DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
“OAK RIDGE SUBDIVISION”
CITY OF McMINNVILLE, YAMHILL COUNTY, STATE OF OREGON

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THIS DECLARATION, made this 18th day of January 2001, by PREMIER HOME BUILDERS, INC., hereinafter referred to as DECLARANT: WHEREAS, Declarant is the owner of certain real property in the City of McMinnville, County of Yamhill, State of Oregon, which is more particularly described as follows:

"OAK RIDGE SUBDIVISION," a duly recorded subdivision within Yamhill County, State of Oregon.

AND WHEREAS, Declarant will convey said property subject to certain protective covenants, conditions, restrictions, reservations, easements, liens and charges for the benefit of said real property and its present and subsequent owners as hereinafter set forth, NOW, THEREFORE, Declarant hereby declares that all of the said property, with the exception of the public rights-of-way, open space and other remaining unplatted land of said Plat, is and shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions, reservations and conditions shall constitute covenants to run with the land and shall be binding on all persons claiming under them and having or acquiring all right, title or interest in the described property or any part thereof, and shall inure to the benefit of and be limitations upon each owner thereof, and his heirs and assigns if an individual, or its successors and assigns, if a partnership or corporation.

ARTICLE I
DEFINITIONS

1.1 "Architectural Review Committee" or "the Committee" means the committee appointed pursuant to Article 4 below.

AFTER RECORDING

RETURN TO:
Premier Home Builders, Inc.
P.O. Box 43
McMinnville OR 97128

OFFICIAL YAMHILL COUNTY RECORDS
CHARLES STERN, COUNTY CLERK

$101.00

PR-CRPR Cnt=1 Stn=2 ANITA
$80.00 $10.00 $11.00

200101277 1:15:27 PM 1/30/2001

1/16.
1.2 "Declarant" shall mean and refer to Premier Home Builders, Inc., an Oregon corporation, and its successors and assigns, if such successors or assigns should acquire Declarant's interest in the remainder of the proposed project site, or less than all of such property if a recorded instrument executed by Declarant assigns to the transferee all of Declarant's rights under this Declaration.

1.3 "Declaration" shall mean and refer to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs") applicable to the properties as executed by the Declarant on the 18th day of January 2001.

1.4 "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat of OAK RIDGE SUBDIVISION, with the exception of the public rights-of-way and open space specified on the plat.

1.5 "Assessments" means all assessments and other charges, fines and fees imposed by the Association on an Owner in accordance with this Declaration, including, without limitation, Annual Assessments, Special Assessments, Unpaid Assessments as described in Article 7 below.

1.6 "Assessment Unit" means a factor assigned to each Lot in accordance with Article 7 below for purposes of determining such Lot's prorata share of Annual Assessments, Special Assessments, and Unpaid Assessments.

1.7 "Association" means the nonprofit corporation to be formed to serve as the owners association as provided in Article 5 below, and its successors and assigns.

1.8 "Common Areas" means those lots or tracts designated as such on any plat of the Property, or in this Declaration or any declaration annexing Additional Property to Oak Ridge Subdivision.

1.9 "Common Easement Areas" means those easements established for the benefit of all property within Oak Ridge Subdivision pursuant to any plat or declaration annexing Additional Property to Oak Ridge Subdivision.

1.20 "Improvement" means every structure or improvement of any kind, including but not limited to a fence, wall, driveway, swimming pool, storage shelter or other product of construction efforts on or in respect to the Property.

1.21 "Initial Development" means the real property referred to in Article 3 below.

1.22 "Oak Ridge Subdivision or Oak Ridge" means the Initial Development plus any Additional Property.

1.23 "Living Unit" means that portion or part of any structure intended to be occupied by one family as a dwelling, together with attached or detached garage, and the patios, porches, or steps annexed thereto.
1.24 "Owner" means the person or persons, including Declarant, owning any Lot in the Property, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot. The rights, obligations and other status of being an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.25 "Public Areas" means areas dedicated to the public or established for public use in any plat of the property, or so designated in this Declaration or the declaration annexing such property to Oak Ridge Subdivision.

1.26 "Oak Ridge Homeowner's Association" means the association formed pursuant to the Oak Ridge declaration.

1.27 "Oak Ridge Common Areas" means the areas designated as such pursuant to the Oak Ridge Declaration. Expressly, the landscaped area, fence and signage along Baker Creek Road, and planting strips in the right of way of Oak Ridge Drive.

1.28 "Oak Ridge Declaration" or "This Declaration" means the Declaration of the Protective Covenants, Conditions, Restrictions and Easements for Oak Ridge Subdivision dated herewith and recorded in the Records of Yamhill County, Oregon, on the same date as this Declaration is recorded, together with any rules and regulations promulgated thereunder, as such Declaration may be amended or supplemented from time to time in accordance with the provisions of such Declaration.

1.29 "The Property" means Oak Ridge Subdivision.

ARTICLE II
USE AND RESTRICTIONS

2.0 Exterior Finish and Color: The exterior finish of all construction on any lot shall be designed, built and maintained in such a manner as to be compatible with the character and existing structures within this subdivision. Exterior colors must be natural earth tones and must be approved prior to application by the Architectural Review Committee. Exterior siding shall be composite lap siding, vinyl, stucco, cedar shingles, brick, or stone. T-111 plywood sheet siding is not permitted. Other siding materials will be judged on their merit by the Architectural Review Committee after review of samples. Windows shall be wood or vinyl clad in white or color coordinated with the house, but may not be mill finish aluminum. In appropriate circumstances the Architectural Review Committee can approve other materials if necessary to facilitate design, provided they are in keeping with the character of Oak Ridge. The Uniform Building Code, if more restrictive, shall apply.
2.1 Dwelling Size/Completion: The dwelling, exclusive of uncovered porches, garage and outbuildings, shall not be less than 1200 square feet in floor area and minimum two car garage. No carport shall be allowed in the development. Parking shall be provided by means of entirely closed parking facilities or garages.

2.2 Roofing: Roofing material must be cedar shingles, cedar shake, tile, simulated shingle, tile or slate, or 25 year asphalt architectural composition dimensional roof shingles. Minimum six in twelve roof pitch shall be required.

2.3 Structures Permitted. No structures shall be erected or permitted to remain on any Residential Lot except structures containing Living Units and structures normally accessory thereto. The foregoing provision shall not exclude construction of a private greenhouse, storage unit, private swimming pool or structure for the storage of a boat and/or camping trailer for personal use, provided that location of such structure is in conformity with the applicable City of McMinnville regulations, is compatible in design and decoration with the dwelling structure constructed on such Lot, and has been approved by the Architectural Review Committee.

2.4 Residential Use. Residential lots shall only be used for single-family residential purposes. Except with the consent of the Board of Directors of the Association, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Residential 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. Nothing in this paragraph shall be deemed to prohibit; (a) activities relating to the rental or sale of Living Units, (b) the right of Declarat or any contractor or home builder to construct Living Units on any Residential lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any Living Unit as a sales or rental office or model home for purposes of sales or rental in Oak Ridge, and (c) the right of the Owner of a Residential Lot to maintain his professional personal library, keep his personal business or professional records or accounts. The Board of Directors shall not approve commercial activities otherwise prohibited by this paragraph unless the Board of Directors determines that only normal residential activities would be observable outside of the Living Unit and that the activities would not be in violation of applicable City of McMinnville ordinances.

2.5 Mobile homes are not permitted to be placed as a residence on any lot, either temporarily or permanently.

2.6 Offensive or Unlawful Activities. No obnoxious or offensive noises shall be made or activities carried upon any Property which may become an annoyance or nuisance to neighbors or to the neighborhood, or interferes with the use of any adjacent lot by its property owners. No unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed.

2.7 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number of household pets may be kept provided that they are reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of their respective owners. No dog shall be permitted to roam the Property unattended, and all dogs shall be kept on a leash while outside a Lot. An Owner or resident
may be required to remove a pet upon receipt of the third written notice from the Association Board of Directors of violations of any rule, regulation governing pets within the Property.

2.8 Maintenance of Structures and Grounds. Each Owner shall maintain his Lot and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire or other hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. All repainting or restaining and exterior remodeling shall be subject to prior review and approval by the Architectural Review Committee. In addition, each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time.

2.9 Parking. Parking of any boats, trailers, motor homes, recreational cars, motorcycles, trucks, truck-campers and like equipment shall be parked in the side or rear yard behind a six (6) foot high fence or within the confines of an enclosed garage, and out of direct view from the street. No owner shall permit any vehicle of any kind, including automobiles, boats, trailers, motor homes, motorcycles, trucks, campers, etc., to be abandoned or to remain parked on the street or driveway for a period in excess of 72 hours. Boats, trailers, motor homes, motorcycles, and campers shall not be allowed to be parked in any driveway for a period greater than 72 hours. Trucks larger than one ton shall not be parked in Oak Ridge except for the purpose of delivery, loading, or unloading.

2.10 Vehicles in Disrepair. No Owner shall permit any vehicle that is in an extreme state of disrepair to be abandoned or to remained parked on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed in an "extreme state of disrepair" when the Board of Directors reasonably determines that its presence offends the occupants of the neighborhood. Should any Owner fail to remove such vehicle within five (5) days following the date on which notice is mailed to him by the Association, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner.

2.11 Signs. No signs shall be placed on any lot except that not more than two signs, each up to two square feet in size, may be temporary displayed on any lot by the owner, Declarant or by a licensed real estate agent for real estate purposes. (The restriction shall not prohibit the temporary placement of "political" signs on any lot.)

2.12 Rubbish and Trash. No lot, open space, street or other tract of land shall be used to dump trash, rubbish, yard debris, or dirt resulting from landscaping work. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Such containers shall be kept out of public view except on scheduled trash collection days.

2.13 Completion of Construction. The construction of any building on any lot, including private lot drainage, construction of sidewalks and driveway entrance, exterior painting, and all other exterior finish, shall be completed within one year from the beginning of construction. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Review Committee. All construction sites
shall be maintained so as not to create a physical or fire hazard or a nuisance. Sites abandoned for more than one week shall be cleaned and free from debris.

2.14 Landscape. All landscaping shall comply with Design Guidelines adopted by the Architectural Review Committee and completed with in six (6) months from the date of occupancy of the Living Unit constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the Architectural Review Committee.

2.15 Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any residential lot at any time as a residence either temporarily or permanently.

2.16 Fences and Hedges. No fences or boundary hedges shall be installed without prior approval of the Architectural Review Committee.

2.17 Service Facilities. Service facilities (garbage, fuel tanks, clotheslines, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring property.

2.18 Antennas and Satellite Dishes. Exterior antennas and satellite receiver and transmission dishes shall not be permitted to be placed upon any Residential Lot except as approve by the Architectural Review Committee.

2.19 Exterior Lighting or Noisemaking Devices. Except with the consent of the Architectural Review Committee, no exterior lighting or noisemaking devices shall be installed or maintained on any Residential Lot, other than security and fire alarms.

2.20 Tree Removal. No trees greater than 9 inches diameter at breast height may be removed unless such removal is in compliance with the Tree Removal Plan for Oak Ridge filed with the City of McMinnville.

2.21 Pest Control. No Owner shall permit any thing or condition to exist upon any portion of the Property which shall induce, breed or harbor infectious plant diseases or noxious insects or vermin.

2.22 Oak Ridge Common Areas and Easements. All Owners shall comply with the Oak Ridge Declaration and the rules and regulations adopted by the Oak Ridge Homeowner’s Association.

2.23 Oak Ridge Wetlands, Swale and Detention Pond. No Owner shall litter, contaminate, pollute or cause or permit any foreign substance to enter these areas.

2.24 Association Rules and Regulations. In addition, the Association from time to time may adopt, modify or revoke such Rules and Regulations. A copy of the Rules and Regulation, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Association Board of Directors promptly to each Owner and shall be binding upon all Owners and occupants of
all Residential Lots upon the date of delivery. The method of adoption of such rules shall be as provided in the Bylaws of the Association.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION

3.0 "Initial Development". Declarant hereby declares that all of the real property described below is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration. All that certain real property located in Yamhill County, Oregon, in that certain plat entitled "Oak Ridge Subdivision" filed in the plat records of Yamhill, County Oregon.

The 30 acres is approved to develop 105 single family lots. The Initial Development contains 68 single family Lots and will contain not more than 68 Living Units.

3.1 "Additional Property". Declarant may from time to time and in its sole discretion annex to Oak Ridge as Additional Property, any real property now or hereafter acquired by it, and may also from time to time and in its sole discretion permit other holders of real property to annex the real property owned by them to Oak Ridge. The annexation of such real property shall be accomplished as follows:

(a) The owner or owners of such real property shall record a declaration which shall be executed by or bear the approval of Declarant and shall, among other things, describe the real property to be annexed, establish any additional limitations, uses, restrictions, covenants and conditions which are intended to be applicable to such property, and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

The property included in any such annexation shall thereby become a part of Oak Ridge Subdivision and this Declaration, and the Declarant and the Association shall have and shall accept and exercise administration of this Declaration with respect to such property.

Notwithstanding any provision apparently to the contrary, a declaration with respect to any Additional Property may: establish such new land classifications and such limitations, uses restriction, covenants and conditions with respect to such property as Declarant may deem to be appropriate for the development of the Additional Property.

There is no limitation on the number of Lots or Living Units which Declarant may create or annex to Oak Ridge, except as may be established by applicable ordinances of the City of McMinnville.

Similarly, there is no limitation on the right of Declarant to annex common property, except as may be established by the City of McMinnville.

Declarant does not agree to build any specific future Improvement, but does not choose to limit Declarant's right to add additional Improvements.

Upon annexation, additional Lots so annexed shall be entitled to voting right as set forth in Article 5 below.
ARTICLE IV
ARCHITECTURAL REVIEW COMMITTEE

4.0 Architectural Review. No Improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors and proposed location of the Improvement have been submitted to and approved in writing by the Architectural Review Committee. It is the intent and purpose of this Declaration to assure quality of workmanship and materials, to assure harmony of external design with the existing Improvements and as to location with respect to topography and finished grade elevations. The Architectural Review Committee is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the applicant. The procedure and specific requirements for review and approval of residential construction may be set forth in Design Guidelines adopted from time to time by the Architectural Review Committee.

4.1 Committee Decision. The Architectural Review Committee shall render its decision with respect to the construction proposal within fifteen (15) working days after it has received all material required by it with respect to the application. In the event the Committee fails to render its approval or disapproval within thirty (30) working days after the Committee has received all material required by it with respect to the proposal, or if no suit to enforce this Declaration has been commenced within one year after completion thereof, approval will not be required and the related provisions of this Declaration shall be deemed to have been fully complied with.

4.2 Committee Discretion. The Architectural Review Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the Committee intends for Oak Ridge. Consideration such as siting, shape, size, color, design, height, solar access, impairment of the view from other Lots, or other effect on the enjoyment of other lots or the Common Area, disturbance of existing terrain and vegetation and any other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

4.3 Membership: Appointment and Removal. The Architectural Review Committee shall consist of as many persons, but not less than two, as the Declarant may from time to time appoint. The Declarant may remove any member of the Committee from office at its discretion at any time and may appoint new or additional members at any time. The Association shall keep on file at its principal office a list of the names and addresses of the members of the Committee. Declarant may at any time delegate to the Board of Directors of the Association the right to appoint or remove members of the Architectural Review Committee. In such event, or in the event Declarant fails to appoint an Architectural Review Committee, the Board of Directors shall assume responsibility for appointment and removal of members of the Architectural Review Committee, or if it fails to do so, the Board of Directors shall serve as the Architectural Review Committee.
4.4 Majority Action. Except as otherwise provided in this Declaration, a majority of the members of the Architectural Review Committee shall have the power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decision only by written instrument setting forth the action taken by the consenting members.

4.5 Liability. Neither the Architectural Review Committee nor any member thereof shall be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member of the Committee, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.

4.6 Non-waiver. Consent by the Architectural Review Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

4.7 Appeal. At any time after Declarant has delegated appointment of the members of the Architectural Review Committee to the Board of Directors of the Association pursuant to Article 4, any owner adversely affected by action of the Architectural Review Committee may appeal such action to the Board of Directors of the Association. Appeals shall be made in writing within ten (10) days of the Committee's action and shall contain specific objections or mitigating circumstances justifying the appeal. A final conclusive decision shall be made by the Board of Directors of the Association within fifteen (15) working days after receipt of such notification.

4.8 Effective Period of Consent. The Architectural Review Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the Committee. This shall include, but not be limited to, maintaining, painting or staining, and generally keeping in good order and repair the exterior and interior of any Common Area improvement; and the trimming and maintaining of Common Area Grounds, shrubbery, trees and other landscaping in neat and proper condition consistent with good horticultural practices. The Board shall each year select from its membership a President and Secretary-Treasurer, who shall perform the duties normally associated with those offices. Members of the Board and the officers may be compensated for their services on behalf of the Association, and may be reimbursed for reasonable expenses incurred by them in the performance of their duties.
ARTICLE V
HOMEOWNER'S ASSOCIATION

5.0 The members of the Board shall be elected for terms of one year each by the members of the Association at their annual meeting. Each member of the Board shall have one vote in all matters coming before it, and all decisions of the Board shall be by majority vote. The primary responsibilities of the Board shall be to establish each year the amount of the assessment to be levied against each platted lot within the subdivision for the ensuing year to finance the activities of the Association, and to supervise and oversee the maintenance of Common Areas in the manner necessary to provide for the preservation and enhancement of the property values of the Property and any part thereof.

5.1 Purpose: To enhance the aesthetic appeal of the subdivision, to buffer the residents thereof from the traffic on Baker Creek Road, and to help identify the subdivision with the community, the Declarant shall construct a fence or wall inside and along those boundaries of the subdivision which are adjacent to Baker Creek Road and the entrance of Oak Ridge Drive and shall landscape portion of the property which lie within the right of way of Baker Creek Road and Oak Ridge Drive within the landscape plant strip areas shown on the final plat. The Declarant acknowledges that the continued maintenance and upkeep of the fences, landscape areas and signs will be of vital importance to the preservation and enhancement of property values within the subdivision. A satisfactory maintenance program will require uniformity of actions along the entire length of the fences and landscape areas, and that such a satisfactory program can best be carried out by a homeowner’s association. Declarant shall, before the first Lot is conveyed to an Owner, organize the Association as a non-profit corporation under the general non-profit corporation laws of the State of Oregon. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event all of the property, powers and obligations of the incorporated association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, and such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association.

5.2 Membership. Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one or more Lots within the Property, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

5.3 Voting Rights. Voting rights within the Association shall be allocated as follows: Residential Lots shall be allocated one vote per Living Unit, regardless whether the Living Unit has been constructed on the Lot.
5.4 Classes of Voting Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to voting rights for each Lot owned computed in accordance with Article 5.2 above. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more voting rights be cast with respect to any Lot than as set forth in Article 5.2.

Class B. Class B member shall be the Declarant and shall be entitled to three times the voting rights computed under Article 5.2 for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: When eighty percent (80%) of the Lots in the final phase of development of Oak Ridge as permitted by the Master Plan have been sold and conveyed to Owners other than Declarant; or at such earlier time as Declarant may elect in writing to terminate Class B membership.

5.5 General Powers and Obligations. The Association shall have, exercise and perform all of the following powers, duties and obligations:

The powers, duties and obligations granted to the Association by this Declaration.

The powers and obligations of a non-profit corporation pursuant to the general non-profit corporation laws of the State of Oregon.

The powers, duties and obligations of a homeowner's association pursuant to the Oregon Planned Community Act, whether or not such Act is applicable to this Declaration.

Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Property.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in this Declaration made in accordance with its provisions, accompanied by changes in the Articles of Incorporation or bylaws of the Association made in accordance with such instruments and with the non-profit corporation laws of the State of Oregon.

5.6 Specific Powers and Duties. The powers and duties of the Association shall include, without limitation, the following:

5.7 Maintenance and Services. The Association shall provide maintenance and services for the Property as provided in Article 6 and other provisions of this Declaration.

5.8 Insurance. The Association shall obtain and maintain in force policies of insurance as provided in the Declaration or the Bylaws of the Association.

5.9 Rulemaking. The Association shall make, establish, promulgate, amend and repeal Rules and Regulations as provided in Article 5.5 of this Declaration.

5.10 Assessments. The Association shall adopt budgets and impose and collect Assessments as provided in Article 7 of this Declaration.
5.11 Enforcement. The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of this Declaration and the Rules and Regulations adopted by the Association, including, without limitation, enforcement of the decisions of the Architectural Review Committee.

5.12 Employment of Agents, Advisers and Contractors. The Association through its Board of Directors, may employ the services of any person or corporation as managers, hire employees to manage, conduct and perform the business, obligations and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, landscape architects, recreational experts, architects, planners, lawyers and accountants, and contract for or otherwise provide for all services necessary or convenient for the management, maintenance and operation of the Property.

5.13 Borrow Money, Hold Title and Make Conveyances. The Association may borrow and repay moneys for the purpose of maintaining and improving the Common Areas and Easements.

5.14 Meetings. The Membership of the Association may hold an annual meeting during the first quarter of each calendar year, for the purpose of electing the Board and to conduct other business. The membership may hold additional meetings during the year upon the call of the President, a majority of the Board or not less than 1/3(one-third) of the membership. Oral or written notice of each meeting shall be given to the membership in accordance with policies established by the Board, and meetings shall be held at such time and place as is designated by the Board.

5.15 Liability. A member of the Board of Directors or an officer of the Association shall not be liable to the Association or any member thereof for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his duties, except for acts of gross negligence or intentional acts. In the event any member of the Board of Directors or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

5.16 Interim Board. Declarant shall have the right to appoint an interim board of three directors, who shall serve as the board of Directors of the Association until replaced by Declarant or until their successors take office at the next annual meeting following termination of Class B membership.

ARTICLE VI
MAINTENANCE AND SERVICES

6.0 Maintenance. The Association shall maintain or contract to maintain the planting areas within the right of way and the landscaped area along Baker Creek Road.
6.1 Fence and Subdivision Sign along Baker Creek Road. The fence wall and Subdivision sign along Baker Creek Road will be maintained by the homeowner's association. Representatives of the Homeowner's Association have the right to come on to the respective lots of 1 through 11 if necessary, to maintain and repair fence or sign. Owners of Lots 1 - 11 may not hang or place any objects on the fence that may be seen from Baker Creek Road.

**ARTICLE VII**

**ASSESSEMENTS**

7.0 Purpose of Assessments. The assessments levied by the Association shall be used primarily to maintain the Common landscaped areas, including the 5 identified healthy White Oaks, wetlands and detention pond, fences and lands. The Board of Directors of the Association may also assess such charges for insurance premiums and miscellaneous expenses of the Association as it deems appropriate and necessary for the normal operation and administration of the Association.

7.1 Apportionment of Assessments. All lot shall pay a pro rata share of the Annual Assessment.

7.2 Annual Assessments. The Board of Directors of the Association shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current costs of maintenance and service and future need of the Association, any over assessment and any common profits of the Association. The budget shall provide for such reserve or contingency funds as the Board deems necessary. The members of the Association may, by a vote of seventy-five percent (75%), agree to use the existing assessments or to levy new assessments for other purposes. Initially and until further action by the Board, an annual assessment of $150.00 is hereby levied against each such platted lot. The first annual assessment shall be paid to the Association by the owner or owners of each platted lot not later than February 1, 2001 and subsequent annual assessments shall be paid to the Association by February 1 in the year of assessment.

7.3 Special Assessment. Special assessments shall be levied only in the event of an unanticipated emergency need for additional funds to meet the needs of the Association, and shall be paid within 30 days after notice of assessment is sent to the lot owner or owners in question. The Board shall have the power and authority to set the amount of all assessments, provided, however, that the Board shall not increase the amount of the annual assessment by more than 25 percent over the amount for the proceeding year, or levy any special assessment, except on the majority vote of those members of the Association who are present and vote at an annual or special membership meeting.

7.4 Unpaid Assessment. Any assessment not paid within (30) days after the due date shall bear interest from such due date at the rate of twelve percent (12%) per annum or such other rate as may be approved by resolution of the Board of Directors of the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot in accordance with the provisions of ORS 87.352 through 87.490, inclusive, and 87.910, 87.920 and 88.000 now or as hereafter amended. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of Common Areas or abandonment of the Lot(s) owned. No assessment shall be levied against any portion of the subdivision which has
not yet been platted as a lot therein upon a plat duly recorded in the Records of Yamhill County, Oregon.

ARTICLE VIII
ENFORCEMENT

8.0 Enforcement. For a violation or breach of any of the Reservations and Restrictive Covenants by any person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Developer, the Board, the lot owners or any of them individually or severally shall have the right to proceed in law or equity to recover damages for the breach hereof or to compel compliance with the terms hereof, or to prevent the violation or breach of any of the Reservations or Restrictive Covenants set forth herein, the Developer or the Board shall have the right to cause its authorized representative to go upon the lot in question and to summarily abate or remove the offending structure at the expense of the owner. Any such entry and abatement shall not be deemed a trespass. The failure to enforce any of the Reservations and Restrictive Covenants with respect to any previous violation or alleged violation shall not bar their enforcement with respect to any subsequent violation. The invalidation of any one or more of the Reservations and Restrictive Covenants by any court of competent jurisdiction shall in no way affect any of the other Reservations and Restrictive Covenants, but they shall remain in full force and effect.

In the event the Developer or the board incurs any costs or expenses (including but not limited to attorney's fees) in seeking to enforce these Reservations and Restrictive Covenants, whether or not litigation or other proceedings are commenced the Developer or Board shall be entitled to recover all such costs and expenses incurred by it in connection with its efforts to enforce these Reservations and Restrictive Covenants. In addition, in the event the Developer, the Board or one or more lot owners commence any litigation or other proceeding against a lot owner alleged to have violated these Reservations and Restrictive Covenants, for the purpose of enforcing the same against said lot owner, or in the event the Developer, the Board or any other lot owners are named in an action or other proceeding brought by a lot owner and pertaining to these, the prevailing party or parties in such action or proceedings shall be entitled to recover from the party or parties not prevailing therein all costs and expenses incurred by the prevailing party in such action or proceeding, including but not limited to reasonable attorney's fees incurred at trial and upon any appeal.

8.1 Any costs or expenses which the Declarant, the Board, the Association or one or more lot owners shall be entitled to recover against, a lot owner under this section shall if not paid within 10 days following demand therefore, be a lien against the lot or lots belonging to the owner whose actions were alleged or determined to be in violation of the provisions of this Declaration. Should such owner fail, neglect or refuse to satisfy and discharge any lien arising hereunder within 30 days, the Board or other person entitled to recover the cost and expenses covered by said lien shall have the right to interest on the amount of the lien at the rate of twelve percent (12%) per annum, and shall be entitled to receive and recover from the lot owner whose property is the subject of the lien, all cost of collection, including but not limited to reasonable attorney's fees, at trial and upon appeal.
8.2 Severability. Invalidation of any one of these covenants and restrictions by judgement or court order shall in no way effect any other provisions, which shall remain in full force and effect.

8.3 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date of this Declaration's recording in the Deed Records of Yamhill County, after which time said covenants, unless revoked, shall, together with any amendment thereof, be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended or revoked by an instrument signed by not less than seventy-five percent (75%) of the lot owners. The signatures must be gathered within a 60 day maximum period in order to become effective. Any instruments affecting a revocation or any amendment of this Declaration must be properly recorded in the Deed Records of Yamhill County, Oregon.

8.4 Conflicts with City Codes and Regulations. These private conditions and regulations constitute a private agreement among the owners of lots within Oak Ridge Subdivision. It is the duty of every person engaged in development within Oak Ridge Subdivision to know the requirements of these CC&R's. These CC&R's will not be enforced by the City of McMinnville nor do these CC&R's limit the rights of the City of McMinnville. The City will not be liable for any approvals or permits which are granted in compliance with City regulations, but which are not in compliance with these CC&R's. There may be conflicting requirements between these CC&R's and the City's regulations. In the event of a conflict between a City regulation and these CC&R's, the more restrictive condition applies.

8.5 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of his Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner himself.

8.6 Non-waiver. Failure by the Association or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

8.7 Notices and Other Documents. Any notice or other document permitted or required by this Declaration may be delivered either personally or by mail. Delivery by mail shall be deemed made twenty-four (24) hours after having been deposited in the United States mail as certified or registered mail, with postage prepaid, addressed as follows: If to Declarant or the Association, PO Box 43, McMinnville, OR 97128. The address of a party may be changed at any time by notice in writing delivered as provided herein.

PREMIER HOME BUILDERS, INC.

BY: [Signature] BY: [Signature]
TITLE: President TITLE: Secretary

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION, OAK RIDGE SUBDIVISION ACKNOWLEDGEMENT:

STATE OF OREGON
COUNTY OF YAMHILL

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18th DAY OF January, 2001, BY [Signature], Premier Home Builders, Inc., an Oregon Corporation, who acknowledged that the foregoing instrument was signed on behalf of said corporation by authority of its members as its voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON

Joely D. Roberts
3-13-02

MY COMMISSION EXPIRES: 3-13-02
DECLARATION OF ANNEXATION TO
OAK RIDGE SUBDIVISION
OF
OAK RIDGE SUBDIVISION FIRST AND SECOND ADDITIONS

THIS DECLARATION OF ANNEXATION TO OAK RIDGE SUBDIVISION is made by Premier Development, LLC an Oregon Limited Liability Corporation which is the Declarant for Oak Ridge Subdivision First and Second Additions.

Premier Home Builders Inc. is the Declarant under the Declaration of Protective Covenants for Oak Ridge Subdivision dated 01/18/01 and recorded 01/30/01 as recorders fee No. 200101277 Yamhill County deed records, hereinafter called the “Declaration”.

WITNESSETH

WHEREAS, Declarant of Oak Ridge Subdivision First and Second Additions is the owner of all that is certain real property located in Yamhill County, Oregon and legally described as Lots 69 through 76 and 77 through 82, respectively. Oak Ridge Subdivision First and Second Additions have been platted and designated as Oak Ridge Subdivision First and Second Additions according to the map and plat thereof on file with and in the official records of Yamhill County, Oregon.

WHEREAS, Declarant of Oak Ridge Subdivision First and Second Additions desires to subject Lots 69 through 76 and 77 through 82, respectively. Oak Ridge Subdivision First and Second Additions to the conditions, covenants and restrictions contained herein for the benefit of all the Lots on Oak Ridge Subdivision First and Second Additions and their present and subsequent owners, with the following exceptions.

AMENDMENTS AND REVISIONS TO
COVENANTS, CONDITIONS AND RESTRICTIONS OF
“OAK RIDGE SUBDIVISION”
CITY OF McMinnville, Yamhill County, State of Oregon

The following Articles are amended as follows:

Article 4.8 Effective Period of Consent.

The last sentence of this Article which reads “Members of the Board and the officers may be compensated for their services on behalf of the Association, and may be reimbursed for reasonable expenses incurred by them in the performance of their duties.” Is hereby amended to read: Members of the Board and the officers may be reimbursed for reasonable expenses incurred by them in the performance of their duties on behalf of the Association.
Article 5.13 Borrow Money, Hold Title and Make Conveyances.
   This Article which reads “The Association may borrow and repay moneys for the purpose of maintaining and improving the common areas and easements” is hereby amended to read: Article 5.13 Hold Title and Make Conveyances. The Association may hold title to and convey any common areas and easements which it owns.

Article 7.3 Special Assessment.
   The last sentence amended as follows: “25 percent” changed to “5 percent”. The Board shall have the power and authority to set the amount of all assessments, provided, however, that the Board shall not increase the amount of the annual assessment by more than 5 percent over the amount for the preceding year, or levy any special assessment, except on the majority vote of those members of the Association who are present and vote at an annual or special membership meeting.


PREMIER DEVELOPMENT, LLC

MEMBER: [Signature]

DATE: 9/12/03

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OAK RIDGE SUBDIVISION ACKNOWLEDGEMENT:

STATE OF OREGON

COUNTY OF YAMHILL

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12TH DAY OF SEPTEMBER, 2003, BY Lori L. Zumwalt, Member, Premier Development, LLC, an Oregon Limited Liability Corporation, who acknowledged that the foregoing instrument was signed on behalf of said corporation by authority of its members as its voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON

MY COMMISSION EXPIRES: 2-06-06
AMENDMENTS AND REVISIONS TO
COVENANTS, CONDITIONS AND RESTRICTIONS OF
"OAK RIDGE SUBDIVISION"

CITY OF McMINNVILLE, YAMHILL COUNTY, STATE OF OREGON WHICH ARE
AS DOCUMENT NUMBER 200101277.

The following Articles are amended as follows:

Article 4.8 Effective Period of Consent.
The last sentence of this Article which reads "Members of the Board and the officers may be
compensated for their services on behalf of the Association, and may be reimbursed for reasonable
expenses incurred by them in the performance of their duties." is hereby amended to read: Members of
the Board and the officers may be reimbursed for reasonable expenses incurred by them in the
performance of their duties on behalf of the Association.

Article 5.13 Borrow Money, Hold Title and Make Conveyances. This Article which reads "The
Association may borrow and repay moneys for the purpose of maintaining and improving the common
areas and easements" is hereby amended to read: Article 5.13 Hold Title and Make Conveyances. The
Association may hold title to and convey any common areas and easements which it owns.

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The last sentence amended as follows: "25 percent" changed to "5 percent". The Board shall
have the power and authority to set the amount of all assessments, provided, however, that the
Board shall not increase the amount of the annual assessment by more that 5 percent over the
amount for the preceding year, or levy any special assessment, except on the majority vote of those
members of the Association who are present and vote at an annual or special membership meeting.

The undersigned being the owners of real property described below in Oak Ridge Subdivision agree to the
above amendments and deletions to the Covenants, Conditions and Restrictions for Oak Ridge
Subdivision, City of McMinnville, Yamhill County, State of Oregon.

Dated April 16, 2003

Dated April 16, 2003

Dated

Dated 6-12-03

Premier Home Builders, Inc.
By: [Signature]
Owner of lots 5, 7, 13, 25, 33, 37
Jeffrey A. and Linda L. Zumwalt
By: [Signature]
Owner of lots 11, 12, 24
Dave and Judy Ryan
By: [Signature]
Owner of lot 48
Richard and Michelle Lee
By: [Signature]
Owner of lot 60

lot 14
AMENDMENTS AND REVISIONS TO
COVENANTS, CONDITIONS AND RESTRICTIONS OF
"OAK RIDGE SUBDIVISION"
CITY OF McMINNVILLE, YAMHILL COUNTY, STATE OF OREGON WHICH ARE
AS DOCUMENT NUMBER 200101277.

The following Articles are amended as follows:

Article 4.8 Effective Period of Consent.
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Board shall not increase the amount of the annual assessment by more that 5 percent over the
amount for the preceding year, or levy any special assessment, except on the majority vote of those
members of the Association who are present and vote at an annual or special membership meeting.

The undersigned being the owners of real property described below in Oak Ridge Subdivision agree to the
above amendments and deletions to the Covenants, Conditions and Restrictions for Oak Ridge
Subdivision, City of McMinnville, Yamhill County, State of Oregon.

[Signatures]

J. Ann Troxel
AMENDMENTS AND REVISIONS TO
COVENANTS, CONDITIONS AND RESTRICTIONS OF
“OAK RIDGE SUBDIVISION”
CITY OF McMINNVILLE, YAMHILL COUNTY, STATE OF OREGON WHICH ARE
AS DOCUMENT NUMBER 200101277.

The following Articles are amended as follows:

Article 4.8 Effective Period of Consent.
   The last sentence of this Article which reads “Members of the Board and the officers may be
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   expenses incurred by them in the performance of their duties.” is hereby amended to read: Members of
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   Association may borrow and repay moneys for the purpose of maintaining and improving the common
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   Association may hold title to and convey any common areas and easements which it owns.

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   The last sentence amended as follows: “25 percent” changed to “5 percent”. The Board shall
   have the power and authority to set the amount of all assessments, provided, however, that the
   Board shall not increase the annual assessment by more that 5 percent over the
   amount for the preceding year, or levy any special assessment, except on the majority vote of those
   members of the Association who are present and vote at an annual or special membership meeting.

The undersigned being the owners of real property described below in Oak Ridge Subdivision agree to the
above amendments and deletions to the Covenants, Conditions and Restrictions for Oak Ridge
Subdivision, City of McMinnville, Yamhill County, State of Oregon.

State of Oregon,

County of Yamhill } ss.

On 10-14-2003 before me personally appeared

_________ whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was
executed freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.

STATE OF OREGON,
Notary Public for Oregon
My commission expires 7/6/12, 2007

FORM No. 23 - ACKNOWLEDGMENT, INDIVIDUAL

3 of 4
Dated 4-21-03

Myrna Baldwin
By: Myrna Baldwin
Owner of lot 20
Sang W. Yoon
By: Sarah Butler
Owner of lots 21
Ron and Barbara Whitworth
By: Barbara A. Whitworth
Owner of lot 22
Vince A. and Michelle M. Barrett
By: Charlie Taron
Owner of lots 23
Shawn Butler
By: Charlie Taron
Owner of lots 26
Charlie Taron
By: Charlie Taron
Owner of lot 27

Dated 4-24-03

By: Natalie C. Fisk

Dated 10-15-03

By: Linda Cadinha

Dated

By: Linda Cadinha

Dated

By: Kenneth M. and Ellen M. McChesney

Dated

By: Francesco Estrella

Dated

By: Neil and Bridget Owens

Dated

By: Laurie Morgan

Dated

By: Glen and Polly Ann Community

Dated

By: Ray Clevendence

Owner of lot 30
Owner of lot 31
Owner of lot 32
Owner of lot 34
Owner of lot 35
Owner of lot 36
Owner of lot 38

Lot 14
Dated

Jackson and Micki Vaughn
By:
Owner of lot 39

By:
Owner of lot 40
R. L. Kauffmann Homes, Inc.
By:______
Owner of lot 41
Anderson Construction Services, Inc.
By: ________
Owner of lot 42

Bob and Dolores Blechmann
By: ________
Owner of lot 43
Dolores Blechmann

Mark Boothe
By:______
Owner of lot 44

Jerry Stellflug
By:______
Owner of lot 45

Jeff and Carol Mason
By:______
Owner of lot 46

David Kryta
By:______
Owner of lot 47

Suzanne Paul
Owner of lot 50

Jean Hensford
Owner of lot 51

John and Rosellen Bailey
By:______
Owner of lot 52

Mary Bailey
Owner of lot 53

Kirk Bales
By:______
Owner of lot 54

Victor and Sarah Fernandez
By:
Owner of lot 55

Jeff and Carol Mason
By:______
Owner of lot 47

Dated

Dated 4-17-03

Dated 10-10-03

Dated 10-20-03

Dated 10-16-03

Dated 10-14-03

Dated 10-06-03

Dated 10-06-03

Dated

Dated 5/2/03
Dated ____________________
Charlie and Kelli Parr
By: _______________________
Owner of lot 49
Scott and Inga Paasch
By: _______________________
Owner of lot 50
Jason and Beth Syphers
By: _______________________
Owner of lot 2

By: _______________________
Owner of lot 3
Garry and Janet Thorpe
By: _______________________
Owner of lot 4
Spencer and Beverly Koppang
By: _______________________
Owner of lot 6

By: _______________________
Owner of lot 8
John Berberick and Frances Berberick
By: _______________________
Owner of lot 9
David and Kristine Kuhn
By: _______________________
Owner of lot 10
Ryan McIrvin
By: _______________________
Owner of lot 14
Mitchell and Emily Chadwick
By: _______________________
Owner of lot 15

Florentino Medina-Torres, Abel Ramirez & Juan Ramirez-Ponce
By: _______________________
Owner of lot 16
Eric Fuchs
By: _______________________
Owner of lot 17
Mark Miller
By: _______________________
Owner of lot 18
Jeff Hevener
By: _______________________
Owner of lots 19

Dated 4.21.03
Dated 4-18-03
Dated
Dated
Dated 4-24-03
Dated
Dated
Dated 4-16-03

Josh and Jamie Smith
By: Jamie Smith
Owner of lot 56

Dated 10-24-03

Michelle Anderson
By: Michelle D. Anderson
Owner of lot 57
Casey Curran
By:
Owner of lot 58

Dated 4-17-04

By:
Owner of lot 59
Ryan and Julie Arzner
By:
Owner of lot 61
Paul and Wendy Crawford
By:
Owner of lot 62
Pam Kerr
By:
Owner of lot 63
Corey Coad and Brenna Coad
By:
Owner of lot 64

Dated 10-16-03

By:
Owner of lot 65

Dated 4-21-04

By:
Owner of lot 66

Dated

By:
Owner of lot 67
John and Angela Barnes
By:
Owner of lot 68

Dated 10/19/03

Jerry Stellflug
Owner of Lot 75, OAK RIDGE
FIRST ADDITION

Lori L. Zumwalt, Member (Premier Development LLC)
(Owner - Lots 69, 71, 76, 77, 79 & 80)

Dated

Jeffrey A. Zumwalt and Lori L. Zumwalt
(Owner of Lots 73 and 74)
AMENDMENTS AND REVISIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS, OAK RIDGE SUBDIVISION ACKNOWLEDGEMENT:

STATE OF OREGON  
County of Yamhill  

Jeffrey A. Zumwalt, Pres. and Secretary
For
Premier Home Builders, Inc., who acknowledged that the foregoing instrument was signed on behalf of said corporation by authority of its members as its voluntary act and deed.

NOTARY PUBLIC

My commission expires: 02/06/06

STATE OF OREGON  
County of Yamhill  

Jeffrey A. Zumwalt  

and Lori L. Zumwalt

Before me:

and

Before me:

NOTARY PUBLIC

My commission expires: 02/06/06

STATE OF OREGON  
County of Yamhill  

Before me:

NOTARY PUBLIC

My commission expires: 02/06/06

STATE OF OREGON  
County of Yamhill  

Before me:

NOTARY PUBLIC

My commission expires: 02/06/06

STATE OF OREGON  
County of Yamhill  

Before me:

NOTARY PUBLIC

My commission expires: 02/06/06

STATE OF OREGON  
County of Yamhill  

Before me:

NOTARY PUBLIC

My commission expires: 02/06/06

STATE OF OREGON  
County of Yamhill  

Before me:

NOTARY PUBLIC

My commission expires: 02/06/06

STATE OF OREGON  
County of Yamhill  

Before me:

NOTARY PUBLIC

My commission expires: 02/06/06

STATE OF OREGON  
County of Yamhill  

Before me:

NOTARY PUBLIC

My commission expires: 02/06/06

STATE OF OREGON  
County of Yamhill  

Before me:

NOTARY PUBLIC

My commission expires: 02/06/06

STATE OF OREGON  
County of Yamhill  

Before me:

NOTARY PUBLIC

My commission expires: 02/06/06

STATE OF OREGON  
County of Yamhill  

Before me:

Dorothea Bleichmann

On the 16th day of December, 2003, personally appeared Dorothea Bleichmann, who acknowledged that the foregoing instrument was his voluntary act and deed.

NOTARY PUBLIC

STATE OF OREGON  
County of Yamhill  

On the 17th day of December, 2003, personally appeared Natalie C. Fisk, who acknowledged that the foregoing instrument was his voluntary act and deed.

NOTARY PUBLIC

STATE OF OREGON  
County of Yamhill  

On the 17th day of December, 2003, personally appeared William R. Owen, who acknowledged that the foregoing instrument was his voluntary act and deed.

NOTARY PUBLIC

STATE OF OREGON  
County of Yamhill  

On the 17th day of December, 2003, personally appeared Neil Owens, who acknowledged that the foregoing instrument was his voluntary act and deed.

NOTARY PUBLIC

STATE OF OREGON  
County of Yamhill  

On the 17th day of December, 2003, personally appeared William R. Owen, who acknowledged that the foregoing instrument was his voluntary act and deed.
STATE OF OREGON  
County of Yamhill  

On the 17th day of April, 2003, personally appeared Ryan Arzner who acknowledged that the foregoing instrument was his voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON  

Before me:

[Seal]

Christina Owen  
Notary Public - Oregon  
Commission No. 363695  
My Commission Expires Jan. 18, 2006

STATE OF OREGON  
County of Yamhill  

On the 19th day of April, 2003, personally appeared Josh Smith and Jamie Smith who acknowledged that the foregoing instrument was his voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON  

Before me:

[Seal]

S Lutz  
Notary Public - Oregon  
Commission No. 353690  
My Commission Expires Feb. 8, 2006

STATE OF OREGON  
County of Yamhill  

On the 21st day of April, 2003, personally appeared John Bergevick and Frances Bergevick who acknowledged that the foregoing instrument was his voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON  

Before me:

[Seal]

Sherry Hall  
Notary Public - Oregon  
Commission No. 365603  
My Commission Expires Feb. 12, 2007

STATE OF OREGON  
County of Yamhill  

On the 21st day of April, 2003, personally appeared Spencer Koppinger and Beverly Koppinger who acknowledged that the foregoing instrument was his voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON  

Before me:

[Seal]

Sherry Hall  
Notary Public - Oregon  
Commission No. 365603  
My Commission Expires Feb. 12, 2007
STATE OF OREGON
County of Yamhill

On the 21st day of April, 2003, personally appeared Barbara L. Aulicino who acknowledged that the foregoing instrument was his voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON

STATE OF OREGON
County of Yamhill

On the 22nd day of April, 2003, personally appeared Randall Kaufmann** who acknowledged that the foregoing instrument was his voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON

STATE OF OREGON
County of Yamhill

On the 24th day of April, 2003, personally appeared Florentine Mestina-Tereses who acknowledged that the foregoing instrument was his voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON

STATE OF OREGON
County of Yamhill

On the 25th day of April, 2003, personally appeared Linda Cadinha who acknowledged that the foregoing instrument was his voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON

STATE OF OREGON
County of Yamhill

On the 1st day of May, 2003, personally appeared Jeff and Carol Mann who acknowledged that the foregoing instrument was his voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON

STATE OF OREGON
County of Yamhill

On the 2nd day of May, 2003, personally appeared *last name not legible* who acknowledged that the foregoing instrument was his voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON
STATE OF OREGON

County of Yamhill

On the 3rd day of JUNE, 2003, personally appeared EDWARD E. ANDERSON who acknowledged that the foregoing
instrument was his voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON

STATE OF OREGON

County of Yamhill

On the 21st day of JUNE, 2003, personally appeared MICHIELE LEE who acknowledged that the foregoing
instrument was his voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON

STATE OF OREGON

County of Yamhill

On the 6th day of OCTOBER, 2003, personally appeared KILD D. sales who acknowledged that the foregoing
instrument was his voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON

STATE OF OREGON

County of Yamhill

On the 5th day of OCTOBER, 2003, personally appeared DAVID A. BENNETT who acknowledged that the foregoing
instrument was his voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON

STATE OF OREGON

County of Yamhill

On the 10th day of OCTOBER, 2003, personally appeared PHILIP B. SMITH who acknowledged that the foregoing
instrument was his voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON

STATE OF OREGON

County of Yamhill

On the 14th day of OCTOBER, 2003, personally appeared MICHAEL L. SMITH who acknowledged that the foregoing
instrument was his voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON
STATE OF OREGON  
COUNTY OF YAMHILL  

On the 13th day of October, 2003, personally appeared SANG WAK YOON who acknowledged that the foregoing instrument was his/her voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON  
BEFORE ME:

STATE OF OREGON  
COUNTY OF YAMHILL  

On the 14th day of October, 2003, personally appeared Rosellen Bailey who acknowledged that the foregoing instrument was his/her voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON  
BEFORE ME:

STATE OF OREGON  
COUNTY OF YAMHILL  

On the 14th day of October, 2003, personally appeared Raymond Clevidence who acknowledged that the foregoing instrument was his/her voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON  
BEFORE ME:

STATE OF OREGON  
COUNTY OF YAMHILL  

On the 14th day of October, 2003, personally appeared Ellen M. Clevidence who acknowledged that the foregoing instrument was his/her voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON  
BEFORE ME:

STATE OF OREGON  
COUNTY OF YAMHILL  

On the 29th day of April, 2003, personally appeared GAIL THORPE AND JANET THORPE who acknowledged that the foregoing instrument was his/her voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON  
BEFORE ME:
STATE OF OREGON  
COUNTY OF YAMHILL

On the 15th day of Oct., 2003, personally appeared Kenneth H. McChesney who acknowledged that the foregoing instrument was his/her voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON
BEFORE ME:

STATE OF OREGON  
COUNTY OF YAMHILL

On the 15th day of Oct., 2003, personally appeared Sherri Lunsford who acknowledged that the foregoing instrument was his/her voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON
BEFORE ME:

STATE OF OREGON  
COUNTY OF YAMHILL

On the 16th day of Oct., 2003, personally appeared Pam Kerr who acknowledged that the foregoing instrument was his/her voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON
BEFORE ME:

STATE OF OREGON  
COUNTY OF YAMHILL

On the 22nd day of Oct., 2003, personally appeared Sarah Butler and Shawn M. Baker, POA who acknowledged that the foregoing instrument was his/her voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON
BEFORE ME:

STATE OF OREGON  
COUNTY OF YAMHILL

On the 24th day of Oct., 2003, personally appeared Michelle Anderson who acknowledged that the foregoing instrument was his/her voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON
BEFORE ME:
STATE OF OREGON  
COUNTY OF YAMHILL

On the 21st day of April, 2003, personally appeared Colleen Cad and Shawn Cad who acknowledged that the foregoing instrument was his/her voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON

BEFORE ME:

STATE OF OREGON  
COUNTY OF YAMHILL

On the 28th day of April, 2003, personally appeared Jeffrey A. Zumwalt & Lori L. Zumwalt as members of Premier ** Development, LLC who acknowledged that the foregoing instrument was his/her voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON

BEFORE ME:

STATE OF OREGON  
COUNTY OF YAMHILL

On the 28th day of April, 2003, personally appeared Jeffrey A. Zumwalt and Lori L. Zumwalt who acknowledged that the foregoing instrument was his/her voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON

BEFORE ME:

STATE OF OREGON  
COUNTY OF YAMHILL

STATE OF OREGON,

County of YAMHILL

On April 29, 2003 before me personally appeared Gary Therpe whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.

Notary Public for Oregon