DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS
APPLICABLE TO OAK KNOLL PHASE 10.

This Declaration of Restrictions, Conditions and Covenants is applicable to OAK KNOLL Phase 10, located in the City of Newberg, Yamhill County, State of Oregon.

WHEREAS, COYOTE HOMES, INC. AND WILLAMETTE HILLS LLC, an Oregon Corporation, hereinafter referred to as Declarant, is the owner of certain real property located in the State of Oregon, known as OAK KNOLL PHASE 10, 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 OAK KNOLL PHASE 10, recorded on April 14, 2000, as Recorder’s Fee No. 2000041543 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.

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 OAK KNOLL PHASE 10.

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 1/2) 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 OAK KNOLL PHASE 10.
(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 discretion of the Declarant. In no instance shall exceptions as may hereunder be granted, exceed a total of one-half (1/2) 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 area, 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 is 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**

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**

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 deemed 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 or 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) **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.

(3) **Expenses and Attorney’s Fees**

In the event any person or persons owning any real property embraced within the plat of OAK KNOLL PHASE 10-1, 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.

(4) **Severability**

Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
(5) **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 13th day of February, 2020.

COYOTE HOMES, INC.

By: Michael Willcuts

STATE OF OREGON  
County of Yamhill

On this 13th day of March, 2020 before me appeared Michael R. 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.

[Signature]

Notary Public for Oregon

My commission expires: 5/10/04
IN WITNESS WHEREOF, the undersigned being Declarant herein, has hereunto set its hand this
the 10 day of March 2020.

WILLAMETTE HILLS LLC

[Signature]
Paul Brenneke

STATE OF OREGON  
COUNTY OF MULTNOMAH

On this 10 day of March 2020, before me appeared A. Paul Brenneke
being personally known, who being duly sworn, did say that he is the Representative of Willamette Hills LLC, 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.

[Signature]
Notary Public for Oregon

My Commission expires: 8/20/01
DEED RESTRICTION - AGREEMENT RESTRICTING SALE OF PROPERTY
(Oak Knoll No. 10 - Tract "B")

THIS AGREEMENT is made the last day set forth adjacent to the signatures of the parties below by and between Coyote Homes, Inc., Williamette Hills Associates, LLC., and AMT Resources, LTD (herein collectively referred to as "Developer") and the Yamhill County Surveyor (herein "Surveyor").

RECITALS:

A. Developer is the owner of real property known as Oak Knoll No. 10 which is more particularly described on the attached Exhibit "A" incorporated into this Agreement by reference.

B. Developer desires to record a final subdivision plat for the Oak Knoll No. 10 described in Exhibit "A." Oak Knoll No. 10 is located within the City of Newberg.

C. Under the Yamhill County Land Division Ordinance, Ordinance 529 as amended, the county surveyor must approve a subdivision or partition plat prior to the county clerk recording the plat in the Deed and Mortgage Records. Under Yamhill County Ordinance 658, the county surveyor may refuse to approve a subdivision plat. Section 3(3) of Ordinance 658 provides as follows:

"The Surveyor may refuse to approve a plat if the Surveyor finds an encroachment or hiatus. Evidence that the encroachment or hiatus has been eliminated may be required prior to approval."

D. In performing a plat check associated with the Developer’s final subdivision plat, Surveyor has determined there exists a patent encroachment. The encroachment is described as follows and is referred to in this Agreement as "the encroachment":

"All that certain property lying between the monuments shown in Oak Knoll No. 10 as lying on the northerly line of the property described in Instrument # 199911844 as recorded in the Deed and Mortgage Records in the Yamhill County Clerk’s Office and the lines currently recognized as the northerly property line described in said instrument by the current owners."

E. In light of the encroachment, the Surveyor will not approve Developer’s subdivision plat for recording. The encroachment is specifically set forth on the plat and the Surveyor has adequate assurance the encroachment will be resolved before any interest in the affected property is sold or conveyed. For purposes of this Agreement, "affected property" means Tract "B" of Oak Knoll No. 10, constituting about 133,894 square feet.

F. Developer desires to record the subdivision plat. In order to do so, Developer is willing to (a) revise and submit another final plat for approval by Surveyor which describes on the face of the plat the encroachment and restrictions on sale of the affected property established by this Agreement and (b) agree not to sell or otherwise convey any interest in the affected property until the encroachment has been resolved to the sole satisfaction of Surveyor.

AFTER RECORDING
RETURN TO:
Yamhill County Commissioners
G. Surveyor is willing to approve Developer's plat for recording if the terms of this Agreement are met. NOW THEREFORE,

AGREEMENT

In consideration of the mutual covenants and restrictions contained in this Agreement, both Developer and Surveyor agree as follows:

1. When Developer desires its subdivision plat to be approved for recording by Surveyor, Developer shall submit to Surveyor a revised plat for Oak Knoll No. 10 which will specifically set forth on the face of the plat the following information:
   a. The location and description of the encroachment.
   b. The existence of this Agreement and a notation that the Agreement restricts the sale of Tract "B" within the subdivision.

2. Upon Surveyor's sole determination that Developer has adequately complied with numbered paragraph 1 and has otherwise met requirements imposed by state law and county ordinance, Developer's plat shall be approved by Surveyor for recording in the Deed and Mortgage records as required by the Yamhill County Land Division Ordinance.

3. Developer shall not sell or otherwise convey any interest in the Tract "B" until the encroachment has been resolved to the sole satisfaction of Surveyor. Resolution of the encroachment shall occur either by extinguishment, lot line adjustment, easement, or some other form of resolution acceptable to Surveyor. The restriction contained in this paragraph does not affect Tracts "A" or "C" within Oak Knoll No. 10.

4. After Surveyor is satisfied the encroachment has been resolved, Surveyor shall issue a written acknowledgment of resolution of the encroachment. A copy of the written acknowledgment shall be given to Developer. If the subdivision or partition lies within a city, a copy of the written acknowledgment shall be provided to the city. At the request of Developer, Surveyor shall execute a release of any deed restriction created by this Agreement.

5. After written acknowledgment of resolution of the encroachment has been issued by Surveyor, the affected property may be sold or conveyed.

6. Developer shall be responsible for the payment of all costs associated with resolving the encroachment to the satisfaction of Surveyor together with all fees otherwise required by ordinance for review or recordation of the plat or otherwise related to recordation of this Agreement or any release associated with this Agreement.

///

///
DONE the dates set forth adjacent to the signatures of the parties below.

"DEVELOPER"

COYOTE HOMES, INC.

By: [Signature]

Date: 3-15-00

MICHAEL R. WILSON

(printed name)

Sec. Tests.

Tax ID No. 93-1064507

WILLAMETTE HILLS ASSOCIATES, LLC.

By: [Signature]

Date: 3-9-00

D. Paul Brennike

(printed name)

Managing member

(title)

Tax ID No. 93-1146653

AMT RESOURCES, LTD.

By: [Signature]

Date: 3-13-00

Mike Hans

(printed name)

President

(title)

Tax ID No. 93-137118

"SURVEYOR"

DAN E. LINSCHEID,
Yamhill County Surveyor

Date: 3/24/00

APPROVED AS TO FORM:

By: JOHN M. GRAY, JR.
Yamhill County Counsel

[Signature]
STATE OF OREGON  
)  
County of Yamhill  
)

Personally appeared the above-named Michael A. Wimett, agent of Coyote Homes, Inc. ("the entity"), and stated that he/she is the President of the entity and who further stated that he/she was executing the foregoing instrument with the authority of the entity and who further acknowledged the foregoing instrument to be the voluntary act and deed of the entity.

Subscribed and sworn to before me this 13 day of March, 2000.

[Signature]

Notary Public for Oregon
My commission expires: 5/16/01

STATE OF OREGON  
)  
County of Yamhill  
)

Personally appeared the above-named Paul Brenote, agent of Willamette Hills Associates, LLC. ("the entity"), and stated that he/she is the Managing Member of the entity and who further stated that he/she was executing the foregoing instrument with the authority of the entity and who further acknowledged the foregoing instrument to be the voluntary act and deed of the entity.

Subscribed and sworn to before me this 9 day of March, 2000.

[Signature]

Notary Public for Oregon
My commission expires: 5/16/01

STATE OF OREGON  
)  
County of Yamhill  
)

Personally appeared the above-named Mike Hayes, agent of AMT Resources LTD. ("the entity"), and stated that he/she is the President of the entity and who further stated that he/she was executing the foregoing instrument with the authority of the entity and who further acknowledged the foregoing instrument to be the voluntary act and deed of the entity.

Subscribed and sworn to before me this 13th day of March, 2000.

[Signature]

Notary Public for Oregon
My commission expires: 5/16/01

AGREEMENT - Page 15
STATE OF OREGON

County of Yamhill

Personally appeared the above-named Dan E. Linscheid and stated that he is the duly elected Yamhill County Surveyor, who further acknowledged the foregoing instrument to be his voluntary act and deed.

Subscribed and sworn to before me this 24th day of March, 2000.

Notary Public for Oregon
My commission expires: 3/17/2000

AGREEMENT - Page 5
SUBDIVISION COMPLIANCE AGREEMENT
Oak Knoll 10
Tax Lot Numbers: Part of 3207AD-00800; Part of 3207AD-01000; and 3208CB-04320
Planning Division File #: S-17-98

THIS AGREEMENT made and entered into this 10th day of March, 2000, by and between the CITY OF NEWBERG, a municipal corporation in the County of Yamhill, State of Oregon, hereinafter referred to as CITY and Coyote Homes, Inc. hereinafter referred to as SUBDIVIDER.

RECATALS

1. SUBDIVIDER has petitioned the CITY to accept a subdivision plat known as "Oak Knoll 10 Phase A" located in the City of Newberg, Oregon.

2. The CITY's subdivision ordinance and applicable ordinances and laws of the CITY, require that the SUBDIVIDER execute and file with the CITY an agreement providing for, among other things, the period within which all required improvements shall be made within said subdivision and that if such work is not completed within the period specified, the CITY may complete the same and recover the full cost and expenses thereof from the SUBDIVIDER.

3. The CITY is agreeable to acceptance of said subdivision plat upon the execution of this agreement and compliance by the SUBDIVIDER with the provisions of the CITY subdivision ordinance, as amended.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements of the parties, it is agreed as follows:

1. The SUBDIVIDER agrees to install all of the required public improvements as provided in the CITY subdivision ordinance and binds itself to use such materials and to so construct all of the improvements according to CITY standards as defined by the applicable ordinances, the approved construction plans, and the rules and regulations of the CITY as shown on the subdivision plat.

2. The SUBDIVIDER agrees to provide for the restoration of any monuments erected or used for the purpose of Designating a survey marker or boundary of any town, tract, plat or parcel of land which monument is broken down, damaged or obliterated, removed or destroyed, whether willfully or not, by the SUBDIVIDER, its agents, employees or contractors.
Subdivision Agreement
Oak Knoll 10 Subdivision
Page 2 of 7

3. If the subdivision plat is recorded prior to completion and acceptance of all improvements and conditions of approval: The SUBDIVIDER agrees that all of remaining public improvements shall be completed on or before the 1st day of September, 2000; the SUBDIVIDER agrees that in case it shall abandon the work or fail to make satisfactory progress on the work, the CITY may cause the work to be completed by contract or by its own forces; the SUBDIVIDER shall be liable to the CITY for any and all loss and damage from such default, either from the greater expense of so completing or repairing faulty or damaged work, or from any other related course; and upon execution of this agreement, the SUBDIVIDER shall deliver to the CITY a bond for the purposes assuring SUBDIVIDER’s full and faithful completion of the required improvements within said subdivision. A performance bond is required for the curb and storm drain work required in the State highway. The amount of the bond is to be 150% of the $30,677.50 estimated cost of the work, including the unpermitted work that has been done and not accepted, which amounts to $46,016.25. The amount of the landscaping is to be 150% of the $1,250.00 estimated cost of the work which amounts to $1,875.00. The street trees must be planted in front of any home prior to receiving final occupancy on that home. These bonds may be combined into one bond.

4. At such time as all required improvements, except sidewalks along the vacant parcels and miscellaneous improvements, within the subdivision, have been completed in accordance with the CITY’s requirements, the SUBDIVIDER shall serve written notification to the CITY of the readiness for final inspection. Upon certification by the City Engineer that all requirements of the CITY have been met, the SUBDIVIDER will submit to the CITY a maintenance bond or other such security in a form approved by the CITY in the sum of 15% of the total improvement costs which is to provide for the correction of any defective materials or workmanship for a period of one (1) year after final acceptance as defined by CITY ordinances. The amount of the bond is to be 15% of the $34,142.00 total cost of public improvements which amounts to $5,121.30.

5. The SUBDIVIDER agrees that sidewalks and miscellaneous improvements within said subdivision shall be completed no later than the time that such buildings are erected upon lots in the subdivision and occupancy permits are issued. Occupancy permits for said buildings may be withheld pending completion of sidewalks and miscellaneous improvements.

6. The conditions, covenants and restrictions, if any, shall be approved by the CITY and recorded prior to the sale of any lots.

7. The CITY agrees to accept the completed required subdivision improvements upon certification by the City Engineer:

(a) That all required subdivision improvements have been constructed in accordance with applicable CITY standards;

(b) SUBDIVIDER has fulfilled the requirements of the CITY’s subdivision ordinance;

(c) SUBDIVIDER has provided a copy of the recorded maintenance agreement for any common improvements that are not accepted for maintenance by the CITY;

(d) SUBDIVIDER has provided a maintenance bond or other form of security as indicated in paragraph 3;

(e) The water and sewer development fees will be charged in accordance with the appropriate CITY ordinances and resolutions at the time that the building permits are issued for each additional lot;
(f) **SUBDIVIDER** shall provide accurate as-built construction plans to the Engineering Division;

(g) **SUBDIVIDER** agrees to comply with all the conditions of the Planning Commission approval of the preliminary plat;

(h) A signalization fee, in the amount of $205.00, will be charged on each lot at the time that building permits are issued;

(i) **SUBDIVIDER** agrees to pay an engineering fee to cover final review and inspection requiring connection to the improvements. The estimated cost of the improvement, based on the engineer’s estimate dated April 30, 1999, is $34,142.00. The amount of engineering fees is estimated to be 5% of the total cost of all improvements, which said amount is $1,707.10;

(j) **SUBDIVIDER** has submitted a letter from 3M&L, LLC releasing them of all reimbursement costs for construction of the storm water detention facility (Exhibit A).

(k) **SUBDIVIDER** agrees to comply with the City and State Highway Department requirements to disconnect the pre-existing unpermitted storm drain diversion along the north line prior to Oak Knoll 10B plat recordation.

(l) There are no additional public improvements required for this subdivision.

8. The date of this agreement shall be the date the City Manager signs on behalf of the City of Newberg.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

COYOTE HOMES, INC.

[Signature]
Michael Willicuts, Secretary/Treasurer

State of Oregon
County of Yamhill

This instrument was acknowledged before me this 13 day of March, 2000 by Michael Willicuts, Secretary/Treasurer on behalf of Coyote Homes, Inc.

Janet L. Winder
Notary Public for Oregon
My Commission Expires: 5/16/01

[Notary Seal]
OWNERS OF PROPERTY

(A) Willamette Hills Associates, LLC, is the owner of all or a portion of the property known as Oak Knoll 10 Subdivision. Owner agrees to be bound by all terms and conditions of this Subdivision Agreement to the same extent, and under the same conditions as Subdivider. Further, Owner agrees that CITY may enter and remain upon the property that is known as Oak Knoll 10 Subdivision in order to carry out any terms and conditions of this Subdivision Agreement. Further, Owner agrees to be bound by any amendment or extension of this Subdivision Agreement and waives any notice of such.

Willamette Hills Associates, LLC.

[Signature]
A. Paul Brenneke, President

State of Oregon
County of Multnomah

This instrument was acknowledged before me on this 10 day of March, 2000, by A. Paul Brenneke, President of Willamette Hills Associates, LLC, by authority of its Board of Directors.

[Signature]
Notary Public for
My Commission Expires: 8/30/01
OWNERS OF PROPERTY

(B) AMT Resources, Ltd. is the owner of all or a portion of the property known as Oak Knoll 10 Subdivision. Owner agrees to be bound by all terms and conditions of this Subdivision Agreement to the same extent, and under the same conditions as Subdivider. Further, Owner agrees that CITY may enter and remain upon the property that is known as Oak Knoll 10 Subdivision in order to carry out any terms and conditions of this Subdivision Agreement. Further, Owner agrees to be bound by any amendment or extension of this Subdivision Agreement and waives any notice of such.

AMT Resources, Ltd.

[Signature]
Mike Hanks, President

State of Oregon )
County of Yamhill )

This instrument was acknowledged before me on this 12th day of March, 2000, by Mike Hanks, President of AMT Resources, Ltd. by authority of its Board of Directors.

[Signature]
Notary Public for Oregon
My Commission Expires: 5/1/10
THEODORE R. HARRIS and BETTY R. HARRIS, Beneficiaries of Trust Deeds executed April 28, 1992, dated and recorded January 29, 1999 as instrument No. 199901796, agree to be bound by all the terms and conditions of this Subdivision Agreement to the same extent and conditions as Subdivider. Further, Beneficiaries agree that the CITY may enter and remain upon the property that is known as Oak Knoll 10 Subdivision in order to carry out any terms and conditions of this Subdivision Agreement. Further, Beneficiary agrees to be bound by any amendment or extension of this Subdivision Agreement and waives any notice of such.

Theodore R. Harris, Trustee

State of __________

County of __________

This instrument was acknowledged before me on this ___ day of __________, 2000, by Theodore R. Harris as Trustee.

Notary Public for __________

Betty R. Harris, Trustee

State of __________

County of __________

This instrument was acknowledged before me on this ___ day of __________, 2000, by Betty R. Harris as Trustee.

Notary Public for __________
CONSENT AFFIDAVIT

We, THEODORE R. HARRIS and BETTY R. HARRIS as Trustees of the Theodore R. Harris Trust executed the 28th day of April 1992 as to an undivided 1/2 interest and BETTY R. HARRIS and THEODORE R. HARRIS as Trustees of the BETTY R. HARRIS TRUST executed the 28th day of April 1992 as to an undivided 1/2 interest, as Beneficiaries of that certain Trust Deed recorded January 29, 1999 as Instrument No. 199901796, Deed and Mortgage Records of Yamhill County Deed Records, agree to the conditions of approval and the recording of the Subdivision known as OAK KNOLL NO. 10, in the City of Newberg, Yamhill County, Oregon.

THEODORE R. HARRIS, TRUSTEE
BETTY R. HARRIS, TRUSTEE
BETTY R. HARRIS, TRUSTEE
THEODORE R. HARRIS, TRUSTEE

STATE OF OREGON
COUNTY OF Yamhill

Acknowledged before me this 8th day of January, 2000 by Theodore R. Harris, Trustee and Betty R. Harris Trustee and Betty R. Harris Trustee and Theodore R. Harris, Trustee

Gloria Miller
Notary Public for Oregon
My Commission Expires: 1/16/2002
BENEFICIARIES OF TRUST DEED

(B) Bruce D. Dixon, Beneficiary of the Bruce D. Dixon Trust and the Grace E. Dixon Trust dated July 6, 1999, recorded July 15, 1999, as Instrument No. 199914487, agrees to be bound by all the terms and conditions of this Subdivision Agreement to the same extent and conditions as Subdivider. Further, Beneficiary agrees that the CITY may enter and remain upon the property that is known as Oak Knoll 10 Subdivision in order to carry out any terms and conditions of this Subdivision Agreement. Further, Beneficiary agrees to be bound by any amendment or extension of this Subdivision Agreement and waives any notice of such.

__________________________
Bruce D. Dixon, Trustee

State of _________

County of _________

This instrument was acknowledged before me on this ___ day of ____________, 2000, by Bruce D. Dixon as Trustee.

__________________________
Notary Public for ______________
My Commission Expires ____________

CITY OF NEWBERG

Duane R. Cole
City Recorder

APPROVED AS TO FORM

Terrence D. Mahr
City Attorney
CONSENT AFFIDAVIT

I (WE), BRUCE D. DIXON and GRACE E. DIXON as Trustees of the Bruce D. Dixon Trust U/A/DTD May 6, 1991 and GRACE E. DIXON and BRUCE D. DIXON as Trustees of the Grace E. Dixon Trust U/A/DTD May 6, 1999, as Beneficiaries of that certain Trust Deed recorded July 15, 1999 as Instrument No. 199914487 Deed and Mortgage Records of Yamhill County Deed records, hereby consent and agree to the conditions of approval and the recording of Plan covering property as described as OAK KNOLL NO. 10, a subdivision in the City of Newberg, Yamhill County Oregon.

[Signatures]

BRUCE D. DIXON, TRUSTEE
GRACE E. DIXON, TRUSTEE

STATE OF OREGON
COUNTY OF YAMHILL

Acknowledged before me this 12th day of November, 1999 by Bruce D. Dixon, Trustee and Grace E. Dixon Trustee and Grace E. Dixon Trustee and Bruce D. Dixon, Trustee.

[Signature]

Janet L. Winner
Notary Public for Oregon
My Commission Expires: 5/6/01
March 3, 2000

Dear Marc & Mike,

This letter is to confirm that all monies have been paid in full to 3 M & L, LLC, for the Northwest Newberg Specific Plan Detention System Reimbursement for Oak Knoll 10 (TL 1000) and Glen at Oak Knoll 3, which includes TL 3208 CB-04320.

We release any claim on monies held by the city of Newberg, for this system reimbursement.

Sincerely,

[Signature]

Curtis D. Walker - Member
3 M & L, LLC.
CONSENT AFFIDAVIT

I (WE), BRUCE D. DIXON and GRACE E. DIXON as Trustees of the Bruce D. Dixon Trust UA/DTD May 6, 1991 and GRACE E. DIXON and BRUCE D. DIXON as Trustees of the Grace E. Dixon Trust UA/DTD May 6, 1999, as Beneficiaries of that certain Trust Deed recorded July 15, 1999 as Instrument No. 199914487 Deed and Mortgage Records of Yamhill County Deed records, hereby consent and agree to the conditions of approval and the recording of Plat covering property as described as OAK KNOLL NO. 10, a subdivision in the City of Newberg, Yamhill County Oregon.

BRUCE D. DIXON, TRUSTEE

GRACE E. DIXON, TRUSTEE

STATE OF OREGON

COUNTY of Yamhill

Acknowledged before me this 2nd day of November, 1999 by Bruce D. Dixon, Trustee and Grace E. Dixon, Trustee and Bruce D. Dixon, Trustee.

Janet Winder
Notary Public for Oregon
My Commission Expires: 5/10/01

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK
CONSENT AFFIDAVIT

We, THEODORE R. HARRIS and BETTY R. HARRIS as Trustees of the Theodore R. Harris Trust executed the 28th day of April 1992 as to an undivided 1/2 interest and BETTY R. HARRIS and THEODORE R. HARRIS as Trustees of the BETTY R. HARRIS TRUST executed the 28th day of April 1992 as to an undivided 1/2 interest, as Beneficiaries of that certain Trust Deed recorded January 29, 1999 as Instrument No. 199901796, Deed and Mortgage Records of Yamhill County Deed Records, agree to the conditions of approval and the recording of the Subdivision known as OAK KNOLL NO. 10, in the City of Newberg, Yamhill County, Oregon.

THEODORE R. HARRIS, TRUSTEE

BETTY R. HARRIS, TRUSTEE

BETTY R. HARRIS, TRUSTEE

THEODORE R. HARRIS, TRUSTEE

STATE OF OREGON )
COUNTY of Washington ss.

Acknowledged before me this 20th day of January, 2000 by Theodore R. Harris, Trustee and Betty R. Harris Trustee and by Betty R. Harris Trustee and Theodore R. Harris, Trustee

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

Notary Public for Oregon
My Commission Expires: 4-16-2002

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MODIFICATION OF EASEMENT

WHEREAS, Earl E. Sandager and Mary E. Sandager, husband and wife (Sandager), were the recipients of certain easement rights granted by instrument dated April 16, 1957 and recorded in Film Volume 184, Page 75, Deed and Mortgage Records of Yamhill County, Oregon, hereinafter referred to as "the easement"; and

WHEREAS, the easement serves and is appurtenant to Sandager's property more particularly described in deed recorded in Film Volume 292, Page 2148, Deed and Mortgage Records of Yamhill County, Oregon, hereinafter referred to as the "Sandager property"; and

WHEREAS, John K. Wardin and lila J. Wardin, husband and wife (Wardin), have used the above described easement to service their own property described in deed recorded in Film Volume 220, Page 2219, Deed and Mortgage Records of Yamhill County, Oregon, hereinafter referred to as the "Wardin property"; and

WHEREAS, the easement burdens and crosses property owned by Willamette Hills Associates, LLC (Willamette Hills), which property is more particularly described in deed dated June 22, 1994 in Film Volume 311, Page 472, Deed and Mortgage Records of Yamhill County, Oregon (the Willamette Hills property); and

WHEREAS, it is the desire of the parties to modify this easement by changing the location thereof as it transverses the Willamette Hills property, which change is to be accomplished by Sandager and Wardin vacating the existing easement and Willamette Hills granting Sandager and Wardin easements to replace the vacated portion of the easement; and

WHEREAS, it is the desire of the parties that the new easements are to be temporary until the Sandager property and the Wardin property develop into new residential homesites and existing homesites can obtain water service through their own utility lines; now, therefore,

FOR THE MUTUAL COVENANTS AND CONDITIONS AND CONVEYANCES HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS: