DECLARATION OF ANNEXATION TO
OAK KNOLL
OF
OAK KNOLL NO. 4

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

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

WITNESSETH

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

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

SECTION 1 - DEFINITIONS.

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

1.6 Delete and replace with : 1.6 “House” shall mean and refer to a detached dwelling unit (Lots 75 through 117) or attached dwelling unit (Lots 118 through 125), intended for use and occupancy by not more than one family, having complete living facilities and constituting one dwelling unit. This term shall also include and refer to a garage and any accessory buildings or portions of the principal building used for the parking or storage of vehicles.
SECTION 2 - HOMEOWNERS ASSOCIATION PROVISIONS

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

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

SECTION 4 - SPECIFIC BUILDING RESTRICTIONS.

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

4.6.1 Lots 75 through 117

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

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

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

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

4.6.2 Lots 118 through 125

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

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

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

4.6.2.4 Siding installed on the street side of the House must be lap siding or better.
PROPERTY ANNEXED, Declarant of Oak Knoll No. 4 hereby declares that all the property described below shall be annexed to Oak Knoll and the Declaration and that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the Declaration.

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

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

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

P.C. Development, Inc. dba
Raintree Development Company
By: R. N. McDougald, President

ACKNOWLEDGEMENT

State of Oregon
County of Yamhill

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

Corporations.

After recording return to: Raintree Development Company
16850 SW Upper Boones Ferry Road, Suite D
Tigard, Oregon 97224
PLATBOOK 4  PAGE 377

SURVEYED BY:
MATT DUNCKEL & ASSOCIATES
19010 N.W. BAKER CREEK ROAD
MCMINNVILLE, OREGON 97128
(503) 472-7904

OAK KNOLL, NO. 4
A SUBDIVISION OF THE REMAINDER OF TRACT "B", "OAK KNOLL", AND TRACT "B", "OAK KNOLL NO. 3".
LOCATED IN THE WILLIAM T. WALLACE DONATION LAND CLAIM, NO. 47
IN THE EAST HALF OF SECTION 7 AND THE WEST HALF OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN
CITY OF NEWBERG, YAMHILL COUNTY, OREGON

SURVEYOR'S CERTIFICATE

1. MATTHEW E. DUNCKEL, A REGISTERED SURVEYOR IN THE STATE OF OREGON, HAS CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED BY THE ATTACHED PLAN OF "OAK KNOLL NO. 4", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT "B", "OAK KNOLL NO. 3"

BEGINNING AT THE INITIAL POINT WHICH IS A 5 FOOT HIGH IRON ROD ON THE SOUTH RIGHT OF WAY LINE OF FOOT BALL DRIVE MARKING THE NORTHWEST CORNER LOT 2, "OAK KNOLL", SAID POINT BEARING SOUTH 18° 31' 18" WEST 2900.36 FEET FROM THE NORTHWEST CORNER OF THE WILLIAM T. WALLACE DONATION LAND CLAIM NO. 47; THENCE SOUTH 00° 00' 00" WEST 138.53 FEET ALONG THE WEST LINE OF LOTS 2 AND 1, "OAK KNOLL" TO THE NORTHWEST CORNER OF LOT 1; THENCE SOUTH 090° 00' 00" EAST 85.00 FEET ALONG THE SOUTH LINE OF LOT 1, "OAK KNOLL" TO A POINT ON THE SOUTH RIGHT OF WAY OF CENTER STREET; THENCE ALONG SOUTH RIGHT OF WAY OF CENTER STREET TO THE POINT WHERE CENTER STREET INTERSECTS THE SOUTH RIGHT OF WAY OF CENTER STREET.

REMAINDER OF TRACT "B", "OAK KNOLL"

BEGINNING AT A FOUND 5/8 INCH NICKEL ON THE NORTH RIGHT OF WAY LINE OF FOOT BALL DRIVE AT THE SOUTH END OF THE NORTHWEST CORNER OF LOT 3, "OAK KNOLL" AND BEARING NORTH 050° 48" EAST 74.28 FEET TO THE AFOREMENTIONED INITIAL POINT OF THIS SUBDIVISION; THENCE NORTH 090° 00' 00" WEST 81.60 FEET ALONG SAID NORTH RIGHT OF WAY OF FOOT BALL DRIVE TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEAST THERO A CENTRAL ANGLE OF 00° 00' 00" AN ARC DISTANCE OF 31.42 FEET (CHORD BEARING AND DISTANCE OF NORTH 090° 00' 00" WEST 28.28 FEET), THENCE SOUTH 090° 00' 00" WEST 80.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 20.00 FEET, THENCE SOUTH 090° 00' 00" WEST 80.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 20.00 FEET, THENCE SOUTHEAST THERO A CENTRAL ANGLE OF 90° 00' 00" AN ARC DISTANCE OF 31.42 FEET (CHORD BEARING AND DISTANCE OF SOUTH 090° 00' 00" EAST 28.28 FEET), THENCE SOUTH 090° 00' 00" EAST 15.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 20.00 FEET, THENCE SOUTHEAST THERO A CENTRAL ANGLE OF 090° 00' 00" AN ARC DISTANCE OF 31.42 FEET (CHORD BEARING AND DISTANCE OF SOUTH 090° 00' 00" EAST 28.28 FEET), THENCE SOUTH 090° 00' 00" EAST 15.00 FEET TO THE INITIAL POINT CONTAINING 3.0735 ACRES OF LAND.

AS PER O.R.S. 92.070 (PAR. 2), I ALSO CERTIFY THAT THE POST MONUMENTATION OF THE INTERIOR MONUMENTS IN THIS SUBDIVISION WILL BE ACCOMPLISHED WITHIN 90 CALENDAR DAYS FOLLOWING COMPLETION OF PAYING IMPROVEMENTS OR ONE YEAR FOLLOWING THE ORIGINAL PLAT RECORDEATION, WHICHEVER OCCURS FIRST, IN ACCORDANCE WITH O.R.S. 92.066.

PROFESSIONAL LAND SURVEYOR
OREGON
MATTHEW E. DUNCKEL

PROFESSIONAL LAND SURVEYOR
MATTHEW E. DUNCKEL
OREGON

EXPRESS 13/2/97

YAMHILL COUNTY CLERK/RECORD
Pursuant to O.R.S. 93-929, Takes hold of this plat on the date of filing.

YAMHILL COUNTY CLERK/RECORD
Pursuant to O.R.S. 93-929, takes hold of this plat on the date of filing.

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Pursuant to O.R.S. 93-929, takes hold of this plat on the date of filing.

YAMHILL COUNTY CLERK/RECORD
Pursuant to O.R.S. 93-929, takes hold of this plat on the date of filing.
SUBDIVISION COMPLIANCE AGREEMENT
OAK KNOLL SUBDIVISION PHASE 4

THIS AGREEMENT made and entered into this 30 day of January, 1977 by and between the CITY OF NEWBERG, a municipal corporation in the County of Yamhill, State of Oregon, hereinafter referred to as CITY and PC DEVELOPMENT, INC, AN OREGON CORPORATION DBA RAINTREE DEVELOPMENT COMPANY hereinafter referred to as SUBDIVIDER.

RECITALS

1. SUBDIVIDER has petitioned the CITY to accept a subdivision plat known as "OAK KNOLL SUBDIVISION PHASE 4" 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, whatever willfully or not, by the SUBDIVIDER, its agents, employees or contractors.

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 said public improvements shall be completed on or before the 1st day of July, 1977; 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 cause; and upon execution of this agreement, the SUBDIVIDER shall deliver to the CITY a bond for the purposes assuming SUBDIVIDER's full and faithful completion of the required improvements within said subdivision. The amount of the bond is to be 150% of the estimated cost of the unfinished work.

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 public improvement costs 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.

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 lot.

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;

[Signature]

[Signature]
(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 4;

(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 signification fee, in the amount of $205.00, will be charged on each lot at the time that building permits are issued.

(i) 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.

PC DEVELOPMENT, INC. DBA
RAINTREE DEVELOPMENT COMPANY

Robert N. McDougald, President of
Subdivider/Owner

State of Oregon

County of Yamhill

This instrument was acknowledged before me this 14th day of January, 1977 by Robert N. McDougald, President of Raintree Development Company by authority of its Board of Directors.

Notary Public for Oregon
My Commission Expires: 6/14/97

CITY OF NEWBERG

Duane R. Cole
City Manager

APPROVED AS TO FORM

Terrence D. Mahr
City Attorney
BENEFICIARIES OF TRUST DEED

(a) Pacific One Bank, Beneficiary of Trust Deed dated September 18, 1996, 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 Subdivision Phase 4 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.

By
Title: Vice President
By Authority of

State of Oregon
County of Multnomah

This instrument was acknowledged before me on this 4th day of June, 1997 by

[Signature]
Mark N. Kelley

Notary Public for Oregon
My Commission Expires 1/23/98
SUBDIVISION COMPLIANCE AGREEMENT
OAK KNOLL SUBDIVISION PHASE 2

THIS AGREEMENT made and entered into this 17th day of September, 1996, by and between the CITY OF NEWBERG, a municipal corporation in the County of Yamhill, State of Oregon, hereinafter referred to as CITY and WILLAMETTE HILLS ASSOCIATES, LLC, hereinafter referred to as SUBDIVIDER.

RECITALS

1. SUBDIVIDER has petitioned the CITY to accept a subdivision plat known as "OAK KNOLL SUBDIVISION PHASE 2" 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 the standards as defined by applicable ordinance, and the rules and regulations of the CITY as shown on the subdivision plat. The Subdivider is eligible for oversizing cost reimbursement for streets and utilities, (i.e. Highway 219 widening in residential zone, Foothills Drive widening and water main upsizing).

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 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.

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 said public improvements shall be completed on or before the 1st day of October, 1996; 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 cause; and upon execution of this agreement, the SUBDIVIDER shall deliver to the CITY a bond for the purposes assuming SUBDIVIDER's full and faithful completion of the required improvements with said subdivision. The amount of the bond is to be 150% of the estimated $194,240.00 construction cost.

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 public improvement costs 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.

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;

After recording return to:
City of Newberg, Engineering Dept.
414 E. First Street
Newberg, Oregon 97132

1-SUBDIVISION AGREEMENT
OAK KNOLL SUBDIVISION PHASE 2

Recorded in Official Yamhill County Records
CHARLES SHERN, COUNTY CLERK

199620166 09:30am 12/11/96
001 046378 10 04 08289
1 0 B2 2 10.00 10.00 3.00 0.00 0.00 0.00 0.00 0.00
(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 4;

(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 has paid an engineering fee to cover final review and inspection requiring connection to the improvements. The estimated cost of the improvements, based on the engineer's estimate, is $184,240.00. The amount of engineering fees is estimated to be 5% of the total cost of all improvements, which said amount is $9,712.00.

(g) SUBDIVIDER shall provide accurate as-built construction plans to the Engineering Division.

(h) SUBDIVIDER agrees to comply with all the conditions of the Planning Commission approval of the preliminary plat.

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

8. The date of this agreement shall be the date the City Recorder signs and affix the seal of the CITY in execution of said agreement.

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

SUBDIVIDER

WILLAMETTE HILLS ASSOCIATES, LLC

By: A. Paul Bremseth, President

(CORPORATE ACKNOWLEDGEMENT)

State of Oregon

County of Yamhill

This instrument was acknowledged before me this 28th day of August, 1996, by A. Paul Bremseth,
known by me to be president of Willamette Hills Associates, LLC.

City of Newberg

Diane R. Cole
City Recorder

APPROVED AS TO FORM

Terrence D. Mehr
City Attorney

12-11-96

2-SUBDIVISION AGREEMENT

OAK WOODS SUBDIVISION PHASE 2