CONDITIONS, COVENANTS AND RESTRICTIONS

FOR

OAK KNOLL

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR OAK KNOLL, YAMHILL COUNTY, OREGON.

THIS DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR OAK KNOLL, YAMHILL COUNTY, OREGON (the "Declaration") is
hereby made and executed this 12 day of September, 1995, by Willamette Hills
Associates, L.L.C. (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all that certain real property located in
Yamhill County, Oregon and legally described as Lots 1 through 41, Oak Knoll as has been
platted and designated as Oak Knoll according to the map and plat thereof on file with and in the
official records of Yamhill County, Oregon.

WHEREAS, Declarant desires to subject lots 1 through 41, Oak Knoll to the
conditions, covenants and restrictions contained herein for the benefit of all of the lots in Oak
Knoll and their present and subsequent Owners.

WHEREAS, Declarant is the owner of adjacent property legally described on
Exhibit "1" which property Declarant currently plans to subdivide into additional residential lots
("Expansion Property").
WHEREAS, there is adjacent property legally described in Exhibit "2" which is owned by third parties ("Adjoining Owners") who currently plan to subdivide the property into residential lots and make it part of the Oak Knoll subdivision ("Adjoining Property").

NOW, THEREFORE, Declarant hereby declares that lots 1 through 41, Oak Knoll are and shall be held upon and conveyed subject to the covenants, conditions, restrictions, reservations and charges hereinafter set forth.

SECTION 1 - DEFINITIONS.

The following words and terms, when used in this Declaration, and supplemental Declarations or any changes, amendments or modifications hereto, shall have the following meanings:

1.1 "Association" shall mean the Oak Knoll Homeowners Association.

1.2 "Lot" shall mean and refer to any of the numbered parcels shown on any recorded subdivision map or plat of Oak Knoll; any portion of the Expansion Property which Declarant makes subject to the terms hereof; and any portion of the Adjoining Property the owner of the Adjoining Property makes subject to the terms hereof.

1.3 "Owner" shall mean and refer to the Owner of record, whether one or more persons or entities, of an interest in and to any Lot which is part of Oak Knoll, including contract sellers, but excluding those having such interest merely to secure performance of an obligation (collectively "Owners").

1.4 "Street" shall mean and refer to any street, alley, public way, highway, cul-de-sac or other thoroughfare providing a means of access and shown on any recorded subdivision map or plat of Oak Knoll.

1.5 "Design Review Committee" shall mean and refer to the Declarant, its agents, employees and appointees, until all Lots, including Lots later added by Declarant, have been sold by Declarant and Lots later added by Adjoining Owners have been sold by Adjoining Owners, at which time the Design Review Committee shall be appointed by the Association. If the Association has taken over responsibility for the Design Review Committee, and Declarant or Adjoining Owners later add additional Lots to Oak Knoll and make such Lots subject to these Covenants, Conditions and Restrictions, the Declarant shall have the rights and powers of the Design Review Committee as it relates to the additional Lots added.

1.6 "House" shall mean and refer to a detached dwelling, intended for use and occupancy by not more than one family, having complete living facilities and constituting one dwelling unit. This term shall also include and refer to a garage and any accessory buildings or portions of the principal building used for the parking or storage of vehicles.

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1.7 "Mortgagee" shall mean the holder of a mortgage on real property in Oak Knoll and shall have the meaning set forth in ORS 86.010, et seq., and shall include beneficiaries of deeds of trust.

SECTION 2 - HOMEOWNERS ASSOCIATION PROVISIONS

2.1 The Association is intended to be a de minimus planned community as established by ORS 94.570(2)(b) which states a de minimus planned community is one:

"(b) For which the estimated total annual assessment against all Lots in the planned community for maintenance and for the reserves required under ORS 94.595 does not exceed the greater of two percent of the estimated value of all Lots against which the assessment will be levied or the product of $360 multiplied by the total number of Lots in the planned community. For purposes of this paragraph, the estimated value includes the sewers, water systems and streets but not any structures. The assessment estimate under this paragraph:

(A) Shall include current costs for any services which the declarant will be providing at less than cost during the period the declarant is marketing the Lots and which the Association will have to provide at cost after the declarant no longer performs these services. Current costs shall be based on competitive current rates for alternative professional services for such items as landscape and pool maintenance.

(B) Shall include maintenance and reserve account estimates based on figures obtained from the department of the city, county or district which would normally perform or contact for services which instead are provided by the planned community.

(C) Shall be conclusively presumed to have been made in good faith if one year after the declarant no longer provides any services at less than cost, the total assessment for maintenance and reserves does not exceed three percent of the current assessed value of these Lots not including structures on the Lots."

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2.2 The method of determining voting rights, the liability of each Lot and the right of each Lot to any common profits of the Association shall be as follows:

2.2.1 The allocation of votes to Lots shall be one (1) vote per Lot, except for Lots owned by declarant which shall have four (4) votes per Lot.

2.2.2 All owners and contract purchasers of Lots in Oak Knoll shall be members of the Association.

2.2.3 Any Lot owner failing to pay his or her proportionate share of costs assessed by the Association within thirty (30) days after it becomes due shall be liable for interest at the rate of the prime rate at First Interstate Bank plus four (4) percentage points. The prime rate will be measured as of the date the assessment is delinquent. Costs of collection of such assessment, including attorney fees, and all such unpaid amounts and interest shall become a lien on the Lot or Lots to which such amounts are attributable. No assessment will be levied against Lots while owned by Declarant.

2.2.4 All common profits of the Association shall be allocated equally to each Owner.

2.3 There shall be no restrictions on the alienation of Lots. A Lot may not be divided but may be combined with other Lots, with the approval of the Association and only in compliance with all applicable laws and ordinances.

2.4 Except as stated herein, the intended use of each Lot is residential. No commercial activity shall be carried out, including, but not limited to vehicle repairs. Owners may engage in repairs of their own automobiles as long as such activities are limited to minor repairs or are carried out in areas not visible from the street. Inoperable vehicles may not remain on any Lot more than 3 days unless housed completely inside a garage and not visible from the street.

2.5 The Association shall be established when 100% of Lots 1 through 41 have been sold by Declarant to third parties. Declarant shall call a meeting for the purpose of turning over administrative responsibility for the planned community to the Association. The declarant shall give notice of the meeting to each Owner. Upon activation of the Association the bylaws to the Association shall take effect and govern the Association's activities. At said meeting the owners shall elect a board of directors in accordance with the bylaws of the Association.

At the turnover meeting the declarant shall turnover to the Association the responsibility for the administration of the Association and said Association shall accept the administrative responsibility. The declarant shall deliver:

2.5.1 the original or a photocopy of the recorded declaration and copies of the bylaws of the planned community and any supplements and amendments to the bylaws;

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2.5.2 the minute books, including all minutes, and other books and records of the Association and the board of directors;

2.5.3 all rules and regulations adopted by the declarant;

2.5.4 all funds if any of the Association and control of all such funds;

2.5.5 all tangible personal property that is or is intended to be property of the Association, and an inventory of the property, if any;

2.5.6 copies of any income tax returns filed by the declarant in the name of the Association, and supporting records for the returns, if any;

2.5.7 all bank signature cards, if any;

2.5.8 an operating budget for the portion of the planned community turned over to Association administration;

2.5.9 a copy of "as-built" architectural, structural, engineering, mechanical, electrical and plumbing plans, if available;

2.5.10 the plans for underground site service, site grading, drainage and landscaping together with cable television drawings;

2.5.11 any additional plans and information relevant to future repair or maintenance of Oak Knoll; and

2.5.12 insurance policies;

2.5.13 any permits issued by governmental bodies applicable to the planned community in force or issued within one year before the date on which the Owners assume administrative responsibility of the Association;

2.5.14 a roster of Owners and their addresses and telephone numbers, if known, as shown on the records of the Declarant;

2.5.15 employment or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the service; and

2.5.16 any other contracts to which the Association is a party.

2.5.17 In order to facilitate an orderly transition during the three month period following the turnover meeting, the Declarant or an informed representative shall be available to
meet with the board of directors on at least three mutually acceptable dates to review the documents covered above.

SECTION 3- COMMON SCHEME RESTRICTIONS.

The following restrictions are hereby imposed as a common scheme upon each Lot of Oak Knoll for the benefit of every other Lot in Oak Knoll and may be enforced by any Owner or the Declarant:

3.1 No Lot shall be used for any purpose other than for the construction and occupancy of a House thereon and for residential purposes thereof.

3.2 No animals, livestock, poultry or fowl of any kind shall be raised, kept or permitted upon any Lot or in any part of Oak Knoll except: domestic dogs, cats and caged pet birds provided such are not a nuisance to any resident within Oak Knoll. Caged pet birds shall be kept within a House.

3.2.1 No animal shall be allowed to become a nuisance to any resident within Oak Knoll.

3.2.2 All dogs, cats and birds permitted under this subsection shall not be kept, bred or raised for commercial purposes or be maintained in unreasonable numbers.

3.3 No Lot nor any area in or part of Oak Knoll shall be used for the purpose of exploring for, taking therefrom or the production of gas, oil or any other hydrocarbon or mineral substance.

3.4 No noxious or offensive activity shall be permitted upon any Lot or in any area or part of Oak Knoll, nor shall anything be done or maintained thereon that may be or become an annoyance or nuisance to any Owner or detract from the value of Oak Knoll as a high-class residential neighborhood.

3.5 No House or any building or structure shall be occupied in any manner while under the course of original construction or until it complies with all governmental standards for occupancy and use as a residential structure. All construction activity of any type or kind within Oak Knoll and upon any Lot or any area in or part therein shall be prosecuted diligently and continuously from the time of commencement until complete. All exterior and visible portions of all Houses, buildings, fences, walls or other structures placed on any Lot, in any area in or part of Oak Knoll shall be constructed of new and high-grade materials, unless the use of materials that are not new or other than high-grade have been specifically approved by the Design Review Committee. No Houses, buildings or structures constructed elsewhere shall be moved onto or placed upon any Lot, any area or part of Oak Knoll without the express written approval of the Design Review Committee. This provision shall not prohibit or restrict the erection, installation, movement and use of temporary trailers or structures provided such are
exclusively incidental to the sale of Lots and construction and sales of Houses upon any Lot, any area in or part of Oak Knoll, provided such have been specifically approved by the Declarant.

3.6 No trucks rated in excess of one (1) ton, heavy or light equipment (excluding typical non-commercial landscaping maintenance equipment) or any commercial vehicles shall be used, placed, erected, constructed or maintained for any purpose on any Lot or in any part of Oak Knoll, including the streets or access ways unless completely enclosed. This restriction shall not prohibit commercial vehicles from making pickups or deliveries within Oak Knoll nor prohibit or restrict trucks or commercial vehicles that are necessary for the construction of Houses, other buildings or future development by the Declarant to include but not limited to road construction, land clearing, tree removal, etc., or the maintenance thereof within Oak Knoll. Activity or usage in connection with construction projects shall be limited to 7:00 a.m. to 6:00 p.m. Monday through Saturday and 8:00 a.m. to 5:00 p.m. Sundays of any week.

3.7 No personal property such as a trailer, recreational vehicle, boat, camper unit or tent shall be placed, stored or parked on any Lot, or in any part of Oak Knoll for a period of time in excess of fourteen (14) days in any calendar year; except such personal property owned by a Lot owner may be parked or stored in an area of the Lot that does not lie between the front or side of any House and the public street and in such a manner so that it is not a nuisance to any Owner and will not detract from the value of Oak Knoll. No boat, bus, truck, recreational vehicle or inoperable vehicle shall be placed, stored or parked on any Lot, or in any part of Oak Knoll at any time unless enclosed or screened from public view.

3.8 Each Lot shall provide adequate room for the parking of private vehicles. No private vehicle parking shall be allowed on any Street, except as may be necessary in connection with construction activities or as may be required to perform other obligations required hereunder.

3.9 No motorcycle, All Terrain Vehicle or any other motorized recreational vehicle shall be operated on any Lot, or in any part of Oak Knoll except on Streets and then only as a means of transportation and provided its operation does not become an annoyance to any other Owner of any other Lot in Oak Knoll.

3.10 No television, radio aerials or antennas shall be permitted upon any Lot, House or any part of or area in Oak Knoll. Satellite receivers and dishes shall be permitted upon any Lot, House or any part of or area in Oak Knoll only if such are screened from view of any Street. All utilities shall be installed underground.

3.11 No Lot, or area in or part of Oak Knoll shall be used or maintained as a dumping site or depository for rubbish, refuse, trash, garbage or any other form or type of waste. Any such waste may be temporarily stored in a location visible from any Street within Oak Knoll for not more than twenty-four (24) hours provided it is stored in a suitable and sanitary container until such waste is picked up or removed. Any containers or other equipment for the storage or disposal of such waste shall be maintained and operated in a safe and sanitary manner and shall not cause or be a form of nuisance to any resident in Oak Knoll. Trimmings, cuttings and like
debris may be composted on any Lot provided they are maintained in a singular enclosed location not visible from any Street and so as not to become an annoyance or nuisance to any other resident in Oak Knoll.

3.12 No Lot or other area in Oak Knoll shall have a clothesline or any similar device or structure located so as to be visible from any street in Oak Knoll. Street address and name signs shall conform to and comply with a common design, color and materials plan and scheme selected by the Declarant. No changes or alterations to such scheme are permitted without the prior consent of the Design Review Committee.

SECTION 4- SPECIFIC BUILDING RESTRICTIONS.

4.1 No House, garage, fence, wall or other structure or building upon any Lot, or in any area or part of Oak Knoll shall be erected or constructed unless and until a complete set of plans and specifications therefor has been submitted to, reviewed and approved in writing by the Design Review Committee. Said plans and specifications shall include, but not necessarily be limited to, the exterior color scheme, exterior materials, landscaping of the House, building or structure to be erected or constructed that is visible from any Street and be in sufficient detail so as to permit a reasonable determination of the nature, style and finish of the complete structure. Plans should also include all areas of the Lot that are to remain in their native state.

4.2 No construction or other work on, alterations to, or activity related to such construction or other work or to any House, building or structure on, or to be erected or constructed on any Lot, or any area in or part of Oak Knoll shall be undertaken unless and until the Design Review Committee has specifically approved such work and authorized its commencement in writing. The Owner, its contractor, subcontractors, agents, employees, guests and invitees, shall comply with any and all governmental regulations, codes and ordinances concerning such work and hereby indemnify and agree to hold the Design Review Committee harmless from any claim, loss or liability, including reasonable attorneys' fees arising from or relating to such work.

4.3 In the event the Design Review Committee or its designees and agents fail to approve or disapprove any submission made in accordance with the provisions of this Section within thirty (30) days after such submission, approval will not be required and the provisions of this Section will be deemed to have been fully complied with.

4.4 Any agent, officer, employee, or designee of the Design Review Committee may, after reasonable notice and during normal business hours or at any other reasonable time, enter into and inspect any and all construction activity or maintenance work to determine compliance with this Section and this Declaration. Persons conducting such inspection shall not be deemed to be guilty of trespass in the course of performing such duties or other activities related thereto.

4.5 The Design Review Committee may cause any construction or maintenance work or activity not specifically authorized by this Section or not being performed in strict compliance with the terms or conditions or prior authorization or approval to be terminated immediately, or
changes or corrections made as to make such construction or maintenance work comply with the
terms conditions of such prior authorization or approval. All Owners, their contractors,
subcontractors, agents and employees do hereby acknowledge the right of the Design Review
Committee to terminate such construction or maintenance work, to direct the Owner to make
changes or modifications thereto and Owner agrees to respond promptly to requests for changes
or corrections to comply with objections of the Design Review Committee.

4.6 The following standards shall apply to the Lots identified below:

4.6.1 Lots 1 through 23 ("Zone 1"):  

4.6.1.1 The total square footage of any House excluding open porches,
decks, and garage shall be not less than 1,000 square feet.

4.6.1.2 Each House must have a two car garage which may be
detached.

4.6.1.3 Roof shall be made of 25 year composition or better.

4.6.1.4 Siding installed on the street side of the House must be lap
siding or better.

4.6.2 Lots 24 through 28 and Lot 41 ("Zone 2"):  

4.6.2.1 The total square footage of any House excluding open porches,
decks, and garage shall be not less than 1,400 square feet.

4.6.2.2 Each House must have at least a two car garage which must
be attached to the House.

4.6.2.3 Roof shall be made of 25 year architectural composition or
better.

4.6.2.4 Siding installed on the street side of the House must be lap
siding or better.

4.6.3 Lots 29 through 40 (Zone "3"):  

4.6.3.1 The total square footage of any House excluding open porches,
decks, and garage shall be not less than 2,000 square feet.

4.6.3.2 Each House must have at least a two car garage which must
be attached to the House.
4.6.3.3 Roof shall be made of 25 year architectural composition or better.

4.6.3.4 All siding installed on the House must be lap siding or better.

4.6.4 Exterior Trim and Other Features. Exterior trim, doors, railings, decks, eaves, gutters and exterior finish of garages and other accessory buildings shall be designed, built and maintained so as to be compatible and in harmony with the structure they adjoin.

4.6.5 Windows. The frame materials used for windows in all Houses shall be composed of and constructed with materials and finished in such a manner so as to be compatible and in harmony with the House in which such windows are installed. In no event may any window frame or divider materials be unfinished or painted or anodized in a manner and color not acceptable to the Design Review Committee.

4.6.6 Landscaping. Not more than six (6) months after the substantial completion of any House erected or constructed in Oak Knoll, the yards of the Lot upon which said House has been erected or constructed that are visible from any street, shall be fully and completely landscaped in accordance with the plan for such landscaping submitted to and approved by the Design Review Committee according to the provisions of this Section. Owner’s are strongly encouraged to use sod for the plantings of lawns. No review or approval of the non-visible yard landscaping by the Design Review Committee is required. At all times after substantial completion of the construction of a House on a Lot in Oak Knoll and before the installation of landscaping, all Yards shall be maintained so as not to be offensive in appearance nor cause or present any sort or form of hazardous or dangerous condition. In the event of undue hardship caused by weather conditions, reasonable extensions of the time required to comply with these provisions regarding the installation of landscaping may be granted upon written approval of the Design Review Committee. All landscaping installed in and on any Lot in Oak Knoll shall have, as some portion thereof and not necessarily limited to, a grass lawn together with trees, shrubs and other plantings as appropriate. In addition, the landscaping plan and the elements thereof for any Lot in Oak Knoll shall be in harmony and be consistent with the landscaping previously installed in and on other Lots in Oak Knoll. Additional clearing and tree removal is not to be restricted by this Section.

4.6.7 Street Trees. Each Lot shall have installed on it the number and type of street trees required under any landscaping plan submitted by Declarant and approved by the City of Newberg. Each Owner shall pay to Declarant, upon demand, the amount necessary for Declarant to install the street trees on Owner’s Lot. Upon receipt of payment, Declarant shall have the street trees installed. In the event an Owner fails or refused to pay Declarant the cost of the street trees, Declarant shall have a lien upon the Lot for the cost of the street trees, which lien may be perfected and foreclosed as provided under Oregon statutes.

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4.6.8 Setbacks from Property Lines. Minimum setbacks on all Lots in Oak Knoll shall be governed by the Northwest Newberg Specific Plan or City of Newberg Code.

4.6.9 Height Restrictions. Standard City and County height restrictions apply to all Lots.

4.6.10 Driveways to be Paved. All driveways from the Street to the House shall be paved. No dirt or gravel driveways shall be permitted except temporarily during construction of the House.

4.6.11 Design and Style of Houses, Out Buildings and Other Structures. Houses, out buildings, detached garages, barns and all other structures and improvements or alterations thereto shall be constructed and maintained utilizing high-quality materials and workmanship and be of such character, style and design as to be in harmony with surrounding Houses, structures and the general area. All Houses, out buildings, detached garages where allowed, or any other structures erected, constructed or maintained in Oak Knoll shall comply in all respects with the provisions of this Declaration and all building codes, ordinances and regulations including, but not necessarily limited to, the Uniform Building Code and the applicable codes and ordinances of City of Newberg, County of Yamhill and the State of Oregon.

4.6.12 Guidelines and Discretion. The Design Review Committee shall have the authority to promulgate and issue and thereafter amend from time to time, design guidelines which shall be binding upon all Owners of Lots as set forth herein. The Design Review Committee, in its sole discretion, may withhold approval of any proposed improvements or other matter under their jurisdiction if such proposed improvement would be inconsistent with the provisions contained herein or would be incompatible or not in harmony with the design standards of and for Oak Knoll. Considerations such as siting, shape, size, color, design, height, impairment of view and other effects on the enjoyment of other Owners of Lots, as well as any other factors which the Design Review Committee believes to be relevant, may be taken into account by the Design Review Committee in determining whether or not to approve any proposed improvement or other matter under its jurisdiction.

4.6.13 Non-waiver. Approval or disapproval by the Design Review Committee of any matter proposed to them or within their jurisdiction shall not constitute a precedent or waiver or impair in any manner whatsoever the right of the Declarant or the Design Review Committee to grant or withhold approval as to any similar matter thereafter proposed or constructed.

4.6.14 No liability. Neither the Design Review Committee, nor any member thereof, shall be liable to any Owner, occupant, or other person or entity for any damage or loss suffered or claimed as a result of any action or failure to act on the part of the Design Review Committee.
SECTION 5- EASEMENTS.

Declarant hereby grants and reserves unto itself, its successors and assigns, and any and all others that will or may conduct or perform public or quasi-public utility services or functions, all those easements indicated upon the official map and plat of Oak Knoll recorded in the records of Yamhill County, Oregon, for the purposes noted thereon and as follows:

Ingress, egress, installation, repair and maintenance of all utilities, including, but not limited to, water, storm and sanitary sewer, gas, telephone, electricity, a master or cable television system and sign monuments.

SECTION 6- SIGNAGE.

6.1 No sign or other advertising device shall be erected or constructed upon or placed within or on any Lot, House, building, structure or in any area or part of Oak Knoll except one (1) sign not larger than eighteen (18) inches by twenty-four (24) inches advertising such House for sale.

6.2 Section 1 of this Section shall not prohibit, limit or restrict Declarant in any way from erecting or constructing or authorizing the erection and construction of any sizes or types of signs indicating the name, features or availability of Lots or Houses within Oak Knoll as being for sale, lease or rent.

SECTION 7- MAINTENANCE AND ASSESSMENTS

7.1 Oak Knoll has or will have certain improvements which are for the benefit of all Lots. These improvements include: Sign monuments to be installed on Lot 29, Oak Knoll; traffic circle at intersection of Foothills Drive and Center Street; planter strips along Foothills Drive; and street trees on each Lot. In addition, Declarant and Adjoining Owners may dedicate common areas to the Association for the use of all Owners. All of the common areas and improvements are collectively called "Common Improvements".

7.2 Oak Knoll has alleys ("Alleys") from which certain Lots will have driveway access. It is anticipated that the Expansion Property will have additional Alleys and Lots in the Expansion Property will adjoin the existing Alleys. All costs to maintain each Alley shall be borne by the Lots adjoinning each Alley.

7.3 After the Turnover Meeting, the Association shall be responsible for maintaining and repairing the Common Improvements and the Alleys on an "as needed" basis. Each year the Association shall budget the amount needed for normal anticipated maintenance and repair work for the coming year. Each Owner shall be responsible for the maintenance of the sidewalks abutting his Lot, including any damage caused by the street trees.

7.4 Upon completion of the budget of the anticipated costs, the Association shall notify each Owner of their proportionate share of such costs by sending to each Owner a "Notice of
Each Owner shall pay the amount specified in the Notice of Assessment to the Association within thirty (30) days of the date of the Notice of Assessment. All sums collected shall be deposited into an escrow account established by the Association. Such funds shall be used only for the maintenance, repairs and any replacements required by this Section. The Association may not accumulate excess funds from year to year unless specifically budgeted for an anticipated "major" maintenance, repair or replacement item which will occur in a future year.

7.5 If any unanticipated maintenance, repairs or replacements to the Common Improvements or Alleys are required, the Association shall send a special Notice of Assessment notifying all Owners, or the affected Owners of an Alley, of the anticipated or actual cost of such maintenance, repairs and/or replacement. The Owners shall pay their share of such costs as provided in paragraph 7.4.

7.6 Any amounts assessed to an Owner under this Section 7 shall be the personal obligation of each Owner and shall automatically become a lien upon the Lot as of the date of the Notice of Assessment. The Association may record the Notice of Assessment to perfect the lien. If any Owner fails to pay his or her share of the assessment within 30 days after the Notice of Assessment, the Association may foreclose its lien as provided in ORS Chapter 88. The Association shall be entitled to recover its reasonable attorney fees, title search fees and all other cost associated with such foreclosure. All such costs shall also be secured by the lien.

SECTION 8- MAINTENANCE OF LOTS

8.1 Each Owner of any Lot in Oak Knoll shall maintain the condition of said Lot and any and all improvements thereon including, without limitation, any House, building, fencing, structure, landscaping, sidewalks, driveways, trees, shrubs or other vegetation thereon in a reasonably clean, neat, attractive and visually pleasing manner so as to not detract from Oak Knoll being a high-class residential neighborhood.

8.2 The duty of every Owner of any Lot in Oak Knoll as to maintenance and repair shall extend and include the area between the property line of any Lot and the nearest curb or improved Street, including utility easements.

8.3 The Association shall have the right to, upon the giving of thirty (30) days written notice and having received no response from the Owner of any Lot who fails to comply with the standards and provisions for maintenance and having knowledge that said Owner has in fact received such notice, enter into said Lot and accomplish such maintenance, such as mowing unsightly areas or pruning of planted trees or bushes that impede views, painting or repairing fencing and such other work as is reasonably necessary to effectuate compliance with standards for maintenance. Costs incurred for such repairs or work shall be paid immediately by the non-complying Owner after presentation of a billing. Any billing which remains unpaid for thirty (30) days after presentation, may be recorded and will, upon recording, become a lien on such Lot. Such lien may be enforced and foreclosed as provided in paragraph 7.6. Non-compliance with standards and provisions in connection with a residential structure are to be reported to the
Oak Knoll Design Review Committee which will have the responsibility of effecting compliance.

SECTION 9-AMENDMENTS OR MODIFICATIONS

9.1 Prior to Declarant conveying seventy-five percent of Lots 1 through 41, Declarant may amend this Declaration at any time with 30 days prior notice to all Owners.

9.2 This Declaration may be amended or modified by an instrument signed by not less than seventy-five percent (75%) of the then Owners of Lots in Oak Knoll after seventy-five percent (75%) of Lots 1 through 41 in Oak Knoll have been conveyed to Owners by the Declarant.

9.3 Any and all amendments or modifications to this Declaration must be in writing and shall be recorded as an amendment or modification to this Declaration in the official and public records of Yamhill County, Oregon.

SECTION 10-PHASING OF DEVELOPMENT.

10.1 Declarant and Adjoining Owners currently anticipate developing the Expansion Property and Adjoining Property as shown on the preliminary plat attached as Exhibit "A." It is anticipated that those Lots identified as in Zone 1 shall be subject to the minimum size and other requirements contained in section 4.6.1, those Lots identified as in Zone 2 will be subject to the minimum size and other requirements contained in section 4.6.2, those Lots identified as in Zone 3 will be subject to the minimum size and other requirements contained in section 4.6.3.

10.2 Declarant and/or Adjoining Owners may make part or all of the Expansion Property or Adjoining Property subject to these Covenants, Conditions and Restrictions by recording a declaration to that effect in the County Recorder’s Office.

10.3 Nothing contained herein shall be deemed to require any or all of the Expansion Property or Adjoining Property to be made subject to these Covenants, Conditions and Restrictions unless and until a declaration to that effect is recorded. Nothing contained herein shall require Declarant and/or Adjoining Owners to develop the Expansion Property and/or Adjoining Property in compliance with the attached Exhibit "A." The development of the Expansion Property and/or Adjoining Property may be in any number of phases containing any number of Lots and in such manner as Declarant and/or Adjoining Owners may so elect. For the purpose of interpreting and applying the provisions of this Declaration, the number of Lots in Oak Knoll shall not be any particular phase or combination of phases, but shall be the entire number of Lots undertaken by Declarant and subject to these Covenants, Conditions and Restrictions.

10.4 Upon any portion of the Expansion Property or Adjoining Property becoming subject to these Covenants, Conditions and Restrictions, the Owners of the Lots contained in such property shall automatically become members of the Association.
SECTION 11- DURATION.

The covenants, conditions and restrictions of this Declaration and any and all amendments and modifications hereto shall run with and bind the land and inure to the benefit of any and all Owners of Lots in Oak Knoll, their legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded in the official and public records of Yamhill County, Oregon. After such date, this Declaration and any and all amendments and modifications hereto shall be automatically extended and renewed for successive periods of ten (10) years unless and until an instrument terminating this Declaration signed by the then Owners of seventy-five percent (75%) of the Lots has been executed and recorded in the official records of Yamhill County, Oregon prior to the commencement of any ten (10) year period.

SECTION 12- OTHER PROVISIONS.

12.1 In constructing this Declaration, or any part hereof, stipulations that are necessary to make this Declaration or any of its terms or provisions reasonable are hereby implied. Invalidation of any of the provisions of this Declaration shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

12.2 The provisions of this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant, the Association and the Owner or Owners of any Lot or Lots, their legal representatives, successors, heirs and assigns. Failure by the Declarant, the Association or any Owner or Owners of any Lot or Lots, their legal representatives, successors, heirs or assigns to enforce any condition, charge or restriction of this Declaration shall in no event be deemed a waiver of the right to do so.

12.3 Any or all of the rights, powers and reservations of Declarant contained herein may be assigned by Declarant without any diminution of such rights, powers and reservations and without the prior consent of any of the Owners.

12.4 By the recording of this Declaration, each Owner shall be deemed to have consented and agreed to every term, condition, covenant and restriction contained herein.

12.5 Neither Declarant nor any successor, assign, employee, agent or other representative of Declarant shall be liable to any Owner or to any other person for its enforcement or failure to enforce any provisions of this Declaration. Each Owner, by acquiring such Owners' interest in a Lot, agrees to not bring any action or suit against Declarant nor any successor, assign, employee, agent or other representative of Declarant, and not to seek to recover any such damages or to seek any other relief, including, without limitation, equitable relief, by reason of any enforcement or failure to enforce any provision of this Declaration. Each Owner shall and does, by taking title to or occupying any portion of any Lot, agree to defend, indemnify and hold Declarant and Declarant's successors, assigns, employees, agents and other representatives harmless from any claim, loss, damage, cost or expense, including,
without limitation, reasonable attorneys' fees arising out of the use, operation, ownership, occupancy or condition or state of repair of any Lot owned by such Owner.

12.6 Mortgage Protection.

12.6.1 Notice. Upon written request to the Design Review Committee by an Owner identifying the name and address of a Mortgagor and the legal description of the Lot, any such Mortgagor shall be entitled to receive written notice of all decisions of the Design Review Committee that directly affect that Lot.

12.6.2 Consent Required. Except upon the approval of Mortgagors holding Mortgages of Lots which have at least seventy-five percent (75%) of the votes of Lots which are subject to Mortgages, no amendments may be made to this Declaration which add to or amend any material provision of the Declaration which establish, provide for, govern or regulate any of the following:

12.6.2.1 Voting;
12.6.2.2 Assessment, assessment liens, or subordination of liens;
12.6.2.3 Responsibility for maintenance and repair of the several portions of the Property;
12.6.2.4 Imposition of any right of first refusal or similar restriction of the right of any Owners to sell, transfer or otherwise convey such Owners' Lot; and
12.6.2.5 Any provisions which are for the express benefit of Mortgagors.

12.6.3 Termination. Termination of this Declaration shall require the consent of not less than seventy-five percent (75%) of the Mortgagors holding an interest in Lots. Any such Termination of this Declaration shall be carried out by the Owners pursuant to the provisions of the Declaration, and only after a vote of the Owners as required by this Declaration.

12.6.4 Limitation. The provisions of paragraph 12.6.2 are intended only to be a limitation on the right of the Owners to amend the Declaration, and any such amendments to the Declaration shall be made only upon full compliance with the provisions of such relating to the procedure and percentage of votes required for such amendment in addition to Section 9.

12.6.5 Deemed Approval by Mortgagors. Any Mortgagor who receives a written request to approve an amendment to the Declaration or any other action to be taken by the Board, Association, or Owners shall be deemed to have given such approval unless such Mortgagors written objection to such action is delivered to the Association within thirty (30) days after the date of the written request.
IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first written above.

Declarant: Willamette Hills Associates, L.L.C.

By: [Signature]
A. Paul Brenneke
President, NSP Development, Inc., Member

STATE OF OREGON)
COUNTY OF Yamhill )

) ss.

Personally appeared before me on the 15th day of September, 1995, the above-named A. Paul Brenneke who did say he was President of NSP Development, Inc., a member of Willamette Hills Associates, L.L.C. and that this instrument was signed in behalf of said limited liability company by authority of its Operating Agreement and acknowledged that he executed the foregoing as its voluntary act and deed.

[Signature]
NOTARY PUBLIC for Oregon,
My Commission expires: [Expiry Date]
DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR LOTS 42 THROUGH 74
OAK KNOLL, YAMHILL COUNTY, OREGON.

THIS DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR LOTS 42 THROUGH 74 OAK KNOLL, YAMHILL COUNTY,
OREGON (the "Declaration") is hereby made and executed this 27th day of September, 1996,
by Willamette Hills Associates, L.L.C. (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all that certain real property located in
Yamhill County, Oregon and legally described as Lots 42 through 74, Oak Knoll as has been
platted and designated as Oak Knoll according to the map and plat thereof on file with and in the
official records of Yamhill County, Oregon.

WHEREAS, Declarant desires to subject lots 42 through 74 Oak Knoll to the
Conditions, Covenants and Restrictions for Oak Knoll recorded October 31, 1995 as instrument
number 199514666, Recording Office of Yamhill County, Oregon ("CC&R's").

NOW, THEREFORE, Declarant hereby declares that lots 42 through 74 Oak
Knoll are and shall be held upon and conveyed subject to the CC&R's.

Lots 47 through 74 are Zone 1 lots pursuant to section 4.6.1 of the CC&R's; and

Lots 42 through 46 are Zone 2 lots pursuant to section 4.6.2 of the CC&R's.
All terms and conditions of the CC&R's are hereby incorporated by reference herein.

Declarant: Willamette Hills Associates, L.L.C.

By: [Signature]
A. Paul Brenneke
President, NSP Development, Inc., Member

STATE OF OREGON
COUNTY OF [Blank lane]

Personally appeared before me on the [Blank] day of September, 1996, the above-named A. Paul Brenneke who did say he was President of NSP Development, Inc., a member of Willamette Hills Associates, L.L.C. and that this instrument was signed in behalf of said limited liability company by authority of its Operating Agreement and acknowledged that he executed the foregoing as its voluntary act and deed.

[Signature]
NOTARY PUBLIC for Oregon,
My Commission expires: [Blank]

Page 2 - CONDITIONS, COVENANTS AND RESTRICTIONS
DECLARATION OF ANNEXATION TO
OAK KNOLL
OF
OAK KNOLL NO. 4

THIS DECLARATION OF ANNEXATION TO OAK KNOLL is made by P.C. Development, Inc., an Oregon Corporation dba Raintree Development Company which is the Declarant for Oak Knoll No. 4.

Willamette Hills Associates, L.L.C. is the Declarant under the Declaration of Protective Covenants for Oak Knoll dated September 12, 1995 and recorded on October 31, 1995 as recorders fee No. 14666 Yamhill County deed records, hereinafter called the “Declaration”.

WITNESSETH

WHEREAS, Declarant of Oak Knoll No. 4 is the owner of all that certain real property located in Yamhill County, Oregon and legally described as Lots 75 through 125, Oak Knoll as has been platted and designated as Oak Knoll No. 4 according to the map and plat thereof on file with and in the official records of Yamhill County, Oregon.

WHEREAS, Declarant of Oak Knoll No. 4 desires to subject Lots 75 through 125, Oak Knoll No. 4 to the conditions, covenants and restrictions contained herein for the benefit of all of the Lots in Oak Knoll No. 4 and their present and subsequent owners, with the following exceptions :-

SECTION 1 - DEFINITIONS.

1.5 Delete and replace with : 1.5 “Design Review Committee” for Oak Knoll No. 4 shall mean and refer to P.C. Development, Inc. dba Raintree Development Company, its agents, employees and appointees, until all Lots, have been sold by the Declarant of Oak Knoll No. 4, at which time the Design Review Committee shall be appointed by the Association. If the Association has taken over the responsibility for the Design Review Committee, and Declarant or adjoining Owners later add additional Lots to Oak Knoll and make such Lots subject to these Covenants, Conditions and Restrictions, the Declarant shall have the rights and powers of the Design Review Committee as it relates to the additional Lots added.

1.6 Delete and replace with : 1.6 “House” shall mean and refer to a detached dwelling unit (Lots 75 through 117) or attached dwelling unit (Lots 118 through 125), intended for use and occupancy by not more than one family, having complete living facilities and constituting one dwelling unit. This term shall also include and refer to a garage and any accessory buildings or portions of the principal building used for the parking or storage of vehicles.

Recorded in Yamhill County, Oregon

CHARLES STERN, COUNTY CLERK

199700026 10:16am 01/16/97
004 641776 00 05 000000
1 P02 3 0 15.00 0.00 0.00 0.00 0.00 0.00
SECTION 2 - HOMEOWNERS ASSOCIATION PROVISIONS

2.2.1 Delete and replace with: 2.2.1 The allocation of votes to Lots shall be one(1) vote per Lot, except for Lots owned by P.C. Development, Inc. dba Raintree Development Company which shall have four(4) votes per Lot.

2.5 Delete first paragraph and replace with: 2.5 The Association will become part of the Oak Knoll Homeowners Association when 100% of Lots 75 through 125 have been sold by Declarant of Oak Knoll No. 4 to third parties. The Declarant of Oak Knoll No. 4 shall give notice of the changeover to each owner. Upon activation of the Association the bylaws to the Association shall take effect and govern the Association's activities.

SECTION 4 - SPECIFIC BUILDING RESTRICTIONS.

4.6.1, 4.6.2 and 4.6.3 Delete and replace with the following:

4.6.1 Lots 75 through 117

4.6.1.1 The total square footage of any House excluding open porches, decks, and garage shall be not less than 1,000 square feet.

4.6.1.2 Each house must have a two car garage which must be attached to the House.

4.6.1.3 Roof shall be made of 25 year composition or better.

4.6.1.4 Siding installed on the street side of the House must be lap siding or better.

4.6.2 Lots 118 through 125

4.6.2.1 The total square footage of each House excluding open porches, decks and garage shall be not less than 1,000 square feet.

4.6.2.2 Each House must have at least a one car garage which may be detached.

4.6.2.3 Roof shall be made of 25 year composition or better.

4.6.2.4 Siding installed on the street side of the House must be lap siding or better.
NOW, THEREFORE, Declarant of Oak Knoll No. 4 hereby declares as follows:

PROPERTY ANNEXED, Declarant of Oak Knoll No. 4 hereby declares that all the property described below shall be annexed to Oak Knoll and the Declaration and that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the Declaration.

All the certain property located in Yamhill County, Oregon in that certain plat entitled “Oak Knoll No. 4” as recorded in the plat records of Yamhill County, Oregon on the ______ day of ______, 1996 at plat book ______ pages 375-377

Oak Knoll No. 4 contains 43 single family lots plus 8 attached housing lots and will contain not more than 51 dwelling units.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this ______ day of ______, 1996.

P.C. Development, Inc. dba
Raintree Development Company

By: __________________________
R. N. McDougald, President

ACKNOWLEDGEMENT

State of Oregon
County of Yamhill

THIS IS TO CERTIFY: That on this ______ day of ______, 1996, before me, a Notary Public in and for said county and state, personally appeared and Robert N. McDougald, who being first duly sworn did say that they are the identical persons named in and described in the foregoing instrument and this, the Certificate thereto, and they did declare the act of affixing their signatures to the said instrument to be the free and willing acts and deeds of said Corporations.

______________________________
Notary Public in and for said county and state
Commission Expires: 10-4-97

After recording return to: Raintree Development Company
16850 SW Upper Boones Ferry Road, Suite D
Tigard, Oregon 97224

3/3
DECLARATION OF ANNEXATION TO
OAK KNOLL
OF
THE GLEN AT OAK KNOLL NO 2

THIS DECLARATION OF ANNEXATION TO OAK KNOLL is made by Far
West Development Corp, an Oregon Corporation which is the Declarant for The
Glen At Oak Knoll No. 2.

Willamette Hills Associates, L.L.C. is the Declarant under the Declaration of
Protective Covenants for Oak Knoll dated September 12, 1995 and recorded on
October 31, 1995 as recorders fee No. 14666 Yamhill County deed records,
hereinafter called the “Declaration”.

WITNESSETH

WHEREAS, Declarant of The Glen At Oak Knoll No 2 is the owner of all
that certain real property located in Yamhill County, Oregon and legally described
as Lots 1 through 8, The Glen At Oak Knoll No 2 as has been platted and
designated as The Glen At Oak Knoll No 2 according to the map and plat thereof
on file with and in the official records of Yamhill County, Oregon.

WHEREAS, Declarant of The Glen At Oak Knoll No 2 desires to subject
Lots 1 through 8, The Glen At Oak Knoll No 2 to the conditions, covenants and
restrictions contained herein for the benefit of all of the Lots in The Glen At Oak
Knoll No 2 and their present and subsequent owners, with the following
exceptions:

SECTION 1 - DEFINITIONS

1.5 Delete and replace with: “Design Review Committee” for The Glen
At Oak Knoll No. 2 shall mean and refer to Far West Development Corporation, its
agents, employees and appointees, until all Lots, have been sold by the Declarant of
The Glen At Oak Knoll No 2, at which time the Design Review Committee shall
be appointed by the Association. If the Association has taken over the
responsibility for the Design Review Committee, and Declarant or Adjoining
Owners later add additional Lots to The Glen At Oak Knoll and make such Lots
subject to these Covenants, Conditions and Restrictions, the Declarant shall have

Recorded in Yamhill County, Oregon
CHARLES STERN, COUNTY CLERK
199728640 09:39am 12/12/97
004 058952 00 05 108880
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the rights and powers of the Design Review Committee as it relates to the
additional Lots added.
1.6 Delete and replace with: "House" shall mean and refer to a detached
dwelling unit, intended for use and occupancy by not more than one family, having
complete living facilities and constituting one dwelling unit. This term shall also
include and refer to a garage and any accessory buildings or portions of the
principal building used for the parking or storage of vehicles.

SECTION 2 - HOMEOWNERS ASSOCIATION PROVISIONS

2.2.1 Delete and replace with: The allocation of votes to Lots shall be
one (1) vote per Lot, except for Lots owned by Far West Development Corporation
which shall have four (4) votes per Lot.

2.5 Delete first paragraph and replace with: The Association will become
part of the Oak Knoll Homeowners Association when 100% of Lots 1 through 4
have been sold by Declarant of The Glen At Oak Knoll No 2 to third parties. The
Declarant of The Glen At Oak Knoll No 2 shall give notice of the changeover to
each owner. Upon activation of the Association the bylaws to the Association shall
take effect and govern the Association's activities.

SECTION 4 - SPECIFIC BUILDING RESTRICTIONS

4.6.1 Delete and replace with: Lots 1 through 8

4.6.1.1 The total square footage of any house excluding open
porches, decks, and garage shall be not less than 1,000 square feet.

4.6.1.2 Each house must have a two car garage which must be
attached to the house.

4.6.1.3 Roof shall be made of 25 year composition or better.

4.6.1.4 Siding installed on the street side of the house must be
lap siding or better.

4.6.2 Delete

4.6.3 Delete
Far West Development Corporation

By: ________________
Michael R. Willoughby, Secretary/Treasurer

ACKNOWLEDGMENT

State of Oregon
County of Yamhill

THIS IS TO CERTIFY: That on this 12 day of Dec. 1997, before me, a Notary Public in and for said county and state, personally appeared and Michael R. Willoughby, who being first duly sworn did say that they are the identical persons named in and described in the foregoing instrument and this, the Certificate thereto, and they did declare the act of affixing their signatures to the said instrument to be free and willful acts and deeds of said Corporations.

[Signature]

After recording return to: Far West Development Corporation
PO Box 490
Newberg, OR 97132
DECLARATION OF ANNEXATION TO
OAK KNOLL
OF
OAK KNOLL NO. 7 & 8

THIS DECLARATION OF ANNEXATION TO OAK KNOLL is made by Willamette Hills LLC an Oregon Corporation which is the Declarant for Oak Knoll No. 7 & 8

Willamette Hills Associates, L.L.C. is the Declarant under the Declaration of Protective Covenants for Oak Knoll dated September 12, 1995 and recorded on October 31, 1995 as recorders fee No. 14666 Yamhill County deed records, hereinafter called the "Declaration".

WITNESSETH

WHEREAS, Declarant of Oak Knoll No. 7 & 8 is the owner of all that certain real property located in Yamhill County, Oregon and legally described as Lots 136 through 168, Oak Knoll as has been platted and designated as Oak Knoll No. 7 & 8 according to the map and plat thereof on file with and in the official records of Yamhill County, Oregon.

WHEREAS, Declarant of Oak Knoll No. 7 & 8 desires to subject Lots 136 through 168, Oak Knoll No. 7 & 8 to the conditions, covenants and restrictions contained herein for the benefit of all of the Lots in Oak Knoll No. 7 & 8 and their present and subsequent owners, with the following exceptions.

SECTION 1 - DEFINITIONS.

1.5 Delete and replace with: 1.5 "Design Review Committee" for Oak Knoll No. 7 & 8 shall mean and refer to Willamette Hills LLC, its agents, employees and appointees, until all Lots, have been sold by the Declarant of Oak Knoll No. 7 & 8, at which time the Design Review Committee shall be appointed by the Association. If the Association has taken over the responsibility for the Design Review Committee, and Declarant or Adjoining Owners later add additional Lots to Oak Knoll and make such Lots subject to these Covenants, Conditions and Restrictions, the Declarant shall have the rights and powers of the Design Review Committee as it relates to the additional Lots added.

1.6 Delete and replace with: 1.6 "House" shall mean and refer to a detached dwelling unit (Lots 136 through 168), intended for use and occupancy by not more than one family, having complete living facilities and constituting one dwelling unit. This term shall also include and refer to a garage and any accessory buildings or portions of the principal building used for the parking or storage of vehicles.

Recorded in official Yamhill County Records
CHARLES STERN, COUNTY CLERK

100.00
04/12/1999
2:46:01 PM
SECTION 2 - HOMEOWNERS ASSOCIATION PROVISIONS

2.2.1 Delete and replace with: 2.2.1 The allocation of votes to Lots shall be one (1) vote per Lot, except for Lots owned by Willamette Hills LLC which shall have four (4) votes per Lot.

2.5 Delete first paragraph and replace with: 2.5 The Association will become part of the Oak Knoll Homeowners Association when 100% of Lots 136 through 168 have been sold by Declarant of Oak Knoll No. 7 & 8 to third parties. The Declarant of Oak Knoll No. 7 & 8 shall give notice of the changeover to each owner. Upon activation of the Association the bylaws to the Association shall take effect and govern the Association’s activities. The Declarant of Oak Knoll 7 & 8 will be solely responsible for approvals under the design review community until all lots in Oak Knoll 7 & 8 have had final home plans approved.

SECTION 4 - SPECIFIC BUILDING RESTRICTIONS.

4.6.1, 4.6.2 and 4.6.3 Delete and replace with the following:

4.6.1 Lots 136 through 168

4.6.1.1 The total square footage of any House excluding open porches, decks, and garage shall be not less than 1,000 square feet.

4.6.1.2 Each house must have a two car garage which must be attached to the House.

4.6.1.3 Roof shall be made of 25 year composition or better.

4.6.1.4 Siding installed on the street side of the House must be lap siding or better.

NOW, THEREFORE, Declarant of Oak Knoll No. 7 & 8 hereby declares that all the property described below shall be annexed to Oak Knoll and the Declaration and that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the Declaration.

All the certain property located in Yamhill County, Oregon in that certain plat entitled “Oak Knoll No. 7 & 8 as recorded in the plat records of Yamhill County, Oregon on the 6th day of July, 1998 at plat book 5, pages 81, 82, Oak Knoll #8 recorded on the 5th day of April, 1999 Instrument #199906913 Oak Knoll No. 7 & 8 contains 33 single family lots.

4-12-99
IN WITNESS HEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 14th day of September, 1998.

By: 

Jeff Bettinelli, Pres.
Black Diamond Homes, Inc.

Willamette Hills LLC
By: 

Paul Brenneke

Willamette Hills LLC

ACKNOWLEDGMENT

By: 

Eric Schoenborn
Pres. Schoenborn Const. Inc.

Mike Willcuts
Coyote Homes Inc.

State of Oregon
County of Yamhill

THIS IS TO CERTIFY: That on this 19th day of November, 1998, before me, a Notary Public in and for said county and state, personally appeared and Jeff Bettinelli, who being first duly sworn did say that they are the identical persons named in and described in the foregoing instrument and this, the Certificate thereto, and they did declare the act of affixing their signatures to the said instrument to be the free and willful acts and deeds of said Corporations.

Kathleen Thoma

THIS IS TO CERTIFY: That on this 14th day of September, 1998, before me, a Notary Public in and for said county and state, personally appeared and Paul Brenneke, who being first duly sworn did say that they are the identical persons named in and described in the foregoing instrument and this, the Certificate thereto, and they did declare the act of affixing their signatures to the said instrument to be the free and willful acts and deeds of said Corporations.

JW 12/14/98
My Commission Expires: 12/20/98

THIS IS TO CERTIFY: That on this 20th day of November, 1998, before me, a Notary Public in and for said county and state, personally appeared and Eric Schoenborn, who being first duly sworn did say that they are the identical persons named in and described in the foregoing instrument and this, the Certificate thereto, and they did declare the act of affixing their signatures to the said instrument to be the free and willful acts and deeds of said Corporations.

JW 12/14/98
My Commission Expires: 12/20/98

THIS IS TO CERTIFY: That on this 22nd day of September, 1998, before me, a Notary Public in and for said county and state, personally appeared and Mike Willcuts, who being first duly sworn did say that they are the identical persons named in and described in the foregoing instrument and this, the Certificate thereto, and they did declare the act of affixing their signatures to the said instrument to be the free and willful acts and deeds of said Corporations.

JW 12/14/98
My Commission Expires: 12/20/98

JANET L WINDER
NOTARY PUBLIC - OREGON
COMMISSION NO. 006388
MY COMMISSION EXPIRES MAY 3, 2001

3/18
After recording return to Willamette Hills LLC
PO Box 6059
Portland, OR 97228
READ AND APPROVED AS AN ADDITION DECLARANT FOR LOT 136 OAK WYOLL
NO. 7

Beatrice F. Youngs, Trustee

STATE OF OREGON )
)SS
COUNTY OF YAMHILL )

The foregoing instrument was acknowledged before me this 20th day of November, 1998 by BEATRICE F. YOUNGS, TRUSTEE

Janet L Winder
OFFICIAL SEAL
JANET L WINDER
NOTARY PUBLIC - OREGON
COMMISSION NO. 14650
EXPIRATION EXPIRED MAY 6, 2001

4-12-99
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 138 OAK KNOLL
NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY,
OREGON.

DAVID JONES
KATHLEEN JONES

STATE OF OREGON } ss
COUNTY OF YAMHILL }

The foregoing instrument was acknowledged before me this
day of January, 1999 by David Jones & Kathleen Jones

Notary Public for Oregon
My Commission Expires: 5/14/01

4-12-99
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 129, CAP KNOB NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

MARC E. WILLCUTS
LORI L. WILLCUTS

STATE OF OREGON } ss.
COUNTY OF YAMHILL } ss.

The foregoing instrument was acknowledged before me this 28th day of January, 1999 by Marc E. Willcuts & Lori L. Willcuts

JANET L. WINDER
Notary Public for Oregon
My Commission Expires: 6/10/01

4-12-99
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 141 OAK KNOLL NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

Barbara N. Scott
BARBARA N. SCOTT

STATE OF OREGON
COUNTY OF YAMHILL

The foregoing instrument was acknowledged before me this 12 day of January, 1999 by Barbara N. Scott

Jodi R. Tautfest
Notary Public for Oregon
My Commission Expires: 9/18/2002

OFFICIAL SEAL

9/18
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 142 OAK KHOLL
NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY,
OREGON.

MATTHEW T. WILLCUTS

KARI L. WILLCUTS

STATE OF OREGON )
COUNTY OF YAMHILL )

The foregoing instrument was acknowledged before me this 25th
day of January, 1999 by Matthew T. Willcuts & Kari L. Willcuts

Notary Public for Oregon
My Commission Expires: 5/10/99

4-12-99
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 143 OAK KNOLL NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

MIKE WILLIKUTS CONSTRUCTION

STATE OF OREGON )
COUNTY OF YAMHILL )

The foregoing instrument was acknowledged before me this 14th day of January, 1999 by Mike Willikuts

Amanda Kay Willey
Notary Public for Oregon
My Commission Expires: 6-26-02

KENNAN RENEE KUFFEL

DOUGLAS L. KUFFEL

STATE OF OREGON

COUNTY OF Yamhill

The foregoing instrument was acknowledged before me this 31st day of December, 1998 by KENNA N RENEE KUFFEL & DOUGLAS L. KUFFEL

JANET L. WINDER
NOTARY PUBLIC - OREGON
COMMISSION NO. OR03530
My Commission Expires: 5/16/01

4-12-99

11/19
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 145, DAY FARM, NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

Darin R. Kenney

STATE OF OREGON )
COUNTY OF YAMHILL )

The foregoing instrument was acknowledged before me this 2* day of February, 1999 by Darin R. Kenney

Notary Public for Oregon
My Commission Expires: 5/6/01

4-12-99
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 146, 148, 153
OAK KNOLL NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL
COUNTY, OREGON.

BLACK DIAMOND HOMES, INC.

STATE OF OREGON )
 )ss
COUNTY OF YAMHILL )

The foregoing instrument was acknowledged before me this 7th day
of April, 1999 by Jeffrey A. Bettinelli as President of Black
Diamond Homes, Inc.

Janet L. Winder
Notary Public for Oregon

13/16
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 149 OAK KNOLL
NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY,
OREGON.

DUANE DUEY
KIMBERLY DUEY

STATE OF OREGON )
COUNTY OF YAMHILL )

The foregoing instrument was acknowledged before me this 14th
day of January, 1999 by DUANE DUEY & KIMBERLY DUEY

Amanda Kaye Willey
Notary Public for Oregon
My Commission Expires: 6-30-03
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 7 OAK KNOLL
NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY,
OREGON.

J. Schoen
President
SCHOENBORN CONSTRUCTION, INC.

STATE OF OREGON )
COUNTY OF YAMHILL )ss

The foregoing instrument was acknowledged before me this 6th day
of April, 1999 by J. Schoenborn as President of
Schoenborn Construction, Inc.

JANET L WINDER
Commission No. 063030
Commission Expires: 5/6/01

4-12-99
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 152 OAK KNOLL
NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY,
OREGON.

Scott M. Pohlschneider
SCOTT M. POHLSCHNEIDER

Kristin N. Pohlschneider
KRISTIN N. POHLSCHNEIDER

STATE OF OREGON  }
COUNTY OF YAMHILL  }

The foregoing instrument was acknowledged before me this 15th
day of January, 1999 by Scott M. Pohlschneider & Kristin N.
Pohlschneider

Janet L. Winder
Notary Public for Oregon
My Commission Expires: 5/14/01

4-12-99
The foregoing instrument was acknowledged before me this 17th day of December, 1998 by

Theodore P. Rivas III

Janet L. Winder
Notary Public for Oregon
My Commission Expires: 5401
READ AND APPROVED AS AN ADDITIONAL EGRESS FOR LOT 24, FARM HOUSE NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

[Signature]
IMON PILCHER

[Signature]
DOROTHY PILCHER

STATE OF OREGON 

COUNTY OF YAMHILL 

The foregoing instrument was acknowledged before me this 12th day of April, 1999 by Imon Pilcher & Dorothy Pilcher

[Signature]
Notary Public for Oregon
My Commission Expires: 06-21-2002

[Notary Seal]
DECLARATION OF ANNEXATION TO
OAK KNOLL
OF
OAK KNOLL NO. 9

THIS DECLARATION OF ANNEXATION TO OAK KNOLL is made by AMT Resources LTD an Oregon Corporation which is the Declarant for Oak Knoll No. 9.

Willamette Hills Associates, L.L.C. is the Declarant under the Declaration of Protective Covenants for Oak Knoll dated September 12, 1995 and recorded on October 31, 1995 as recorders fee No. 14666 Yamhill County deed records, hereinafter called the "Declaration".

WITNESSETH

WHEREAS, Declarant of Oak Knoll No. 9 is the owner of all that certain real property located in Yamhill County, Oregon and legally described as Lots 1 through 12, Oak Knoll 9 as has been platted and designated as Oak Knoll No. 9 according to the map and plat thereof on file with and in the official records of Yamhill County, Oregon.

WHEREAS, Declarant of Oak Knoll No. 9, AMT Resources LTD, desires to subject Lots 1 through 12, Oak Knoll No. 9 to the conditions, covenants and restrictions contained herein for the benefit of all of the Lots in Oak Knoll No. 9 and their present and subsequent owners, with the following exceptions.

SECTION 1 - DEFINITIONS

1.5 Delete and replace with: 1.5 "Design Review Committee" for Oak Knoll No. 9 shall mean and refer to AMT Resources LTD, its agents, employees and appointees, until all Lots have been built on and occupancy permits issued by the City of Newberg, in Oak Knoll 9, at which time the Design Review Committee shall be appointed by the Association. If the Association has taken over the responsibility for the Design Review Committee, and Declarant or Adjoining Owners later add additional Lots to Oak Knoll and make such Lots subject to these Covenants, Conditions and Restrictions, the Declarant shall have the rights and powers of the Design Review Committee as it relates to the additional Lots added.

1.6 Delete and replace with: 1.6 "House" shall mean and refer to a detached dwelling unit (Lots 1 through 12), intended for use and occupancy by not more than one family, having complete living facilities and constituting one dwelling unit. This term shall also include and refer to a garage and any accessory buildings or portions of the principal building used for the parking of storage vehicles.

SECTION 2 - HOMEOWNERS ASSOCIATION PROVISIONS

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

25.00

199916807 9:14:47 AM 08/13/1999
PR CRPR 10 - 3 KAREN
Any costs established by the Homeowners Association will not apply to lots 1-12 Oak Knoll 9 until a home has been built, purchased, and occupied for the first time.

2.2.1 Delete and replace with: 2.2.1 The allocation of votes to Lots shall be one(1) vote per Lot, except for Lots owned by AMT Resources LTD, which shall have four(4) votes per Lot.

2.5 Delete first paragraph and replace with: 2.5 The Association will become part of the Oak Knoll Homeowners Association when 100% of Lots 1 through 12 have been sold by Declarant of Oak Knoll No. 9 to third parties and all lots have been built on and occupancy permits issued by the City of Newberg. The Declarant of Oak Knoll No. 9 shall give notice of the changeover to each owner. Upon activation of the Association the bylaws to the Association shall take effect and govern the Association's activities. The Declarant of Oak Knoll 9 will be solely responsible for approvals under the design review community until all lots in Oak Knoll 9 have had final home plans approved and occupancy permits issued by the City of Newberg.

SECTION 4 - SPECIFIC BUILDING RESTRICTIONS.

4.6.1, 4.6.2 and 4.6.3 Delete and replace with the following:

4.6.1 Lots 1 through 12

4.6.1.1 The total square footage of any House excluding open porches, decks, and garage shall be not less than 1,000 square feet.

4.6.1.2 Each house must have a two car garage which must be attached to the House.

4.6.1.3 Roof shall be made of 20 year composition or better.

4.6.1.4 Siding installed on the street side of the House must be lap siding or better.

NOW, THEREFORE, Declarant of Oak Knoll No. 9 hereby declares that all the property described below shall be annexed to Oak Knoll and the Declaration and that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the Declaration.

All the certain property located in Yamhill County, Oregon in that certain plat entitled "Oak Knoll No. 9 as recorded in the plat records of Yamhill County, Oregon on the ______ day of ________, 1999 at plat book _____, pages.

Oak Knoll No. 9 contains 12 single family lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this __th day of August, 1999.

By: ________________________________

Mike Hanks
AMT Resources L.T.D.
STATE OF OREGON  COUNTY OF YAMHILL }ss

The foregoing instrument was acknowledged before me this 11th day of August, 1999 by Michael Hanks as President of AMT RESOURCES, LTD., a Corporation

READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOTS 9, 10 & 11 OAK KNOLL 9, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

BLACK DIAMOND HOMES, INC.

STATE OF OREGON  COUNTY OF YAMHILL }ss

The foregoing instrument was acknowledged before me this 12th day of August, 1999 by Jeffrey A. Bettinelli as President of Black Diamond Homes, Inc., A Corporation

READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOTS 3, 4, & 8 OAK KNOLL 9, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

SCHOENBORN CONSTRUCTION, INC.

STATE OF OREGON  COUNTY OF YAMHILL }ss

The foregoing instrument was acknowledged before me this 10th day of August, 1999 by Eric J. Schoenborn as President of Schoenborn Construction Inc., A Corporation
DECLARATION OF ANNEXATION TO
OAK KNOLL
OF
OAK KNOLL NO. 11

THIS DECLARATION OF ANNEXATION TO OAK KNOLL is made by Coyote Homes Inc an Oregon Corporation which is the Declarant for Oak Knoll No. 11.

Willamette Hills Associates, L.L.C. is the Declarant under the Declaration of Protective Covenants for Oak Knoll dated September 12, 1995 and recorded on October 31, 1995 as recorders fee No. 14666 Yamhill County deed records, hereinafter called the “Declaration”.

WITNESSETH

WHEREAS, Declarant of Oak Knoll No. 11 is the owner of all that certain real property located in Yamhill County, Oregon and legally described as Lots 1 through 20, Oak Knoll 11 as has been platted and designated as Oak Knoll 11 according to the map and plat thereof on file with and in the official records of Yamhill County, Oregon.

WHEREAS, Declarant of Oak Knoll No. 11, Coyote Homes Inc., desires to subject Lots 1 through 20, Oak Knoll No. 11 to the conditions, covenants and restrictions contained herein for the benefit of all of the Lots in Oak Knoll No. 11 and their present and subsequent owners, with the following exceptions:

SECTION 1 - DEFINITIONS

1.5 Delete and replace with: 1.5 “Design Review Committee” for Oak Knoll No. 11 shall mean and refer to Coyote Homes Inc., its agents, employees and appointees, until all Lots have been built on and occupancy permits issued by the City of Newberg, in Oak Knoll 11, at which time the Design Review Committee shall be appointed by the Association. If the Association has taken over the responsibility for the Design Review Committee, and Declarant or Adjoining Owners later add additional Lots to Oak Knoll and make such Lots subject to these Covenants. Conditions and Restrictions, the Declarant shall have the rights and powers of the Design Review Committee as it relates to the additional Lots added.

1.6 Delete and replace with: 1.6 “House” shall mean and refer to a detached dwelling unit (Lots 1 through 20), intended for use and occupancy by not more than one family, having complete living facilities and constituting one dwelling unit. This term shall also include and refer to a garage and any accessory buildings or portions of the principal building used for the parking of storage vehicles.

SECTION 2 - HOMEOWNERS ASSOCIATION PROVISIONS

Any costs established by the Homeowners Association will not apply to Lots 1-20
Oak Knoll 11 until a home has been built, purchased and occupied for the first time.

2.2.1 Delete and replace with: 2.2.1 The allocation of votes to Lots shall be one(1) vote per Lot, except for Lots owned by Coyote Homes Inc., which shall have four(4) votes per Lot.

2.5 Deletes first paragraph and replace with: 2.5 The Association will become part of the Oak Knoll Homeowners Association when 100% of Lots 1 through 20 have been sold by Declarant of Oak Knoll No. 11 to third parties and all lots have been built on and occupancy permits issued by the City of Newberg. The Declarant of Oak Knoll No. 11 shall give notice of the changeover to each owner. Upon activation of the Association the bylaws to the Association shall take effect and govern the Association’s activities. The Declarant of Oak Knoll 11 is solely responsible for approvals under the design review community until all lots in Oak Knoll 11 have had final home plans approved and occupancy permits issued by the City of Newberg.

SECTION 4 - SPECIFIC BUILDING RESTRICTIONS

4.6.1, 4.6.2 and 4.6.3 Delete and replace with the following:

4.6.1 Lots 1 through 20

4.6.1.1 The total square footage of any House excluding open porches, decks, and garage shall be not less than 1,000 square feet.

4.6.1.2 Each house must have a two car garage which must be attached to the House.

4.6.1.3 Roof shall be made of 20 year composition or better.

4.6.1.4 Siding installed on the street side of the House must be lap siding or better.

Existing home on Lot 16 does not have to conform to garage requirements.

NOW, THEREFORE, Declarant of Oak Knoll No. 11 hereby declares that all the property described below shall be annexed to Oak Knoll and the Declaration and that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the Declaration.

All the certain property located in Yamhill County, Oregon in that certain plat entitled “Oak Knoll 11”, as recorded in the plat records of Yamhill County, Oregon on the____ day of__________, 2000 at plat book____ pages

Oak Knoll No. 11 contains 20 single family lots.

IN WITNESS HEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 3rd day of November, 2000.

By: __________________________
   Marc Willcuts
   Coyote Homes Inc.
The foregoing instrument was acknowledged before me this 3rd day of November, 2000 by Marc Willcuts as President of Coyote Homes Inc., a Corporation.

Kathleen Niehus
Notary Public for Oregon
My Commission Expires: 5-5-2003

OFFICIAL SEAL
KATHLEEN NIEHUS
NOTARY PUBLIC-OREGON
COMMISSION NO. 323166
MY COMMISSION EXPIRES MAY 5, 2003

3/20
CONDITIONS, COVENANTS AND RESTRICTIONS

FOR

OAK KNOLL

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR OAK KNOLL, YAMHILL COUNTY, OREGON.

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR OAK KNOLL, YAMHILL COUNTY, OREGON (the "Declaration") is hereby made and executed this 12th day of September 1995, by Willamette Hills Associates, L.L.C. (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all that certain real property located in Yamhill County, Oregon and legally described as Lots 1 through 41, Oak Knoll as has been platted and designated as Oak Knoll according to the map and plat thereof on file with and in the official records of Yamhill County, Oregon.

WHEREAS, Declarant desires to subject lots 1 through 41, Oak Knoll to the conditions, covenants and restrictions contained herein for the benefit of all of the lots in Oak Knoll and their present and subsequent Owners.

WHEREAS, Declarant is the owner of adjacent property legally described on Exhibit "I" which property Declarant currently plans to subdivide into additional residential lots ("Expansion Property").

Page 1 of 17 - CONDITIONS, COVENANTS AND RESTRICTIONS
WHEREAS, there is adjacent property legally described in Exhibit “2” which is owned by third parties (“Adjoining Owners”) who currently plan to subdivide the property into residential lots and make it part of the Oak Knoll subdivision (“Adjoining Property”).

NOW, THEREFORE, Declarant hereby declares that lots 1 through 41, Oak Knoll are and shall be held upon and conveyed subject to the covenants, conditions, restrictions, reservations and charges hereinafter set forth.

SECTION 1 - DEFINITIONS.

The following words and terms, when used in this Declaration, and supplemental Declarations or any changes, amendments or modifications hereto, shall have the following meanings:

1.1 “Association” shall mean the Oak Knoll Homeowners Association.

1.2 “Lot” shall mean and refer to any of the numbered parcels shown of any recorded subdivision map or plat of Oak Knoll; any portion of the Expansion Property which Declarant makes subject to the terms hereof; and any portion of the Adjoining Property the owner of the Adjoining Property makes subject to the terms hereof.

1.3 "Owner" shall mean and refer to the Owner of record, whether one or more persons or entities, of an interest in and to any Lot which is part of Oak Knoll, including contract sellers, but excluding those having such interest merely to secure performance of an obligation (collectively "Owners").

1.4 "Street" shall mean and refer to any street, alley, public way, highway, cul-de-sac or other thoroughfare providing a means of access and shown of any recorded subdivision map or plat of Oak Knoll.

1.5 "Design Review Committee" shall mean and refer to the Declarant, its agents, employees and appointees, until all Lots, including Lots later added by Declarant, have been sold by Declarant and Lots later added by Adjoining Owners have been sold by Adjoining Owners, at which time the Design Review Committee shall be appointed by the Association. If the Association has taken over responsibility for the Design Review Committee, and Declarant or Adjoining Owners later add additional Lots to Oak Knoll and make such Lots subject to these Covenants, Conditions and Restrictions, the Declarant shall have the rights and powers of the Design Review Committee as it relates to the additional Lots added.

1.6 "House" shall mean and refer to a detached dwelling, intended for use and occupancy by not more than one family, having complete living facilities and constituting one dwelling unit. This term shall also include and refer to a garage and any accessory buildings or portions of the principal building used for the parking or storage of vehicles.
1.7 "Mortgagee" shall mean the holder of a mortgage on real property in Oak Knoll and shall have the meaning set forth in ORS 86.010, et seq., and shall include beneficiaries of deeds of trust.

SECTION 2 - HOMEOWNERS ASSOCIATION PROVISIONS

2.1 The Association is intended to be a de minimus planned community as established by ORS 94.570(2)(b) which states a de minimus planned community is one:

"(b) For which the estimated total annual assessment against all Lots in the planned community for maintenance and for the reserves required under ORS 94.595 does not exceed the greater of two percent of the estimated value of all Lots against which the assessment will be levied or the product of $360 multiplied by the total number of Lots in the planned community. For purposes of this paragraph, the estimated value includes the sewers, water systems and streets but not any structures. The assessment estimate under this paragraph:

(A) Shall include current costs for any services which the declarant will be providing at less than cost during the period the declarant is marketing the Lots and which the Association will have to provide at cost after the declarant no longer performs these services. Current costs shall be based on competitive current rates for alternative professional services for such items as landscape and pool maintenance.

(B) Shall include maintenance and reserve account estimates based on figures obtained from the department of the city, county or district which would normally perform or contact for services which instead are provided by the planned community.

(C) Shall be conclusively presumed to have been made in good faith if one year after the declarant no longer provides any services at less than cost, the total assessment for maintenance and reserves does not exceed three percent of the current assessed value of these Lots not including structures on the Lots."
2.2 The method of determining voting rights, the liability of each Lot and the right of each Lot to any common profits of the Association shall be as follows:

2.2.1 The allocation of votes to Lots shall be one (1) vote per Lot, except for Lots owned by declarant which shall have four (4) votes per Lot.

2.2.2 All owners and contract purchasers of Lots in Oak Knoll shall be members of the Association.

2.2.3 Any Lot owner failing to pay his or her proportionate share of costs assessed by the Association within thirty (30) days after it becomes due shall be liable for interest at the rate of the prime rate at First Interstate Bank plus four (4) percentage points. The prime rate will be measured as of the date the assessment is delinquent. Costs of collection of such assessment, including attorney fees, and all such unpaid amounts and interest shall become a lien on the Lot or Lots to which such amounts are attributable. No assessment will be levied against Lots while owned by Declarant.

2.2.4 All common profits of the Association shall be allocated equally to each Owner.

2.3 There shall be no restrictions on the alienation of Lots. A Lot may not be divided but may be combined with other Lots, with the approval of the Association and only in compliance with all applicable laws and ordinances.

2.4 Except as stated herein, the intended use of each Lot is residential. No commercial activity shall be carried out, including, but not limited to, vehicle repairs. Owners may engage in repairs of their own automobiles as long as such activities are limited to minor repairs or are carried out in areas not visible from the street. Inoperable vehicles may not remain on any Lot more than 3 days unless housed completely inside a garage and not visible from the street.

2.5 The Association shall be established when 100% of Lots 1 through 41 have been sold by Declarant to third parties. Declarant shall call a meeting for the purpose of turning over administrative responsibility for the planned community to the Association. The declarant shall give notice of the meeting to each Owner. Upon activation of the Association the bylaws to the Association shall take effect and govern the Association's activities. At said meeting the owners shall elect a board of directors in accordance with the bylaws of the Association.

At the turnover meeting the declarant shall turnover to the Association the responsibility for the administration of the Association and said Association shall accept the administrative responsibility. The declarant shall deliver:

2.5.1 the original or a photocopy of the recorded declaration and copies of the bylaws of the planned community and any supplements and amendments to the bylaws;
2.5.2 the minute books, including all minutes, and other books and records of the Association and the board of directors;

2.5.3 all rules and regulations adopted by the declarant;

2.5.4 all funds if any of the Association and control of all such funds;

2.5.5 all tangible personal property that is or is intended to be property of the Association, and an inventory of the property, if any;

2.5.6 copies of any income tax returns filed by the declarant in the name of the Association, and supporting records for the returns, if any;

2.5.7 all bank signature cards, if any;

2.5.8 an operating budget for the portion of the planned community turned over to Association administration;

2.5.9 a copy of "as-built" architectural, structural, engineering, mechanical, electrical and plumbing plans, if available;

2.5.10 the plans for underground site service, site grading, drainage and landscaping together with cable television drawings;

2.5.11 any additional plans and information relevant to future repair or maintenance of Oak Knoll; and

2.5.12 insurance policies;

2.5.13 any permits issued by governmental bodies applicable to the planned community in force or issued within one year before the date on which the Owners assume administrative responsibility of the Association;

2.5.14 a roster of Owners and their addresses and telephone numbers, if known, as shown on the records of the Declarant;

2.5.15 employment or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the service; and

2.5.16 any other contracts to which the Association is a party.

2.5.17 In order to facilitate an orderly transition during the three month period following the turnover meeting, the Declarant or an informed representative shall be available to
meet with the board of directors on at least three mutually acceptable dates to review the documents covered above.

SECTION 3- COMMON SCHEME RESTRICTIONS.

The following restrictions are hereby imposed as a common scheme upon each Lot of Oak Knoll for the benefit of every other Lot in Oak Knoll and may be enforced by any Owner or the Declarant:

3.1 No Lot shall be used for any purpose other than for the construction and occupancy of a House thereon and for residential purposes thereof.

3.2 No animals, livestock, poultry or fowl of any kind shall be raised, kept or permitted upon any Lot or in any part of Oak Knoll except: domestic dogs, cats and caged pet birds provided such are not a nuisance to any resident within Oak Knoll. Caged pet birds shall be kept within a House.

3.2.1 No animal shall be allowed to become a nuisance to any resident within Oak Knoll.

3.2.2 All dogs, cats and birds permitted under this subsection shall not be kept, bred or raised for commercial purposes or be maintained in unreasonable numbers.

3.3 No Lot nor any area in or part of Oak Knoll shall be used for the purpose of exploring for, taking therefrom or the production of gas, oil or any other hydrocarbon or mineral substance.

3.4 No noxious or offensive activity shall be permitted upon any Lot or in any area or part of Oak Knoll, nor shall anything be done or maintained thereon that may be or become an annoyance or nuisance to any Owner or detract from the value of Oak Knoll as a high-class residential neighborhood.

3.5 No House or any building or structure shall be occupied in any manner while under the course of original construction or until it complies with all governmental standards for occupancy and use as a residential structure. All construction activity of any type or kind within Oak Knoll and upon any Lot or any area in or part therein shall be prosecuted diligently and continuously from the time of commencement until complete. All exterior and visible portions of all Houses, buildings, fences, walls or other structures placed on any Lot, in any area in or part of Oak Knoll shall be constructed of new and high-grade materials, unless the use of materials that are not new or other than high-grade have been specifically approved by the Design Review Committee. No Houses, buildings or structures constructed elsewhere shall be moved onto or placed upon any Lot, any area or part of Oak Knoll without the express written approval of the Design Review Committee. This provision shall not prohibit or restrict the erection, installation, movement and use of temporary trailers or structures provided such are
exclusively incidental to the sale of Lots and construction and sales of Houses upon any Lot, any area in or part of Oak Knoll, provided such have been specifically approved by the Declarant.

3.6 No trucks rated in excess of one (1) ton, heavy or light equipment (excluding typical non-commercial landscaping maintenance equipment) or any commercial vehicles shall be used, placed, erected, constructed or maintained for any purpose on any Lot or in any part of Oak Knoll, including the streets or access ways unless completely enclosed. This restriction shall not prohibit commercial vehicles from making pickups or deliveries within Oak Knoll nor prohibit or restrict trucks or commercial vehicles that are necessary for the construction of Houses, other buildings or future development by the Declarant to include but not limited to road construction, land clearing, tree removal, etc., or the maintenance thereof within Oak Knoll. Activity or usage in connection with construction projects shall be limited to 7:00 a.m. to 6:00 p.m. Monday through Saturday and 8:00 a.m. to 5:00 p.m. Sundays of any week.

3.7 No personal property such as a trailer, recreational vehicle, boat, camper unit or tent shall be placed, stored or parked on any Lot, or in any part of Oak Knoll for a period of time in excess of fourteen (14) days in any calendar year; except such personal property owned by a Lot owner may be parked or stored in an area of the Lot that does not lie between the front or side of any House and the public street and in such a manner so that it is not a nuisance to any Owner and will not detract from the value of Oak Knoll. No boat, bus, truck, recreational vehicle or inoperable vehicle shall be placed, stored or parked on any Lot, or in any part of Oak Knoll at any time unless enclosed or screened from public view.

3.8 Each Lot shall provide adequate room for the parking of private vehicles. No private vehicle parking shall be allowed on any Street, except as may be necessary in connection with construction activities or as may be required to perform other obligations required hereunder.

3.9 No motorcycle, All Terrain Vehicle or any other motorized recreational vehicle shall be operated on any Lot, or in any part of Oak Knoll except on Streets and then only as a means of transportation and provided its operation does not become an annoyance to any other Owner of any other Lot in Oak Knoll.

3.10 No television, radio aerials or antennas shall be permitted upon any Lot, House or any part of or area in Oak Knoll. Satellite receivers and dishes shall be permitted upon any Lot, House or any part of or area in Oak Knoll only if such are screened from view of any Street. All utilities shall be installed underground.

3.11 No Lot, or area in or part of Oak Knoll shall be used or maintained as a dumping site or depository for rubbish, refuse, trash, garbage or any other form or type of waste. Any such waste may be temporarily stored in a location visible from any Street within Oak Knoll for not more than twenty-four (24) hours provided it is stored in a suitable and sanitary container until such waste is picked up or removed. Any containers or other equipment for the storage or disposal of such waste shall be maintained and operated in a safe and sanitary manner and shall not cause or be a form of nuisance to any resident in Oak Knoll. Trimmings, cuttings and like
debris may be composted on any Lot provided they are maintained in a singular enclosed location not visible from any Street and so as not to become an annoyance or nuisance to any other resident in Oak Knoll.

3.12 No Lot or other area in Oak Knoll shall have a clothesline or any similar device or structure located so as to be visible from any street in Oak Knoll. Street address and name signs shall conform to and comply with a common design, color and materials plan and scheme selected by the Declarant. No changes or alterations to such scheme are permitted without the prior consent of the Design Review Committee.

SECTION 4- SPECIFIC BUILDING RESTRICTIONS.

4.1 No House, garage, fence, wall or other structure or building upon any Lot, or in any area or part of Oak Knoll shall be erected or constructed unless and until a complete set of plans and specifications therefor has been submitted to, reviewed and approved in writing by the Design Review Committee. Said plans and specifications shall include, but not necessarily be limited to, the exterior color scheme, exterior materials, landscaping of the House, building or structure to be erected or constructed that is visible from any Street and be in sufficient detail so as to permit a reasonable determination of the nature, style and finish of the complete structure. Plans should also include all areas of the Lot that are to remain in their native state.

4.2 No construction or other work on, alterations to, or activity related to such construction or other work for or to any House, building or structure on, or to be erected or constructed on any Lot, or any area in or part of Oak Knoll shall be undertaken unless and until the Design Review Committee has specifically approved such work and authorized its commencement in writing. The Owner, its contractor, subcontractors, agents, employees, guests and invitees, shall comply with any and all governmental regulations, codes and ordinances concerning such work and hereby indemnify and agree to hold the Design Review Committee harmless from any claim, loss or liability, including reasonable attorneys' fees arising from or relating to such work.

4.3 In the event the Design Review Committee or its designees and agents fail to approve or disapprove any submission made in accordance with the provisions of this Section within thirty (30) days after such submission, approval will not be required and the provisions of this Section will be deemed to have been fully complied with.

4.4 Any agent, officer, employee, or designee of the Design Review Committee may, after reasonable notice and during normal business hours or at any other reasonable time, enter into and inspect any and all construction activity or maintenance work to determine compliance with this Section and this Declaration. Persons conducting such inspection shall not be deemed to be guilty of trespass in the course of performing such duties or other activities related thereto.

4.5 The Design Review Committee may cause any construction or maintenance work or activity not specifically authorized by this Section or not being performed in strict compliance with the terms or conditions or prior authorization or approval to be terminated immediately, or
changes or corrections made as to make such construction or maintenance work comply with the terms conditions of such prior authorization or approval. All Owners, their contractors, subcontractors, agents and employees do hereby acknowledge the right of the Design Review Committee to terminate such construction or maintenance work, to direct the Owner to make changes or modifications thereto and Owner agrees to respond promptly to requests for changes or corrections to comply with objections of the Design Review Committee.

4.6 The following standards shall apply to the Lots identified below:

4.6.1 Lots 1 through 23 ("Zone 1"):

4.6.1.1 The total square footage of any House excluding open porches, decks, and garage shall be not less than 1,000 square feet.

4.6.1.2 Each House must have a two car garage which may be detached.

4.6.1.3 Roof shall be made of 25 year composition or better.

4.6.1.4 Siding installed on the street side of the House must be lap siding or better.

4.6.2 Lots 24 through 28 and Lot 41 ("Zone 2"):  

4.6.2.1 The total square footage of any House excluding open porches, decks, and garage shall be not less than 1,400 square feet.

4.6.2.2 Each House must have at least a two car garage which must be attached to the House.

4.6.2.3 Roof shall be made of 25 year architectural composition or better.

4.6.2.4 Siding installed on the street side of the House must be lap siding or better.

4.6.3 Lots 29 through 40 (Zone "3"):

4.6.3.1 The total square footage of any House excluding open porches, decks, and garage shall be not less than 2,000 square feet.

4.6.3.2 Each House must have at least a two car garage which must be attached to the House.
4.6.3.3 Roof shall be made of 25 year architectural composition or better.

4.6.3.4 All siding installed on the House must be lap siding or better.

4.6.4 Exterior Trim and Other Features. Exterior trim, doors, railings, decks, eaves, gutters and exterior finish of garages and other accessory buildings shall be designed, built and maintained so as to be compatible and in harmony with the structure they adjoin.

4.6.5 Windows. The frame materials used for windows in all Houses shall be composed of and constructed with materials and finished in such a manner as to be compatible and in harmony with the House in which such windows are installed. In no event may any window frame or divider materials be unfinished or painted or anodized in a manner and color not acceptable to the Design Review Committee.

4.6.6 Landscaping. Not more than six (6) months after the substantial completion of any House erected or constructed in Oak Knoll, the yards of the Lot upon which said House has been erected or constructed that are visible from any street, shall be fully and completely landscaped in accordance with the plan for such landscaping submitted to and approved by the Design Review Committee according to the provisions of this Section. Owner's are strongly encouraged to use sod for the plantings of lawns. No review or approval of the non-visible yard landscaping by the Design Review Committee is required. At all times after substantial completion of the construction of a House on a Lot in Oak Knoll and before the installation of landscaping, all Yards shall be maintained so as not to be offensive in appearance nor cause or present any sort or form of hazardous or dangerous condition. In the event of undue hardship caused by weather conditions, reasonable extensions of the time required to comply with these provisions regarding the installation of landscaping may be granted upon written approval of the Design Review Committee. All landscaping installed in and on any Lot in Oak Knoll shall have, as some portion thereof and not necessarily limited to, a grass lawn together with trees, shrubs and other plantings as appropriate. In addition, the landscaping plan and the elements thereof for any Lot in Oak Knoll shall be in harmony and be consistent with the landscaping previously installed in and on other Lots in Oak Knoll. Additional clearing and tree removal is not to be restricted by this Section.

4.6.7 Street Trees. Each Lot shall have installed on it the number and type of street trees required under any landscaping plan submitted by Declarant and approved by the City of Newberg. Each Owner shall pay to Declarant, upon demand, the amount necessary for Declarant to install the street trees on Owner's Lot. Upon receipt of payment, Declarant shall have the street trees installed. In the event an Owner fails or refused to pay Declarant the cost of the street trees, Declarant shall have a lien upon the Lot for the cost of the street trees, which lien may be perfected and foreclosed as provided under Oregon statutes.
4.6.8 Setbacks from Property Lines. Minimum setbacks on all Lots in Oak Knoll shall be governed by the Northwest Newberg Specific Plan or City of Newberg Code.

4.6.9 Height Restrictions. Standard City and County height restrictions apply to all Lots.

4.6.10 Driveways to be Paved. All driveways from the Street to the House shall be paved. No dirt or gravel driveways shall be permitted except temporarily during construction of the House.

4.6.11 Design and Style of Houses, Out Buildings and Other Structures. Houses, out buildings, detached garages, barns and all other structures and improvements or alterations thereto shall be constructed and maintained utilizing high-quality materials and workmanship and be of such character, style and design as to be in harmony with surrounding Houses, structures and the general area. All Houses, out buildings, detached garages where allowed, or any other structures erected, constructed or maintained in Oak Knoll shall comply in all respects with the provisions of this Declaration and all building codes, ordinances and regulations including, but not necessarily limited to, the Uniform Building Code and the applicable codes and ordinances of City of Newberg, County of Yamhill and the State of Oregon.

4.6.12 Guidelines and Discretion. The Design Review Committee shall have the authority to promulgate and issue and thereafter amend from time to time, design guidelines which shall be binding upon all Owners of Lots as set forth herein. The Design Review Committee, in its sole discretion, may withhold approval of any proposed improvements or other matter under their jurisdiction if such proposed improvement would be inconsistent with the provisions contained herein or would be incompatible or not in harmony with the design standards of and for Oak Knoll. Considerations such as siting, shape, size, color, design, height, impairment of view and other effects on the enjoyment of other Owners of Lots, as well as any other factors which the Design Review Committee believes to be relevant, may be taken into account by the Design Review Committee in determining whether or not to approve any proposed improvement or other matter under its jurisdiction.

4.6.13 Non-waiver. Approval or disapproval by the Design Review Committee of any matter proposed to them or within their jurisdiction shall not constitute a precedent or waiver or impair in any manner whatsoever the right of the Declarant or the Design Review Committee to grant or withhold approval as to any similar matter thereafter proposed or constructed.

4.6.14 No liability. Neither the Design Review Committee, nor any member thereof, shall be liable to any Owner, occupant, or other person or entity for any damage or loss suffered or claimed as a result of any action or failure to act on the part of the Design Review Committee.
SECTION 5- EASEMENTS.

Declarant hereby grants and reserves unto itself, its successors and assigns, and any and all others that will or may conduct or perform public or quasi-public utility services or functions, all those easements indicated upon the official map and plat of Oak Knoll recorded in the records of Yamhill County, Oregon, for the purposes noted thereon and as follows:

Ingress, egress, installation, repair and maintenance of all utilities, including, but not limited to, water, storm and sanitary sewer, gas, telephone, electricity, a master or cable television system and sign monuments.

SECTION 6- SIGNAGE.

6.1 No sign or other advertising device shall be erected or constructed upon or placed within or on any Lot, House, building, structure or in any area or part of Oak Knoll except one (1) sign not larger than eighteen (18) inches by twenty-four (24) inches advertising such House for sale.

6.2 Section 1 of this Section shall not prohibit, limit or restrict Declarant in any way from erecting or constructing or authorizing the erection and construction of any sizes or types of signs indicating the name, features or availability of Lots or Houses within Oak Knoll as being for sale, lease or rent.

SECTION 7- MAINTENANCE AND ASSESSMENTS

7.1 Oak Knoll has or will have certain improvements which are for the benefit of all Lots. These improvements include: Sign monuments to be installed on Lot 29, Oak Knoll; traffic circle at intersection of Foothills Drive and Center Street; planter strips along Foothills Drive; and street trees on each Lot. In addition, Declarant and Adjoining Owners may dedicate common areas to the Association for the use of all Owners. All of the common areas and improvements are collectively called "Common Improvements".

7.2 Oak Knoll has alleys ("Alleys") from which certain Lots will have driveway access. It is anticipated that the Expansion Property will have additional Alleys and Lots in the Expansion Property will adjoin the existing Alleys. All costs to maintain each Alley shall be borne by the Lots adjoining each Alley.

7.3 After the Turnover Meeting, the Association shall be responsible for maintaining and repairing the Common Improvements and the Alleys on an "as needed" basis. Each year the Association shall budget the amount needed for normal anticipated maintenance and repair work for the coming year. Each Owner shall be responsible for the maintenance of the sidewalks abutting his Lot, including any damage caused by the street trees.

7.4 Upon completion of the budget of the anticipated costs, the Association shall notify each Owner of their proportionate share of such costs by sending to each Owner a "Notice of
Each Owner shall pay the amount specified in the Notice of Assessment to the Association within thirty (30) days of the date of the Notice of Assessment. All sums collected shall be deposited into an escrow account established by the Association. Such funds shall be used only for the maintenance, repairs and any replacements required by this Section. The Association may not accumulate excess funds from year to year unless specifically budgeted for an anticipated "major" maintenance, repair or replacement item which will occur in a future year.

7.5 If any unanticipated maintenance, repairs or replacements to the Common Improvements or Alleys are required, the Association shall send a special Notice of Assessment notifying all Owners, or the affected Owners of an Alley, of the anticipated or actual cost of such maintenance, repairs and/or replacement. The Owners shall pay their share of such costs as provided in paragraph 7.4.

7.6 Any amounts assessed to an Owner under this Section 7 shall be the personal obligation of each Owner and shall automatically become a lien upon the Lot as of the date of the Notice of Assessment. The Association may record the Notice of Assessment to perfect the lien. If any Owner fails to pay his or her share of the assessment within 30 days after the Notice of Assessment, the Association may foreclose its lien as provided in ORS Chapter 88. The Association shall be entitled to recover its reasonable attorney fees, title search fees and all other cost associated with such foreclosure. All such costs shall also be secured by the lien.

SECTION 8- MAINTENANCE OF LOTS

8.1 Each Owner of any Lot in Oak Knoll shall maintain the condition of said Lot and any and all improvements thereon including, without limitation, any House, building, fencing, structure, landscaping, sidewalks, driveways, trees, shrubs or other vegetation thereon in a reasonably clean, neat, attractive and visually pleasing manner so as to not detract from Oak Knoll being a high-class residential neighborhood.

8.2 The duty of every Owner of any Lot in Oak Knoll as to maintenance and repair shall extend and include the area between the property line of any Lot and the nearest curb or improved Street, including utility easements.

8.3 The Association shall have the right to, upon the giving of thirty (30) days written notice and having received no response from the Owner of any Lot who fails to comply with the standards and provisions for maintenance and having knowledge that said Owner has in fact received such notice, enter into said Lot and accomplish such maintenance, such as mowing unsightly areas or pruning of planted trees or bushes that impede views, painting or repairing fencing and such other work as is reasonably necessary to effectuate compliance with standards for maintenance. Costs incurred for such repairs or work shall be paid immediately by the non-complying Owner after presentation of a billing. Any billing which remains unpaid for thirty (30) days after presentation, may be recorded and will, upon recording, become a lien on such Lot. Such lien may be enforced and foreclosed as provided in paragraph 7.6. Non-compliance with standards and provisions in connection with a residential structure are to be reported to the
Oak Knoll Design Review Committee which will have the responsibility of effecting compliance.

SECTION 9- AMENDMENTS OR MODIFICATIONS

9.1 Prior to Declarant conveying seventy-five percent of Lots 1 through 41, Declarant may amend this Declaration at any time with 30 days prior notice to all Owners.

9.2 This Declaration may be amended or modified by an instrument signed by not less than seventy-five percent (75%) of the then Owners of Lots in Oak Knoll after seventy-five percent (75%) of Lots 1 through 41 in Oak Knoll have been conveyed to Owners by the Declarant.

9.3 Any and all amendments or modifications to this Declaration must be in writing and shall be recorded as an amendment or modification to this Declaration in the official and public records of Yamhill County, Oregon.

SECTION 10- PHASING OF DEVELOPMENT.

10.1 Declarant and Adjoining Owners currently anticipate developing the Expansion Property and Adjoining Property as shown on the preliminary plat attached as Exhibit “3.” It is anticipated that those Lots identified as in Zone 1 shall be subject to the minimum size and other requirements contained in section 4.6.1, those Lots identified as in Zone 2 will be subject to the minimum size and other requirements contained in section 4.6.2, those Lots identified as in Zone 3 will be subject to the minimum size and other requirements contained in section 4.6.3.

10.2 Declarant and/or Adjoining Owners may make part or all of the Expansion Property or Adjoining Property subject to these Covenants, Conditions and Restrictions by recording a declaration to that effect in the County Recorder’s Office.

10.3 Nothing contained herein shall be deemed to require any or all of the Expansion Property or Adjoining Property to be made subject to these Covenants, Conditions and Restrictions unless and until a declaration to that effect is recorded. Nothing contained herein shall require Declarant and/or Adjoining Owners to develop the Expansion Property and/or Adjoining Property in compliance with the attached Exhibit “3.” The development of the Expansion Property and/or Adjoining Property may be in any number of phases containing any number of Lots and in such manner as Declarant and/or Adjoining Owners may so elect. For the purpose of interpreting and applying the provisions of this Declaration, the number of Lots in Oak Knoll shall not be any particular phase or combination of phases, but shall be the entire number of Lots undertaken by Declarant and subjected to these Covenants, Conditions and Restrictions.

10.4 Upon any portion of the Expansion Property or Adjoining Property becoming subject to these Covenants, Conditions and Restrictions, the Owners of the Lots contained in such property shall automatically become members of the Association.
SECTION 11- DURATION.

The covenants, conditions and restrictions of this Declaration and any and all amendments and modifications hereto shall run with and bind the land and inure to the benefit of any and all Owners of Lots in Oak Knoll, their legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded in the official and public records of Yamhill County, Oregon. After such date, this Declaration and any and all amendments and modifications hereto shall be automatically extended and renewed for successive periods of ten (10) years unless and until an instrument terminating this Declaration signed by the then Owners of seventy-five percent (75%) of the Lots has been executed and recorded in the official records of Yamhill County, Oregon prior to the commencement of any ten (10) year period.

SECTION 12- OTHER PROVISIONS.

12.1 In constructing this Declaration, or any part hereof, stipulations that are necessary to make this Declaration or any of its terms or provisions reasonable are hereby implied. Invalidation of any of the provisions of this Declaration shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

12.2 The provisions of this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant, the Association and the Owner or Owners of any Lot or Lots, their legal representatives, successors, heirs and assigns. Failure by the Declarant, the Association or any Owner or Owners of any Lot or Lots, their legal representatives, successors, heirs or assigns to enforce any condition, charge or restriction of this Declaration shall in no event be deemed a waiver of the right to do so.

12.3 Any or all of the rights, powers and reservations of Declarant contained herein may be assigned by Declarant without any diminution of such rights, powers and reservations and without the prior consent of any of the Owners.

12.4 By the recording of this Declaration, each Owner shall be deemed to have consented and agreed to every term, condition, covenant and restriction contained herein.

12.5 Neither Declarant nor any successor, assign, employee, agent or other representative of Declarant shall be liable to any Owner or to any other person for its enforcement or failure to enforce any provisions of this Declaration. Each Owner, by acquiring such Owners' interest in a Lot, agrees to not bring any action or suit against Declarant nor any successor, assign, employee, agent or other representative of Declarant, and not to seek to recover any such damages or to seek any other relief, including, without limitation, equitable relief, by reason of any enforcement or failure to enforce any provision of this Declaration. Each Owner shall and does, by taking title to or occupying any portion of any Lot, agree to defend, indemnify and hold Declarant and Declarant's successors, assigns, employees, agents and other representatives harmless from any claim, loss, damage, cost or expense, including,
without limitation, reasonable attorneys' fees arising out of the use, operation, ownership, occupancy or condition or state of repair of any Lot owned by such Owner.

12.6 Mortgage Protection.

12.6.1 Notice. Upon written request to the Design Review Committee by an Owner identifying the name and address of a Mortgagee and the legal description of the Lot, any such Mortgagee shall be entitled to receive written notice of all decisions of the Design Review Committee that directly affect that Lot.

12.6.2 Consent Required. Except upon the approval of Mortgagees holding Mortgages of Lots which have at least seventy-five percent (75%) of the votes of Lots which are subject to Mortgages, no amendments may be made to this Declaration which add to or amend any material provision of the Declaration which establish, provide for, govern or regulate any of the following:

12.6.2.1 Voting;

12.6.2.2 Assessment, assessment liens, or subordination of liens;

12.6.2.3 Responsibility for maintenance and repair of the several portions of the Property;

12.6.2.4 Imposition of any right of first refusal or similar restriction of the right of any Owners to sell, transfer or otherwise convey such Owners' Lot; and

12.6.2.5 Any provisions which are for the express benefit of Mortgagees.

12.6.3 Termination. Termination of this Declaration shall require the consent of not less than seventy-five percent (75%) of the Mortgagees holding an interest in Lots. Any such Termination of this Declaration shall be carried out by the Owners pursuant to the provisions of the Declaration, and only after a vote of the Owners as required by this Declaration.

12.6.4 Limitation. The provisions of paragraph 12.6.2 are intended only to be a limitation on the right of the Owners to amend the Declaration, and any such amendments to the Declaration shall be made only upon full compliance with the provisions of such relating to the procedure and percentage of votes required for such amendment in addition to Section 9.

12.6.5 Deemed Approval by Mortgagees. Any Mortgagee who receives a written request to approve an amendment to the Declaration or any other action to be taken by the Board, Association, or Owners shall be deemed to have given such approval unless such Mortgagees written objection to such action is delivered to the Association within thirty (30) days after the date of the written request.
IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first written above.

Declarant: Willamette Hills Associates, L.L.C.

By: [Signature]
A. Paul Brenneke
President, NSP Development, Inc., Member

STATE OF OREGON
COUNTY OF Yamhill

Personally appeared before me on the 15th day of September, 1995, the above-named A. Paul Brenneke who did say he was President of NSP Development, Inc., a member of Willamette Hills Associates, L.L.C. and that this instrument was signed in behalf of said limited liability company by authority of its Operating Agreement and acknowledged that he executed the foregoing as its voluntary act and deed.

[Notary Seal]
[Signature]
Notary Public for Oregon,
My Commission expires: 5/47

[Notary Seal]
[Signature]
Notary Public for Oregon,
My Commission expires: 5/47

Page 17 of 17 - CONDITIONS, COVENANTS AND RESTRICTIONS
Statement of Association Information
for
OAK KNOLL HOMEOWNERS ASSOCIATION
(pursuant to ORS 94.667)

Name of Association: The name is Oak Knoll Homeowners Association

Treasurer Information: The authorized representative to receive assessments for the Association is:
Northwest Community Management Company
PO Box 23099
Tigard, Oregon 97281-3099
(Tel) 503-670-8111

Property Subject to Assessment by the Association:
Oak Knoll
Plat Records of Yamhill County, Oregon

Documents Recorded in the Deed Records of Yamhill County, Oregon:
Declaration of Covenants, Conditions and Restrictions of Oak Knoll, A Planned Community, recorded as Instrument No. 199514666, as amended by documents recorded as Instrument(s) No. .
Annexation of Real Property to Oak Knoll and Amendments to Declaration of Covenants, Conditions and Restrictions of Oak Knoll, A Planned Community recorded as Instrument No.

I, Marshall Fant, being first duly sworn, say that I am the Agent for the Oak Knoll Homeowners Association named in the foregoing instrument; that I have knowledge of the facts therein set forth; that all statements made in this instrument are true and correct as I verily believe.

Marshall Fant, Agent

SUBSCRIBED AND SWORN to before me this 18 day of July, 2003,

By Marshall Fant

NOTARY PUBLIC FOR OREGON

[Signature]

OFFICIAL SEAL
TINA L. BROWN
NOTARY PUBLIC OREGON
COMMISSION NO. 337771
MY COMMISSION EXPIRES AUG. 24, 2004
Statement of Association Information
for
OAK KNOLL HOMEOWNERS ASSOCIATION
(pursuant to ORS 94.667)

Name of Association: The name is Oak Knoll Homeowners Association Inc

Treasurer Information: The authorized representative to receive assessments for the Association is:
Superior Community Management Company
PO Box 1549
Sherwood, Oregon 97140
(Tel) 503-925-1832

Property Subject to Assessment by the Association:
Oak Knoll
Plat Records of Yamhill County, Oregon

Documents Recorded In the Deed Records:
Declaration of Covenants, Conditions and Restrictions of Oak Knoll,
A Planned Community, recorded as Instrument No. 199514666 as amended by documents recorded as Instruments No.

of Yamhill County, Oregon:
Annexation of Real Property to Oak Knoll and Amendments to Declaration of Covenants, Conditions and Restrictions of Oak Knoll, A Planned Community recorded as Instrument No.

I, Robert C Brown, being first duly sworn, say that I am the Agent for the Oak Knoll Homeowners Association named in the foregoing instrument; that I have knowledge of the facts therein set forth; that all statements made in this instrument are true and correct as I verily believe

Robert C. Brown, Agent

SUBSCRIBED AND SWORN to before me this 22nd day of March, 2007,

By Robert C. Brown
NOTARY PUBLIC FOR OREGON

OFFICIAL SEAL
JUDI A VOLK
NOTARY PUBLIC - OREGON
COMMISSION NO. 385090
MY COMMISSION EXPIRES SEPTEMBER 23, 2009
THE GLEN AT OAK KNOLL NO. 2
A SUBDIVISION OF THE REMAINDER OF PARCEL 2, PARTITION PLAT 1997-35
LOCATED IN THE WILLIAM T. WALLACE DONATION LAND CLAIM, NO. 47
IN THE NORTHEAST QUARTER OF SECTION 7 AND THE NORTWEST QUARTER OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 2 WEST, WILLOMA MEMORIAL METERIEN
CITY OF NEWBERG, YAMHILL COUNTY, OREGON

SURVEYOR'S CERTIFICATE
J. ROGER A. CAMPBELL, A REGISTERED LAND SURVEYOR IN THE STATE OF
OREGON, DO HEREBY SAY THAT I HAVE CORRECTLY SURVEYED AND DESCRIBED
WITH CAREFUL, HEREDITARY THE LAND REPRESENTED ON THE ATTACHED MAP OF
"THE GLEN AT OAK KNOLL NO. 2", AND THAT THE INITIAL POINT AND TRUE
POINT OF BEGINNING, NOW MARKED BY A 1/2 INCH IRON PIN AT THE NORTHWEST
CORNER OF LOT 1, "THE GLEN AT OAK KNOLL"; THE WEST LINE OF EAST LOT 1 AND CONTINUING WITH THE WEST LINES OF LOTS 2, 3 & 4, "THE GLEN AT OAK KNOLL"; SOUTH 00°00'00" WEST 84.70 FEET
TO A POINT ON THE SOUTH LINE OF "OAK KNOLL NO. 4"; THENCE
WITH SAID SOUTH LINE OF "OAK KNOLL NO. 4" THE FOLLOWING COURSES:
NORTH 89°56'54" WEST 16.30 FEET, NORTH 00°00'00" EAST 13.25 FEET, NORTH 00°00'00" WEST 60.00 FEET, NORTH 89°56'54" WEST 15.90 FEET TO THE NORTHEAST CORNER OF THAT
TRACT OF LAND DESCRIBED IN DOCUMENT NO. 199511825, YAMHILL COUNTY
DEED RECORDS; THENCE WITH THE NORTH AND WEST LINES OF SAID TRACT
DESCRIBED IN DOCUMENT NO. 199511825 THE FOLLOWING COURSES: SOUTH 89°56'54" WEST 114.05 FEET & WITH A CURVE TO THE LEFT HAVING A RADIUS OF 360.00 FEET THRU A CENTRAL ANGLE OF 06°50'36" AN ARC DISTANCE OF 2.41 FEET (CHORD BEARS SOUTH 2°41'33" EAST 1.94 FEET) TO A POINT ON THE NORTH RIGHT OF WAY OF BURLINGTON DRIVE,
THENCE WITH THE NORTH AND WEST RIGHT OF WAY LINES OF BURLINGTON
DRIVE THE FOLLOWING COURSES: SOUTH 89°56'54" WEST 37.06 FEET,
NORTH 89°56'54" WEST 42.46 FEET, WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET THRU A CENTRAL ANGLE OF 18°37'50" AN ARC LENGTH OF 36.60 FEET (CHORD BEARS SOUTH 18°37'50" EAST 20.41 FEET) TO THE NORTHEAST CORNER OF LOT 118, "OAK KNOLL NO. 4"; THENCE WITH THE NORTH LINE OF SAID LOT 118 AND CONTINUING WITH THE NORTH LINE OF LOTS 119 AND 120, "OAK KNOLL
NO. 4" NORTH 00°00'00" WEST 94.84 FEET TO THE SOUTHEAST CORNER
OF LOT 11, "THE GLEN AT OAK KNOLL"; THENCE WITH THE EAST AND
NORTH LINES OF SAID LOT 11 THE FOLLOWING COURSES: NORTH 00°00'00" EAST 83.31 FEET, NORTH 49°23'49" WEST 18.61 FEET TO THE SOUTHEAST CORNER OF PARCEL 1, PARTITION PLAT 1997-35;
THENCE WITH THE EAST AND NORTH LINES OF SAID PARCEL 1, PARTITION
PLAT 1997-35 THE FOLLOWING COURSES: NORTH 37°37'11" EAST 40.85
FEET, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET
THRU A CENTRAL ANGLE OF 05°41'00" AN ARC LENGTH OF 18.05
FEET (CHORD BEARS NORTH 59°41'00" WEST 18.49 FEET) WITH A CURVE
TO THE RIGHT HAVING A RADIUS OF 280.00 FEET THRU A CENTRAL ANGLE OF 18°37'54" AN ARC LENGTH OF 48.84 FEET (CHORD BEARS NORTH 22°07'28" WEST 61.90 FEET, SOUTH 49°23'49" WEST 28.20
FEET, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 280.00 FEET THRU A CENTRAL ANGLE OF 29°43'50" AN ARC LENGTH OF 18.71
FEET (CHORD BEARS SOUTH 29°43'50" WEST 18.67 FEET), SOUTH 49°23'49" WEST 15.85 FEET, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET THRU A CENTRAL ANGLE OF 18°37'54" AN ARC LENGTH OF 33.80
FEET (CHORD BEARS SOUTH 09°57'05" WEST 13.83 FEET), THENCE
WITH THE WEST LINES OF SAID PARCEL 1, PARTITION PLAT 1997-35 AND
CONTINUING WITH THE WEST LINE OF LOT 10, "THE GLEN AT OAK
KNOLL" SOUTH 00°00'00" WEST 65.00 FEET TO A POINT ON THE NORTHEAST
LINE OF "OAK KNOLL NO. 4"; THENCE WITH SAID NORTHEAST LINE OF "OAK
KNOLL NO. 4" NORTH 00°00'00" WEST 30.28 FEET, TO A POINT ON THE EAST
RIGHT OF WAY LINE OF M. COLLEGE STREET, STATE ROUTE 218, THENCE
WITH SAID EAST RIGHT OF WAY LINE OF M. COLLEGE STREET, STATE
ROUTE 218 NORTH 00°00'00" EAST 388.17 FEET TO A POINT ON THE
SOUTHEAST CORNER OF LAND DESCRIBED IN PARCEL 1 OF THIS
SUBDIVISION, AND FROM SAID POINT TO THE POINT OF BEGINNING CONTAINING 165,883 SQUARE FEET OF LAND

DECLARATION
KNOW ALL MEN BY THESE PRESENTS THAT FARWEST DEVELOPMENT, INC.,
OWNER AND CLAIMANT OF THE LAND HEREIN DESCRIBED, DOES HEREBY
DECLARE AND ASSURE THE EXECUTION OF THIS CERTIFICATE AND THE
ANNEXED MAP OF "THE GLEN AT OAK KNOLL NO. 2" AS SPECIFICALLY
DESIGNED IN THE ATTACHED SURVEYOR'S CERTIFICATE, A TRUE MAP
AND CLARIFY ALL, THAT THE LOTS AND ENTRANCES BEING OF
DIMENSIONS SHOWN HEREBY, FARWEST DEVELOPMENT, INC., HEREBY DEDICATES
TO THE PUBLIC FOREVER THE STREETS AND PUBLIC EASEMENTS AS SHOWN
HEREIN

WILLIAMS, PRESIDENT - FARWEST DEVELOPMENT, INC.

ACKNOWLEDGMENT
STATE OF OREGON
YAMHILL COUNTY

KNOW ALL MEN BY THESE PRESENTS, ON THIS 18 DAY OF AUGUST, 1997
BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY,
PERSONALLY APPEARED WILLIAMS REPRESENTING FARWEST
DEVELOPMENT, INC., AND SAID WILLIAMS SAID THAT HE REPRESENTS
FAREWEST DEVELOPMENT, INC. AS NAMED IN THE INSTRUMENT,
AND THAT HE EXECUTED SAID CERTIFICATE FREELY AND VOLUNTARILY

PETE P. GRAYSON
NOTARY PUBLIC

NARRATIVE
THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THAT PORTION OF PARCEL 1,
PARTITION PLAT 1997-35, RECEIVING THE PORTION CONVEYED TO KIPLING
IN DOCUMENT NO. 199511825, YAMHILL COUNTY DEED RECORDS.

THE BASIS OF BEARING FOR THIS SURVEY IS THE NORTH LINE OF PARCEL 2,
PARTITION PLAT 1997-35 AS DETERMINED BY HOLDING THE FOLLOWING
MARKS ON THE WEST LINE OF SAID PARCEL 2, PARTITION PLAT 1997-35 AS SHOWN HEREBY:

THE BEARINGS WERE TAKEN FROM SURVEY NO. 25-16793.

THE BOUNDARY OF THE ADJUSTED PARCEL 2, PARTITION PLAT 1997-35 AND
THAT TRACT DESCRIBED IN DOCUMENT NO. 19911636 AND SAID SURVEY
WAS HELD FOR THIS SUBDIVISION PLAT

STATE OF OREGON
COUNTY OF YAMHILL

YAMHILL COUNTY CLERK - RECORD
C.W. W. Kphasis 1997-20640
Pursuant to ORS 92.045, taxes have not yet been paid on this property.

[Signature]
YAMHILL COUNTY TAX COLLECTOR

[Date]

Sheet 2 of 2