

Homebook

5123 Longest Dr, Newberg, OR 97132



Jennifer Nash

Cascade Hasson Sotheby's International Realty
(503) 387-1238 | Jennifer@NashRealtyNW.com



First American Title™

EMAIL csfirst@firstam.com | PHONE 503.476.8735



Ownership

Legal Owner(s): Donley Trust

Site Address: 5123 E Longest Dr Newberg, OR 97132

Mailing Address: 5123 E Longest Dr Newberg, OR 97132

Parcel #: R3215CC 07700

APN: 538489

County: Yamhill

Property Characteristics

Bedrooms: 4

Total Bathrooms: 3.00

Full Bathrooms: 3

Half Bathrooms: 0.00

Units: 0

Stories: 2.00

Fire Place: Y

Air Conditioning: Central

Heating Type: Forced air unit

Year Built: 2013

Building SqFt: 2,445

First Floor SqFt: 1,541

Basement SqFt: 0

Basement Type:

Lot SqFt: 6,307

Lot Acres: .15

Roof Type: Composition Shingle

Roof Shape: GABLE

Porch Type:

Building Style:

Garage: Attached Garage

Garage SqFt: 399

Parking Spots: 1

Pool:

Property Information

Land Use: RESIDENTIAL

Improvement Type: Single Family Residential

Legal Description: LOT 289 IN THE GREENS AT SPRINGBROOK NO. 7

Zoning: R-1/SP

School District: Newberg School District 29j

Neighborhood:

Subdivision:

Assessor & Taxes

2025 Market Land: \$260,610

2025 Market Structure: \$444,510

2025 Market Total: \$705,120

2025 Assessed Total: \$462,685

2025 Taxes: \$7,466.16

% Improved: 66.15

Levy Code:

Millage Rate:

Sale History

Last Sale Date: 3/24/2023

Doc #: 2433

Last Sale Price: \$677,000

Prior Sale Date: 4/22/2014

Prior Doc #: 201404500

Prior Sale Price: \$379,300

Mortgage

1st Mortgage Date:

Doc #:

1st Mortgage Amt: \$

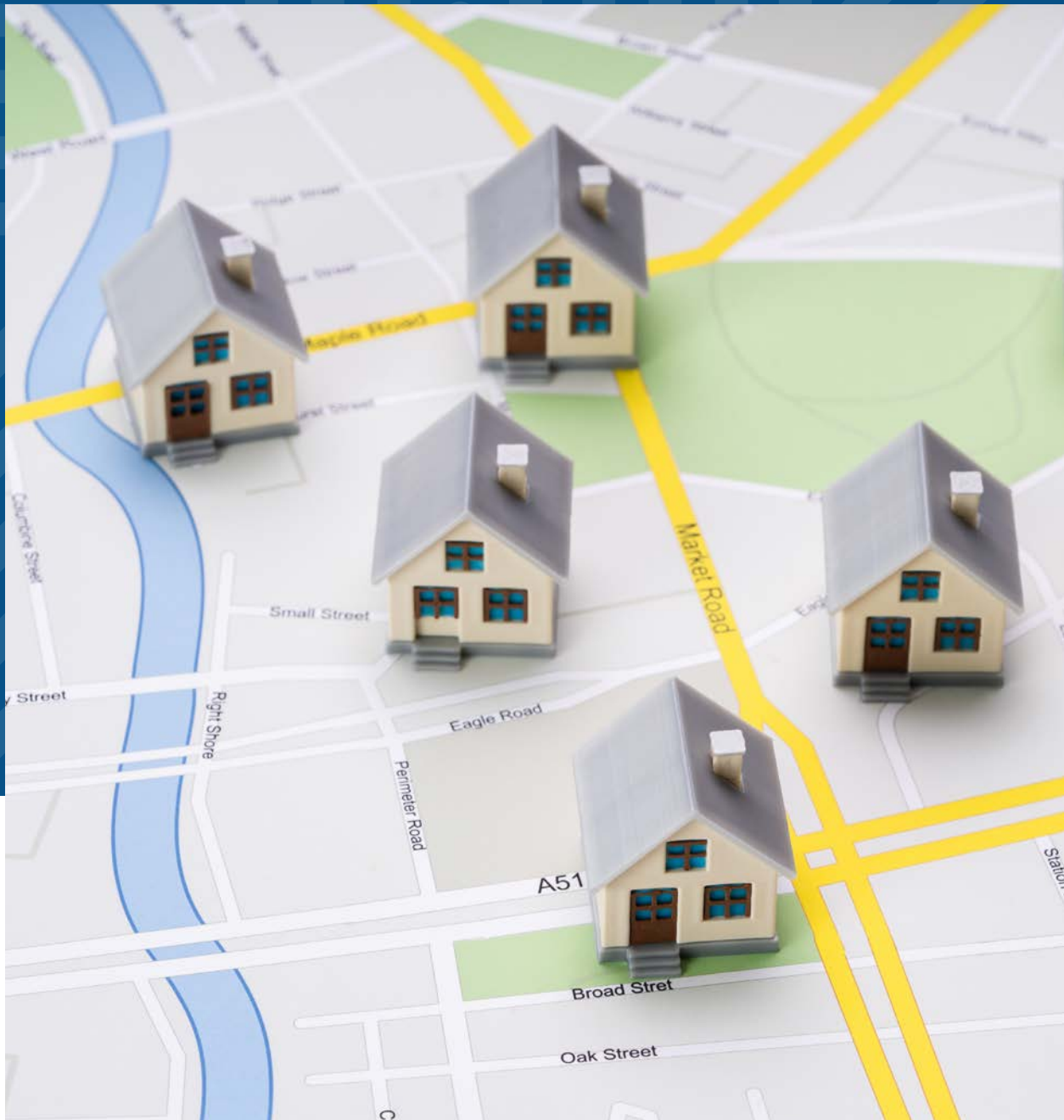
1st Mortgage Type:

1st Mortgage Lender:

2nd Mortgage Amt: \$

2nd Mortgage Type:

Property Maps



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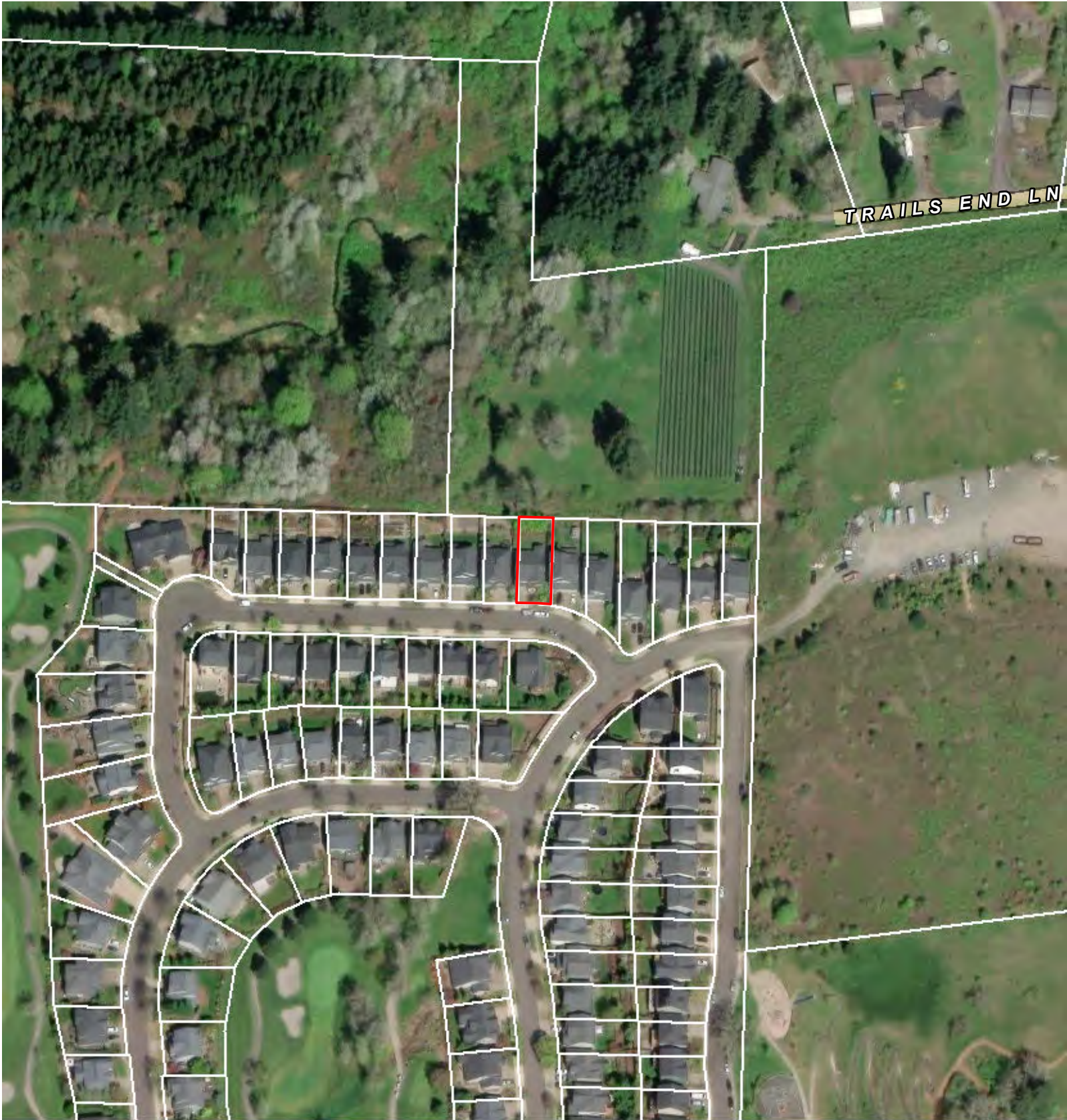
Taxlot



Subject



Taxlot



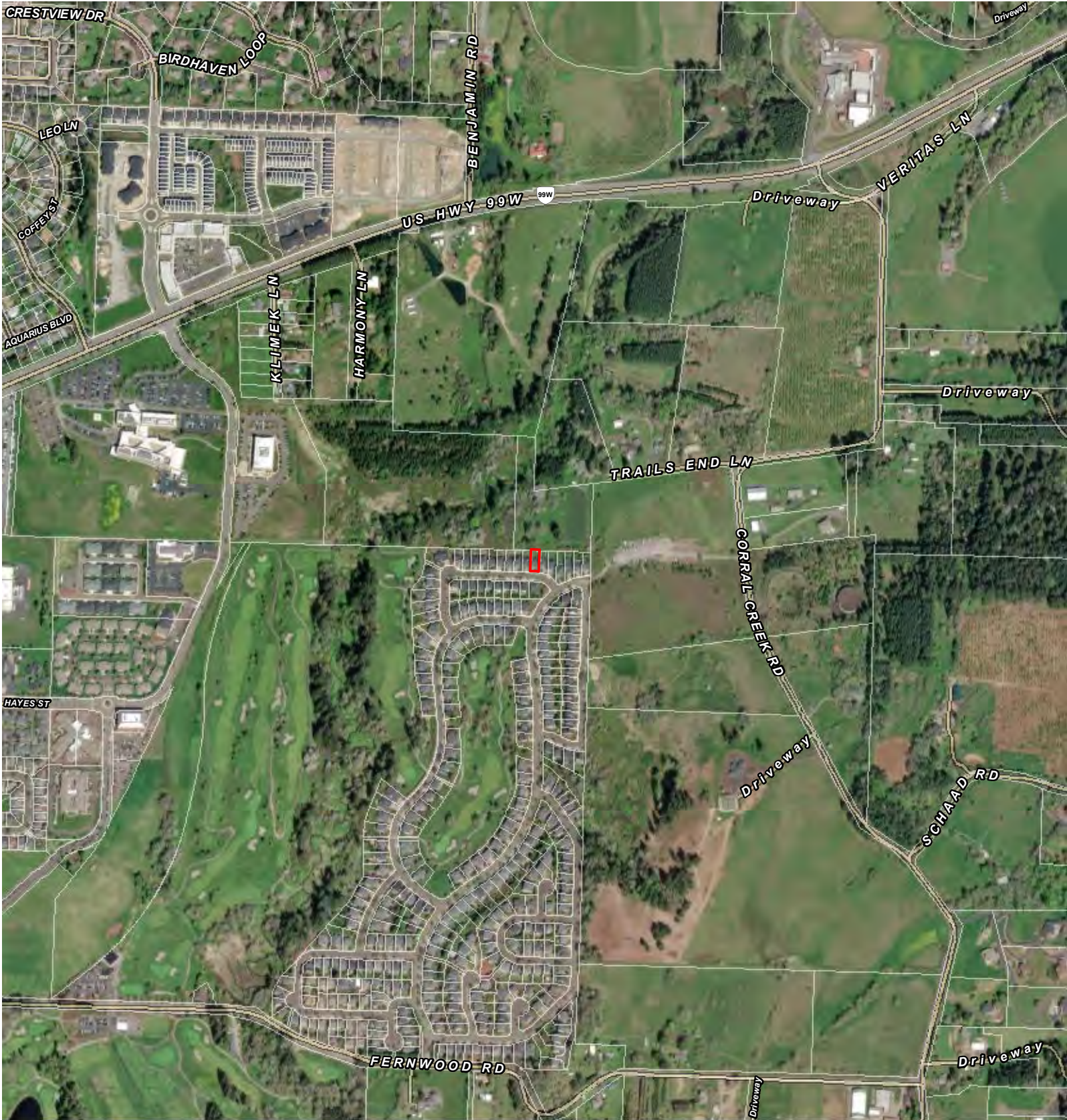
Aerial



Subject



Taxlot



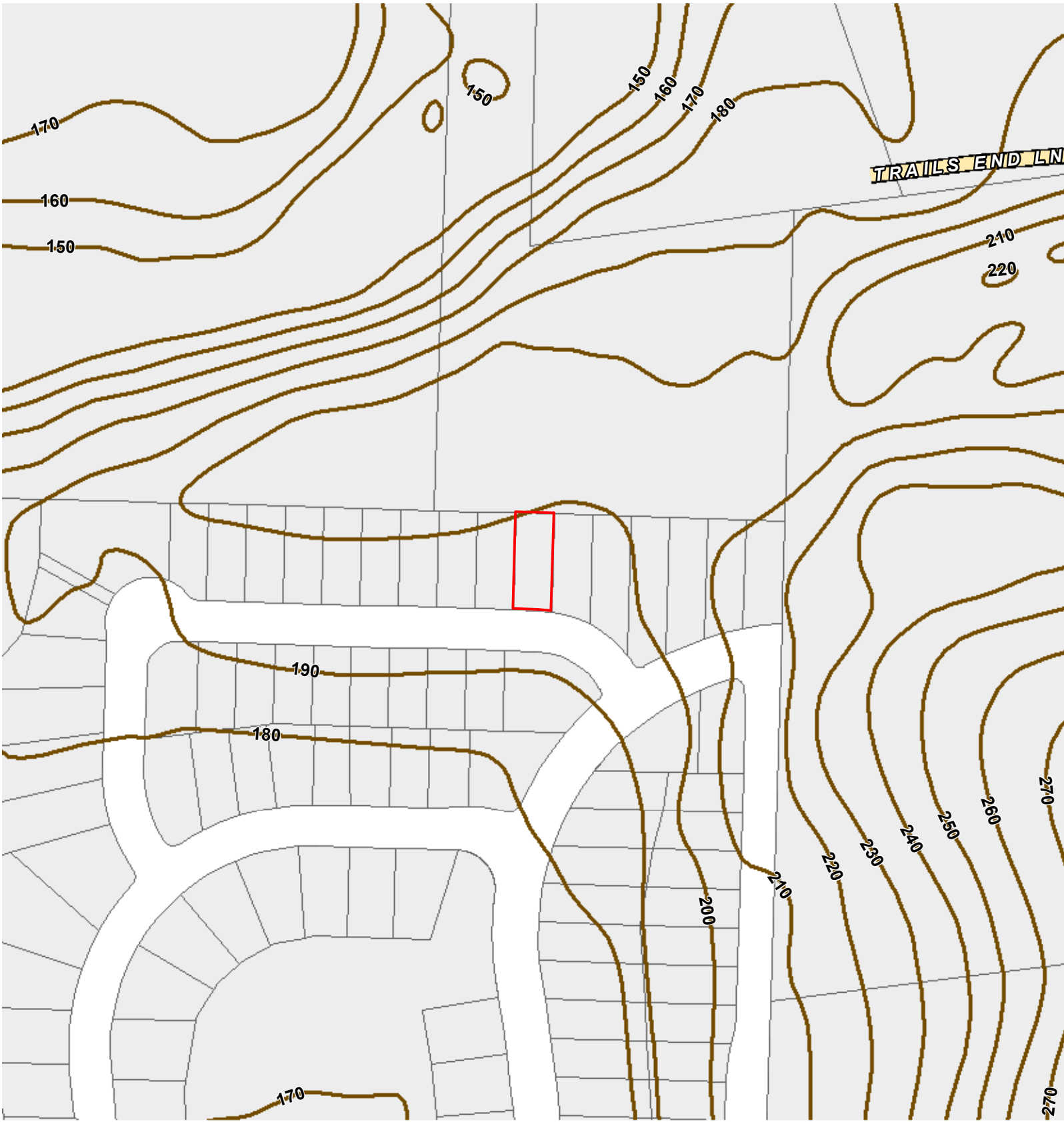
Aerial












Subject



Taxlot



Natural Features

-  Contour
-  1% Annual Chance Flood
-  0.2% Annual Chance Flood
-  Special Floodway
-  Wetlands
-  Area of Undetermined Flood
-  Regulatory Floodway
-  Area with Reduced Risk Due to Levee
-  Future Conditions 1% Annual Chance Flood Hazard

CC&R's



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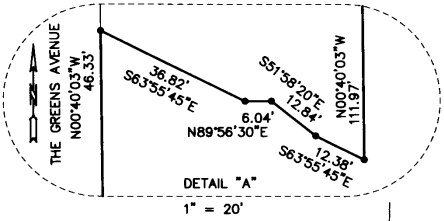
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First American Title™

THE GREENS AT SPRINGBROOK NO. 7

- LEGEND**
- FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "ALPHA ENG. INC." PER PLAT OF "THE GREENS AT SPRINGBROOK NO. 2"
 - FOUND 5/8" IRON ROD WITH ORANGE PLASTIC CAP INSCRIBED "ALPHA COM. DEV." PER PLAT OF "THE GREENS AT SPRINGBROOK NO. 6"
 - FOUND 5/8" IRON ROD WITH ORANGE PLASTIC CAP INSCRIBED "ALPHA COM. DEV." OFFSET 3.00" ON-LINE.
 - FOUND MONUMENT AS NOTED
 - SET 5/8" x 30" IRON ROD WITH ORANGE PLASTIC CAP INSCRIBED "ALPHA COM. DEV."

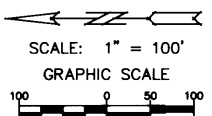
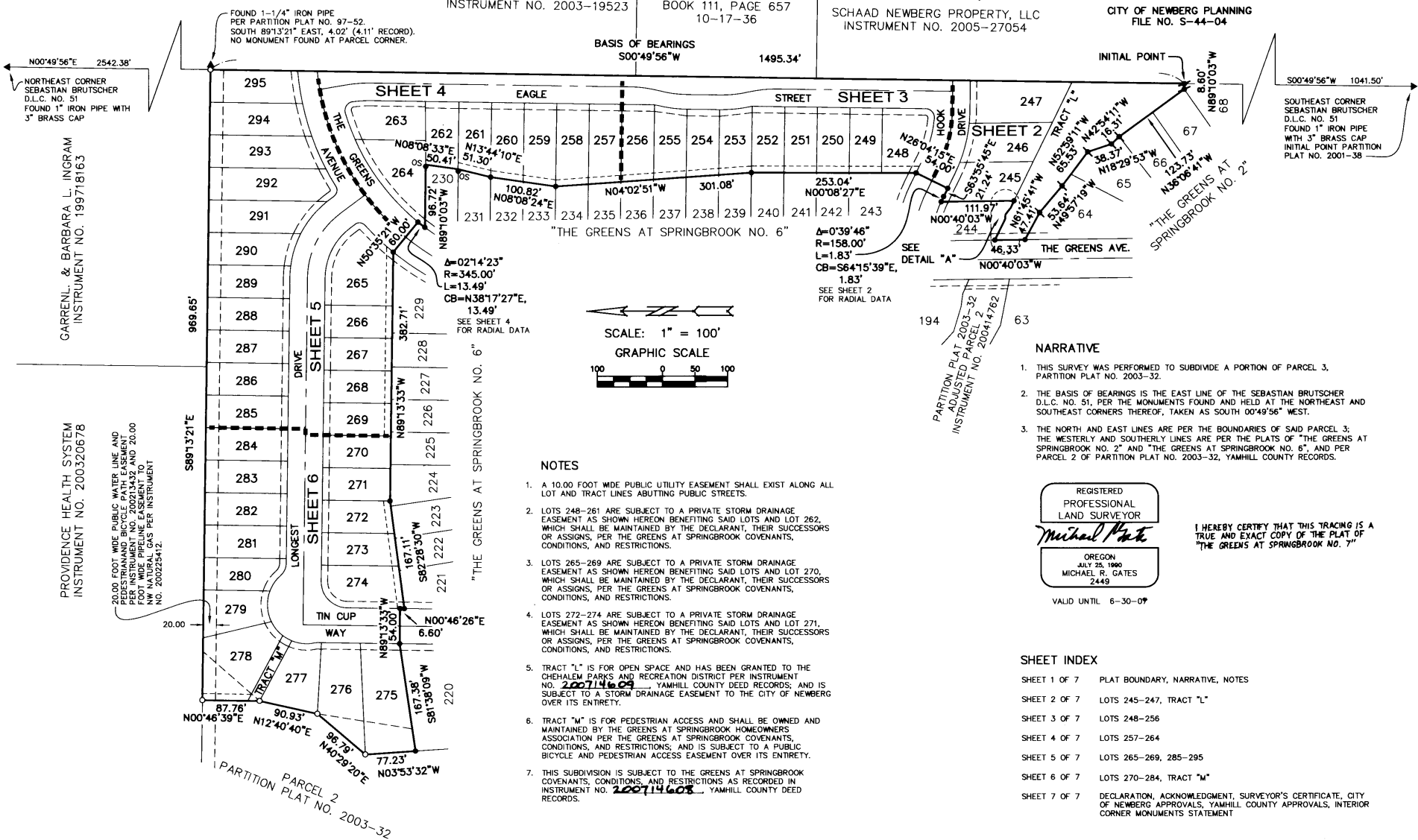


A REPLAT OF A PORTION OF PARCEL 3, PARTITION PLAT NO. 2003-32, LOCATED IN THE SOUTH HALF OF THE SEBASTIANBRUTSCHER D.L.C. NO. 51 IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, AND THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

MONUMENTED: MAY 11, 2007
ALPHA COMMUNITY DEVELOPMENT
 9200 S.W. NIMBUS AVENUE
 BEAVERTON, OREGON 97008
 (503) 452-8003 JOB NO. 784-007 RLMc

CITY OF NEWBERG PLANNING
 FILE NO. S-44-04

WERTH INSTRUMENT NO. 2003-19523
 SCHAAD BOOK 111, PAGE 657 10-17-36
 SCHAAD NEWBERG PROPERTY, LLC INSTRUMENT NO. 2005-27054



NARRATIVE

1. THIS SURVEY WAS PERFORMED TO SUBDIVIDE A PORTION OF PARCEL 3, PARTITION PLAT NO. 2003-32.
2. THE BASIS OF BEARINGS IS THE EAST LINE OF THE SEBASTIAN BRUTSCHER D.L.C. NO. 51, PER THE MONUMENTS FOUND AND HELD AT THE NORTHEAST AND SOUTHEAST CORNERS THEREOF, TAKEN AS SOUTH 00°49'56" WEST.
3. THE NORTH AND EAST LINES ARE PER THE BOUNDARIES OF SAID PARCEL 3; THE WESTERLY AND SOUTHERLY LINES ARE PER THE PLATS OF "THE GREENS AT SPRINGBROOK NO. 2" AND "THE GREENS AT SPRINGBROOK NO. 6", AND PER PARCEL 2 OF PARTITION PLAT NO. 2003-32, YAMHILL COUNTY RECORDS.

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Michael R. Gates
 OREGON
 JULY 25, 1960
 MICHAEL R. GATES
 2449

VALID UNTIL 6-30-07

I HEREBY CERTIFY THAT THIS TRACING IS A TRUE AND EXACT COPY OF THE PLAT OF "THE GREENS AT SPRINGBROOK NO. 7"

NOTES

1. A 10.00 FOOT WIDE PUBLIC UTILITY EASEMENT SHALL EXIST ALONG ALL LOT AND TRACT LINES ABUTTING PUBLIC STREETS.
2. LOTS 248-261 ARE SUBJECT TO A PRIVATE STORM DRAINAGE EASEMENT AS SHOWN HEREON BENEFITING SAID LOTS AND LOT 262, WHICH SHALL BE MAINTAINED BY THE DECLARANT, THEIR SUCCESSORS OR ASSIGNS, PER THE GREENS AT SPRINGBROOK COVENANTS, CONDITIONS, AND RESTRICTIONS.
3. LOTS 265-269 ARE SUBJECT TO A PRIVATE STORM DRAINAGE EASEMENT AS SHOWN HEREON BENEFITING SAID LOTS AND LOT 270, WHICH SHALL BE MAINTAINED BY THE DECLARANT, THEIR SUCCESSORS OR ASSIGNS, PER THE GREENS AT SPRINGBROOK COVENANTS, CONDITIONS, AND RESTRICTIONS.
4. LOTS 272-274 ARE SUBJECT TO A PRIVATE STORM DRAINAGE EASEMENT AS SHOWN HEREON BENEFITING SAID LOTS AND LOT 271, WHICH SHALL BE MAINTAINED BY THE DECLARANT, THEIR SUCCESSORS OR ASSIGNS, PER THE GREENS AT SPRINGBROOK COVENANTS, CONDITIONS, AND RESTRICTIONS.
5. TRACT "L" IS FOR OPEN SPACE AND HAS BEEN GRANTED TO THE CHEHALEM PARKS AND RECREATION DISTRICT PER INSTRUMENT NO. 200714609, YAMHILL COUNTY DEED RECORDS; AND IS SUBJECT TO A STORM DRAINAGE EASEMENT TO THE CITY OF NEWBERG OVER ITS ENTIRETY.
6. TRACT "M" IS FOR PEDESTRIAN ACCESS AND SHALL BE OWNED AND MAINTAINED BY THE GREENS AT SPRINGBROOK HOMEOWNERS ASSOCIATION PER THE GREENS AT SPRINGBROOK COVENANTS, CONDITIONS, AND RESTRICTIONS, AND IS SUBJECT TO A PUBLIC BICYCLE AND PEDESTRIAN ACCESS EASEMENT OVER ITS ENTIRETY.
7. THIS SUBDIVISION IS SUBJECT TO THE GREENS AT SPRINGBROOK COVENANTS, CONDITIONS, AND RESTRICTIONS AS RECORDED IN INSTRUMENT NO. 200714608, YAMHILL COUNTY DEED RECORDS.

SHEET INDEX

SHEET 1 OF 7	PLAT BOUNDARY, NARRATIVE, NOTES
SHEET 2 OF 7	LOTS 245-247, TRACT "L"
SHEET 3 OF 7	LOTS 248-256
SHEET 4 OF 7	LOTS 257-264
SHEET 5 OF 7	LOTS 265-269, 285-295
SHEET 6 OF 7	LOTS 270-284, TRACT "M"
SHEET 7 OF 7	DECLARATION, ACKNOWLEDGMENT, SURVEYOR'S CERTIFICATE, CITY OF NEWBERG APPROVALS, YAMHILL COUNTY APPROVALS, INTERIOR CORNER MONUMENTS STATEMENT

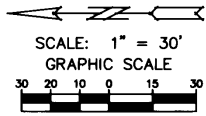
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MONUMENTED:
MAY 11, 2007

ALPHA COMMUNITY DEVELOPMENT
9200 S.W. NIMBUS AVENUE
BEAVERTON, OREGON 97008
(503) 452-8003 JOB NO. 784-007 RLMc

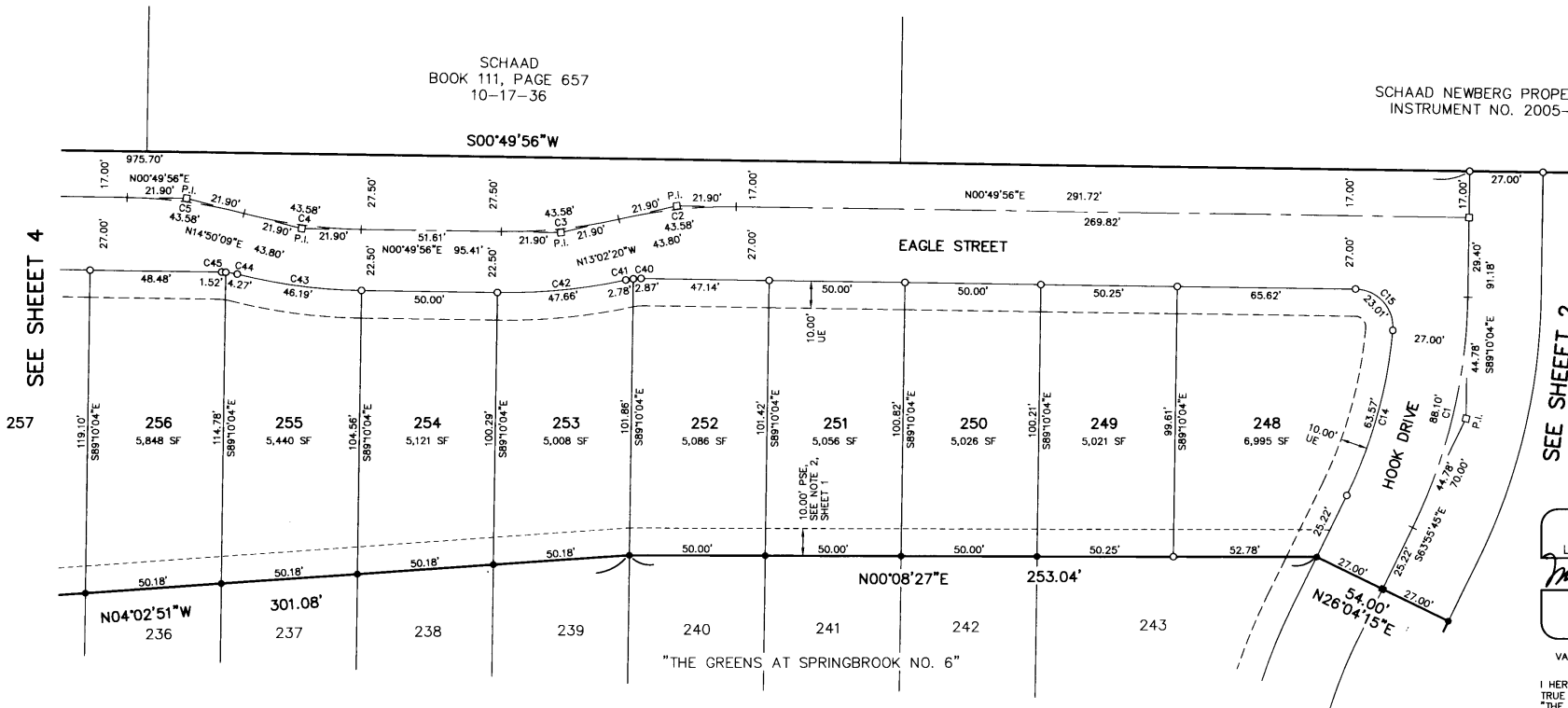
CITY OF NEWBERG PLANNING
FILE NO. S-44-04



LEGEND

- FOUND 5/8" IRON ROD WITH ORANGE PLASTIC CAP INSCRIBED "ALPHA COM. DEV." PER PLAT OF "THE GREENS AT SPRINGBROOK NO. 6"
- FOUND 1.5" ALUMINUM CAP INSCRIBED "ALPHA COM. DEV." IN PAVING.
- SET 5/8" X 30" IRON ROD WITH ALUMINUM CAP INSCRIBED "ALPHA COM. DEV." IN STREET
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- SF SQUARE FEET
- PSE PRIVATE STORM DRAINAGE EASEMENT
- UE UTILITY AND WALKWAY EASEMENT
- P.I. POINT OF INTERSECTION

CURVE DATA TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	200.00'	25°14'19"	88.10'	S 76°32'54" E	87.39'
C2	180.00'	13°52'16"	43.58'	N 08°06'12" W	43.47'
C3	180.00'	13°52'16"	43.58'	S 06°06'12" E	43.47'
C4	180.00'	13°52'16"	43.58'	S 07°46'05" W	43.47'
C5	180.00'	13°52'16"	43.58'	N 07°46'05" E	43.47'
C14	173.00'	21°03'12"	63.57'	S 74°22'21" E	63.21'
C15	14.00'	94°11'07"	23.01'	N 47°55'31" E	20.51'
C40	25.00'	6°34'04"	2.87'	N 02°27'05" W	2.86'
C41	25.00'	6°22'52"	2.78'	N 08°55'33" W	2.78'
C42	210.89'	12°56'56"	47.66'	S 05°38'31" E	47.56'
C43	199.26'	13°16'56"	46.19'	S 07°28'24" W	46.09'
C44	25.00'	9°47'33"	4.27'	N 09°13'05" E	4.27'
C45	25.00'	3°29'22"	1.52'	N 02°34'38" E	1.52'



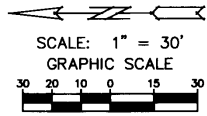
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael R. Gates

OREGON
JULY 25, 1990
MICHAEL R. GATES
2449

VALID UNTIL 6-30-09

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CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C6	200.00'	10°28'16"	36.55'	N 04°24'11" W	36.50'
C7	375.00'	4°18'35"	28.21'	S 82°30'59" W	28.20'
C8	375.00'	27°12'57"	178.13'	S 68°45'13" W	176.46'
C9	375.00'	13°44'06"	89.89'	S 45°16'41" W	89.68'
C16	173.00'	8°42'38"	26.30'	N 03°31'23" W	26.28'
C17	14.00'	98°53'20"	24.16'	N 57°19'22" W	21.27'
C18	345.00'	7°06'57"	42.85'	S 69°40'30" W	42.82'
C19	345.00'	26°42'23"	160.81'	S 52°45'50" W	159.36'

THE GREENS AT SPRINGBROOK NO. 7

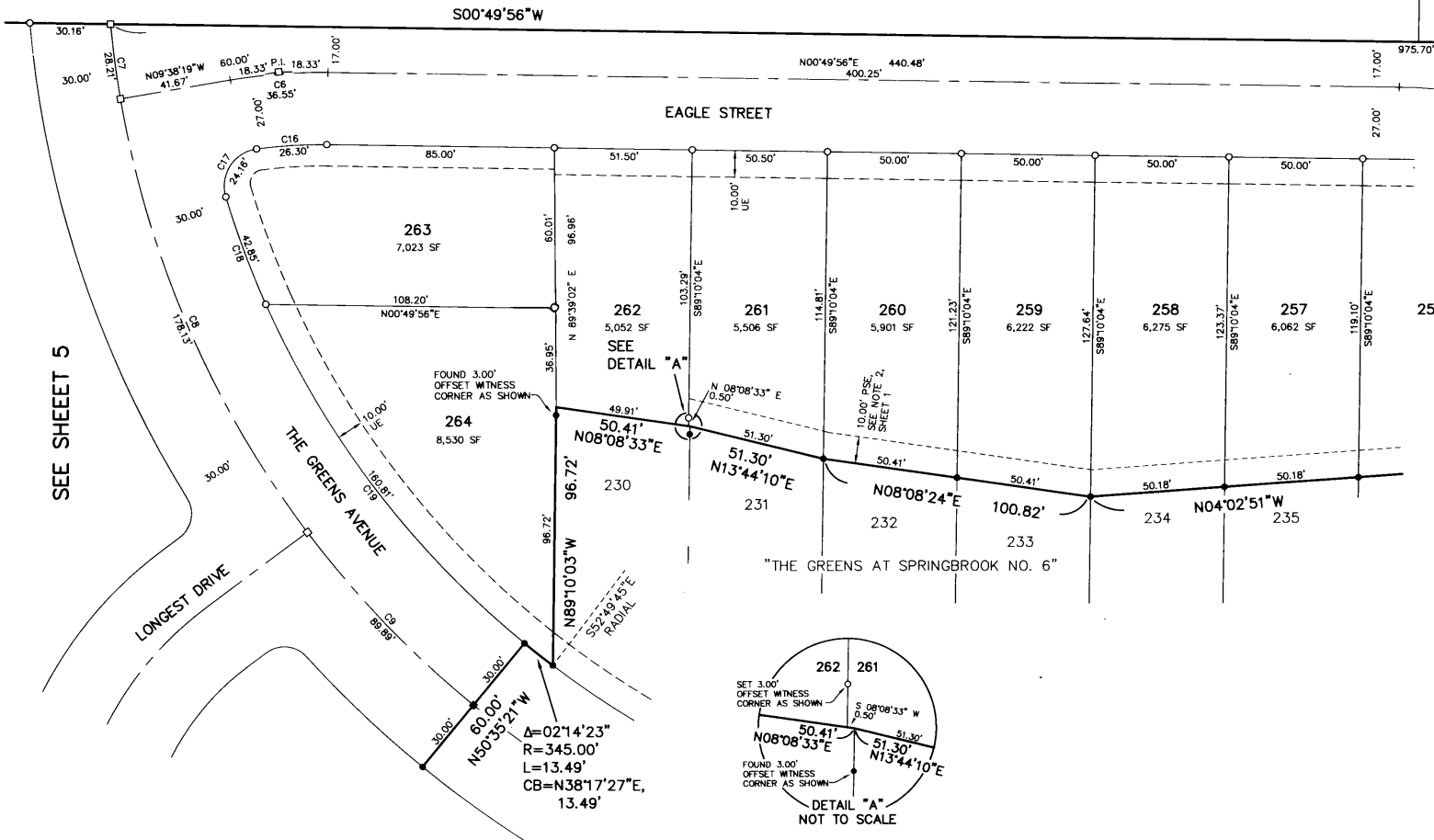
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MONUMENTED:
MAY 11, 2007

ALPHA COMMUNITY DEVELOPMENT
9200 S.W. NIMBUS AVENUE
BEAVERTON, OREGON 97008
(503) 452-8003 JOB NO. 784-007 RLMC

CITY OF NEWBERG PLANNING
FILE NO. S-44-04

WERTH
INSTRUMENT NO. 2003-19523



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael R. Gates

OREGON
JULY 25, 1980
MICHAEL R. GATES
2449

VALID UNTIL 6-30-07

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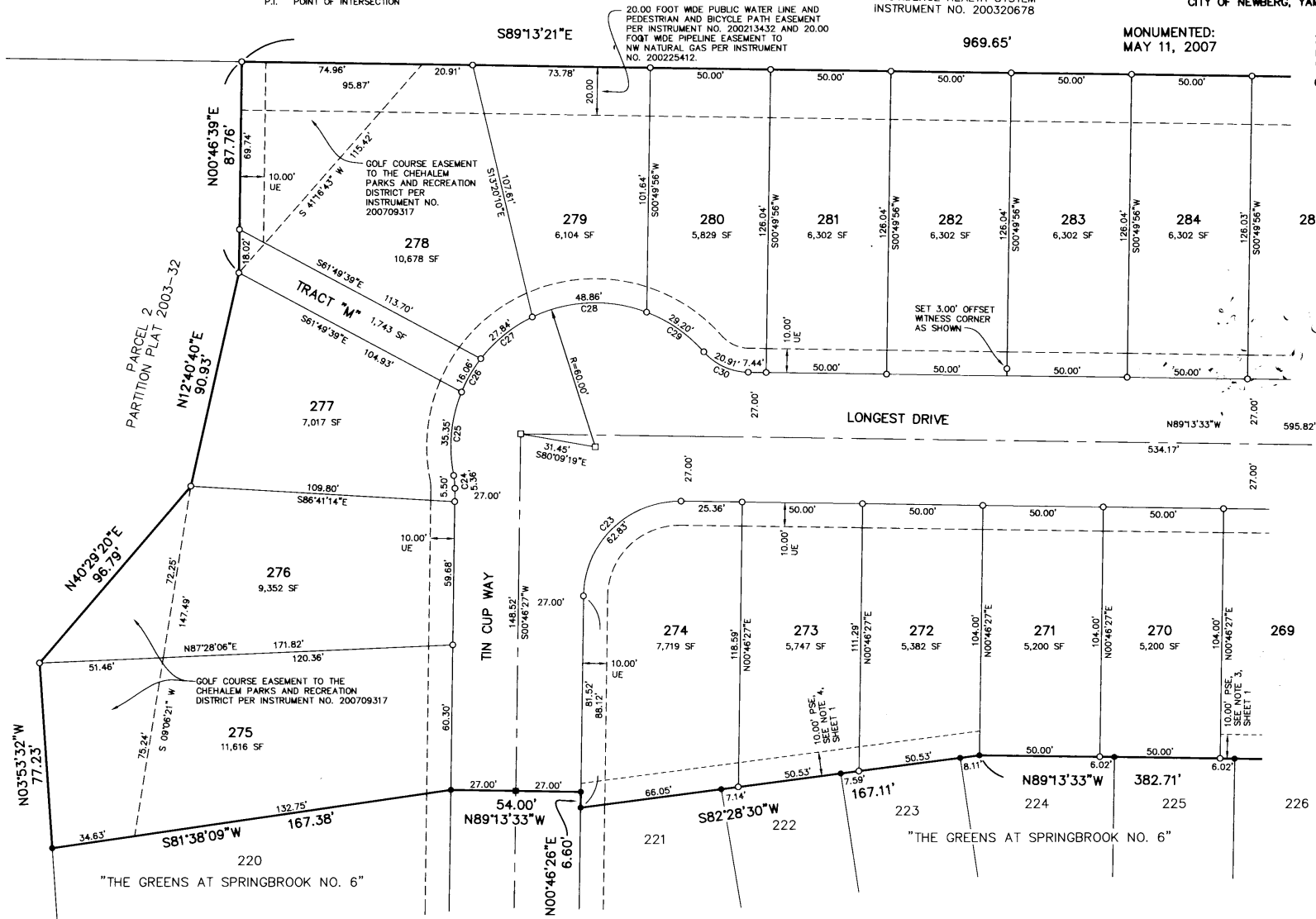
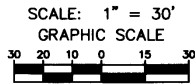
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ALPHA COMMUNITY DEVELOPMENT
3200 S.W. NIMBUS AVENUE
BEAVERTON, OREGON 97008
(503) 452-8003 JOB NO. 784-007 RLMc
CITY OF NEWBERG PLANNING
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LEGEND

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CURVE DATA TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C23	40.00'	90°00'00"	62.83'	S 45°46'27" W	56.57'
C24	25.00'	121°7'08"	5.36'	N 05°22'07" W	5.35'
C25	60.00'	33°45'41"	35.35'	S 05°22'09" W	34.85'
C26	60.00'	15°19'54"	16.06'	S 29°54'56" W	16.01'
C27	60.00'	26°34'55"	27.84'	S 50°52'20" W	27.59'
C28	60.00'	46°39'14"	48.86'	S 87°29'25" W	47.52'
C29	60.00'	27°52'58"	29.20'	N 55°14'29" E	28.91'
C30	25.00'	47°55'34"	20.91'	S 65°15'47" E	20.31'



SEE SHEET 5

REGISTERED PROFESSIONAL LAND SURVEYOR
Michael R. Gates
OREGON
JULY 25, 1990
MICHAEL R. GATES
2449

VALID UNTIL 6-30-09
I HEREBY CERTIFY THAT THIS TRACING IS A TRUE AND EXACT COPY OF THE PLAT OF "THE GREENS AT SPRINGBROOK NO. 7"

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DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS: THAT OAKRIDGE ESTATES DEVELOPMENT CORPORATION, AN OREGON CORPORATION, THE OWNER OF THE LANDS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, DOES HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF "THE GREENS AT SPRINGBROOK NO. 7" TO BE A TRUE AND CORRECT PLAT THEREOF; ALL LOT AND TRACT LINES BEING OF THE DIMENSIONS SHOWN AND ALL STREETS AND EASEMENTS OF THE WIDTHS THEREIN SET FORTH, DOES HEREBY DEDICATE TO THE PUBLIC AS PUBLIC WAYS FOREVER ALL STREETS, HEREBY GRANTS ALL EASEMENTS FOR THE PURPOSES SHOWN OR NOTED HEREON, AND HEREBY DONATES TO THE PUBLIC ALL COMMON IMPROVEMENTS. THE DECLARANT HAS CAUSED THE SUBDIVISION TO BE PREPARED AND THE PROPERTY SUBDIVIDED IN ACCORDANCE WITH THE PROVISIONS OF ORS CHAPTER 92. TRACT "M" IS HEREBY CONVEYED TO "THE GREENS AT SPRINGBROOK HOMEOWNERS ASSOCIATION". TRACT "L" HAS BEEN CONVEYED TO THE OREGON PARKS AND RECREATION DISTRICT BY INSTRUMENT NO. 200714609, YAMHILL COUNTY DEED RECORDS.

OAKRIDGE ESTATES DEVELOPMENT CORPORATION
AN OREGON CORPORATION

Jeffrey D. Smith
JEFFREY D. SMITH - PRESIDENT
OAKRIDGE ESTATES DEVELOPMENT CORPORATION

ACKNOWLEDGMENT

STATE OF OREGON, COUNTY OF Multnomah } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON June 1, 2007, BY JEFFREY D. SMITH, PRESIDENT OF OAKRIDGE ESTATES DEVELOPMENT CORPORATION

John W. Johnson
JOHN W. JOHNSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 410875
MY COMMISSION EXPIRES Oct. 31, 2010

CONSENT AFFIDAVIT

A SUBDIVISION PLAT CONSENT AFFIDAVIT BY WERTH FAMILY, LLC, A TRUST DEED BENEFICIARY PER INSTRUMENT NO. 2004-12471, HAS BEEN RECORDED AS INSTRUMENT NO. 200714605, YAMHILL COUNTY DEED RECORDS.

CONSENT AFFIDAVIT

A SUBDIVISION PLAT CONSENT AFFIDAVIT BY D.R. HORTON, INC. PORTLAND, A TRUST DEED BENEFICIARY PER INSTRUMENT NO. 2004-12473, HAS BEEN RECORDED AS INSTRUMENT NO. 200714606, YAMHILL COUNTY DEED RECORDS.

MONUMENTED:
MAY 11, 2007

ALPHA COMMUNITY DEVELOPMENT
9200 S.W. NIMBUS AVENUE
BEAVERTON, OREGON 97008
(503) 452-8003 JOB NO. 784-007 RLMc

CITY OF NEWBERG PLANNING
FILE NO. S-44-04

SURVEYOR'S CERTIFICATE

I, MICHAEL R. GATES, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS REPRESENTED ON THE ANNEXED PLAT OF "THE GREENS AT SPRINGBROOK NO. 7", BEING A REPLAT OF A PORTION OF PARCEL 3, PARTITION PLAT NO. 2003-32, LOCATED IN THE SOUTH HALF OF THE SEBASTIAN BRUTSCHER D.L.C. NO. 51, AND WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 15, AND THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, CITY OF NEWBERG, YAMHILL COUNTY, OREGON;

AND THAT AT THE INITIAL POINT OF SAID SURVEY I FOUND A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "ALPHA ENG. INC." AT THE MOST EASTERLY NORTHEAST CORNER OF LOT 68 OF THE PLAT OF "THE GREENS AT SPRINGBROOK NO. 7"; THENCE ALONG THE NORTH LINE OF SAID PLAT, THE FOLLOWING SEVEN COURSES: NORTH 89°10'03" WEST, 8.60 FEET; NORTH 36°06'41" WEST, 123.73 FEET; NORTH 42°54'11" WEST, 16.31 FEET; NORTH 18°28'53" WEST, 38.37 FEET; NORTH 52°59'11" WEST, 85.53 FEET; NORTH 49°57'19" WEST, 53.64 FEET; NORTH 61°45'41" WEST, 47.41 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE GREENS AVENUE, 30.00 FEET AT RIGHT-ANGLE MEASURE FROM THE CENTERLINE THEREOF; SAID POINT ALSO BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF THE PLAT OF "THE GREENS AT SPRINGBROOK NO. 6"; THENCE ALONG THE BOUNDARY LINE OF SAID PLAT, AND SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 00°40'03" WEST, 46.33 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 63°55'45" EAST, 36.82 FEET; THENCE NORTH 89°56'30" EAST, 6.04 FEET; THENCE SOUTH 51°58'20" EAST, 12.84 FEET; THENCE SOUTH 63°55'45" EAST, 12.38 FEET; THENCE NORTH 00°40'03" WEST, 111.97 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HOOK DRIVE, 27.00 FEET AT RIGHT-ANGLE MEASURE FROM THE CENTERLINE THEREOF; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, ALONG THE ARC OF A 156.00 FOOT RADIUS CURVE, BEING NON-TANGENT TO THE PREVIOUS COURSE AND CONCAVE SOUTHWESTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 25°24'30" WEST, THROUGH A CENTRAL ANGLE OF 00°39'46", 1.83 FEET (CHORD BEARS SOUTH 64°15'39" EAST, 1.83 FEET); THENCE SOUTH 63°55'45" EAST, 21.24 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 26°41'15" EAST, 54.00 FEET; THENCE NORTH 00°08'27" EAST, 253.04 FEET; THENCE NORTH 04°02'51" WEST, 301.08 FEET; THENCE NORTH 08°08'24" EAST, 100.82 FEET; THENCE NORTH 13°44'10" EAST, 51.30 FEET; THENCE NORTH 08°08'33" EAST, 50.41 FEET; THENCE NORTH 89°10'03" WEST, 86.72 FEET; TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF THE GREENS AVENUE; THENCE ALONG SAID RIGHT-OF-WAY LINE, AND THE ARC OF A 345.00 FOOT RADIUS CURVE, BEING NON-TANGENT TO THE PREVIOUS COURSE AND CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 52°49'45" EAST, THROUGH A CENTRAL ANGLE OF 02°14'23", 13.49 FEET (CHORD BEARS NORTH 38°17'27" EAST, 13.49 FEET); THENCE LEAVING SAID RIGHT-OF-WAY LINE, ALONG A RADIAL EXTENSION OF THE PREVIOUS COURSE, NORTH 50°35'21" WEST, 60.00 FEET; THENCE NORTH 89°13'33" WEST, 382.71 FEET; THENCE SOUTH 82°28'30" WEST, 167.11 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TIN CUP WAY, 27.00 FEET AT RIGHT-ANGLE MEASURE FROM THE CENTERLINE THEREOF; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 00°46'28" EAST, 6.60 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 89°13'33" WEST, 54.00 FEET; THENCE SOUTH 81°38'09" WEST, 167.38 FEET; TO A POINT ON THE WEST LINE OF SAID PARCEL 3 OF PARTITION PLAT NO. 2003-32; SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF "THE GREENS AT SPRINGBROOK NO. 6"; THENCE LEAVING SAID "THE GREENS AT SPRINGBROOK NO. 6" LINE, ALONG SAID WEST LINE, THE FOLLOWING FOUR COURSES: NORTH 03°53'32" WEST, 77.23 FEET; NORTH 40°29'20" EAST, 96.79 FEET; NORTH 12°40'40" EAST, 90.93 FEET; NORTH 00°46'39" EAST, 87.76 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL 3; THENCE ALONG THE NORTH LINE OF SAID PARCEL 3, SOUTH 89°13'21" EAST, 969.65 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 3, SAID POINT ALSO BEING A POINT ON THE EAST LINE OF THE SEBASTIAN BRUTSCHER D.L.C. NO. 51; THENCE ALONG THE EAST LINE OF SAID PARCEL 3, AND SAID EAST D.L.C. LINE, SOUTH 00°49'56" WEST, 1495.34 FEET, TO THE INITIAL POINT.

CONTAINING APPROXIMATELY 475,323 SQUARE FEET, OR 10.91 ACRES.



VALID UNTIL 6-30-09

I HEREBY CERTIFY THAT THIS TRACING IS A TRUE AND EXACT COPY OF THE PLAT OF "THE GREENS AT SPRINGBROOK NO. 7"

CITY OF NEWBERG APPROVALS

Barton Brisley
NEWBERG PLANNING & BUILDING DIRECTOR
DATE 6/14/2007

John Berwick
CITY OF NEWBERG RECORDER
DATE 6/14/2007

YAMHILL COUNTY APPROVALS

APPROVED THIS 29th DAY OF June, 2007

Michael R. Gates
YAMHILL COUNTY SURVEYOR
DATE

Frank Jones
YAMHILL BOARD OF COMMISSIONERS
DATE 7-2-07

Mary A. Steen
YAMHILL BOARD OF COMMISSIONERS
DATE 7/2/07

Kelcie K. Kerns
YAMHILL BOARD OF COMMISSIONERS
DATE 7-2-07

PURSUANT TO O.R.S. 92.095, TAXES HAVE BEEN PAID/OR BOND POSTED TO THE DATE OF June 30, 2007.

Deane Lawson by Eileen Stator, Chief Deputy
YAMHILL COUNTY TAX COLLECTOR
DATE 6/29/07

Paul Johnson
YAMHILL COUNTY ASSESSOR
DATE 6/29/07

OFFICIAL YAMHILL COUNTY RECORDS
JRN COLEMAN, COUNTY CLERK
200714607



07/03/2007 09:45:37 AM
PR-PPR Cnt=1 Stn=2 ANITA
\$45.00 \$10.00 \$11.00

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

200507312



\$246.00

00196281200500073120410411

04/12/2005 09:56:11 AM

After recording return to:
Mike Loomis
D.R. Horton, Inc.-Portland
4386 SW Macadam Avenue, Suite 102
Portland, OR 97239

PR-CRPR Cnt=1 Stn=2 ANITA
\$205.00 \$10.00 \$20.00 \$11.00

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE GREENS AT SPRINGBROOK**

NORTHWEST TITLE COMPANY

1/6/1

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**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE GREENS AT SPRINGBROOK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GREENS AT SPRINGBROOK ("Declaration") is made this 12 day of April, 2005 by D.R. Horton, Inc.-Portland, a Delaware Corporation and The Greens at Springbrook, LLC, collectively as the ("Declarant").

WHEREAS, the Declarant is the owner, or controls, all that certain real property and improvements thereon located in the City of Newberg, County of Yamhill, State of Oregon, described in, incorporated herein by reference, and also referred to as The Greens at Springbrook ("Plat"), recorded concurrently with this Declaration.; and

WHEREAS, Declarant intends to develop the Property as a Class 1 planned development subject to the provisions of the Oregon Planned Community Act, ORS 94.550 to 94.783, and to establish the planned community project of The Greens at Springbrook, Declarant desires to impose these mutually beneficial covenants, conditions, restrictions, easements, assessments and liens on the Property under a comprehensive general plan of improvement and development for the benefit of all of the Owners, the Lots and Common Area within the Property; and

WHEREAS, Declarant has deemed it desirable for the preservation of the values and amenities within the Property to create a Homeowners Association, to which will be delegated and assigned the powers and authority to own, maintain and administer the Association and the Common Area and facilities, and administer and enforce the covenants, conditions, and restrictions of this Declaration, and collect and disburse the assessments and charges hereinafter created.

NOW THEREFORE, the Declarant declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens, or as noted herein, which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of the Association and of each Lot Owner.

3/4/1

ARTICLE 1

DEFINITIONS

1.1. "Architectural Review Committee" or "ARC" shall mean the Declarant until Turnover Meeting and thereafter shall refer to the Board of Directors unless the Board has appointed a separate body to carry out the functions described in Article 6 in which case "ARC" shall refer to this body.

1.2. "Articles" shall mean the Articles of Incorporation for the non-profit corporation, The Greens at Springbrook Homeowners Association, or such similar name approved by and which have been or shall be filed by Declarant with the Oregon Corporation Commissioner on or prior to conveyance of the first Lot to an Owner other than Declarant.

1.3. "Association" shall mean and refer to The Greens at Springbrook Homeowners Association, its successors and assigns.

1.4. "The Greens at Springbrook" shall mean the real property and all Common Areas described on the recorded Plat for the Property, as well as any annexations of additional lands.

1.5. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

1.6. "Bylaws" shall mean and refer to the Bylaws of the Association, which have been or shall be recorded as required by Oregon law, which have been or shall be recorded by Declarant on or prior to conveyance of the first Lot to an Owner other than Declarant as required by Oregon law.

1.7. "Common Area" shall mean and refer to any areas of land shown on the recorded Plat, including any improvements thereon, which are intended to be devoted to the common use and enjoyment of the Members of the Association, and areas outlined herein as the maintenance responsibility of the Association, including but not limited to Tracts 'A' & 'C' as shown on the Plat.

1.8. "Declarant" shall mean and refer to D.R. Horton, Inc.-Portland, a Delaware Corporation and The Greens at Springbrook, LLC, collectively, its successors or assigns, or any successor or assign to all remainder of their interests in the development of the Property. All successors to Declarant shall have the same rights and interest as the initial Declarant. "Declarant" shall not refer to any other subsequent purchaser of a Lot or Home.

1.9. "Declaration" shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration of Covenants, Conditions and Restrictions for the Property

1.10. "General Common Expenses" shall mean those Common Area expenses incurred by the Association for the benefit of all of the Owners of the Lots within the Property. Such definition shall also apply to the words "Common Expenses" as used in this Declaration.

1.11. "General Plan of Development" shall mean the Declarant's general plan of development of the Property as approved by appropriate governmental agencies, as may be amended from time to time.

1.12. "Home" shall mean and refer to any portion of a structure situated on a Lot designed and intended for use and occupancy as a residence by a single family or household.

1.13. "Lot" shall mean and refer to any plot of land indicated upon the recorded Plat of the Property or any part thereof creating individual Home sites, including any annexations to the Plat. These do not include Common Areas and areas deeded to a government authority or utility.

1.14. "Lot Easement Area" shall mean and refer to those portions of any Lot subject to any easement benefiting the Association.

1.15. "Members" shall mean and refer to the Owners of Lots within the Property who are Members of the Association.

1.16. "Occupant" shall mean and refer to the occupant of a Home who shall be the Owner, lessee or any other person authorized by the Owner to occupy the premises.

1.17. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

1.18. "Plat" shall mean and refer to the recorded Plat of The Greens at Springbrook and any annexations to the original Plat.

1.19. "Property" shall mean and refer to all real property described on the Plat, and any annexations of additional property, including the Common Area Tracts,

and all improvements located on the real property, as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

1.20. "Rules and Regulations" shall mean and refer to the documents containing rules and regulations and policies adopted by the Board of the Association or the Architectural Review Committee ("ARC") and as may be from time to time amended by the Board and/or ARC.

1.21. "Tract" shall mean a parcel of land shown on the Plat and denoted by the word "Tract".

1.22. "Turnover Meeting" shall be the meeting called by the Declarant to turn over control of the Association to the Class A members.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Newberg, County of Yamhill, Oregon, in that certain Plat entitled The Greens at Springbrook filed in the plat records of Yamhill County, Oregon, more particularly described as Lots 1 through 52, of The Greens at Springbrook.

2.2. The Declarant may, at its sole option, annex additional property into the Association to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant. Declarant currently anticipates that there will be a total of approximately 295 Lots in the subdivision, including the Lots on this Plat, and Lots expected to be created in property to be annexed to the subdivision, but this number may be adjusted at the sole discretion of Declarant.

(a). Eligible Property. There is no limitation on the number of Lots which Declarant may annex to the Property, or the right of Declarant to annex common property, except as may be established by applicable ordinances, agreements, or land use approvals.

(b). Consent or Joinder Not Required. No consent or joinder of any Class A member as defined in this Declaration or other party except the record owner of the land being annexed shall be necessary to effect any annexation made pursuant to this Article.

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(c). Declaration of Annexation. Annexation shall be evidenced by a written Declaration of Annexation executed by the Declarant, or (in the case of an annexation by action of members) by the Board and the owners of the property being annexed, setting forth the legal description of the property being annexed and any additional covenants, conditions and restrictions to be applied to such annexed property. Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed property may:

(i). establish such new land classifications and such limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of the annexed property;

(ii). with respect to existing land classifications, establish 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; and/or

(iii). contain provisions necessary or appropriate to comply with any condition, requirement, or imposition of any governmental or regulatory authority.

Without limitation of the meaning of the foregoing provisions of this Section, in any Declaration of Annexation the Declarant may, but shall not be obligated to, establish different Types of Lots and have particular rights and obligations pertain to different Types of Lots, establish easements particular to different Lots, establish assessments that pertain only to certain Types of Lots, establish maintenance obligations of the Association or of Owners that vary in accordance with different Types of Lots or different tracts of Common Area, establish insurance and casualty provisions that relate to certain Types of Lots and not others, and establish limited Common Areas that benefit particular Lots to the exclusions of other Lots and provisions particular to such limited Common Areas.

(d). Voting Rights; Allocation of Assessments. Upon annexation, additional lots so annexed shall be entitled to voting rights and shall be responsible for payments or assessments as required for that fiscal year. At the beginning of the next fiscal year, assessments shall be reallocated and reapportioned equally based on the total number of lots following such annexations.

(e). No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any member to annex any property into the Association and no owner of property excluded from the Association shall have any right to have such property annexed thereto.

ARTICLE 3

OWNERSHIP AND EASEMENTS

3.1. Non-Severability. The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the Common Area, subject to the provisions of Article 3.3. Any conveyance of any Lot shall automatically transfer the right to use the Common Area without the necessity of express reference in the instrument of conveyance. There shall be no judicial partition of the Common Area. Each Owner, whether by deed, gift, devise or operation of law, for his own benefit and for the benefit of all other Owners, specifically waives and abandons all rights, interests and causes of action for judicial partition of any interest in the Common Area and does further agree that no action for judicial partition shall be instituted, prosecuted or reduced to judgment. The ownership interest in the Common Area and Lots described in this Article are subject to the easements granted and reserved in this Declaration. Each of the easements reserved or granted herein shall be deemed to be established upon the recordation of this Declaration and shall forever be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of the Property.

3.2. Ownership of Lots. Title to each Lot within the Property shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such person and/or entities shall constitute one Owner. No Lot shall be divided or combined with any other Lot without the prior written approval of the ARC, and of the Declarant so long as Declarant owns any Lot.

3.3. Ownership of Common Areas. Title to the Common Area shall be conveyed to the Association not later than sixty (60) days after eighty percent (80%) of the Lots have been conveyed from the Declarant to Owners other than Declarant successors or assigns, or seven years from the date this Declaration is recorded, whichever is earlier. The Declarant or the Board of Directors may convey title to any present or future Common Area Tract(s), if any, to a City, County or other Government agency.

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3.4. Easements. Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

(a) Easements on Plat. The Common Area and Lots are subject to the easements and rights of way shown on, or noted, on the Plat.

(b) Easements for Common Area. Every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot.

(c) Easements Reserved by Declarant. So long as Declarant owns any Lot, Declarant reserves an easement over, under and across the Common Areas in order to carry out sales activities necessary or convenient for the sale of Lots. In addition, Declarant hereby reserves to itself, and for its successors and assigns, a perpetual easement and right-of-way for access over, upon and across the Common Areas for construction, utilities, communication lines, drainage, and ingress and egress for the benefit of the Lots or other property owned by Declarant. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property or other real property owned by Declarant in such a way as to not unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot by that Owner or his/her/their family, tenants, guests or invitees. Further, the Declarant reserves the right to install and maintain landscape improvements and hereby reserves a landscape maintenance easement on any Lot(s) or Common Area as Declarant deems necessary for sales and marketing purposes. Declarant is not obligated to provide any landscaping in said areas noted in this Article.

(d) Additional Easements. Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of the Property. No structure, planting or other material shall be placed or permitted to remain within any easement area which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow or water through drainage channels in the easements. The easement area of each Lot and all improvements thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

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(e) Association's Easements. There are hereby reserved to the Association and its duly authorized agents and representatives such easements as are necessary to perform the duties and obligations of the Association set forth in this Declaration, the Bylaws and Articles, as the same may be amended or supplemented.

- (i) Entry Monument and Streetscape. The Association reserves an easement and, except as otherwise provided in this Declaration, shall pay for maintenance, upkeep and replacement of all entry and streetscape easement area improvements including, but not limited to, drainage systems, landscape, utilities, irrigation, water feature, gates, fencing, logos, and cultured stone walls/monuments. The aforementioned entry and streetscape easement area generally includes landscape planter strips, the center median island, and accompanying Tracts along approximately 275 lineal feet of the west side of The Greens Avenue beginning at Fernwood Road and approximately 100 lineal feet on the east side of The Greens Avenue beginning at Fernwood Road. This easement also includes approximately 620 lineal feet of planter strip, fencing and buffer landscaping, along the north side of Fernwood Road (approximately 310 lineal feet on each side of The Greens Avenue intersection).
- (ii) Common Area Tracts. The Association reserves an easement and, except as otherwise provided in this Declaration, shall pay for maintenance, upkeep and replacement of any improvements including, but not limited to landscape, irrigation, hard surfaces, curbs, walls, utilities, and related improvements within the boundaries of Tracts 'A' and 'C'. The aforementioned Tracts are subject to the easements and rights of way as shown on the Plat.
- (iii) Private Storm Sewer Easement. Lots 40, 42 and 43 are subject to a Private Storm Sewer Easement Benefiting Lots 42 and 43 as shown on the Plat. The Association reserves an easement and shall maintain the drainage systems within the aforementioned easement area.

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(f) Easement to Governmental Entities. There is hereby reserved and granted a non-exclusive easement over the Common Area to all governmental and quasi-government entities, agencies, utilities, and their agents for the purposes of performing their duties within the Property.

(g) Conservation Easement. Lots 28, 29 and 30 are subject to a Conservation Easement recorded in the Yamhill County Records as document number 199825634. The aforementioned conservation easement is intended to preserve subject areas in their natural state. Minor improvements may be permitted in the easement area, subject to the easement beneficiary's and ARC approval.

(h) Maintenance Obligations/Owner Restrictions. Except as otherwise provided in this Declaration, the Owner, at his/her expense, shall maintain, repair and replace the improvements and utility installations in any Lot Easement Area in a condition acceptable by the Board and shall hold the Association harmless from any such costs.

ARTICLE 4

LOTS AND HOMES

4.1. Residential Use. Lots shall be used for residential purposes only. Except with the consent of the Board of Directors of the Association, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, to use any residence as a sales office or model home for purposes of sales, and to maintain on site a temporary construction office or trailer, and (c) the right of the Owner of a Lot to maintain his professional or personal library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, clients or customers, in his residence, so long as such activity is not observable outside of the residence, does not significantly increase parking or vehicular traffic, or is in violation of applicable local government ordinances. The Board of Directors shall not approve commercial activities otherwise prohibited by this paragraph unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in

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violation of applicable local government ordinances, including the City of Newberg Home Occupation Standards.

4.2. Construction. Except for construction performed by or contracted for by Declarant, no construction, reconstruction or exterior alterations shall occur on any Lot, unless the approval of the ARC is first obtained pursuant to Article 6. Consideration such as siting or location on the Lot, shape, size, color, design, height, solar access, or material may be taken into account by the ARC in determining whether or not to consent to any proposed work. Such work includes, but is not limited to Homes, storage shelters, swimming pools, spas, landscaping, greenhouses, patios, fencing, basketball hoops or remodeling. The intent of this covenant is to ensure quality of workmanship and material, harmony of external design with the existing and planned structures as to location and visual compatibility and finish grade elevations. All construction must comply with the City Development Code and Building Code Standards. Original construction designs, materials and product specifications by Declarant may vary from any or all specified in this document. All construction performed by or contracted for by Declarant, shall be presumed to have met these minimum requirements or have been granted a variance thereto.

4.3. Design Guidelines. The following restrictions are minimum standards applicable to all Lots:

(a) Height. No Home shall exceed two (2) stories, excluding basement and/or garage levels, in height above the ground;

(b) Floor Area. The square footage area of a Home shall not be less than Nineteen Hundred (1900) square feet exclusive of attics, patios, decks, porches, balconies, roof overhangs, and garages;

(c) Garages. A garage must be constructed on each Lot. Garages may be used as a sales office by Declarant, but must be converted to a garage before permanent occupancy. Garages are to be maintained primarily for the storage of automobiles or similar vehicles. No garage may be enclosed or otherwise used for habitation, nor may any garage door be removed except when necessary to repair or replace a garage door with the same type of garage door.

(d) Security Doors/Windows and Screen Doors. No security doors and no exterior security bars or devices on windows and doors shall be installed without the prior written approval of the ARC. If the ARC approves any type security door or window security, such approval shall encourage or

require a single style for all Homes so they will maintain a uniform and aesthetic appearance.

4.4. Completion of Construction. The construction of any building on any Lot, including painting and all exterior finish, shall be completed within six (6) months from the beginning of the construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the ARC. The Lot and building area shall be kept reasonably clean and in workmanlike order, free of litter, during the construction period with a garbage disposal facility located on site during such construction period. If construction has not commenced within three (3) months after the project has been approved by the ARC, the approval shall be deemed revoked unless the Owner has applied for and received an extension of time from the ARC. All provisions of this Article 4 shall exclude any construction by the Declarant.

4.5. Improvements and Landscaping. Except as otherwise provided in this Declaration, the Association shall pay for and maintain any improvements and landscaping associated with any maintenance easement held by the Association as described in Article 3.4, Section (e), above. Maintenance of all landscape on Lots, including street frontage landscaping is the Owner's sole responsibility. Further, all street trees and Declarant installed rear yard trees as shown on **Exhibit 'A'**, attached hereto, shall be preserved and maintained in good condition at all times by the Lot Owner and replaced if necessary. Replacement of any street trees or rear yard trees as shown on **Exhibit 'A'** shall be approved by the ARC and must be consistent with the City of Newberg Development Code regarding size and type. All landscaping and improvements on any Lot or Common Area shall be maintained and cared for in a manner consistent with the standard of design and quality as originally established by the Declarant or the ARC. Maintenance of landscape areas shall include, but not be limited to watering, weeding, pruning, fertilization, mowing and other forms of maintenance. All Lots and Common Areas shall be kept free of weeds and diseased or dead lawn, trees, ground cover or shrubs shall be promptly removed and replaced. All lawn areas shall be watered, fertilized and neatly mowed, and trees and shrubs shall be fertilized and neatly trimmed on a regular basis.

(a). Landscape installation on Lots by Owners is subject to approval by the ARC. All landscape on all Lots shall be completed no later than six (6) months after occupancy. No Owner may connect to any Association maintained irrigation system.

(b). All landscaping on Lots shall be maintained by Owners in good condition, including watering, weeding, pruning, fertilization, mowing

and other forms of maintenance. If Owner fails to maintain or repair Owner maintained areas, Declarant or the Board of Directors reserves the right to cause such maintenance and/or repair to be performed on behalf of Owner subject to Article 4.21.

(c). Declarant reserves the right to install and maintain landscape improvements on any Lot(s) or Common Area as describe in 3.4 (c) above.

4.6. Rental of Homes. An Owner shall be entitled to rent or lease his residence if:

(a) Written Rental Agreements Required. There is a written rental or lease agreement specifying that: (i) the tenant shall be subject to all provisions of the Declaration, Bylaws and Rules and Regulations, and (ii) failure to comply with any provision of the Declaration, Bylaws and Rules and Regulations shall constitute a default under the rental agreement.

(b) Minimum Rental Period. The period of the rental or lease is not less than thirty (30) days; and

(c) Tenant Must Be Given Documents. The Owner gives each tenant a copy of the Declaration, Bylaws and Rules and Regulations.

(d) Owner Responsibility. Owner shall be responsible for any violations by tenants and shall be solely responsible for either correcting or eliminating such violations, or getting tenant to do same.

4.7. Animals. No animals, livestock or poultry of any kind shall be raised, bred, kept or permitted within any Lot other than a reasonable number of domestic household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such pets, including noise, shall be the responsibility of the respective Owners thereof. No dogs shall be permitted to roam the Property unattended, and all dogs shall be kept on a leash while outside a Lot. It is the sole responsibility and requirement of any pet owner to immediately cleanup any pet waste deposited upon any Lot, Common Area, or Association maintained easement area. An Owner may be required to remove a pet from the property upon the receipt of the third notice in writing from the Association Board of Directors of violation any rule, regulation or restriction governing pets within the Property. A "reasonable number of domestic household pets" and the definition of "domestic household pets" shall be subject to rules adopted and approved by the Board in its sole discretion.

4.8. Nuisance. No noxious, harmful or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the enjoyment, or which is a source of annoyance to the other Owners or Occupants.

4.9. Parking. Parking of boats, trailers, commercial vehicles, mobile homes, campers, other recreational vehicles or equipment regardless of weight shall not be allowed on any part of the Lot or Common Area except within a fenced area as approved by the ARC. All fencing must conform to subsection 4.13. Parking shall only be in garages or driveways if no portion of the vehicle overhangs the street, sidewalks or pathways. Garages shall be primarily used for vehicular parking and not solely for storage. In addition, parking of vehicles is prohibited on any public street, private street or Common Area within the Property if so designated as a “no parking” area.

4.10. Vehicles in Disrepair. No Owner shall permit any vehicle, which is not currently licensed or is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot for a period in excess of forty-eight (48) hours, nor on a Common Area for any length of time. A vehicle shall be deemed in an “extreme state of disrepair” when the Board of Directors reasonably determines that its presence offends the Owners and Occupants. Should any Owner fail to remove such vehicle within five (5) days following the date on which the notice is mailed to him/her by the Association, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner. All oil or grease on roadways and/or driveways shall be cleaned up immediately by Owner.

4.11. Signs. No signs shall be erected or maintained on any Lot except that not more than one “For Sale” sign placed by the Owner, 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, subject to the provisions of Article 9.2 below. The restrictions contained in this paragraph shall not prohibit the temporary placement of “political” signs on any Lot by the Owner or Occupant, or construction and marketing related signage by the Declarant or its contractors. No signs of any kind, other than Declarant’s marketing signs or any Association signs for the common good of the Community, which have been previously approved by the Board of Directors, will be allowed on Common Areas.

4.12. Rubbish and Trash. No Lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for timely and proper disposal, out of public view. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets, the Common Areas or any other Lots. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings or any such materials

from any Lot, any roadways or Common Area where deposited by him/her within five (5) days following the date on which notice is mailed to him/her by the Board of Directors, the Association may have such materials removed and charge the expense of such removal to the Owner. Each Owner is responsible for trash disposal, and shall remove individual trash containers within 12 hours of collection. No trash and/or storage containers shall be visible from any adjacent street or neighboring Lot, and shall not be allowed to emit any odors or attract insects or rodents.

4.13. Fences and Hedges. No fences or boundary hedges shall be installed without prior written approval of the ARC. Further, all fences must meet the City of Newberg Development Code Standards. Except as otherwise provided in this Declaration, any fencing installed on Owner's Lots either by Owner, or by Declarant, will be Owner's maintenance responsibility. All fences that are Owner's responsibility are to be maintained in a condition acceptable to the Board and ARC. No perimeter fencing shall be allowed on any Lot abutting any golf course green or fairway including, but not limited to, Lots 49-52 of the Plat. Declarant installed iron and mason walls and columns along Fernwood Road will be maintained by the Association. Side yard fencing on any Lot shall maintain a minimum five (5) foot setback from the front of the house. All fence materials, designs, and colors are subject to prior approval of the ARC. No chain link fencing will be visible from the street.

4.14. Basketball Equipment, Service Facilities; Utilities. All basketball hoops and backboards shall be portable and shall not be affixed to a garage, residence, stationary post or other structure on a Home. When not in use, basketball hoops and backboards shall be stored out of sight of neighboring Homes. Service facilities (e.g. garbage containers, clotheslines, air conditioning compressors, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring Home. All utility lines shall be maintained, repaired and replaced by the Owner of each Lot, or all Owners collectively at their sole expense. The Association is not responsible for the maintenance of any utility, cable TV, or phone service facilities. The exterior location of any heating and air conditioning compressors or heat pumps shall be approved in advance by the ARC. Said locations must take into consideration the noise and view from adjacent Homes.

4.15. Antennas, Satellite Dishes and Solar Collectors. No Owner may erect or maintain a television or radio receiving or transmitting antenna, or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view along the public street right-of-way directly in front (and side, in the case of a corner Lot) of the house erected on such Lot; and no such apparatus shall be erected without the prior written consent of the ARC.

Exterior satellite dishes with a surface diameter of eighteen (18) inches or less may be placed on any Lot, subject to ARC approval, so long as they are installed above the first story (at least eight feet off the ground) and fully below the highest peak of the roof, in the least noticeable location as possible, such as at the eaves or other break in the natural lines of the residence. The ARC, as designated in this Declaration, shall have the absolute authority to determine whether the placement of the satellite dish fits these standards. The authority of the ARC in this matter shall be subject to any regulations issued by the Federal Communications Commission ("FCC") or any other applicable governmental authority.

4.16. Exterior Lighting or Noisemaking Devices. Except with the consent of the ARC, no exterior lighting or noisemaking devices shall be installed or maintained on any Lot, other than security and fire alarms. However, false alarms of security and fire systems will not be allowed to repeatedly occur. Seasonal holiday lighting and decorations are permissible if consistent with any applicable rules and regulations and if removed within thirty (30) days after the celebrated holiday.

4.17. Grades, Slopes, and Drainage. There shall be no modification to and/or interference with the established grading and/or drainage patterns or other systems over or through any Lot or Common Area on the Property, unless properly engineered and permitted by the City, if required and as approved by the ARC. Notwithstanding the foregoing, however, any permitted modifications to the established grading and/or drainage patterns may not affect other Lots, Common Areas and/or real property on or outside of the Property. The term "established grading and/or drainage patterns" shall mean any Declarant installed walls, grading, drainage systems, conduits, inlets and outlets, designed and constructed on the Property.

4.18 Damage or Destruction to Home and/or Lot. If all or any portion of a Lot or Home is damaged by fire or other casualty, the Owner shall either (i) restore the damaged improvements or (ii) remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration proceeding under (i) above must be performed so that the improvements are in substantially the same condition in which they existed prior to the damage, subject to current governmental regulations and building codes, and the provisions of Article 6 are to be complied with by the Owner. The Owner must commence such work within sixty (60) days after the damage occurs and must complete the work within six (6) months thereafter. In the event the Owner fails to commence such work within the six (6)-month period, the Association shall have the right, but not the obligation, to commence such work on behalf of, and for the sole account of, Owner.

4.19. Detached Buildings. No permanent or removable detached accessory buildings, including, but not limited to, storage buildings, greenhouses, children's playhouses and similar structures, shall be built without the prior written consent of the ARC. All such detached buildings must meet the City of Newberg Development Code and Building Code Standards. No detached buildings shall be used as additional living space and none shall contain any plumbing. Permanent outbuildings shall be of a one (1) story design, constructed of wood whose roofing, siding color, style and finish matches that of the exterior material of the house. Metal sheds are prohibited. Heavy duty rubber or unbreakable plastic or composite storage sheds that are portable and temporary in nature, MAY be approved providing that they are: 1) screened or hidden from the view of neighboring lots and common areas, and 2) aesthetically harmonious with the home in terms of color and texture/finish (e.g. pebbled/muted/dull).

4.20. Owner's Maintenance Obligations. Each Owner shall maintain their Lot and improvements in a clean and attractive condition, in good repair and in such a fashion as not to create a hazard of any kind. Such maintenance shall include, without limitation, painting or staining, repair, replacement and care of roofs, gutters, downspouts, surface water drainage, walks and other exterior improvements and glass surfaces. In addition, each Owner shall keep shrubs, trees, grass and plantings of every kind neatly trimmed, fertilized, property cultivated and free of trash, weeds and other unsightly materials. The provisions of this Article include all areas on Lots, except as provided in Articles 3.4 (g) and 4.5, above.

4.21. Right of Maintenance and Entry by Association. If an Owner fails to perform maintenance and/or repair which he/she is obligated to perform pursuant to this Declaration for buildings or landscaping, and if the Board determines, after notice and a hearing (given pursuant to the provisions of the Bylaws), that such maintenance and/or repair is necessary to preserve the attractiveness, quality, nature and/or value of the Property, the Board may cause such maintenance and/or repair in connection therewith to be performed and may enter any such Lot whenever entry is necessary in connection with the performance of any maintenance or construction which the Board is authorized to undertake. Entry shall be made with as little inconvenience to an Owner as practicable and only after advance written notice of not less than forty-eight (48) hours, except in emergency situations. Such right of maintenance shall include, but not be limited to, buildings, street trees and front and side yard landscape. All maintenance and/or repairs performed on behalf of Lot Owners shall be at the Owner's sole expense.

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4.22. Association Rules and Regulations. The Board of Directors, from time to time, may adopt, modify or revoke Rules and Regulations governing the conduct of persons and the operation or use of Lots and Common Areas, as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of any Rules and Regulations, upon adoption, amendment, modification or revocation thereof, shall be delivered by the Board of Directors promptly to each Owner and shall be binding upon all Owners and Occupants of all Lots upon the date of delivery or actual notice thereof. The method of adoption of such Rules and Regulations shall be provided in the Bylaws of the Association.

4.23. City and County Ordinances and Regulations. The standards and restrictions of the Article 4 shall be the minimum required. To the extent the ordinances and regulations of The City of Newberg, OR and/or Yamhill County are more restrictive or provide for a higher or different standard, the ordinances and regulations of The City of Newberg, OR and/or Yamhill County, or any jurisdiction the Property may be annexed into, shall prevail.

4.24. Violation. The Association may impose a fine, charge or penalty for any violation of this Declaration, the Bylaws and Rules and Regulations after reasonable notice of the violation and a reasonable opportunity for a hearing. Additionally, the Association may seek injunctions or other equitable relief or may file an action for money damages owing from such violations.

4.25. Security. The Association is not responsible for security of the neighborhood or any Homes. The Owners are exclusively responsible for security of their Home and Property.

ARTICLE 5

COMMON AREA

5.1 Use of Common Areas. Use of Common Areas is subject to the provisions of the Declaration, Bylaws, Articles and Rules and Regulations promulgated by the Board of Directors. There shall be no use of the Common Area except by Owners and their invitees. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area without the prior written consent of the Board of Directors. No alterations or additions to the Common Area shall be permitted without the prior written approval by the Board of Directors. Nothing shall be stored or kept in the Homes or Common Area which will increase the rate of insurance on the Common Area without the prior written consent of the Board.

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5.2 Maintenance of Common Area. Except as otherwise provided in this Declaration, the Association shall pay for and maintain any improvements within the boundaries of Tracts 'A' and 'C', and any maintenance easement held by the Association as described in Article 3.4, Section (e), above. The Association shall keep the Common Area and improvements thereon in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of the Common Area in first class condition. All landscaping and improvements on any Lot or Common Area shall be maintained and cared for in a manner consistent with the standard of design and quality as originally established by the Declarant or the ARC. All Lots and Common Areas shall be kept free of weeds and diseased or dead lawn, trees, ground cover or shrubs shall be promptly removed and replaced. All lawn areas shall be fertilized and neatly mowed, and trees and shrubs shall be fertilized and neatly trimmed on a regular basis.

5.3 Alterations to Common Area. The Declarant does not choose to limit its rights to add improvements to the Common Area and nothing in this Declaration shall be deemed to require Declarant to build any improvement on the Common Area. After all Lots to have been conveyed to Owners other than the Declarant or a Declarant assignee, the Association may construct, reconstruct, or alter any improvement situated upon the Common Area. A proposal for any construction of or alteration, maintenance or repair to an improvement may be made at any meeting. A proposal may be adopted by the Board, subject to the limitations contained in the Bylaws and the Declaration.

5.4 Funding. Expenditures for alterations, maintenance or repairs to an existing capital improvement for which a reserve has been collected shall be made from the reserve account. As provided in Article 10.6, the Board may levy a special assessment to fund any construction, alteration, repair or maintenance of an improvement (or any other portions of the Common Area) for which no reserve has been collected or for which the reserve account is insufficient to cover the cost of the proposed improvement.

5.5 Condemnation of Common Area. If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be received by and expended by the Board of Directors in a manner which in their discretion is in the best interest of the Association. The Association shall represent the interest of all Owners in any negotiations, suit or action or settlement in connection with such matters.

5.6 Damage or Destruction of Common Area. In the event any Common Area is damaged or destroyed by an Owner or any of his Occupants, guests, tenants, licensees, agents or members of his family in a manner that would subject such Owner to liability for such damage under Oregon law, such Owner does hereby authorize the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constituted or as may be modified or altered subsequently by the Association in the discretion of the Board of Directors. The reasonable cost necessary for such repairs shall become a special assessment upon the Lot of the Owner who caused or is responsible for such damage.

ARTICLE 6

GOLF COURSE PROVISIONS

6.1 Use of Golf Course Facilities. The purchase of a Lot at The Greens at Springbrook does not confer upon the Owner the right to use the golf course or any other facilities associated therewith. In order to use the golf course or related facilities, Owners will be required to pay such fees and satisfy such other conditions as may be required by the owner of the golf course. Neither the Declarant nor the Association have provided representations, warranties or assurances respecting access, usage, the amount or level of fees or other conditions related to the golf course facilities.

6.2 Golf Course Maintenance. Each Owner acknowledges and understands the golf course may be irrigated with well water, reclaimed water or city water. Further, pesticides, herbicides and fertilizer may be applied to the golf course. Overspray of water or chemicals may occur, and may have an adverse effect on landscaping, and improvements located on the Lots.

6.3 Animals. Wild and domestic animals are often attracted to golf course landscaping. Owners' animals are prohibited from entering the golf course. Further, no feeding of wild animals and birds on the course is allowed.

6.4 Golf Course Noise. Golf course use begins immediately after daylight up to seven (7) days per week and golf course maintenance, including irrigation, may be carried on during any or all nighttime and daylight hours. As a result, each Owner acknowledges and understands that golf course use and maintenance will create noise and other disturbances, which may result in inconvenience, and disturbance to Owners or residents of the Lots.

6.5 Golf Ball Overflight and Damage. Lots within The Greens at Springbrook are located along the boundaries of a public golf course. Living adjacent to or near the golf course carries with it the risk of damage caused to persons and property by golf balls or other objects coming on the Lot from the golf course. Neither the golf course owner, the Declarant, nor the Association provide any assurances whatsoever concerning the frequency with which golf balls or other objects will enter any Lot and further provides no guarantees, responsibility nor liability for any damage caused by golf balls or other objects.

6.6 Hold Harmless. Any Owners, by acceptance of a deed to their Lot(s), for themselves and on behalf of their family, guests, tenants, invitees and licensees, hereby release the golf course owner, the Declarant, the Association, their successors, agents and assigns, along with the Association Board of Directors and members (collectively the "Indemnified Parties"), from all claims, demands, expenses, damages, costs, causes of action, obligations and liabilities including, without limitation, damage to Homes, and other property damage and damages for personal injury or death (collectively the "Claims") which in any way arise from or relate to the matters disclosed above or, any other activity occurring as a result of the public golf course.

ARTICLE 7

ARCHITECTURAL REVIEW COMMITTEE

7.1 Architectural Review. No improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. It is the intent and purpose of this Declaration to assure quality of workmanship and materials and to assure harmony of exterior design with the existing improvements and landscaping. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Lot Owners. The procedure and specific requirements for review and approval of construction may be set forth in design guidelines adopted from time to time by the ARC. Construction by the Declarant is presumed to have been approved and is thereby exempt from this review. In all cases which the ARC consent is required by this Declaration, the provision of this Article shall apply.

7.2 Architectural Review Committee, Appointment and Removal. The ARC shall consist of no fewer than three (3) members and no more than five (5) members, as the Board may appoint from time to time. The Declarant reserves the right to appoint all members of the ARC and all replacements thereto until turnover. The Declarant may appoint a single person to serve as the ARC. After turnover, Declarant shall delegate the right to appoint and remove members of the ARC to the Board of Directors. The terms of office for each member of the ARC shall be for one (1) year unless lengthened by the Board at the time of appointment or unless the Board serves as the ARC in which event the terms of the ARC members shall be the same as their terms as Board members. The Board may appoint any or all of its members for the ARC and there should be no requirement for non-Board members on the ARC. The Board may appoint one or more members to the ARC who are not Owners, but who have special expertise regarding the matters which come before the ARC. In the sole discretion of the Board, such non-Owner members of the ARC may be paid and that cost paid by applicants or the Association.

7.3 Majority Action. Except as otherwise provided in this Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining members of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

7.4 Duties. The ARC shall consider and act upon the proposals and/or plans submitted pursuant to this Article. The ARC, from time to time and at its sole discretion, may adopt architectural rules, regulations and guidelines (“Architectural Standards”). The Architectural Standards shall interpret and implement the provisions of this Declaration for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used in the Property; provided, however that the Architectural Standards shall not be in derogation of the minimum standards established by this Declaration.

7.5 ARC Decision. The ARC shall render its approval or denial decision with respect to the construction proposal within twenty (20) working days after it has received all material required by it with respect to the application. All decisions shall be in writing. In the event the ARC fails to render its decision of approval or denial in writing within sixty (60) days of receiving all material required by it with respect to the proposal, the application shall be deemed approved. Approval by the ARC does not imply government approval which is solely the responsibility of the Owner.

7.6 ARC Discretion. The ARC may, at its sole discretion, withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for the Property. Consideration such as siting or location on the Lot, shape, size, color, design, height, solar access, or other effect on the enjoyment of other Lots or the Common Area, and any other factors which the ARC reasonably believe to be relevant, may be taken into consideration by the ARC in determining whether or not to consent to any proposed work.

7.7 Nonwaiver. Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing the ARC's right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

7.8 Appeal. At any time after Declarant has delegated appointment of the members of the ARC to the Board of Directors pursuant to Article 7.2, any Owner adversely impacted by action of the ARC may appeal such action to the Board of Directors. Appeals shall be made in writing within ten (10) days of the ARC's action and shall contain specific objections or mitigating circumstances justifying the appeal. If the Board is already acting as the ARC, the appeal shall be treated as a request for a rehearing, but in such case the Board must actually meet and receive evidence and argument. A final, conclusive decision shall be made by the Board of Directors within fifteen (15) days after receipt of such notification. The determination of the Board shall be final.

7.9 Effective Period of Consent. The ARC's consent to any proposed work shall automatically be revoked three (3) months after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the ARC.

7.10 Determination of Compliance. The ARC shall inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformance with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of any noncompliance and shall require the Owner to take the necessary action to bring the work into compliance with the approved project.

7.11 Noncompliance. If the ARC determines that an Owner has not constructed an improvement consistent with the specifications on which approval is based, and if the Owner fails to diligently commence to remedy such noncompliance

in accordance with the provisions of the notice of noncompliance, then at the expiration of the third (3rd) day from the date of such notification, the ARC shall provide a notice of a hearing to consider the Owner's continuing noncompliance. The hearing shall be set not more than thirty (30) days from the date of the notice of noncompliance. At the hearing, if the ARC finds that there is no valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of correcting it. The ARC shall then require the Owner to remedy or remove the same within a period of not more than ten (10) days from the date of the ARC's determination. If the Owner does not comply with the ARC's ruling within such period or within any extension of such period as the ARC, at its discretion, may grant, the Association may (a) remove the noncomplying improvement, (b) remedy the noncompliance, or (c) file suit to compel compliance. The costs of such action shall be assessed against the Owner and his Lot, including all attorneys' fees and other costs expended and incurred to enforce compliance before suit or action is filed and at trial or on any appeal or review of therefrom.

7.12 Liability. Neither the ARC, the Board, their agents, nor any member thereof shall be liable to any Owner, Occupant, or builder for any damage, loss or prejudice suffered or claimed or claimed to be suffered arising from any action by the ARC or a member thereof or failure of the ARC or a member thereof, provided only that the member has acted in good faith in accordance with the actual knowledge possessed by him.

7.13 Estoppel Certificate. Within fifteen (15) working days after written request is delivered to the ARC by an Owner, and upon payment to the ARC of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the Chairman of the ARC, and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof either (a) all improvements made or done upon or within such Lot by the Owner comply with this Declaration or any Rules and Regulations either promulgated by the Board or the ARC, or (b) such improvements do not so comply, in which event, the certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance. The Owner, his/her/their heirs, devisees, successors and assigns shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Declarant, the ARC, the Association and all Owners, and all such persons deriving an interest through any of them.

ARTICLE 8

THE GREENS AT SPRINGBROOK HOMEOWNERS ASSOCIATION

8.1 Members. Each Owner shall be a mandatory member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot automatically transfers membership in the Association. Without any other act or acknowledgement, Occupants and Owners shall be governed and controlled by this Declaration the Articles, Bylaws, and Rules and Regulations and any amendments thereof.

8.2 Proxy. Each Owner may cast his vote in person, pursuant to a proxy executed by the Owner, or by written ballot, as provided by ORS 65.222. An Owner may not revoke a proxy given pursuant to this Article except by actual notice or revocation to the person presiding over a meeting of the Association. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one (1) year after its date, unless the proxy specifies a shorter term.

8.3 Voting Rights. The Association shall have two (2) classes of voting members.

(a) Class A. Class A members shall be all Owners of Lots other than the Declarant, and each Class A member shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote.

(b) Class B. The Class B member shall be Declarant, its successors and assigns. The Class B member shall have three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the earlier of:

(i). The date that Lots representing eighty percent (80%) of Lots anticipated to be created and subject to this Declaration, including any anticipated annexation of additional Lots, have been conveyed to Owners other than Declarant ("Termination Date"); or

(ii). At such earlier time as Declarant may elect in writing to terminate Class B membership.

Thereafter, each Owner, including the Declarant, shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which

Owners are entitled to vote, and the total number of votes shall be equal to the total number of Lots.

When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed. Fractional or split votes shall be disregarded, except for purposes of determining a quorum. The total number of votes as of the Termination Date and thereafter shall be equal to the total number of Lots.

8.4 Procedure. All meetings of the Association, the Board of Directors, the ARC, and Association committees shall be conducted with such rules of order as may from time to time be adopted by the Board of Directors. Notwithstanding which rule of order is adopted, the chairman shall be entitled to vote on all matters, not merely to break a tie vote. A tie vote does not constitute a majority or approval of any motion or resolution.

ARTICLE 9

DECLARANT CONTROL

9.1 Interim Board and Officers. The Declarant hereby reserves administrative control of the Association. The Declarant, in its sole discretion, shall have the right to appoint and remove members of the Interim Board of Directors, which shall manage the affairs of the Association and which shall be vested with all powers and rights of the Board of Directors. The Interim Board shall consist of from one to three members. Notwithstanding the provision of this Article, at the Turnover Meeting (as hereinafter defined) at least one (1) Director shall be elected by Owners other than the Declarant, even if the Declarant otherwise has voting power to elect all of the members of the Board.

9.2 Transitional Advisory Committee. The Declarant shall, not later than the 60th day after the Declarant conveys fifty percent (50%) or more of the Lots to Owners other than a Successor Declarant form a Transitional Advisory Committee of three (3) or more members. The Declarant shall select no more than one (1) member of such Committee. The purpose of the Transitional Advisory Committee shall be to provide for the transition from administrative responsibility by the Declarant to the administrative responsibility by the Association and the Committee shall have reasonable access to all information and documentation required to be turned over to the Association at the Turnover Meeting. If the Declarant fails to call for a meeting

to select the Transitional Advisory Committee, an Owner may do so. Should the Owners fail to select members to serve on the Transitional Advisory Committee, the Declarant shall have no further obligation to form the Committee. In no event shall a Transitional Advisory Committee be formed once the Turnover Meeting has been held.

9.3 Turnover Meeting. The Declarant shall call a meeting for the purpose of turning over administrative control of the Association from the Declarant to the Class A members within ninety (90) days of the earlier of:

(a) Upon Sale of Lots. The date that Lots representing eighty percent (80%) of Lots subject to this Declaration, plus any recorded annexation of additional Lots, have been conveyed to persons other than the Declarant; or

(b) Declarant's Earlier Election. At such earlier time as Declarant may elect in writing to terminate Class B membership.

The Declarant shall give notice of the meeting to each Owner as provided in the Bylaws. If the Declarant does not call the meeting required under this Article, any Owner may do so. At the Turnover Meeting, Declarant shall turn over to the Association, and the Association shall accept, all responsibility for administration of the Association. Declarant shall, at such meeting, provide all documentation and records related to the administration of the business as provided by law.

9.4 Board of Directors. At and following Turnover, the Board of Directors of the Association shall be comprised of five (5) directors. The directors will be elected by a plurality of the total membership of the Association. In the event of a vacancy occurring on the Board, the position of such director(s) shall be filled in accordance with the terms and provisions of the Bylaws through appointment by the Board of Directors. Terms of office shall be staggered such that in the first election at the Turnover Meeting, as described in the Bylaws, two (2) Directors shall serve a term of three (3) years, two (2) for two (2) years and one (1) for one (1) year. At all subsequent Annual Meetings, the term of office for elected Directors will be three (3) years.

ARTICLE 10

DECLARANT'S SPECIAL RIGHTS

10.1 General. Declarant is undertaking the work of developing Lots and other improvements within the Property. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Homes on all Lots on the Property have been constructed, fully completed and sold, with respect to the Common Areas and each Lot on the Property, the Declarant shall have the special rights set forth in this Article 10.

10.2 Marketing Rights. Declarant shall have the right to maintain a construction trailer, sales office and model on one or more of the Lots which the Declarant may or may not own, to be staffed by the employees of the Declarant or any licensed real estate sales agents. The Declarant and prospective purchasers and their agents shall have the right to use and occupy the construction trailer, sales office and models during reasonable hours any day of the week. The Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations of the Property, including, without limitation, the Common Area.

10.3 Declarant's Easements. The Declarant has reserved easements over the Property as more fully described in Article 3.4, Sections (c) and (d) hereof.

10.4 Appearance and Design of the Property. Declarant shall not be prevented from changing the exterior appearance of the Common Area, including the landscaping or any other matter directly or indirectly connected with project in any manner deemed desirable by Declarant, provided that the Declarant obtain governmental consents required by law. The construction and material standards of Article 4 notwithstanding, Declarant may change exterior and/or interior designs of Homes and Lots from initial plans and provisions in this document, without notice. This may include designs, colors, and type of materials, provided Declarant obtains any necessary governmental consent.

10.5 Construction by Declarant. All construction by Declarant is presumed to have been approved by the ARC and to meet any Design Guidelines of the Association.

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ARTICLE 11

FUNDS AND ASSESSMENTS

11.1 Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and Occupants and for the improvement, operation and maintenance of the Common Area, including administrative costs and insurance for the Association. No individual structure insurance will be provided by the Association.

(a) Common Expense Designations. Common Expenses of the nature described in Article 11.1 which are to be, or are, incurred by the Association for the benefit of all of the Owners of Lots within the Property shall be separately budgeted for allocation among all such Owners, except the Declarant or a Declarant assignee and shall be designated "General Common Expenses".

(b) Insurance By the Association. The Board shall obtain, and maintain in effect, from reputable insurance companies authorized to do business in the State of Oregon, public liability insurance with respect to all the Common Area in such amounts and in such forms as the Board deems advisable to provide adequate protection for bodily injury, including deaths of persons, and property damage, whether caused by the negligence of the Association or otherwise; provided, however, that such policy(ies) shall not be for an amount of less than one million 00/100 dollars (\$1,000,000.00) per person, per occurrence, and that such policy(ies) shall provide that the coverage there under cannot be canceled or substantially modified without at least ten (10) days written notice to the Association. No fire and casualty coverage will be purchased for Homes. The Association may obtain such other and further policies of insurance as it deems advisable. The named insured on the policy may read The Greens at Springbrook Homeowners Association. The casualty insurance to be obtained by the Association pursuant to this paragraph 10.1(c) shall include the following terms, if the Board determines they are reasonably available:

- i) A waiver of subrogation by the insurer as to any claims against the Board, any Owner, or any guest of an Owner;
- ii) A waiver by the insurer of its right to repair and reconstruct instead of paying cash;

iii) A provision that no policy may be canceled, invalidated, or suspended because of the action of an Owner;

iv) A provision that no policy may be canceled, invalidated, or suspended because of the conduct of any director, officer, or employee of the Association unless the insurer gives the Association a prior written demand that the Association correct the defect and allows the Association a reasonable time to make the correction; and

v) A provision that any "other insurance" clause in any policy shall exclude from its coverage all owners' policies.

At the discretion of the Board, the Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his/her/their status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of the Articles of Incorporation of the Association.

11.2 Covenants to Pay. Declarant, on behalf of each and every subsequent Owner of any Lot, covenants and agrees that each Lot will pay the Association the assessments and any additional charges levied pursuant to this Article 11.

(a) Funds Held. The assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely for the operation, care and maintenance of the Property as provided by this Declaration. Upon the sale or transfer of any Lot, the Owner's interest in the funds shall be deemed automatically transferred to the successor in interest of such Owner, and is not refundable.

11.3 Basis of Assessments and Commencement of Assessments. Assessments are to be levied against all Lots, except those owned by the Declarant, whether or not such Lots have been improved with a substantially completed Home. Provided, however, that no Assessment shall be levied against any Lot until such time as it is first sold to an Owner other than Declarant or Declarant assignee. Assessments for all Lots conveyed by the Declarant to Owner, either by deed or land sales contract, shall begin on the day of the recording of the deed or land sale contract conveying or contracting to convey the Lot of the new Owner.

11.4 Annual Assessments. Annual assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. The fiscal year shall be the calendar year unless another year is adopted by vote of the Board members. Annual Assessments will be levied on a quarterly basis unless otherwise approved by the Board.

(a) Budget. Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Member a pro forma operating statement (budget) containing; (i) estimated revenue and expenses on an accrual basis; (ii) the amount of the total cash reserves of the Association currently available for replacement or major repair of the Common Area and for contingencies; (iii) an itemized estimate for the remaining life of, and the methods of funding to defray repair, replacement or additions to major components of the Common Area; and (iv) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs and repair, replacement or additions to major components of the Common Area. For the first fiscal year, the budget shall be approved by the Board no later than the date on which annual assessments are scheduled to commence. Thereafter, the Board shall annually prepare and approve the budget and distribute a copy thereof to each Member, together with written notice of the amount of the annual assessments to be levied against the Owner's Lot, not less than thirty (30) days and not more than ninety (90) days prior to the beginning of the fiscal year.

(b) Allocation of Assessments. The total amount in the General Association budget shall be charged equally against all Lots which have closed escrow to an Owner other than the Declarant or a Declarant assignee as annual assessments. Any profits of the Association shall be similarly allocated.

(c) Non-Waiver of Assessments. If before the expiration of any fiscal year the Association fails to fix annual assessments for the next fiscal year, the annual assessments established for the preceding year shall continue until a new annual assessment is fixed.

11.5 Reserve Funds

(a) Reserve Fund for Replacing Common Area Improvements
Declarant shall in addition establish a reserve fund in the name of the Association for replacement, in whole or in part, for any completed improvements located in, on, or under the Common Area or Lots for which

the Association is responsible pursuant to this Declaration, that will normally require replacement in more than three (3) and fewer than thirty (30) years. The reserve account need not include those items that could reasonably be funded from the maintenance fund or operating assessments, or for which one or more Owner is responsible for maintenance and replacement under the provisions of this Declaration or the Bylaws. For purposes of funding the reserve fund, the Declarant initially, and thereafter the Association shall impose an assessment to be called the "Reserve Fund Assessment" against each Lot, which assessment shall be spread equally over the Lots. The Reserve Fund Assessment shall be based on the reserve study, and updates thereof, described in Article 11.5 (b), or other sources of reliable information. Nothing herein shall limit the authority of the Declarant or the Association to establish other separate and unrelated reserve funds that are funded by assessments for reserves that are in addition to the Reserve Fund or that relate only to a particular type or category of Lot. The Reserve Fund shall be kept separate from other funds and may be used only for the purposes for which reserves have been established as specified in this Article.

Required Reserve Fund Assessments for completed improvements shall begin accruing from the date the first Lot is conveyed from the Declarant to an Owner other than Declarant assignee. Declarant may elect to defer payment of the Reserve Fund Assessments due on Lots it owns until the date of the conveyance of the Lot to an Owner. However, the Declarant may not defer such payment beyond the date of the Turnover Meeting or, if no Turnover Meeting is held, beyond the date the Owners assume administrative control of the Association. The books and records of the Association shall reflect the amount owing from the Declarant for all Reserve Fund Assessments.

After the Turnover Meeting or at such time as the Owners have assumed responsibility for administration of the Association, the Board may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet other unexpected increases in expenses. Such funds borrowed from the Reserve Fund shall be repaid from regular annual or special assessments against the Lots, if the Board has adopted a resolution, which may be an annual, continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period.

The Board may adjust the amount of the Reserve Fund Assessments as indicated by any reserve study or update, and provide for any other reserve items that the Board, in its discretion, may deem appropriate during a fiscal

year. In addition, after the second anniversary of the Turnover Meeting, the Association may elect to reduce or increase future Reserve Fund Assessments by a 75% vote of the Owners.

Any funds established for any of the purposes mentioned in this Article shall be deemed to be within the Reserve Fund notwithstanding that it may not be so designated by the Board of Directors. The amount of the Reserve Fund shall constitute an asset of the Association and shall not be refunded or distributed to any Owner.

(b) Reserve Study. The Declarant initially, and thereafter the Board of Directors shall on behalf of the Association annually conduct a reserve study, or review and update an existing study, of the Common Area components to determine the requirements of the reserve fund described in Article 10.5 (a) above. The reserve study shall include (a) identification of all items for which reserves are required to be established; (b) the estimated remaining useful life of each item as of the date of the reserve study; (c) the estimated cost of maintenance, repair, or replacement of each item at the end of its useful life; and (d) a thirty (30) year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on the reserve fund, to meet the maintenance, repair, and replacement schedule.

11.6 Special Assessments. The Board of Directors shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

(a) Deficits in Operating Budget. To correct a deficit in the operating budget, by vote of a majority of the Board;

(b) Breach of Documents. To collect amounts due to the Association from an Owner for breach of the Owner's obligations under the Declaration, the Bylaws, or the Rules and Regulations, by vote of a majority of the Board;

(c) Repairs. To make repairs or renovations to the Common Area if sufficient funds are not available from the operating budget or replacement reserve accounts by vote of a majority of the Board; or

(d) Capital Additions. To make capital acquisitions, additions or improvements, by vote of at least seventy-five percent (75%) of all votes allocated to the Lots.

11.7 Accounts.

(a) Types of Accounts. Assessments collected by the Association may be deposited into at least two (2) separate accounts with a bank, which accounts shall be designated as (i) the Current Operating Account and (ii) the Reserve Account. Those portions of the assessments collected for current maintenance and operation levied under Article 11.4 (b) will be in the Current Operating Account and those portions of the assessments collected as reserves for replacement and deferred maintenance of capital improvements into the Reserve Account. Special Assessments shall be deposited into one of the two accounts, whichever is deemed by the Board to be appropriate. Withdrawal of funds for the Association's Reserve Account shall require the signatures of two (2) Directors.

(b) Reserve Account. The Association shall pay out of the Reserve Account only those costs that are attributable to the maintenance, repair or replacement of capital improvements for which reserves have been collected and held.

(c) Current Operating Account. All ordinary maintenance and operating expenses shall be paid from the Current Operating Account.

10.8 Default in Payment of Assessments, Enforcement of Liens.

(a) Personal Obligation. All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligation of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure) the grantees shall be jointly and severally liable with the grantor(s) for all Association assessments imposed through the recording date of the instrument affecting the conveyance. A suit for a money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

(b) Association Lien. At any time any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent, the Association, by and through its Board or any management agent, may file a notice of lien in the deed records of Yamhill County, Oregon against the Lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees (whether or not suitor action is instituted) and other appropriate costs properly chargeable to an Owner by the Association,

until such amounts are fully paid. The provisions regarding the attachment, notice, recordation and duration of liens established on real property under ORS 94.704 to 94.716, as the same may be amended, shall apply to the Association's lien. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens under ORS Chapter 87, except that the Association's lien may be continued in force for a period not to exceed six (6) years from the date the assessment is due. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, and any first mortgage or deed of trust.

(c) Interest; Fines; Late Fees; Penalties. The Board in its reasonable discretion may from time to time adopt resolutions to set the rate of interest, and to impose late fees, fines and penalties on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws, any Rules and Regulations, and any rules and regulations adopted by the ARC. The adoption of such impositions shall be communicated to all Owners in writing not less than thirty (30) days before the effective date by a notice mailed to the assessment billing addresses of such Owners. Such impositions shall be considered assessments which are lienable and collectible in the same manner as any other assessments. Provided, however, no fine or penalty for violation of this Declaration, the Bylaws or any Rules and Regulations (other than late fees, fines or interest arising from an Owner's failure to pay regular or special assessments) may be imposed against an Owner or his Lot until such Owner is given an opportunity for a hearing as provided in Article 4.24.

(d) Acceleration of Assessments. In the event an Owner is delinquent in payment of any assessment or installment on any assessment, the Association, upon not less than ten (10) days written notice to the Owner, may accelerate the due date of the full annual assessment for that fiscal year and all future installments of any special assessments.

(e) Association's Right to Rents/Receiver. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting Owner for the use of his Lot or shall be entitled to the appointment of a Receiver. Any default by the Owner in any provisions of the Declaration or Bylaws shall be deemed to be a default by the Owner of any mortgage to which the Owner is party or to which the Lot is subject.

ARTICLE 12

GENERAL PROVISIONS

12.1 Records. The Board of Directors shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board of Directors shall also keep detailed and accurate financial records including individual assessment accounts of Owners, the balance sheet, and income and expense statements. Individual assessment accounts shall designate the name and address of the Owner or Owners of the Lot, the amount of each assessment as it becomes due, the amounts paid upon the account, and the balance due on the assessments. The Board shall annually cause to be prepared and distributed to each Owner within ninety (90) days after the end of the fiscal year, an annual financial statement consisting of a balance sheet and income and expenses statement for the preceding fiscal year. Such financial statement shall be reviewed by a certified public accountant within one hundred eighty (180) days following the end of the fiscal year if the Association has annual assessments exceeding seventy-five thousand 00/100 dollars (\$75,000.00), or, if less than seventy-five thousand 00/100 dollars (\$75,000.00), if a petition requesting such review is executed by a majority of the Owners and delivered to the Board. The minutes of the Association, the Board and committees, and the Association's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies other than the annual copies to all Owners of the financial statements.

12.2 Indemnification of Directors, Officers, Employees and Agents. The Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that he/she is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner

which he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceedings, had reasonable cause to believe his conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and members of the Association who participated with or benefited from the acts which created said liability.

12.3 Enforcement; Attorneys' Fees. The Association and the Owners within the Property or any mortgagee on any Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may pertain specifically to such parties or owners by any proceeding at law or in equity. Failure by either the Association or by any Owner or mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. The prevailing party in any such action or appeal therefrom shall be entitled to recovery of reasonable attorney fees and costs.

12.4 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

12.5 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of the Owners and ninety percent (90%) of the first mortgagees. Provided however, amendments which do not constitute rescission of the planned development may be adopted as provided in Article 12.6 below. Additionally, any such rescission which affects the Common Area shall require the prior written consent of Yamhill County.

12.6 Amendment. Except as otherwise provided in Articles 12.5, 12.9, and the restrictions set forth elsewhere herein, this Declaration may be amended in accordance with the provisions of ORS 94.590 at any time by an instrument approved by not less than seventy-five percent (75%) of the total votes, without regard to any weighted vote otherwise allocated to the Class B member, for all Lots subject to this Declaration, of each class of members that are eligible to vote. However, prior to

transfer of any Lot to an Owner other than a Successor Declarant, Declarant has the right to amend the Declaration, Bylaws and Articles of Incorporation. Any amendment must be executed, recorded and certified as provided by law. Provided, however, that no amendment of this Declaration shall effect an amendment of the Bylaws or Articles without compliance with the provisions of such documents, and the Oregon Non-Profit Corporation Act. Provided further, until the Turnover Meeting, no amendment affecting the General Plan and Development or any other right of the Declarant herein contained may be effected without the express written consent of the Declarant or its successors and assigns.

12.7 Release of Right of Control. The Declarant may give up their right of control in writing at any time by notice to the Association.

12.8 Personal Pronouns. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall apply to the plural and vice versa.

12.9 Unilateral Amendment by Declarant. The Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, the United States Department of Veterans Affairs, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any other state in which the Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon, or such other state, the approval of which entity is required in order for it to insure, guarantee or provide financing in connection with development of the Property and sale of Lots. Prior to the Turnover Meeting, no Declarant amendment shall require notice to or approval by any Class A member.

12.10 Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing the Association, such conflict shall be resolved by looking to the following documents in the order shown below:

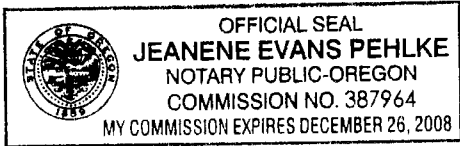
1. Declaration of Covenants, Conditions and Restrictions;
2. Articles of Incorporation;
3. Bylaws;
4. Rules and Regulations.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has executed this instrument this 31 day of January, 2005.

By: [Signature]
Mike Loomis, Vice President Land Development
D.R. Horton, Inc.- Portland

STATE OF OREGON)
) ss. January 31, 2005
County of Multnomah

This instrument was acknowledged before me on January 31, 2005, by Mike Loomis, as Vice President Land Development for D.R. Horton, Inc.- Portland, a Delaware Corporation.

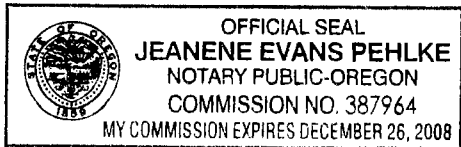


Jeanene Evans Pehlke
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12-26-08

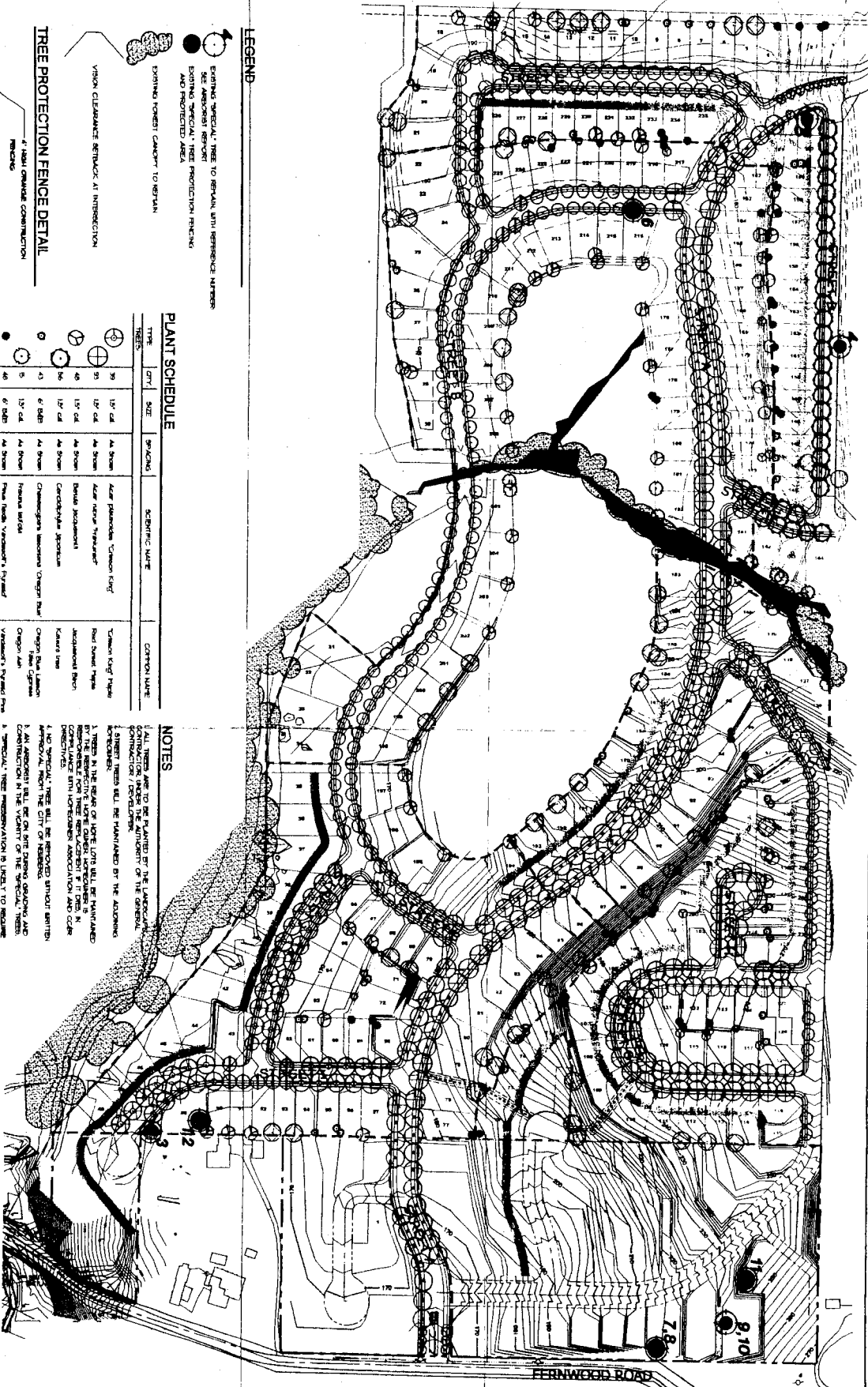
By: [Signature]
Jeffery D. Smith, President
The Greens at Springbrook, LLC

STATE OF OREGON)
) ss. January 31, 2005
County of Multnomah

This instrument was acknowledged before me on January 31, 2005, by Jeffery D. Smith, President for The Greens at Springbrook, LLC.



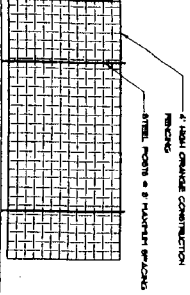
Jeanene Evans Pehlke
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12-26-08



LEGEND

- PLANTING SPECIAL: TREE TO BE PLANTED WITH REFERENCE NUMBER SEE ASSOCIATED DRAWING
- EXISTING SPECIAL: TREE PROTECTION FENCING AND PROTECTED AREA
- EXISTING FOREST: CANOPY TO BE MAINTAIN
- VISION CLEARANCE SETBACK AT INTERSECTION

TREE PROTECTION FENCE DETAIL



PLANT SCHEDULE

TYPE	QTY	SIZE	SPACING	SCIENTIFIC NAME	COMMON NAME
1	30	18" cal	4' Show	Acacia saligna	Wattle
2	30	18" cal	4' Show	Acacia saligna	Wattle
3	30	18" cal	4' Show	Acacia saligna	Wattle
4	30	18" cal	4' Show	Acacia saligna	Wattle
5	30	18" cal	4' Show	Acacia saligna	Wattle
6	30	18" cal	4' Show	Acacia saligna	Wattle
7	30	18" cal	4' Show	Acacia saligna	Wattle
8	30	18" cal	4' Show	Acacia saligna	Wattle
9	30	18" cal	4' Show	Acacia saligna	Wattle
10	30	18" cal	4' Show	Acacia saligna	Wattle
11	30	18" cal	4' Show	Acacia saligna	Wattle
12	30	18" cal	4' Show	Acacia saligna	Wattle
13	30	18" cal	4' Show	Acacia saligna	Wattle
14	30	18" cal	4' Show	Acacia saligna	Wattle
15	30	18" cal	4' Show	Acacia saligna	Wattle
16	30	18" cal	4' Show	Acacia saligna	Wattle
17	30	18" cal	4' Show	Acacia saligna	Wattle
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25	30	18" cal	4' Show	Acacia saligna	Wattle
26	30	18" cal	4' Show	Acacia saligna	Wattle
27	30	18" cal	4' Show	Acacia saligna	Wattle
28	30	18" cal	4' Show	Acacia saligna	Wattle
29	30	18" cal	4' Show	Acacia saligna	Wattle
30	30	18" cal	4' Show	Acacia saligna	Wattle

NOTES

1. ALL TREES ARE TO BE PLANTED BY THE LANDSCAPE CONTRACTOR / DEVELOPER.
2. STREET TREES WILL BE MAINTAINED BY THE ADJOINING HOMEOWNER.
3. TREES IN THE REAR OF LOTS WILL BE MAINTAINED BY THE HOMEOWNER. TREES IN THE FRONT OF LOTS WILL BE MAINTAINED BY THE HOMEOWNER. TREES IN THE MIDDLE OF LOTS WILL BE MAINTAINED BY THE HOMEOWNER.
4. ALL TREES TO BE PLANTED BY THE LANDSCAPE CONTRACTOR / DEVELOPER.
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30. TREES TO BE PLANTED BY THE LANDSCAPE CONTRACTOR / DEVELOPER.



**TREE MANAGEMENT PLAN
GREENS AT SPRINGBROOK**

NEWBERG, OREGON

DESIGNED BY J.M. DATE _____
 DRAWN BY J.M. DATE _____
 REVIEWED BY M.B. DATE _____
 PROJECT NO. 2008-008 REF. 21120-01
 73320200-01
 SCALE: 1" = 80'
 73320200-01 04
 73320190-01

NO.	DATE	REVISION	BY

ALPHA ENGINEERING INC.
 PLANNING • DEVELOPMENT SERVICES • SURVEYING
 OFFICE: 503-468-8086 • FAX: 503-468-8048
 P.O. BOX 1007 • SUITE 100 • SEASIDE, OREGON 97138

41/41

AFTER RECORDING, RETURN TO:
Mike Loomis
D.R. Horton, Inc.-Portland
4386 SW Macadam Avenue, Suite 102
Portland, OR 97239

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

200521210



\$36.00

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09/27/2005 01:21:44 PM

PR-DECPR Cnt=1 Stn=2 ANITA

\$15.00 \$10.00 \$11.00

**DECLARATION OF ANNEXATION TO
THE GREENS AT SPRINGBROOK
(The Greens at Springbrook No. 2)**

THIS DECLARATION OF ANNEXATION TO THE GREENS AT SPRINGBROOK
is made as of this 11th day of July, 2005, by D.R. Horton, Inc.-Portland, a Delaware corporation
and The Greens at Springbrook, LLC, an Oregon limited liability company (collectively as the
"Declarant").

RECITALS

WHEREAS, Declarant caused to be recorded that certain Declaration of Covenants,
Conditions and Restrictions for The Greens at Springbrook recorded April 12, 2005, as Document
#200507312 in the Records of Yamhill County, Oregon (the "Declaration"). Declarant also caused
to be recorded that certain plat of The Greens of Springbrook recorded April 12, 2005, as
Document #200507310 in the Records of Yamhill County, Oregon.

WHEREAS, such Declaration established The Greens at Springbrook Homeowners
Association (the "Association").

WHEREAS, pursuant to Article 2 of the Declaration, Declarant wishes to annex The
Greens at Springbrook No. 2 to the Declaration, as such Declaration has been or may be amended,
and define the Association's obligations to the Additional Property (as such term is defined
below).

NOW, THEREFORE, Declarant hereby declares as follows:

1. **PROPERTY ANNEXED.** Declarant hereby declares that all the property
described below (the "Additional Property") shall be annexed to the Declaration as Property (as
such term is defined in the Declaration) and that such property is held and shall be held, conveyed,
hypothecated, encumbered, used, occupied and improved subject to the Declaration to the same
extent as if originally included in the Declaration, as such Declaration has been or may be
amended:

All that certain, real property located in Yamhill County, Oregon, in that certain
Plat entitled "The Greens at Springbrook No. 2" filed in the Plat Records of
Yamhill County, Oregon, recorded concurrently herewith.

NORTHWEST TITLE COMPANY

2. **LAND CLASSIFICATIONS.** Unless specified in this Declaration of Annexation, uses, treatment, and maintenance of subject Land Classifications shall be handled the same as the original Declaration. All of the land within the Additional Property is included in one or another of the following classifications:

- (a) "Lot", which shall consist of Lots 53 - 117 of the Plat of the Additional Property;
- (b) "Lot Easement Area", which shall consist of those portions of any Lot subject to any easement benefiting the Association.
- (c) "Public Area", which shall consist of the streets and public rights-of-way as shown on the Plat of the Additional Property.
- (d) "Common Area", which shall consist of Tract D.

3. **ASSOCIATION'S OBLIGATIONS UPON ADDITIONAL PROPERTY.** All of the Additional Property is subject to the notes and easements set forth on the Plat entitled "The Greens at Springbrook No. 2", filed in the Plat Records of Yamhill County, Oregon (the "Plat"), recorded concurrently herewith and incorporated herein by reference.

Except as otherwise provided, the Association hereby reserves a private storm drainage easement located on Lots 88 through 90, benefiting said Lots and Lot 91; and on Lots 94 through 99 benefiting said Lots and Lot 93; and Lots 100 through 104 and Lot 117 benefiting said Lots and Lot 116. All such private storm drainage easements are more particularly set forth on the Plat. All Lots subject to the private storm drainage easement shall be maintained by the Declarant, their Successors and/or Assigns (including, but not limited to, subsequent Owners (as such term is defined in the Declaration)), pursuant to the Declaration.

Except as otherwise provided, the Association hereby reserves a private sanitary sewer easement located on Lots 98 and 99, benefiting Lots 97 and 98. Such private sanitary sewer easements are more particularly set forth on the Plat. The subject Lots shall be maintained by the Declarant, their Successors and/or Assigns (including, but not limited to, subsequent Owners (as such term is defined in the Declaration)), pursuant to the Declaration.

The Association shall own and maintain, pursuant to the Declaration, Common Area "Tract D", a pedestrian access area that is located within the Additional Property, as more particularly set forth on the Plat.

4. **EFFECT OF ANNEXATION.** Except as expressly amended hereby, and by any previously recorded amendments, if any, the Declaration shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

AFTER RECORDING, RETURN TO:
Mike Loomis
D.R. Horton, Inc.-Portland
4386 SW Macadam Avenue, Suite 102
Portland, OR 97239

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

200528463



\$36.00

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12/16/2005 02:52:55 PM

PR-CRPR Cnt=1 Stn=2 ANITA
\$15.00 \$10.00 \$11.00

**FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
THE GREENS AT SPRINGBROOK**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE GREENS AT SPRINGBROOK (this "First Amendment") is made and entered into effect this 9th day of December 2005, by D.R. Horton, Inc.-Portland, a Delaware corporation and The Greens at Springbrook, LLC, an Oregon limited liability company (collectively, the "Declarant") and by "The Greens at Springbrook Homeowner's Association" (the "Association").

RECITALS:

WHEREAS, the Declarant caused that certain Declaration of Covenants, Conditions, and Restrictions for The Greens at Springbrook to be recorded on April 12, 2005, Document No. 200507312 in Yamhill County, Oregon (the "Declaration").

WHEREAS, the Declarant caused that certain Declaration of Annexation to The Greens at Springbrook (The Greens at Springbrook No. 2) to be recorded on September 27, 2005 as Doc. No. 2005-21210, in the records of Yamhill County.

WHEREAS, pursuant to Article 12.6 and/or 12.9 of the Declaration, Declarant desires to amend the Declaration as provided herein, to define the term "Investment Property" ~~and to provide~~ for the addition of a provision in the Declaration that places limitations upon Investment Property (as such term is defined herein) located within The Greens at Springbrook. Capitalized terms not defined herein shall have the meaning given in the Declaration, except as otherwise indicated.

The Declaration is hereby amended as follows:

1. Section 1.23. Section 1.23 of the Definitions section of the Declaration is hereby added to include the following language:

"1.23. "Investment Property" shall mean any Lot in which the Occupant of the Home located upon such Lot is not the Owner of such Home."

IT HAS NOT BEEN DETERMINED IF THIS DOCUMENT IS A NORTHWEST TITLE COMMITMENT

AFTER RECORDING, RETURN TO:
Mike Loomis
D.R. Horton, Inc.-Portland
4386 SW Macadam Avenue, Suite 102
Portland, OR 97239

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK



\$36.00

200607782 4:46:25 PM 4/07/2006
PR-DECPR Cnt=1 Stn=1 KAREN
\$15.00 \$10.00 \$11.00

**DECLARATION OF ANNEXATION TO
THE GREENS AT SPRINGBROOK
(The Greens at Springbrook No. 4)**

THIS DECLARATION OF ANNEXATION TO THE GREENS AT SPRINGBROOK
is made as of this 6th day of March, 2006, by D.R. Horton, Inc.-Portland, a
Delaware corporation and The Greens at Springbrook, LLC, an Oregon limited liability company
(collectively as the "Declarant").

RECITALS

WHEREAS, Declarant caused to be recorded that certain Declaration of Covenants,
Conditions and Restrictions for The Greens at Springbrook recorded April 12, 2005, as Document
#200507312 in the Records of Yamhill County, Oregon (the "Declaration"). Declarant also caused
to be recorded that certain plat of The Greens of Springbrook recorded April 12, 2005, as
Document #200507310 in the Records of Yamhill County, Oregon. **WHEREAS**, such Declaration
established The Greens at Springbrook Homeowners Association (the "Association"). **WHEREAS**,
Declarant also caused to be recorded that certain Declaration of Annexation to The Greens at
Springbrook No. 2, as Document #200521210 in the Records of Yamhill County, Oregon.
WHEREAS, Declarant also caused to be recorded that certain Declaration of Annexation to The
Greens at Springbrook No. 3, as Document # 200607788 in the Records of Yamhill County,
Oregon.

WHEREAS, pursuant to Article 2 of the Declaration, Declarant wishes to annex The
Greens at Springbrook No. 4 to the Declaration, as such Declaration has been or may be amended,
and define the Association's obligations to the Additional Property (as such term is defined
below).

NOW, THEREFORE, Declarant hereby declares as follows:

1. **PROPERTY ANNEXED**. Declarant hereby declares that all the property
described below (the "Additional Property") shall be annexed to the Declaration as Property (as
such term is defined in the Declaration) and that such property is held and shall be held, conveyed,
hypothecated, encumbered, used, occupied and improved subject to the Declaration to the same
extent as if originally included in the Declaration, as such Declaration has been or may be
amended:

NWT/FATCO

All that certain, real property located in Yamhill County, Oregon, in that certain Plat entitled "The Greens at Springbrook No. 4" filed in the Plat Records of Yamhill County, Oregon, recorded concurrently herewith.

2. **LAND CLASSIFICATIONS.** Unless specified in this Declaration of Annexation, uses, treatment, and maintenance of subject Land Classifications shall be handled the same as the original Declaration. All of the land within the Additional Property is included in one or another of the following classifications:

- (a) "Lot", which shall consist of Lots 177 – 181 of the Plat of the Additional Property;
- (b) "Public Area", which shall consist of the streets and public rights-of-way as shown on the Plat of the Additional Property.
- (c) "Common Area", which shall consist of Tract J.
- (d) "Conservation Easement", which is located on Lots 179 and 180 of the Plat of the Additional Property.

3. **ASSOCIATION'S OBLIGATIONS UPON ADDITIONAL PROPERTY.** All of the Additional Property is subject to the notes and easements set forth on the Plat entitled "The Greens at Springbrook No. 3", filed in the Plat Records of Yamhill County, Oregon (the "Plat"), recorded concurrently herewith and incorporated herein by reference.

Except as otherwise provided, the Association shall own and pay for any maintenance, upkeep and replacement of any Declarant installed improvements within the boundaries of Common Area Tract J located within the Additional Property, as more particularly set forth on the plat.

4. **CONSERVATION EASEMENT.** Lots 179 and 180 are subject to a Conservation Easement recorded in the Yamhill County Records as document number 2005-28708. The aforementioned conservation easement is intended to preserve subject areas in their natural state. Minor improvements may be permitted in the easement area, subject to the easement beneficiary's and ARC approval.

5. **EFFECT OF ANNEXATION.** Except as expressly amended hereby, and by any previously recorded amendments, if any, the Declaration shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has executed this Declaration of Annexation to The Greens at Springbrook (The Greens at Springbrook No. 4) as of the date first above written.

DECLARANT:

By: [Signature]
Mike Loomis, Vice President Land Development
D.R. Horton, Inc. - Portland

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on this 6th day of March, 2006, by Mike Loomis as Vice President of Land Development for D.R. Horton, Inc. - Portland, a Delaware corporation.



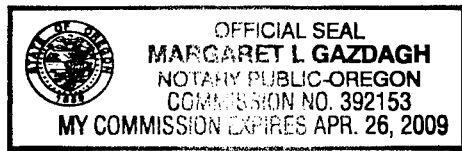
[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 04/26/09

DECLARANT:

By: [Signature]
Jeffrey D. Smith, President
The Greens at Springbrook, LLC

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on this 6th day of March, 2006, by Jeffrey D. Smith as President for The Greens at Springbrook, LLC, an Oregon limited liability company.



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 04/26/09

AFTER RECORDING, RETURN TO:
Mike Loomis
D.R. Horton, Inc.-Portland
4386 SW Macadam Avenue, Suite 102
Portland, OR 97239

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK



\$41.00

200607788

4:52:51 PM 4/07/2006

PR-DECPR Cnt=1 Str=3 KENTV
\$20.00 \$10.00 \$11.00

**DECLARATION OF ANNEXATION TO
THE GREENS AT SPRINGBROOK**
(The Greens at Springbrook No. 3)

THIS DECLARATION OF ANNEXATION TO THE GREENS AT SPRINGBROOK
is made as of this 6th day of March, 2006, by D.R. Horton, Inc.-Portland, a
Delaware corporation and The Greens at Springbrook, LLC, an Oregon limited liability company
(collectively as the "Declarant").

RECITALS

WHEREAS, Declarant caused to be recorded that certain Declaration of Covenants,
Conditions and Restrictions for The Greens at Springbrook recorded April 12, 2005, as Document
#200507312 in the Records of Yamhill County, Oregon (the "Declaration"). Declarant also caused
to be recorded that certain plat of The Greens of Springbrook recorded April 12, 2005, as
Document #200507310 in the Records of Yamhill County, Oregon. **WHEREAS**, such Declaration
established The Greens at Springbrook Homeowners Association (the "Association"). **WHEREAS**,
Declarant also caused to be recorded that certain Declaration of Annexation to The Greens at
Springbrook No. 2, as Document #200521210 in the Records of Yamhill County, Oregon.

WHEREAS, pursuant to Article 2 of the Declaration, Declarant wishes to annex The
Greens at Springbrook No. 3 to the Declaration, as such Declaration has been or may be amended,
and define the Association's obligations to the Additional Property (as such term is defined
below).

NOW, THEREFORE, Declarant hereby declares as follows:

1. **PROPERTY ANNEXED.** Declarant hereby declares that all the property
described below (the "Additional Property") shall be annexed to the Declaration as Property (as
such term is defined in the Declaration) and that such property is held and shall be held, conveyed,
hypothecated, encumbered, used, occupied and improved subject to the Declaration to the same
extent as if originally included in the Declaration, as such Declaration has been or may be
amended:

All that certain, real property located in Yamhill County, Oregon, in that certain
Plat entitled "The Greens at Springbrook No. 3" filed in the Plat Records of
Yamhill County, Oregon, recorded concurrently herewith.

2. **LAND CLASSIFICATIONS.** Unless specified in this Declaration of Annexation, uses, treatment, and maintenance of subject Land Classifications shall be handled the same as the original Declaration. All of the land within the Additional Property is included in one or another of the following classifications:

- (a) "Lot", which shall consist of Lots 118 – 176 of the Plat of the Additional Property;
- (b) "Public Area", which shall consist of the streets and public rights-of-way as shown on the Plat of the Additional Property.
- (c) "Common Area", which shall consist of Tracts F, G, H, & I.
- (d) "Landscape Easement", which shall consist of the open area on the back of Lots 173 – 175; the streetscape along Fernwood Road from Lot 156 – 157 and 162 – 164.
- (e) "Lot Easement Area", which shall consist of those portions of any Lot subject to any easement benefiting the Association.
- (f) "Fence Easement", which shall run along Fernwood Road from Lot 156 – 157 and 162 – 170.
- (g) "Sanitary Sewer Easement", to the City of Newberg over Lots 148 – 151; 158 – 159; 135 – 136; and Tract "E".
- (h) "Private Access Easement", over Lots 149 and 151 for the benefit of Lot 150.

3. **ASSOCIATION'S OBLIGATIONS UPON ADDITIONAL PROPERTY.** All of the Additional Property is subject to the notes and easements set forth on the Plat entitled "The Greens at Springbrook No. 3", filed in the Plat Records of Yamhill County, Oregon (the "Plat"), recorded concurrently herewith and incorporated herein by reference.

Except as otherwise provided, the Association hereby reserves a private storm drainage easement located on Lot 124 and 132 benefiting said Lot and Lots 100 through 104 and Lot 117; Lot 120 benefiting said Lot and Lot 119; Lots 125 through 127 benefiting said Lots and Lot 124; and Lots 137 through 141 benefiting said Lots and Lot 136; Lot 134 and 135 benefiting said Lots and Lot 133. All such private storm drainage easements are more particularly set forth on the Plat. All Lots subject to the private storm drainage easement shall be maintained by the Declarant, their Successors and/or Assigns (including, but not limited to, subsequent Owners (as such term is defined in the Declaration)), pursuant to the Declaration.

Except as otherwise provided, the Association shall own and pay for any maintenance, upkeep and replacement of any Declarant installed improvements, excluding franchise utilities and City utilities, within the boundaries of Common Area Tracts F, G, H, and I located within the Additional Property, as more particularly set forth on the plat.

Except as otherwise provided, the Association shall maintain the Landscape Easement along the back of Lots 173, 174, 175 and 176 that are located within the Additional Property, as more particularly set forth on the Plat.

Except as otherwise provided, the Association shall own and pay for any maintenance and upkeep for the Fence along Fernwood Road from Lots 156, 157, and 162 through 171.

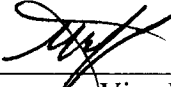
Except as otherwise provided, the Association shall maintain the Fence, Landscape, and PUE Easement located on the southeast portion of Lot 157.

4. **EFFECT OF ANNEXATION.** Except as expressly amended hereby, and by any previously recorded amendments, if any, the Declaration shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

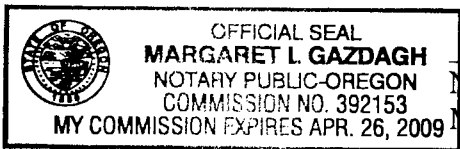
IN WITNESS WHEREOF, Declarant has executed this Declaration of Annexation to The Greens at Springbrook (The Greens at Springbrook No. 3) as of the date first above written.

DECLARANT:

By: 
Mike Loomis, Vice President Land Development
D.R. Horton, Inc. - Portland

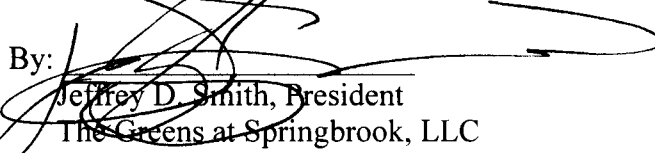
STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on this 6th day of March, 2006, by Mike Loomis as Vice President of Land Development for D.R. Horton, Inc. - Portland, a Delaware corporation.



Margaret L. Gazdagh
NOTARY PUBLIC FOR OREGON
My Commission Expires: 04/26/09

~~DECLARANT:~~

By: 
Jeffrey D. Smith, President
The Greens at Springbrook, LLC

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on this 6th day of March, 2006, by Jeffrey D. Smith as President for The Greens at Springbrook, LLC, an Oregon limited liability company.



Margaret L. Gazdagh
NOTARY PUBLIC FOR OREGON
My Commission Expires: 04/26/09

When recorded Mail to:
Maggie Gazdagh
D.R. Horton, Inc. - Portland
4386 SW Macadam, Suite 102
Portland, OR 97239



\$36.00

05/31/2006 11:12:12 AM

PR-CRPR Cnt=1 Stn=2 ANITA
\$15.00 \$10.00 \$11.00

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE GREENS AT SPRINGBROOK**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE GREENS AT SPRINGBROOK (this "Amendment") is approved and is hereby effective this 9th day of MAY, 2006. Except those specifically amended herein, all other provisions remain in full force and effect.

RECITALS

WHEREAS, the Declarant caused that certain Declaration of Covenants, Conditions and Restrictions for The Greens at Springbrook (together with any modifications or amendments thereto, if any, the "Declaration") that was recorded on April 12, 2005 as Doc. No. 200507312 in the Yamhill County records.

WHEREAS, the Declarant also caused to be recorded that certain plat of The Greens of Springbrook recorded April 12, 2005, as Document #200507310 in the Records of Yamhill County, Oregon; **WHEREAS**, such Declaration established The Greens at Springbrook Homeowners Association (the "Association"); **WHEREAS**, Declarant also caused to be recorded September 27, 2005 that certain Declaration of Annexation to The Greens at Springbrook No. 2, as Document #200521210 in the Records of Yamhill County, Oregon; **WHEREAS**, Declarant also caused to be recorded April 7, 2006 that certain Declaration of Annexation to The Greens at Springbrook No. 3, as Document #200607788 in the Records of Yamhill County, Oregon; **WHEREAS**, Declarant also caused to be recorded April 7, 2006 that certain Declaration of Annexation to The Greens at Springbrook No. 4 as Document #200607782 in the Records of Yamhill County;

NOW, THEREFORE, Declaration is hereby amended as follows:

1. Section 4.13. The "Fences and Hedges" section of the Declaration is hereby amended and restated in full as follows:

"4.13. Fences and Hedges. No fences or boundary hedges shall be installed without prior written approval of the ARC. Further all fences must meet the City of Newberg Development Code Standards. Except as otherwise provided in this Declaration, any fencing installed on Owner's Lots either by Owner, or by Declarant, will be Owner's maintenance responsibility. All

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FIRST AMERICAN TITLE

fences that are Owner's responsibility are to be maintained in a condition acceptable to the Board and ARC. Except as otherwise provided herein, no fencing will be permitted on Lots abutting the golf course property, including, but not limited to, Lots 49 – 63. Notwithstanding the foregoing, however, Lots 23, 24, 26 – 33, and 177 - 179 may submit for ARC approval for black aluminum or steel fencing (similar to the fence along the front of the community,) not to exceed four feet (4') in height for rear and side property lines. Any side yard metal fencing may not be brought forward any more than five (5) feet from the rear of the house.

Side yard fencing on Lots that do not abut the golf course shall maintain a minimum five (5) foot setback from the front of the house. All fence materials, designs, and colors are subject to prior approval of the ARC.

No chain link fencing will be permitted for use as a perimeter fence. Chain link fencing for any other use shall not be visible from the street or another lot.

Declarant installed iron and mason walls and columns along Fernwood Road will be maintained by the Association.”

[SIGNATURES ON FOLLOWING PAGE]

When recorded Mail to:
Maggie Gazdagh
D.R. Horton, Inc. - Portland
4386 SW Macadam, Suite 102
Portland, OR 97239

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

200614755



\$36.00

PR-CRPR Cnt=1 Stn=2 ANITA
\$15.00 \$10.00 \$11.00

06/30/2006 04:22:08 PM

**SECOND AMENDMENT AND RESTATEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE GREENS AT SPRINGBROOK**

THIS SECOND AMENDMENT AND RESTATEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE GREENS AT SPRINGBROOK (this "Amendment") is approved and is hereby effective this 27 day of June, 2006. Except those specifically amended herein, all other provisions remain in full force and effect.

RECITALS

WHEREAS, the Declarant caused that certain Declaration of Covenants, Conditions and Restrictions for The Greens at Springbrook (together with any modifications or amendments thereto, if any, the "Declaration") that was recorded on April 12, 2005 as Doc. No. 200507312 in the Yamhill County records.

WHEREAS, the Declarant also caused to be recorded that certain plat of The Greens of Springbrook recorded April 12, 2005, as Document #200507310 in the Records of Yamhill County, Oregon; **WHEREAS**, such Declaration established The Greens at Springbrook Homeowners Association (the "Association"); **WHEREAS**, Declarant also caused to be recorded September 27, 2005 that certain Declaration of Annexation to The Greens at Springbrook No. 2, as Document #200521210 in the Records of Yamhill County, Oregon; **WHEREAS**, Declarant also caused to be recorded April 7, 2006 that certain Declaration of Annexation to The Greens at Springbrook No. 3, as Document #200607788 in the Records of Yamhill County, Oregon; **WHEREAS**, Declarant also caused to be recorded April 7, 2006 that certain Declaration of Annexation to The Greens at Springbrook No. 4 as Document #200607782 in the Records of Yamhill County; **WHEREAS**, Declarant also caused to be recorded May 31, 2006 that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for The Greens at Springbrook as Document #200612073 in the Records of Yamhill County, Oregon;

NOW, THEREFORE, Declaration is hereby amended and restated as follows:

1. Section 4.13. The "Fences and Hedges" section of the Declaration is hereby amended and restated in full as follows:

FIRST AMERICAN TITLE

0-112

“4.13. Fences and Hedges. No fences or boundary hedges shall be installed without prior written approval of the ARC. Further all fences must meet the City of Newberg Development Code Standards. Except as otherwise provided in this Declaration, any fencing installed on Owner’s Lots either by Owner, or by Declarant, will be Owner’s maintenance responsibility. All fences that are Owner’s responsibility are to be maintained in a condition acceptable to the Board and ARC. Side yard fencing on Lots that do not abut the golf course shall maintain a minimum five (5) foot setback from the front of the house. All fence materials, designs, and colors are subject to prior approval of the ARC.

Except as otherwise provided herein, no fencing will be permitted on any Lot abutting a green or a fairway, including, but not limited to, Lots 49 – 63.

No chain link fencing will be permitted for use as a perimeter fence. Chain link fencing for any other use shall not be visible from the street or another lot.

Declarant installed iron and mason walls and columns along Fernwood Road will be maintained by the Association.”

SIGNATURES ON FOLLOWING PAGE

AFTER RECORDING, RETURN TO:
Margaret Gazdag
D.R. Horton, Inc.-Portland
4386 SW Macadam Avenue, Suite 102
Portland, OR 97239

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

200628453



\$36.00

12/12/2006 02:26:08 PM

PR-DECPR Cnt=1 Stn=2 ANITA
\$15.00 \$10.00 \$11.00

**DECLARATION OF ANNEXATION TO
THE GREENS AT SPRINGBROOK
(Greens at Springbrook No. 5)**

THIS DECLARATION OF ANNEXATION TO THE GREENS AT SPRINGBROOK is made as of this 23rd day of August, 2006, by D.R. Horton, Inc.-Portland, a Delaware corporation and The Greens at Springbrook, LLC, an Oregon limited liability company (collectively as the "Declarant").

RECITALS

WHEREAS, Declarant caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for the Greens at Springbrook recorded April 12, 2005, as Document #200507312 in the Records of Yamhill County, Oregon (the "Declaration"). Declarant also caused to be recorded that certain plat of The Greens of Springbrook recorded April 12, 2005, as Document #200507310 in the Records of Yamhill County, Oregon. **WHEREAS**, such Declaration established The Greens at Springbrook Homeowners Association (the "Association"). **WHEREAS**, Declarant also caused to be recorded that certain Declaration of Annexation to The Greens at Springbrook No. 2, as Document #200521210 in the Records of Yamhill County, Oregon. **WHEREAS**, Declarant also caused to be recorded that certain Declaration of Annexation to The Greens at Springbrook No. 3, as Document #200607788 in the Records of Yamhill County, Oregon. **WHEREAS**, Declarant also caused to be recorded that certain Declaration of Annexation to The Greens at Springbrook No. 4, as Document #200607782 in the Records of Yamhill County, Oregon. **WHEREAS**, Declarant also caused to be recorded that certain First Amendment to Declaration of Covenants, conditions and Restrictions for The Greens at Springbrook, as Document #200612073 in the Records of Yamhill County, Oregon. **WHEREAS**, Declarant also caused to be recorded that certain Second Amendment and Restatement to Declaration of Covenants, Conditions and Restrictions for The Greens at Springbrook, as Document #200614755.

WHEREAS, pursuant to Article 2 of the Declaration, Declarant wishes to annex The Greens at Springbrook No. 5 to the Declaration, as such Declaration has been or may be amended, and define the Association's obligations to the Additional Property (as such term is defined below).

NOW, THEREFORE, Declarant hereby declares as follows:

1. **PROPERTY ANNEXED.** Declarant hereby declares that all the property described below (the "Additional Property") shall be annexed to the Declaration as Property (as such term is defined in the Declaration) and that such property is held and shall be held, conveyed,

FATED

hypothecated, encumbered, used, occupied and improved subject to the Declaration to the same extent as if originally included in the Declaration, as such Declaration has been or may be amended:

All that certain, real property located in Yamhill County, Oregon, in that certain Plat entitled "The Greens at Springbrook No. 5" filed in the Plat Records of Yamhill County, Oregon, recorded concurrently herewith.

2. **LAND CLASSIFICATIONS.** Unless specified in this Declaration of Annexation, uses, treatment, and maintenance of subject Land Classifications shall be handled the same as the original Declaration. All of the land within the Additional Property is included in one or another of the following classifications:

- (a) "Lot", which shall consist of Lots 182 – 193 of the Plat of the Additional Property;
- (b) "Public Area", which shall consist of the streets and public rights-of-way as shown on the Plat of the Additional Property.
- (c) "Common Area", which shall consist of Tract K.
- (d) "Sanitary Sewer Easement", to the City of Newberg, over the south side of Lot 192.

3. **AMENDMENT TO DECLARATION.** Article 4, 4.13, Fences and Hedges, sets forth "No perimeter fencing shall be allowed on any Lot abutting any golf course green or fairway including, but not limited to, Lots 49-52 of the Plat." Such language shall now include the newly annexed Lots 183 – 193.

4. **ASSOCIATION'S OBLIGATIONS UPON ADDITIONAL PROPERTY.** All of the Additional Property is subject to the notes and easements set forth on the Plat entitled "The Greens at Springbrook No. 5", filed in the Plat Records of Yamhill County, Oregon (the "Plat"), recorded concurrently herewith and incorporated herein by reference.

Except as otherwise provided, the Association shall own and pay for any maintenance, upkeep and replacement of any Declarant installed improvements within the boundaries of Common Area Tract K located within the Additional Property, as more particularly set forth on the plat.

4. **EFFECT OF ANNEXATION.** Except as expressly amended hereby, and by any previously recorded amendments, if any, the Declaration shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

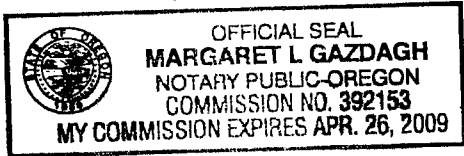
IN WITNESS WHEREOF, Declarant has executed this Declaration of Annexation to The Greens at Springbrook (The Greens at Springbrook No. 5) as of the date first above written.

DECLARANT:

By: [Signature]
Mike Loomis, Vice President Land Development
D.R. Horton, Inc. - Portland

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on this 23rd day of August, 2006, by Mike Loomis as Vice President of Land Development for D.R. Horton, Inc. - Portland, a Delaware corporation.



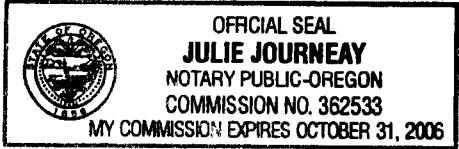
[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: April 26, 2009

DECLARANT:

By: [Signature]
Jeffrey D. Smith, President
The Greens at Springbrook, LLC

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on this 23rd day of August, 2006, by Jeffrey D. Smith as President for The Greens at Springbrook, LLC, an Oregon limited liability company.



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: October 31, 2006

AFTER RECORDING, RETURN TO:
Margaret Gazdagh
D.R. Horton, Inc.-Portland
4386 SW Macadam Avenue, Suite 102
Portland, OR 97239

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

200628457



\$41.00

PR-DECPR Cnt=1 Stn=2 ANITA
\$20.00 \$10.00 \$11.00

12/12/2006 02:26:08 PM

**DECLARATION OF ANNEXATION TO
THE GREENS AT SPRINGBROOK
(Greens at Springbrook No. 6)**

THIS DECLARATION OF ANNEXATION TO THE GREENS AT SPRINGBROOK
is made as of this 23rd day of August, 2006, by D.R. Horton, Inc.-Portland, a
Delaware corporation and The Greens at Springbrook, LLC, an Oregon limited liability company
(collectively as the "Declarant").

RECITALS

WHEREAS, Declarant caused to be recorded that certain Declaration of Covenants,
Conditions and Restrictions for the Greens at Springbrook recorded April 12, 2005, as Document
#200507312 in the Records of Yamhill County, Oregon (the "Declaration"). Declarant also caused
to be recorded that certain plat of The Greens of Springbrook recorded April 12, 2005, as
Document #200507310 in the Records of Yamhill County, Oregon. **WHEREAS**, such Declaration
established The Greens at Springbrook Homeowners Association (the "Association"). **WHEREAS**,
Declarant also caused to be recorded that certain Declaration of Annexation to The Greens at
Springbrook No. 2, as Document #200521210 in the Records of Yamhill County, Oregon.
WHEREAS, Declarant also caused to be recorded that certain Declaration of Annexation to The
Greens at Springbrook No. 3, as Document #200607788 in the Records of Yamhill County,
Oregon. **WHEREAS**, Declarant also caused to be recorded that certain Declaration of Annexation
to The Greens at Springbrook No. 4, as Document #200607782 in the Records of Yamhill County,
Oregon. **WHEREAS**, Declarant also caused to be recorded that certain First Amendment to
Declaration of Covenants, conditions and Restrictions for The Greens at Springbrook, as
Document #200612073 in the Records of Yamhill County, Oregon. **WHEREAS**, Declarant also
caused to be recorded that certain Second Amendment and Restatement to Declaration of
Covenants, Conditions and Restrictions for The Greens at Springbrook, as Document #200614755.
WHEREAS, Declarant also caused to be recorded that certain Declaration of Annexation to The
Greens at Springbrook No. 5, as Document # 200628453 in the Records of Yamhill County,
Oregon.

WHEREAS, pursuant to Article 2 of the Declaration, Declarant wishes to annex The Greens at
Springbrook No. 6 to the Declaration, as such Declaration has been or may be amended, and define
the Association's obligations to the Additional Property (as such term is defined below).

NOW, THEREFORE, Declarant hereby declares as follows:

FATZD

1. **PROPERTY ANNEXED.** Declarant hereby declares that all the property described below (the "Additional Property") shall be annexed to the Declaration as Property (as such term is defined in the Declaration) and that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the Declaration to the same extent as if originally included in the Declaration, as such Declaration has been or may be amended:

All that certain, real property located in Yamhill County, Oregon, in that certain Plat entitled "The Greens at Springbrook No. 6" filed in the Plat Records of Yamhill County, Oregon, recorded concurrently herewith.

2. **LAND CLASSIFICATIONS.** Unless specified in this Declaration of Annexation, uses, treatment, and maintenance of subject Land Classifications shall be handled the same as the original Declaration. All of the land within the Additional Property is included in one or another of the following classifications:

- (a) "Lot", which shall consist of Lots 194 – 244 of the Plat of the Additional Property;
- (b) "Public Area", which shall consist of the streets and public rights-of-way as shown on the Plat of the Additional Property.
- (c) "Public Access Easement" and "Utility Easement", across the northeast corner of Lot 201.

3. **AMENDMENT TO DECLARATION.** Article 4, 4.13, Fences and Hedges, sets forth "No perimeter fencing shall be allowed on any Lot abutting any golf course green or fairway including, but not limited to, Lots 49-52 of the Plat." Such language shall now include the newly annexed Lots 194 – 208, 213 – 218, and 220 – 221. Lots 209 – 212 are allowed perimeter fencing with the exception of the side yard of Lot 212 which abuts the golf course. Lot 212 may submit for ARC approval for black aluminum or steel fencing (similar to the fence along the front of the community,) not to exceed four feet (4') in height, or vegetative screening.

4. **ASSOCIATION'S OBLIGATIONS UPON ADDITIONAL PROPERTY.** All of the Additional Property is subject to the notes and easements set forth on the Plat entitled "The Greens at Springbrook No. 6", filed in the Plat Records of Yamhill County, Oregon (the "Plat"), recorded concurrently herewith and incorporated herein by reference.

Except as otherwise provided, the Association shall own and pay for any maintenance, upkeep and replacement of any Declarant installed improvements within the boundaries of Common Area Tract K located within the Additional Property, as more particularly set forth on the plat.

Except as otherwise provided, the Association shall own and pay for any maintenance, upkeep and replacement of any Declarant installed improvements in the planter strip area located between Lots 200 and 201.

5. **HOMEOWNER'S OBLIGATIONS UPON ADDITION PROPERTY.** Except as otherwise provided, the Homeowner, and all successors or assigns, of Lot 194 shall provide maintenance, irrigation, upkeep and replacement of any Declarant installed improvements in the

planter strip area located between and east of Lots 63 and 194; Homeowner, and all successors or assigns, of Lot 244 shall provide maintenance, irrigation, upkeep and replacement of any Declarant installed improvements in the planter strip area located between west of Lots 243 and 244; and Homeowner, and all successors or assigns, of Lot 211 shall provide maintenance, irrigation, upkeep and replacement of any Declarant installed improvements in the planter strip area located between and west of Lots 193 and 211.

Except as other wise provided, the Homeowner, and all successors or assigns, of Lot 201 shall provide maintenance, irrigation, upkeep and replacement of any Declarant installed improvements located on the northeast corner of said Lot.

6. **EFFECT OF ANNEXATION.** Except as expressly amended hereby, and by any previously recorded amendments, if any, the Declaration shall remain unchanged and in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

AFTER RECORDING, RETURN TO:
Margaret Gazdag
D.R. Horton, Inc.-Portland
4386 SW Macadam Avenue, Suite 102
Portland, OR 97239

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

200714608



\$41.00

PR-DECPR Cnt=1 Stn=2 ANITA
\$20.00 \$10.00 \$11.00

07/03/2007 09:47:24 AM

**DECLARATION OF ANNEXATION TO
THE GREENS AT SPRINGBROOK
(Greens at Springbrook No. 7)**

THIS DECLARATION OF ANNEXATION TO THE GREENS AT SPRINGBROOK is made as of this 18th day of June, 2007, by D.R. Horton, Inc.-Portland, a Delaware corporation and The Greens at Springbrook, LLC, an Oregon limited liability company (collectively as the "Declarant").

RECITALS

WHEREAS, Declarant caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for the Greens at Springbrook recorded April 12, 2005, as Document #200507312 in the Records of Yamhill County, Oregon (the "Declaration"). Declarant also caused to be recorded that certain plat of The Greens of Springbrook recorded April 12, 2005, as Document #200507310 in the Records of Yamhill County, Oregon. **WHEREAS**, such Declaration established The Greens at Springbrook Homeowners Association (the "Association"). **WHEREAS**, Declarant also caused to be recorded that certain Declaration of Annexation to The Greens at Springbrook No. 2, as Document #200521210 in the Records of Yamhill County, Oregon. **WHEREAS**, Declarant also caused to be recorded that certain Declaration of Annexation to The Greens at Springbrook No. 3, as Document #200607788 in the Records of Yamhill County, Oregon. **WHEREAS**, Declarant also caused to be recorded that certain Declaration of Annexation to The Greens at Springbrook No. 4, as Document #200607782 in the Records of Yamhill County, Oregon. **WHEREAS**, Declarant also caused to be recorded that certain First Amendment to Declaration of Covenants, conditions and Restrictions for The Greens at Springbrook, as Document #200612073 in the Records of Yamhill County, Oregon. **WHEREAS**, Declarant also caused to be recorded that certain Second Amendment and Restatement to Declaration of Covenants, Conditions and Restrictions for The Greens at Springbrook, as Document #200614755. **WHEREAS**, Declarant also caused to be recorded that certain Declaration of Annexation to The Greens at Springbrook No. 5, as Document #200628456 in the Records of Yamhill County, Oregon. **WHEREAS**, Declarant also caused to be recorded that certain Declaration of Annexation to The Greens at Springbrook No. 6, as Document # _____ in the Records of Yamhill County, Oregon.

WHEREAS, pursuant to Article 2 of the Declaration, Declarant wishes to annex The Greens at Springbrook No. 7 to the Declaration, as such Declaration has been or may be amended, and define the Association's obligations to the Additional Property (as such term is defined below).

NOW, THEREFORE, Declarant hereby declares as follows:

FIRST AMERICAN TITLE

1. **PROPERTY ANNEXED.** Declarant hereby declares that all the property described below (the “Additional Property”) shall be annexed to the Declaration as Property (as such term is defined in the Declaration) and that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the Declaration to the same extent as if originally included in the Declaration, as such Declaration has been or may be amended:

All that certain, real property located in Yamhill County, Oregon, in that certain Plat entitled “The Greens at Springbrook No. 7” filed in the Plat Records of Yamhill County, Oregon, recorded concurrently herewith.

2. **LAND CLASSIFICATIONS.** Unless specified in this Declaration of Annexation, uses, treatment, and maintenance of subject Land Classifications shall be handled the same as the original Declaration. All of the land within the Additional Property is included in one or another of the following classifications:

- (a) “Lot”, which shall consist of Lots 245 – 295 of the Plat of the Additional Property;
- (b) “Public Area”, which shall consist of the streets and public rights-of-way as shown on the Plat of the Additional Property.
- (c) “Common Area”, which shall consist of Tract “M”.
- (d) “Tract L”, which shall be owned and maintained by Chehalem Parks and Recreation District.
- (e) “Golf Course Easement”, to the Chehalem Parks and Recreation District per Instrument No. ²⁰⁰⁷ 09517, which is located across the back yards of Lots 275, 276, and 278 as shown on the plat. Said easement shall be for the exclusive use of CPRD and no private facilities and/or private uses may encroach into this easement without written consent of CPRD.
- (f) “Public Water Line Easement” which is located across the back yards of Lots 278 – 295 per Instrument No. 200213432.
- (g) “Gas Pipeline Easement” which is located across the back yards of Lots 278 – 295 per Instrument No. 200225412.

3. **AMENDMENT TO DECLARATION.** Article 4, 4.13, Fences and Hedges, sets forth “No perimeter fencing shall be allowed on any Lot abutting any golf course green or fairway including, but not limited to, Lots 49-52 of the Plat.” Such language shall now include the newly annexed Lots 275 – 278.

4. **ASSOCIATION’S OBLIGATIONS UPON ADDITIONAL PROPERTY.** All of the Additional Property is subject to the notes and easements set forth on the Plat entitled “The Greens at Springbrook No. 7”, filed in the Plat Records of Yamhill County, Oregon (the “Plat”), recorded concurrently herewith and incorporated herein by reference.

Except as otherwise provided, the Association shall own and pay for any maintenance, upkeep and replacement of any Declarant installed improvements within the boundaries of

Common Area Tract "M" located within the Additional Property, as more particularly set forth on the plat.

5. **HOMEOWNER'S OBLIGATIONS UPON ADDITION PROPERTY.** Except as otherwise provided, there shall be no private facilities and/or private use encroachment into the Golf Course Easement to the Chehalem Parks and Recreation District across the backs of Lots 275, 276 and 278 as shown on the plat, including fencing per the Second Amendment and Restatement to Declaration of Covenants, Conditions and Restrictions for the Greens at Springbrook, document No. 200614755.

Except as otherwise provided, there shall be no impairment or interference with the use and maintenance of utilities located in the 20' public water line easement across the back of Lots 278 through 295.

Except as otherwise provided, Lots 248 – 261 are subject to a private storm drainage easement, benefiting said Lots and Lot 262; Lots 265 – 269 are subject to a private storm drainage easement, benefiting said Lots and Lot 270; Lots 272 – 274 are subject to a private storm drainage easement, benefiting said Lots and Lot 271.

All private storm drainage easements are more particularly set forth on the Plat. All lots subject to the private storm drainage easement shall be maintained by the Declarant, Its Successors or Assigns including, but not limited to, subsequent Owners (as such term is defined in the Declaration), pursuant to the Declaration.

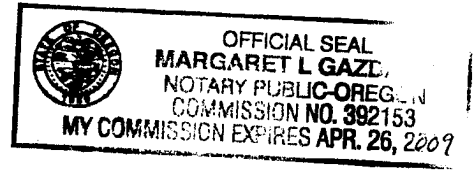
6. **EFFECT OF ANNEXATION.** Except as expressly amended hereby, and by any previously recorded amendments, if any, the Declaration shall remain unchanged and in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Declarant has executed this Declaration of Annexation to The Greens at Springbrook (The Greens at Springbrook No. 7) as of the date first above written.

DECLARANT:

By: [Signature]
Mike Loomis, Vice President Land Development
D.R. Horton, Inc. - Portland



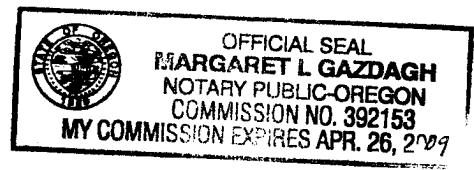
STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on this 18th day of June, 2007, by Mike Loomis as Vice President of Land Development for D.R. Horton, Inc. - Portland, a Delaware corporation.

Margaret L. Gazdag
NOTARY PUBLIC FOR OREGON
My Commission Expires: April 26, 2009

~~DECLARANT:~~

By: [Signature]
Jeffrey D. Smith, President
The Greens at Springbrook, LLC



STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on this 18th day of June, 2007, by Jeffrey D. Smith as President for The Greens at Springbrook, LLC, an Oregon limited liability company.

Margaret L. Gazdag
NOTARY PUBLIC FOR OREGON
My Commission Expires: April 26, 2009

Altos Market Report



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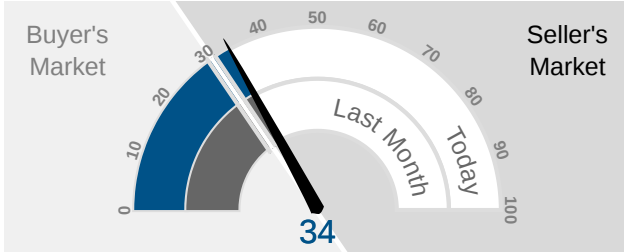
First American Title[™]

NEWBERG, OR 97132
Single-Family Homes

This week the median list price for Newberg, OR 97132 is \$670,000 with the market action index hovering around 34. This is about the same as last month's market action index of 34. Inventory has decreased to 71.

MARKET ACTION INDEX

This answers "How's the Market?" by comparing rate of sales versus inventory.



Slight Seller's Advantage

REAL-TIME MARKET PROFILE

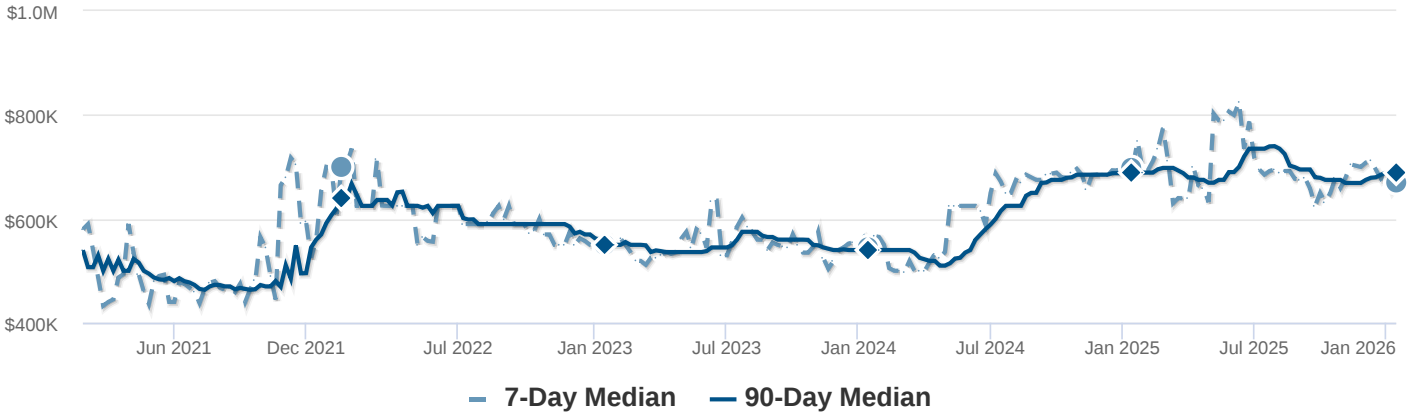
Median List Price	\$670,000
Median Price of New Listings	\$585,000
Per Square Foot	\$333
Average Days on Market	143
Median Days on Market	98
Price Decreased	28%
Price Increased	1%
Relisted	10%
Inventory	71
Median Rent	\$2,445
Market Action	34

Slight Seller's Advantage

MARKET NARRATIVE

The market remains in a relative stasis in terms of sales to inventory. Prices have not been moving higher for several weeks. However, inventory is sufficiently low to keep us in the Seller's Market zone so watch changes in the MAI. If the market heats up persistently, prices are likely to resume an upward climb.

MEDIAN LIST PRICE



MARKET SEGMENTS

Each segment below represents approximately 25% of the market ordered by price.

Median Price	Sq. Ft.	Lot Size	Beds	Bath	Age	New	Absorbed	DOM
\$1,853,750	4,037	5 - 10 acres	4	3.5	27	0	0	217
\$777,977	2,510	1 - 2.5 acres	4	2.5	35	1	1	77
\$599,005	1,897	4,500 - 6,500 sqft	3	2.5	15	0	1	77
\$465,000	1,524	4,500 - 6,500 sqft	3	2.5	13	1	2	91

Thu Jan 22 2026

Demographics

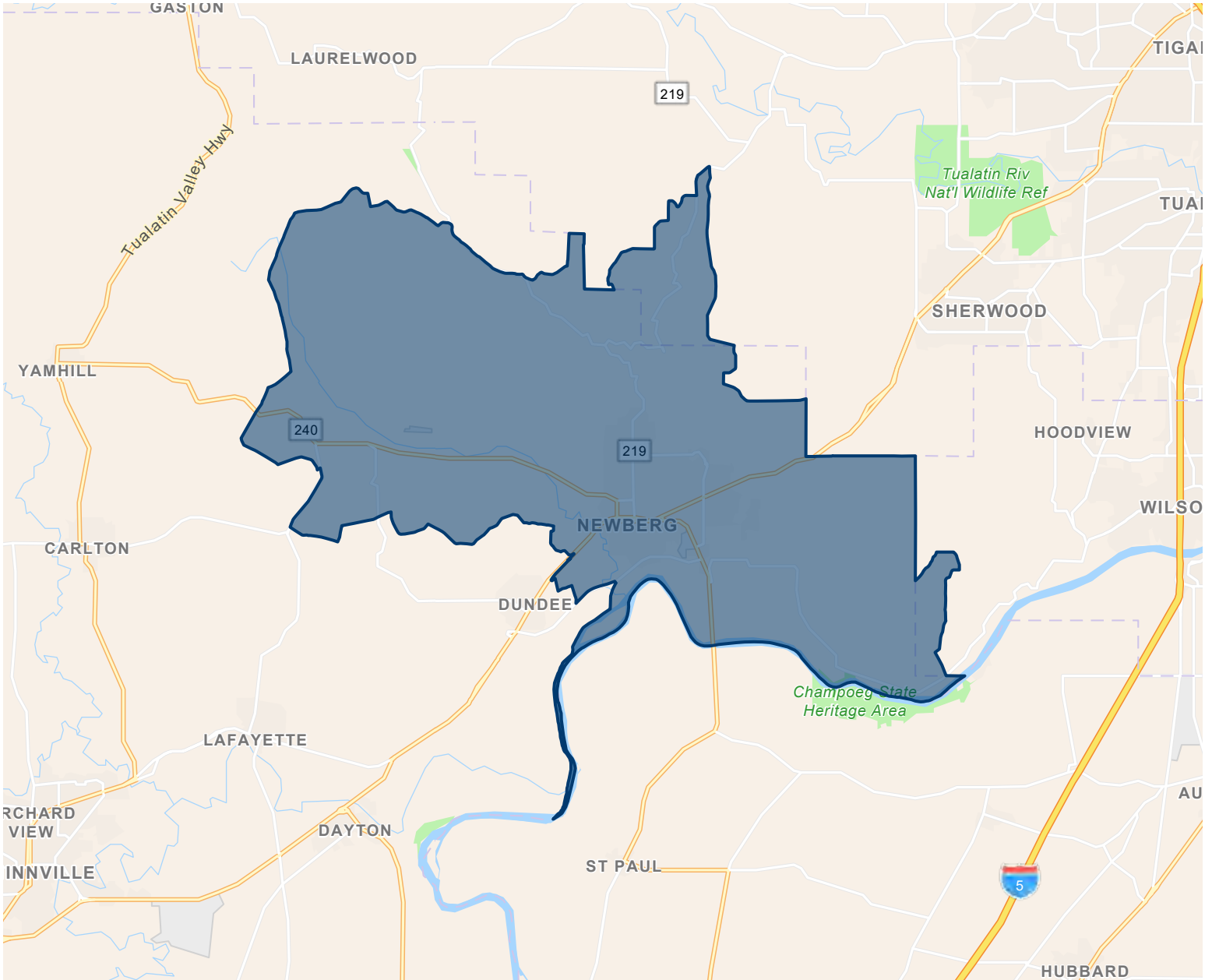


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First American Title[™]



Key Facts



32,697

Total Population



11,848

Total Households



2.64

Average Household Size



87,197

Median Household Income



184,496

Median Net Worth

Transportation To Work



0.3%

Took Public Transportation



9.7%

Carpooled



7.2%

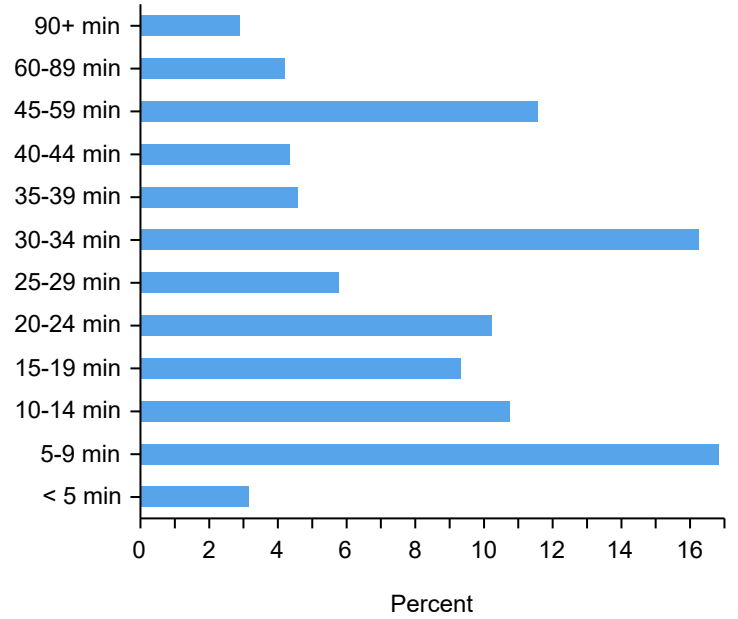
Walked to Work



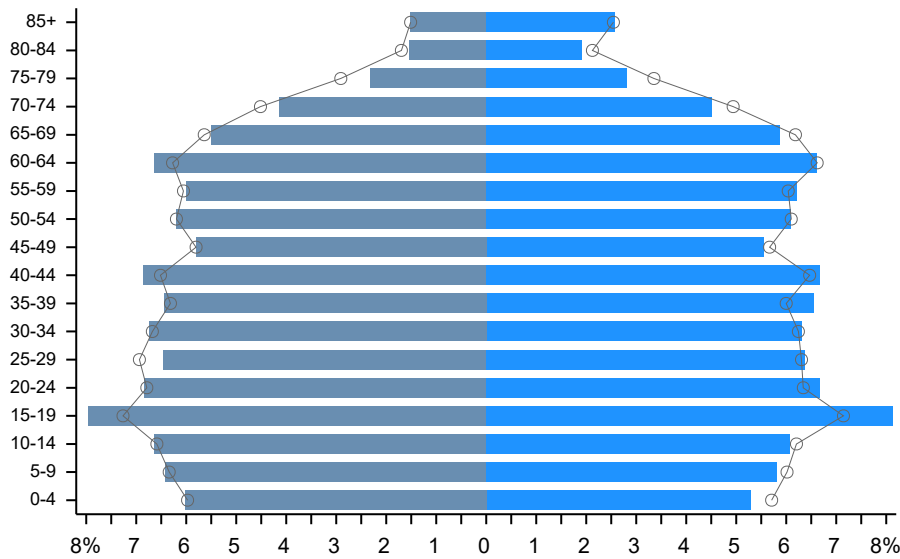
1.4%

Bike to Work

Average Travel Time To Work



Age Pyramid



The largest group:

2023 Females Age 15-19

The smallest group:

2023 Males Age 85+

Dots show comparison to

Yamhill County

Households by income

The largest group: \$100,000 - \$149,999 (24.3%)

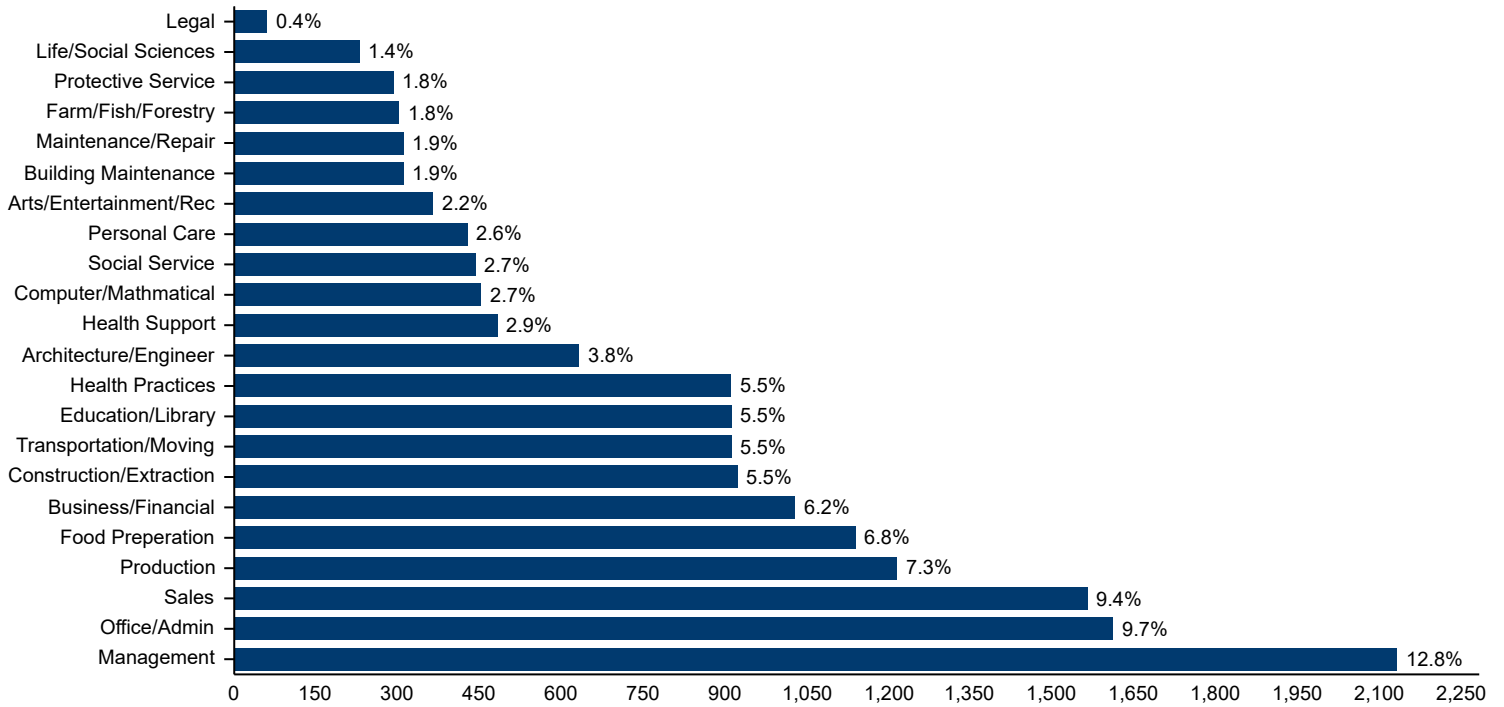
The smallest group: \$25,000 - \$34,999 (4.0%)

Indicator ▲	Value	Diff
<\$15,000	6.2%	-1.3%
\$15,000 - \$24,999	5.7%	-2.1%
\$25,000 - \$34,999	4.0%	-0.6%
\$35,000 - \$49,999	7.5%	-0.8%
\$50,000 - \$74,999	16.6%	-2.2%
\$75,000 - \$99,999	17.7%	+2.4%
\$100,000 - \$149,999	24.3%	+2.6%
\$150,000 - \$199,999	8.8%	0
\$200,000+	9.2%	+2.0%

Bars show deviation from

Yamhill County

Employment By Industry



Pets



46%

Household Owns a Dog



25%

Household Owns a Cat



\$11,006,532

Annual Pet Spending

Education



7%

No High School Diploma



19%

High School Graduate



33%

Some College



41%

Bachelor's/Grad/Prof Degree

Annual Household Spending



\$2,249

Apparel & Services



\$3,828

Eating Out



\$6,937

Groceries



\$7,715

Health Care

School Report

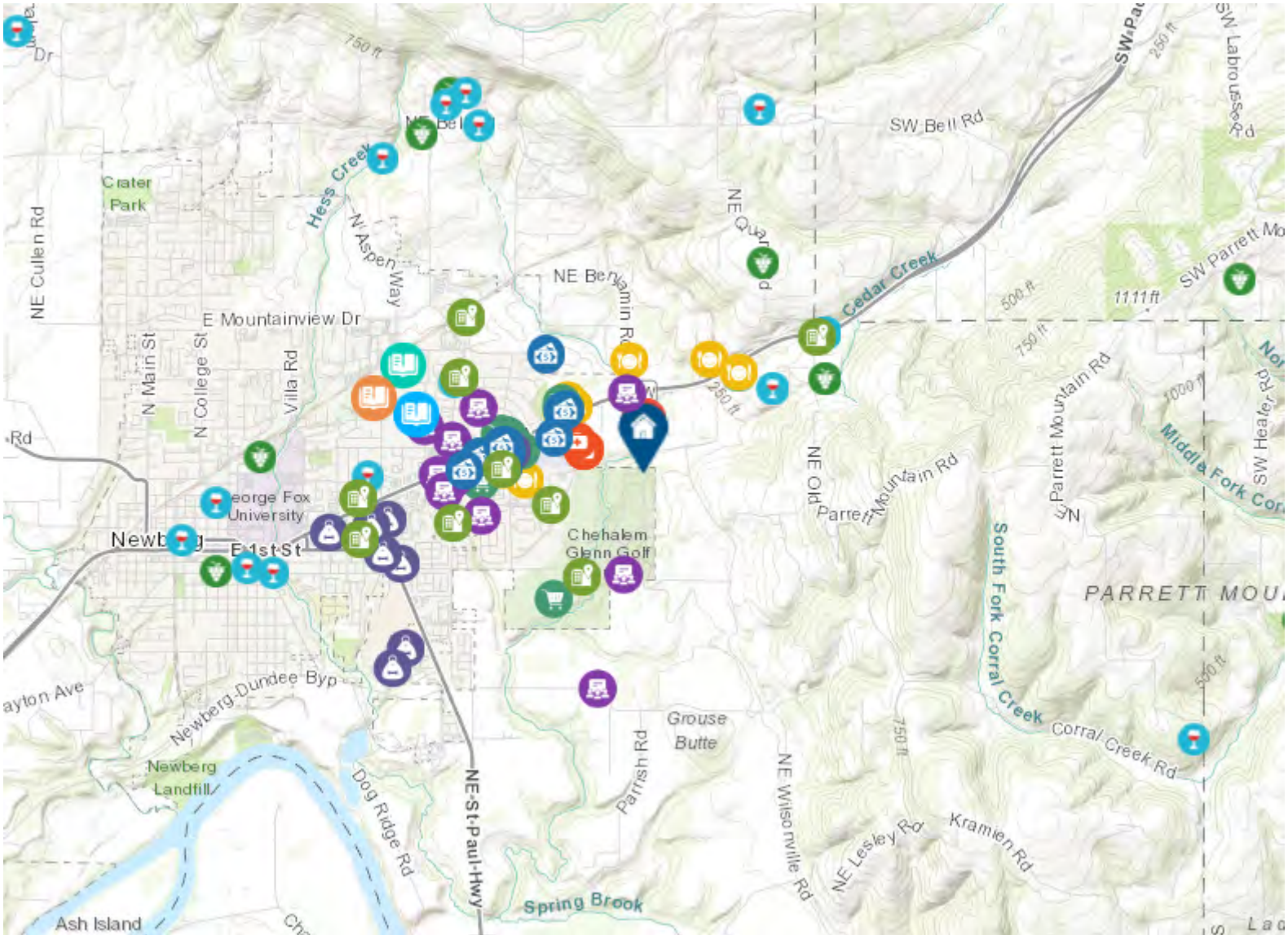


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First American Title[™]



Newberg School District 29j


Elementary School

	Mabel Rush Elementary School	1441 Deborah Road Newberg, OR 97132	1.20 miles
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Middle School

	Mountain View Middle School	2015 North Emery Drive Newberg, OR 97132	1.34 miles
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High School

	Newberg Senior High School	2400 Douglas Avenue Newberg, OR 97132	1.43 miles
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Public Schools

Private Schools *within 5 miles

Chehalem Academy	P.O. Box 636 Newberg, OR 97132	0.43 miles
Ambleside of Willamette Valley	600 East 3rd Street Newberg, OR 97132	2.34 miles
Cs Lewis Academy	PO BOX 3250 Newberg, OR 97132	2.46 miles
Veritas School	26288 Northeast Bell Road Newberg, OR 97132	2.57 miles
Country Faith Christian Academy	26155 NE Bell Rd Newberg, OR 97132	2.73 miles



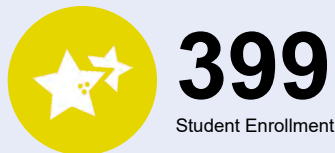
OREGON AT-A-GLANCE SCHOOL PROFILE

Mabel Rush Elementary School

PRINCIPAL: Tim Lauer | GRADES: K-5 | 1441 Deborah Rd, Newberg 97132 | 503-554-4450

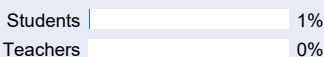


Students We Serve

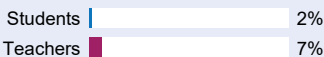


DEMOGRAPHICS

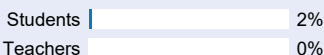
American Indian/Alaska Native



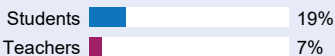
Asian



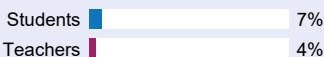
Black/African American



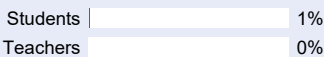
Hispanic/Latino



Multiracial



Native Hawaiian/Pacific Islander



White



11%

Ever English Learners



11

Languages Spoken

19%

Students with Disabilities

90%

Required Childhood Vaccinations

39%

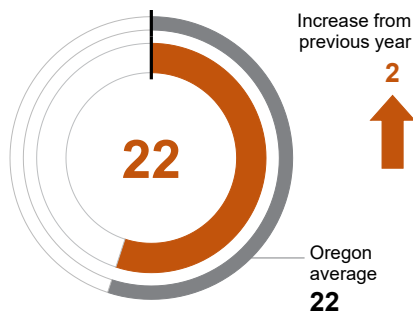
Free/Reduced Price Lunch

*<10 students or data unavailable

School Environment

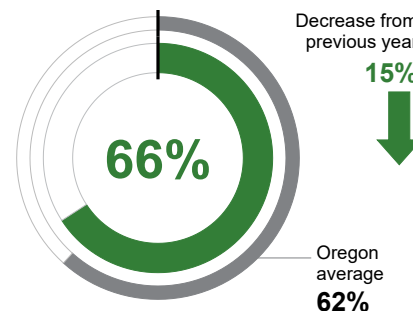
CLASS SIZE

Median class size.



REGULAR ATTENDERS

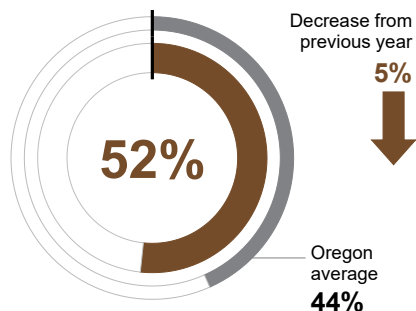
Students who attended more than 90% of their enrolled school days.



Academic Success

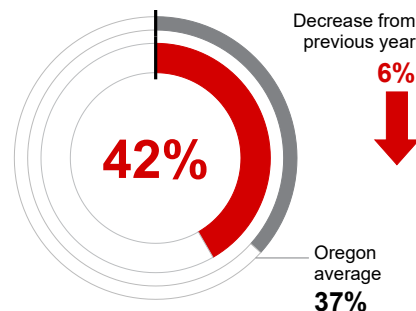
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



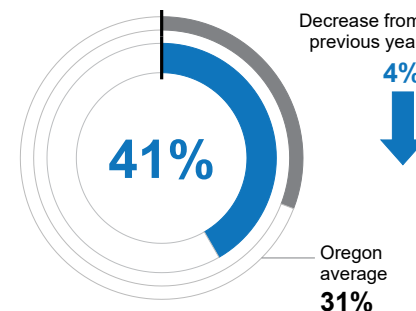
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



School Goals

Mabel Rush continues implementing the Response to Intervention Program or R.T.I. during the 2023-2024 school year. The program reviews core instructional programs and works with staff to design intervention programs for students needing additional support. We continue to utilize a full-time reading specialist to assist with identifying and supporting students who would benefit from additional support.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2027. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

We provide multiple means of communicating with parents both through the classroom and in the main office to help keep families up to date on school events. Student safety is our highest priority, so we maintain a closed campus, requiring all visitors to register through the main office. In addition, visitors are required to register through our Raptor system and carry identification while on school property.



OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Mabel Rush Elementary School



2022-23

Outcomes

Our Staff (rounded FTE)



25

Teachers



10

Educational assistants



1

Counselors/
Psychologists/
Social Workers



93%

Average teacher retention rate over the past three years



77%

% of licensed teachers with more than 3 years of experience



Yes

Same principal in the last 3 years

REGULAR ATTENDERS

American Indian/Alaska Native	<10 students or data unavailable
Asian	<10 students or data unavailable
Black/African American	<10 students or data unavailable
Hispanic/Latino	54%
Multiracial	77%
Native Hawaiian/Pacific Islander	<10 students or data unavailable
White	68%
Free/Reduced Price Lunch	56%
Ever English Learner	59%
Students with Disabilities	63%
Migrant	<10 students or data unavailable
Homeless	39%
Students in Foster Care	<10 students or data unavailable
Military Connected	<10 students or data unavailable
Talented and Gifted	<10 students or data unavailable
Female	62%
Male	70%
Non-Binary	<10 students or data unavailable

ENGLISH LANGUAGE ARTS

<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
29%
<10 students or data unavailable
<10 students or data unavailable
60%
38%
30%
28%
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
51%
52%
<10 students or data unavailable

MATHEMATICS

<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
18%
<10 students or data unavailable
<10 students or data unavailable
50%
24%
26%
33%
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
33%
49%
<10 students or data unavailable

About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

Our school has outlined clear bullying, harassment, and safety policies to ensure our students have a learning environment conducive to learning. Our school staff is consistent with our implementation of building-wide PAX procedures and Zones of Regulation. We utilize a preventive anti-bullying program taught by our school counselors and reinforced by staff throughout the building. We encourage all reports of bullying to be brought to the attention of school staff immediately. Our school also participates in the SAFE Oregon program, which allows anonymous bullying tips to be reported through the SAFE Oregon network.

EXTRACURRICULAR ACTIVITIES

- Outdoor School - 5 grade
- Assemblies and field trips at all grades
- Robotics and STEAM Activities
- Music Clubs
- Talented and Gifted Support for Students
- Community classes in partnership with CPRD (Chehalem Valley Parks and Recreation District)
- Newberg Public Library
- Athletics through youth sports organizations
- 5th-grade track meet
- Coding Classes
- Oregon Battle of the Books
- Kiwanis Kids Club

PARENT ENGAGEMENT

- Our school strives to engage all of our parents. We provide language support for parents for whom English is their second language. Information is distributed through various methods, including phone calls, newsletters, and email correspondence, to help ensure all families are aware of school happenings and events.
- Monthly Parent Coffee Meetings
 - Open House
 - Partners in Education (parent group monthly meetings)
 - Fitness nights
 - Bi-Monthly School Newsletters
 - School Facebook and Instagram
 - SITE Council

COMMUNITY ENGAGEMENT

- Our school partners with community members to provide enriching opportunities for our students. We have worked closely with community partners to offer the following.
- Lutheran Family Services Counseling
 - CARE program with Chehalem Valley Parks and Recreation District
 - Newberg Public Library
 - Holiday Bazaar
 - Family Activity Nights
 - George Fox Student Teachers
 - George Fox University Serve Day
 - George Fox University Math Nights
 - George Fox University Coding Classes



OREGON AT-A-GLANCE SCHOOL PROFILE

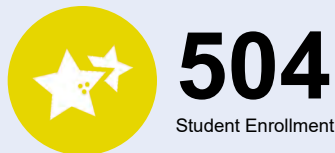
Mountain View Middle School



PRINCIPAL: Jennifer Bailey | GRADES: 6-8 | 2015 Emery Dr, Newberg 97132 | 503-554-4500

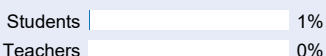
School Environment

Students We Serve

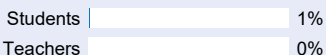


DEMOGRAPHICS

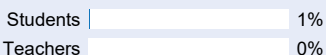
American Indian/Alaska Native



Asian



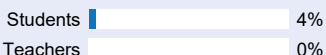
Black/African American



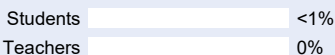
Hispanic/Latino



Multiracial



Native Hawaiian/Pacific Islander



White



22%

Ever English Learners



13

Languages Spoken

14%

Students with Disabilities

94%

Required Childhood Vaccinations

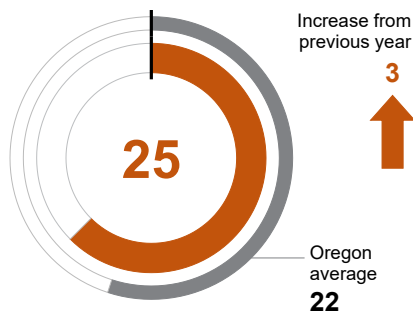
44%

Free/Reduced Price Lunch

*<10 students or data unavailable

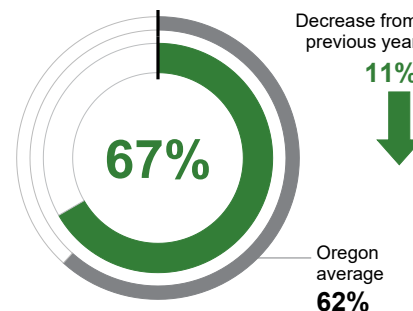
CLASS SIZE

Median class size.



REGULAR ATTENDERS

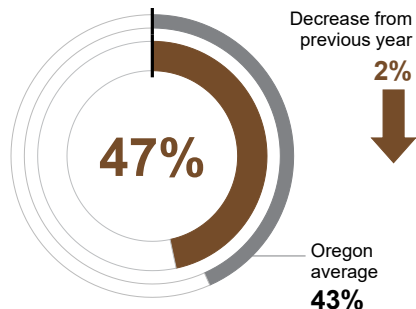
Students who attended more than 90% of their enrolled school days.



Academic Success

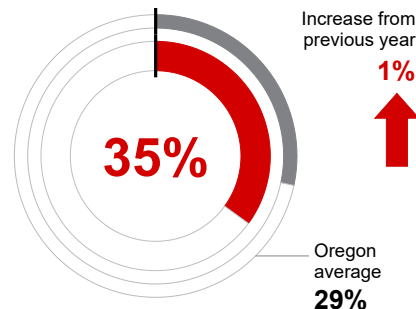
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



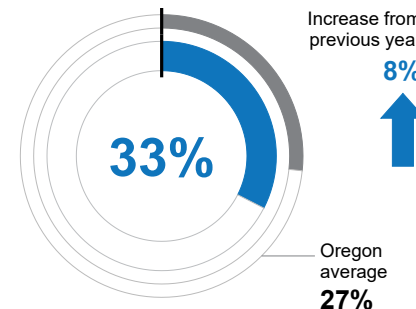
MATHEMATICS

Students meeting state grade-level expectations.



SCIENCE

Students meeting state grade-level expectations.



School Goals

MVMS has the vision that our students will be successful. All students will achieve their full potential as knowledgeable, self-assured citizens. Students will be at or above grade level in reading/math as measured by the district and state assessments. Students will identify a trusted adult as measured by surveys/Youth Truth. Decisions at MV will be made through collaborative partnerships with staff, students and community partners to promote a more culturally responsive, inclusive, and barrier free environment.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2027. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Our school strives to make each student, parent/guardian, staff, and community member welcome as they enter the building. Important information is sent home in both English and Spanish as we host the middle level Dual Language Program in our district. The district has policies prohibiting discrimination, harassment, intimidation, and bullying as well as procedures to address incidents. Our school's staff and student leadership teams work with administrators in the ongoing, school-wide work of awareness, respect, and inclusion.



OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Mountain View Middle School

2022-23

Outcomes

Our Staff (rounded FTE)



25

Teachers



5

Educational assistants



1

Counselors/
Psychologists/
Social Workers



82%

Average teacher retention rate over the past three years



63%

% of licensed teachers with more than 3 years of experience



No

Same principal in the last 3 years

REGULAR ATTENDERS

American Indian/Alaska Native	<10 students or data unavailable
Asian	<10 students or data unavailable
Black/African American	<10 students or data unavailable
Hispanic/Latino	68%
Multiracial	75%
Native Hawaiian/Pacific Islander	<10 students or data unavailable
White	66%
Free/Reduced Price Lunch	60%
Ever English Learner	73%
Students with Disabilities	64%
Migrant	75%
Homeless	42%
Students in Foster Care	<10 students or data unavailable
Military Connected	<10 students or data unavailable
Talented and Gifted	92%
Female	67%
Male	66%
Non-Binary	<10 students or data unavailable

ENGLISH LANGUAGE ARTS

<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
28%
62%
<10 students or data unavailable
55%
30%
25%
23%
18%
46%
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
87%
54%
40%
<10 students or data unavailable

MATHEMATICS

<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
17%
48%
<10 students or data unavailable
44%
20%
16%
23%
7%
18%
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
91%
31%
39%
<10 students or data unavailable

About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

To ensure a safe and secure environment, our district has designated protocols we review during the year in collaboration with our District and the Newberg Dundee Police Department. We work to ensure that every student has a trusted adult. We encourage students to speak up and report bullying to staff and administration directly and indirectly/SafeOregon.School-Wide Expectations are reviewed with staff and students in classrooms and school wide assemblies through PBIS and Discipline/Engagement, and Restorative Practices.

District policies regarding bullying, harassment and safety are available online at: <https://policy.osba.org/newberg/search.asp>

EXTRACURRICULAR ACTIVITIES

- STEM & 3-D Printing
- Beginning/Advanced Art
- Cooking
- Drama
- Intramurals
- Wildcat Pride/Leadership and Yearbook
- Beginning Band/Intermediate Band/Advanced Band
- After School Jazz Band
- Beginning/Advanced Strings
- Choir
- After School Homework Help Activity Program
- After School Chess Club
- Dual enrollment for students between middle school and high school

PARENT ENGAGEMENT

- MVMS Newberg Parent Group Monthly Meetings
- Individual Teacher Allocations
- Positive Behavior Intervention Support Incentives/Recognition
- Organization of a school-wide Mud Run in the Spring
- Volunteers for Band/Strings Play-a-thon activities
- Volunteers for Vision Screening
- Volunteers for All Middle School 8th Grade Dance
- Parent/Teacher Organization partnership for fundraising and support

COMMUNITY ENGAGEMENT

- Resource Room – donations and volunteers weekly to give students needed supplies, personal items, and food
- Newberg Christian Church – October Serve Day food donations, money donations, school grounds support.
- Grade Level Enrichment Speakers/Opportunities



OREGON AT-A-GLANCE SCHOOL PROFILE

Newberg Senior High School

PRINCIPAL: Tami Erion | GRADES: 9-12 | 2400 Douglas Rd, Newberg 97132 | 503-554-4400

Students We Serve

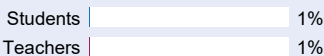


1,336

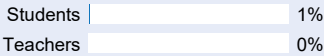
Student Enrollment

DEMOGRAPHICS

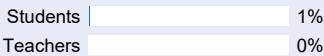
American Indian/Alaska Native



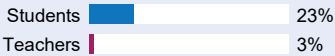
Asian



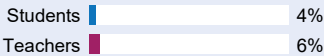
Black/African American



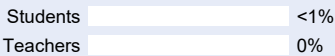
Hispanic/Latino



Multiracial



Native Hawaiian/Pacific Islander



White



17%

Ever English Learners



14

Languages Spoken

15%

Students with Disabilities

94%

Required Childhood Vaccinations

37%

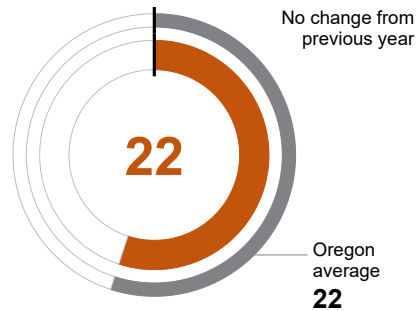
Free/Reduced Price Lunch

*<10 students or data unavailable

School Environment

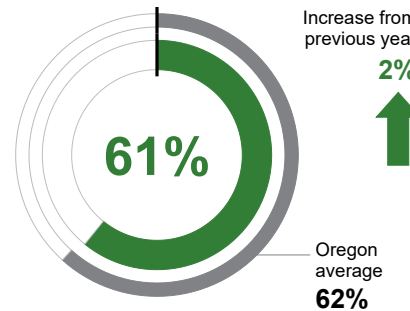
CLASS SIZE

Median size of classes in core subjects.



REGULAR ATTENDERS

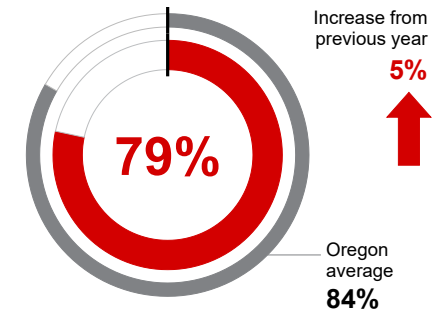
Students who attended more than 90% of their enrolled school days.



Academic Progress

ON-TRACK TO GRADUATE

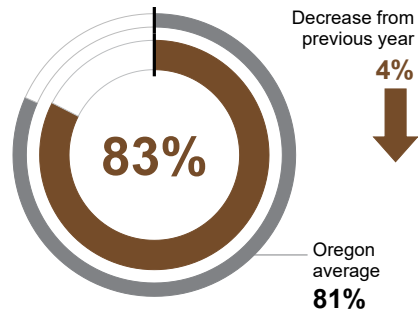
Students earning one-quarter of graduation credits in their 9th grade year.



Academic Success

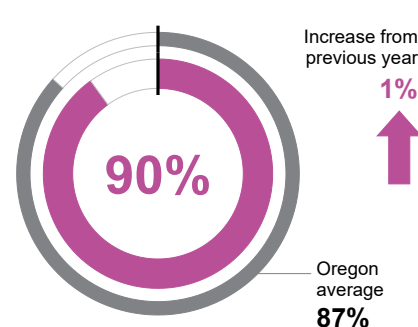
ON-TIME GRADUATION

Students earning a diploma within four years. Cohort includes students who were first-time ninth graders in 2018-19 graduating in 2021-22.



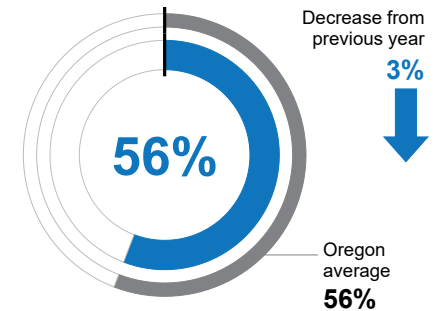
FIVE-YEAR COMPLETION

Students earning a high school diploma or GED within five years. Cohort includes students who were first-time ninth graders in 2017-18 finishing in 2021-22.



COLLEGE GOING

Students enrolling in a two or four year college within 16 months of completing high school in 2020-21. Data from the National Student Clearinghouse.



School Goals

Newberg High School strives to meet the academic and social/emotional needs of all students by focusing on a guaranteed and viable curriculum, equitable access to programs, community partnerships, and family outreach. Our school and district goals include increasing attendance and graduation rates, ensuring student access to robust Career & Technical Education coursework, and improving student performance in math and English coursework as measured by Oregon state assessments.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2027. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

Ensuring that students feel safe and welcoming at Newberg High School is paramount to our community. Our focus on a Culture of Care takes many forms and includes recognizing and rewarding students for academic and extracurricular achievements, training staff on early indicators of mental health concerns for students, and developing strategies as a staff to ensure that students have positive interactions with adults and strong connections with teachers in the classroom.



OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Newberg Senior High School

Outcomes

Our Staff (rounded FTE)



59

Teachers



9

Educational assistants



5

Counselors/
Psychologists/
Social Workers



90%

Average teacher retention rate over the past three years



86%

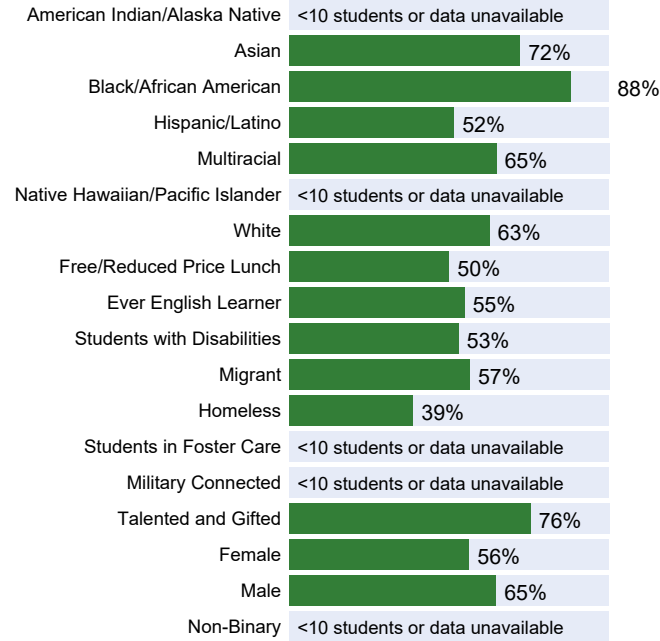
% of licensed teachers with more than 3 years of experience



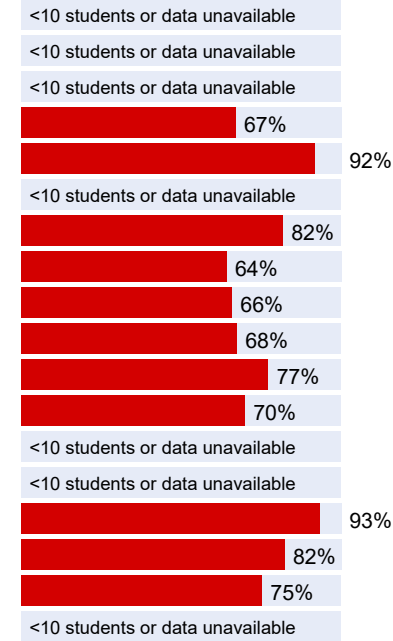
Yes

Same principal in the last 3 years

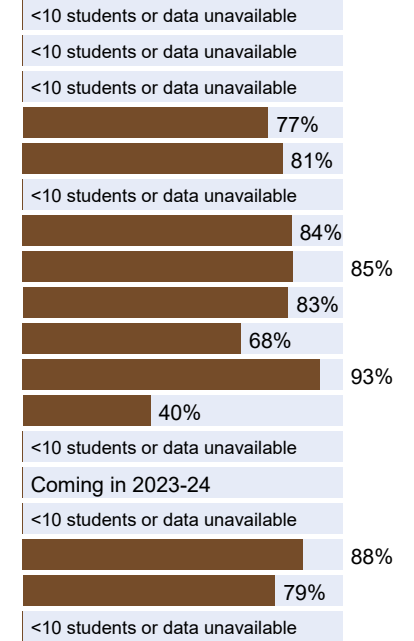
REGULAR ATTENDERS



ON-TRACK TO GRADUATE



ON-TIME GRADUATION



About Our School

ADVANCED COURSEWORK

Newberg High School is proud of the rich accelerated learning opportunities provided by our students. The following AP courses are available for students:

- AP US History
- AP European History
- AP Government & Politics
- AP English Language & Composition
- AP English Literature & Composition
- AP Chemistry
- AP Physics
- AP Statistics
- AP Calculus
- AP Spanish Literature & Culture
- AP Computer Science Principles
- AP Computer Science A
- AP Studio Art
- AP Music Theory

CAREER & TECHNICAL EDUCATION

Our Post Secondary Success Coordinator provides students with community connections for internships, work experience and community based projects. students also gain assistance researching high wage, high demand job information as well as opportunities for workforce training and education. Many of our CTE programs offer growing dual credit and Career Pathway opportunities for students. Areas include:

- Business & Marketing
- Health Services
- Child Development
- Construction Technology
- Culinary & Hospitality
- Horticulture
- Manufacturing, Robotics & Engineering
- Welding

EXTRACURRICULAR ACTIVITIES

- 20 OSAA Sports
- 6 OSAA Activities including Band, Choir & Cheer
- 26 Clubs, including:
- Art Club
- Close Up
- Creative Writing & Poetry
- GSA
- International Club
- Interact Club
- Key Club
- MEChA
- National Honor Society
- ProStart
- Robotics
- Thespians

PARENT & COMMUNITY ENGAGEMENT

Newberg High School engages our parents and community in a variety of ways, including Incoming Freshman Night, Tiger Con (Senior Project), School-to-Business partnerships and volunteer opportunities and projects to support students. As a result of our parent engagement, we have a fully stocked and continuously staff resource room for students, active parent and community members serving on our Building Site Council, and strong support from organizations such as the Newberg Rotary Clubs, the NHS Booster Club, A.R.E. Manufacturing and the Austin Family Foundation.

Business Report

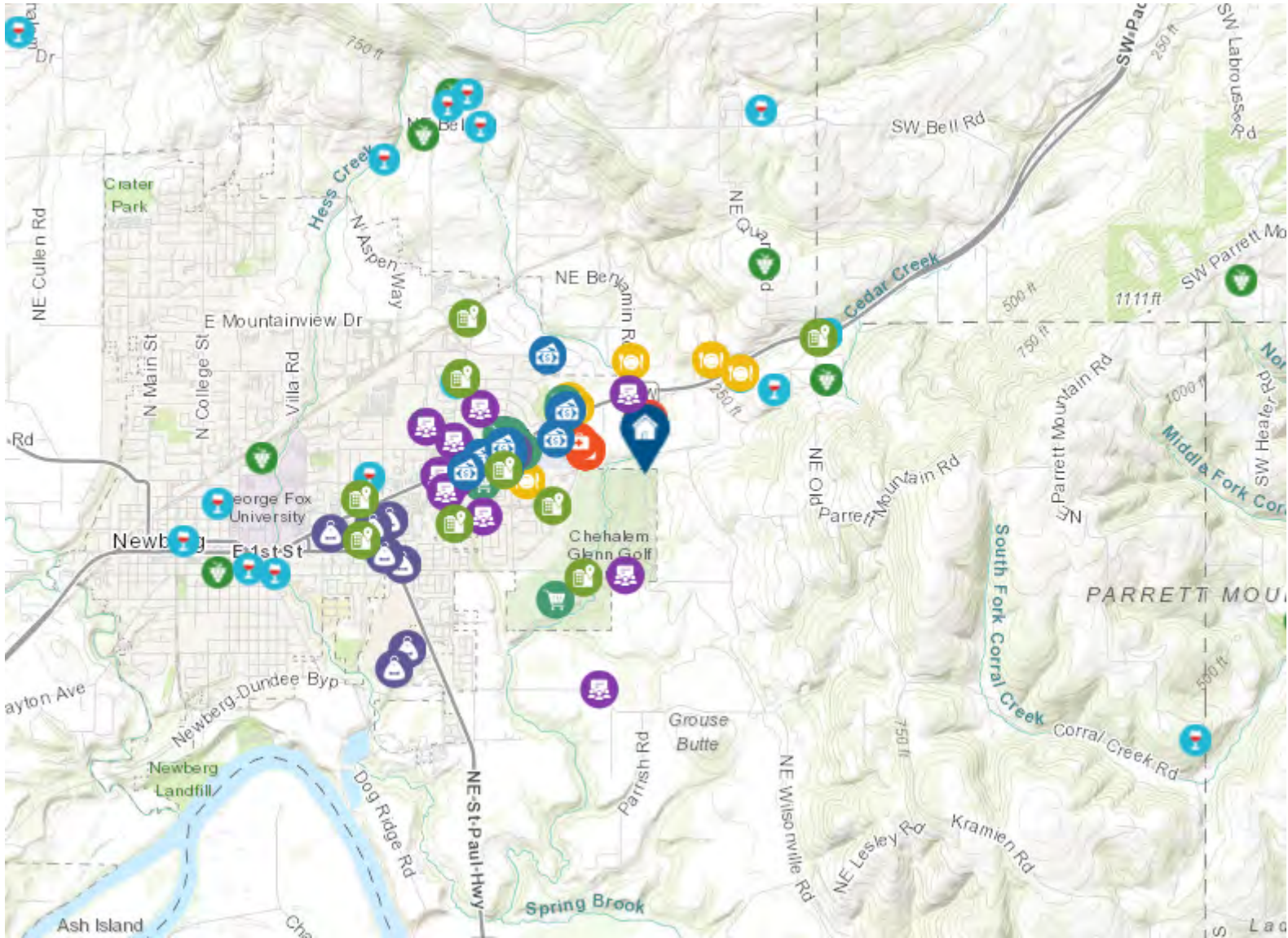


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 **Food**

 **Healthcare**

 **Public Agencies**

 **Shopping**

 **Community**

 **Pet Services**

 **Financial**



Restaurants

Starbucks	4215 E Crestview Dr Newberg, OR 97132	(971) 281-2191	0.48 miles
MOD Pizza	Address Unavailable	(971) 385-4139	0.50 miles
Jersey Mike's	Address Unavailable	(971) 281-8641	0.51 miles
Five Guys	4205 E Crestview Dr Newberg, OR 97132	(971) 264-2670	0.53 miles
Wolves & People Farmhouse Brewery	30203 NE Benjamin Rd Newberg, OR 97132	(971) 281-8497	0.56 miles
Argyle Winery Distribution	800 N Brutscher St Newberg, OR 97132	(971) 832-8395	0.61 miles
A To Z Wine Works	30835 N Highway 99W Newberg, OR 97132	(503) 538-0666	0.66 miles
Chehalem Winery	31190 NE Veritas Ln Newberg, OR 97132	(503) 538-4700	0.70 miles
From Russia With Love	3777 Portland Rd Newberg, OR 97132	(971) 832-8579	0.72 miles
Gusto Gastronomica Italiana	901 N Brutscher St Newberg, OR 97132	(503) 421-8133	0.72 miles



Stores

T-mobile Store	Address Unavailable	(971) 405-5519	0.52 miles
BedMart	4202 E Crestview Dr Newberg, OR 97132	(503) 546-3317	0.54 miles
Keith-Newberg Ford	3900 Portland Rd Newberg, OR 97132	(503) 538-2171	0.64 miles
Newberg Ford	3900 Portland Rd Newberg, OR 97132	(503) 538-2171	0.66 miles
Easy2Wash Newberg	3777 Portland Rd Newberg, OR 97132	(503) 538-9824	0.72 miles
Easy 2 Wash	3777 Portland Rd Newberg, OR 97132	(503) 369-9013	0.72 miles
Chevron Extra Mile	3745 Portland Rd Newberg, OR 97132	(503) 554-0818	0.74 miles
Chevron	3745 Portland Rd Newberg, OR 97132	(503) 554-0818	0.76 miles
Chehalem Glenn Golf Course	4501 E Fernwood Rd Newberg, OR 97132	(503) 538-5800	0.80 miles
Newberg Fred Meyer Center	3300 E Portland Rd Newberg, OR 97132		0.84 miles



Pets



Veeman Richard A DVM	3716 Portland Rd Newberg, OR 97132	(503) 538-8303	0.69 miles
Weber Mark E DVM	3716 Portland Rd Newberg, OR 97132	(503) 538-8303	0.69 miles
Newberg Veterinary Hospital	3716 Portland Rd Newberg, OR 97132	(503) 538-8303	0.69 miles
Newberg Fish Emergency Svcs	125 S Elliott Rd Newberg, OR 97132	(503) 538-4444	1.33 miles
DogGone Dirty Pet Grooming	317 N Elliott Rd Newberg, OR 97132	(971) 406-5390	1.34 miles
Family Pet Clinic of Newberg	131 N Elliott Rd Newberg, OR 97132	(503) 554-5533	1.41 miles
Newberg Canine Rehab	2401 E Hancock St Newberg, OR 97132	(503) 538-5000	1.43 miles
Pawsitively Playful Doggie Daycare	2771 E 9th St Newberg, OR 97132	(503) 476-2734	1.52 miles
Prima Bathing Systems	1000 S Commerce Pkwy Newberg, OR 97132	(503) 828-0655	1.63 miles
Royal Rover Grooming	122 N Everest St Newberg, OR 97132	(971) 281-8908	1.64 miles



Healthcare

Providence Newberg Thoracic Surgery Clinic	1000 N Providence Dr Newberg, OR 97132	(503) 215-2300	0.32 miles
Brett Kaylor DO	1000 N Providence Dr Newberg, OR 97132	(503) 537-5900	0.32 miles
Laurel Tor Fnp	1000 N Providence Dr Newberg, OR 97132	(503) 537-6040	0.32 miles
Jenna Vernon Dpt	1000 N Providence Dr Newberg, OR 97132	(503) 537-5900	0.32 miles
Sorin Cadar MD	1003 N Providence Dr Newberg, OR 97132	(503) 537-5900	0.32 miles
Sarah Rahkola MD	1003 N Providence Dr Newberg, OR 97132	(503) 537-5900	0.32 miles
Christine Johnson MD	1000 N Providence Dr Newberg, OR 97132	(503) 537-6040	0.32 miles
Jennifer Moshman MD	1000 N Providence Dr Newberg, OR 97132	(503) 537-5900	0.32 miles
Providence Health & Services Kaveh Pt	1000 Providence Drive Newberg, OR 97132	(503) 537-1863	0.38 miles
Annalisa Hawthorne DO	1000 N Providence Dr Newberg, OR 97132	(503) 537-5900	0.32 miles



Community



Herbert Hoover Memorial Sign	16839 Portland Road Newberg, OR 97132		0.40 miles
T's Gym	<i>Address Unavailable</i>		0.54 miles
Felonious Fitness	346 Royal Oak Street Newberg, OR 97132	(971) 246-0423	0.86 miles
Walkers Martial Arts Academy	1126 North Springbrook Road Newberg, OR 97132	(503) 530-0236	0.99 miles
No Limit Fitness	3405 Aquarius Boulevard Newberg, OR 97132	(971) 832-8134	0.90 miles
US World Class Taekwondo Newberg	705 North Springbrook Road Newberg, OR 97132	(503) 538-9477	0.98 miles
Westside Stables	29895 Northeast Wilsonville Road Newberg, OR 97132	(360) 624-0658	1.14 miles
99W Drive-In - Cameo Theatre	3110 Portland Road Newberg, OR 97132	(503) 538-2738	1.06 miles
99W Drive-in Theatre	<i>Address Unavailable</i>		1.02 miles
Newberg Oregon Family History Center	1212 North Deborah Road Newberg, OR 97132		1.14 miles



Financial

OnPoint Community Credit Union	<i>Address Unavailable</i>	(503) 746-9840	0.51 miles
Prosperity Bank	1001 Providence Drive Newberg, OR 97132		0.49 miles
Citibank ATM Onpoint Community Credit Union	4105 Crestview Drive Newberg, OR 97132		0.51 miles
Columbia Bank	3500 E Portland Rd Newberg, OR 97132	(503) 538-3184	0.71 miles
Embold Credit Union	901 N Brutscher St Newberg, OR 97132	(503) 656-0671	0.72 miles
Umpqua Bank	3500 Portland Road Newberg, OR 97132		0.72 miles
Prosperity Bank	3745 Portland Road Newberg, OR 97132		0.74 miles
Onpoint Community Credit	4105 Crestview Drive Newberg, OR 97132		0.77 miles
U.S. Bank	3220 E Portland Rd Newberg, OR 97132	(503) 538-3111	0.92 miles
JPMorgan Chase	3300 Portland Road Newberg, OR 97132	(503) 537-0908	0.85 miles



Public Agencies

Springbrook Meadows Community Center	4061 Hayes Street Newberg, OR 97132		0.51 miles
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Chehalem Park & Rec District	4500 E Fernwood Rd Newberg, OR 97132	(503) 538-0585	0.63 miles
Fire Rescue Equipment NW	901 N Brutscher St Newberg, OR 97132		0.73 miles
Fernwood Grange	216 North Springbrook Road Newberg, OR 97132		1.02 miles
Newberg Fire Department Station 21	3100 E Middlebrook Dr Newberg, OR 97132	(503) 537-0722	1.06 miles
Tualatin Valley Fire & Rescue - Station 21	3100 E Middlebrook Dr Newberg, OR 97132	(503) 649-8577	1.06 miles
Rex Post Office (historical)	<i>Address Unavailable</i>		1.12 miles
Springbrook Post Office (historical)	<i>Address Unavailable</i>		1.20 miles
Liquor Store	2303 E Portland Rd Newberg, OR 97132	(503) 538-5180	1.47 miles
Adult Behavioral Health	2251 East Hancock Street Newberg, OR 97132	(503) 538-8970	1.49 miles

Utilities



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Cable / Internet / Telephone

CenturyLink	(855) 263-9576
Comcast Xfinity	(800) 266-2278
DIRECTV	(877) 926-3335
DISH Network	(833) 751-2663
Frontier	(877) 631-7169
HughesNet	(855) 768-8973
onlineNW	(866) 876-4052
Verizon	(800) 837-4966
WAVE Broadband	(866) 928-3123

Garbage Haulers

Recology	(503) 472-3176
Waste Management	(800) 808-5901

Major Hospitals / Medical Ctr.

McMinnville Immediate Health Care	(503) 435-1077
Providence Newberg Medical Ctr	(503) 537-1555
Willamette Valley Medical Ctr	(503) 472-6131

Newspaper

Oregonian	(503) 221-8240
The Newberg Graphic	(503) 538-2181
The News Register - McMinnville	(503) 472-3889
The News Register - Newberg	(503) 538-6126

Public School District

Amity	(503) 835-2171
Dayton	(503) 864-2215
McMinnville	(503) 565-4000
Newberg	(503) 554-5000
Sheridan	(971) 261-6959
Willamina	(503) 876-4525
Yamhill Carlton	(503) 852-6980

College / Universities

George Fox University	(503) 538-8383
Linfield College	(503) 883-2200

Sewer & Water Co. / Districts

Amity	(503) 835-4181
Carlton	(503) 852-7575
Dayton	(503) 864-2221
Dundee	(503) 538-6700
Lafayette	(503) 864-2451
McMinnville	(503) 434-7313
Newberg	(503) 537-1205
Sheridan	(503) 843-2347
Willamina	(503) 876-2242
Yamhill	(503) 662-4344

Utilities

McMinnville Gas-Propane	(503) 472-7220
McMinnville Water & Light	(503) 472-6158
NW Natural Gas	(800) 422-4012
Portland General Electric	(503) 228-6322

Transportation

Yamhill County Transit - McMinnville	(503) 474-4900
Yamhill County Transit - Newberg	(503) 538-7433

Attractions

Evergreen Aviation & Space Museum	(503) 434-4180
Wings & Waves Water-park	(503) 687-3390

Dept. of Motor Vehicles (DMV)

Vehicle Registration - McMinnville	(503) 472-2900
Vehicle Registration - Newberg	(503) 945-5000

Yamhill County

Property Tax Information	(503) 472-9371
Voter Registration: McMinnville	(503) 434-7518
Voter Registration: Newberg / Dundee	(503) 554-7850

Police

Emergency (all areas)	911
Amity	(503) 835-8606
Carlton	(503) 852-7575
Dayton	(503) 434-6500
Dundee	(503) 538-8321
Lafayette	(503) 434-6500
McMinnville	(503) 434-7307
Newberg	(503) 538-8321
Sheridan	(503) 434-6500
Willamina	(503) 434-6500
Yamhill	(503) 662-3511
Yamhill County Sherriff	(503) 434-6500

Municipalities

Amity	(503) 835-3711
Carlton	(503) 852-3800
Dayton	(503) 864-2221
Dundee	(503) 538-3922
Lafayette	(503) 864-2451
McMinnville	(503) 434-7402
Newberg	(503) 538-9421
Sheridan	(503) 843-2347
Willamina	(503) 876-2242
Yamhill	(503) 662-3511

United States Post Office

General Information	(800) 275-8777
Amity	(503) 835-6029
Carlton	(503) 852-6874
Dayton	(503) 864-9010
Dundee	(503) 538-8250
Lafayette	(503) 864-2693
McMinnville	(503) 472-1877
Newberg	(503) 554-8014
Sheridan	(503) 843-5194
Willamina	(503) 876-4587
Yamhill	(503) 662-4435

Miscellaneous



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