After Recording Return to:
DISA LLC
c/o Pamela E. Yee
Schmidt & Yee, PC
18525 SW Vincent Street
Aloha, OR 97078

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUNSET WEST TOWNHOMES NOW KNOWN AS THE GRAPEVINES at AMITY PARK

(This space reserved for recording label.)

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I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.
Brian Van Bergen - County Clerk

FIRST AMERICAN TITLE 2376093

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SUNSET WEST TOWNHOMES NOW KNOWN AS THE GRAPEVINES at AMITY PARK ("Declaration") is made by **DISA LLC**, an Oregon limited liability company ("Declarant").

Declarant is the owner of all the real property and improvements thereon located in the City of Amity ("City"), County of Yamhill, State of Oregon, described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property"), platted as Sunset West Townhomes.

Declarant intends to develop the Property as a planned development which shall be called THE GRAPEVINES at AMITY PARK (hereinafter "THE GRAPEVINES at AMITY PARK"). The development will have a total of 19 Lots, excluding Lot 1B. To establish the planned development project of THE GRAPEVINES at AMITY PARK, Declarant desires to impose these mutually beneficial covenants, conditions, restrictions, easements, assessments and liens on the Property under a comprehensive general plan of improvement and development for the benefit of all of the Owners.

Declarant has deemed it desirable for the efficient preservation of the values and amenities in THE GRAPEVINES at AMITY PARK to create THE GRAPEVINES at AMITY PARK HOMEOWNERS' ASSOCIATION, to which will be delegated and assigned the powers and authority to own and maintain Tracts A, B, and C, and administer and enforce the covenants, conditions, and restrictions of this Declaration, and collect and disburse any assessments and charges hereafter created.

NOW, THEREFORE, the Declarant declares that the Property described in Exhibit A shall be held, transferred, sold, conveyed and occupied subject to the Oregon Planned Community Act ORS 94.550 *et seq.,* as may be amended from time to time, and to the following covenants, conditions, restrictions, easements, charges, and liens which shall run with the land and shall he binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of the Association and of each Lot Owner (hereinafter defined).

ARTICLE 1
DEFINITIONS

1.1 "Articles" shall mean the Articles of Incorporation for the nonprofit corporation, The Grapevines at Amity Park Homeowners' Association, as filed with the Oregon Secretary of State.

1.2 "Association" shall mean and refer to The Grapevines at Amity Park Homeowners' Association, its successors and assigns and includes the term "corporation."

1.3 "Board" or "Board of Directors" shall mean the Board of Directors of The Grapevines at Amity Park Homeowners' Association.

1.4 "Bylaws" shall mean and refer to the Bylaws of the Association which shall be recorded in the Yamhill County, Oregon deed records.

1.5 "City" shall mean the City of Amity.

1.6 "Declarant" shall mean and refer to DISA LLC, its successors or assigns, or any successor or assign to all remainder of its interest in the development of the Property.

1.7 "Declaration" shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration of Covenants, Conditions and Restrictions for The Grapevines at Amity Park.

1.8 "Home" shall mean and refer to any portion of a structure situated on a Lot, designed and intended for use and occupancy as a residence by a single family or household.

1.9 "Lot" shall mean and refer to each and any lot of THE GRAPEVINES AT AMITY PARK. However, "Lot" shall not include Tracts A, B, and C.

1.10 "Members" shall mean and refer to the Owners of Lots in THE GRAPEVINES AT AMITY PARK and who are members of The Grapevines at Amity Park Homeowners' Association.

1.11 "Occupant" shall mean and refer to the occupant of a Home who shall be either the Owner or any other person authorized by the Owner to occupy the premises.

1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

1.13 "Plat" shall mean and refer to the recorded plat of SUNSET WEST TOWNHOMES in Yamhill County, Oregon.

1.14 "Property" shall mean and refer to all real property and all improvements located on the Property subject to this Declaration.

1.15 "Rules and Regulations" shall mean and refer to the documents containing rules and regulations and policies adopted by the Board of the Association as may be from time to time amended.

1.16 "Tracts A, B, and C" shall mean and refer to the parcel of land on the plat of the Property designated as Tracts A, B, and C.

ARTICLE 2
PROPERTY SUBJECT TO THIS DECLARATION

2.1 Development. The Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Amity, Oregon, and described in that certain Plat map entitled "SUNSET WEST TOWNHOMES", filed in the plat records of Yamhill County, Oregon. Declarant does not intend to build any improvements other than the improvements delineated on the Plats for SUNSET WEST TOWNHOMES.

ARTICLE 3
OWNERSHIP AND EASEMENTS

3.1 Ownership of Lots. Title to each Lot in THE GRAPEVINES at AMITY PARK shall be conveyed in fee to an Owner. If more than one person or entity owns an undivided interest in the same Lot, such persons or entities shall constitute one Owner.

3.2 Easements. Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

3.3.1 Easements on Plat. Tract A, B, and C and Lots are subject to the easements and rights-of-way shown on the plat of SUNSET WEST TOWNHOMES and on any supplemental plat.

3.3.2 Common Wall Easements. All lots except 1A, 1B, 2A, and 2B have common walls on some boundary lines. The owner of each lot that has such a boundary line wall (hereafter "Wall") has an easement to go upon the adjoining lot that shares the Wall (hereafter the "Neighboring Lot") for the purpose of maintaining and repairing the Wall. Each lot that has a Wall is subject to an easement held by the owner of the Neighboring Lot to go upon the lot for the purpose of maintaining and repairing the Wall. These easements are perpetual. The cost of repair, maintenance and replacement of the Wall shall be shared equally by the owners whose properties adjoin the Wall being maintained, repaired or replaced, except that the owner whose action caused the necessity for the repair or replacement shall be solely responsible for the cost thereof.

ARTICLE 4
LOTS AND HOMES

4.1 Land Use and Building Type. No Lot shall be used except for single family use. No building shall be constructed, erected, altered, placed, or permitted to remain on any Lot other than

one (1) single family dwelling or one single family commonwall dwelling, with a private garage, with equal width concrete driveway access. Private businesses shall not be excluded as long as area occupied by a private business doe not violate Oregon state statutes regulating said enterprises and occupancy ratios. No business shall increase traffic flow or parking in addition to owners normal vehicles. Any manufacturing of any kind will be prohibited other than personal use items for the property, inside or outside. The foregoing shall not exclude construction, erection, alterations, or placement of a private greenhouse or storage unit, as long as all setback requirements and codes are observed, and has met approval with all the requirements of the Architectural Committee, as designated by Declarants. The provisions of this section shall not be deemed to prohibit the right of any licensed builder to construct, erect, place, or alter a residence on any Lot, to store construction materials and equipment on said Lots in the normal course of construction and to use any single family residence as his or her business location during normal time of construction and normal business hours. All homes require an approved occupancy permit signed by the proper governmental officials before any human occupancy is allowed by homeowners association. No animals shall be allowed, unless cared for properly, approved by homeowners association and shall not disturb or annoy any person within the development. All local animal control leash and deification laws will be observed and be enforced by the Association.

4.2 Floor Area. The square footage area of a Home shall not be less than 1200 square feet, with a minimum of 3 bedrooms and 1½ baths. Total square footage shall be exclusive of unfinished basements, attics, patios, decks, porches, balconies and garages. Contractors that are not associated with Declarant are required to comply with all specifications and quality control of the Architectural Control Committee. No floor plans shall be built other than those established by Declarant.

4.3 Lot Coverage. The total square footage of a Lot that may be covered by any type of structure may not be any more than permitted by applicable zoning ordinances and the variances allowed by the original land use approval for the Property.

4.4 Mailboxes. Mailboxes will be gang type supplied and/or approved by the United States Postal Service. No individual mailboxes are allowed.

4.5 Setbacks. All Homes within THE GRAPEVINES at AMITY PARK shall comply with City setback requirements established or permitted by the City.

4.6 Roofing. Roofing material shall be asphalt fiberglass staggered shingle of high density to create a dimensional appearance.

4.7 Exterior Finish. Exterior materials must be approved by Architectural Control Committee, and in accordance with the provisions set forth in this controlled condition. Exterior siding will be of the following with no exceptions for the continuity of subdivision appeal. All siding will be six inch (6") reveal, G.P. smart board or plank is preferred, all corners, fascia and barge board will be of standard white board, minimum full 1" in thickness x 4" wide. Front exposed side of dwelling shall have a minimum of 10% of stucco, stone, rock, or brick. Artificial rock or stone will be acceptable, no artificial brick will be allowed. All wood framed chimneys will also be faced with matching veneer. Roofing will be architectural grade 30-year composition shingles. No ridge vents are allowed and all vents shall be no less than seven inch (7") and have 10% more than required by code. These materials will be followed because of the large amount of Fir trees in

and around the subdivision. Windows will be of vinyl construction and no contractor grade windows will be allowed. Concrete drives will not exceed a grade more than ¼ per 1' - 0", patios will not exceed ⅛" per 1'- 0". Exposed aggregate driveways will not be acceptable except for walks and patios. All cuts, grade, and backfill will be controlled by the Architectural Control Committee and all contractors will cooperate with the Committee and produce a quality built home. All details in plans will be followed and under the control of the Committee. U.S. Postal Service will control mailbox and paper boxes specifications.

4.8 Construction Activities and Noise. Construction activities and noise shall be subject to the requirements of state and local government and such other rules as adopted by the Association.

4.9 Landscaping. All front, rear, and side yard landscaping must be completed pursuant to a landscaping plan approved by the Architectural Control Committee. The front yard and exterior side yard on corner Lots, landscaping must be completed within six (6) months of occupancy of dwelling. All remaining landscaping must be completed within twelve (12) months of occupancy of dwelling. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable time, but only after a written application is made to the Architectural Control Committee and the Committee's approval is obtained.

4.10 Fences and Hedges. The maximum height of site obscuring fence or hedge on any Lot shall be seven (7) feet. The location of any fences or hedges constructed, erected, placed, or altered shall be along the rear and side boundary; however, shall not extend into the front setback line of the dwelling. All fences shall be of outdoor wood or cedar and have approval of the Architectural Control Committee in writing. Hedges will apply to the same approval as fences. A hedge does not include trees, blackberries, or other weed type vegetation.

4.11 Window Coverings. Window coverings, other than commercially produced curtains or drapes, shutters, or blinds, or those noncommercially produced but of comparable quality, will not be permitted to be visible from any public or private view of dwelling at any time of occupancy. No blanket, sheets, throw coverings, bulk material of any kind will be allowed.

4.12 Utilities. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication, radio of any type, nor any pole, tower, or any other structure supporting said overhead wire shall be constructed, erected, placed, altered, or maintained within this subdivision. Nor shall there be any radio operations of any kind be permitted consisting of any kind of transmission. Exception will be that of satellite receiving only, and all cable must be concealed as not to be visible. All utilities are provided underground and will be connected to dwellings built in this subdivision and owners shall use utilities as provided. Satellite dish shall not exceed 24" in diameter.

4.13 Maintenance of Lots and Homes. Each Owner shall maintain his/her Lot and all improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire or environmental hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, windows, doors, garage doors, gutters, downspouts, exterior building surfaces, landscaping, street trees as required by the City or other governing jurisdiction, driveways, sidewalks adjoining public streets, parking areas, walks and other exterior improvements and glass surfaces. In addition, each Owner shall keep all shrubs, trees, grass and

plantings of every kind on his/her Lot or within the street right-of-way adjacent thereto neatly trimmed, irrigated, 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.

4.14 Animals. No animals, livestock or poultry of any kind shall, be raised, bred, kept or permitted within any Lot other than one dog and one cat per Lot which must be spayed or neutered. Pets are not to be bred or raised for commercial purposes and must be reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof. No dogs shall be permitted to roam the Property unattended, and all dogs shall be kept on a leash no longer than six feet while outside a Lot. An Owner may be required to remove a pet upon the receipt of third notice in writing from the Board of Directors of violation of any rule, regulation or restriction governing pets within the Property.

4.15 Nuisance. No noxious, harmful, illegal, or offensive activities shall be carried on upon any Lot, nor shall anything be done or placed on any Lot which interferes with or jeopardizes the enjoyment, or which is a source of annoyance to the Owner or other Occupants. Nothing shall be grown or placed upon any Lot, including medical marijuana, which interferes with or jeopardizes the enjoyment of any Lot owners.

4.16 Parking. Parking of boats, trailers, motor homes, motorcycles, trucks, truck campers, fifth wheel trailers, all terrain vehicles, or any like vehicles or equipment shall not be allowed on any part of Lots or any part of streets. Each dwelling has one on-street parking space for visitors and shall be restricted for such use. City ordinance and P.U.D. requirements dictate the use of these spaces. Homeowner Association will allow one exception to these restrictions, the loading and unloading of vehicles used for family recreation, but no longer than a 24-hour period and confined to those spaces dedicated for visitors. No vehicle shall restrict the flow of traffic in its normal manner, nor shall any vehicle restrict the natural open street for emergency vehicles. Streets are HOME OWNER ASSOCIATION owned and no street, curb, or sidewalk shall be defaced in any fashion, nor shall any yard debris, leaves, grass, or any foreign material be placed in or on the aforementioned. Skate boarding, roller blades, bicycling, or any other activity of personal activity shall be controlled by Home Owners Association and a copy of all restriction be presented to all homeowners. All Lots shall have at least two (2) parking spaces available for their personal use one of which must be driveway or garage and garage bays may be used for the purpose of meeting this requirement.

4.17 Vehicles in Disrepair. No Owner shall permit any vehicle which is in a state of disrepair (e.g. including but not limited to, fails to run, cannot be moved under its own power in current condition, flat tires, unpainted or body parts missing) or which is not currently licensed, to be abandoned or to remain parked upon any street, Lot or on Tracts A, B, or C, for a period in excess of forty-eight (48) hours.

4.18 Signs. Excluding the subdivision monument sign, no signs shall be erected or maintained on any Lot except that not more than one (1) "For Sale" sign placed by the Owner, Declarant or by a licensed real estate agent, not exceeding 24" x 36", may be temporarily displayed on any Lot. The restrictions contained in this Section 4.14 shall not prohibit the temporary placement of "political" signs on any Lot by the Owner or Occupant.

4.19 Rubbish and Trash. No Lot or Tracts A, B, or C shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for proper disposal and out of public view. Yard rakings, dirt and. other material resulting from landscaping work shall not be dumped onto streets, Tract A, B, or C or any other Lots. Compost shall be permitted only if placed in an approved compost container that is covered and does not omit any odor and is out of public view. Pet waste must be disposed of in a plastic bag, tied, or wrapped closed and placed in the Owner's garbage container and shall not be put in the compost container.

4.20 Damage or Destruction to Home and/or Lot. If all or any portion of a Lot or Home is damaged by fire or other casualty, the Owner shall either (i) restore the damaged improvements or (ii) remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration proceeding under (i) above must be performed so that the improvements are in substantially the same condition in which they existed prior to the damage. The Owner must commence such work within sixty (60) days after the damage occurs and must complete the work within six (6) months thereafter.

4.21 Ordinances and Regulations. The standards and restrictions set forth in this Article 4 shall be the minimum required. To the extent that local governmental ordinances and regulations are more restrictive or provide for a higher or different standard, such local governmental ordinances and regulations shall prevail.

4.22 Activities of Declarant. This Article 4 shall not apply to the activities of the Declarant or its affiliates or their respective agents, employees, or contractors.

ARTICLE 5
ARCHITECTURAL CONTROL COMMITTEE

The Committee will consist of the declarants and the subdivision designer, if any, until the subdivision is completed. The Homeowners Association will then be the governing body to continue the enforcement of the CC&Rs. Architectural Control Committee is the enforcement body to insure all specifications are upheld and committed in presenting a home of quality to be proud of and help homeowners with their concerns until all homes are finished and the community is occupied and assemble a meeting of all residents to elect a Homeowners Association to continue the Architectural Control Committee's responsibility. A residents' meeting will be called by the declarant ninety (90) days after final occupancy and guide all concerned to elect those needed governing positions.

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

5.2 Architectural Control Committee Decision. The Committee may, at it's sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that declarants intend for the subdivision. Considerations such as siting, size, color, design, height,

impairment of view from other Lots within the subdivision or other effects on the enjoyment of other factors which the Committee reasonably believes to be relevant, will be taken into account by the Committee in determining whether or not to consent to any proposed work.

5.3 Action. If a homeowner acts without prior approval of the Architectural Control Committee, except as otherwise provided herein, any one member of the Committee shall have power to put any violation on notice and stop any construction or preparation on behalf of the Committee, until the Committee has the opportunity to meet and act on the situation at hand and render its decision only by written notice of its findings and decision taken by members.

5.4 Non-Waiver. Consent by the Committee to any matter proposed to it within its jurisdiction under these covenants 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.

5.5 Effective Period of Consent. The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction, erection, placement, or alteration of the work has commenced or the owner has applied for and received an extension of time from the Committee. Violation of this Article can lead to dismantling of the project, or any part constructed, erected, placed, or altered.

5.6 Enforcement of Project. Any project approved or disapproved by the Committee will be under the watchful eye of the Committee to ensure quality and construction integrity to ensure a completed project of enjoyment by all and ensure a pleasant addition to the subdivision, if any part of project is visible to any property owner of the subdivision.

ARTICLE 6
TRACTS A, B, and C

6.1 Use. Use of Tracts A, B, and C are subject to the provisions of the Declaration, Bylaws, Articles and the Rules and Regulations adopted by the Board of Directors. There shall be no obstruction of any part of Tracts A, B, and C. Nothing shall be stored or kept on Tracts A, B, or C without the prior written consent of the Board of Directors. No alterations or additions to Tracts A, B, or C shall be permitted without the prior written approval by the Board of Directors.

6.2 Maintenance. Upon transfer of ownership of Tracts A, B, and C to the Association, the Association shall be responsible for maintenance of Tracts A, B, and C unless transferred to the City.

6.3 Transfer. The City shall have the right to purchase Tract A and B for $1.00.

6.4 Damage or Destruction. In the event any part of Tract C is damaged or destroyed by an Owner or any of Owner's guests, Occupants, tenants, licensees, agents or members of Owner's family in a manner that would subject such Owner to liability for such damage under Oregon law, such Owner does hereby authorize the Association to repair such damage. The Association shall repair the damage and restore the area. The reasonable cost necessary for such repairs shall be a

Reimbursement Assessment upon the Lot and against the Owner who caused or is responsible for such damage.

ARTICLE 7
MEMBERSHIP IN THE ASSOCIATION

7.1 Members. Each Owner shall be a mandatory Member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot automatically transfers membership in the Association. Without any other act or acknowledgment, Occupants and Owners shall be governed and controlled by this Declaration, the Articles, Bylaws, and the Rules and Regulations of the Association and any amendments thereof.

7.2 Proxy. Each Owner may cast his/her vote by written ballot or pursuant to a proxy executed by the Owner. An Owner may not revoke a proxy given pursuant to this Section 6.2 except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy shall not be valid if it is not dated or purports to be revocable without notice. A proxy shall terminate one (1) year after its date, unless the proxy specifies a shorter term.

7.3 Voting Rights. Each Owner, including the Declarant, shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote, and the total number of votes shall be equal to the total number of Lots. When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed. Fractional or split votes shall be disregarded, except for purposes of determining a quorum. The total number of votes shall be equal to the total number of Lots subjected to this Declaration, initially or through annexation.

7.4 Procedure. All meetings of the Association, the Board of Directors, and Association committees shall be conducted with such rules of order as may from time to time be adopted by the Board of Directors. Notwithstanding which rule of order is adopted, the President shall be entitled to vote on all matters, not merely to break a tie vote. A tie vote does not constitute a majority or approval of any motion or resolution.

ARTICLE 8
DECLARANT CONTROL

8.1 Interim Board and Officers. The Declarant hereby reserves administrative control of the Association. The Declarant, in its sole discretion, shall have the right to appoint and remove members of the interim Board of Directors, which shall manage the affairs of the Association and which shall be invested with all powers and rights of the Board of Directors. The interim Board shall consist of from one (1) to three (3) members.

8.2 Turnover Meeting. The Declarant shall call a meeting for the purpose of turning over administrative control of the Associalion from the Declarant to the Association members within ninety (90) days of the earlier of:

8.2.1 Optional Turnover. At such earlier time as Declarant elects in writing to terminate its administrative control; or

8.2.2 Latest Date. When Declarant no longer owns at least 50% of the Lots in THE GRAPEVINES at AMITY PARK, but not later than 20 years from the date of this Declaration.

The Declarant shall give notice of the meeting to each Owner. If the Declarant does not call the meeting required under this Section, any Owner may do so.

ARTICLE 9
BOARD OF DIRECTORS

9.1 Election. The number of the Directors of this corporation shall be three and they shall be elected at the annual meeting of the members, to serve for two years or until their successors have been elected and qualified. Their term of office shall begin immediately upon election. Directors shall be elected by a majority vote of the members of this corporation present and voting at said annual meeting.

9.2 Vacancies. Any vacancy or vacancies in the Board of Directors resulting from death, incapacity, resignation, expiration of term of office, removal, or otherwise, shall be filled by the remaining directors then in office even though less than a quorum for the unexpired term.

9.3 Qualifications. Each of the directors of this corporation shall be either a member of this corporation or an authorized representative of an incorporated member of this corporation.

9.4 Powers. The Board of Directors shall have the following powers:

9.4.1 To select and remove all the other officers, agents and employees of the corporation, prescribe such powers and duties for them as may not be inconsistent with law or with the Articles of Incorporation, and require from them security for faithful service, if any.

9.4.2 To conduct, manage and control the affairs and business of this corporation, and to make such rules and regulations therefor not inconsistent with law or with the Articles of Incorporation, as they may deem best.

9.4.3 To determine, levy and assess charges and assessments and to fix the rate per square foot of such annual charges or assessments upon and against property in The Grapevines at Amity Park.

9.4.4 To exercise for this corporation all power and authority vested in or delegated to this corporation by any Declaration of Restrictions pertaining to or affecting said property in The Grapevines at Amity Park.

9.5 Compensation. The Directors of this corporation shall receive no compensation for their services as such.

9.6 Duties. It shall be the duty of the Directors of this corporation:

9.6.1 To supervise all officers, agents and employees and see that their duties are properly performed.

9.6.2 If required, to cause certificates of membership to be issued to the members of this corporation, which certificates shall be signed by the Secretary and have the seal of this corporation affixed.

9.7 Place of Meeting. Regular meetings of the Board of Directors shall be held at any place within the state which has been designated from time to time by resolution of the board, or by written consent of all members of the board, but preferably at a home or place within the subdivision.

9.8 Organization Meeting. Immediately following each annual meeting of members, the Board of Directors shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business. Notice of such meeting shall be provided to all Lots in The Grapevines at Amity Park at least ten (10) days prior to the meeting. Notice may be sent by electronic mail, posting on the website for The Grapevines at Amity Park if a website exists, or mailing by first class mail to each lot. If mailed, two (2) days shall be added to the notice time.

9.9 Special Meetings. Special meetings of the Board of Directors for any purpose or purposes shall be called at any time by the President, or if he is absent or unable or refuses to act, by the Vice President or by any two Directors. Written notice of the time and place of special meetings shall be delivered personally to the directors or sent to each director by mail or other form of written communication at his last known address at least 48 hours prior to the time of holding of the meeting. Special meetings may be held, without notice, upon the written consent of all of the directors.

9.10 Quorum. The presence in person of a majority of the Directors at any meeting constitutes a quorum for the transaction of business.

ARTICLE 10
OFFICERS

10.1 Officers. The officers of this corporation shall be elected by the Board of Directors and shall consist of a President, Secretary and Treasurer. An officer may also be a director. The powers and duties of the Treasurer may be exercised and performed by the President or Secretary, if the directors shall so determine. The Secretary and Treasurer positions may be combined and held by one person.

10.2 President. The President shall be the chief executive officer of this corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. The President shall preside at all meetings of the members and at all meetings of the Board of Directors. The President shall have the general powers and duties of management usually vested in the office of president of a corporation and shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws, if any.

10.3 Secretary. The Secretary shall keep a full and complete record of the proceedings of the Board of Directors, shall give all notices required by the Declaration and shall discharge such other duties as may be imposed upon the Secretary by any declaration of restrictions pertaining to or affecting property in The Grapevines at Amity Park.

10.4 Treasurer. The Treasurer shall receive and safely keep all funds of this corporation and the Association and deposit the same in such bank or banks as may be designated by the Board of Directors. Such funds shall be disbursed in the manner prescribed by the Board of Directors.

ARTICLE 11
MEETINGS OF MEMBERS

11.1 Place of Meetings. All meetings of members of the association shall be held at the principal office of the corporation or at such other place in The Grapevines at Amity Park, Yamhill County, Oregon, as may be designated by the Board of Directors.

11.2 Annual Meeting. The annual meeting of the members of the association shall be held on the last Friday of January of each year if not a legal holiday and if a legal holiday then on the next succeeding Friday not a legal holiday. Written notice of each annual meeting shall be given to each member entitled to vote, either personally, electronic mail, by mail or other means of written communication, addressed to such member at their address appearing on the books of this corporation or given by him to this corporation for the purpose of notice. All such notices shall be mailed ar dispatched by the Secretary not less than ten days (plus two (2) days if sent by first class mail) before such annual meeting and shall specify the place, the day and the hour of such meeting. Such notice shall also state the general nature of the business or proposal to be considered or acted upon at such meeting.

11.3 Special Meetings. Special meetings of the members of the association, for any purpose or purposes whatsoever, may be called at any time by the President or by the Board of Directors or by one or more members.

11.4 Quorum. The presence in person or by proxy of members entitled to exercise twenty-five percent of the voting power of this Association at any meeting shall constitute a quorum for the transaction of business, except that the presence in person or by proxy of members entitled to exercise fifteen percent of the voting power of this Association shall constitute a quorum for the transaction of any business at any meeting which is not called for the purpose of amending the Articles of Incorporation or to change, modify for extinguish any Declaration of Restrictions. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. If a quorum is not present, the meeting shall be reset not sooner than within three (3) days and notice sent as set forth in Section 2 thereof. A quorum as defined herein is not required at the date and time of the reset meeting.

11.5 Proxies. Every person entitled to vote or execute consents shall have the right to do so either in person or any agent or agents authorized by a written proxy executed by such person or his duly authorized agent and filed with the Secretary of this corporation.

ARTICLE 12
DECLARANT'S SPECIAL RIGHTS

12.1 General. Declarant is undertaking the work of developing Lots and other improvements within THE GRAPEVINES at AMITY PARK. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property and the Additional Property as a residential community. Until the Homes on all Lots on the Property have been constructed, fully completed and sold, with respect to Tract A and each Lot on the Property, the Declarant shall have the special rights set forth in this Article 8.

12.2 Marketing Rights. Declarant shall have the right to maintain a sales office and model on one or more of the Lots which the Declarant owns. The Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week. The Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the Property.

ARTICLE 13
FUNDS AND ASSESSMENTS

13.1 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the administration and operation of the Association and to promote the recreation, health, safety, aesthetics and welfare of the Owners and Occupants of THE GRAPEVINES at AMITY PARK and for the improvement, operation and maintenance of Tracts A, B, and C when such Tracts are owned by the Association and those areas for which the Association has maintenance obligations.

13.2 Covenants to Pay. Declarant and each Owner covenant and agree to pay the Association the assessments and any additional charges levied pursuant to this Declaration or the Bylaws.

13.2.1 Funds Held in Trust. The Assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely for the administration of the Association and the operation, care, and maintenance of THE GRAPEVINES at AMITY PARK as provided in this Declaration, including maintenance of Tracts A, B, and C if owned by the Association. The Assessments are the property of the Association and are not refundable to Owners or Lots. Upon the sale or transfer of any Lot, the Owner's interest in the funds shall be deemed automatically transferred to the successor in interest of such Owner.

13.2.2 Offsets. No offsets against any assessment shall be permitted for any reason including, without limitation, any claim that the Association is not properly discharging its duties.

13.3 Basis of Assessment/Commencement of Assessments. The Declarant shall pay all common expenses of the Association until the Lots are assessed for common expenses. The amount and date of commencement of the initial annual assessment to Owners other than the Declarant shall be determined by the Declarant. Assessments are to be levied against all Lots whether or not such Lots have been improved with a completed Home; provided, however, the Declarant shall be exempt from paying the operation portion of the assessments on all Lots owned by it. The Declarant may

defer payment of assessments for a Lot until the Lot is conveyed to a third person. However, the Declarant may not defer payment of the assessment beyond the date the Declarant turns over administrative control to the Association. The assessment shall thereafter be subject to review by the Board of Directors,

13.4 Annual Assessments. Annual assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. The initial assessment and the implementation thereof shall be determined by the Declarant and shall be prorated on a monthly basis. For prospective purposes, any portion of a month shall count as a full month. Annual assessments shall be levied on a fiscal year basis. The fiscal year shall be the calendar year unless another year is adopted by vote of the Association members. Unless otherwise specified by the Board, annual assessments shall be due and payable on the first day of each calendar year during the term of this Declaration.

13.4.1 Budgeting. Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Member a pro forma operating statement (budget) containing: (i) estimated revenue and expenses; (ii) the amount of the total cash reserves of the Association currently available; and (iii) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray costs. For the first fiscal year, the budget shall be approved by the Board no later than the date on which annual assessments are scheduled to commence. Thereafter, the Board shall annually prepare and approve the budget and distribute a copy thereof to each Member, together with written notice of the amount of the annual assessments to be levied against the Owner's Lot, not less than thirty (30) days and not more than ninety (90) days prior to the beginning of the fiscal year.

13.4.2 Allocation of Assessments/Profits. Except as provided below, the total amount in the budget shall be charged equally against all Lots as Annual Assessments. Any profits derived by the Association shall be for the sole benefit of the Association. Owners shall have no rights to the profits of the Association, if any.

13.4.3 Nonwaiver of Assessments. If before the expiration of any fiscal year the Association fails to fix annual assessments for the next fiscal year, the annual assessments established for the preceding year shall continue until a new annual assessment is fixed.

13.5 Special Assessments. The Board of Directors shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

13.5.1 Correct Deficit. To correct a deficit in the operating budget, by vote of a majority of the Board;

13.5.2 Special Obligations of an Owner. To collect amounts due to the Association from an Owner for breach of the Owner's obligations under the Declaration, the Bylaws or the Rules and Regulations, by vote of a majority of the Board;

13.5.3 Repairs. To make repairs or renovations if sufficient funds are not available from the operating budget or replacement reserve accounts, by vote of a majority of the Board; or

13.5.4 Capital Improvements. To make capital expenditures for acquisitions,

additions or improvements in excess of $10,000.00, by vote of at least seventy-five percent (75%) of all votes allocated to the Lots.

13.5.5 Reimbursement Assessments. The Association shall levy a Reimbursement Assessment against any Owner and the Owner's Lot if a failure to comply with the Declaration, Bylaws or any Rules and Regulations has (i) necessitated an expenditure of monies by the Association to bring the Owner into compliance or (ii) resulted in the imposition of a fine or penalty. A Reimbursement Assessment shall be due and payable to the Association levied. A Reimbursement Assessment shall not be levied by the Association until after a notice and an opportunity for a hearing has been given and:

(a) the hearing has been held;

(b) the Owner declines in writing to appear at the hearing; or

(c) the time set for the hearing has passed and the Owner failed to appear. (An Owner may request a different hearing date and the Board shall not unreasonably deny such request.)

If a notice has been previously given, and the hearing has already been held or waived (in writing or by the Owner failing to appear) for the violation resulting in the Reimbursement Assessment, no additional notice and hearing is required prior to levying the Reimbursement Assessment.

13.6 Accounts.

13.6.1 Types of Accounts. Assessments collected by the Association shall be deposited into at least two (2) separate accounts with a bank, which accounts shall be clearly designated as (i) the Current Operating Account and (ii) the Reserve Account. The Board shall deposit those portions of the assessments collected for current maintenance and operation into the Current Operating Account and shall deposit those portions of the assessments collected as reserves for replacement and deferred maintenance of capital improvements into the Reserve Account.

13.6.2 Reserve Account. The Declarant shall establish a Reserve Account in the name of the Association which shall be kept separate from all other funds in the Association. The Association shall pay out of the Reserve Account only those costs that are attributable to the maintenance, repair or replacement of items that normally requires replacement, in whole or in part, within three (3) to thirty (30) years and not for regular or periodic maintenance and expenses. No funds collected for the Reserve Account may be used for ordinary current maintenance and operation purposes.

13.6.2.1 Loan From Reserve Account. After the Declarant has turned over administrative control to the Association, the Board of Directors may borrow funds from the Reserve Account to meet high seasonal demands on the Association's regular operating fund or to meet other temporary expenses. Funds borrowed to meet high seasonal demands or temporary expenses under this Subsection must be repaid from special assessment or maintenance fees within six (6) months of the date on which such funds are borrowed.

13.6.2.2 Investment of Reserve Account. Nothing in this Section 9.6

prohibits the prudent investment of Reserve Account funds, subject to any constraints imposed by the Board of Directors of the Association, the Bylaws or the Rules and Regulations.

13.6.2.3 Refunds of Assessments. Assessments paid into the Reserve Account are the property of the Association and are not refundable to sellers or Owners of Lots. Sellers or Owners of Lots may treat their outstanding share of the Reserve Account balance as a separate item in the sales contract providing for the conveyance of their Lot.

13.6.3 Current Operating Account. All other costs may be paid from the Current Operating Account.

13.7 Default in Payment of Assessments, Enforcement of Liens.

13.7.1 Personal Obligation. All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligation of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure), the grantees shall be jointly and severally liable with the grantor(s) for all Association assessments imposed through the recording date of the instrument effecting the conveyance. A suit for a money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

13.7.2 Association Lien. At any time any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent, the Association, by and through its Board or any management agent, may file a notice of lien in the deed records of Yamhill County, Oregon against the Lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future assessments or installments, interest, late fees, administrative charges, penalties, fines, attorneys' fees (whether or not suit or action is instituted) and other appropriate costs properly chargeable to the Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time, but not later than six (6) years after the latest lienable charge has been imposed. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, any first mortgage or deed of trust recorded previously to the Association's notice of lien. However, any foreclosure or proceeding in lieu of foreclosure shall not release the Lot from liability from any unpaid assessments, late fees, interest, administrative fees, attorney fees or any other amounts due hereunder.

13.7.3 Interest; Fines; Late Fees; Penalties. If an assessment is not paid on the date when due. Such assessment becomes delinquent and shall accrue interest at the rate of twelve percent (12%) per annum from such due date until paid. Additionally, there shall be a fee of $75 for an administrative fee which is a reasonable expense the Association will incur to post the interest and handle subsequent billings and is in addition to all other fees and costs incurred for collection or to lien the Lot owners property. The Board, in its reasonable discretion, may from time to time adopt resolutions to set the rate of interest and to impose late fees, fines, administrative charges, and penalties on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws, and the Rules and Regulations adopted by the Board. The adoption of such impositions shall be communicated to all Owners in writing not less than thirty (30) days before the effective date by a notice mailed to the assessment billing address of such Owners. Such impositions shall be considered assessments which are lienable and collectible in the same manner as any other assessments; provided, however, fines or penalties for violation of this Declaration, the Bylaws or any

rule and regulation, other than late fees, fines or interest arising from an Owner's failure to pay regular, special or Reimbursement Assessments, may not be imposed against an Owner or his/her Lot until such Owner is given an opportunity for a hearing as elsewhere provided herein.

13.7.4 Acceleration of Assessments. In the event an Owner is delinquent in payment of any assessment or installment on any assessment, the Association, upon not less than ten (10) days written notice to the Owner, may accelerate the due date of the full annual assessment for that fiscal year and all future installments of any special assessments.

13.7.5 Association's Right to Rents/Receiver. The Association shall have the right for the appointment of a receiver. After foreclosure of its lien, the Association shall be entitled to collect reasonable rent from the occupant of the foreclosed lot.

ARTICLE 14
GENERAL PROVISIONS

14.1 Records. The Board of Directors shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board of Directors shall also keep detailed and accurate financial records, including individual assessment accounts of Owners, the balance sheet, and income and expense statements. Individual assessment accounts shall designate the name and address of the Owner or Owners of the Lot, the amount of each assessment as it becomes due, the amounts paid upon the account, and the balance due on the assessments. The minutes of the Association, the Board and committees, and the Association's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies, including charges for administrative time.

14.2 Indemnification of Directors, Officers. Employees and Agents. The Association shall indemnify any Director, officer or member of a committee established under this Declaration or the Bylaws, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that he/she is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe his/her conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and

members of the Association who participated with or benefitted from the acts which created said liability.

14.3 Enforcement/Attorneys' Fees.

14.3.1 The Association and the Owners within the Property or any mortgagee on any Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to such parties or owners by any proceeding at law or in equity. Failure by either the Association or by any Owner or mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter.

14.3.2 In the event suit or action is commenced to enforce the terms and provisions of this Declaration, the prevailing party shall be entitled to its attorneys' fees and costs in such suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorneys' fees, to be set by the appellate court. In addition thereto, the Association shall be entitled to its reasonable attorneys' fees incurred in any enforcement activity taken to collect delinquent assessments, whether or not suit or action is filed.

14.3.3 In the event any Association Member shall violate any provision of this Declaration, any supplemental declaration, the Bylaws, or any rules or regulations adopted by the Association governing the use or improvement of Lots, then the Association, acting through the Board, may notify the Member in writing that the violations exist and that such Member, after affording the Member reasonable notice and opportunity to be heard, do any or all of the following: (a) suspend the Member's or Owner's voting rights for the period that the violations remain unabated, or for any period not to exceed sixty (60) days for any infraction of its rules and regulations, (b) impose reasonable fines upon the Member or Owner, in the manner and amount the Board deems appropriate in relation to the violation; (c) bring suit or action against such Member or Owner to enforce this Declaration; or (d) if the Association has notified the Member or Owner of required remedial or abatement action and the Member or Owner is unable or unwilling to comply with the Association's specific directives for remedy or abatement, or the Member or Owner and the Association cannot agree on a mutually acceptable solution within the framework and intent of this Declaration, within sixty (60) days after such notice, enter the offending Lot (which entry shall not subject the Association, the directors of the Association, or any agent or representative thereof to liability for trespass or any other claim for damages) and remove the cause of such violation, or alter, repair, or change the item which is in violation of this Declaration in such a manner as to make it conform thereto and assess such Member or Owner for the entire cost of the work done, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings. Nothing in this Section, however, shall give the Association the right to deprive any Member access to and from such Member's Lot.

14.4 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

14.5 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of the Owners and ninety percent (90%) of the

first mortgagees; provided, however, amendments which do not constitute rescission of the planned community may be adopted as provided in the following Section.

14.6 Amendment. Except as otherwise provided in the above Section and the restrictions set forth elsewhere herein, this Declaration may be amended at any time, including within the first twenty (20) years by an instrument approved by not less than seventy-five percent (75%) of the total votes of each class of Members that are eligible to vote. Any amendment must be executed, recorded and certified as provided by law; provided, however, that no amendment of this Declaration shall effect an amendment of the Bylaws or Articles without compliance with the provisions of such documents, and the Oregon Nonprofit Corporation Act; provided further, no amendment affecting any other right of the Declarant herein contained may be effected without the express written consent of the Declarant or its successors and assigns, including, without limitation, amendment of this Section.

14.7 Release of Right of Control. The Declarant may give up its right of control in writing at any time by notice to the Association.

14.8 Unilateral Amendment by Declarant. In addition to all other special rights of the Declarant provided in this Declaration, the Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any other state in which the Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon, or such other state, the approval of which entity is required in order for it to insure, guarantee or provide financing in connection with development of the Property and sale of Lots. No such amendment shall require notice to or approval by any Member.

14.9 Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing THE GRAPEVINES at AMITY PARK, such conflict shall be resolved by looking to the following documents in the order shown below:

1. Declaration;
2. Articles;
3. Bylaws;
4. Rules and Regulations.

IN WITNESS WHEREOF, the undersigned being Declarant herein, has executed this instrument this 25 day of February, 2015.

DISA LLC

By: _____

[Notarization on next page]

STATE OF FLORIDA,)
) ss.
County of Miami - Dade.)

On the 25 day of February, 2015, personally appeared before me Iris Rengel who, being duly sworn, did say that he is the Manager of DISA LLC and that the foregoing instrument was signed on behalf of said company by authority of its Members and Mangers; and they acknowledged said instrument to be its voluntary act and deed.

Vanessa Guzman
Notary Public for Florida

jp\DISA - grapevine at amity park - covenants cond & restrict - 2.wpd

VANESSA ANDREINA GUZMAN
MY COMMISSION #FF155609
EXPIRES August 28, 2018
(407) 398-0153 FloridaNotaryService.com

Exhibit "A"

PARCEL 1:

Lots 1A, 2A, 2B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B and 9C, SUNSET WEST TOWNHOMES, in the City of Amity, Yamhill County, Oregon.

TOGETHER WITH an access easement over Tract "C" as disclosed on said plat.

Lots 3A, 3B and 3C, SUNSET WEST TOWNHOMES, in the City of Amity, Yamhill County, Oregon.

TOGETHER WITH an access easement over Tract "C" as disclosed on said plat.

ALSO TOGETHER WITH an access and utilities easement as disclosed on said plat.

PARCEL 2:

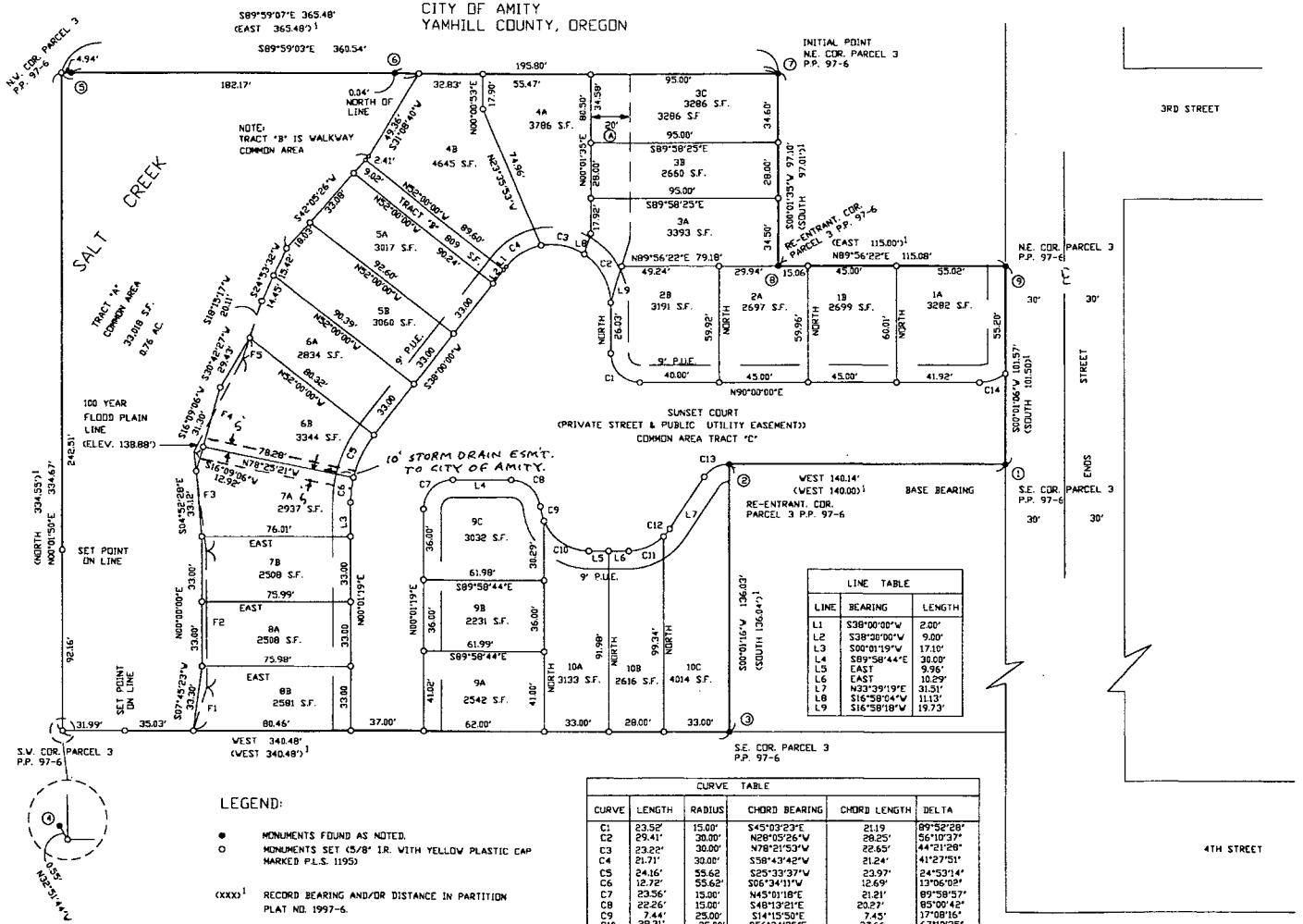
Tracts A, B, and C, SUNSET WEST TOWNHOMES, in the City of Amity, Yamhill County, Oregon.

Filed: Feb 9/13/2006
County Surveyor

VOL 13 PG 36

SUNSET WEST TOWNHOMES

A PLANNED UNIT DEVELOPMENT SUBDIVISION
PREPARED FOR EMERSON SMOKER JR. & SANDRA K. SMOKER
A RE-SUBDIVISION OF PARCEL 3 PARTITION PLAT NO. 97-6
LOCATED IN THE S.W. 1/4 SECTION 20, T. 5 S., R. 4 W., W.M.
CITY OF AMITY
YAMHILL COUNTY, OREGON



LINE TABLE		
LINE	BEARING	LENGTH
L1	S38°00'00"W	2.00'
L2	S38°00'00"W	9.00'
L3	S00°01'19"W	17.10'
L4	S89°58'44"E	30.00'
L5	EAST	9.96'
L6	EAST	10.29'
L7	N33°39'19"E	31.51'
L8	S16°59'04"W	11.13'
L9	S16°58'18"W	19.73'

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	23.52'	15.00'	S45°03'23"E	21.19	89°52'28"
C2	29.41'	30.00'	N28°05'26"W	28.25'	56°10'37"
C3	23.22'	30.00'	N78°21'53"W	22.65'	44°21'28"
C4	21.71'	30.00'	S58°43'42"W	21.24'	41°27'51"
C5	24.16'	55.62	S25°33'37"W	23.97'	24°53'14"
C6	12.72'	55.62'	S06°34'11"W	12.69'	13°06'08"
C7	23.56'	15.00'	N45°01'18"E	21.21'	89°58'57"
C8	22.26'	15.00'	S48°19'21"E	20.27'	85°00'42"
C9	7.44'	25.00'	S14°15'50"E	7.45'	17°08'16"
C10	29.31'	25.00'	S56°24'35"E	27.66	67°10'25"
C11	19.68'	25.00'	N67°26'43"E	19.18'	45°06'49"
C12	4.90'	25.00'	N39°16'22"E	4.89'	11°13'30"
C13	14.75'	15.00'	N61°50'18"E	14.16'	56°19'42"
C14	14.26'	20.00'	N69°34'21"E	13.96	40°51'08"

FLOOD PLAIN LINE TABLE		
LINE	BEARING	LENGTH
F1	S17°240'32"W	23.40
F2	S00°14'06"E	69.14'
F3	S07°04'55"E	50.76'
F4	S27°50'14"W	53.86'
F5	S18°150'17"E	10.85'

LEGEND:

- ● MONUMENTS FOUND AS NOTED.
- ○ MONUMENTS SET (5/8" I.R. WITH YELLOW PLASTIC CAP MARKED P.L.S. 1195)
- (XXX)1 RECORD BEARING AND/OR DISTANCE IN PARTITION PLAT NO. 1997-6.
- ① ② ③ ⑤ FOUND 5 / 8 INCH I.R. WITH YELLOW PLASTIC CAP AT GROUND SURFACE MARKED "DUNKEL PLS 1942", SET IN PARTITION PLAT 91-6
- ④ F.D. 5/8 INCH I.R. WITH 20" EXPOSED ABOVE GROUND AND BADLY BENT N32°51'44"W 0.55' OF TRUE
- ⑥ ⑦ ⑧ ⑨ FOUND 5 / 8 INCH I.R. WITH YELLOW PLASTIC CAP AT GROUND SURFACE MARKED "DUNKEL PLS 1942", SET IN PARTITION PLAT 97-6
- Ⓐ 20' P.U.E. & ACCESSWAY FOR THE BENEFIT OF LOTS 3A, 3B, & 3C.

GoertzENGINEERING INC.
KARL D. GOERTZEN, P.L.S. 1195
4753 FIR DELL DR. S.E.
SALEM, OR. 97302
503.378.0952

REGISTERED PROFESSIONAL LAND SURVEYOR
Karl D. Goertzen
OREGON
SEPT. 23, 1977
KARL D. GOERTZEN
1195

RENEWAL DATE: 6-30-07
TODAY 6-2-06

SHEET 1 OF 2

Received 9/13/2006
County Surveyor

VOL 13 PG 36

SUNSET WEST TOWNHOMES

A PLANNED UNIT DEVELOPMENT SUBDIVISION PLAT
PREPARED FOR EMERSON SMOKER JR. & SANDRA K. SMOKER
A RE-SUBDIVISION OF PARCEL 3 PARTITION PLAT NO. 97-6
LOCATED IN THE S.W. 1/4 SECTION 20, T. 5 S., R. 4 W., W.M.
CITY OF AMITY
YAMHILL COUNTY, OREGON

SURVEYOR'S CERTIFICATE

I, Karl D. Goertzen, being duly sworn, depose and say that I have surveyed and marked with proper monuments the land represented on the hereon illustrated partition plat, the outside boundary described as follows:

Partition Plat No. 1997-6 as recorded in Yamhill County, Oregon Book of Town Plats Volume 4, Page 379; and containing 3.00 acres, more or less.

SURVEYOR'S NARRATIVE

The purpose of this survey is to document the monumentation of corners to describe the City of Amity, Oregon Planned Unit Development Subdivision Case No. 05-01-01 on the tract of land described in the Surveyor's certificate. The entire boundary, with the exception of the extreme southwest corner and the northwest corner was determined from found and held monuments of Parcel 3 of Partition Plat survey No. 1997-6 of Yamhill County records. The extreme southwest corner is depicted as position 4 on the plat drawing on sheet 1. A badly bent monument was found at this location near the true corner as depicted in said Partition Plat. A new monument was set at this corner by holding the called bearing and distance from the next monument to the east of said Partition Plat (depicted as position 3 on the map). The northwest corner was set holding the called distance from the found monument at position 7 along the line between found monuments 5 and 7. The basis of bearing is the south line of Partition Plat No. 1997-6 as depicted on this plat as positions 1 and 2.
Surveys of record used in this survey are as shown on the map and/or in the "LEGEND".

RECORDING

STATE OF OREGON
S.S.
COUNTY OF YAMHILL

I hereby certify that the attached Plat was received and duly recorded by me in the Yamhill County Records, Book of Town Plats, Volume __ __, Page __ __, on this _____ day of _____ 2006 at _____ o'clock _____ Also it is referenced in Yamhill County Deed Records, [illegible]

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK
200618722
$66.00
00243925200600187220020028
08/14/2006 04:39:47 PM
PR-PPR Cnt=1 Stn=2 ANITA
$45.00 $10.00 $11.00

_____
Yamhill C[illegible]

By: _____
Depu[illegible]

REGISTERED PROFESSIONAL LAND SURVEYOR
Karl D. Goertzen
OREGON
SEPT. 23, 1977
KARL D. GOERTZEN
1195
RENEWAL DATE: 6-30-07
TODAY: 6-2-06

DECLARATION

Know all men by these presents that Emerson Smoker Jr. and Sandra K. Smoker, husband and wife, are the owners of the property described in the surveyor's certificate hereon made and desiring to dispose of the same in lots, have caused the same to be platted and surveyed, the name to be known as SUNSET WEST TOWNHOMES, in accordance with the provisions of chapter 92 of the Oregon Revised Statutes, as shown on the attached map and hereby dedicate to the public use forever the street right-of-way and grant the easements as shown hereon.

In witness whereof we have set my hand and seal this 13th day of June 2006.

Emerson Smoker Jr. — Sandra K. Smoker

ACKNOWLEDGEMENT

STATE OF OREGON
S.S.
COUNTY OF YAMHILL

This instrument was acknowledged before me on this 13th day of June 2006 by the above, Emerson Smoker Jr And Sandra K. Smoker and acknowledged the foregoing instrument to be their voluntary act and deed.

Kristie Buxton
Notary Signature

_____
Notary Public - Oregon

Commission Number 360054

My commission expires August 4, 2006

APPROVALS

City of Amity Planning Commission Chairperson File No. 05-01-01	7-28-06 Date
City of Amity City Engineer	7-24-06 Date
City of Amity Mayor	8-2-06 Date
Yamhill County Surveyor	8/9/06 Date

All Taxes, Fees, Assessments and other charges as provided in ORS 92.095, have been paid through: (Date) 6-30-2007

Yamhill County Tax Collector	8/11/06 Date

GoertzENGINEERING INC.
KARL D. GOERTZEN, P.L.S. 1195
4753 FIR DELL DRIVE S.E.
SALEM, OREGON 97302
PHONE: 503.378.0952