GREEN HIGHLANDS

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION of Covenants and Restrictions is made by Joe Green, Developer.

RECITALS:

A. Developer owns the real property described in Exhibit A, attached hereto and by this reference incorporated herein as though fully set forth.

B. Developer is subdividing and/or partitioning the property.

C. By this Declaration of Covenants and Restrictions, Developer desires to establish a homeowners’ association to maintain any areas for which the Homeowner’s Association is responsible for maintenance, and to perform the other duties or obligations set forth herein.

D. Developer is reserving the right, but not undertaking obligation, to annex additional property to the Association and subject it to the terms and provisions of this Declaration, the Articles, and By-Laws, as the same may be amended or supplemented. This right is limited to the remaining phases of the subdivision which property is described in Exhibit “B” attached hereto. Developer may annex all or portion of this property to the Declaration in one or more supplemental Declarations or by reference on the Plat of subsequent phases.

E. Because it is not anticipated the combined annual assessments for all lots will exceed $1,000.00, Green Highlands shall not be subject to the Oregon Planned Community Act, ORS 94.550, et. seq., and the declarant specifically hereby declares the property not to be subject to such act.

IN CONSIDERATION of the foregoing recitals, which are by this reference incorporated herein, Joe Green, Developer, does hereby declare and establish that the property shall be encumbered and restricted in accordance with the provisions contained herein.

ARTICLE 1
DEFINITIONS

SECTION 1.

Definitions. The following words shall have the meaning hereinafter set forth wherever used in this agreement unless the context clearly requires otherwise.
A) "Association:" The Green Highlands Homeowners’ Association as established hereunder.

B) "Common Area:" Any portion of the Plat of Green Highlands, or adjacent to the plat, the Homeowner’s Association is required to maintain pursuant to the Conditions of Approval for the Subdivision.

C) "Declaration:" This Declaration of Covenants and Restrictions.

D) "Lot:" Each designated lot on a subdivision or partition plat encompassing any portion of the property described on Exhibit “A” or any portion of the property described in Exhibit “B” which is annexed hereto.

E) "Member:" A member of the Association.

F) "Owner:" The person or persons who hold fee simple title to any lot, or the vendee who is purchasing any lot under a land sale contract. Owner shall not include, however, any mortgagee or other party claiming any interest in a lot as collateral for an obligation unless and until such person acquires fee simple title pursuant to foreclosure or some proceeding in lieu of foreclosure.

G) "Developer:" Joe Green, Owner of Green Highlands, his successors and assigns.

H) "Property:" The real property described in Exhibit A or any portion of the property described in Exhibit “B” which is annexed hereto.

ARTICLE II
HOMEOWNERS’ ASSOCIATION

SECTION 1.

Creation. There is hereby created the Green Highlands Homeowners’ Association, which shall have the powers and duties and shall be organized and operated in accordance with the terms of this Declaration. The Association is intended to be a real estate management association as defined in and operating in accordance with Section 528 of the Internal Revenue Code of 1986, as from time to time amended.

SECTION 2.

Membership. The Owner of each Lot shall be a member of the Association. All of the individuals who own one Lot shall be collectively considered one single Member.

If an Owner owns more than one Lot, such Owner shall be deemed one single Member, but shall have the number of votes provided in Section 3, below.

Page 2 - Declaration of Covenants and Restrictions (Green Highlands)
SECTION 3.

Voting. Except as otherwise provided herein, all decisions of the Association shall be decided by a majority of the votes cast.

A. Developer Votes. Developer shall have five (5) votes for each Lot which it owns.

B. Other Owners. All Members other than Developer shall have one vote for each Lot which he/she owns

SECTION 4.

Meetings. Meetings of the Association may be called either by the Board of Directors or upon the concurrence of the Members holding 50% of the Members’ votes. Meetings shall be called by a written notice mailed or personally delivered to each of the Members, at their residence if they reside on a Lot or, if not at their last known address reflected on Association records, not less than seven days prior to the date of any meeting. All meetings shall be conducted at a location not more than fifteen (15) miles from the Property. The Members may act without meeting upon written concurrence of the Members holding three-fourths (¾ths) of the votes which could be cast at a meeting of the Members if such a meeting were convened on the date of the last signature.

SECTION 5.

Board of Directors. The affairs of the Association shall be managed and conducted by a Board of Directors. Such Board of Directors, shall make all decisions for the Association except those items for which this Declaration requires a vote of the Members and those related to the Architectural Review Committee. The Members, however, shall have the right to delegate to the Board of Directors matters which would require a vote of the Members, so long as the resolution approving such delegation is approved by the number of Members which would be required for the Association Members to approve the action which is the subject of the delegation.

A. Size. The number of Directors shall be equal to the lesser of the total Members of the Association, or three.

B. Election. Developer shall appoint the members of the Board of Directors until there are fifteen (15) Members. Thereafter, the Members shall elect the members of the Board of Directors. The first election shall be held within ninety (90) days after the date on which the Association acquires the fifteenth (15th) Member. Each Director shall serve from the date of election until the date of death, resignation or removal of such person by the Members. A
Director who is appointed by the Developer may be removed by the Developer. A Director elected by the Members may be removed by a vote of the Members.

C. Officer. The Board of Directors shall elect officers comprised of a President and a Secretary. The President shall preside over all meetings of the Board of Directors and the Members and the Secretary shall be responsible for the maintenance of the records of the Association. If the Board of Directors desire, it may also elect a Vice-President and a Treasurer, who shall have such duties as the Board may delegate to them. All documents requiring approval of the Association shall be executed by two (2) individuals who are either officers or members of the Board of Directors.

D. Quorum. A Majority of the Directors shall constitute a quorum for the purposes of conducting business. All decisions of the Board of Directors shall be made by a majority vote of those Directors present at any meeting. The Board may act without a meeting upon the written consent to the action by all of the Directors.

E. Meetings. Meetings of the Board of Directors shall be convened at the call of the President, Secretary or any two (2) Directors. Notice of each meeting shall be given to each Director at least forty-eight (48) hours in advance of the meeting. Meetings shall be held within fifteen (15) miles of the Property.

SECTION 6.

Association Powers. The Association shall have the authority to enforce any and all of the provisions of this Declaration and carry out any and all other lawful activities necessary and proper for the Association to perform the duties set forth herein. Such powers shall include but not be limited to:

A. Imposing assessments on the Members to fund Association activities. The Association may file and foreclose liens against the lot of any Member who fails to pay assessments imposed by the Association.

B. Initiation of litigation to enforce compliance with the obligations hereunder.

C. Providing for the maintenance and improvement of the Common Area.

D. Purchasing liability and casualty insurance.

E. Paying property taxes on the Common Area, if any.
The association’s sole responsibility shall be maintenance of any common area and performance of Architecture Review prior to initial construction of homes. The association shall have no other powers, and this declaration can not be amended to grant the association any power other than those set forth herein.

ARTICLE III
MAINTENANCE OBLIGATIONS

(1) Unless and until a third party agrees to accept maintenance responsibility for any Common Area and the City approves of the assignment of maintenance responsibility to the third party, the Association shall be responsible for maintenance of the Common Area. If a third party agrees to accept responsibility for maintenance of any Common Area and such assignment of responsibility is approved by the city in writing, it shall record an appropriate notice of their acceptance of maintenance responsibility as outlined herein which shall contain the City’s written approval of the assumption of maintenance responsibility. Upon recording of such notice, the Association and owners of Lots shall have no further responsibility for maintenance of the portion of any common area covered by the notice or liability associated with it. Unless and until such notice is recorded, the owners shall be responsible for maintenance as provided for herein.

(2) Any Common Area other than the portion of the Plat deeded to the City for use as a park shall be maintained to a standard appropriate for a Common Area, and shall be kept free of erosion, litter, debris, noxious weeds and blackberries as outlined herein or as required by the latest revisions of the City of Lafayette Public Works Standards as well as any requirement imposed by the local Fire Chief. No portion of the Common Area shall be used for dumping of trash, rubbish or debris of any kind.

(3) The Association shall maintain any lawn, grass or other landscaping installed by the City on the portion of the Plat deeded to the City for use as a park (Landscaping). If a watering system is installed by the City, the association shall have the responsibility to water the landscaping so that an average of one-half inch of water being applied twice a week. The Association shall not be responsible for developing the park in any way, or maintaining any equipment, structure or other item placed in the Park by any party, except Landscaping, including the City. The association shall not be required to install a watering system. This provision shall not prohibit installation of a watering system by the City, or by a third party on the City’s behalf, or the installation of play equipment, benches, picnic tables or other structures. If any such items are installed, however, the Association shall not be responsible for their maintenance. The association shall maintain any Landscaping installed in a neat and presentable condition. The Association shall not be responsible for repairing vandalism or damage to Landscaping within the Park. Any such repair shall be the responsibility of the party causing the damage. Nor shall the Association be responsible for replacing any Landscaping which does not survive after it is planted or installed, unless it does not survive due to the Association’s
negligence.

(3) The costs of Common Area maintenance and repairs shall be apportioned equally among the affected owners on a per lot basis regardless of frontage, location, or improvements. If an individual owner shall cause the Common Area improvements to be damaged or require maintenance, that owner shall be solely responsible for the entire cost of repairing the Common Area to the satisfaction of the Association within thirty calendar days of the damage.

(4) The Board shall be empowered to borrow monies where necessary to complete Common Area maintenance and to pay interest at a reasonable rate for such sums as are borrowed.

(5) The Board shall send a written notice to each affected owner setting forth their share of the annual estimated cost of maintenance. The amount billed shall be due and payable within thirty days thereafter, and if not so paid the Board may prepare a notice entitled "Lien Notice" setting forth the legal description of the property for which an assessment has not been paid, name of owners or reputed owners, the date of the assessment, and the amount thereof. Said Lien Notice, over the President’s signature, shall then be recorded in the lien notices in Yamhill County and shall constitute a lien on the described premises. The President shall make charges for interest on any amounts unpaid under this Agreement at the rate of 1-1/2% per month or pro-ration thereof) or at the maximum rate permitted under any applicable law for past-due obligations, whichever is less.

(6) In the event the Association defaults in its obligation to perform required maintenance, the City of Lafayette shall be authorized to take any required maintenance steps, and assess the costs of such maintenance against the Association. Prior to performing any non-emergency maintenance, the City of Lafayette shall provide ten (10) days prior written notice to the Association. The notice shall set forth the actions required to cure the default. If the Association does not perform the maintenance within the ten (10) days, or if the maintenance can not be performed within the ten (10) day period, begin performance within the ten (10) day period and provide adequate assurances performance will be completed within a reasonable time frame, the City may proceed with the maintenance and charge the cost of the work against the Association. In the event any emergency maintenance is required, no written notice shall be required to the Association prior to the City performing the maintenance. Upon completion of any such maintenance, the City may make demand upon the Association for the costs thereof. If the Association does not reimburse the City for the costs incurred in the maintenance within 60 days of demand, the City shall have the right without further notice to the lot owners, to post on the City lien docket a lien against each lot subject to this declaration equal to its pro rata share of the costs of maintenance, plus the City’s cost to collect and post the liens.
ARTICLE IV
ASSESSMENTS

SECTION 1.

Imposition of Assessments. Each Member shall pay to the Association the sums set forth below to pay for the necessary and proper expenses of the Association in carrying on its activities.

A. Annual Assessment. Each Member shall be required to pay to the Association an annual assessment on or before January 1 of each calendar year, commencing with the calendar year 2007. The Board of Directors shall establish the amount of the annual assessment which shall be sufficient to cover the anticipated annual maintenance costs. The Board of Directors may provide for the payment of assessments in installments during the year.

B. Allocation of Assessment. The annual assessment shall be divided by the number of Lots owned by Members on November 30 of the prior year, and the quotient shall be the assessment levied on each Lot.

C. Limitations. Notwithstanding the foregoing, the assessment against all Members for any year shall not exceed one percent (1%) of the estimated value of all lots.

SECTION 2.

Lien. The Association shall have a lien on each Lot for all assessments payable to the Association by the Owner of such Lot. The lien for an assessment shall be superior to any and all liens against such lot, except for the liens for each property’s ad valorem taxes and except for liens against the lots to secure repayment of financing for the construction of improvements of such lots or purchase of improvements, but only to the extent that such liens are (a) perfected prior to the accrual of the assessment in question and (b) the subordination shall only be to the extent that the financing is actually used for the construction of improvements on the Lot in question or purchase thereof. In the event Yamhill County acquires ownership of any of the Property through foreclosure of its ad valorem tax lien against such property, no assessment accruing thereafter against the foreclosed Property shall be due but a lien for the assessment shall accrue during the term of the county’s ownership. The lien shall be due and payable by the purchaser after sale by the county.

SECTION 3.

Maintenance of Common Area. Until there are 15 members of the Association, the Developer shall be responsible for maintenance as provided for herein. If the Developer
does not perform the maintenance obligations hereunder during its ownership, the city may exercise its right to perform the work and assess the costs thereof against the developer subject to the notice requirements contained herein. If the Developer does not timely reimburse the City for any maintenance costs incurred after proper notice and demand for payment during Developers responsibility for maintenance of the common area, the city may lien the lots owned by the developer as provided herein and exercise any other rights, including foreclosure of such liens provided herein.

ARTICLE V
ARCHITECTURAL REVIEW

5.1 Architectural Review Required.
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 and external design with existing improvements and as to location with respect to topography and finished grade elevations, and to avoid plan repetition. Design features should include front porches, varying building setbacks and varying roof lines. 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. The Committee may charge a fee not to exceed Three Hundred Dollars ($300.00) to cover the cost of processing the application. This fee may be reduced for multiple submissions of similar design. In all cases which the Architectural Review Committee consent is required by this Declaration, the provisions of this Article shall apply.

5.2 Committee Decision.
The Architectural Review Committee shall render its decision with respect to the construction proposal within thirty (30) 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) days after the Committee has received all material required by it with respect to the proposal, approval will not be required and the related provisions of this Declaration shall be deemed to have been fully complied with.

5.3 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 the Property. Considerations such as siting, shape, sizes, color, design, heights, impairment of the view from other Lots, or other
effect on the enjoyment of other Lots, 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.

5.4 Appointment and Removal.
   The Architectural Review Committee shall consist of one to three people, as the Developer may from time to time appoint. The Developer may remove the Committee from office at any time and may appoint a new Committee at any time. Developer may at any time delegate to the Owners or a homeowners association the right to appoint or remove the Committee. In such event, a majority of the Owners so voting may appoint or remove the Architectural Review Committee. If no Architectural Review Committee is appointed, the provisions of this Article 5 shall not be applicable. The initial members of the Architectural Review Committee shall be Joe E. Green and Joe W. Green.

5.5 Liability.
   The Architectural Review Committee shall not 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, provided only that the Committee has, in accordance with the actual knowledge possessed by him, acted in good faith.

5.6 Nonwaiver.
   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.

5.7 Effective Period of Consent.
   The Architectural Review Committee’s consent to any proposed work shall automatically be removed 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. The Committee’s authority shall apply only to initial construction of residential homes and related structures on lots. Once all lots within the subdivision are initially improved with residences, the committee shall cease to function and shall have no further authority.
ARTICLE VI.
DURATION AND AMENDMENTS

SECTION 1.

Duration. This Declaration shall be perpetual unless terminated as provided for herein. In the event a third party governmental entity accepts maintenance responsibility for any common area, as required hereunder or if there is no common area, and homes are constructed on all lots within the subdivision, the association may be immediately dissolved upon the approval of the City of Lafayette. This declaration may be terminated, and the Association dissolved, at any time upon a 3/4ths majority vote of the members, subject to the approval of the City of Lafayette.

SECTION 2.

Amendment. This Declaration of Covenants and Restrictions may be amended at any time by an instrument in writing, executed by Members possessing three-fourths (3/4ths) of the votes, and recorded in the real property records of Yamhill County, Oregon. In no event shall any amendment eliminate the maintenance responsibility for any common areas set forth herein, unless such responsibility is assumed by a third party, governmental entity, and the assumption of that responsibility is approved by the City of Lafayette, or the amendment itself is approved by the City of Lafayette.

ARTICLE VII
MISCELLANEOUS

SECTION 1.

Dispute Resolution. In the event of any dispute concerning this Declaration (except as provided in Subsection A and B below), such dispute shall be determined by arbitration in accordance with the then-current rules of the American Arbitration Association, or if such Association no longer exists, in accordance with the arbitration provisions contained in any applicable law. Any award or determination of the arbitrators may be entered as a judgment in any court of competent jurisdiction in the manner then provided by law.

A. Enforcement. In the event of any actual or threatened violation of any of the provisions herein, the Association acting through the Board of Directors shall have the right to initiate litigation to obtain an injunction to enjoin such violation. The Board of Directors shall have the power to obtain without notice, hearing, or the posting of any bond, a temporary restraining order enjoining such activity until a hearing can be convened to determine whether such temporary restraining order should continue. Under no circumstances shall the Association be required to post any bond or undertaking as a condition of obtaining any temporary restraining order, preliminary or permanent injunction.
The prevailing party in the enforcement action shall recover such party's attorney fees incurred therein and in any appeal therefrom.

B. Lien Enforcement. The Association, acting through the Board of Directors, shall have the right to foreclose any lien for assessment hereunder by suit in equity to collect assessments accruing within six (6) years prior to the date upon which the foreclosure commenced. In the event of any suit for foreclosure, the Association shall obtain a judgment against the Owner for the amount of the assessment actually due and for the Association's reasonable costs, disbursements and attorney fees included in such litigation, and a decree of the court directing that any subordinate liens against the lot in question be foreclosed and the Lot and improvements thereon be sold in the manner provided for the sale or real property under execution, with the proceeds of the sale to be used to satisfy the Owner's obligations to the Association. In the event a lien accrues in favor of the City, the City shall have the same rights to foreclose its lien as provided to the Association.

C. Enforcement Against A Director. No Member who is a Director and who is also the subject of an enforcement action under A or a foreclosure under B shall have any right to attend any Directors' meetings or vote on any matters related to the enforcement action or foreclosure. The remaining directors may, by a majority vote, remove and replace the offending director during or following such proceedings.

D. Assignment by Declarant and Enforcement. Any or all rights, powers and reservations of Declarant herein contained may be assigned to any person or entity existing now or hereafter. Upon delivery of written notice of assignment from Declarant, the Assignee must accept such assignment and, to the extent of such assignment, the Association shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by the Declarant alone so long as it owns any interest in any portion of said property. The Association, Declarant or any Owner may enforce these Covenants and Restrictions.

E. There shall be no right of action against developer at law or in equity for failure to comply with or enforce the provisions hereof after the conveyance of the Common Area to the Association, except to the extent the developer still owns lots with in the development, all such lots shall be subject to the provisions herein and remedies provided herein.

SECTION 2.

Severability. In the event any term or provision of this Declaration of Covenants and Restrictions is determined to be unenforceable, invalid or void for any reason by a court
of competent jurisdiction, such determination shall in no way affect the Property and be binding upon all present and future Owners of any interest of the Property.

DATED this __ day of __________, 2006.

By: ________________________________
    Joe Green, Declarant

STATE OF OREGON          )
County of __________ ) ss.

Personally appeared Joe Green, and acknowledged the foregoing instrument to be his voluntary act and deed this __ day of __________, 2006.

______________________________
Notary Public for Oregon
My Commission Expires: 03-06-2010
LEGAL DESCRIPTION - GREEN HIGHLANDS
Prepared for Joseph W. Green

W. O. No. 0506
29 December 2006
Revision No. 1

A replat of a portion of Parcel 1 of Partition 2004-15, a partition recorded 7 May 2004, Instrument No. 200408917, Yamhill County Plat Records, and located in the Joel Perkins Donation Land Claim No. 39 in the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 6, Township 4 South, Range 3 West of the Willamette Meridian, City of Lafayette, Yamhill County, Oregon, and more fully described based on the plat of "LAFAYETTE HIGHLANDS" and Partition 2004-15 by Westlake Consultants and County Survey 10860 by Leonard A. Rydell, P.L.S. as follows:

Beginning at the Initial Point, a 5/8 inch iron rebar with 1-1/4" yellow plastic cap marked "RYDELL PLS 1437", said rebar being South 00°47'00" East 463.79 feet and South 89°12'54" West 212.14 feet and North 81°56'49" West 85.74 feet from a Yamhill County Brass Cap at the Northeast corner of the Joel Perkins Donation Land Claim No. 39, said iron rebar being also on the North line of Lot 68 of "LAFAYETTE HIGHLANDS", a subdivision recorded 23 February 2005, Instrument No. 200503644, Yamhill County Plat Records; thence North 81°56'49" West 8.68 feet along the North line of said Lot 68 to the Northwest corner of said Lot 68; thence North 73°35'47" West along the North line of said "LAFAYETTE HIGHLANDS" 543.08 feet to the Northwest corner of Lot 59 of said "LAFAYETTE HIGHLANDS"; thence South 16°24'13" West 107.50 feet along the West line of said Lot 59 to the Southwest corner of said Lot 59; thence North 73°35'47" West along the North line of said "LAFAYETTE HIGHLANDS" 3.32 feet to an angle point of said "LAFAYETTE HIGHLANDS"; thence South 16°24'13" West along a West line of said "LAFAYETTE HIGHLANDS" 169.00 feet to a 5/8 iron rebar at the Northeast corner of Lot 27 of said "LAFAYETTE HIGHLANDS"; thence South 89°40'29" West 87.03 feet along the North line of said Lot 27 to the Northeast corner of said Lot 27; thence South 00°19'31" East 47.74 feet along the West line of said Lot 27 to the Northeast corner of Lot 26 of said "LAFAYETTE HIGHLANDS"; thence South 89°40'29" West 108.27 feet along the North line of said Lot 26 to the Northwest corner of said Lot 27; thence North 00°19'31" West along the boundary line of said "LAFAYETTE HIGHLANDS" 31.16 feet to an angle point of said "LAFAYETTE HIGHLANDS"; thence South 89°40'29" West along the North line of said "LAFAYETTE HIGHLANDS" 149.00 feet to the Northwest corner of Lot 25 of said "LAFAYETTE HIGHLANDS", said point being on the West line of "HAMILTON ESTATES NO. 2", a subdivision recorded 2 October 1996 in Volume...
4, Pages 321 and 322, Instrument No. 199616159, Yamhill County Plat Records; thence North 00° 19' 31" West along the East line of said "HAMILTON ESTATES NO. 2" and the East line of "HAMILTON ESTATES NO. 3", a subdivision recorded 7 November 1997 in Volume 4, Pages 485 and 486, Instrument No. 199718831, Yamhill County Plat Records, 684.98 feet to the Northeast corner of Lot 102 of said "HAMILTON ESTATES NO. 3"; thence South 73° 35' 47" East 117.44 feet to a 5/8-inch iron rebar; thence South 71° 48' 24" East 48.02 feet to a 5/8-inch iron rebar; thence South 73° 35' 47" East 903.00 feet to a 5/8-inch iron rebar; thence South 16° 24' 13" West 106.96 feet to a 5/8-inch iron rebar; thence South 06° 03' 59" West 48.32 feet to a 5/8-inch iron rebar; thence South 16° 24' 13" West 107.25 feet to the Initial Point.

Said parcel containing 9.3790 acres more or less.
LEGAL DESCRIPTION - GREEN HIGHLANDS NO. 2
Prepared for Joseph W. Green

29 December 2006

W. O. No. 0506

A replat of a portion of Parcel 1 of Partition 2004-15, a partition recorded 7 May 2004, Instrument No. 200408917, Yamhill County Plat Records, and located in the Joel Perkins Donation Land Claim No. 39 in the Northeast Quarter of the Southwest Quarter, the Southwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, and the Northwest Quarter of the Northeast Quarter of Section 6, Township 4 South, Range 3 West of the Willamette Meridian, City of Lafayette, Yamhill County, Oregon, and more fully described based on the plat of "LAFAYETTE HIGHLANDS" and Partition 2004-15 by Westlake Consultants and County Survey 10860 by Leonard A. Rydell, P.L.S. as follows:

Beginning at the Initial Point, a Yamhill County Brass Cap at the Northeast corner of the Joel Perkins Donation Land Claim No. 39, said brass cap being also the Northeast corner of Parcel 1 of said Partition 2004-15; thence South 00°47' 00" East 463.79 feet along the East line of said Parcel 1 of said Partition 2004-15 and the East line of the Joel Perkins Donation Land Claim No. 39; thence South 89°12' 54" West 212.14 feet along the South line of Parcel 1 of said Partition 2004-15 and the North line of "LAFAYETTE HIGHLANDS", a subdivision recorded 23 February 2005, Instrument No. 200503644, Yamhill County Plat Records; thence North 81°56' 49" West 85.74 feet along the South line of Parcel 1 of said Partition 2004-15 and the North line of "LAFAYETTE HIGHLANDS" to a 5/8-inch iron rebar, said rebar being the Initial Point of "GREEN HIGHLANDS"; thence North 16° 24' 13" East along the East line of said "GREEN HIGHLANDS" 107.25 feet to a 5/8-inch iron rebar; thence North 06° 03' 59" East 48.32 feet along the East line of said "GREEN HEIGHTS" to a 5/8-inch iron rebar; thence North 16° 24' 13" East 106.96 feet along the East line of said "GREEN HEIGHTS" to a 5/8-inch iron rebar at the Northeast corner of said "GREEN HIGHLANDS"; thence North 73° 35' 47" West 903.00 feet along the North line of said "GREEN HIGHLANDS" to a 5/8-inch iron rebar; thence North 71° 48' 24" West 48.02 feet along the North line of said "GREEN HIGHLANDS" to a 5/8-inch iron rebar; thence North 73° 35' 47" West 117.44 feet along the North line of said "GREEN HIGHLANDS" to the Northeast corner of Lot 102 "of HAMILTON ESTATES NO. 3", a subdivision recorded 7 November 1997 in Volume 4, Pages 485 and 486, Instrument No. 19978831, Yamhill County Plat Records, said corner being on the East line of said Parcel 1 of said Partition 2004-15; thence North 73° 35' 47" West 22.60 feet along the North line of said Lot 102 of said "HAMILTON ESTATES NO. 3" to a 5/8-inch iron rebar at the Southeast corner of
Lot 119 of said "HAMILTON ESTATES NO. 3"; thence North 11° 31' 39" East 105.38 feet along the East line of said Lot 119 of said "HAMILTON ESTATES NO. 3" to a 5/8-inch iron rebar at the Northeast corner of said Lot 119 of said "HAMILTON ESTATES NO. 3"; thence North 00° 19' 31" West 52.20 feet along the East line of said "HAMILTON ESTATES NO. 3" to a 5/8" iron rebar at an angle point of said "HAMILTON ESTATES NO. 3"; thence North 73° 35' 47" West 12.06 feet along a North line of said "HAMILTON ESTATES NO. 3" to a 5/8-inch iron rebar at the Southeast corner of said Lot 120 of said "HAMILTON ESTATES NO. 3"; thence North 06° 11' 59" East 101.59 feet along the East line of said Lot 120 of said "HAMILTON ESTATES NO. 3" to a 5/8-inch iron rebar at the Northeast corner of said Lot 120 of said "HAMILTON ESTATES NO. 3", said rebar being also the Northwest corner of Parcel 1 of said Partition 2004-15; thence South 73° 35' 47" East 1304.20 feet along the North line of the Joel Perkins Donation Land Claim No. 39 and the North line of Parcel 1 of said Partition 2004-15 to the Initial Point.

Said parcel containing 9.1358 acres more or less.
GREEN HIGHLANDS

A Tract of Land Located in the Joel Perkins D.L.C. No. 39
Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 6
Township 4 South, Range 3 West of the Willamette Meridian
City of Lafayette, Yamhill County, Oregon

24 August 2006
City of Lafayette Planning File 02–09–17

SURVEYOR'S CERTIFICATE:

I, Leonard A. Ryder, Oregon Registered Professional Land Surveyor No. 1437, hereby certify that I have correctly surveyed and marked with proper monuments the tract of land represented on the attached subdivision plat, a report of a portion of Parcel 1 of Partition 2004–15, a portion recorded 7 May 2004, Instrument No. 200408257, Yamhill County Plat Records, and located in the Joel Perkins D.L.C. No. 39, the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 4 South, Range 3 West of the Willamette Meridian, City of Lafayette, Yamhill County, Oregon, and more fully described on the plat of "LAFAYETTE HIGHLANDS" and Partition 2004–15 by Westlake Consultants and County Survey 1586 by Leonard A. Ryder, P.L.S. as follows:

Beginning at the initial point, a 5/8 inch iron rebar with 1-1/4" yellow plastic cap marked "RIDELL PLS 1437", said rebar being South 00° 47' 00" East 482.79 feet and South 89°12' 54" West 221.14 feet and North 813.56 48 West 85.74 feet from a Yamhill County Brass Cap at the northeast corner of the Joel Perkins D.L.C. No. 39, said iron rebar being also on the north line of lot 68 of "LAFAYETTE HIGHLANDS", a subdivision recorded 23 February 2003, Instrument No. 200305127, Yamhill County Plat Records, thence North 89° 56' 49" West 8.66 feet along the north line of said lot 68 to the northeasterly corner of said lot 68; thence North 73° 35' 47" West along the north line of said "LAFAYETTE HIGHLANDS" 54.08 feet to the northwest corner of lot 59 of said "LAFAYETTE HIGHLANDS"; thence South 19° 24' 13" West 107.50 feet along the west line of said lot 59 to the southwest corner of said lot 59; thence North 73° 35' 47" West along the north line of said "LAFAYETTE HIGHLANDS" 3.32 feet to an angle point of said "LAFAYETTE HIGHLANDS"; thence South 19° 24' 13" West along a west line of said "LAFAYETTE HIGHLANDS" 189.00 feet to a 5/8 inch iron rebar at the northeastern corner of lot 27 of said "LAFAYETTE HIGHLANDS"; thence South 89° 40' 28" West 67.03 feet along the north line of said lot 27 to the northeasterly corner of said lot 27; thence South 00° 19' 31" East 47.74 feet along the west line of said lot 27 to the northeasterly corner of said lot 27; thence North 00° 19' 31" West along the boundary line of said "LAFAYETTE HIGHLANDS" 31.14 feet to an angle point of said "LAFAYETTE HIGHLANDS"; thence South 89° 40' 29" West along the north line of said "LAFAYETTE HIGHLANDS" 149.00 feet to the northeast corner of lot 25 of said "LAFAYETTE HIGHLANDS", said point being on the west line of "HAMILTON ESTATES NO. 2", a subdivision recorded 2 October 1999, Pages 734 and 735, Instrument No. 99181657, Yamhill County Plat Records; thence North 00° 19' 31" West along the east line of said "HAMILTON ESTATES NO. 2" and the east line of "HAMILTON ESTATES NO. 3", a subdivision recorded 7 November 1997 in Volume 4, Pages 485 and 486, Instrument No. 97190161, Yamhill County Plat Records, 88.08 feet to the northeast corner of lot 102 of said "HAMILTON ESTATES NO. 3", thence South 73° 35' 47" East 117.44 feet to a 5/8-inch iron rebar; thence South 71° 46' 24" East 48.02 feet to a 5/8-inch iron rebar; thence South 73° 35' 47" East 803.00 feet to a 5/8-inch iron rebar; thence South 16° 24' 13" West 106.98 feet to a 5/8-inch iron rebar; thence South 00° 19' 31" West 48.32 feet to a 5/8-inch iron rebar; thence South 16° 24' 13" West 107.25 feet to the initial point.

Said parcel containing 9.3790 acres more or less.

I hereby certify that the accompanying plat accurately depicts the above described tract, is drawn to scale and all points are monumented in accordance with Oregon Survey Law.

Leonard A. Ryder
Certification Date: 15 December 2006

DECLARATION:

KNOW ALL MEN BY THESE PRESENTS that I, Joseph W. Green, being the owner of the land represented on the attached plat and more particularly described in the Surveyor's Certificate hereto made, do hereby make, establish and declare that this subdivision plat is a true and correct map and plat thereof, all streets, lots, blocks and easements being of the dimensions shown, and I hereby convey all common improvements to the City of Lafayette, and I hereby grant all easement shown or noted on said plat for the purposes shown and noted hereon.

IN WITNESS WHEREOF I have set my hand.

Joseph W. Green

ACKNOWLEDGEMENT

State of Oregon
County of Yamhill

On this day personally appeared before me Joseph W. Green, who being duly sworn, did say that he is the owner of the land described in the Surveyor's Certificate, and acknowledged that his signature to the foregoing instrument to be his voluntary act and deed.

IN WITNESS WHEREOF I have set my hand this 5th day of January, 2007.

Ludwig Zimmermann, Commissioner of Oaths

Signature of Notary Printed Name of Notary

NOTARY PUBLIC OREGON

COMMISSION NO. J98860C MY COMMISSION EXPIRES JANUARY 14, 2010

CONSENT AFFIDAVIT:

A Subdivision Plat Consent Affidavit from Premier West Bank, has been recorded by Instrument No. 200303933, Yamhill County Deed Records.

I hereby certify that this tracing is an exact copy of the original plat of "GREEN HIGHLANDS".

Leonard A. Ryder, P.L.S. 1437

Yamhill County Clerk Stamp

OFTC81, YAMHILL COUNTY RECORDS

JON COLEMAN, COUNTY CLERK

200303934

$65.00

THIS SUBDIVISION PLAT WAS PREPARED USING HP INK PRODUCT NO. CB444A ON MILANO (FORMERLY CONTINENTAL) NO. JPC–462 POLYESTER FILM

Sheet 3 of 3