite dishes will be located on the property to have the least visual impact on the neighbors, consistent with proper functioning of the dish. No antennas may extend beyond the highest point on a house, to the extent a restriction such as this is allowed by applicable law.

j. All garbage, trash, cuttings, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, heating and cooling equipment, and other service facilities shall be screened from view from neighboring lots (ground level) and roads.

k. No offensive activity shall be carried on in any lot, nor shall anything be placed or constructed on any lot, or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots or otherwise may become a nuisance or annoyance to the neighborhood. No garbage, trash, cuttings or refuse may be allowed to accumulate or remain on the lot.

l. No lot may be used as a place to raise animals of any kind except for a reasonable number of ordinary household pets, which shall be leashed or kenneled and not allowed to run at large. Allowed animals shall not be a nuisance to owners of other lots.

m. No recreational or commercial vehicles (excluding pickups and vans), trailers, boats, snowmobiles, motor homes, truck campers, or off-road vehicles may be kept on the property unless they are stored in a garage or not parked closer to the front of the lot than any portion of the house and they are stored behind a 6 foot high opaque fence. Pads and driveway approaches for allowed storage of such vehicles must be concrete. No such vehicles may be parked overnight on any street or road serving the property, except that, subject to City of McMinnville restrictions, for a maximum total
such use of 14 days per calendar year, vehicles of guests of homeowners may be parked overnight. No heavy equipment or semi-tractors or trailers or flatbeds of any kind are allowed on the property, except as needed to construct or maintain buildings and improvements allowed by these covenants or temporarily for delivery of residential items.

n. Loading, unloading or cleaning of recreational or commercial vehicles (excluding pickups) may take place no more than 3 days in a row and no more than twice a month.

o. There shall not be stored, parked, or kept upon any lot in open and plain view any motor vehicle which is in a rusted, junked, partially dismantled, inoperative or abandoned condition. The owner of the vehicle shall remove it or store it in a building where it will not be visible from the street or other property.

p. All sites shall be equipped with closed containers for storage of garbage and other refuse between regular pickup dates. All containers shall be maintained in a clean, sanitary and rodent proof condition. No lot shall be used or maintained a a dumping ground for rubbish, trash or garbage. All waste rubbish, trash or garbage shall only be kept in the closed containers for storage of garbage.

2. **RESTRICTIONS** (Applicable only to Lots 28-45 and Lots 47-62)

The following restrictions apply only to Lots 28-45 and Lots 47-62:

a. No building shall be constructed other than a single-family permanent dwelling for private use and other outbuildings having uses related to those uses, such as garages, carports, private greenhouses, a swimming pool or other types of home recreational facilities. For purposes of the preceding sentence, a “permanent dwelling” shall not include a prefabricated modular residential structure which is transported to any property in a state of substantial prefabrication and then permanently affixed to a ground level foundation or a manufactured dwelling as presently defined in ORS 446.003(26)(a). All outbuildings must be of good construction and of materials and design compatible with the associated dwelling. No lot may contain more than one owner-occupied single-family dwelling and the necessary outbuildings for permitted uses. The only non-residential uses allowed on the property are home occupations, if they meet all applicable laws, rules and regulations, (including those of the City of McMinnville applicable in this zone) and otherwise comply with these Covenants, Conditions and Restrictions.

b. All construction on any lot must be completed and the final occupancy permit issued by the City of McMinnville within one (1) year from the issuance of a building permit.

c. The minimum size for a dwelling, exclusive of garages, carports, outbuildings, covered walks and open porches, is ONE THOUSAND FOUR HUNDRED (1,400) square feet. Lots 31A and 31B are, however, single-family common wall lots. It is permissible to build a common wall unit on these lots. The minimum size for a dwelling on either Lot 31A or 31B, exclusive of garages, carports, outbuildings, covered walks and open porches, is ONE THOUSAND TWO HUNDRED (1,200) square feet.
d. All residences will have a 2 car garage or larger, the minimum ground floor area of which will be FOUR HUNDRED (400) square feet, except that each residence on Lots 31A and 31B is only required to have a single car garage, the minimum ground floor area of which will be TWO HUNDRED (200) square feet.

e. No commercial advertising signs or billboards shall be placed or kept on any lot, except such signs as are normally used in connection with the sale of real property (including a model home) may be placed upon the lot of any owner desiring to sell. No political signs may be kept on a lot, except political signs erected not earlier than 60 days before the next scheduled election in which owners of property in the area are entitled to vote, which must be removed not later than 14 days after such election. In addition, such signs may be no larger than 18 inches by 24 inches.

3. **RESTRICTIONS** (Applicable only to Lot 46)

The following restrictions apply only to Lot 46.

a. No building shall be constructed other than a multi-family apartment dwelling and other outbuildings having uses related to this uses, such as garages, carports, a swimming pool or other types of recreational facilities appropriate to a high quality apartment building. All outbuildings must be of good construction and of materials and design compatible with the associated apartment dwelling. The only non-residential uses allowed on the property are those associated with the ownership and maintenance of the apartment complex and home occupations, if they meet all applicable laws, rules and regulations, including those of the City of McMinnville applicable in this zone and otherwise comply with all applicable provisions of these Covenants, Conditions and Restrictions.

b. All construction on any lot must be completed and the final occupancy permit issued by the City of McMinnville within one (1) year from the issuance of a building permit. (If apartment buildings are constructed in phases, this provision applies separately to each phase or building being constructed.)

c. Each apartment building and the apartment complex as a whole must comply with all applicable laws, rules and regulations, including but not limited to building codes and rules and regulations and conditions imposed by the City of McMinnville.

d. No commercial advertising signs or billboards shall be placed or kept on the lot, except signs related to usual, ordinary and necessary apartment uses, such as advertising name of buildings or the complex, directing residents and others to the office, individual buildings or specific portions of facility, as well as the availability of apartments for rent. In addition, signs that are normally used in connection with the sale of real property may be placed on the lot if the owner desires to sell the property. No political signs may be kept on the lot, except political signs erected not earlier than 60 days before the next scheduled election in which owners of property in the area are entitled to vote, which must be removed not later than 14 days after such election. Political or "for sale" signs may be no larger than 18 inches by 24 inches. In addition, the owner must comply with all applicable laws, rules and regulations governing signs, including but not limited to those imposed
ENFORCEMENT

a. These restrictions shall be for the protection and benefit of each of the property owners or occupants of any portion of the benefitted property. Any such person shall have the right at law or in equity to enforce the restrictions. It is not implied nor at any time will Yamhill County or the City of McMinnville be responsible for the enforcement of these restrictions.

b. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of the land and all persons claiming by, through or under them until ten years from the recording of this document at which time these covenants shall be automatically extended for successive periods of ten years. The owners of at least two-thirds (2/3) of the benefitted properties may, at any time, agree in writing to change these covenants in whole or part, and such agreement is duly recorded in the Yamhill County real property records. Each legally subdivided or partitioned portion of the benefitted property shall entitle its owners to one vote.

c. Invalidation of any of these covenants, restrictions, or conditions by court order, judgment or decree shall in no way affect any of the remaining provisions which shall continue to remain in full force and effect.

d. If a suit or action (including an arbitration) is filed to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party, in addition to the costs and disbursements provided by statute, any sum which a court (or arbitration tribunal), including any appellate court, may adjudge reasonable as attorney fees.

DATED this 4th day of April, 2008.

WEST HILLS PROPERTIES, LLC

By

Howard Aster, Manager

By

Raymond Kauer, Manager

By

Barry House, Manager

By

Michael C. Boundy, Manager

R&B KAUSER INVESTMENTS, LLC

By

Raymond Kauer, Manager

B.R. HOUSE, LLC

By

Manager

By

Manager
Howard N. Aster

Margaret E.B. Aster

Michael C. Boundary

Jodi L. Boundary

STATE OF OREGON

County of Yamhill

On the 7th day of April, 2008, personally appeared Howard Aster, who, being first duly sworn, did say that he is a Manager of WEST HILLS PROPERTIES, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

__________________________

NOTARY PUBLIC FOR OREGON

OFFICIAL SEAL
APRIL B CIULLA
NOTARY PUBLIC-OREGON
COMMISSION NO. 423546
MY COMMISSION EXPIRES JAN. 10, 2012

STATE OF OREGON

County of Yamhill

On the 18th day of April, 2008, personally appeared Raymond Kauer, who, being first duly sworn, did say that he is a Manager of WEST HILLS PROPERTIES, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

__________________________

NOTARY PUBLIC FOR OREGON

OFFICIAL SEAL
LINDA L FINN
NOTARY PUBLIC-OREGON
COMMISSION NO. 423566
MY COMMISSION EXPIRES FEB. 6, 2012

STATE OF OREGON

County of Yamhill

On the 4th day of April, 2008, personally appeared Barry House, who, being first duly sworn, did say that he is a Manager of WEST HILLS PROPERTIES, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

__________________________

NOTARY PUBLIC FOR OREGON

OFFICIAL SEAL
LINDA L FINN
NOTARY PUBLIC-OREGON
COMMISSION NO. 423566
MY COMMISSION EXPIRES FEB. 6, 2012
STATE OF OREGON  
County of Yamhill  

On the __ day of April, 2008, personally appeared Michael C. Boundy, who, being first duly sworn, did say that he is a Manager of WEST HILLS PROPERTIES, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and he acknowledged said instrument to be its voluntary act and deed.

Before me: 

[Signature]

NOTARY PUBLIC FOR OREGON

STATE OF OREGON  
County of Yamhill  

On the __ day of April, 2008, personally appeared Raymond C. Kauer, who, being first duly sworn, did say that he is a Manager of R&B Kauer, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and he acknowledged said instrument to be its voluntary act and deed.

Before me: 

[Signature]

NOTARY PUBLIC FOR OREGON

STATE OF OREGON  
County of Yamhill  

On the __ day of April, 2008, personally appeared Barry House, who, being first duly sworn, did say that he is the Manager of B.R. House, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and he acknowledged said instrument to be its voluntary act and deed.

Before me: 

[Signature]

NOTARY PUBLIC FOR OREGON
STATE OF OREGON )
County of Yamhill ) ss.

On April 7, 2008, personally appeared the above-named Howard N. Aster and Margaret E.B. Aster, who acknowledged that the foregoing instrument was their voluntary act and deed.

Before me:

[Signature]
NOTARY PUBLIC FOR OREGON

STATE OF OREGON )
County of Yamhill ) ss.

On April 18, 2008, personally appeared the above-named Michael C. Boundy and Jodi L. Boundy, who acknowledged that the foregoing instrument was their voluntary act and deed.

Before me:

[Signature]
NOTARY PUBLIC FOR OREGON
EXHIBIT A

Legal Description of Other Property, Ownership of which creates rights to enforce these CCRs in favor of certain persons and entities:

Parcels 1 and 2 of City of McMinnville Partition 2007-100, Docket No. McMinnville MF 8-07;

EXCEPTING THEREFROM, Lots 28 to 62, VALLEY'S EDGE SUBDIVISION, PHASE II.
FIRST AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
VALLEY’S EDGE SUBDIVISION - PHASE II

AFTER RECORDING, RETURN TO:
West Hills Properties, LLC
708 NE Baker St.
McMinnville, OR 97128

FIRST AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
VALLEY’S EDGE SUBDIVISION

Phase II

This is an Amendment to the Covenants, Conditions and Restrictions for Valley’s Edge Subdivision - Phase II, recorded April 18, 2008, as Instrument No. 200806820, Yamhill County Records (“Valley’s Edge Phase II CC&Rs”). This Amendment has been adopted by approval of the owner of all of the benefitted properties as defined in the Valley’s Edge Phase II CC&Rs, except Lot 40. This constitutes greater than the 2/3 approval required for Amendment. The Valley’s Edge Phase II CC&Rs are hereby amended as follows:

1. The Section entitled “Enforcement” is renumbered from Section “2” (a typographical error) to Section “6”.

2. The following Section 4 is added:

4. DESIGN REVIEW COMMITTEE

4.1 Prior to the sale of 70 percent of lots within Valley’s Edge Subdivision - Phase II, West Hills Properties, LLC (“Developer”) will act as and perform the functions of the Design Review Committee. After the sale of 70 percent of lots, Developer will create the Design Review Committee by appointing the initial members. Plans for all houses to be constructed on any lot within Valley’s Edge Subdivision - Phase II shall be submitted to a Design Review Committee.

4.2 The Design Review Committee will have three members. Each member shall serve for a period of three years and until a successor has been elected, except that Developer will appoint one of the initial members for a one year term, one of the initial members for a two year term, and the third for a three year term, so as to achieve staggered terms among the three members of the Committee.

4.3 The Developer shall appoint the initial Design Review Committee and shall continue to make appointments to the Design Review Committee for a period of seven years after the plat of the property has been filed, or until 70 percent of the lots within the property described herein have been sold, whichever occurs first. Thereafter, the Design Review Committee members shall be elected by a majority vote of the lot owners voting in the election, provided a quorum of 15 lot owners are present. An election will be held on the second Monday of January of each year, or at such other time during the month of January as may be specified by the Design Review Committee. If less than a quorum appears, those appearing shall have authority to adjourn and reschedule meetings until a quorum appears.
4.4 The Design Review Committee shall notify all lot owners of the time and place of a meeting for the purpose of filling a vacancy at least 30 days prior to the election. Each lot owner shall have one vote, except that where more than one person holds an ownership interest in a lot, only one vote for such lot shall be cast, as the owners thereof among themselves determine. Where an even number of persons have an ownership interest in a lot, and they are evenly split as to how a vote should be cast, then said lot owners shall not be entitled to cast any vote on such matter, but shall be counted for quorum purposes only. Notice of elections shall be given by first class mail to the lot owner(s) according to the property tax records of Yamhill County at the time notice is sent.

4.5 No construction will be permitted, nor a building permit obtained, without prior approval in writing of the Design Review Committee. Lot owners shall submit to the Design Review Committee the following:

4.5.1 Plot plan;
4.5.2 Foundation plan;
4.5.3 General floor plan;
4.5.4 Plan elevation;
4.5.5 Roof layout and materials specifications, including peak height above curb;
4.5.6 Landscape plan, including fence plans, if any, disclosing landscaping of the entire lot; and
4.5.7 Exterior color swatch(es).
4.5.8 Specifications. A description of building materials and supplies to be used in construction equivalent in detail to the Uniform Building Code.

4.6 The Design Review Committee shall, before giving its approval, verify that the proposed residence complies with the general characteristics outlined above in Sections 1 and 2 and is, in the judgment of the Committee, compatible with other homes in Valley’s Edge Subdivision - Phase II, either existing or proposed. The Design Review Committee shall interpret the improvement and design standards set forth in Sections 1 and 2 and in the event any section or portion is found invalid, the remaining sections shall remain in full force and effect.

4.7 Approval by the Design Review Committee shall not excuse compliance with any other governmental rule, ordinance, code or regulation applicable to any lot or other property within Valley’s Subdivision - Phase II.

4.8 The Design Review Committee may withhold approval of plans and specifications because of their non-compliance with any of these specific covenants, but also because of the dissatisfaction of the Committee with any or all other matters or things which, in the judgment of the Committee would render the proposed structure inharmonious with the general plan of improvement of Valley’s Edge Subdivision - Phase II or with the structures erected or proposed to be erected on other lots in Valley’s Edge Subdivision - Phase II. The Committee may place reasonable conditions upon its approval including, but not limited to, time allowed for completion.

4.9 The Design Review Committee shall issue its opinion or notify the lot owner of its
objections within 21 days from the date of a complete submission of all plans and specifications by the lot owner. If the Committee fails to issue an opinion or notify the lot owner of its objections within the required time, the plans and specifications as submitted shall be deemed to be approved by the Committee.

4.10 Any member(s) of the Design Review Committee may at any reasonable hour or hours, after reasonable notice, enter in and inspect any lot and improvement thereon for the purpose of determining compliance with the approved plans and specifications or compliance with other provisions of these covenants, and such member(s) shall not be deemed guilty of any manner of trespass for such entry or inspection. The Design Review Committee may issue a certificate of completion and compliance as to any property so inspected.

4.11 All communications to the Design Review Committee shall be delivered to the Developer at its office at 708 N.E. Baker Street, McMinnville, Oregon, until such time as the Developer’s interest is terminated (see Section 4.1) at which time all communications shall be delivered to the Chair of the Design Review Committee at his or her mailing address, as shall be made known at the annual meeting described in Section 4.3 above.

4.12 The Developer and the Design Review Committee may maintain and make available an architectural checklist. Such checklist may be modified from time to time.

4.13 Neither the Design Review 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 has, in accordance with the actual knowledge possessed by him, acted in good faith.

5. STREET TREES. The Developer, at appropriate times, intends to plant trees as required by the City of McMinnville in the area between the curb and the sidewalk in front of each lot. Locations will vary. The trees, once planted, will belong to the City of McMinnville. After the trees are planted, each lot owner is responsible for the care, maintenance and, if necessary, replacement of such trees located directly in front of the lot, between the lot and the public street. These “street trees” will be maintained in a healthy attractive condition. Replacement, if necessary to achieve this, as well as care and maintenance, must comply with all laws, rules and regulations of the City of McMinnville.

DATED this 9 day of July, 2008.

WEST HILLS PROPERTIES, LLC
(Owner of Lots 28 through 45 and Lots 47 through 62)

By

Howard Aster, Manager

By

Raymond Kauer, Manager

By

Barry House, Manager

By

Michael C. Boudy, Manager

Page 3 - FIRST AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
The following individuals or entities who presently have a right to enforce the Valley’s Edge Phase II CC&Rs under the terms of the Valley’s Edge Phase II CC&Rs, hereby consent to this Amendment.

R&B KAURER INVESTMENTS, LLC

By ________________________________
Manager

Howard N. Aster

Michael C. Boundy

STATE OF OREGON  )
   ss
County of Yamhill  )

On the 9 day of July , 2008, personally appeared Howard Aster, who, being first duly sworn, did say that he is a Manager of WEST HILLS PROPERTIES, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

______________________________
CYNTHIA J. WILLIS
NOTARY PUBLIC FOR OREGON

B.R. HOUSE, LLC

By ________________________________
Manager

Margaret E.B. Aster

Jody L. Boundy

STATE OF OREGON  )
   ss
County of Yamhill  )

On the 7 day of July , 2008, personally appeared Raymond Kauer, who, being first duly sworn, did say that he is a Manager of WEST HILLS PROPERTIES, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

______________________________
CYNTHIA J. WILLIS
NOTARY PUBLIC FOR OREGON

STATE OF OREGON  )
   ss
County of Yamhill  )

On the 8 day of July , 2008, personally appeared Barry House, who, being first duly sworn, did say
that he is a Manager of WEST HILLS PROPERTIES, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

STATE OF OREGON 

) ss 

County of Yamhill 

On the 9 day of July, 2008, personally appeared Michael C. Boundy, who, being first duly sworn, did say that he is a Manager of WEST HILLS PROPERTIES, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

OFFICIAL SEAL 
CYNTHIA J WILSS 
NOTARY PUBLIC-OREGON 
COMMISSION NO. 421374 
MY COMMISSION EXPIRES SEPT. 16, 2011 

NOTARY PUBLIC FOR OREGON 

STATE OF OREGON 

) ss 

County of Yamhill 

On the 7 day of July, 2008, personally appeared Raymond C. Kauer, who, being first duly sworn, did say that he is a Manager of R&B Kauer, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

OFFICIAL SEAL 
CYNTHIA J WILSS 
NOTARY PUBLIC-OREGON 
COMMISSION NO. 421374 
MY COMMISSION EXPIRES SEPT. 16, 2011 

NOTARY PUBLIC FOR OREGON 

STATE OF OREGON 

) ss 

County of Yamhill 

On the 8 day of July, 2008, personally appeared Barry House, who, being first duly sworn, did say that he is the Manager of B.R. House, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

OFFICIAL SEAL 
CYNTHIA J WILSS 
NOTARY PUBLIC-OREGON 
COMMISSION NO. 421374 
MY COMMISSION EXPIRES SEPT. 16, 2011 

NOTARY PUBLIC FOR OREGON
STATE OF OREGON  
)  
) ss.  
County of Yamhill  
)

On __July 9__, 2008, personally appeared the above-named Howard N. Aster and Margaret E.B. Aster, who acknowledged that the foregoing instrument was their voluntary act and deed.

Before me:

[Signature]

NOTARY PUBLIC FOR OREGON

STATE OF OREGON  
)  
) ss.  
County of Yamhill  
)

On __July 9__, 2008, personally appeared the above-named Michael C. Boundy and Jodi L. Boundy, who acknowledged that the foregoing instrument was their voluntary act and deed.

Before me:

[Signature]

NOTARY PUBLIC FOR OREGON
VALLEY'S EDGE PHASE II
A SUBDIVISION IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 5 WEST, WILAMETTE MERIDIAN,
A PORTION OF THE JOHN B. DAVIS DONATION LAND CLAIM NUMBER 44 AND THE WILLIAM G. DAVIS DONATION LAND CLAIM NUMBER 45
CITY OF McMinnville, Yamhill County, Oregon, Tax Lot R4524-00081
28 MARCH 2008
CITY OF McMinnville FILE NUMBER: S-13-06

DEDICATION
KNOW ALL MEN BY THESE PRESENTS that WEST HILLS PROPERTIES, L.L.C., is the owner of the lands described in the Surveyor's Certificate and have caused said lands to be surveyed and platted into lots, street right of ways and easements as shown and noted on the attached map, in accordance with the provisions of the respective O.R.S., and the standards of the City of McMinnville, to be dedicated as VALLEY'S EDGE PHASE 2. We undersigned do hereby dedicate for the public use forever at street right of ways and easements for the purposes shown and noted on the attached map.

RAYMOND C. KAUSER
Manager of West Hills Properties, LLC.

ACKNOWLEDGMENT
STATE OF OREGON )

COUNTY OF YAMHILL )

On the 31st day of March, 2008, personally appeared before me, a Notary Public for the State of Oregon, RAYMOND C. KAUSER, Manager of West Hills Properties, L.L.C., an Oregon Limited Liability Company, and that this Declaration was voluntarily signed and sealed by him in behalf of and pursuant to authority of said corporation.

BARRY W. HOUSE
Manager of West Hills Properties, L.L.C.

ACKNOWLEDGMENT
STATE OF OREGON )

COUNTY OF YAMHILL )

On the 31st day of March, 2008, personally appeared before me, a Notary Public for the State of Oregon, BARRY W. HOUSE, Manager of West Hills Properties, L.L.C., an Oregon Limited Liability Company, and that this Declaration was voluntarily signed and sealed by him in behalf of and pursuant to authority of said corporation.

HOWARD N. ASTER
Manager of West Hills Properties, L.L.C.

ACKNOWLEDGMENT
STATE OF OREGON )

COUNTY OF YAMHILL )

On this 31st day of March, 2008, personally appeared before me, a Notary Public for the State of Oregon, HOWARD N. ASTER, Manager of West Hills Properties, L.L.C., an Oregon Limited Liability Company, and that this Declaration was voluntarily signed and sealed by him in behalf of and pursuant to authority of said corporation.

NOTES:
(1) This subdivision is subject to covenants, conditions and restrictions recorded in Instrument No. 200800081, Yamhill County Clerk's Office.
(2) Pursuant to City of McMinnville Ord. 4282, a park shall be provided for each lot at the time of sale for a building permit.
(3) Direct access to West 2nd Street for Lots 39, 40, 60 & 61 shall be prohibited.

SURVEYOR'S CERTIFICATE
1. Matt Dunkel, do hereby certify that I have correctly surveyed and
marked with proper monuments the land herein shown and
named VALLEY’S EDGE PHASE 2, the exterior boundary of which is described as follows:

Beginning at the northeast corner of VALLEY’S EDGE PHASE 1; thence along the west line of VALLEY’S EDGE PHASE 1 the following courses and distances:

South 13°47’16” East 60.00 feet; thence South 14°31’25” East 60.00 feet; thence South 10°42’44” East 74.99 feet; thence South 06°02’54” East 74.99 feet; thence South 02°51’50” East 42.00 feet; thence South 00°47’26” East 54.13 feet; thence South 01°29’57” West 10.02 feet; thence South 00°00’28” East 638.87 feet; thence to a point on the centerline of Redmond Hill Road and the southwest corner of said VALLEY’S EDGE PHASE 1; thence leaving said west line, north 89°14’19” East 830.58 feet along said centerline; thence North 00°49’19” East 42.62 feet to the centerline of a creek; thence along the centerline of said creek the following courses and distances;

North 58°28’50” West 23.08 feet; thence North 29°23’56” West 22.62 feet; thence North 34°55’58” West 36.96 feet; thence North 15°19’44” West 49.37 feet; thence North 13°59’47” West 62.61 feet; thence North 24°31’51” West 36.17 feet; thence North 10°43’17” West 14.32 feet; thence North 44°39’22” West 52.48 feet; thence North 64°05’21” West 46.72 feet; thence leaving the centerline of said creek and proceeding northeasterly 46.62 feet along the west line of the subdivision, the chord of which bears north 58°45’31” East 42.31 feet; thence North 38°25’39” East 80.00 feet; thence northeasterly 27.00 feet along a 370.00 foot radius curve concave to the northwest, the chord of which bears north 38°42’56” West 131.14 feet; thence North 38°42’56” West 131.14 feet; thence North 58°07’56” East 134.20 feet; thence North 50°02’39” West 66.17 feet; thence North 47°32’33” East 215.57 feet; thence North 49°51’39” East 208.45 feet; thence northeasterly 517.18 feet along a 1140.00 foot radius curve concave to the southeast, the chord of which bears north 67°11’11” East 515.14 feet; thence South 14°48’12” East 112.75 feet; thence North 76°17’52” East 13.52 feet to the point of beginning.

Matt Dunkel
Matt Dunkel & Assoc.
3765 Riverbend Drive
McMinnville, Oregon 97128
Tel: 503-472-7900
Fax: 503-472-0367
Email: matt@dunkelassociates.com

This signed copy is an exact copy of the original plat of VALLEY’S EDGE PHASE 2.