COVENANTS CONDITIONS AND RESTRICTIONS
FOR
VINEYARD ESTATES

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR Vineyard Estates, a subdivision in the City of Dundee, Yamhill County, Oregon (herein known as the "Declaration") is hereby made and executed this 19 day of July, 2007, by Austin Homes Incorporated (herein known as the “Declarant”) who constitutes and is the sole owner of real property more particularly described on attached Exhibit "A";

RECITALS:

WHEREAS, the undersigned Owner desires to create specific covenants conditions, and restrictions contained herein for the benefit of all of the parcels set forth on attached Exhibit "A" and any modifications thereto and their present and subsequent Owners. The undersigned owner does hereby state that subsequent to the date of execution hereof, a subdivision plat known as Vineyard Estates consisting of twenty two (22) residential lots will be recorded associated with the said real property with a copy of the subdivision plat attached hereto as Exhibit “B” with the entire subdivision plat herein known as “affected property”).

SECTION 1 - DEFINITIONS.

The following words and terms, when used in this Declaration, and supplemental Declarations or any changes, amendments, or modifications hereto, shall have the following meanings:

1.1 "Lot or Parcel" shall mean and refer to any of the existing parcels or any modifications thereto which are contained within the affected property.

1.2 "Owner" shall mean and refer to the Owner of record, whether one or more persons or entities, of an interest in and to any of the parcels within the affected property.

1.3 "Street" shall mean and refer to any street, alley, public way, highway, cul-de-sac, or other

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thoroughfare providing a means of access and shown on any map associated with the affected property.

1.4 "House" shall mean and refer to a private dwelling intended for use and occupancy by not more than one family, having complete living facilities and constituting one dwelling unit. This term shall also include and refer to an attached garage.

1.5 "Mortgagee" shall mean the holder of a mortgage on any portion of the said affected property and shall have the meaning set forth in ORS 86.010, et. seq. and shall include beneficiaries of deeds of trust.

1.6 "Declarant" shall mean Austin Homes Incorporated its Corporate Officers and its successors or assignees.

SECTION 2 - COMMON SCHEME RESTRICTIONS.

The following restrictions are hereby imposed as a common scheme upon each parcel within the affected property for the benefit of every other parcel within the affected property and may be enforced by any Owner.

2.1 All Lots in Vineyard Estates shall be for single family residential use only. Any permanent multi-family communal or group use is prohibited.

2.2 No large animals, livestock, or poultry of any kind shall be raised, kept or permitted upon any Lot or in any part of the affected property. Any permitted domestic type animals (such as dogs, cats, etc.) which are kept in the affected property must not create any type of nuisance or noxious activity (including excessive noise).

2.2.1 No animals shall be allowed to become a nuisance to any resident within the affected area.

2.2.2 All animals permitted under this subsection shall not be kept, bred, or raised for commercial purposes or be maintained in unreasonable numbers.

2.3 No Lot in any area in or part of the affected property shall be used for the purpose of exploring for, taking there from, or the production of gas, oil or any other hydrocarbon or mineral substance.

2.4 No noxious or offensive activity shall be permitted upon any Lot or in any area or part of the affected property, nor shall anything be done or maintained thereon that may be or become an annoyance or nuisance to any Owner or detract from the value of the affected property as a high-class residential neighborhood.

2.5 No personal property such as a trailer, recreational vehicle, boat, camper unit, farm
equipment, or tent shall be placed, stored or parked on any Lot, or in any part of the affected property unless it is stored so that it must be sufficiently screened, as approved by the Architectural Review Committee, from public view. Above said vehicles, when belonging to the Owner of a house, may park temporarily in the driveway or on the public street adjacent to the Owners’ house, for a period not to exceed seventy-two (72) hours in any thirty (30) day period, provided that such parking is in conformity with any applicable municipal ordinances and regulations.

2.6 Each Lot shall provide adequate room for the parking of private vehicles, and said private vehicles shall not be allowed to be parked in any portion of the said property so that they become a sight nuisance from any portion of the street which acts as an access to the entire affected property. No owner shall permit any vehicle which is inoperable to remain parked upon any Lot or open space or upon any street for a period in excess of forty eight (48) hours.

2.7 No television antennas or radio aerials shall be permitted upon any Lot, House, or any part of or area of the affected property. Small size satellite receivers and dishes shall be permitted on a Lot, House, or any part of or area in the affected property only if such are screened from view of any street and are not placed on the roof of any structure. All utilities shall be installed underground. Clothes lines shall be screened so as to not to be viewed from any Street or house.

2.8 No Lot, or area in or part of the affected property shall be used or maintained as a dumping site or depository for rubbish, refuse, trash, garbage, or any other form or type of waste. Any such waste is be stored in a location which is not visible from any Street within the affected property in a suitable and sanitary container until such waste is picked up or removed. Any containers or other equipment for the storage or disposal of such waste shall be maintained and operated in a safe and sanitary manner and shall not cause or be a form of nuisance to any resident in the affected property. Trimmings, cuttings and like debris may be composted on any Lot provided they are maintained in a singular enclosed location not visible from any Street and so as not to become an annoyance or nuisance to any other resident in the affected property.

2.9 No sign or other advertising device shall be erected or constructed upon or placed within or on any Lot or house in any area or part of the affected property except for garage sale signs, political signs, and one (1) sign not larger than eighteen (18) inches by twenty-four (24) inches advertising such House for sale or rent. The Declarant or its designee may maintain and place signs for purposes of marketing the said subdivision that are excluded from these said restrictions.

2.10 No Owner, invitee, or licensee shall allow any activity to occur which will cause a level of noise to be offensive or disruptive to any one else within the affected property.

2.11 No structure of a temporary character or nature such as trailer, tent, shack, garage, barn, or other outbuilding shall be used on any Lot, at any time, as a residence either temporarily or permanently. Declarant or its designee reserves the right to locate a temporary construction office within the subdivision while the subdivision and homes are being constructed.
2.12 During the period of time through and including two (2) years from the date of recording of the subdivision plat, the construction of all fences, retaining walls, and other structures (including swimming pools, greenhouses, storage sheds, etc.) must be approved by the Declarant or its designee. A detail plan of the proposed construction including the shape, colors, height, type of materials, proposed location on the Lot, and location must be provided to the Declarant or its designee for review and approval prior to commencing any construction, and at least ten (10) days prior to application for any building permit. Approval of the proposed construction is at the discretion of the Declarant or its designee, as the Declarant or its designee shall consider quality of the specified material, harmony with existing and planned structures and location with respect to topography and finished grade elevation of the Lot and of the other Lots in the subdivision.

2.12.1 No fence, either sight or non-sight obscuring, in excess of three (3) feet in height may be located between the building line and the front yard sidewalk, and in the case of a corner lot, the building line and the sidewalk abutting the side yard. The maximum height of any fence located on the remainder of the Lot shall be six (6) feet and must be constructed of cedar and be a “good neighbor” construction type with similar material and style to other fences existing within the subdivision at the time that construction is commenced by the said applicant.

2.13 No trade, craft, business, profession, commercial, or similar type activity of any kind or nature shall be conducted on any Lot, except for (a) one-room home offices which are not designated by exterior signs and do not create additional vehicle traffic, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, craft, business, profession, commercial, or similar type activity be kept or stored on any Lot, excepting the right of any homebuilder, contractor, and the Declarant or Declarant’s affiliates or Declarant’s designee, to construct the infrastructure of the subdivision and residences on the said Lots, and to store construction equipment and materials on said Lots in the normal course of construction of said infrastructure, residences, and/or models homes for the purposes of sales in said phases. Furthermore, during the course of construction of a dwelling, the Owner and/or his contractor shall be authorized to store construction materials and equipment on the said Lot in the normal course of construction, subject to the provisions of Section 3.2.3.

SECTION 3 - BUILDING STANDARDS

3.1 No lot shall be used except for residential purposes as a single family dwelling. There are no mobile homes or manufactured homes allowed whatsoever in any portion of the affected property. No building shall be constructed on any Lot other than one single family dwelling not to exceed 2 ½ stories (garage/daylight basement is considered ½ story) in height and an attached private garage of sufficient size to store a minimum of two (2) vehicles. All houses shall be constructed to a minimum of 2,400 sq. ft. excluding the garage area and open porches. No variation of minimum house square footage shall be allowed unless approved in writing by the
Declarant or its designee. All houses shall be constructed with all roofing material consisting of architectural composition or better (i.e. no 3-tab roofing is allowed), cedar shake, cedar shingle or tile. Above said roofing colors to be the same as or harmonious with the other houses in the affected property.

3.1.2 Architectural details on any house shall be consistent on all exterior elevation. This includes but is not limited too, window trim, combinations of siding materials, fascia, eves, trim boards and gable end treatments. All houses shall have an architectural style that is complementary to the other houses in the affected property.

3.2 Completion of construction of any dwelling including exterior decoration shall occur within eight (8) months from the date of commencement of the said construction. During this construction period of time, the following shall occur:

3.2.1 All Lots shall be kept in a neat and orderly condition free of brush, vines, weeds, and other debris.

3.2.2 All grass on the Lot shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

3.2.3 All contractors and builders shall keep their job site orderly and in clean condition and shall periodically, during the course of construction, remove all construction waste materials. In the event of hardship due to inclement weather conditions, this provision may be extended by the Declarant or its designee for a reasonable period of time.

3.3 Landscaping. Prior to the occupancy of the house on a specific Lot, the front yard of the Lot upon which said house has been erected or constructed shall be fully and completely landscaped as to the planting of cultivated grass lawns. Within six (6) months from the date of occupancy, landscaping associated with the back and side yards of the said Lot must be completed. Owners are strongly encouraged to use sod for the plantings of lawns. At all times after substantial completion of the construction of a House on a Lot in the affected area and before the installation of landscaping, all yards shall be maintained so as not to be offensive in appearance nor cause or present any sort or form of hazardous or dangerous condition.

3.3.1 Watering, trimming, and all maintenance associated with street trees which are planted along certain streets of the subdivision are the responsibility of the owner of the Lot which is contiguous to the said trees.

3.4 Setbacks from Property Lines. Minimum setbacks on all Lots in the affected property shall be governed by the applicable City of Dundee development ordinances.

SECTION 4 - EASEMENTS.

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4.1 Ingress/egress, right of way, public and private utilities, drainage, storm drainage, water, sewer and sidewalk easements are set forth on the recorded plat of Vineyard Estates.

4.2 Maintenance of the private storm drain lines that serve and benefit Lots 4, 10-13, and maintenance of the private storm drain lines and/or private sewer lines that serve and benefit Lots 16-22, shall be the responsibility of the Lot Owners that are served by and benefit from these private utilities and their associated easements. Responsibility for routine maintenance and for repair and replacement due to failure shall fall equally on all Lot Owners who benefit from said private utilities. If repair or replacement is necessary due to the actions or negligents of a Lot Owner(s), or those acting on behalf of a Lot Owner(s), then the responsibility for said repairs shall lie with that Lot Owner(s). All Lot Owners, their agents or contractors, shall have the right to enter the easements on other Lots for purposes of inspection, maintenance or repair of the private storm lines and sewer lines that service their property. In the event that a Lot Owner, their agent or contractor does enter an easement on another Lot, then that Lot Owner shall restore the surface area of the easement to a condition that is similar (to the extent possible) to the area before entering. No large growing trees or permanent structure shall be installed within the easements.

SECTION 5 - MAINTENANCE OF LOTS

5.1 Each Owner of any Lot in the affected property shall maintain the condition of said Lot and any improvements thereon including, without limitation, any House, building, fencing, structure, landscaping, sidewalks, driveways, trees, shrubs, or other vegetation thereon in a reasonably clean, neat, attractive and visually pleasing manner so as to not detract from the affected property being a high-class residential neighborhood.

5.2 The Architectural Review Committee (ARC) shall have the right to, upon thirty (30) days written notice and having received no response from the Owner of any lot who fails to comply with the standards and provisions for maintenance, and having knowledge that said Owner has in fact received such notice, enter, or direct others to enter onto said lot to accomplish such maintenance to landscaping as is reasonably necessary to effectuate compliance with standards for landscaping maintenance. Costs incurred for such repairs or work shall be paid immediately by non-complying Owner after presentation of a Billing.

SECTION 6 – ARCHITECTURAL REVIEW COMMITTEE.

6.1 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 ARC. It is the intent and purpose of this Declaration to assure quality of workmanship and
materials and to assure harmony of exterior design with the existing improvements and landscaping. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Lot Owners. The procedure and specific requirements for review and approval of construction may be set forth in design guidelines adopted from time to time by the ARC. Construction by the Declarant is presumed to have been approved and is thereby exempt from the review. In all cases which the ARC consent is required by this Declaration, the Provision of this Article shall apply.

6.2 The ARC shall consist of no fewer than three (3) members and no more than five (5) members. The Declarant reserves the right to appoint and remove all members of the ARC and all replacements thereto until turnover. The Declarant may appoint a single person to serve as the ARC. Turnover shall occur at such time as the Declarant has sold 90% of the total Lots of the affected property. After turnover, Declarant shall delegate the right to appoint and remove members of the ARC to the Lot Owners. The terms of office for each member of the ARC shall be for two (2) years. Members may serve for two (2) consecutive terms. After turnover, members may be appointed and removed from the ARC by a majority vote of the Lot Owners, with the Owners of each lot allowed to cast a single vote. A vote of the Lot Owners for the purposes of adding or replacing members of the ARC shall occur every two years following turnover. A special vote of the Lot Owners for the purposes of adding, replacing or removing (a) members of the ARC, may be called when no fewer than the Owners of six (6) lots have signed a request for an ARC membership election. All ARC membership elections shall take place thirty (30) days after written notice has been made to the Lot Owners of the coming vote. All ARC membership elections shall be held at a meeting of the Lot Owners, by signed proxy, or both.

6.3 Except as otherwise provided in this Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining members of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

6.4 The ARC shall consider and act upon the proposals and/or plans submitted pursuant to this Article. The ARC, from time to time and at its sole discretion, may adopt architectural rules, regulations, and guidelines ("Architectural Standards"). The Architectural Standards shall interpret and implement the provisions of this Declaration for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used in the Property; provided, however that the Architectural Standards shall not be in derogation of the minimum standards established by this Declaration.

6.5 The ARC shall render its approval or denial decision with respect to the construction proposal within twenty (20) working days after it has received all material required by it with respect to the application. All decisions shall be in writing. In the event that ARC fails to render its decision of approval or denial in writing within sixty (60) day or receiving all material required by it with respect to the proposal, the application shall be deemed approved. Approval
by the ARC does not imply government approval which is solely the responsibility of the Owner.

6.6 The ARC may, at its sole discretion, withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for the Property. Consideration such as sitting or location on the Lot, shape, size, color, design, height, solar access, or other effect on the enjoyment of other Lot Owners, and any other factors which the ARC reasonably believe to be relevant, may be taken into consideration by the ARC in determining whether or not to consent to any proposed work.

6.7 Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing the ARC’s right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

6.8 At any time after Declarant has delegated appointment of the members of the ARC to the Lot Owners pursuant to Article 6.2, any Owner adversely impacted by action of the ARC may appeal such action to the ARC. Appeals shall be made in writing within ten (10) days of the ARC’s action and shall contain specific objections or mitigating circumstances justifying the appeal. The appeal shall be treated as a request for a rehearing, but in such case the ARC must actually meet and receive evidence and argument. A final conclusive decision shall be made by the ARC within fifteen (15) days after receipt of such notification. The determination of the ARC shall be final.

6.9 The ARC’s consent to any proposed work shall automatically be revoked six (6) months after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the ARC.

6.10 The ARC shall inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformance with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of any noncompliance and shall require the Owner to take the necessary action, in a diligent manner, to bring the work into compliance with the approved project.

6.11 If the ARC determines that an Owner has not constructed an improvement consistent with the specifications on which approval is based, and if the Owner fails to diligently commence to remedy such noncompliance in accordance with the provisions of the notice of noncompliance, the ARC shall provide a notice of a hearing to consider the Owner’s continuing noncompliance. The hearing shall be set no more than thirty (30) days from the date of the notice of noncompliance. At the hearing, if the ARC finds that there is non valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of correcting it. The ARC shall then require the Owner to remedy or remove the same within a period of not more than ten (10) days from the date of the ARC’s Determination. If the Owner does not comply with the ARC’s
ruling within such period or within any extension of such period as the ARC, at its discretion, may (a) remove the non complying improvement, (b) remedy the noncompliance, or (c) file suit against Owner and his Lot, including all attorney’s fees and other costs expended and incurred to enforce compliance before suit or action is filed and at trial or on any appeal or review of there from.

6.12 Neither the ARC, their agents, nor any member thereof shall be liable to any Owner, Occupant, or builder for any damage, lost or prejudice suffered or claimed to be suffered arising from any action by the ARC or a member thereof or failure of the ARC or a member thereof, provided only that the member has acted in good faith in accordance with the actual knowledge possessed by him.

SECTION 7 - AMENDMENTS OR MODIFICATIONS.

7.1 This Declaration may be amended or modified by an instrument signed by not less than sixty-five percent (65%) of the then Owners of Lots in the affected property.

7.2 Any and all amendments or modifications to this Declaration must be in writing and shall be recorded as an amendment or modification to this Declaration in the official and public records of Yamhill County, Oregon.

7.3 No change to the maintenance provisions for private utility easements (sec. 4.2), or termination of this Declaration that would eliminate the continuation of said private utility maintenance provisions, shall be allowed without the written consent of the Dundee City Council.

SECTION 8 - DURATION OF THESE CCR’S.

8.1 The covenants, conditions and restrictions of this Declaration and any and all amendments and modifications hereto shall run with and bind the land and inure to the benefit of any and all Owners of Lots in the affected property, their legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this original Declaration is recorded in the official and public records of Yamhill County, Oregon. After such date, the original Declaration and any and all amendments and modifications hereto shall be automatically extended and renewed for successive periods of ten (10) years unless and until an instrument terminating the Declaration and any amendments thereto signed by the then Owners of sixty-five percent (65%) of the Lots has been executed and recorded in the official records of Yamhill County, Oregon prior to the commencement of any ten (10) year period.
SECTION 9 - MISCELLANEOUS OTHER PROVISIONS.

9.1 In constructing this Declaration, or any part hereof, stipulations that are necessary to make this Declaration or any of its terms or provisions reasonable are hereby implied. Invalidity of any of the provisions of this Declaration shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

9.2 Any provision of this Declaration and any amendments thereto shall bind and inure to the benefit of and be enforceable by the Owner or Owners of any Lot or Lots, their legal representatives, successor's heirs and assigns under any type of legal or equitable relief. Failure by the Owner or Owners of any Lot or Lots, their legal representatives, successors, heirs or assigns to enforce any condition, charge or restriction of this Declaration shall in no event be deemed a waiver of the right to do so. In case any suit or action is required to be filed to enforce any term or provision hereof, the non-prevailing party is required to pay the prevailing party's costs and attorney fees incurred in enforcement, both at trial and on appeal.

9.3 By the recording of this Declaration, each Owner shall be deemed to have consented and agreed to every term, condition, covenant and restriction contained herein.

9.4 Vehicle access to Lot 1 is prohibited from Alder Street. Driveway placement on lot 22 from Alder Street must be on the south half of Lot.

9.5 Mortgage Protection.

9.5.1 Except upon the approval of Mortgagees holding Mortgages of Lots which have at least sixty-five percent (65%) of the votes of Lots which are subject to Mortgages, no amendments may be made to this Declaration which add to or amend any material provision of the Declaration which establish, provide for, govern or regulate any of the following:

9.5.2 Termination of this Declaration or any amendment thereto shall require the consent of not less than sixty-five percent (65%) of the Mortgagees holding an interest in Lots. Any such Termination of this Declaration shall be carried out by the Owners pursuant to the provisions of the Declaration, and only after a vote of the Owners as required by this Declaration.

9.5.3 Any Mortgagee who receives a written request to approve an amendment to the Declaration or any other action to be taken shall be deemed to have given such approval unless such Mortgagees written objection to such action is delivered to the Owners within thirty (30) days after the date of the written request.

9.6 Default by an Owner of any Obligation of the said Owner.

9.6.1 Failure by an Owner to cure any breach of the terms and conditions of these CCR's shall
be a default by such Owner of his or her obligations pursuant to these CCR's. In case any Owner (including the Declarant) thereof is required to retain the services of an attorney to enforce any term or condition of these said CCR's, the non-prevailing party is liable for the payment of attorney fees and costs incurred by the prevailing party, both at trial and on appeal.

9.7 Any notice under this Declaration and any amendment thereto shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the specific Owner at the mailing address of the Owner.

9.8 As used hereunder, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine, and neuter as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration and any amendments thereto.

9.9 If any term or provision hereof is determined to be invalid, that invalidity has no effect upon the remaining terms and provisions hereof.

9.10 Any decisions required by the Declarant or its designee must be in writing setting forth the action taken in order to be enforceable.

9.11 Failure by the Declarant and/or its designee to require performance by any other party of any of the provisions hereof shall in no way affect the Declarant's and/or its designee's rights hereunder to enforce the same, nor shall any waiver of the Declarant and/or its designee of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this non-waiver clause.

9.12 So long as the Declarant and/or its designees and/or its assigns have acted in good faith based upon actual knowledge possessed by the Declarant and/or designees and/or its assigns, neither the Declarant (including any officer and/or member) and/or its designees or assigns, to the fullest extent possible, shall be liable to any owner, occupant, contractor, builder, or any others for any damages, losses, or prejudice incurred, suffered, or claimed on account of any action or failure to act by the Declarant and/or its designees and/or its assigns.

This said Declaration has been executed by at least 65% of the Owners as required in the original DECLARATION.

Faber Austin, President
Austin Homes Inc.

Owner of 22 out of 22 Lots.
EXHIBIT "A"

VINEYARD ESTATES SUBDIVISION, City of Dundee, Yamhill County, Oregon
A Replat of Parcels 1 and 2, Partition Plat No. 2001-28, and a portion of Lot 18.
"DUNDEE ORCHARD HOMES NO. 1," in the Jacob Schuck DLC No. 57, in the
Northeast One-Quarter of Section 26, Township 3 South, Range 3 West of the
Willamette Meridian, City of Dundee, Yamhill County, Oregon

STATE OF OREGON,
County of Yamhill } ss.
On 7/19/07, before me personally appeared Faber Austin,
whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was
executed freely and voluntarily.

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

[Seal]

D BARBER
NOTARY PUBLIC - OREGON
COMMISSION NO. 408645
MY COMMISSION EXPIRES MAY 31, 2010

Notary Public for Oregon
My commission expires May 31, 2010

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.
DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT AUSTIN HOMES, INC., AN OREGON CORPORATION, IS THE OWNER OF THE LAND REPRESENTED ON THE ATTACHED MAP OF "VINEYARD ESTATES," WHICH PARTICULARLY DESCRIED IN THE SURETY'S DESCRIPTIVE POSTED IN THE TOWNSHIP OFFICE OF THE TOWNSHIP OF DUNDEE, OREGON, COUNTY OF YAMHILL, STATE OF OREGON, AS CONTAINING 3000 SQUARE FEET, MORE OR LESS, IN THE SIGHTS AND STREETS, AND DOES HEREBY DEED THE SAME TO THE PUBLIC FOR PUBLIC USE FOR THE DEDICATION OF THE SIGHTS OF SAID MARK AS SHOWN ON SAID MAP.

AUSTIN HOMES, INC.

FABER AUSTIN, PRESIDENT

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBdivider THESE TRACTS OF LAND CONVEYED TO AUSTIN HOMES, INC., AN OREGON CORPORATION, BY THESE DEEDS RECORDED AS INSTRUMENT NO. 20041619 AND 20041620, YAMHILL COUNTY, OREGON. BOUNDARY DESCRIPTIONS AND SIGHTS OF WERE PLACED ON THE EQUIPMENT OF THE INFORMATION PUBLIC FOR PUBLIC USE FOR THE DEDICATION OF THE SIGHTS OF SAID MARK AS SHOWN ON SAID MAP.

YAMHILL COUNTY RECORDER STAMP

NOTES

1. BOUNDARY DESCRIPTIONS AND SIGHTS OF WERE PLACED ON THE EQUIPMENT OF THE INFORMATION PUBLIC FOR PUBLIC USE FOR THE DEDICATION OF THE SIGHTS OF SAID MARK AS SHOWN ON SAID MAP.

2. THIS SURVEY IS SUBMITTED TO THE CONSIDERATION, CONJECTURES AND RESTRICTIONS AS REQUIRED IN INSTRUMENT NO. 20041619 AND 20041620, YAMHILL COUNTY, OREGON.

3. UTILITY EASEMENT SHOWN ALONG THE STREET FRONTAGE OF ALL LOTS AND TRACTS ARE A "UTILITY EASEMENT," A "PUBLIC SEWER EASEMENT," AND A "WATERLINE, SANITARY SEWER AND STORM DRAIN EASEMENT" TO THE CITY OF DUNDEE.

YAMHILL COUNTY SURVEYOR

APPROVED THIS _______ DAY OF _______ 2007

YAMHILL COUNTY ASSESSOR

APPROVED THIS _______ DAY OF _______ 2007

CITY OF DUNDEE ENGINEER

APPROVED THIS _______ DAY OF _______ 2007

CITY OF DUNDEE RECORDER

APPROVED THIS _______ DAY OF _______ 2007

CITY APPROVALS

APPROVED THIS _______ DAY OF _______ 2007

CITY OF DUNDEE WATER

APPROVED THIS _______ DAY OF _______ 2007

CITY OF DUNDEE PLANNING COMMISSION CHAIR

APPROVED THIS _______ DAY OF _______ 2007

CITY OF DUNDEE ENGINEER

APPROVED THIS _______ DAY OF _______ 2007

CITY OF DUNDEE RECORDER

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON

DECEMBER 31, 2007

RENEWAL DATE

856 SW Hall Boulevard, Suite 232
Beaverton, Oregon 97008
Phone: (503) 488-3313
Fax: (503) 488-6933
www.srdm.com
DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT AUSTRON HOMES, INC., AN OREGON CORPORATION, IS THE OWNER OF THE LAND DESIGNATED ON THE ATTACHED MAP OF "VINEYARD ESTATES" HEREBY SUBDIVIDED AS SHOWN ON THE ATTACHED SUBDIVISION PLAT AND AS SHOWN ON THE ATTACHED MAP AS SAME MAY BE MORE FULLY AND INFORMATIONLY DESCRIPTION OF WHICH IS MORE FULLY SHOWN ON THE ATTACHED MAP. NO ALTERATIONS OF ANY KIND HAVE BEEN MADE TO THE ATTACHED MAP, AND SAME IS PROVIDED TO THE PUBLIC FOR PURCHASE AND USE, ALL STREET POINTS OF NOTE AND ALL DESCRIPTIVE INFORMATION ON THE ATTACHED MAP.

AUSTRON HOMES, INC.
FAKRAU, PRESIDENT

NARRATIVE

THE PURPOSE OF THIS SUBDIVISION IS TO SUBDIVIDE THOSE TRIACTS OF LAND CONVEYED TO AUSTRON HOMES, INC., AN OREGON CORPORATION, BY THOSE EXECUTORS AND OTHERS AS DESCRIBED IN INSTRUMENT NO. 200700686, YAMHILL COUNTY RECORDS, CITY OF DUARCE, EXCEPT AS NOTED ON THE ATTACHED MAP.

YAMHILL COUNTY CLERK RECORING STAMP

COUNTY APPROVALS

APPROVED THIS 20TH DAY OF AUGUST, 2007

YAMHILL COUNTY COMMISSIONER

PURSUANT TO ORS 595.230, ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES HAVE BEEN EITHER PAID OR BONDED AS OF THE DATE OF THIS SUBDIVISION.

COUNTY COMMISSIONER

CONSENT AFFIDAVIT

A SUBDIVISION CONSENT AFFIDAVIT BY FIRST HORIZON HOME CORP. CORPORATION AS TRUSTEES BENEFICIARY FOR INSTRUMENT NO. 200602280, YAMHILL COUNTY RECORDS, HAS BEEN FILED AND RECORDED AS INSTRUMENT NO. 200601330, YAMHILL COUNTY RECORDS.

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT

RENEWAL DATE

DECEMBER 31, 2007

1545774

NOTE:
1. BOUNDARY DETERMINATION AND LINES OF BEARINGS PER O.C.1922
2. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN INSTRUMENT NO. 200700686, YAMHILL COUNTY RECORDS.