DECLARATION OF ANNEXATION TO
OAK KNOLL
OF
OAK KNOLL NO 7 & 8

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

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

WITNESSETH

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

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

SECTION 1 - DEFINITIONS.

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

1.6 Delete and replace with: 1.6 "House" shall mean and refer to a detached dwelling unit (Lots 136 through 168), intended for use and occupancy by not more than one family, having complete living facilities and constituting one dwelling unit. This term shall also include and refer to a garage and any accessory buildings or portions of the principal building used for the parking or storage of vehicles.
SECTION 2 - HOMEOWNERS ASSOCIATION PROVISIONS

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

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

SECTION 4 - SPECIFIC BUILDING RESTRICTIONS.

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

4.6.1 Lots 136 through 168

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

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

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

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

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

All the certain property located in Yamhill County, Oregon in that certain plat entitled "Oak Knoll No. 7 & 8 as recorded in the plat records of Yamhill County, Oregon on the 6th day of July, 1998 at plat book 5, pages 81, 82.

Oak Knoll No. 7 & 8 recorded on the 5th day of April, 1999 Instrument #199906913

Oak Knoll No. 7 & 8 contains 33 single family lots.
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 14th day of September, 1998.

Willamette Hills LLC
By: __________________________
Jeff Bettinelli, Pres.
Black Diamond Homes, Inc.

By: __________________________
Paul Brenneke
Willamette Hills LLC

ACKNOWLEDGMENT

By: __________________________
Eric Schoenborn
President
Pres. Schoenborn Const. Inc.

By: __________________________
Mike Willcutts
Coyote Homes Inc.

State of Oregon
County of Yamhill

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

__________________________
Melinda Anderson
Notary Public
My Commission Expires: 9/12/2003

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

__________________________
[Signature]
Notary Public
My Commission Expires: [Signature]

THIS IS TO CERTIFY: That on this 22nd day of September, 1998, before me, a Notary Public in and for said county and state, personally appeared and Mike Willcutts, 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.

__________________________
[Signature]
Notary Public
My Commission Expires: [Signature]
READ AND APPROVED AS AN ADDITION DECLARANT FOR LOT 136 OAK KNOLL NO. 7

Beatrice F. Youngs, Trustee

BEATRICE F. YOUNGS, TRUSTEE

STATE OF OREGON )
) ss
COUNTY OF YAMHILL )

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

Janet L. Winder
OFFICIAL SEAL
JANET L WINDER
NOTARY PUBLIC - OREGON
COMMISSION NO. 063350
EXPIRES MAY 4, 2003

5/8
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 138 OAK KNOLL
NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY,
OREGON.

DAVID JONES
KATHLEEN JONES

STATE OF OREGON )
)ss
COUNTY OF YAMHILL )

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

Notary Public for Oregon
My Commission Expires: State/
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 129 OAK
KNOLL NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY,
OREGON.

MARC E. WILLCUTS

LORI L. WILLCUTS

STATE OF OREGON )
) ss.
COUNTY OF YAMHILL )

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

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

[Notary Seal]
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 141. OAK KNOLL NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

Barbara N. Scott

BARBARA N. SCOTT

STATE OF OREGON )
COUNTY OF YAMHILL ) ss

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

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

[Notary seal]
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 142 OAK KNOLL NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

Matthew T. Willcuts
Kari L. Willcuts

STATE OF OREGON } ss
COUNTY OF YAMHILL }

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

Janet L. Winder
Notary Public for Oregon
My Commission Expires: 5/1/01

9/18
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 143 OAK KNOLL
NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY,
OREGON.

MIKE WILDCUTS CONSTRUCTION

STATE OF OREGON )
) ss
COUNTY OF YAMHILL )

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

Amanda Kay Willey
Notary Public for Oregon
My Commission Expires: 6-25-02

[Seal]

10/19
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 144 OAK KNOLL
NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON

KENNAN RENEE KUFFEL

DOUGLAS L. KUFFEL

STATE OF OREGON

COUNTY OF Yamhill

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

JANET L. WINDER
NOTARY PUBLIC - OREGON
COMMISSION NO. 083530
MY COMMISSION EXPIRES MAY 8, 2001

Notary Public for Oregon
My Commission Expires: 5/8/01

11/18
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 145 OAK KNOLL NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

X
DARIN R. KENNEY

STATE OF OREGON )
) ss
COUNTY OF YAMHILL )

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

[Signature]
Notary Public for Oregon
My Commission Expires: 5/6/01
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 146.148.153
OAK KNOLL NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL
COUNTY, OREGON.

BLACK DIAMOND HOMES, INC.

STATE OF OREGON )
COUNTY OF YAMHILL ) ss

The foregoing instrument was acknowledged before me this 19th day
of April, 1999 by Jeffrey A. Bettinelli as President of Black
Diamond Homes, Inc.

Notary Public for Oregon
My Commission Expires: 5/6/01
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 149 OAK KNOLL No. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

Duane Dues
Kimberly Dues

STATE OF OREGON } 
COUNTY OF YAMHILL }

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

Amanda Kay Willey
Notary Public for Oregon
My Commission Expires: 6-35-02
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 151 OAK KNOLL
NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY,
OREGON.

[Signature]
President
SCHOENBORN CONSTRUCTION, INC.

STATE OF OREGON     )
COUNTY OF YAMHILL   ) ss

The foregoing instrument was acknowledged before me this 6th day
of April, 1999 by [Signature] as Secretary of Schoenborn Construction, Inc.

[Signature]
Notary Public for Oregon
My Commission Expires: 5/6/01
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 152 OAK KNOLL
NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY,
OREGON.

SCOTT M. Pohlshneider

Kirstin N. Pohlshneider

STATE OF OREGON  }ss
COUNTY OF YAMHILL)

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

Janet L. Winder
Notary Public for Oregon
My Commission Expires: 6/10/01
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 7, OAK KNOLL
NO. 7

Theodore P. Rivas III

STATE OF OREGON  
COUNTY OF YAMHILL

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

Theodore P. Rivas III

Janet L. Winder
Notary Public for Oregon
My Commission Expires: 5/19/01

17/8
READ AND APPROVED AS AN ADDITIONAL DECLARANT FOR LOT 147 OAK KNOLL NO. 7, A SUBDIVISION IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

IMON PILCHER

DOROTHY PILCHER

STATE OF OREGON }
COUNTY OF YAMHILL }

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

SHERLEY A. SONDENAA
Notary Public for Oregon
My Commission Expires: 06-21-2002
OAK KNOLL NO. 8
A SUBDIVISION OF TRACT "A" AND TRACT "B"
"OAK KNOLL, NO. 7"
IN THE WILLIAM T. WALLACE DONATION LAND CLAIM, NO. 47
IN THE SOUTHWEST QUARTER OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN,
CITY OF NEWBERG, YAMHILL COUNTY, OREGON
FEBRUARY 6, 1998

SURVEYSORS CERTIFICATE
1. ROGER J. CAMPBELL, a registered land surveyor in the state of Oregon, do hereby state that I have correctly surveyed and marked
with lamps, monuments, the land represented on the attached map
of "OAK KNOLL, No. 8," and as the initial point and true point of
beginning of tract "A," "OAK KNOLL, No. 7." I held a 5/8 inch iron
rod on the northeast corner of the tract named "OAK KNOLL, No. 7." The northerly line of the tract of land named "OAK KNOLL,
No. 7" is a line running due north through the northeast corner of
the tract of land named "OAK KNOLL, No. 8." The southerly line
of the tract of land named "OAK KNOLL, No. 7" is a line running
due south through the southwesterly corner of the tract of land
named "OAK KNOLL, No. 8." The westerly line of the tract of land
named "OAK KNOLL, No. 7" is a line running due west through the
northwesterly corner of the tract of land named "OAK KNOLL,
No. 8." The easterly line of the tract of land named "OAK KNOLL,
No. 7" is a line running due east through the southeasterly corner
of the tract of land named "OAK KNOLL, No. 8." The tract of land
named "OAK KNOLL, No. 7" consists of 1.23 acres as shown on the
plat herein.

2. Consent Affidavit
An Affidavit of Consent to the Plat Declaration by
JAMIRA HOPE AND COMMISSION STREET A PACIFIC NORTHWEST噴
INC., a corporation, was recorded in Film Volume 1 at Page 824 on
the 6th day of April, 1998.

3. Consent Affidavit
An Affidavit of Consent to the Plat Declaration by
JAMIRA HOPE AND COMMISSION STREET A PACIFIC NORTHWEST噴
INC., a corporation, was recorded in Film Volume 1 at Page 824 on
the 6th day of April, 1998.

DECLARATION
Know all men by these presents that Coyote Homes, Inc., owner
of the land described herein, does hereby make, establish and
declare the annexed map of OAK KNOLL, No. 8 as specified
and surveyed by a registered land surveyor, a true map
and plat thereof, all lots and streets being of the public
forever the public easements as shown hereon, hereby grants to the public
forever the public easements as shown hereon, and hereby grants the
private easements as shown hereon.

ACKNOWLEDGMENT
State of Oregon
Yamhill County
Know all men by these presents, on this 6th day of April, 1998,
before us, a Notary Public in and for said county, personally appeared JAMIRA
CARR and THOMAS J. CARR, residents of said county, who did make oath that they
are the persons described in said document, and that they executed
said instrument freely and voluntarily.

NARRATIVE
The purpose of this survey is to subdivide tract "A" and tract
"B," OAK KNOLL, No. 7. The basis of bearings for this survey is the south line of "OAK
KNOLL, No. 7" as determined by holding the found 5/8 inch iron
rods with aluminum caps as shown hereon. The bearings were
here taken from the plat of "OAK KNOLL, No. 7.

The locations of tract "A" and tract "B," OAK KNOLL, No. 7,
were also determined by holding the found 5/8 inch iron
rods with aluminum caps as shown hereon. The bearings were
here taken from the plat of "OAK KNOLL, No. 7.

The Surveyor's Certificate of Recording for "OAK KNOLL, No. 7"
has been recorded in Film Volume 1 at Page 824 on the 6th day
of April, 1998.
SUBDIVISION COMPLIANCE AGREEMENT

Oak Knoll 8
Part of Tax Lot 3208 CB 1700 and all of 1610
Planning Division File #:S-6-94

THIS AGREEMENT made and entered into this 30th day of March, 1999, 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 8 Subdivision" 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.

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

K:\WP\ADMIN\MISC\TABBY\AGREEMENTS\NEWBERG.OAK8.AGR.WPD March 23, 1999
the 1st day of April, 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. The amount of the bond is to be 150% of the $5,000.00 estimated cost of the unfinished work (landscaping) which amounts to $7,500.00.

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 of $128,019.50 which is $19,202.94 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;

(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 February 12, 1998 is $128,019.50. The amount of engineering fees is estimated to be 5% of the total cost of all improvements, which said amount is $6,400.98.

(ii) 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.

SUBDIVIDER

[Signature]

Mike Willcuts, Secretary/Treasurer
Coyote Homes, Inc.

State of Oregon
County of Yamhill

This instrument was acknowledged before me this 5th day of April, 1999 by Mike Willcuts, Secretary/Treasurer of Coyote Homes, Inc. by authority of its board of directors.

[Signature] Darla E. Shepherd
Notary Public for Oregon
My Commission Expires: 12-6-2000

CITY OF NEWBERG

Duane R. Cole
City Recorder

APPROVED AS TO FORM

Terrence D. Mahr
City Attorney
CONSENT AFFIDAVIT

I(WE), ZAMORA DEFERRED COMPENSATION TRUST c/o PACIFIC NORTHWEST FUNDING, INC. as Beneficiary of that certain Trust Deed dated August 3, 1997 and Recorded September 9, 1997 as Instrument No. 199715187, Deed and Mortgage Records of Yamhill County Deed records, hereby consent and agree to the conditions of approval and the recording of Partition covering property known as OAK KNOLL NO 7, in the City of Newberg, Yamhill County and State of Oregon. PACIFIC NORTHWEST FUNDING, INC. for ZAMORA DEFERRED COMPENSATION TRUST

BY:

[Signature]

STATE OF OREGON

COUNTY of Multnomah

ss.

Acknowledged before me this 2nd day of July, 1998 by HOWARD J. AARONSON as President of PACIFIC NORTHWEST FUNDING, INC.

[Signature]

Notary Public for Oregon

My Commission Expires: 10/07/00

Recorded in Official Yamhill County Records

CHARLES STERN, COUNTY CLERK

199812622 09:18am 07/06/98
CONSENT AFFIDAVIT

I(WE), PACIFIC NORTHWEST FUNDING, L.L.C. as Beneficiary of that certain Trust Deed dated May 21, 1996 and Recorded May 28, 1996 as Instrument No. 199608202, Deed and Mortgage Records of Yamhill County Deed records, hereby consent and agree to the conditions of approval and the recording of Partition covering property known as OAK KNOLL NO 7, in the City of Newberg, Yamhill County and State of Oregon.

PACIFIC NORTHWEST FUNDING, L.L.C.

BY:

\[Signature\]

STATE OF OREGON )
COUNTY of Multnomah )ss.

Acknowledged before me this 2nd day of July, 1998 by HOWARD J. AARONSON as Managing Member of PACIFIC NORTHWEST FUNDING, L.L.C.

\[Signature\]

Notary Public for Oregon

My Commission Expires: 8/04/00

OFFICIAL SEAL

JEANINE R. ERICKSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 058848
MY COMMISSION EXPIRES OCT 24, 2000

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

199812623 09:18am 07/06/98
001 070938 10 04 000200
1 0 001 1 5.00 10.00 0.00 0.00 0.00 0.00 0.00

NUT
SURVEYORS CERTIFICATE

I, ROGER J. CAMPBELL, a registered land surveyor in the State of Oregon, do hereby certify that I have correctly surveyed and marked with legal monuments the land represented on the attached map of "OAK KNOLL NO. 7" in the william t. wallace donation land claim, no. 47 in the northeast quarter of section 7 and the northwest quarter of section 8, township 3 south, range 2 west, willamette meridian of newberg, yamhill county, oregon.

ROGER J. CAMPBELL
REGISTERED LAND SURVEYOR

OAK KNOLL NO. 7


OCTOBER 30, 1997

CONSENT AFFIDAVIT

AN AFFIDAVIT OF CONSENT TO THE DECLARATION BY PACIFIC LAND AND LITIGATION SPECIALISTS, INC., OF THE SUBDIVISION OF TRACT "C" OF THE "OAK KNOLL" SUBDIVISION, 15101 RIVER ROAD, NEWBERG, YAMHILL COUNTY, OREGON, 97133, ON THE 24TH DAY OF JULY, 1993, AT 10:00 A.M.

YAMHILL COUNTY CLERK / RECORDER

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT WILLAMETTE HILLS ASSOCIATES, LLC, OWNER OF THE LAND DESCRIBED HEREBY, DOES HEREBY MAKE, ESTABLISH AND DECLARE THE ATTACHED MAP OF "OAK KNOLL NO. 7" AS SPECIFICALLY DESCRIBED IN THE ATTACHED SURVEYOR'S CERTIFICATE, A TRUE MAP AND PLAT THEREOF, ALL LOTS AND SUBDIVISIONS BEING OF THE DESCRIPTION SHOWN HEREBY. WILLAMETTE HILLS ASSOCIATES, LLC HEREBY DEDICATES TO THE PUBLIC FOREVER THE PUBLIC EASEMENTS AS SHOWN HEREBY. AND HEREBY GRANTS THE PRIVATE EASEMENTS AS SHOWN HEREBY.

A. PAUL BIRDMECHT, PRESIDENT - WILLAMETTE HILLS ASSOCIATES, LLC

ACKNOWLEDGMENT

STATE OF OREGON

YAMHILL COUNTY

I, ROGER J. CAMPBELL, surveyor, do hereby acknowledge before me, on this 25TH DAY OF AUGUST, 1997, the subscribing parties, to be duly sworn and entering into this agreement.

R. J. CAMPBELL
REGISTERED LAND SURVEYOR

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE TRACT "C", "OAK KNOLL" TRACT "A", "OAK KNOLL NO. 2" AND TRACT "A", "OAK KNOLL NO. 5" INTO 10 UNITS WHICH SHALL COMPOSE THE "OAK KNOLL" SUBDIVISION.

THE BASIS OF BEARING FOR THIS SURVEY IS THE NORTH LINE OF TRACT "A", "OAK KNOLL NO. 2" AS DETERMINED BY HOLDING THE FOUND MARK IN THE NORTH EIGHTH OF THE "OAK KNOLL" TRACT "A".


ROGER J. CAMPBELL
REGISTERED LAND SURVEYOR

EXPIRES 12/31/99

R. J. CAMPBELL
REGISTERED LAND SURVEYOR

PERSPECTIVE TO O.R.S. 92-025, TAXES HAVE BEEN PAID OR opponoed TO THE DATE OF OCTOBER 30, 1999.

YAMHILL COUNTY TAX COLLECTOR

YAMHILL COUNTY

COUNTY OF YAMHILL

Certificate registered in Official Yamhill County Records. Signed and sealed by County Clerk.

Yamhill County Clerk

Page 5
SUBDIVISION COMPLIANCE AGREEMENT
OAK KNOLL PHASE 7 SUBDIVISION

THIS AGREEMENT made and entered into this 3rd day of November, 1997, 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, Oregon Corporation, hereinafter referred to as SUBDIVIDER.

RECITALS

1. SUBDIVIDER has petitioned the CITY to accept a subdivision plat known as "OAK KNOLL PHASE 7 SUBDIVISION" 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.

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, 1998 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 assuring 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 $165,712.50 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 reviewed 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 Div.
414 E. First Street
Newberg, Oregon 97132

Recorded in Official Yamhill County Records
CHARLES STEIN, COUNTY CLERK
19961221 09:16am 07/06/98

001 070935 10 04 2000
1 003 2 10.00 10.00 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 improvement, based on the engineer's estimate, is $165,712.50. The amount of engineering fees is estimated to be 5% of the total cost of all improvements, which said amount is $8,285.63.

(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 signalization 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**

By: A. Paul Brenneke
NSP Development, Inc.

State of Oregon

) ss

County of Multnomah

This instrument was acknowledged before me on this 21st day of November, 1997, by A. Paul Brenneke to me known to be the President of NSP Development, Inc. by authority of its Board of Director.

**CITY OF NEWBERG,**

an Oregon Municipal Corporation

Duane R. Cole, City Manager

State of Oregon

) ss

County of Yamhill

This instrument was acknowledged before me on this 20th day of December, 1997, by Duane R. Cole.

APPROVED AS TO FORM/CONTENT:

Terrence D. Mahr, City Attorney

This Instrument was acknowledged before me on this 26th day of November, 1997, by Terrence D. Mahr.

Not Applicable

Notary Public for Oregon
My Commission Expires: ______
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.
NOW, THEREFORE, Declarant of Oak Knoll No. 4 hereby declares as follows:

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

All the certain property located in Yamhill County, Oregon in that certain plat entitled “Oak Knoll No. 4” as recorded in the plat records of Yamhill County, Oregon on the Jan 9, 1997 at plat book 4, pages 315, 316, Inst # 199700325

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 HEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 10 day of Nov, 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 6 day of Nov, 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

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