AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS &
RESTRICTIONS FOR NUT TREE KNOLLS

This Amendment to Declaration is made this 18th day of July, 2014, in accordance
with Article V of the Declaration of Covenants, Conditions & Restrictions for Nut Tree
Knolls, recorded in the Records of Yamhill County, Oregon at Vol. 195, Page 388, on June
12, 1985 (the “CC&Rs”).

RECITALS

At the time of execution and recording of the original CC&Rs, Lot 7 was accessed via
an easement across Lot 6, connecting to Nut Tree Lane. However, Lot 7 now has direct
access to Pheasant Hill Road and the easement across Lot 6 will be extinguished,
contemporaneously with the execution of this amendment.

The original CC&Rs, in Article II(3)(a) provided that Lots 6 and 7 would each pay
seven percent of road maintenance expenses. In consideration of the owner of Lot 7
extinguishing the easement across Lot 6, the owner of Lot 6 has agreed to take responsibility
for an additional seven percent of road maintenance expenses.

There was a duly noticed meeting held on Friday, June 27, 2104, which was attended
by the owners of lots 4, 5, 6, 7, 10 (by proxy), 11, 12, 13, 14 and 15, constituting ten of the 19
lots within the subdivision, and a quorum under ORS 94.655.

NOW, THEREFORE, the CC&Rs, which shall be binding upon and inure to the
benefit of all heirs, successors and assigns of all owners of property described in Exhibit A
attached to the original CC&Rs, are amended as follows:

1. ARTICLE II, Maintenance of Public Roadway, Section (1) is removed and replaced
with the following:

"Unless and until Yamhill County or some other entity accepts responsibility
for the maintenance, repair and improvement of the public road shown on

-1-
Exhibit A, said maintenance, repair and improvement shall be the sole and exclusive responsibility of the owners of lots 4 through 6 and lots 10 through 16 within the subdivision."

2. ARTICLE II, Maintenance of Public Road. Section (2) is removed and replaced with the following:

"The owners of lots 1 through 3 and lots 7 through 9 within this subdivision shall bear no part of the responsibility or cost of maintaining said roadway, in that no part thereof serves or provides access to said lots."

3. ARTICLE II, Maintenance of Public Road. Section (3) (a) is removed and replaced with the following:

"(a) Lots:  Four (4) (7 percent)
          Five (5)
          Eleven (11)
          Lot: Six (6) (14 percent)."

4. ARTICLE II, Maintenance of Public Road. Section (5) (the first paragraph of Section 5, only) is removed and replaced with the following:

"In order to provide for and coordinate the maintenance, repair and improvement of the public roadway within the subdivision, the owners of Lots 4 through 6 and Lots 10 through 16 within the subdivision shall together constitute an unincorporated non-profit organization known as "The Nut Tree Knolls Homeowners Association." Said Association shall meet at least annually. Notice of each meeting shall be mailed or delivered to each lot owner at least ten days in advance of such meeting. At each annual meeting:"

This Amendment is made pursuant to the provisions of Article V of the CC&Rs upon the vote of the following lot owners, constituting a majority of the lots within the subdivision, as defined by the CC&Rs.

[Signature]
Print Name: [Signature]
Owner of Lot 4 (Tax Lot 4512-2505)
Print Name: Phillip Pirages, individually and as trustee of the
Phillip Pirages and Ellen Summerfield Revocable Living Trust
Owner of Lot 5 (Tax Lot 4512-2508)

Print Name: Ellen Summerfield, individually and as trustee of the
Phillip Pirages and Ellen Summerfield Revocable Living Trust
Owner of Lot 5 (Tax Lot 4512-2508)

Print Name: Patricia A. O'Leary
Owner of Lot 6 (Tax Lot 4512-2501)

Print Name: Kelly Kizer
Owner of Lot 7 (Tax Lot 4512-2502)

See Below
Print Name:
Owner of Lot 10 (Tax Lot 4512-2510)

Print Name: William S. Lanni
Owner of Lot 11 (Tax Lot 4512-2504)

See Below
Print Name:
Owner of Lot 13 (Tax Lot 4512-2507)

Print Name: Jennifer Kumar
Owner of Lot 12 (Tax Lot 4512 2509)

Print Name: Lora Dana Bogh
Owner of Lot 15 (Tax Lot 4512-2511)
Personally appeared before me the above named Jennifer Kumar and acknowledged the foregoing instrument to be his/her/their voluntary act and deed. 7/8/14

Julie Anderson  
Notary Public for Oregon

Personally appeared before me the above named Penelope Murphy and acknowledged the foregoing instrument to be his/her/their voluntary act and deed. 7/7/14

Julie Anderson  
Notary Public for Oregon

Personally appeared before me the above named Ellen Summefield and acknowledged the foregoing instrument to be his/her/their voluntary act and deed. 7/6/14

J. Berry  
Notary Public for Oregon

Personally appeared before me the above named Phil Pirages and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

J. Berry  
Notary Public for Oregon

Personally appeared before me the above named Patricia O'Leary and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

J. Berry  
Notary Public for Oregon
Personally appeared before me the above named **Kelly Kiene**, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

Notary Public for Oregon

Personally appeared before me the above named **William Davis**, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

Notary Public for Oregon

Personally appeared before me the above named **Lora Dana Boye**, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

Notary Public for Oregon

Personally appeared before me the above named **James Robert Ullman**, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

Notary Public for Oregon

Personally appeared before me the above named __________________________, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

Notary Public for Oregon
Personally appeared before me the above named ____________________, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

__________________________
Print Name: Colin Cameron as trustee of the Cameron Family Trust dated October 12, 2006
Owner of Lot 13 (Tax Lot 4512-2507)

__________________________
Print Name: Candice N. Cameron as trustee of the Cameron Family Trust dated October 12, 2006
Owner of Lot 13 (Tax Lot 4512-2507)

Personally appeared before me the above named Colin Cameron as trustee of the Cameron Family Trust dated October 12, 2006, and acknowledged the foregoing instrument to be his voluntary act and deed.

__________________________
Notary Public for Oregon

__________________________
Print Name: Helene D. Summerfield, individually and as trustee of the Summerfield Family Trust
Owner of Lot 10 (Tax Lot 4512-2510)

Personally appeared before me the above named Helene D. Summerfield as trustee of the Summerfield Family Trust, and acknowledged the foregoing instrument to be her voluntary act and deed.

__________________________
Notary Public for Oregon
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NUT TREE KNOLLS

THIS DECLARATION, made this tenth day of January, 1985, by
COLIN L. ARMSTRONG and MILLY L. ARMSTRONG, husband and wife, hereinafter
called "Declarant", for themselves, their heirs, successors and assigns.

WITNESSETH:

WHEREAS, Declarant is the sole owner of the real property located
in Yamhill County, Oregon, and more particularly described as set forth
in Exhibit "A", attached hereto and by this reference made a part hereof
(which real property is hereinafter referred to as "the subdivision"); and

WHEREAS, the Declarant intends to create proper homesites to sell
within said subdivision for residential uses; and

WHEREAS, as a condition for the approval of Major Partitionings or
Subdivisioning, Yamhill County has required that certain Covenants,
Conditions and Restrictions be imposed to insure that the primary use of
lots will be for residential uses, and

WHEREAS, Yamhill County has further conditioned approval of the
major partitioning or subdivision upon the creation by the Declarant of
a mechanism for the improvement, maintenance and repair of the public
roadway within the subdivision; and

WHEREAS, the Declarant, in order to insure to the future owners of
lots within the subdivision the full enjoyment and use thereof, desires
and intends to impose certain other Covenants, Conditions and Restrict-
ions upon said lots;

NOW, THEREFORE, Declarant, hereby declares that the premises
described in Exhibit "A" shall be held developed and sold subject to the
following Covenants, Conditions and Restrictions, which shall be binding
upon and inure to the benefit of all heirs, successors and assigns of the
Declarant:

ARTICLE I
PUBLIC LAND USE RESTRICTIONS

1. General:
   The real property within the subdivision is classified as Very Low
   Density Residential land by Yamhill County. The specific zone currently
   applicable to said property is VLDR 2½ Zone.

2. Primary Use:
   The primary use of each lot within the subdivision shall be rural
   residential, and the uses shall comply with the goals and policies set
   forth in the Comprehensive Plan and Zoning Ordinances of Yamhill County,
   Oregon.
3. Present Restriction Subject to Change:
   The statutes, ordinances and regulations cited hereinabove may be amended from time to time by the respective governmental entities. Said statutes, ordinances and regulations, as the same may be modified from time to time, together with the Covenants, Conditions and Restrictions elsewhere contained in this Declaration, shall constitute the only limitations and restrictions on the construction and placement of residences within the subdivision.

ARTICLE II
MAINTENANCE OF PUBLIC ROADWAY

The road shown on Exhibit "A" has been dedicated to the public by the Declarant. However, under applicable ordinances and policies of Yamhill County, the County will not now accept responsibility for the maintenance, repair and improvement of said roadway. The County requires the establishment within this Declaration of binding and enforceable provisions for the maintenance by the owners of the lots within the subdivision of said roadway.

Accordingly, the Declarant provides as follows:

(1) Unless and until Yamhill County or some other entity accepts responsibility for the maintenance, repair and improvement of the public road shown on Exhibit "A" said maintenance, repair and improvement shall be the sole and exclusive responsibility of the owners of the lots Four (4) through Seven (7) and lots Eleven (11) through Sixteen (16) within this subdivision.

(2) The owners of lots One (1) through Three (3) and lots Eight (8) and Nine (9) within this subdivision shall bear no part of the responsibility or cost of maintaining said roadway, in that no part thereof serves or provides access to said lots.

(3) All costs and expenses incurred in repairing, maintaining and improving said public road shall be borne by the owners of the lots in paragraph (1) above in accordance with the following formula:

   (a) Lots: Four (4) (Seven percent) subtotal: 5%
      Five (5)
      Six (6)
      Seven (7)
      Eleven (11)

   (b) Lots: (Eight percent) subtotal: 16%
      Twelve (12)
      Thirteen (13)

   (c) Lot: Fourteen (14) (Ten percent) 10%
   (d) Lots: Fifteen (15)/Sixteen (16),
      Ten (10) (Thirteen percent) 5%

Total: 100%
The Declarant states that the foregoing percentage figures have been assigned to the lots in the subdivision based upon an estimate of the amount of use each lot owner will make of the public road; and the relationship between that amount and the total amount of use which all lot owners are expected to make of the entire system. Said percentage figures are in essence predictions of future use and are therefore, necessarily, approximations. Notwithstanding that fact, and without regard to any variance between actual road usage by lot owners and the percentage use figures stated hereinabove, unless and until this Declaration is amended or Yamhill County or other entity accepts responsibility for maintenance, repair and improvement of the public road within the subdivision, the figures stated above shall be the percentage of total costs which shall be borne by the owner or owners of each lot.

(4) As such term is used in this Article, the term "maintenance, repair and improvement" includes, but is not limited to:

(a) All paving, patching, repairing, resurfacing and restriping of the public road;

(b) Any widening, realignment, expansion, extension or other improvement made to the present public road;

(c) The addition of any off-street improvements, such as curbs, bicycle paths or sidewalks, within the public right-of-way or any part thereof;

(d) The maintenance and care of all off-street portions of the public right-of-way including landscaping and trimming thereof;

(e) The application and removal of sand and other materials designed to keep the roadway system passable during the winter months; and

(f) The removal of snow, ice and all other obstacles to travel on any part of the public road.

(5) In order to provide for and coordinate the maintenance, repair and improvement of the public roadway within the subdivision, the owners of Lots Four (4) through Seven (7) and Lots Ten (10) through Sixteen (16) within the subdivision shall together constitute and unincorporated non-profit organization, known as the "Nut Tree Knolls Homeowners Association". Said Association shall meet at least annually. Notice of each such meeting shall be mailed or delivered to each lot owner at least ten (10) days in advance of each such meeting. At each annual meeting:
(a) The owners of a majority of the Lots mentioned in paragraph (5) above shall constitute a quorum for the conduct of business of the Association, each lot shall have one (1) vote, fractions of which may be cast if there are multiple owners of a lot.

(b) The owners present at the meeting shall by majority vote, elect an Executive Committee consisting of three (3) persons, each of whom shall have an ownership interest in a lot within the Lots named in paragraph (5) above. Until such time as Declarant has sold at least Eighty (80) percent of the above mentioned lots, the Declarant shall automatically be a member of said Executive Committee. The members of the Executive Committee shall each serve three (3) years or until their respective successors are elected. In the event of the resignation or inability to serve of any member of the Executive Committee, the remaining two (2) members shall choose said member's successor, who shall serve until the next annual meeting of the Association. Without limitation members of the Executive Committee may be elected to successive terms thereon. The Executive Committee shall function in accordance with the following Section Seven (7) of this Article.

(c) The owners present at such meetings shall transact such other business regarding the maintenance, repair and improvement of the public road as shall be necessary and appropriate, including but not limited to, the adoption of resolutions calling for the accomplishment of specific items of maintenance, repair and improvements, and the designation of the Executive Committee as the authorized agent of the owners. All such action shall be by the majority vote of those owners present and voting.

(6) In order to provide for payment of the costs and expenses of maintenance, repair and improvement of the public roadway within the subdivision, the owners through their Executive Committee, or upon their own majority vote, may from time to time, assess levies against the Lots in Article II, paragraphs (3) or (5) within the subdivision based upon the percentage figures set forth in paragraph (3) of this Article. Until fully paid, each such levy shall, as to each lot, constitute a lien upon the real property and improvements thereon. If any owner fails to pay within ninety (90) days of its due date the assessment levied hereunder, the Association, acting through its Executive Committee, may commence against such owner or owners any appropriate proceeding for the foreclosure of said lien and the collection of said assessment. The provisions of this paragraph are in addition to, and not in lieu of, the provisions of Article Four (IV) of this Declaration.
The Executive Committee established under Section (5), paragraph (b) above of this Article shall meet as often as is necessary and convenient to provide for and oversee the maintenance, repair and improvement of the public roadway within the subdivision, in accordance with this Article. A quorum at such meetings shall consist of two (2) members. All business of the Committee shall be by majority vote of the members present and voting. Each member of the Executive Committee shall have one (1) vote.

In addition to the annual owners meetings provided for in Section Five (5) of this Article, the owners may hold special meetings at the call of the Executive Committee or of the owners of three (3) or more lots in the subdivision as defined by Article II, paragraph (3). Notice of such meetings shall be given in accordance with the provisions of Section Five (5), paragraph (a) of this Article. At any such special meeting, the owners may conduct any business which may be conducted by them under this Article at an annual meeting.

The NUT TREE KNOLLS Homeowners Association shall continue to exist and function in accordance with the provisions of this Article until the earlier of the following:

(a) The acceptance by Yamhill County, Oregon, or by any other appropriate governmental entity, of full responsibility for the maintenance, repair and improvement of the public roadway within the subdivision; or

(b) The amendment of modification of this Article under the provisions of Article Five (V) of this Declaration.

ARTICLE III
GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

1. Construction, Size and Placement of Buildings:

(a) No building or other structure shall be constructed, placed or erected on any lot within the subdivision except in accordance with these Covenants, Conditions and Restrictions, and with all applicable statutes, ordinances, rules and regulations.

(b) No building or structure shall be used for any purpose whatsoever except for residential, agricultural or forestry and non-commercial storage uses.

(c) No more than one, single-family dwelling unit shall be constructed, erected or placed on any lot within the subdivision.

(d) Within eight (8) months following commencement of construction of any improvement upon a lot, the owners thereof or their successors in interest shall complete said construction.
(e) Each residence constructed, erected or placed upon a lot within the subdivision shall, prior to occupancy, be connected to an approved subsurface sewage disposal system and to a well or other water supply adequate to provide water for domestic purposes.

(f) No residence shall be erected upon any lot which contains less than one thousand four hundred (1,400) square feet floor area, exclusive of servants quarters, garage, carport, storage space, work shop and open porches.

(g) No building shall be erected on any lot within the subdivision having a roof or exterior wall finish of unpainted galvanized metal.

(h) No mobile home shall be placed or erected on any lot within the subdivision as a permanent residence or for any other permanent use. As used herein, the term permanent means any use which continues for a period of more than six (6) months.

2. Use of Premises:

(a) No use shall be made of any portion of any lot that would unduly interfere with the use and maintenance of any utility or other easements existing upon said lot.

(b) Prior to grazing or pasturing domestic animals upon any lot, the owners thereof shall adequately and appropriatley fence said lot or the portion thereof to be devoted to said purpose.

(c) The owners of each lot shall have the right to conduct thereon both commercial and non-commercial agricultural and forestry activities, in accordance with the provisions of applicable laws and ordinances. No lot owner shall engage in any activity upon said owner's lot which would have the effect of unreasonably limiting or hampering neighboring lot owners in their conduct of agricultural or forestry activities.

(d) Except for stock watering, and the watering of any lawn or non-commercial garden not exceeding one-half (½) acre in size, no lot owner shall irrigate any portion of said owner's lot unless said owner has first obtained a permit to do so from the Water Resources Director of the State of Oregon, and then only in compliance with all applicable laws of the State of Oregon.

(e) All agricultural and forestry uses shall be conducted in accordance with accepted farming and forestry practices. No lot owner shall log said owner's property without first obtaining any permits and approvals then required by law.

3. Storage of Vehicles:

(a) No lot or any part thereof shall be used for the commercial storage or parking of motor or other vehicles or equipment, including, but not limited to mobile homes.

(b) No inoperable motor vehicles shall be stored on a commercial or non-commercial basis or abandoned on any lot, unless the same is fully enclosed with and accessory building or solid fence.
4. **Signs:**

No sign of any kind shall be displayed to public view on any lot except one (1) sign of not more than twelve (12) square feet, advertising the property for sale or rent, or signs of similar size used by the builder to advertise the property during the period of construction of a residence thereon.

5. **Maintenance of Premises:**

   (a) Each lot within the subdivision, and all improvements thereon, shall be properly maintained at the sole expense of the owners thereof, so as to present and attractive public appearance and enhance the value of the subdivision and the lots therein.

   (b) All containers and receptacles which are placed within the subdivision for the collection and storage of garbage and other refuse shall be adequately secured so as to prevent animals from disturbing their contents.

   (c) No lot, or any part thereof, shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such waste shall be kept in sanitary containers at all times.

6. **Utilities:**

   Underground electrical cable must be provided from the nearest power source connecting to the electrical service center at each dwelling on all lots in the subdivision. Underground telephone lines shall likewise be required from the nearest junction box. No utility poles for the purpose of providing electrical service to any lot in the subdivision except on a temporary basis, Section 1., paragraph (h) in this Article, shall be permitted.

**ARTICLE IV**

**ENFORCEMENT**

These Covenants, Conditions and Restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of the above-described subdivision, and it is intended hereby that the Declarant or any such person shall have the right to prosecute any such proceeding at law or in equity as may be appropriate to enforce the Restrictions herein set forth. In any such proceeding, the prevailing party or parties shall be entitled to recover from the party or parties not prevailing all costs, and attorney’s fees incurred by the prevailing party or parties, upon the trial of said cause, and upon any appeal thereof.

**ARTICLE V**

**TERM, AMENDMENT, REVOCATION OF DECLARATION**

1. With the exception of Article II of this Declaration, these Covenants, Conditions and Restrictions shall run with the land and shall be binding upon the owners and occupants of lots within the subdivision, and all persons claiming by, through or under them, until January 1, 2000, at which time said Covenants, Conditions and Restrictions shall
ARTICLE V

Continued:

be automatically extended for successive periods of ten (10) years, unless by a vote of persons then constituting the owners of a majority of the lots within the subdivision, it is agreed to change said Covenants in whole or in part. Prior to January 1, 2000, these Covenants, Conditions and Restrictions may be amended only by a vote of persons then representing ownership of at least three-fourths (3/4) of the lots within the subdivision.

2. The provisions of Article II of this Declaration Shall run with the land, and shall be binding upon the owners and occupants of all lots within the subdivision and all persons claiming by, through or under them as set forth in said Article II. The owners of the lots within subdivision shall continue to bear the full responsibility and expense for the maintenance of the public roadway within the subdivision on a perpetual basis, unless Yamhill County, Oregon or another appropriate governmental entity elects to assume full responsibility for the maintenance, repair and improvement of said roadway, at which time the provisions of said Article II shall be automatically terminated. The provisions of Article II may be amended under the same procedure set forth in Section 1 of this Article, provided that no such amendment or modification shall have the effect of terminating the responsibility of the lot owners for the full maintenance, repair and improvement to the public roadway, and provided further, that no such amendment or modification shall have the effect of lessening or limiting the collective responsibility of the lot owners for said maintenance, repair and improvement.

Invalidation of any of these Covenants, Conditions and Restrictions, or any provision thereof, by court order, judgement or decree, shall in no wise affect any of the other remaining provisions of this Declaration, which shall in such case, continue to remain in full force and effect.

IN WITNESS WHEREOF, the aforesaid Declarant has hereunto set their hands the day and year first hereinabove written.

\(4210\)

FILED
YAMHILL COUNTY, OREGON
1985 JUN 12 PM 3:10
CHARLES STERN
COUNTY CLERK

Colin L. Armstrong
Milly L. Armstrong

STATE OF OREGON

County of Yamhill

On this 6th day of June, 1985, personally appeared the above-named COLIN L. ARMSTRONG and MILLY L. ARMSTRONG, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Colin L. Armstrong

Notary Public for Oregon
My commission expires: 6-17-85
ARMSTRONG - PARCEL "3" - 2.55 Acres Lot #4

A tract of land in Section 11, Township 4 South Range 5 West of the Willamette Meridian, Yamhill County, Oregon and being more particularly described as follows:

Beginning at a 5/8" iron rod lying South 89°50' East 1131.21 feet and South 1°45'43" East 1091.29 feet of the Southwest corner of the Charles Berry Donation Land Claim in said Township and Range; said iron rod lying on the west line of Lot #4 of County Survey #2309; thence South 1°45'43" East along said west line of Lot #4 a distance of 492.98 feet to a 5/8" iron rod; thence North 74°40'25" East 193.14 feet to a point; thence North 82°13'25" East 43.06 feet to a point; thence North 1°45'43" East 7.15 feet to a 5/8" iron rod; thence continuing North 1°45'43" East a distance of 468.54 feet to a 5/8" iron rod; thence South 60°08'40" West 232.69 feet to the point of beginning.

Containing 2.55 acres of real property; Subject to the rights of the public roads. This lot #4 also has Easement Rights of access to a Utility Easement across Lots # 5 & # 11 leading to Nut Tree Lane to the East. The Easement is described in the legal descriptions of the aforementioned lots.

STATE OF OREGON:

ss. 25:00

that the

CLERK

COUNTY CLERK

F. P. Tuller
EXHIBIT "B"
PRIVATE ROAD - SHARED
Tax Lot # 4512-2500
30' WIDE
235.15' LENGTH

Lot 14

Lot 13

Lot 12

Lot 11

Lot 10

Lot 9

Lot 8

Lot 7

Lot 6

Lot 5

Lot 4

Lot 3

Lot 2

Lot 1

NUT TREE KNOLLS

C. O. Rd. #227
Pleasant Hill Rd.

188-27-3

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