DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS APPLICABLE TO THE GLEN AT OAK KNOLL PHASE III

This Declaration of Restrictions, Conditions and Covenants is applicable to THE GLEN AT OAK KNOLL III , located in the City of Newberg, Yamhill County, State of Oregon.

WHEREAS, COYOTE HOMES, INC., an Oregon Corporation, hereinafter referred to as Declarant, is the owner of certain real property located in the State of Oregon, known as THE GLEN AT OAK KNOLL III, a duly recorded plat:

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

NOW, THEREFORE, the Declarant does hereby certify and declares that the following restrictions, conditions, and covenants shall become and are hereby made a part of all conveyances of lots within the plat of THE GLEN AT OAK KNOLL III, recorded on Feb 1, 2000, ##___, as Recorder's Fee No. 200001407 of the Plat Records of Yamhill County, Oregon, and that the following restrictions, conditions and covenants shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein.

NORTHWEST TITLE COMPANY

ARTICLE I
Property Subject to these Covenants

(1) Initial Development

Declarant hereby declares that all of the real property described above is held and shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved, subject to these covenants shall constitute THE GLEN AT OAK KNOLL PHASE III.

ARTICLE II
Residential Covenants

(1) Land Use and Building Type

No lot shall be used except for residential purposes as a single-family dwelling. No building shall be erected, altered, placed or permitted to remain on any lot other than one single dwelling not to exceed two and one half (2 ½) stories in height and a private garage for not less than one (1) car. The foregoing provisions shall not exclude the construction of a private greenhouse, storage shed, private swimming pool, or a shelter or port for the protection of such swimming pool or for the storage of a boat, and/or camping trailer or mobile home kept for personal use, provided the location of such structures is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such lot, and placed on such lots as provided herein at subparagraph five (5).

The provisions of this section shall not be deemed to prohibit the right of any homebuilder to construct residences on any lot, to store construction materials and equipment on said lots in the normal course of construction, and to use a single family residence(s) as a sale office, model home, or construction office for the purposes of home sales and house construction in THE GLEN AT OAK KNOLL III

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

51.00

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(2) Dwelling Size

Except as hereinafter provided, the area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1000 square feet of living space.

Declarant reserves the right to permit exceptions to this dwelling size requirement in selected locations. The Declarant may permit size exceptions where architectural design enhancements provides an overall appearance and value in conformance with the balance of the property. Such exceptions shall be made at the sole discretions of the Declarant. In no instance shall exceptions as may hereunder be granted, exceed a total of one-half (½) of the total lots.

(3) Nuisances

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(4) Parking

Parking of boats, trailers, motorcycles, trucks, truck-campers, motor homes, and like equipment shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, storage port, or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage.

(5) Vehicles in Disrepair

No owner shall permit any vehicle which in inoperable to remain parked upon any lot or on any open space or on any street for a period in excess of forty-eight (48) hours.

(6) Fences

No fence, either sight nor non-sight obscuring, in excess of three (3) feet in height may be located between the building line and the front yard sidewalk, and in the case of a corner lot, the building line and the sidewalk abutting the side yard. The maximum height of fence located on the remainder of those lots shall be six (6) feet. All fences as may herein be constructed shall be well constructed of suitable natural fencing materials and shall be subject to the approval of the Declarant. There shall be no obligation on the part of the developer to maintain the fence and shrubbery along College Avenue.

(7) Signs

No signs shall be erected on any lot except that not more than one "For Sale" sign placed by owner, the Declarant, or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of the "political" signs on any lot by the Owner, or the placement of professional signs by the Developer or Declarant, which must comply with the City of Newberg sign ordinances. The Declarant may maintain "For Sale" sign(s) for purposes of marketing the subdivision that are excluded from the restrictions above.

(8) Temporary Structures

2/6

No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot, at any time, as a residence whether temporarily or permanently. Declarant may locate a temporary construction office while subdivision and homes are being constructed.

(9) Livestock and Poultry

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other normal household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes. All household pets shall be confined to the lot, shall not be permitted to be a nuisance to other neighbors, and shall be otherwise kept and maintained according to City of Newberg ordinances.

(10) Garbage and Refuse Disposal

No lot or open space shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage, or other waste shall be kept in sanitary containers and out of public view. All containers or other equipment for the storage of disposal of such materials shall be kept in a clean and sanitary condition.

(11) Utilities

All plumbing facilities shall comply with the requirements or the Plumbing Code of the City of Newberg and the County of Yamhill. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or any other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within said phases. All owners of lots shall use underground service wires to connect their premises and the structures built thereon to the underground electric, telephone, and TV cable facilities provided. (Small satellite dishes are allowed).

(12) Completion

Construction of any dwelling shall be completed, including exterior decoration, within six (6) months from date of the start of construction. All lots, at all times, shall be kept in a neat and orderly condition free of brush, vines, weeds, debris, and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

All contractors and builders shall keep their job site orderly and in clean condition and shall periodically, during the course of construction, remove all construction waste materials. In the event of hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from Declarant.

(13) Business and Commercial Uses

Except as herein provided, no trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service or business be kept or stored on any lot, excepting the right of any homebuilder and the Declarant, or Declarant's affiliates, to construct residence on any lot, to store construction equipment and materials on said lots in the normal course of said construction or model home for the purposes of sales in said phases.

(14) Landscape Completion

3/6

All front yard landscaping must be completed within six (6) months from the date of the first occupancy of the residence constructed thereon. The Declarant, at his sole option and discretion, may require the contractor or builder of any residence on any lot to complete the front yard landscaping as part of their construction of the home. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the Declarant. Street trees, as required by the local government agency shall be planted by buyer prior to home completion. Types of trees and exact locations are to be coordinated with the local government agency.

(15) Antennas and Service Facilities

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

ARTICLE III
Architectural Approvals

(1) Procedures

No fence, retaining wall, building or any other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure shall have been approved by the Declarant. The Declarant shall consider the quality of specified material; harmony with the existing and planned structures and location with respect to topography and finished grade elevation of the lot and of the other lots in the subdivision. The Declarant may designate a representative to act on his behalf. When the Declarant has disposed of all their lots, or at any earlier date chosen by the Declarant, they shall select three (3) lot owners to act as the Architectural Control Committee. Thereafter, the Committee may adopt its own rules relating to term of office, filling vacancies, elections, and procedures.

In the event the Declarant fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to him, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(2) Action

The Declarant may render its decisions only by written instrument setting forth the action taken by the Declarant.

(3) Approval of Plans by Declarant

No building or structure, including but not limited to swimming pools, private green houses, storage sheds, boat or trailer storage, fences, and animal runs shall not be commenced, erected, placed or altered on any lot until the construction plans and specifications and a plan showing the nature, shape, height, materials, and colors together with detailed plans showing the proposed location of the same on the particular building site and location of any trees with a diameter of six (6) inches or greater at the base that would be removed, have been submitted to and approved in writing by the Declarant. All plans and specifications for approval by the Declarant must be submitted at least ten (10) days prior to application for a building permit.

(4) Nonwaiver

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

(5) Liability

Neither the Declarant nor any appointee thereof shall be liable to any owner, occupant, builder, or others for any damage, loss or prejudice suffered or claimed on account of any action of failure to act by the Declarant or his assigns provided only that the Declarant has, in accordance with the actual knowledge possessed by him/her, acted in good faith.

ARTICLE IV
General Provisions

(1) Term

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until amended or revoked in the manner provided herein. These Covenants can be terminated and revoked or amended only by duly recording instrument which contains an agreement providing for termination and revocation or amendment and which is signed by the owners of a majority of the platted lots. So long as Declarant owns any property within the plat, any change or amendment must first have prior approval of the Declarant.

(2) Exclusions

All lots which use private roads, or alleys for access, will be exempt from these covenant conditions and restrictions.

(3) Enforcement

Should any person violate or attempt to violate any of the provisions of the covenants, any person or persons owning any real property embraced within the plat, including the Declarant, at its or their option shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of said Covenants, either to prevent the doing of such, or to recover damages sustained by reason of such violation. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(4) Expenses and Attorney's Fees

In the event any person or persons owning any real property embraced within the plat of THE GLEN AT OAK KNOLL III, including the Declarant, shall bring any suit or action to enforce these covenants, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such suit or action, including such amounts as the court may determine to be reasonable attorney's fees at trial and upon any appeal thereof.

(5) Severability

Invalidation of any of these Covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

(6) Limitation of Liability of Declarant

Neither Declarant or any officer of director thereof, shall be liable to any owner, occupant, or builder on account of any action or failure to act by or of Declarant in performing its duties or rights hereunder, provided that Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.

IN WITNESS WHEREOF, the undersigned being Declarant herein, has hereunto set its hand this the 31, day of January, 2000

COYOTE HOMES, INC.

By: Michael Willcuts

STATE OF OREGON)
) ss.
County of Yamhill)

On this 31 day of January, 2000, before me appeared michael Willcuts being to me personally known, who being duly sworn, did say that he is the Representative of Coyote Homes, Inc., an Oregon Corporation, and that the seal affixed to said instrument is the Corporate seal of said corporation and that the instrument was signed and sealed in behalf of said Corporation by the authority of its Board of Director, and acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

OFFICIAL SEAL
CHRISTINA M MARSH
NOTARY PUBLIC-OREGON
COMMISSION NO 314593
MY COMMISSION EXPIRES SEP 1, 2002

Christina M Marsh
Notary Public for Oregon

My commission expires: 9/1/02

6/6

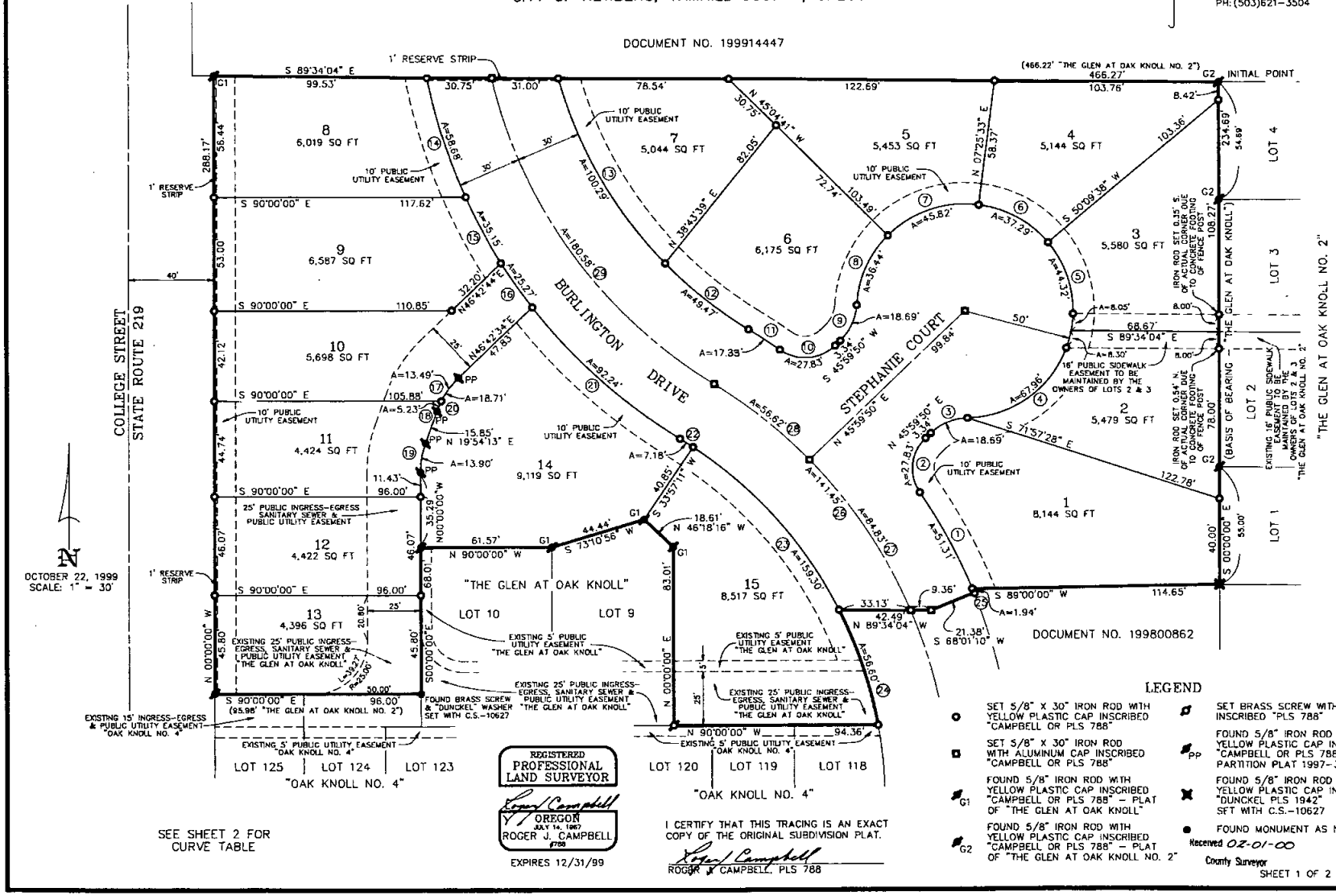
VOL. 12 PG. 12

PLATBOOK 12 PAGE 12

THE GLEN AT OAK KNOLL NO. 3

A SUBDIVISION OF TRACT "A", THE GLEN AT OAK KNOLL NO. 2" AND PARCEL 1, PARTITION PLAT 1997-35
LOCATED IN THE WILLIAM T. WALLACE DONATION LAND CLAIM NO. 47
IN THE NORTHEAST QUARTER OF SECTION 7,
TOWNSHIP 3 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN
CITY OF NEWBERG, YAMHILL COUNTY, OREGON

SURVEYED BY:
RAINY DAY SURVEYS
16505 NW SHELTERED NOOK RD.
PORTLAND, OREGON 97231
PH: (503)621-3504



SEE SHEET 2 FOR CURVE TABLE

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON JULY 14, 1967 ROGER J. CAMPBELL 5788
EXPIRES 12/31/99

I CERTIFY THAT THIS TRACING IS AN EXACT COPY OF THE ORIGINAL SUBDIVISION PLAT.
ROGER J. CAMPBELL, PLS 788

LEGEND

- SET 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "CAMPBELL OR PLS 788"
- SET 5/8" X 30" IRON ROD WITH ALUMINUM CAP INSCRIBED "CAMPBELL OR PLS 788"
- FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "CAMPBELL OR PLS 788" - PLAT OF "THE GLEN AT OAK KNOLL"
- FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "CAMPBELL OR PLS 788" - PLAT OF "THE GLEN AT OAK KNOLL NO. 2"
- SET BRASS SCREW WITH WASHER INSCRIBED "PLS 788"
- FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "CAMPBELL OR PLS 788" PARTITION PLAT 1997-35
- FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "DUNCKEL PLS 1942" SET WITH C.S.-10627
- FOUND MONUMENT AS NOTED

Received 02-01-00
County Surveyor

SHEET 1 OF 2 SHEETS

THE GLEN AT OAK KNOLL NO. 3

A SUBDIVISION OF TRACT "A", THE GLEN AT OAK KNOLL NO. 2" AND PARCEL 1, PARTITION PLAT 1997-35
LOCATED IN THE WILLIAM T. WALLACE DONATION LAND CLAIM NO. 47
IN THE NORTHEAST QUARTER OF SECTION 7,
TOWNSHIP 3 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN
CITY OF NEWBERG, YAMHILL COUNTY, OREGON

OCTOBER, 22, 1999
SCALE: 1" = 30'

SURVEYED BY:
RAINY DAY SURVEYS
16505 NW SHELTERED NOOK RD.
PORTLAND, OREGON 97231
PH:(503)621-3504

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT COYOTE HOMES, INC, AN OREGON CORPORATION, OWNER OF THE LAND DESCRIBED HEREON, DOES HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF "THE GLEN AT OAK KNOLL NO. 3" AS SPECIFICALLY DESCRIBED IN THE ATTACHED SURVEYOR'S CERTIFICATE, A TRUE MAP AND PLAT THEREOF, ALL LOTS AND STREETS BEING OF THE DIMENSIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE PUBLIC FOREVER THE PUBLIC STREETS AS SHOWN HEREON AND HEREBY GRANTS TO THE PUBLIC FOREVER THE PUBLIC EASEMENTS AS SHOWN HEREON.

MIKE WILLCUTS, SECRETARY/TREASURER, COYOTE HOMES, INC.

ACKNOWLEDGEMENT

STATE OF OREGON
S.S.
YAMHILL COUNTY

KNOW ALL MEN BY THESE PRESENTS, ON THIS 2 DAY OF December, 1999 BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY PERSONALLY APPEARED MIKE WILLCUTS REPRESENTING COYOTE HOMES, INC., WHO BEING DULY SWORN, DID SAY THAT HE REPRESENTS COYOTE HOMES, INC. AS NAMED IN THE INSTRUMENT, AND THAT HE EXECUTED SAID INSTRUMENT FREELY AND VOLUNTARILY.

OFFICIAL SEAL
CHRISTINA M MARSH
NOTARY PUBLIC-OREGON
COMMISSION NO. 314503
MY COMMISSION EXPIRES SEP 1, 2002

SURVEYOR'S CERTIFICATE

I, ROGER J. CAMPBELL, A REGISTERED LAND SURVEYOR IN THE STATE OF OREGON, DO HEREBY SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH LAWFUL MONUMENTS THE LAND REPRESENTED ON THE ATTACHED MAP OF "THE GLEN AT OAK KNOLL, NO. 3", AND AS THE INITIAL POINT AND TRUE POINT OF BEGINNING I HELD A 5/8 INCH IRON ROD ON THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN DOCUMENT NO. 199914447. YAMHILL COUNTY DEED RECORDS. SAID IRON ROD MARKING THE NORTHWEST CORNER OF LOT 4, "THE GLEN AT OAK KNOLL, NO. 2"; THENCE WITH THE WEST LINE OF SAID LOT 4 AND CONTINUING WITH THE WEST LINES OF LOTS 3, 2 & 1, "THE GLEN AT OAK KNOLL, NO. 2", SOUTH 00°00'00" EAST 234.69 FEET TO THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DOCUMENT NO. 199800862, YAMHILL COUNTY DEED RECORDS; THENCE WITH THE NORTH AND WEST LINES OF SAID TRACT DESCRIBED IN DOCUMENT NO. 199800862 THE FOLLOWING COURSES: SOUTH 89°00'00" WEST 114.65 FEET & WITH A CURVE TO THE LEFT HAVING A RADIUS OF 260.00 FEET THRU A CENTRAL ANGLE OF 00°25'36" AN ARC DISTANCE OF 1.94 FEET (CHORD BEARS SOUTH 22°11'37" 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 68°01'10" WEST 21.38 FEET, NORTH 89°34'04" WEST 42.49 FEET, WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET THRU A CENTRAL ANGLE OF 16°12'50" AN ARC LENGTH OF 56.60 FEET (CHORD BEARS SOUTH 18°31'12" EAST 56.41 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 90°00'00" WEST 94.36 FEET TO THE SOUTHEAST CORNER OF LOT 9, "THE GLEN AT OAK KNOLL"; THENCE WITH THE EAST AND NORTH LINES OF SAID LOT 9 THE FOLLOWING COURSES: NORTH 00°00'00" EAST 83.01 FEET, NORTH 46°18'16" WEST 18.61 FEET, SOUTH 73°10'56" WEST 44.44 FEET TO THE NORTHEAST CORNER OF LOT 10, "THE GLEN AT OAK KNOLL"; THENCE WITH THE NORTH AND WEST LINES OF SAID LOT 10 THE FOLLOWING COURSES: NORTH 90°00'00" WEST 61.57 FEET, SOUTH 00°00'00" EAST 68.01 FEET TO A POINT ON THE NORTH LINE OF "OAK KNOLL NO. 4"; THENCE WITH SAID NORTH LINE OF "OAK KNOLL NO. 4" NORTH 90°00'00" WEST 95.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N. COLLEGE STREET, STATE ROUTE 219; THENCE WITH SAID EAST RIGHT OF WAY LINE OF N. COLLEGE STREET, STATE ROUTE 219 NORTH 00°00'00" EAST 288.17 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED TRACT OF LAND DESCRIBED IN DOCUMENT NO. 199914447; THENCE WITH SAID SOUTH LINE OF THAT TRACT DESCRIBED IN DOCUMENT NO. 199914447 SOUTH 89°34'04" EAST 466.27 FEET TO THE POINT OF BEGINNING CONTAINING 118,842 SQUARE FEET OF LAND.

I CERTIFY THAT THIS TRACING IS AN EXACT COPY OF THE ORIGINAL SUBDIVISION PLAT.

ROGER J. CAMPBELL, PLS 788

REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
JULY 14, 1967
ROGER J. CAMPBELL
788
EXPIRES 12/31/99

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT STEPHEN G. ROSEN AND BEVERLY S. ROSEN, AND ROSEN & SONS' CONSTRUCTION, INC., AN ESTATE IN FEE SIMPLE AS TENANTS BY THE ENTIRETY, OWNERS OF THE LAND DESCRIBED HEREON, DO HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF "THE GLEN AT OAK KNOLL NO. 3" AS SPECIFICALLY DESCRIBED IN THE ATTACHED SURVEYOR'S CERTIFICATE, A TRUE MAP AND PLAT THEREOF, ALL LOTS AND STREETS BEING OF THE DIMENSIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE PUBLIC FOREVER THE PUBLIC STREETS AS SHOWN HEREON AND HEREBY GRANTS TO THE PUBLIC FOREVER THE PUBLIC EASEMENTS AS SHOWN HEREON.

BEVERLY S. ROSEN

STEPHEN G. ROSEN

BY: Stephen G. Rosen, Pres.
ROSEN & SONS' CONSTRUCTION, INC.

ACKNOWLEDGEMENT

STATE OF OREGON
S.S.
YAMHILL COUNTY

KNOW ALL MEN BY THESE PRESENTS, ON THIS 3 DAY OF December, 1999 BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY PERSONALLY APPEARED STEPHEN G. ROSEN AND BEVERLY S. ROSEN, AND STEPHEN G. ROSEN AS PRESIDENT OF ROSEN & SONS' CONSTRUCTION, INC., WHO BEING DULY SWORN, DID SAY THAT THEY ARE THE PERSONS NAMED IN THE INSTRUMENT, AND THAT THEY EXECUTED SAID INSTRUMENT FREELY AND VOLUNTARILY.

OFFICIAL SEAL
JANET L WINDER
NOTARY PUBLIC-OREGON

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE TRACT "A", "THE GLEN AT OAK KNOLL, NO. 2" AND PARCEL 1, PARTITION PLAT 1997-35.

THE BASIS OF BEARING FOR THIS SURVEY IS THE EAST LINE OF TRACT "A", "THE GLEN AT OAK KNOLL, NO. 2" AS DETERMINED BY HOLDING THE FOUND 5/8 INCH IRON RODS AS SHOWN HEREON. THE BEARINGS WERE TAKEN FROM THE PLAT OF "OAK KNOLL, NO. 2".

THE BOUNDARIES OF TRACT "A", "THE GLEN AT OAK KNOLL, NO. 2" AND PARCEL 1, PARTITION PLAT 1997-35 WERE DETERMINED BY HOLDING THE FOUND MONUMENTS AND THE RECORD BEARINGS AND DISTANCES, EXCEPT AS NOTED, FROM SAID PLAT OF "THE GLEN AT OAK KNOLL, NO. 2" AND SAID PARTITION PLAT 1997-35 AS SHOWN HEREON.

CURVE TABLE

NO.	LOT	DELTA	RADIUS	ARC	TAN	CHORD	
1	1	11°18'29"	260.00'	51.31'	25.74'	51.23'	N 28°03'44" W
2	1	79°42'48"	20.00'	27.83'	16.70'	25.63'	S 06°08'26" W
3	1	42°50'00"	25.00'	18.69'	9.81'	18.26'	N 67°24'51" E
4	2	77°52'53"	50.00'	67.96'	40.40'	62.85'	S 49°53'24" W
5	3	50°47'20"	50.00'	44.32'	23.74'	42.88'	S 14°26'42" E
6	4	42°44'05"	50.00'	37.29'	19.56'	36.43'	S 61°12'25" E
7	5	52°30'14"	50.00'	45.82'	24.66'	44.23'	N 71°10'26" E
8	6	41°45'29"	50.00'	36.44'	19.07'	35.64'	N 24°02'34" E
9	6	42°50'00"	25.00'	18.69'	9.81'	18.26'	S 24°34'50" W
10	6	79°42'48"	20.00'	27.83'	16.70'	25.63'	S 85°51'15" W
11	6	03°49'06"	260.00'	17.33'	8.67'	17.32'	N 56°11'54" W
12	6	14°10'16"	200.00'	49.47'	24.86'	49.34'	N 51°01'19" W
13	7	28°43'52"	200.00'	100.29'	51.22'	99.24'	N 29°34'14" W
14	8	12°55'54"	260.00'	58.68'	29.47'	58.56'	N 18°00'01" W
15	9	07°44'44"	260.00'	35.15'	17.60'	35.12'	N 28°20'19" W
16	10	05°34'09"	260.00'	25.27'	12.65'	25.26'	N 34°59'47" W
17	10	19°19'07"	40.00'	13.49'	6.81'	13.42'	N 37°03'00" E
18	11	07°29'13"	40.00'	5.23'	2.62'	5.22'	S 23°38'50" W
19	11/14	19°54'14"	40.00'	13.90'	7.02'	13.83'	S 09°57'06" W
20	14	26°48'21"	40.00'	18.71'	9.53'	18.54'	S 33°18'24" W
21	14	20°19'30"	260.00'	92.23'	46.61'	91.75'	N 47°56'37" W
22	14	02°03'26"	200.00'	7.18'	3.59'	7.18'	N 57°01'39" W
23	15	45°38'13"	200.00'	159.30'	84.15'	155.12'	S 33°13'49" E
24	BND	16°12'50"	200.00'	56.60'	28.49'	56.41'	S 18°31'12" E
25	BND	00°25'36"	260.00'	1.94'	0.97'	1.94'	N 22°11'37" W
26	CL	35°14'15"	230.00'	141.45'	73.04'	139.23'	N 40°29'14" W
27	CL	21°07'54"	230.00'	84.83'	42.90'	84.35'	N 33°26'04" W
28	CL	14°06'21"	230.00'	56.62'	28.46'	56.48'	N 51°03'12" W
29	CL	44°58'58"	230.00'	180.57'	95.23'	175.97'	N 35°36'53" W

CONSENT AFFIDAVIT

AN AFFIDAVIT OF CONSENT TO THE DECLARATION BY BRUCE D. DIXON AND GRACE E. DIXON, AS TRUSTEES OF THE BRUCE D. DIXON TRUST AND BY GRACE E. DIXON AND BRUCE D. DIXON AS TRUSTEES OF THE GRACE E. DIXON TRUST, TRUST DEED BENEFICIARIES WAS RECORDED IN VOLUME ________ AT PAGE ____, ON THE ______ DAY OF __________, 1999

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

31.00

00026550200001406002
200001406 10:19:50 AM 02/01/2000
PR AFFPR 1 1 TONYA
10.00 10.00 11.00

APPROVALS

APPROVED THIS 21st DAY OF January, 2000
CITY OF NEWBERG COMMUNITY DEVELOPMENT DIRECTOR

APPROVED THIS 21st DAY OF Dec., 1999
CITY OF NEWBERG SURVEYOR

APPROVED THIS 21st DAY OF Jan., 2000
CITY OF NEWBERG RECORDER

APPROVED THIS 27th DAY OF January, 2000
YAMHILL COUNTY SURVEYOR

APPROVED THIS 25 DAY OF January, 2000
YAMHILL COUNTY ASSESSOR

APPROVED THIS 28th DAY OF Jan, 2000
YAMHILL COUNTY COMMISSIONER

APPROVED THIS 30th DAY OF Jan., 2000
YAMHILL COUNTY COMMISSIONER

APPROVED THIS 28th DAY OF January, 2000
YAMHILL COUNTY COMMISSIONER

APPROVED THIS ______ DAY OF ________, 1999

YAMHILL COUNTY COMMISSIONER

STATE OF OREGON
S.S.
COUNTY OF YAMHILL

I, YAMHILL COUNTY CLERK AND RECORDER, DO

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

66.00

00026551200001407001
200001407 10:24:29 AM 02/01/2000
PR PPR 1 1 TONYA
45.00 10.00 11.00

PURSUANT TO O.R.S. 92-095, TAXES HAVE BEEN PAID OR BOND POSTED TO THE DATE OF June 30, 2000

BY: ________ 1-28-2000
YAMHILL COUNTY TAX COLLECTOR

Received 02-01-00
County Surveyor