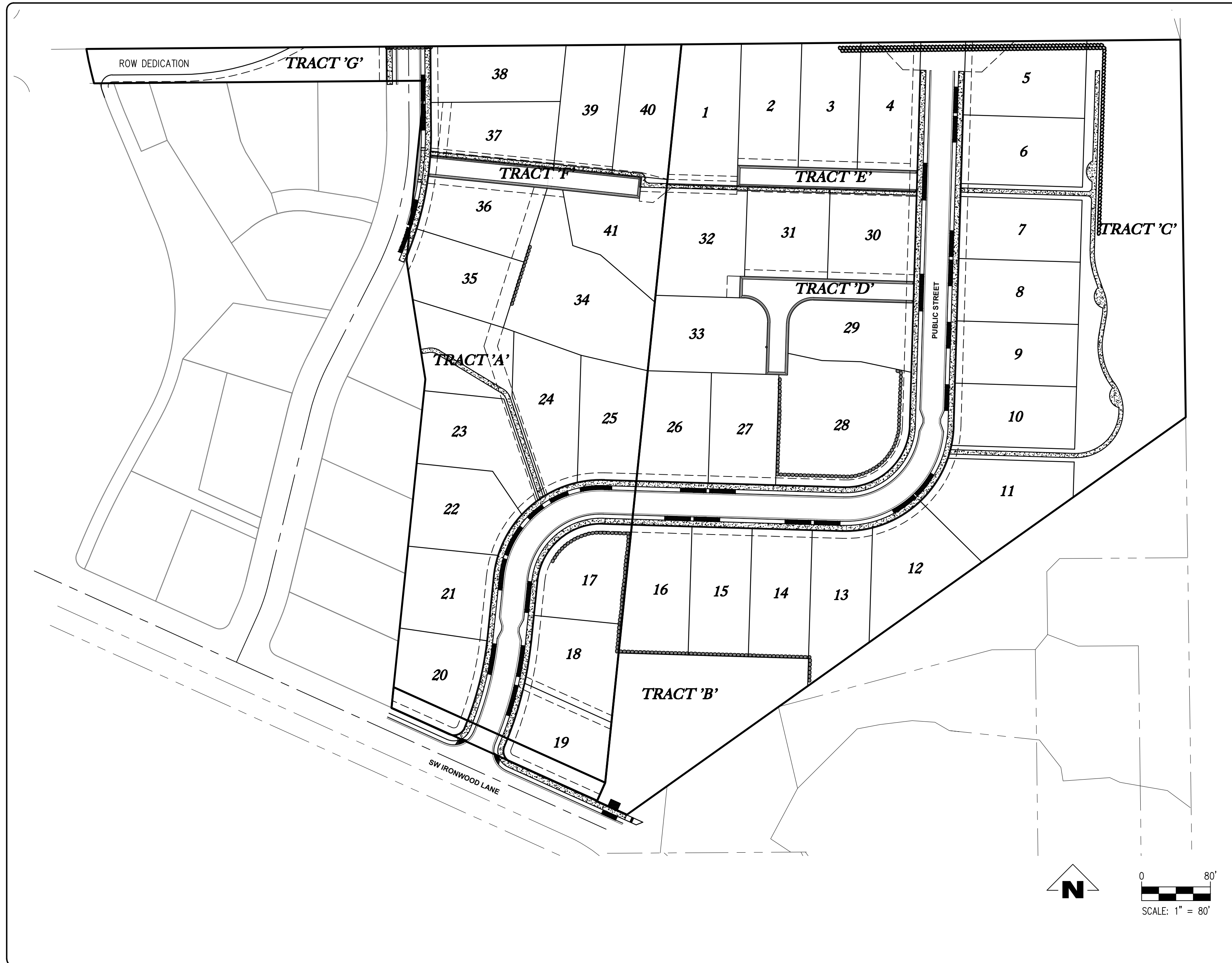
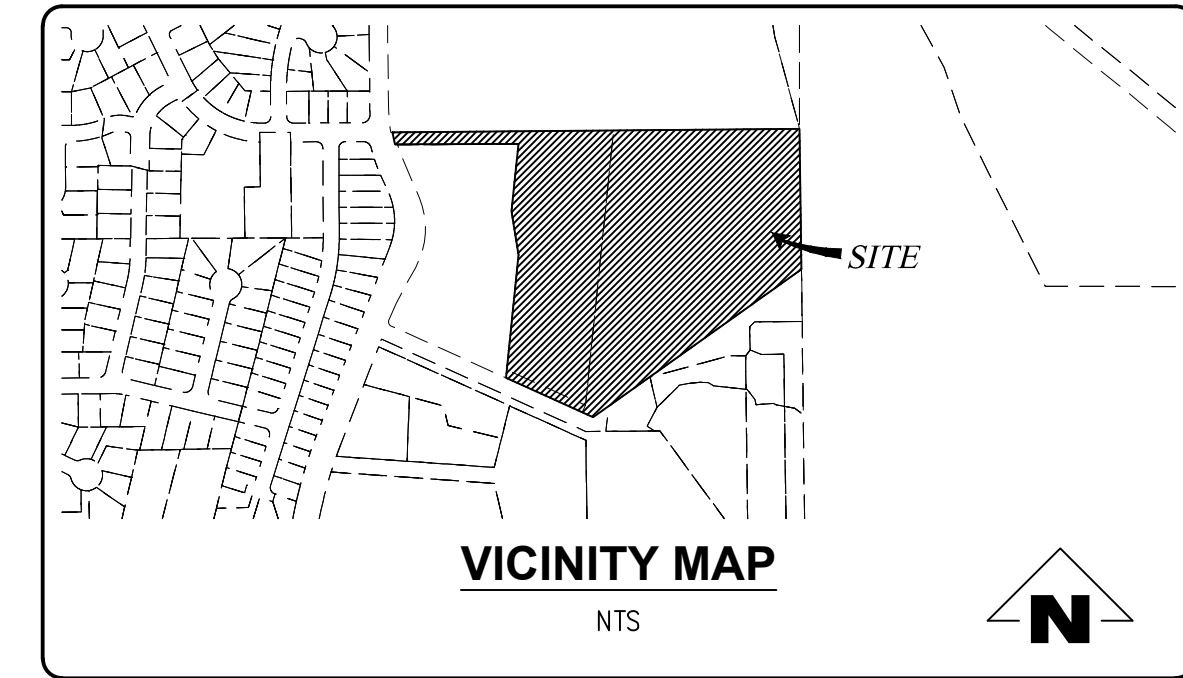


DENALI SUMMIT PUD

FINAL DEVELOPMENT SET
 TAX LOTS 100 & 200 & TRACT 'E' OF DENALI MEADOWS
 TAX MAP 2S133CB
 SHERWOOD, OREGON



LEGEND			
	BOUNDARY LINE		EXISTING SANITARY SEWER LINE
	EASEMENT		EXISTING WATER LINE
	EXISTING 2' CONTOUR LINE		EXISTING UNDERGROUND POWER LINE
	EXISTING 10' CONTOUR LINE		EXISTING GAS LINE
	EXISTING CROWN (CENTER LINE OF ROAD)		EXISTING FENCE LINE
	EXISTING TREE		PROPOSED STORM LINE
	EXISTING DOWNSPOUT		PROPOSED SANITARY LINE
	EXISTING STORM DRAIN MANHOLE		PROPOSED WATERLINE
	EXISTING SANITARY SEWER MANHOLE		PROPOSED STORM LATERAL
	EXISTING CATCH BASIN		PROPOSED SANITARY LATERAL
	EXISTING WATER METER		PROPOSED SINGLE WATER METER
	EXISTING WELL		PROPOSED DOUBLE WATER METER
	EXISTING WATER VALVE		PROPOSED STORM MANHOLE
	EXISTING FIRE HYDRANT		PROPOSED CATCH BASIN
	EXISTING TRANSFORMER		PROPOSED SANITARY MANHOLE
	EXISTING COMMUNICATION PEDESTAL		PROPOSED BLOWOFF
	EXISTING ELECTRICAL METER		PROPOSED WATER VALVE
	EXISTING JUNCTION BOX		PROPOSED 2' CONTOUR LINE
	EXISTING LIGHT		PROPOSED 10' CONTOUR LINE
	EXISTING SIGN		PROPOSED SEDIMENT FENCE
	EXISTING ROW OF TREES		TREE PROTECTION FENCE
	EXISTING STORM DRAIN LINE		

OWNERS:

JT ROTH CONSTRUCTION INC
 12600 SW 72ND #200
 PORTLAND, OR 97223
 CONTACT: TIM ROTH
 503-639-2639 | TEL

TIMOTHY M. MILLER
 23008 SW MURDOCK ROAD
 SHERWOOD, OR 97140

DENNIS A. AND PAULA B. YUZON
 23120 SW MURDOCK ROAD
 SHERWOOD, OR 97140

APPLICANT:

EMERIO DESIGN, LLC
 6445 SW FALLBROOK PL, SUITE 100
 BEAVERTON, OR 97008
 CONTACT: STEVE MILLER
 541-318-7487 | CELL

LAND USE & CIVIL ENGINEER:

EMERIO DESIGN, LLC
 6445 SW FALLBROOK PL, SUITE 100
 BEAVERTON, OR 97008
 LAND USE CONTACT: STEVE MILLER
 ENGINEER CONTACT: ERIC EVANS
 503-746-8812 | TEL

DRAWING INDEX:

- COVERSHEET
- EXISTING CONDITIONS
- PRELIMINARY PLAT
- AERIAL AND NEIGHBORHOOD CIRCULATION MAP
- UTILITY & OFF-STREET PARKING PLAN
- CLEAR VISION AREA & SIGNAGE PLAN
- GRADING PLAN
- TREE REMOVAL AND PRESERVATION PLAN

SITE INFORMATION:

SITE ADDRESS: 23120 & 23008 SW MURDOCK ROAD
 TAX MAPS: 2S 1W 33CB
 TAX LOTS: 100 & 200
 GROSS AREA: 5.27 AC (BEFORE DEDICATION)
 ZONING: VERY LOW DENSITY RESIDENTIAL

BENCH MARK INFORMATION

THE DATUM FOR THIS SURVEY IS BASED UPON WASHINGTON COUNTY BENCHMARK NO 111. ELEVATION=213.55 NGVD29 DATUM.

SURVEYOR:

EMERIO DESIGN, LLC
 6445 SW FALLBROOK PL, SUITE 100
 BEAVERTON, OR 97008
 CONTACT: DWAYNE KUFCHAK
 503-746-8812 | TEL

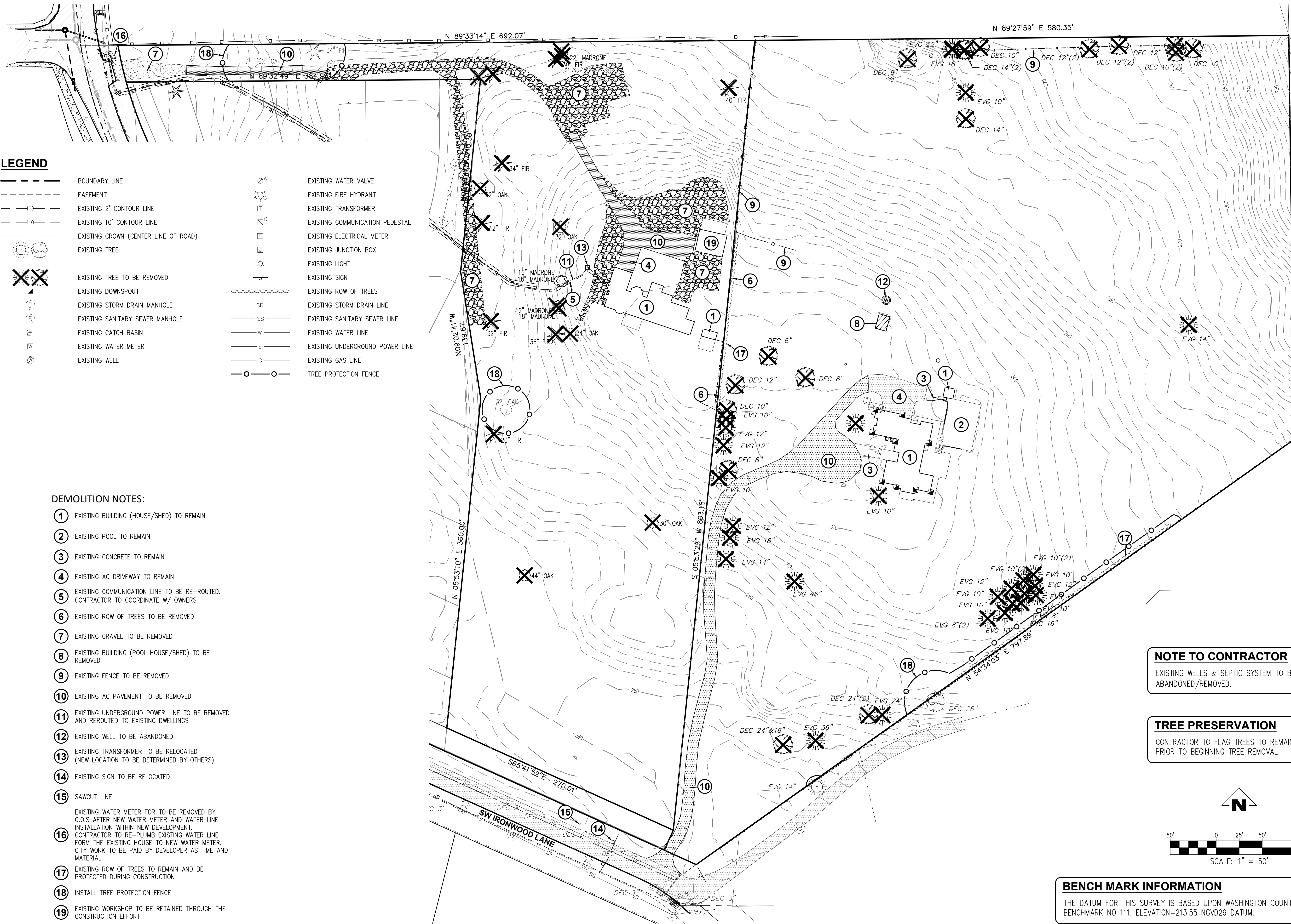
DENALI SUMMIT PUD
 FINAL DEVELOPMENT SET
 TAX MAP 2S1W 33CB
 TAX LOTS 00100 & 00200
 SHERWOOD, OREGON

COVERSHEET

NO.	DATE	DESCRIPTION



6445 SW FALLBROOK PLACE, SUITE 100
 BEAVERTON, OREGON 97008
 TEL: (503) 746-8812
 FAX: (503) 639-9592
 www.emeriodesign.com



LEGEND

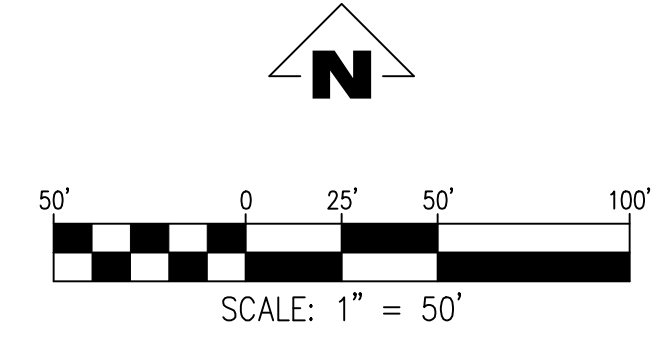
- BOUNDARY LINE
- - - EASEMENT
- 108- EXISTING 2' CONTOUR LINE
- 110- EXISTING 10' CONTOUR LINE
- - - EXISTING CROWN (CENTER LINE OF ROAD)
- ☀ EXISTING TREE
- ✕ EXISTING TREE TO BE REMOVED
- ▼ EXISTING DOWNSPOUT
- ⊙ EXISTING STORM DRAIN MANHOLE
- ⊙ EXISTING SANITARY SEWER MANHOLE
- ⊙ EXISTING CATCH BASIN
- ⊙ EXISTING WATER METER
- ⊙ EXISTING WELL
- ⊙ EXISTING WATER VALVE
- ⊙ EXISTING FIRE HYDRANT
- ⊙ EXISTING TRANSFORMER
- ⊙ EXISTING COMMUNICATION PEDESTAL
- ⊙ EXISTING ELECTRICAL METER
- ⊙ EXISTING JUNCTION BOX
- ⊙ EXISTING LIGHT
- ⊙ EXISTING SIGN
- ⊙ EXISTING ROW OF TREES
- SD EXISTING STORM DRAIN LINE
- SS EXISTING SANITARY SEWER LINE
- W EXISTING WATER LINE
- E EXISTING UNDERGROUND POWER LINE
- G EXISTING GAS LINE
- ○ ○ ○ ○ TREE PROTECTION FENCE

DEMOLITION NOTES:

- ① EXISTING BUILDING (HOUSE/SHED) TO REMAIN
- ② EXISTING POOL TO REMAIN
- ③ EXISTING CONCRETE TO REMAIN
- ④ EXISTING AC DRIVEWAY TO REMAIN
- ⑤ EXISTING COMMUNICATION LINE TO BE RE-ROUTED. CONTRACTOR TO COORDINATE W/ OWNERS.
- ⑥ EXISTING ROW OF TREES TO BE REMOVED
- ⑦ EXISTING GRAVEL TO BE REMOVED
- ⑧ EXISTING BUILDING (POOL HOUSE/SHED) TO BE REMOVED
- ⑨ EXISTING FENCE TO BE REMOVED
- ⑩ EXISTING AC PAVEMENT TO BE REMOVED
- ⑪ EXISTING UNDERGROUND POWER LINE TO BE REMOVED AND REROUTED TO EXISTING DWELLINGS
- ⑫ EXISTING WELL TO BE ABANDONED
- ⑬ EXISTING TRANSFORMER TO BE RELOCATED (NEW LOCATION TO BE DETERMINED BY OTHERS)
- ⑭ EXISTING SIGN TO BE RELOCATED
- ⑮ SAWCUT LINE
- ⑯ EXISTING WATER METER FOR TO BE REMOVED BY C.O.S AFTER NEW WATER METER AND WATER LINE INSTALLATION WITHIN NEW DEVELOPMENT. CONTRACTOR TO RE-PLUMB EXISTING WATER LINE FROM THE EXISTING HOUSE TO NEW WATER METER. CITY WORK TO BE PAID BY DEVELOPER AS TIME AND MATERIAL.
- ⑰ EXISTING ROW OF TREES TO REMAIN AND BE PROTECTED DURING CONSTRUCTION
- ⑱ INSTALL TREE PROTECTION FENCE
- ⑲ EXISTING WORKSHOP TO BE RETAINED THROUGH THE CONSTRUCTION EFFORT

NOTE TO CONTRACTOR
EXISTING WELLS & SEPTIC SYSTEM TO BE ABANDONED/REMOVED.

TREE PRESERVATION
CONTRACTOR TO FLAG TREES TO REMAIN PRIOR TO BEGINNING TREE REMOVAL



BENCH MARK INFORMATION
THE DATUM FOR THIS SURVEY IS BASED UPON WASHINGTON COUNTY BENCHMARK NO 111. ELEVATION=213.55 NGVD29 DATUM.

**DENALI SUMMIT PUD
FINAL DEVELOPMENT SET
TAX MAP 251W 33CB
TAX LOTS 00100 & 00200
SHERWOOD, OREGON**

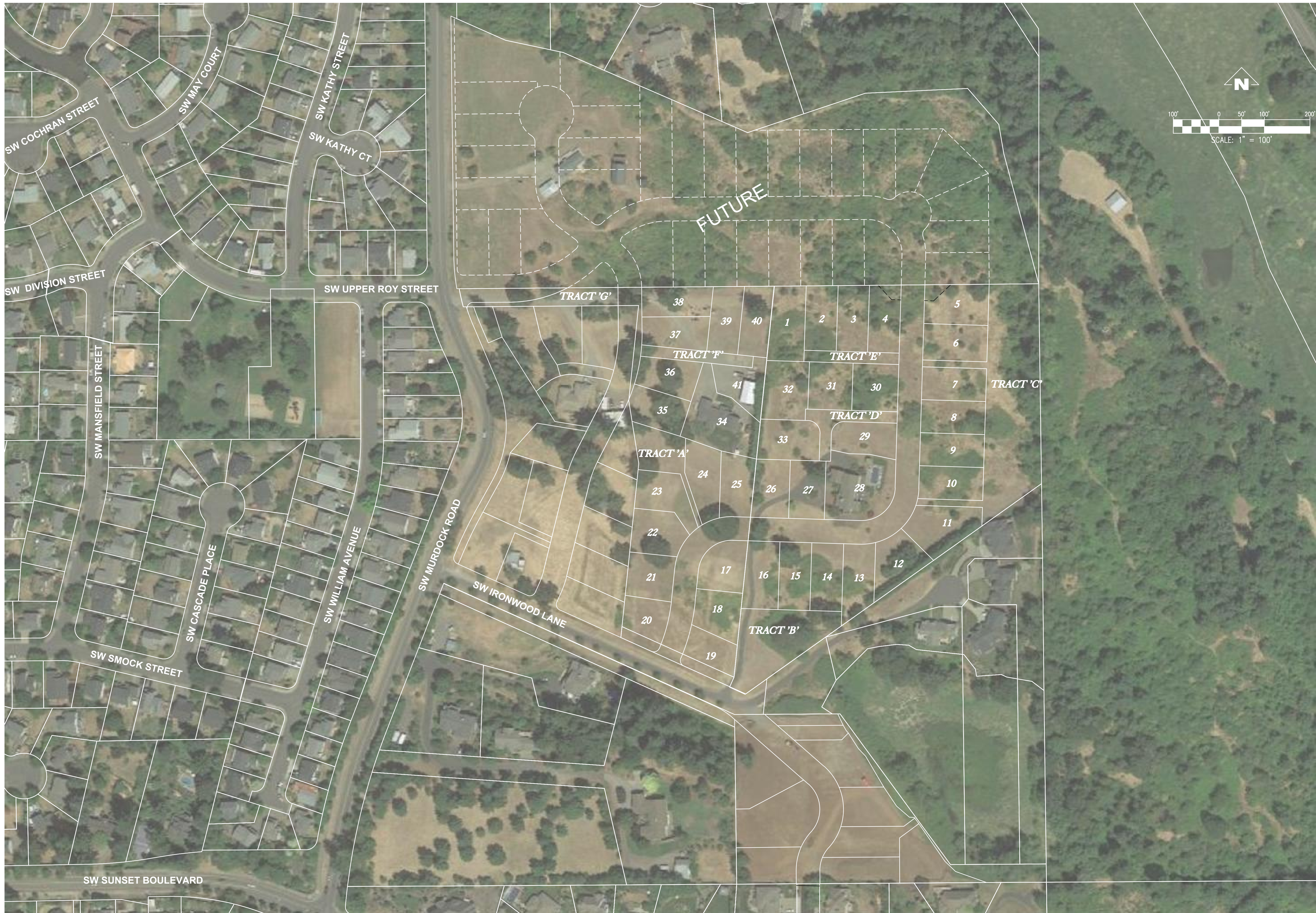
EXISTING CONDITIONS

NO.	DATE	DESCRIPTION

EMERIO
ENGINEERING • SURVEYING • DESIGN
6445 SW FALLBROOK PLACE, SUITE 100
BEAVERTON, OREGON 97008
TEL: (503) 748-8812
FAX: (503) 639-9592
www.emeriodesign.com

SHEET

2 OF **8**

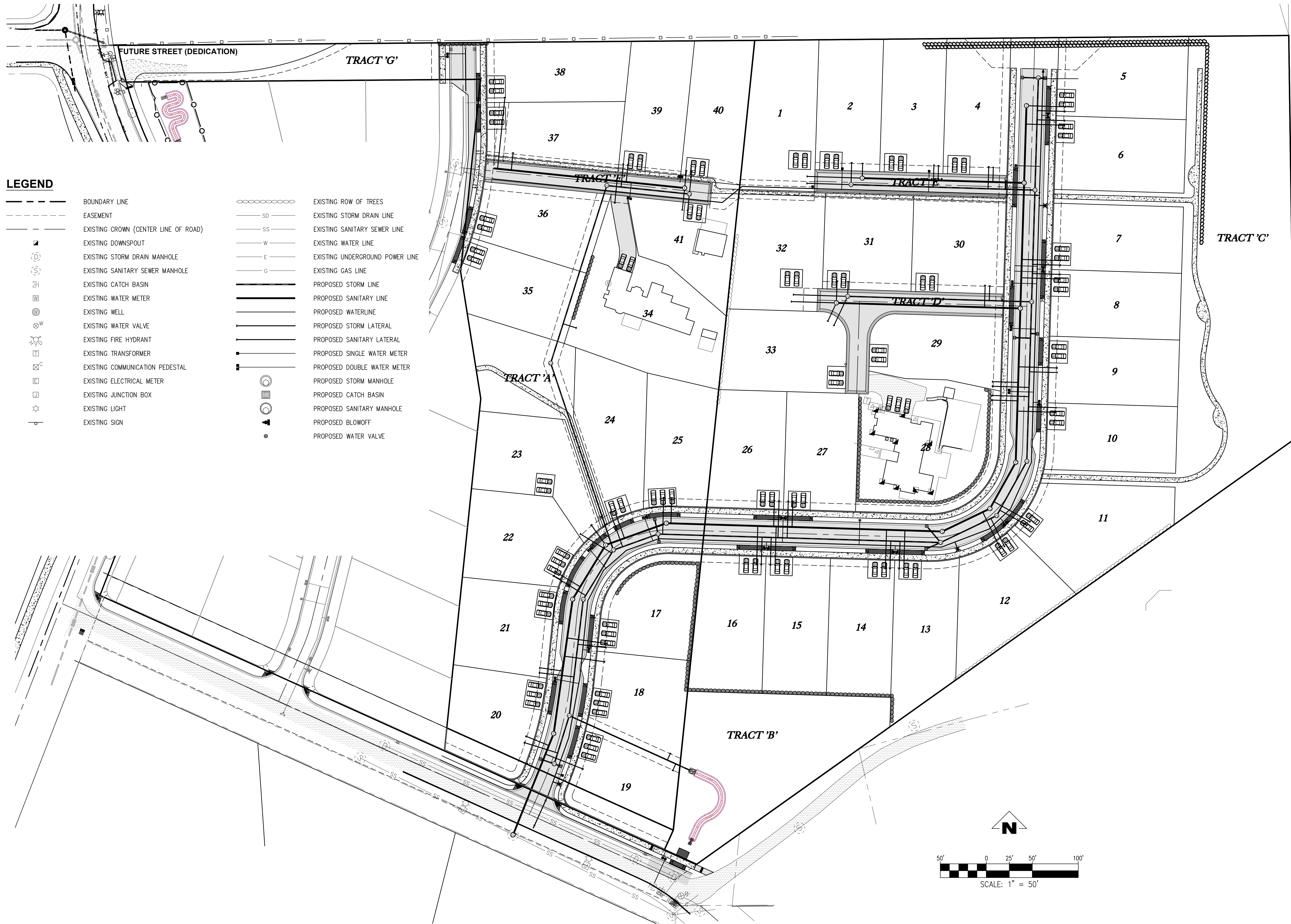


DENALI SUMMIT PUD
 FINAL DEVELOPMENT SET
 TAX MAP 2S1W 33CB
 TAX LOTS 00100 & 00200
 SHERWOOD, OREGON

**AERIAL AND
 NEIGHBORHOOD
 CIRCULATION MAP**

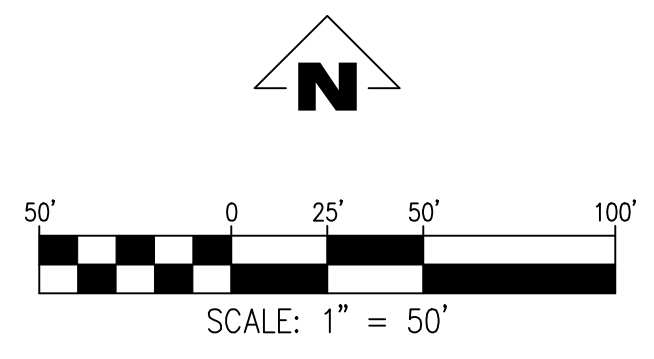
REVISIONS	
NO.	DESCRIPTION

EMERIO
 ENGINEERING • SURVEYING • DESIGN
 644 SW FALLBROOK PLACE SUITE 100
 BEAVERTON, OREGON 97008
 TEL: (503) 748-8812
 FAX: (503) 639-8592
 www.emeriodesign.com



LEGEND

- | | | | |
|---------|--------------------------------------|-------|---------------------------------|
| --- | BOUNDARY LINE | ----- | EXISTING ROW OF TREES |
| - - - - | EASEMENT | SD | EXISTING STORM DRAIN LINE |
| --- | EXISTING CROWN (CENTER LINE OF ROAD) | SS | EXISTING SANITARY SEWER LINE |
| --- | EXISTING DOWNSPOUT | W | EXISTING WATER LINE |
| ○ | EXISTING STORM DRAIN MANHOLE | E | EXISTING UNDERGROUND POWER LINE |
| ○ | EXISTING SANITARY SEWER MANHOLE | G | EXISTING GAS LINE |
| □ | EXISTING CATCH BASIN | --- | PROPOSED STORM LINE |
| □ | EXISTING WATER METER | --- | PROPOSED SANITARY LINE |
| ○ | EXISTING WELL | --- | PROPOSED WATERLINE |
| ○ | EXISTING WATER VALVE | --- | PROPOSED STORM LATERAL |
| ○ | EXISTING FIRE HYDRANT | --- | PROPOSED SANITARY LATERAL |
| □ | EXISTING TRANSFORMER | --- | PROPOSED SINGLE WATER METER |
| □ | EXISTING COMMUNICATION PEDESTAL | --- | PROPOSED DOUBLE WATER METER |
| □ | EXISTING ELECTRICAL METER | --- | PROPOSED STORM MANHOLE |
| □ | EXISTING JUNCTION BOX | --- | PROPOSED CATCH BASIN |
| ☆ | EXISTING LIGHT | --- | PROPOSED SANITARY MANHOLE |
| --- | EXISTING SIGN | --- | PROPOSED BLOWOFF |
| | | --- | PROPOSED WATER VALVE |



DENALI SUMMIT PUD
 FINAL DEVELOPMENT SET
 TAX MAP 2S1W 33CB
 TAX LOTS 00100 & 00200
 SHERWOOD, OREGON

**UTILITY & OFF-STREET
 PARKING PLAN**

REVISIONS	
NO.	DESCRIPTION

EMERIO
 ENGINEERING • SURVEYING • DESIGN
 6445 SW FALLBROOK PLACE, SUITE 100
 BEAVERTON, OREGON 97008
 TEL: (503) 748-8812
 FAX: (503) 639-9592
 www.emeriodesign.com

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DEMOLITION NOTES:

- ① CLEAR VISION AREA
- ② '20 MPH' SIGN
- ③ 'NO PARKING' SIGN
- ④ STOP SIGN
- ⑤ STREET NAME SIGN
- ⑥ SIGHT VISION EASEMENT
- ⑦ CHOKER FOR TRAFFIC CALMING

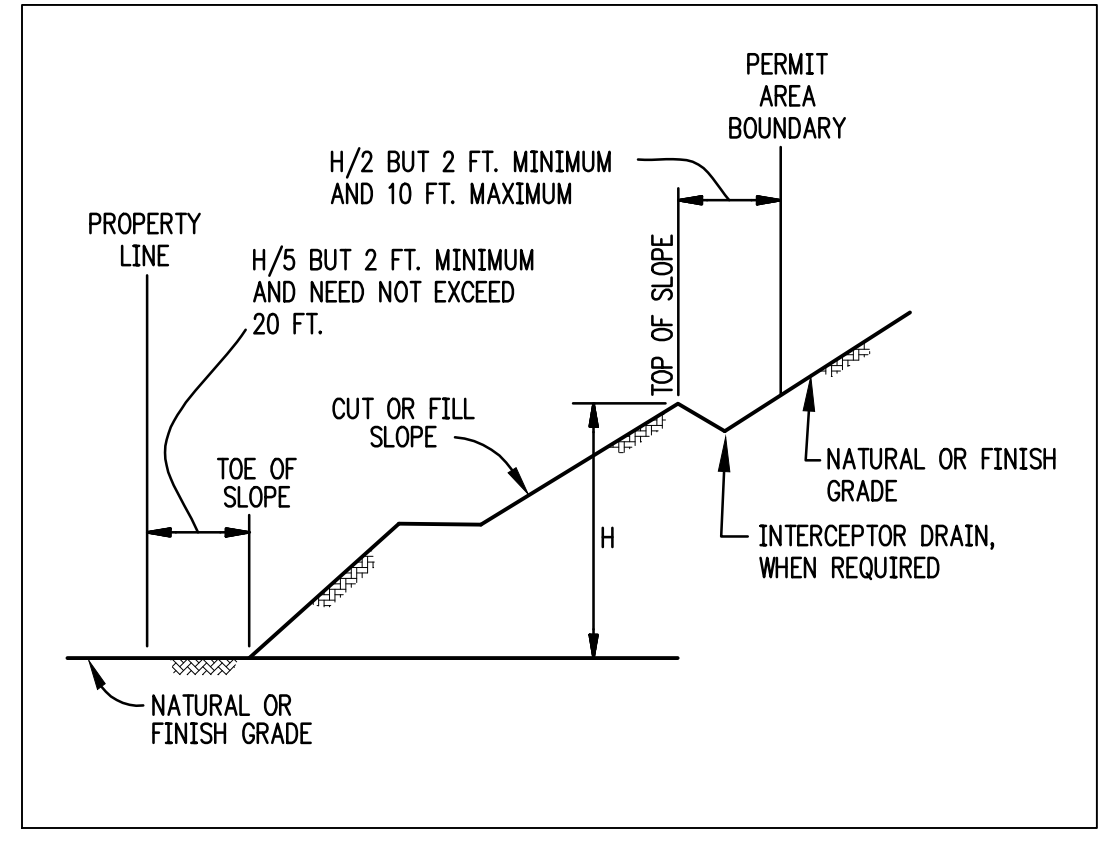
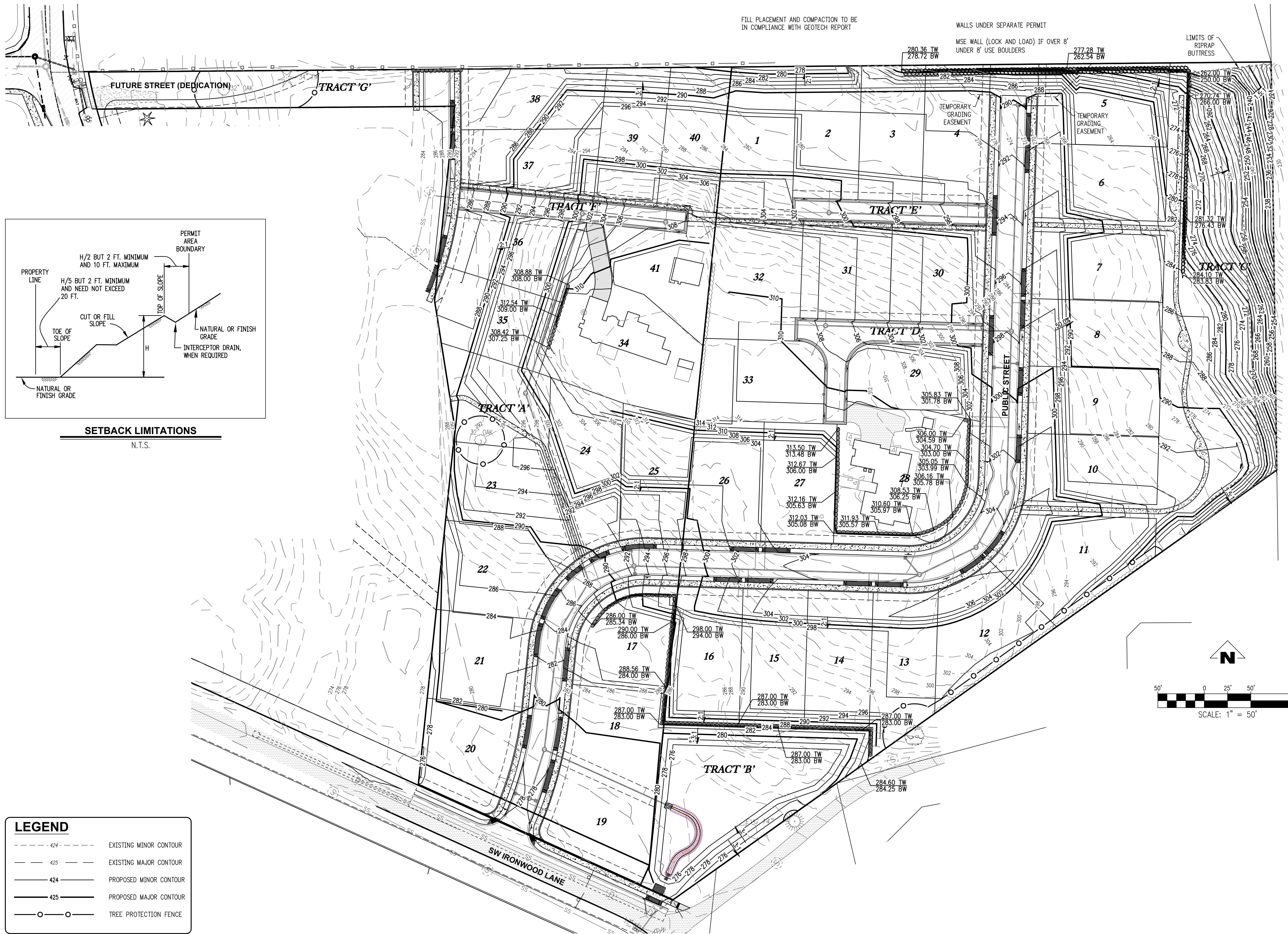
DENALI SUMMIT PUD
 FINAL DEVELOPMENT SET
 TAX MAP 2S1W 33CB
 TAX LOTS 00100 & 00200
 SHERWOOD, OREGON

CLEAR VISION AREA &
 SIGNAGE PLAN

REVISIONS	
NO.	DESCRIPTION

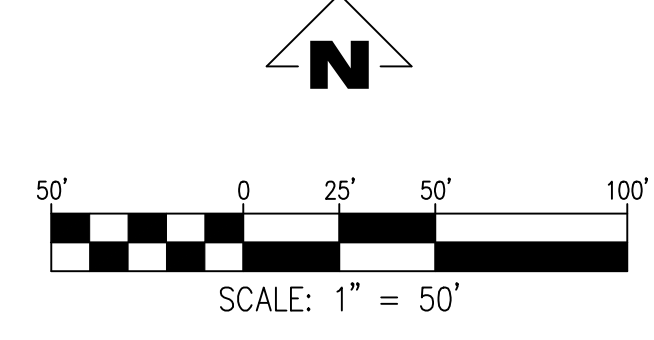
EMERIO
 ENGINEERING • SURVEYING • DESIGN
 6445 SW FALLBROOK PLACE, SUITE 100
 BEAVERTON, OREGON 97008
 TEL: (503) 748-8812
 FAX: (503) 639-8592
 www.emeriodesign.com

FILE: P:\0200-009\0200-009_06sign-fd Layout: 6_CLEAR VISION AREA & SIGNAGE PLAN, Plot Date: 3/25/2021 6:44 PM, by: Kyung Han



SETBACK LIMITATIONS
N.T.S.

LEGEND	
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	TREE PROTECTION FENCE

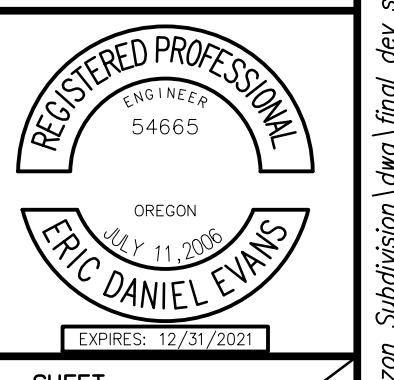


DENALI SUMMIT PUD
FINAL DEVELOPMENT SET
TAX MAP 2S1W 33CB
TAX LOTS 00100 & 00200
SHERWOOD, OREGON

GRADING PLAN

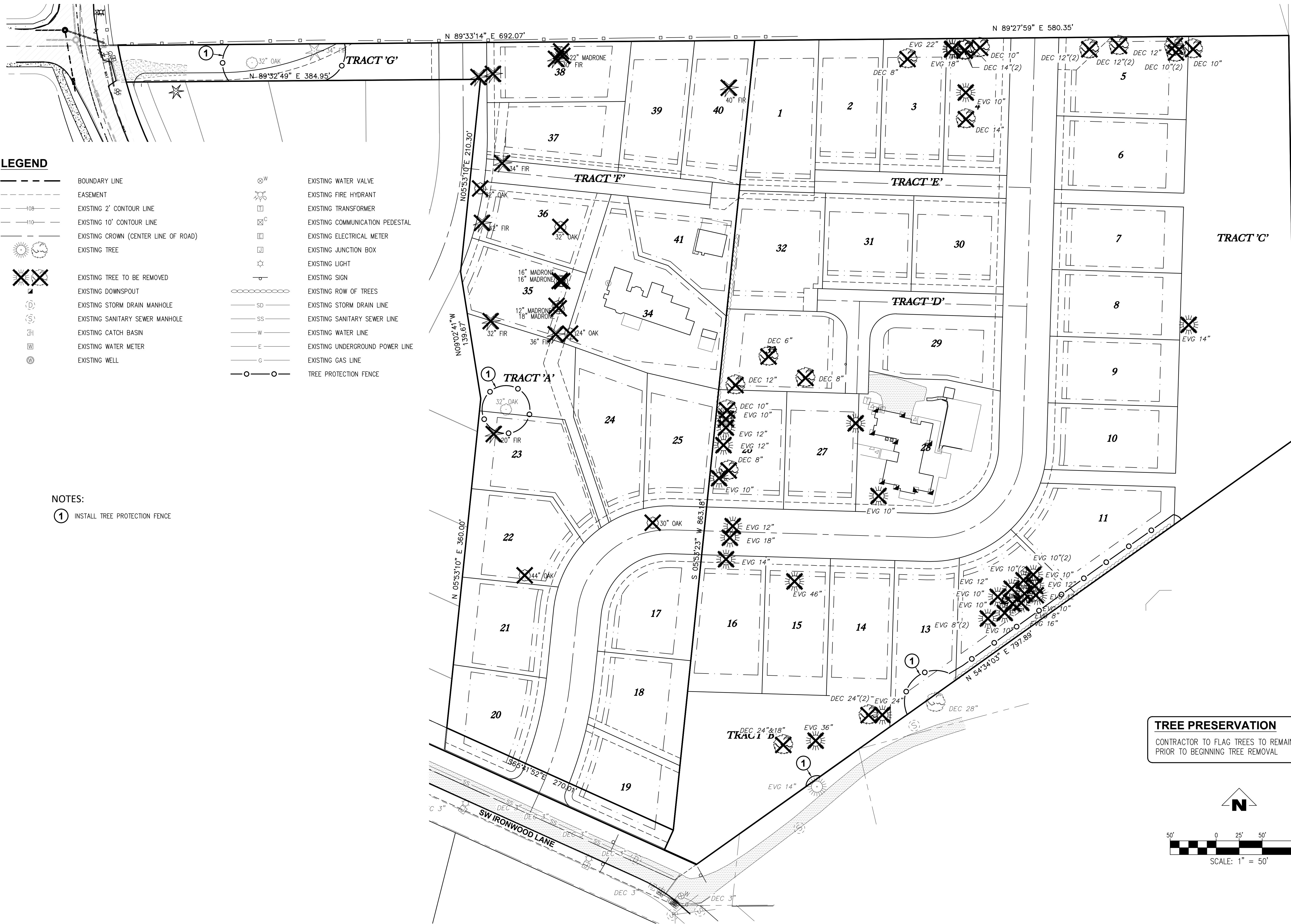
REVISIONS		
NO.	DATE	DESCRIPTION

EMERIO
ENGINEERING - SURVEYING - DESIGN
6446 SW FALLBROOK PLACE, SUITE 100
BEAVERTON, OREGON 97008
TEL: (503) 746-8812
FAX: (503) 639-9592
www.emeriodesign.com



SHEET
7
OF
8

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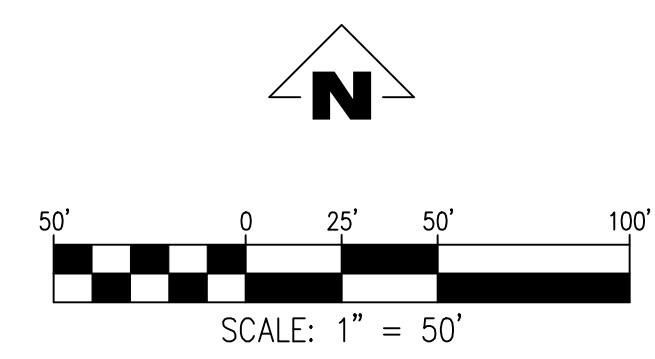
LEGEND

- BOUNDARY LINE
- EASEMENT
- EXISTING 2' CONTOUR LINE
- EXISTING 10' CONTOUR LINE
- EXISTING CROWN (CENTER LINE OF ROAD)
- EXISTING TREE
- EXISTING TREE TO BE REMOVED
- EXISTING DOWNSPOUT
- EXISTING STORM DRAIN MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING CATCH BASIN
- EXISTING WATER METER
- EXISTING WELL
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING TRANSFORMER
- EXISTING COMMUNICATION PEDESTAL
- EXISTING ELECTRICAL METER
- EXISTING JUNCTION BOX
- EXISTING LIGHT
- EXISTING SIGN
- EXISTING ROW OF TREES
- EXISTING STORM DRAIN LINE
- EXISTING SANITARY SEWER LINE
- EXISTING WATER LINE
- EXISTING UNDERGROUND POWER LINE
- EXISTING GAS LINE
- TREE PROTECTION FENCE

NOTES:

- ① INSTALL TREE PROTECTION FENCE

TREE PRESERVATION
 CONTRACTOR TO FLAG TREES TO REMAIN
 PRIOR TO BEGINNING TREE REMOVAL



DENALI SUMMIT PUD
 FINAL DEVELOPMENT SET
 TAX MAP 2S1W 33CB
 TAX LOTS 00100 & 00200
 SHERWOOD, OREGON

**TREE REMOVAL AND
 PRESERVATION PLAN**

REVISIONS	
NO.	DESCRIPTION

EMERIO
 ENGINEERING • SURVEYING • DESIGN
 6445 SW FALLBROOK PLACE, SUITE 100
 BEAVERTON, OREGON 97008
 TEL: (503) 746-8812
 FAX: (503) 639-8592
 www.emeriodesign.com

DENALI SUMMIT LANDSCAPE PLAN

LEGEND

DRAWING SCALE: 1"=50'

- ZELKOVA SERRATA 'VILLAGE GREEN' Village Green Zelkova
- ACER RUBRUM 'FRANKSRED' Red Sunset Maple
- ACER RUBRUM 'OCTOBER GLORY'- OCTOBER GLORY MAPLE
- PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' VANDERWOLF'S PYRAMID LIMBER PINE
- ILEX CRENATA 'CONVEXA'- CONVEX-LEAVED JAPANESE HOLLY
- CARYOPTERIS x CLANDONENSIS - BLUE BEARD
- SARCOCOCCA CONFUSA- SWEET-BOX
- VIBURNUM TINUS 'COMPACTUM'- COMPACT LAURUSTINUS
- POTENTILLA FRUTICOSA- SHRUBBY CINQUEFOIL
- XERISCAPE LAWN ALTERNATIVE
- LAWN
- ARCTOSTAPHYLOS UVA-URSI- KINIKINNIK
- MAHONIA REPENS- CREEPING OREGON GRAPE
- HEMLOCK BARK MULCH
- RHAMNUS PURSHIANA- CASCARA BUCKTHORN
- RIBES SANGUINEUM- RED FLOWERING CURRANT
- PHYSOCARPUS CAPITATUS- PACIFIC NINEBARK
- HOLODISCUS DISCOLOR- OCEANSPRAY
- POLYSTICHUM MUNITUM- WESTERN SWORD FERN
- ROSA WOODSII- WOOD'S ROSE
- GAULTHERIA SHALLON- SALAL
- VACCINIUM OVATUM- EVERGREEN HUCKLEBERRY
- SPIRAEA BETULIFOLIA- BIRCHLEAF SPIREA
- EXISTING OAK
- EXISTING FIR
- EXISTING Leyland Cypress

Potential alternate location for street trees that must be added or adjusted from original placement due to utility and/or driveway installation

Street trees that front individual lots are to be planted at the time of home construction. Street tree location to be adjusted to allow for driveway approaches and/or utility construction. 40' spacing.



PLANT LIST: Plant material that is unavailable at the time of selection may be substituted with similar material.

Tract G

<i>Acer rubrum</i> 'October Glory'	October Glory Maple	5	2 B&B
------------------------------------	---------------------	---	-------

Tract A

<i>Arctostaphylos uva-ursi</i>	Kinikinnik	235	4"
<i>Gaultheria shallon</i>	Salal	14	1 gal.
<i>Mahonia repens</i>	Creeping Oregon Grape	174	4"
<i>Polystichum munitum</i>	Western Sword Fern	12	1 gal.
<i>Potentilla fruticosa</i>	Shrubby Cinquefoil	9	3 gal.
<i>Rhamnus purshiana</i>	Cascara Buckthorn	5	5-10 gal.
<i>Spiraea betulifolia</i>	Birchleaf Spirea	12	3 gal.
<i>Vaccinium ovatum</i>	Evergreen Huckleberry	7	3 gal.
<i>Ribes sanguineum</i>	Red Flowering Currant	2	3-5 gal.
<i>Physocarpus capitatus</i>	Pacific Ninebark	3	3-5 gal.
<i>Holidiscus discolor</i>	Oceanspray	1	3-5 gal.

Existing

<i>Pseudotsuga menziesii</i>	Douglas-fir	1
<i>Quercus garryana</i>	Oregon White Oak	2

PLANT LIST:

Tract C

<i>Acer rubrum</i> 'October Glory'	October Glory Maple	18	2" B&B
<i>Caryopteris x clandonensis</i>	Bluebeard	30	1-3 GAL.
<i>Ilex crenata</i> 'Convexa'	Convex-Leaved Japanese Holly	37	3-5 GAL.
<i>Mahonia repens</i>	Creeping Oregon Grape	72	4" CONT.
<i>Pinus flexilis</i> 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Limber Pine	12	2" MIN B&B
<i>Potentilla fruticosa</i>	Shrubby Cinquefoil	24	1-3 GAL.
<i>Sarcococca confusa</i>	Sweet-Box	30	3-5 GAL.
<i>Viburnum tinus</i> 'Compactum'	Compact Laurustinus	39	3-5 GAL.
<i>Arctostaphylos uva-ursi</i>	Kinikinnik	175	@3 o.c.

Tracts E & F

<i>Caryopteris x clandonensis</i>	Bluebeard	6	1-3 GAL.
<i>Ilex crenata</i> 'Convexa'	Convex-Leaved Japanese Holly	7	3-5 GAL.
<i>Potentilla fruticosa</i>	Shrubby Cinquefoil	7	1-3 GAL.
<i>Sarcococca confusa</i>	Sweet-Box	7	3-5 GAL.
<i>Viburnum tinus</i> 'Compactum'	Compact Laurustinus	4	3-5 GAL.

Project: Denali Summit Subdivision
Tree Density Calculations:
 Project Zoning: Residential (Single-family & two-family developments)
 Required Site Coverage: 40%

TREE NAME	QUANTITY	MATURE SPREAD (FT.)	CANOPY AREA (SF)	CANOPY COVERAGE (SF)
EXISTING TREES (COUNT AS TWO):				
Evergreen	62	25	492	61,008
Deciduous	2	40	1257	5028
PROPOSED NEW TREES:				
ACER RUBRUM 'OCTOBER GLORY' (TRACTS G&C)	23	40	1257	28911
RHAMNUS PURSHIANA (TRACT A)	5	30	707	3535
CARPINUS BETULUS PYRAMIDALIS	0	35	962	0
ZELKOVA SERRATA 'VILLAGE GREEN'	60	40	1257	75420
PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	12	30	707	8484
TOTAL CANOPY COVERAGE				182,386
TOTAL SITE AREA				454,849
PERCENT CANOPY COVERAGE				40.01%

Miller and Sons Landscaping LCB#9548

DENALI SUMMIT LANDSCAPE PLAN

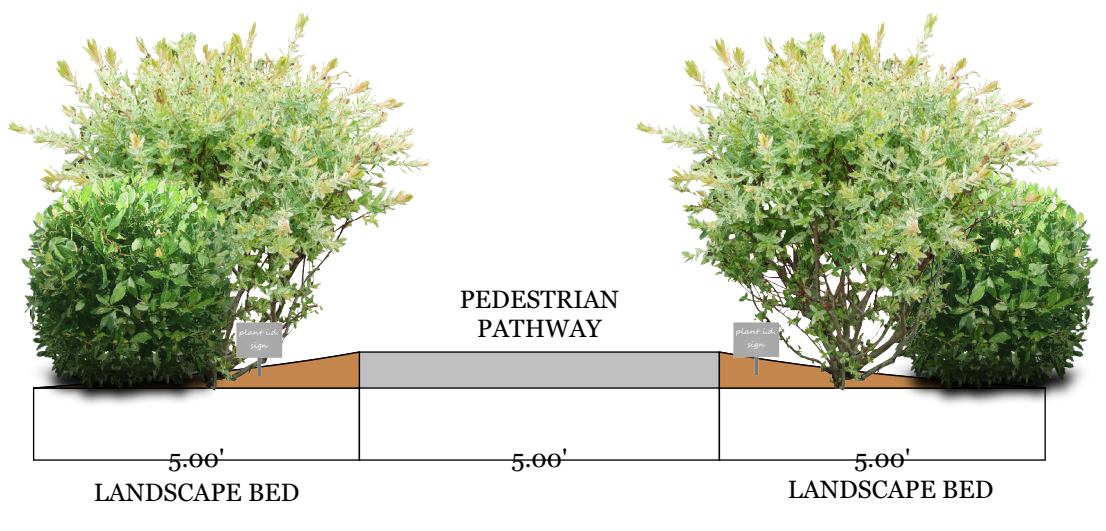
JACOB MILLER LLC.
503-544-6783 BRADLEGACY@GMAIL.COM

OPEN SPACE/TREE DENSITY SHT 1/3 REM

DENALI SUMMIT LANDSCAPE PLAN

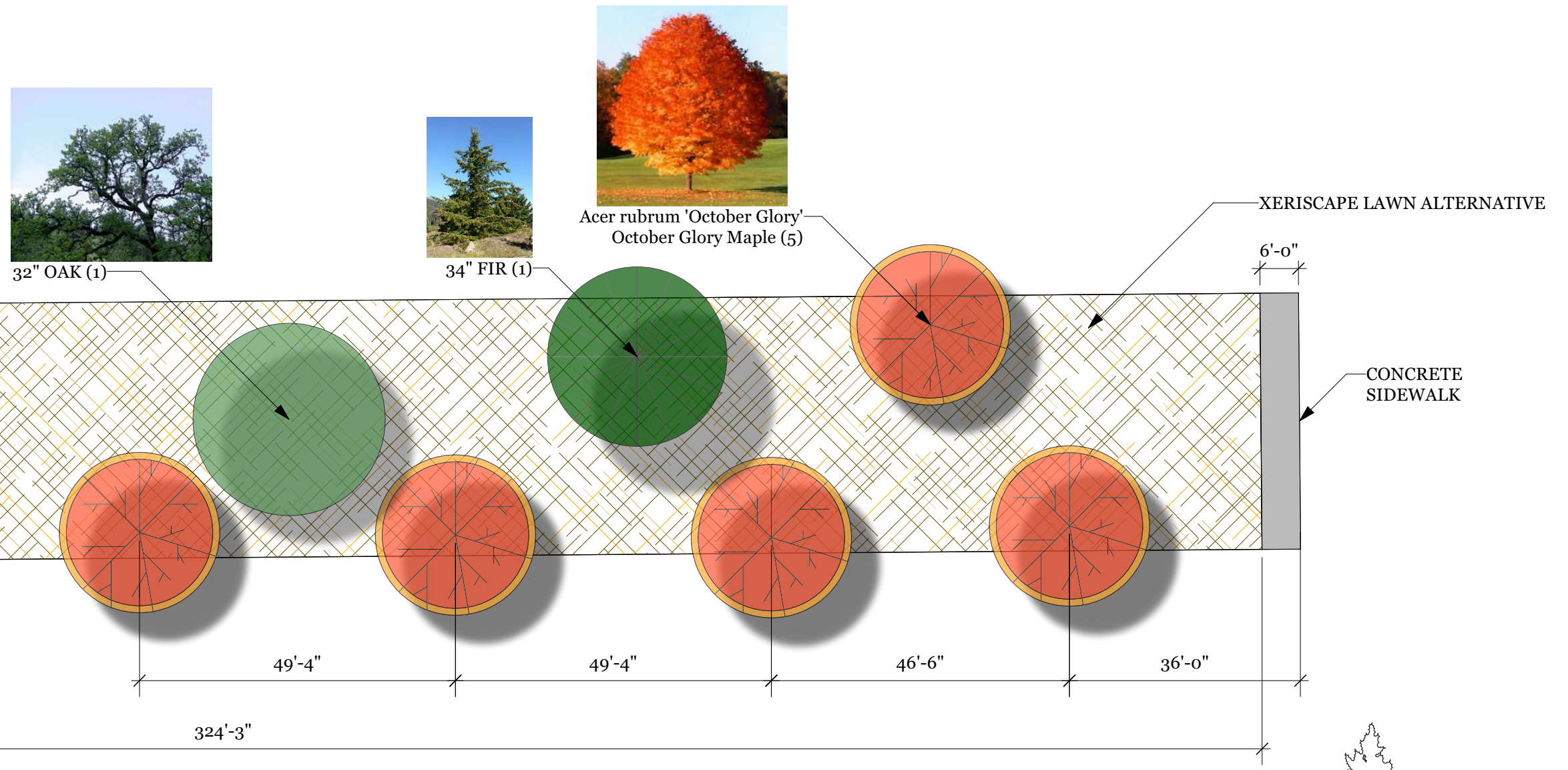


PEDESTRIAN WALKWAY CROSS-SECTION



TRACT G

FUTURE DEDICATION
DRAWING SCALE: 1"=20'



TRACT A

OREGON NATIVE PLANTS GARDEN
DRAWING SCALE: 1"=12-1/2'



PLANT LIST:

Plant material that is unavailable at the time of selection may be substituted with similar material.

Tract G			
<i>Acer rubrum</i> 'October Glory'	October Glory Maple	5	2 B&B
Tract A			
<i>Arctostaphylos uva-ursi</i>	Kinnikinnik	235	4"
<i>Gaultheria shallon</i>	Salal	14	1 gal.
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<i>Rhamnus purshiana</i>	Cascara Buckthorn	5	5-10 gal.
<i>Spiraea betulifolia</i>	Birchleaf Spirea	12	0 gal
<i>Vaccinium ovatum</i>	Evergreen Huckleberry	7	3 gal.
<i>Ribes sanguineum</i>	Red Flowering Currant	2	3-5 gal.
<i>Physocarpus capitatus</i>	Pacific Ninebark	3	3-5 gal.
<i>Holodiscus discolor</i>	Oceanspray	1	3-5 gal.
Existing			
<i>Pseudotsuga menziesii</i>	Douglas-fir	1	
<i>Quercus garryana</i>	Oregon White Oak	2	

PLANTING SPECIFICATIONS:

See details for further instruction

- ### PROTECTION OF EXISTING FEATURES
- Verify location of underground utilities prior to doing the work.
 - Protect existing features remaining as final work.
 - Repair any damage made to existing features caused by landscape installation.

- ### PLANT QUALITY ASSURANCE
- Nursery stock shall be healthy upon inspection.
 - Plants should be delivered from the nursery directly to the site.
 - Plants that are not installed immediately should be stored in a protected area.

- ### TOPSOIL AND FINAL GRADES
- Ensure that soil is conducive to proper plant growth.
 - Finished grade shall be as indicated.

- ### SOIL PREPARATION
- Treat undesirable growth with herbicides in accordance with manufacturer's instructions.
 - Till soil and remove extraneous matter turned up in working.
 - Ensure soil texture is conducive to proper plant installation.

- ### PLANT INSTALLATION
- Layout plant location and excavate planting hole 2.5 times the size of the root ball.
 - Soil to backfill should be a mix of native topsoil and compost.
 - Fertilizer should be applied to trees, shrubs, and lawn.
 - Plants installed upright atop 6" of lightly compacted soil.
 - Roots and containers/burlap/twine are to be handled properly prior to installation.
 - Water thoroughly after backfilling.
 - Stake trees or stabilize with guy wires.
 - Mulch planting areas evenly to a depth of 2-3".

Irrigation design and installation done by a licensed contractor for lawn and plant areas that require seasonal watering.

FINE LAWN AREAS: In fine lawn area apply Commercial Fertilizer Mix "B" at 4.5 lbs. per 1,000 sq.ft. and rake into soil surface. Establish an even, fine textured seedbed meeting grades, surfaces and texture. Sow seed with a mechanical spreader at the uniform rates as noted below. Rake seed lightly to provide cover.

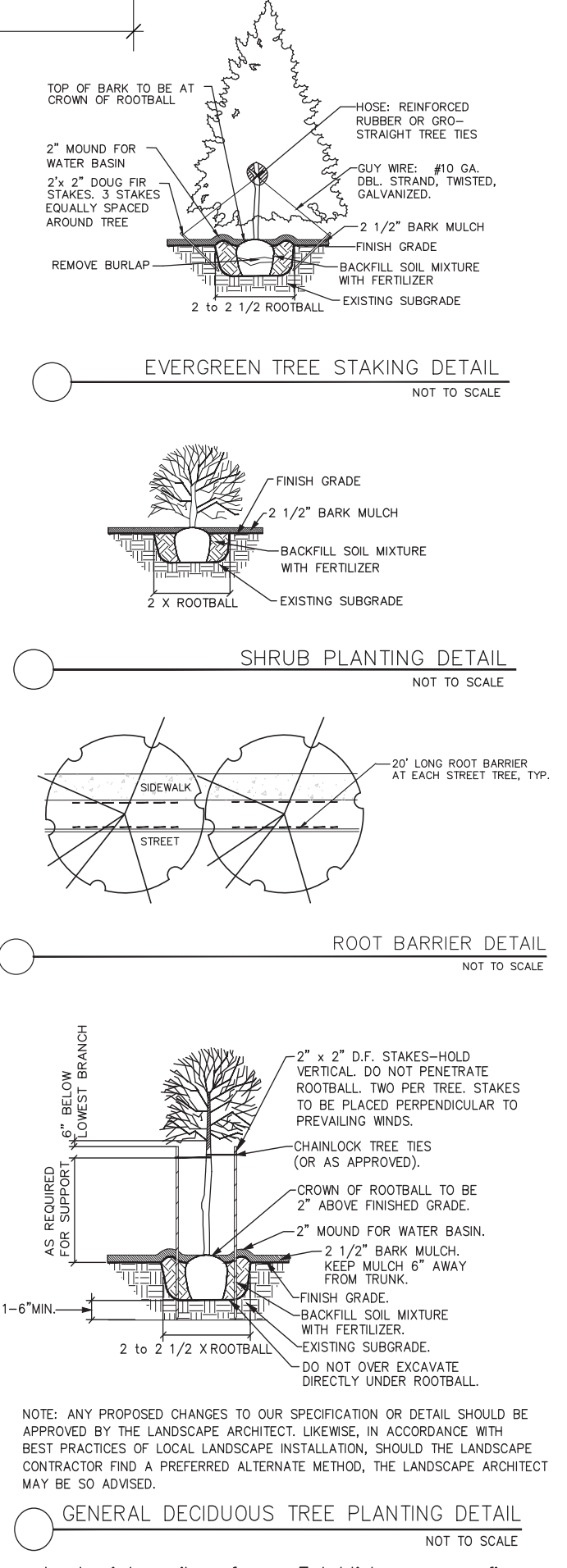
ROUGH SEED AREA: In rough seeded area, establish an evenly graded seedbed. Sow seed with a mechanical spreader at the uniform rates as noted below. Rake seed lightly to provide cover.

SEED: Bluegrass seed conforming to applicable State laws. No noxious weed seeds. Submit Guaranteed analysis.
Fine Lawn Seed Mix: Pro-Time 705 Xeriscape Lawn Alternative or as approved. Sow Seed at 2-3 lbs. / 1000 sq. ft.
Rough Seed Mix: Sunmark Ecology mix or as approved. Sow at 1 lbs. Per 1,000 sq.ft.

MAINTENANCE OF SEEDED AREAS:
Fine Lawn Areas: The lawn areas shall be maintained by watering, mowing, reseeding, and weeding for a minimum of 60 days after seeding. After 30 days, or after the second mowing, apply Commercial Fertilizer Mix "C" at 5 lbs. per 1,000 sq. ft. Mow and keep at 1 1/2" to 2" in height. Remove clippings and dispose of off site.

GENERAL MAINTENANCE: Protect and maintain work described in these specifications against all defects of materials and workmanship, through final acceptance. Replace plants not in normal healthy condition at the end of this period. Water, weed, cultivate, mulch, reset plants to proper grade or upright position, remove dead wood and do necessary standard maintenance operations. Irrigate when necessary to avoid drying out of plant materials, and to promote healthy growth.

CLEAN-UP: At completion of each division of work all extra material, supplies, equipment, etc., shall be removed from the site. All walks, paving, or other surfaces shall be swept clean, mulch areas shall have debris removed and any soil cleared from surface. All areas of the project shall be kept clean, orderly and complete.



LAWN 4,950 SQ. FT. PT 769 R&R Eco-turf mix 5-7 LBS. per 1,000 SQ. FT.	XERISCAPE LAWN 13,842 SQ. FT. PT 705 Xeriscape Lawn Alternative 2 LBS. per 1,000 SQ. FT.	PAVED PATH	CONCRETE SIDEWALK
---------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------	-------------------	--------------------------

↑	DENALI SUMMIT LANDSCAPE PLAN		JACOB MILLER LLC. 503-544-6783 BRADLEGACY@GMAIL.COM	
	TRACTS A & G		SHT 2/3	REM

DENALI SUMMIT LANDSCAPE PLAN

PLANTING SPECIFICATIONS:
See details for further instruction

PROTECTION OF EXISTING FEATURES

- Verify location of underground utilities prior to doing the work.
- Protect existing features remaining as final work.
- Repair any damage made to existing features caused by landscape installation.

PLANT QUALITY ASSURANCE

- Nursery stock shall be healthy upon inspection.
- Plants should be delivered from the nursery directly to the site.
- Plants that are not installed immediately should be stored in a protected area.

TOPSOIL AND FINAL GRADES

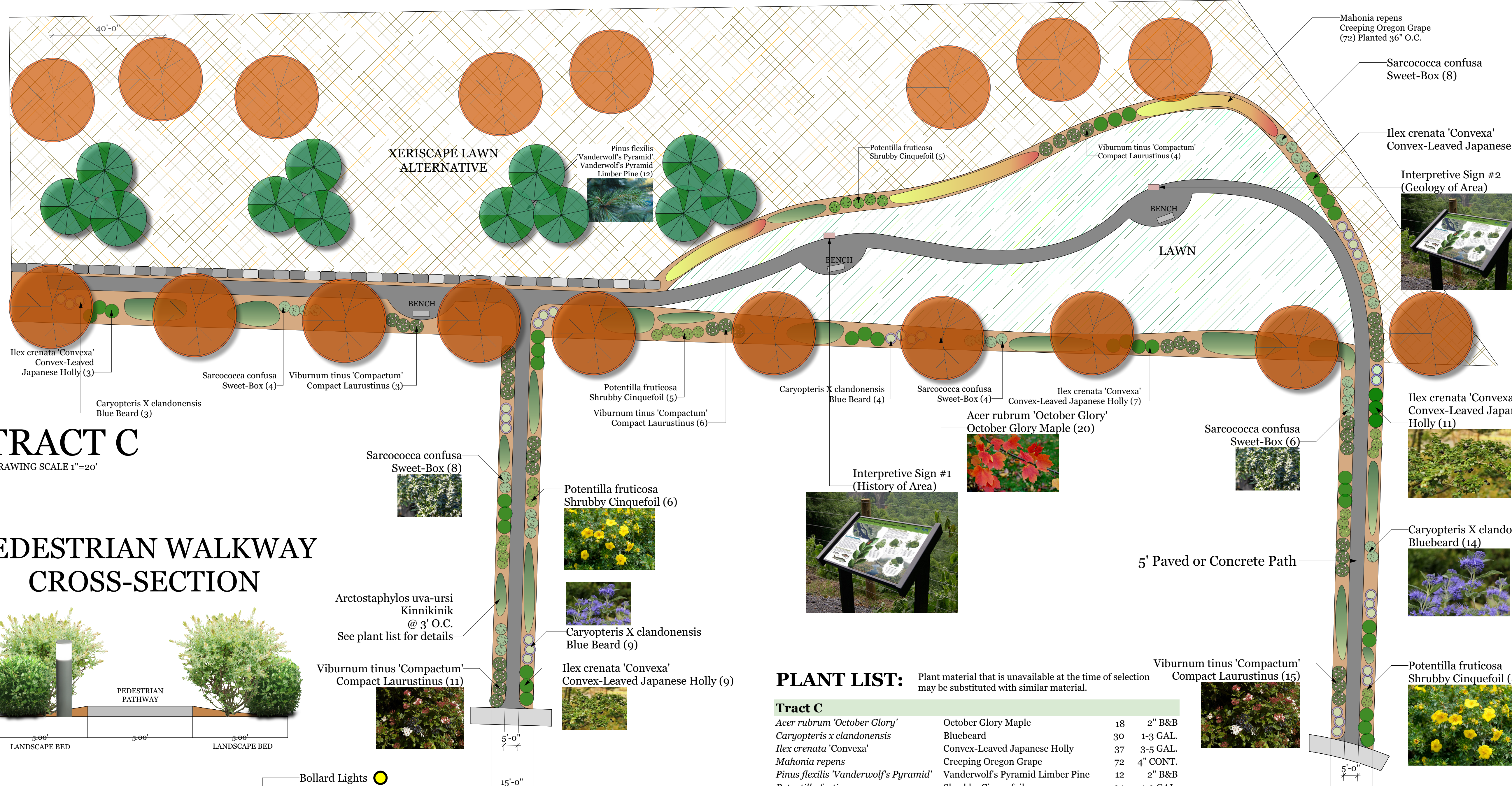
- Ensure that soil is conducive to proper plant growth.
- Finished grade shall be as indicated.

SOIL PREPARATION

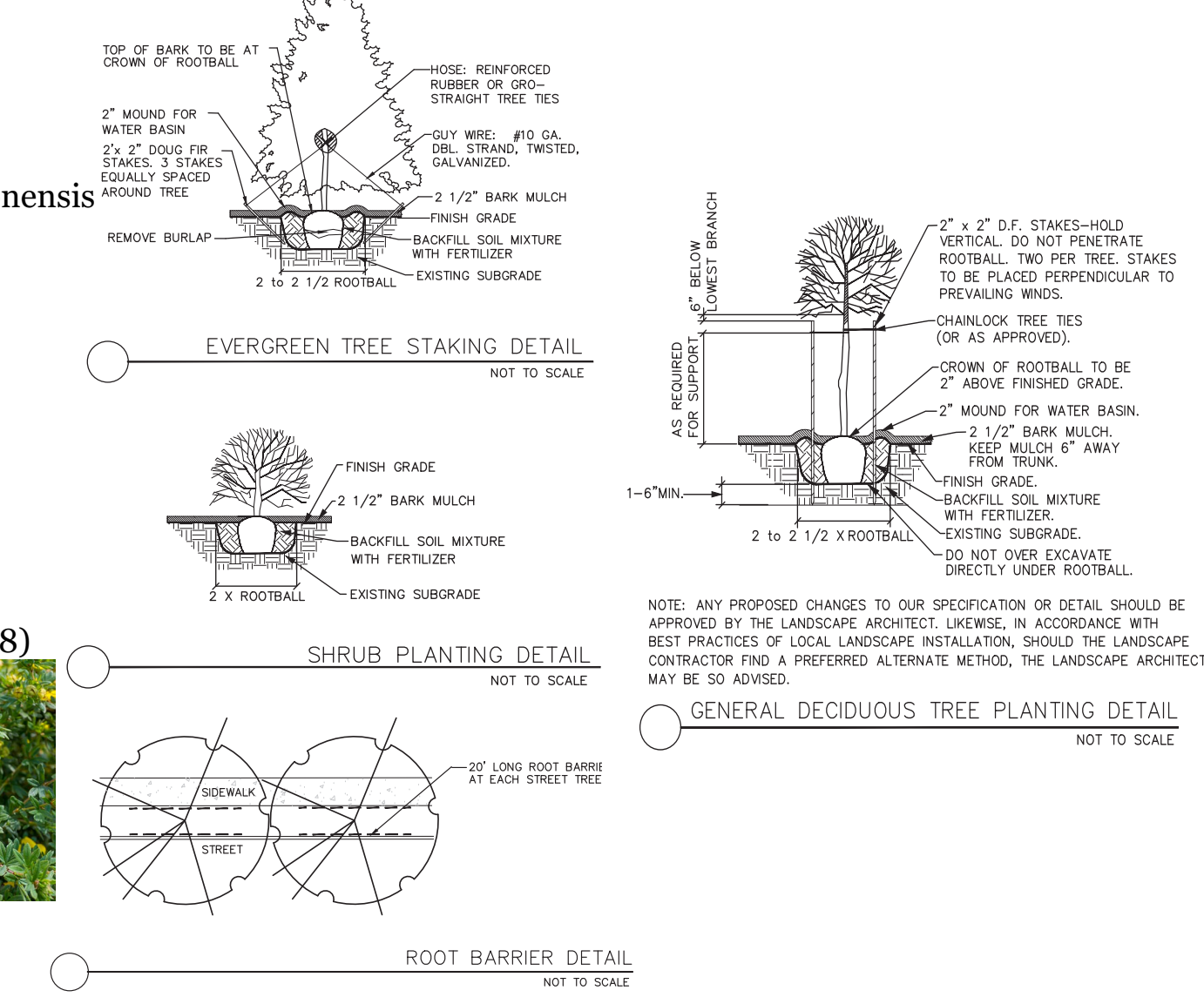
- Treat undesirable growth with herbicides in accordance with manufacturer's instructions.
- Till soil and remove extraneous matter turned up in working.
- Ensure soil texture is conducive to proper plant installation.

PLANT INSTALLATION

- Layout plant location and excavate planting hole 2.5 times the size of the root ball.
- Soil to backfill should be a mix of native topsoil and compost.
- Fertilizer should be applied to trees, shrubs, and lawn.
- Plants installed upright atop 6" of lightly compacted soil.
- Roots and containers/burlap/twine are to be handled properly prior to installation.
- Water thoroughly after backfilling.
- Stake trees or stabilize with guy wires.
- Mulch planting areas evenly to a depth of 2-3".
- Irrigation design and installation done by a licensed contractor for lawn and plant areas that require seasonal watering.



Tract C			
<i>Acer rubrum</i> 'October Glory'	October Glory Maple	18	2" B&B
<i>Caryopteris x clandonensis</i>	Bluebeard	30	1-3 GAL.
<i>Ilex crenata</i> 'Convexa'	Convex-Leaved Japanese Holly	37	3-5 GAL.
<i>Mahonia repens</i>	Creeping Oregon Grape	72	4" CONT.
<i>Pinus flexilis</i> 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Limber Pine	12	2" B&B
<i>Potentilla fruticosa</i>	Shrubby Cinquefoil	24	1-3 GAL.
<i>Sarcococca confusa</i>	Sweet-Box	30	3-5 GAL.
<i>Viburnum tinus</i> 'Compactum'	Compact Laurustinus	39	3-5 GAL.
<i>Arctostaphylos uva-ursi</i>	Kinnikinnik	175	@3' o.c.
Tracts E & F			
<i>Caryopteris x clandonensis</i>	Bluebeard	6	1-3 GAL.
<i>Ilex crenata</i> 'Convexa'	Convex-Leaved Japanese Holly	7	3-5 GAL.
<i>Potentilla fruticosa</i>	Shrubby Cinquefoil	7	1-3 GAL.
<i>Sarcococca confusa</i>	Sweet-Box	7	3-5 GAL.
<i>Viburnum tinus</i> 'Compactum'	Compact Laurustinus	4	3-5 GAL.



FINE LAWN AREAS: In fine lawn area apply Commercial Fertilizer Mix "B" at 4.5 lbs. Per 1,000 sq.ft. and rake into soil surface. Establish an even, fine textured seedbed meeting grades, surfaces and texture. Sow seed with a mechanical spreader at the uniform rates as noted below. Rake seed lightly to provide cover.

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Fine Lawn Seed Mix: Pro-Time 705 Xeriscape Lawn Alternative or as approved. Sow Seed at 2-3 lbs. / 1000 sq. ft.

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MAINTENANCE OF SEEDED AREAS:

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CLEAN-UP: At completion of each division of work all extra material, supplies, equipment, etc., shall be removed from the site. All walks, paving, or other surfaces shall be swept clean, mulch areas shall have debris removed and any soil cleared from surface. All areas of the project shall be kept clean, orderly and complete.

LAWN 10,964 SQ. FT. PT 769 R&R Eco-turf mix 5-7 LBS. per 1,000 SQ. FT.	XERISCAPE LAWN 36,076 SQ. FT. PT 705 Xeriscape Lawn Alternative 2 LBS. per 1,000 SQ. FT.	PAVED PATH	CONCRETE SIDEWALK
----------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------	-------------------	--------------------------

←	DENALI SUMMIT LANDSCAPE PLAN		JACOB MILLER LLC. 503-544-6783 BRADLEGACY@GMAIL.COM	
	TRACTS C, E, & F		SHT 3/3	REM

Miller and Sons Landscaping LCB#9548

DENALI SUMMIT
LOCATED IN THE
S.W. 1/4 OF SECTION 33, T.2S., R.1W., W.M.
CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON
APRIL 29, 2021

PREPARED FOR: JACOB MILLER, DENNIS AND PAULA YUZON

RECORDED AS DOCUMENT NO. _____

NARRATIVE

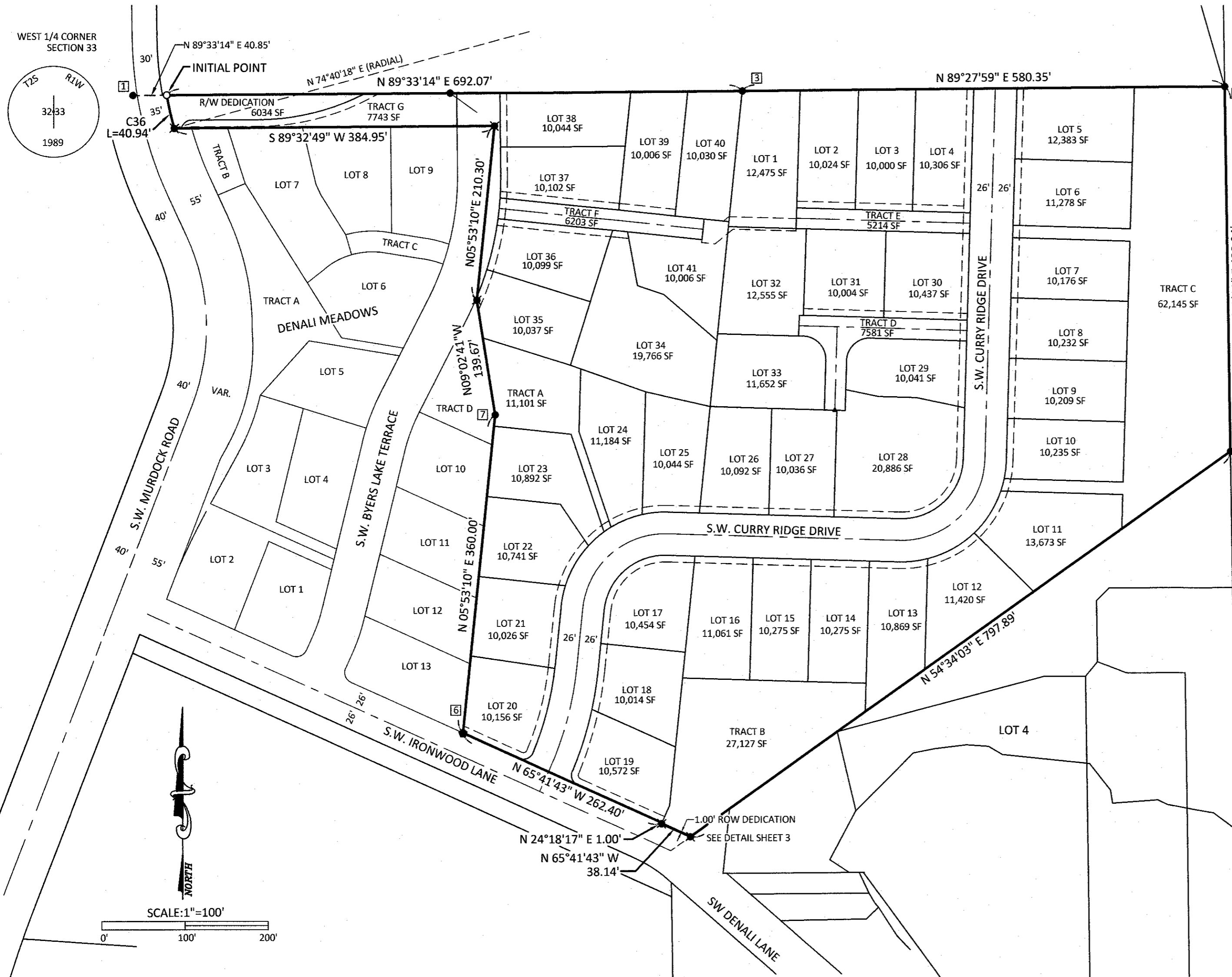
THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE LAND DESCRIBED IN DOCUMENT NO. 2012-047854, EXCEPTING THE RIGHT OF WAY DEDICATION RECORDED IN DOCUMENT NO. 2020-107528, WASHINGTON COUNTY DEED RECORDS, AND PARCEL #1 OF DOCUMENT NO. 87-011209, WASHINGTON COUNTY DEED RECORDS AS APPROVED BY THE CITY OF SHERWOOD IN CASE FILE NO. PUD XX-XX.

THE BASIS OF BEARINGS AND BOUNDARY RESOLUTION OF THIS PLAT ARE PER SN 33802, WASHINGTON COUNTY SURVEY RECORDS.

SHEET INDEX

SHEET 1- OVERALL PLAT LAYOUT, MONUMENT REFERENCE TABLE, NARRATIVE, REFERENCES
SHEET 2- DIMENSIONS OF LOTS 1-15, TRACTS C, D, AND E, CURVE TABLE, EASEMENTS
SHEET 3- DIMENSIONS OF LOTS 14-27, 33-36, AND TRACT A, CURVE TABLE, EASEMENTS
SHEET 4- DIMENSIONS OF LOTS 36-41, AND TRACT G, CURVE TABLE, TRACT F CENTERLINE DETAIL
SHEET 5- EASEMENT DETAILS, TRACTS D AND E CENTERLINE DETAILS
SHEET 6- SURVEYOR'S CERTIFICATE, DECLARATION, ACKNOWLEDGEMENTS, PLAT NOTES, APPROVALS

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PROFESSIONAL
LAND SURVEYOR
Jon T. Feigion 4/29/21
OREGON
JANUARY 15, 1987
JON T. FEIGION
2252
RENEWAL 12-31-21



LEGEND

- DENOTES 5/8" X 30" IR WITH YPC MARKED "EMERIO DESIGN" TO BE POST-MONUMENTED SET ON _____
- ▲ DENOTES 5/8" X 30" IR WITH AC MARKED "EMERIO DESIGN" TO BE POST-MONUMENTED SET ON _____
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- [] MONUMENT REFERENCE NUMBER
- (H) HELD MONUMENT POSITION
- R2 REFERENCE NUMBER
- FD. FOUND
- YPC YELLOW PLASTIC CAP
- IR IRON ROD
- IP IRON PIPE
- OU ORIGIN UNKNOWN
- SN SURVEY NUMBER, WASHINGTON COUNTY SURVEY RECORDS
- DOC. NO. DOCUMENT NUMBER, WASHINGTON COUNTY DEED RECORDS
- R/W RIGHT OF WAY
- SF SQUARE FEET

MONUMENT REFERENCE TABLE

- [1] FD. 2" BRASS DISK DOWN 0.9' IN MONUMENT BOX MARKED AS SHOWN IN R5
- [2] FD. 5/8" IR WITH YPC MARKED "D.C.S. INC. LS 1856", DOWN 0.4' SET IN R3
- [3] FD. 5/8" IR WITH YPC MARKED "D.C.S. INC. LS 1856", DOWN 0.2' SET IN R3
- [4] FD. 5/8" IR, WITH 1-1/2" AC, MARKED "R. BANCROFT LS 1124" SET IN R7
- [5] FD. 5/8" IR, NO CAP, UP 0.1', SET IN R6
- [6] FD. 5/8" IR WITH YPC MARKED "J. PETERSEN P.L.S. 1856", UP 0.2', SET IN R4
- [7] FD. 5/8" IR, NO CAP, BENT IN ROCK, UP 1.0', TIED AT BASE, SET IN R4

SURVEY REFERENCES

- R1 SN 33,802
- R2 PLAT OF "DENALI MEADOWS"
- R3 SN 30,340
- R4 SN 22,420
- R5 USBT ENTRY 2002-062
- R6 SN 20,158
- R7 SN 20,972

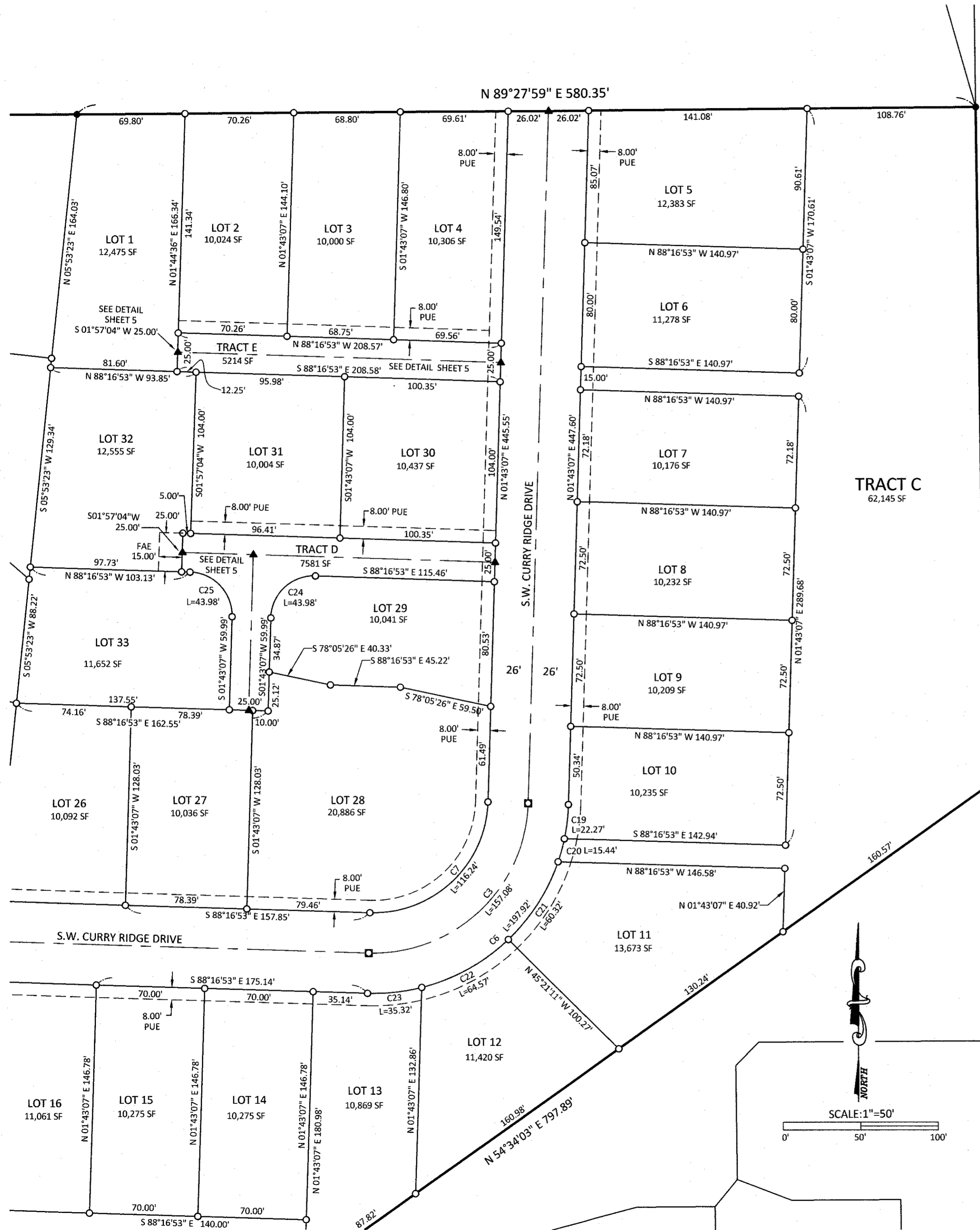
DENALI SUMMIT

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LOCATED IN THE
S.W. 1/4 OF SECTION 33, T.2S., R.1W., W.M.
CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON

APRIL 29, 2021

PREPARED FOR: JACOB MILLER, DENNIS AND PAULA YUZON



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG	CHORD
C3	157.08'	100.00'	90°00'00"	N46°43'07"E	141.42'
C6	197.92'	126.00'	90°00'00"	N46°43'07"E	178.19'
C7	116.24'	74.00'	90°00'00"	N46°43'07"E	104.65'
C19	22.27'	126.00'	10°07'38"	N6°46'56"E	22.24'
C20	15.44'	126.00'	7°01'24"	N15°21'27"E	15.44'
C21	60.32'	126.00'	27°25'43"	N32°35'00"E	59.74'
C22	64.57'	126.00'	29°21'38"	N60°58'41"E	63.86'
C23	35.32'	126.00'	16°03'37"	N83°41'18"E	35.20'
C24	43.98'	28.00'	90°00'00"	S46°43'07"W	39.60'
C25	43.98'	28.00'	90°00'00"	N43°16'53"W	39.60'

- LEGEND**
- DENOTES 5/8" X 30" IR WITH YPC MARKED "EMERIO DESIGN" TO BE POST-MONUMENTED SET ON _____
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 - IR IRON ROD
 - PUE PUBLIC UTILITY EASEMENT
 - FAE FIRE ACCESS EASEMENT
 - STE STORM SEWER EASEMENT TO BENEFIT THE CITY OF SHERWOOD
 - SSE SANITARY SEWER EASEMENT TO BENEFIT THE CITY OF SHERWOOD
 - PWE PRIVATE WATER LINE EASEMENT TO BENEFIT LOTS 7 AND 8
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 - R/W RIGHT OF WAY

- MONUMENT REFERENCE TABLE**
- 1 FD. 2" BRASS DISK DOWN 0.9" IN MONUMENT BOX MARKED AS SHOWN IN R4
 - 2 FD. 5/8" IR WITH YPC MARKED "D.C.S. INC. LS 1856", DOWN 0.4" SET IN R2
 - 3 FD. 5/8" IR WITH YPC MARKED "D.C.S. INC. LS 1856", DOWN 0.1" SET IN R2
 - 4 FD. 5/8" IR WITH YPC MARKED "D.C.S. INC. LS 1856", FLUSH SET IN R2
 - 5 FD. 5/8" IR, NO CAP, BENT, UP 1.0", SPUN AND TIED, SET IN R1
 - 6 FD. 5/8" IR WITH YPC MARKED "J. PETERSEN P.L.S. 1856", UP 0.3", SET IN R1
 - 7 FD. 5/8" IR, WITH 2-1/4" AC PUNCHED, MARKED "AKS ENGR" SET IN R5
 - 8 FD. 3/4" IP WITH YPC MARKED "WASH. C.S.", DOWN 0.1", SET IN R3
 - 9 FD. 3/4" IP WITH YPC MARKED "WASH. C.S.", DOWN 0.4", SET IN R3
 - 10 FD. 5/8" IR, NO CAP, UP 1.0", OU, SHOWN ON R2

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LAND SURVEYOR

Jon T. Feigion 4/29/21

OREGON
JANUARY 15, 1987
JON T. FEIGION
2252

RENEWAL 12-31-21



6445 SW FALLBROOK PLACE, SUITE 100
BEAVERTON, OREGON 97008
TEL: (503) 746-8812
FAX: (503) 639-9592
www.emeriodesign.com

EMERIO JOB: 0200-009

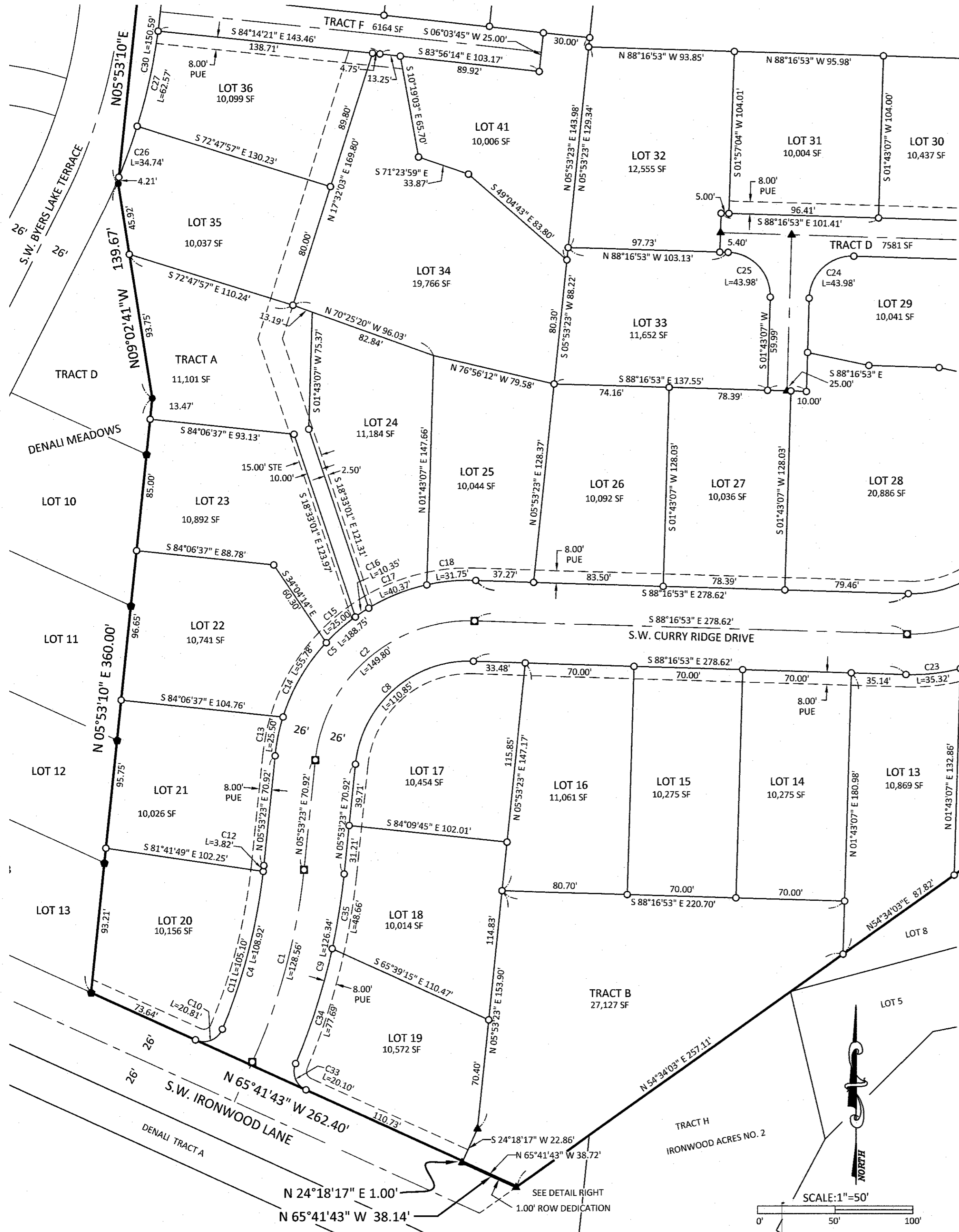
DENALI SUMMIT

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LOCATED IN THE
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CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON

APRIL 29, 2021

PREPARED FOR: JACOB MILLER, DENNIS AND PAULA YUZON



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG	CHORD
C1	128.56'	400.00'	18°24'54"	N15°05'50"E	128.01'
C2	149.80'	100.00'	85°49'44"	S48°48'15"W	136.18'
C4	108.92'	374.00'	16°41'08"	N14°13'57"E	108.53'
C5	188.75'	126.00'	85°49'44"	S48°48'15"W	171.59'
C8	110.85'	74.00'	85°49'44"	S48°48'15"W	100.77'
C9	126.34'	426.00'	16°59'35"	N14°23'10"E	125.88'
C10	20.81'	13.00'	91°43'45"	N68°26'24"E	18.66'
C11	105.10'	374.00'	16°06'04"	N14°31'29"E	104.75'
C12	3.82'	374.00'	0°35'04"	N6°10'55"E	3.82'
C13	25.50'	126.00'	11°35'47"	S11°41'16"W	25.46'
C14	55.78'	126.00'	25°21'48"	S30°10'04"W	55.32'
C15	25.00'	126.00'	11°22'06"	S48°32'00"W	24.96'
C16	10.35'	126.00'	4°42'23"	S56°34'15"W	10.35'
C17	40.37'	126.00'	18°21'20"	S68°06'06"W	40.19'
C18	31.75'	126.00'	14°26'21"	S84°29'56"W	31.67'
C23	35.32'	126.00'	16°03'37"	N83°41'18"E	35.20'
C24	43.98'	28.00'	90°00'00"	S46°43'07"W	39.60'
C25	43.98'	28.00'	90°00'00"	N43°16'53"W	39.60'
C26	34.74'	376.00'	5°17'36"	N19°50'51"E	34.73'
C27	62.57'	376.00'	9°32'06"	N12°26'00"E	62.50'
C33	20.10'	13.00'	88°34'41"	S21°24'23"E	18.16'
C34	77.69'	426.00'	10°26'56"	N17°39'30"E	77.58'
C35	48.66'	426.00'	6°32'39"	N9°09'42"E	48.63'

LEGEND

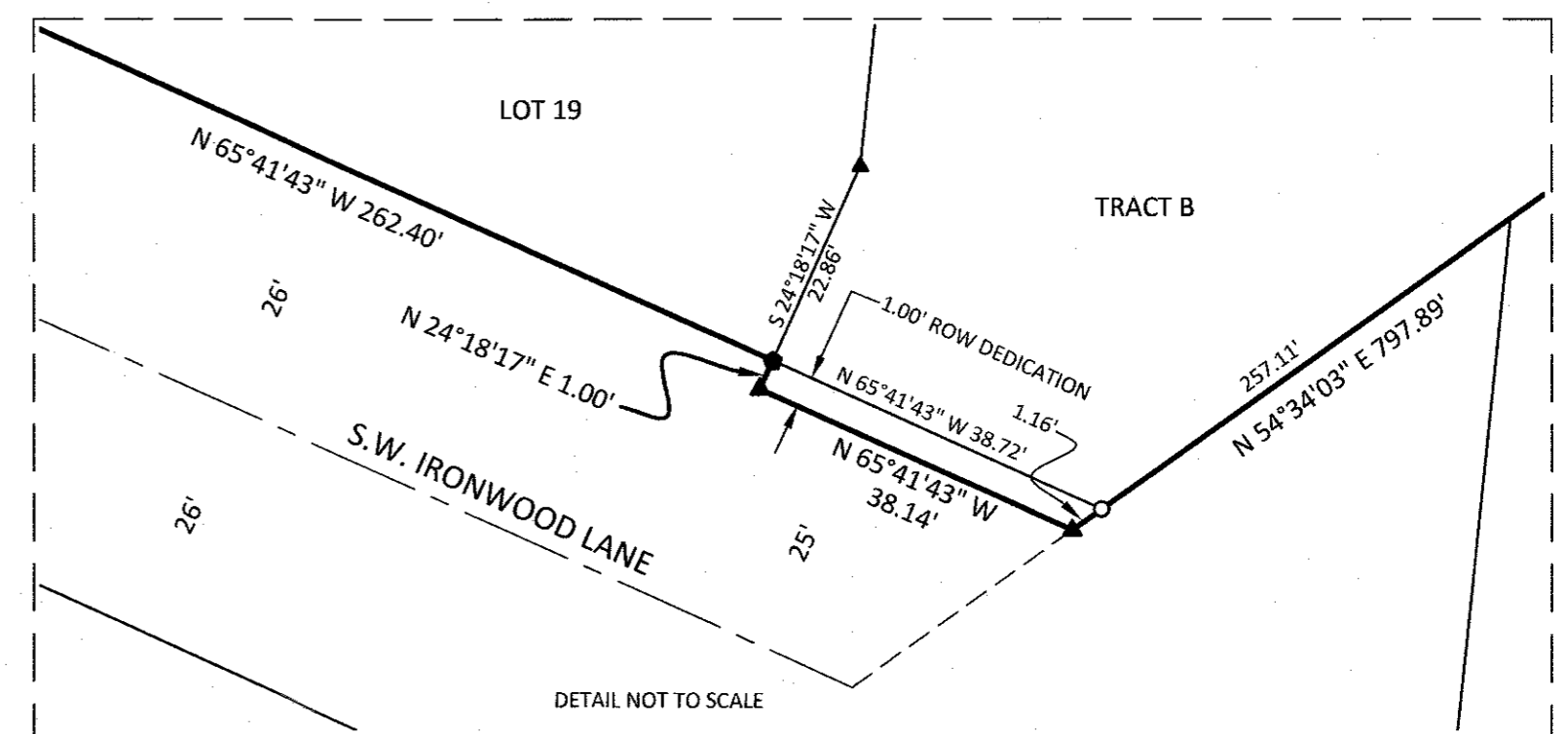
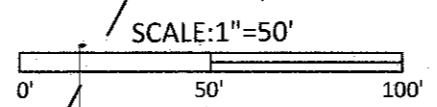
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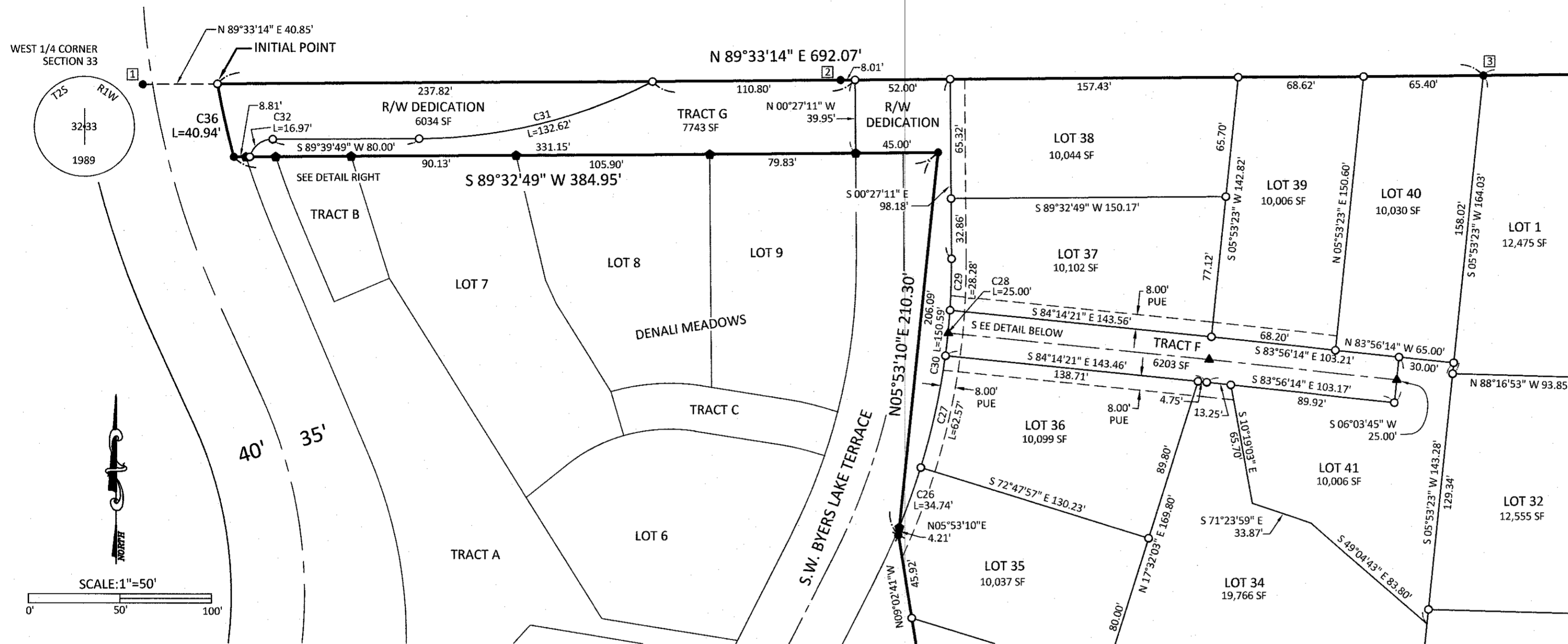


DENALI SUMMIT

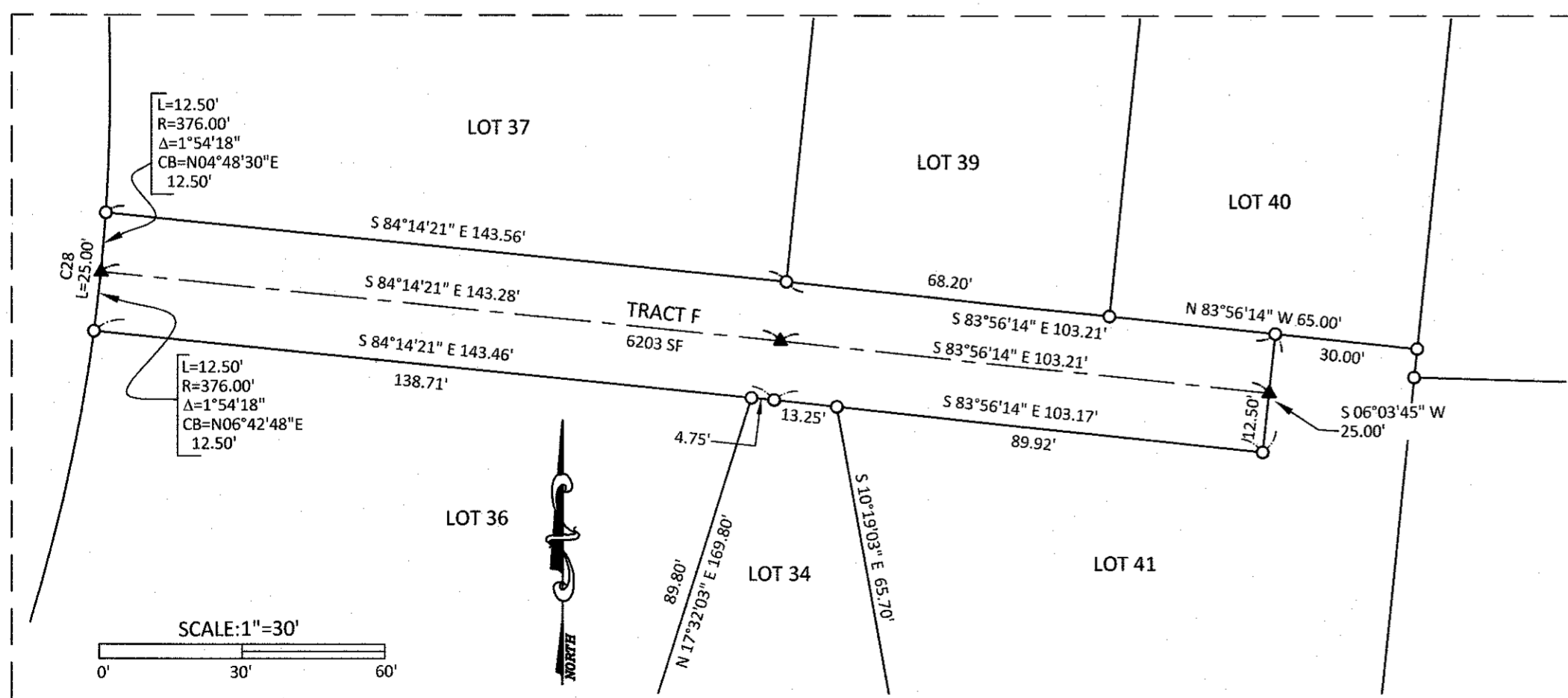
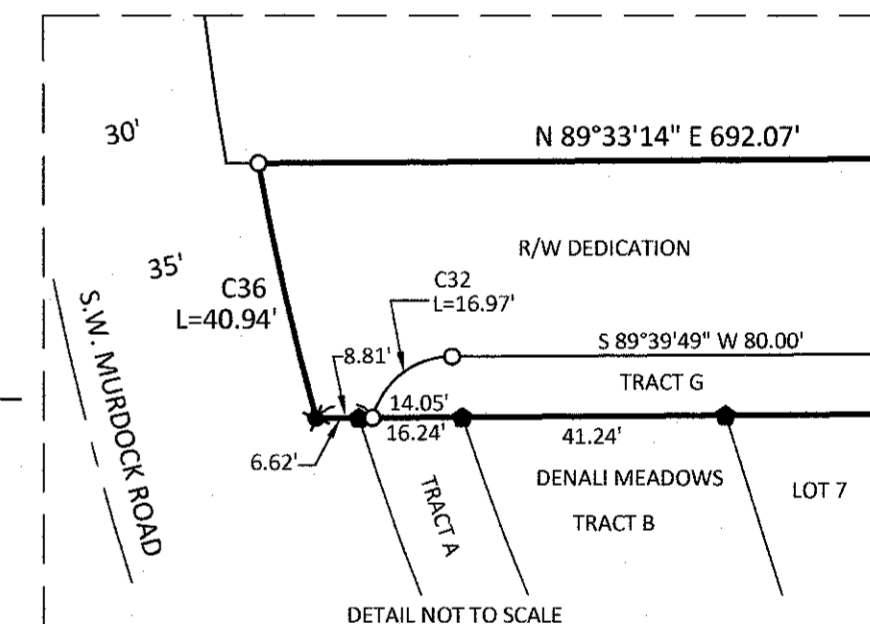
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APRIL 29, 2021
PREPARED FOR: JACOB MILLER, DENNIS AND PAULA YUZON

RECORDED AS DOCUMENT NO. _____



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG	CHORD
C26	34.74'	376.00'	5°17'36"	N19°50'51"E	34.73'
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C28	25.00'	376.00'	3°48'37"	N5°45'39"E	25.00'
C29	28.28'	376.00'	4°18'31"	N1°42'05"E	28.27'
C30	150.59'	376.00'	22°56'50"	N11°01'14"E	149.59'
C31	132.62'	280.00'	27°08'18"	N76°05'40"E	131.39'
C32	16.97'	13.00'	74°47'23"	S52°16'07"W	15.79'
C36	40.94'	442.46'	5°18'04"	N12°40'40"W	40.92'



- LEGEND**
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JON T. FEIGION
2252

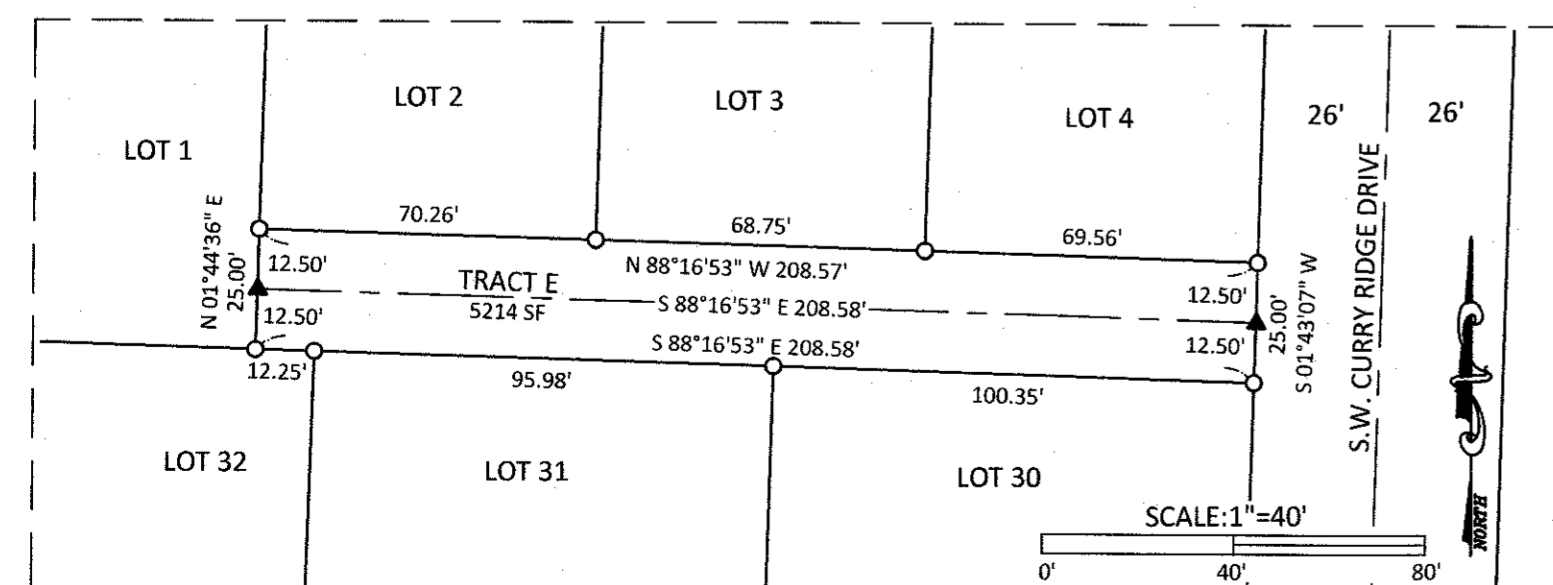
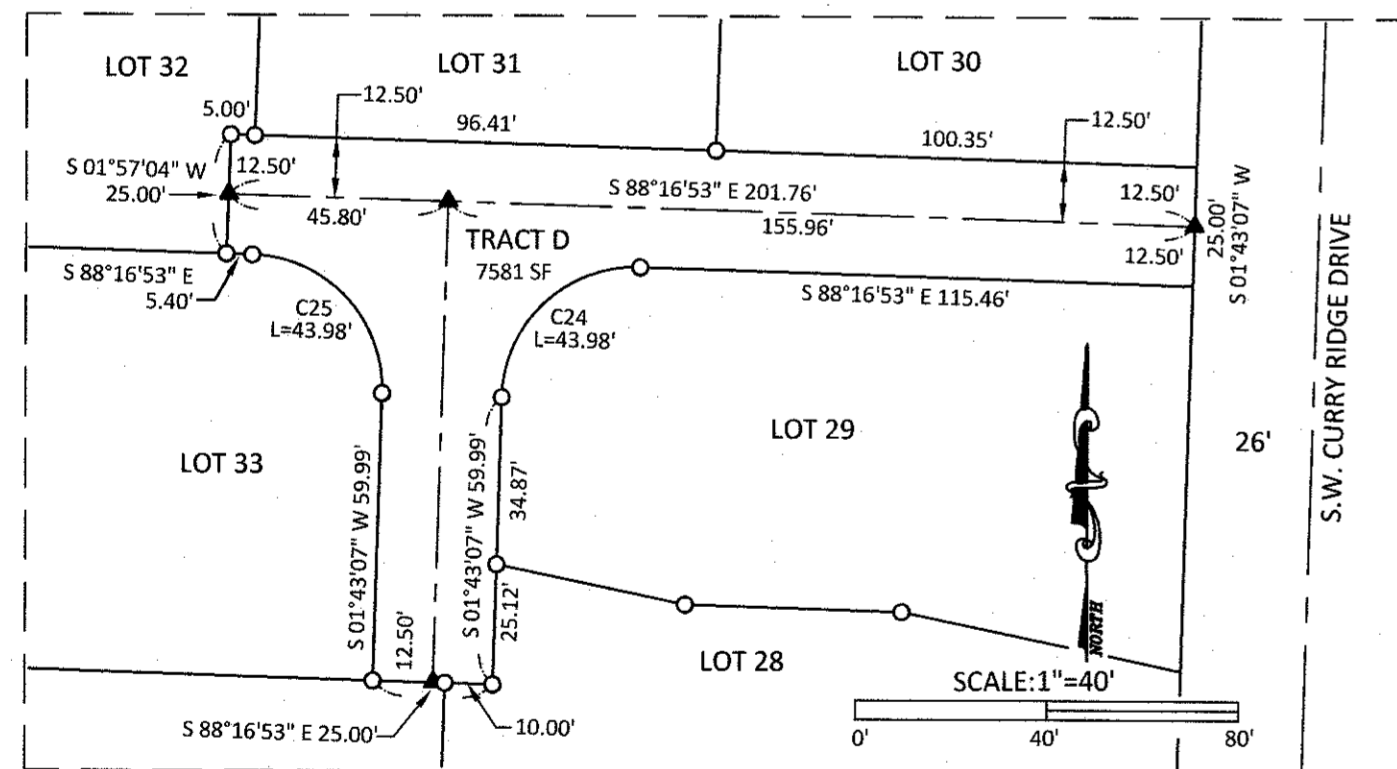
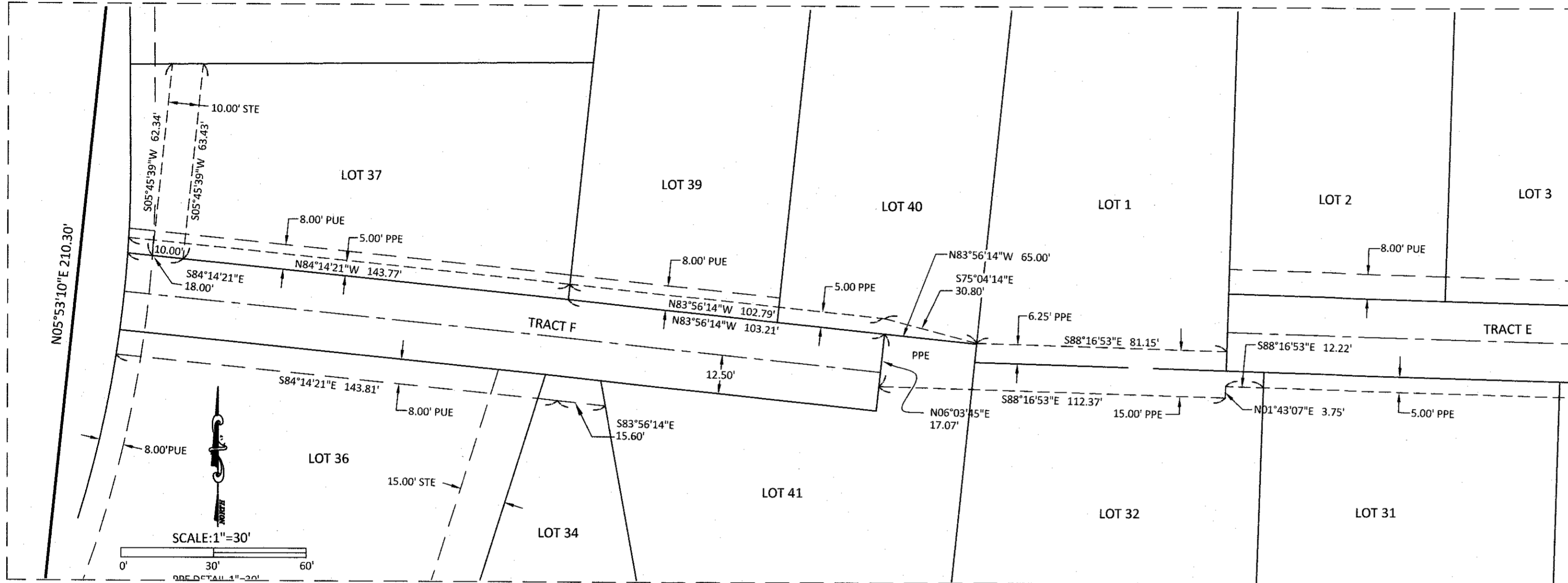
RENEWAL 12-31-21

EMERIO
ENGINEERING • SURVEYING • DESIGN

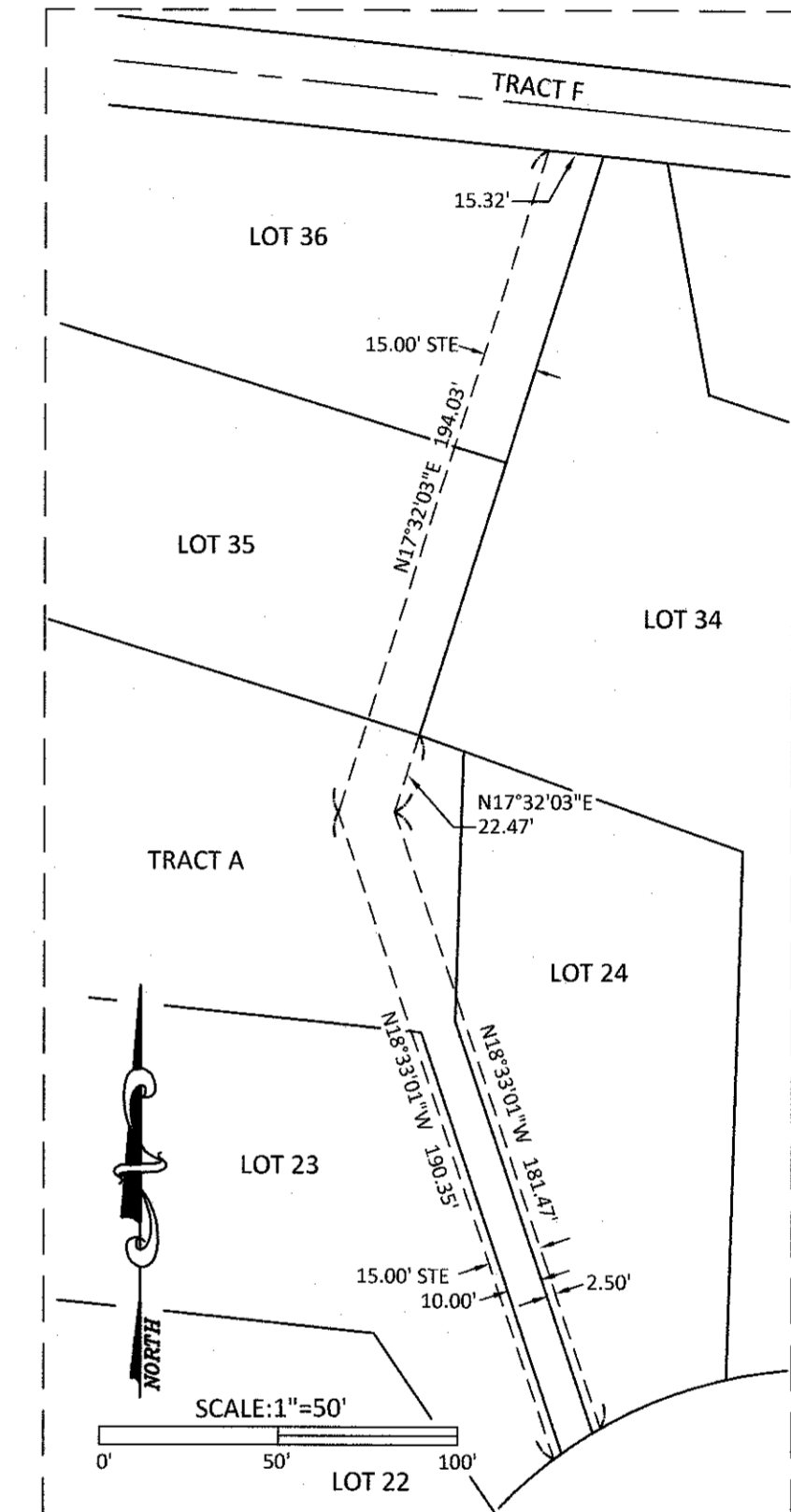
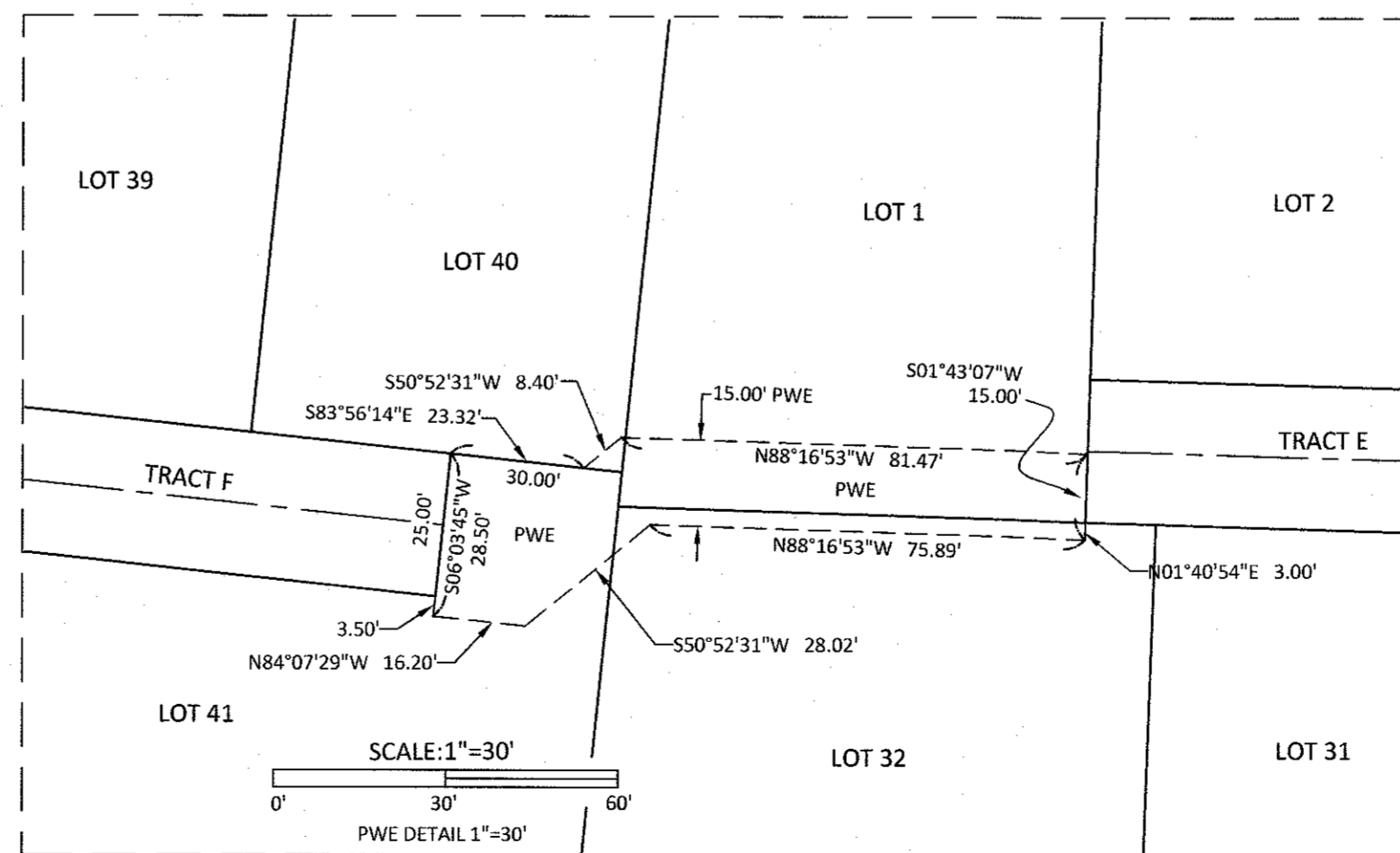
6445 SW FALLBROOK PLACE, SUITE 100
BEAVERTON, OREGON 97008
TEL: (503) 746-8812
FAX: (503) 639-9592
www.emeriodesign.com
EMERIO JOB: 0200-009

DENALI SUMMIT
 LOCATED IN THE
 S.W. 1/4 OF SECTION 33, T.2S., R.1W., W.M.
 CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON
 APRIL 29, 2021
 PREPARED FOR: JACOB MILLER, DENNIS AND PAULA YUZON

RECORDED AS DOCUMENT NO. _____



LEGEND
 SF SQUARE FEET
 STE STORM SEWER EASEMENT TO BENEFIT THE CITY OF SHERWOOD
 PPE PUBLIC PEDESTRIAN EASEMENT
 PWE PRIVATE WATER LINE EASEMENT TO BENEFIT LOTS 1 AND 32
 PUE PUBLIC UTILITY EASEMENT



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

 OREGON
 JANUARY 15, 1987
 JON T. FEIGION
 2252
 RENEWAL 12-31-21

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6445 SW FALLBROOK PLACE, SUITE 100
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DENALI SUMMIT
LOCATED IN THE
S.W. 1/4 OF SECTION 33, T.2S., R.1W., W.M.
CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON

RECORDED AS DOCUMENT NO. _____

APRIL 29, 2021

PREPARED FOR: JACOB MILLER, DENNIS AND PAULA YUZON

SURVEYOR'S CERTIFICATE

I, JON T. FEIGION HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THE PLAT OF "DENALI SUMMIT", LOCATED IN THE S.W. 1/4 OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT WHERE I SET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "EMERIO DESIGN" WHICH BEARS NORTH 89°33'14" EAST, 40.85 FEET FROM A 2" BRASS DISK FOUND AT THE WEST 1/4 CORNER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 1 WEST, OF THE WILLAMETTE MERIDIAN, SAID INITIAL POINT BEING
ON THE EASTERLY RIGHT OF WAY LINE OF S.W. MURDOCK ROAD (35.0 FEET FROM CENTERLINE) AT THE POINT OF INTERSECTION WITH THE NORTH LINE OF THAT TRACT OF LAND CONVEYED TO TIMOTHY M. MILLER BY DEED RECORDED AS DOCUMENT NO. 2012-047854, WASHINGTON COUNTY DEED RECORDS;

THENCE ALONG THE NORTH LINE OF SAID MILLER TRACT, NORTH 89°33'14" EAST, 692.07 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND CONVEYED TO DENNIS A. YUZON AND PAULA B. YUZON BY DEED RECORDED AS DOCUMENT NO. 87-011209, WASHINGTON COUNTY DEED RECORDS; THENCE ALONG THE NORTH LINE OF SAID YUZON TRACT, NORTH 89°27'59" EAST, 580.35 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE EAST LINE OF SAID YUZON TRACT, SOUTH 00°48'11" EAST, 438.94 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID YUZON TRACT, SOUTH 54°34'03" WEST, 797.89 FEET TO THE MOST SOUTHERLY CORNER OF SAID YUZON TRACT, BEING ON THE NORTHERLY RIGHT OF WAY LINE OF S.W. IRONWOOD LANE (25.00 FEET FROM CENTERLINE)); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, NORTH 65°41'43" WEST, 38.14 FEET TO THE SOUTHEAST CORNER OF THE PLAT OF "DENALI MEADOWS"; THENCE ALONG THE EASTERLY LINE OF SAID "DENALI MEADOWS", NORTH 24°18'17" EAST, 23.86 FEET TO THE MOST EASTERLY CORNER OF TRACT E OF SAID "DENALI MEADOWS"; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT E, NORTH 65°41'52" WEST, 270.01 FEET TO THE EASTERLY LINE OF SAID "DENALI MEADOWS"; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING THREE COURSES:
NORTH 05°53'10" EAST, 360.00 FEET, NORTH 09°02'41" WEST, 139.67 FEET, AND NORTH 05°53'10" EAST, 210.30 FEET TO THE NORTHEAST CORNER OF SAID "DENALI MEADOWS"; THENCE ALONG THE NORTH LINE OF SAID "DENALI MEADOWS", SOUTH 89°32'49" WEST, 384.95 FEET TO THE EASTERLY RIGHT OF WAY LINE OF S.W. MURDOCK ROAD (35.00 FEET FROM CENTERLINE); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, 40.94 FEET ON THE ARC OF A NONTANGENT 442.46 FOOT RADIUS CURVE (THE RADIUS POINT BEARS NORTH 74°40'18"EAST) THROUGH A CENTRAL ANGLE OF 05°18'04" (THE CHORD BEARS NORTH 12°40'40" WEST, 40.92 FEET TO THE INITIAL POINT.

CONTAINING 656,580 SQUARE FEET, MORE OR LESS.

AS PER O.R.S. 92.070 (2), I ALSO CERTIFY THAT THE POST MONUMENTATION OF THE REMAINING CORNERS IN THIS SUBDIVISION WILL BE ACCOMPLISHED WITHIN 90 CALENDAR DAYS OF PAVING IMPROVEMENTS OR ONE YEAR FOLLOWING THE ORIGINAL PLAT RECORDATION, WHICHEVER COMES FIRST, IN ACCORDANCE WITH O.R.S. 92.060.

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS THAT JACOB MILLER, LLC, AN OREGON LIMITED LIABILITY COMPANY, AND DENNIS A. YUZON AND PAULA B. YUZON ARE THE OWNERS OF THE LAND SHOWN ON THE ANNEXED MAP AND PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, AND HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED INTO LOTS AND TRACTS AS SHOWN IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 92 OF THE OREGON REVISED STATUTES, AND DO HEREBY GRANT ALL EASEMENTS AS SHOWN OR NOTED HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC ALL RIGHTS OF WAY.

JACOB MILLER, LLC, AN OREGON LIMITED LIABILITY COMPANY

BY: JACOB P. MILLER, MANAGING MEMBER

DENNIS A. YUZON PAULA B. YUZON



RENEWAL 12-31-21

ACKNOWLEDGEMENT

STATE OF OREGON)
)SS
COUNTY OF WASHINGTON)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____, 20____
BY JACOB P. MILLER AS MANAGING MEMBER OF JACOB MILLER, LLC, AN OREGON LIMITED LIABILITY COMPANY.

NOTARY SIGNATURE _____

NOTARY PUBLIC - OREGON _____

COMMISSION NO. _____

MY COMMISSION EXPIRES: _____

ACKNOWLEDGEMENT

STATE OF OREGON)
)SS
COUNTY OF WASHINGTON)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____, 20____
BY DENNIS A. YUZON AND PAULA B. YUZON.

NOTARY SIGNATURE _____

NOTARY PUBLIC - OREGON _____

COMMISSION NO. _____

MY COMMISSION EXPIRES: _____

PLAT NOTES

- 1. THIS PLAT IS SUBJECT TO THE CONDITIONS OF APPROVAL PER CITY OF SHERWOOD CASE FILE NO. LU 2020-013 SUB, PUD.
- 2. TRACTS A, C, AND G ARE PRIVATE OPEN SPACE TRACTS, AND ARE SUBJECT TO A PUBLIC PEDESTRIAN EASEMENT OVER THEIR ENTIRETY, AND HAVE BEEN CONVEYED TO THE DENALI SUMMIT HOMEOWNER'S ASSOCIATION IN DOCUMENT NO. 2021-_____, WASHINGTON COUNTY DEED RECORDS.
- 3. TRACT B IS A WATER QUALITY TRACT AND IS SUBJECT TO A STORM SEWER, SURFACE WATER, DRAINAGE AND DETENTION EASEMENT TO THE CITY OF SHERWOOD OVER ITS ENTIRETY.
- 4. TRACT D IS A PRIVATE STREET TRACT AND IS SUBJECT TO A PRIVATE ACCESS AND UTILITY EASEMENT TO BENEFIT LOTS 31-33 OVER ITS ENTIRETY. TRACT D IS SUBJECT TO STORM SEWER, SANITARY SEWER, AND WATER EASEMENT TO BENEFIT THE CITY OF SHERWOOD OVER ITS ENTIRETY.
- 5. TRACT E IS A PRIVATE STREET TRACT AND IS SUBJECT TO A PRIVATE ACCESS AND UTILITY EASEMENT TO BENEFIT LOTS 1-3 OVER ITS ENTIRETY. TRACT E IS SUBJECT TO STORM SEWER, SANITARY SEWER, AND WATER EASEMENT TO BENEFIT THE CITY OF SHERWOOD OVER ITS ENTIRETY.
- 6. TRACT F IS A PRIVATE STREET TRACT AND IS SUBJECT TO A PRIVATE ACCESS AND UTILITY EASEMENT TO BENEFIT LOTS 1-3 OVER ITS ENTIRETY. TRACT F IS SUBJECT TO STORM SEWER, SANITARY SEWER, AND WATER EASEMENT TO BENEFIT THE CITY OF SHERWOOD OVER ITS ENTIRETY.
- 7. CONDITIONS, COVENANTS AND RESTRICTIONS HAVE BEEN RECORDED AS DOCUMENT NO. _____, WASHINGTON COUNTY DEED RECORDS.

REMAINING CORNER MONUMENTATION

IN ACCORDANCE WITH O.R.S. 92.070, THE REMAINING CORNERS OF THIS SUBDIVISION HAVE BEEN SET WITH PROPER MONUMENTS. AN AFFIDAVIT HAS BEEN PREPARED REGARDING THE SETTING OF SAID MONUMENTS AND IS RECORDED IN DOCUMENT NO. _____, WASHINGTON COUNTY RECORDS.

APPROVED THIS ____ DAY OF _____, 20____

WASHINGTON COUNTY SURVEYOR _____

CITY OF SHERWOOD APPROVALS

APPROVED THIS ____ DAY OF _____, 20____

COMMUNITY DEVELOPMENT DIRECTOR
CITY OF SHERWOOD

BY: _____

WASHINGTON COUNTY APPROVALS

APPROVED THIS ____ DAY OF _____, 20____

WASHINGTON COUNTY SURVEYOR

BY: _____

APPROVED THIS ____ DAY OF _____, 20____

WASHINGTON COUNTY BOARD OF DIRECTORS

BY: _____

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY O.R.S. 92.095 HAVE BEEN PAID AS OF THIS ____ DAY OF _____, 20____.
DIRECTOR OF ASSESSMENT AND TAXATION
(WASHINGTON COUNTY ASSESSOR)

BY: _____

DEPUTY

ATTEST THIS ____ DAY OF _____, 20____

DIRECTOR OF ASSESSMENT AND TAXATION
EX-OFFICIO COUNTY CLERK

BY: _____

DEPUTY

STATE OF OREGON)
)SS
COUNTY OF WASHINGTON)

I DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT WAS RECEIVED FOR RECORD ON THIS ____ DAY OF _____, 20____, AT ____ O'CLOCK ____ M., AND RECORDED IN THE COUNTY CLERK RECORDS.

DEPUTY COUNTY CLERK _____



6445 SW FALLBROOK PLACE, SUITE 100
BEAVERTON, OREGON 97008
TEL: (503) 746-8812
FAX: (503) 639-9592
www.emeriodesign.com
EMERIO JOB: 0200-008



Home of the Tualatin River National Wildlife Refuge

Case No. _____
Fee _____
Receipt # _____
Date _____
TYPE _____

City of Sherwood Application for Land Use Action

Type of Land Use Action Requested: (check all that apply)

- Annexation
- Plan Amendment (Proposed Zone _____)
- Planned Unit Development
- Site Plan (square footage of building and parking area)
- Variance (list standards to be varied in description)
- Conditional Use
- Partition (# of lots _____)
- Subdivision (# of lots _____)
- Other: Final Development Plan/Final Plat

By submitting this form the Owner, or Owner's authorized agent/ representative, acknowledges and agrees that City of Sherwood employees, and appointed or elected City Officials, have authority to enter the project site at all reasonable times for the purpose of inspecting project site conditions and gathering information related specifically to the project site.

Note: See City of Sherwood current Fee Schedule, which includes the "Publication/Distribution of Notice" fee, at www.sherwoodoregon.gov. Click on Government/Finance/Fee Schedule.

Owner/Applicant Information:

Applicant: Emerio Design, LLC - Steve Miller Phone: (541) 318-7487 Cell
 Applicant Address: 6445 SW Fallbrook Pl. #100, Beaverton, OR 97008 Email: stevem@emeriodesign.com
 Owner: J.T. Roth Construction, Inc. Phone: (503) 639 2639
 Owner Address: 12600 SW 72nd Ave. #200, Portland, OR 97223 Email: timr@jtrothinc.com
 Contact for Additional Information: Tim Roth

Property Information:

Street Location: 23120 SW Murdock Rd.
 Tax Lot and Map No: 2S133CB; Tract E
 Existing Structures/Use: Vacant
 Existing Plan/Zone Designation: VLDR
 Size of Property(ies) 6,177 Sq. Ft.

Proposed Action:

Purpose and Description of Proposed Action:

Final Development Plan and Final Plat for the Denali Submit PUD

Proposed Use: 41 Lot residential PUD

Proposed No. of Phases (one year each): 1

LAND USE APPLICATION FORM

Authorizing Signatures:

I am the owner/authorized agent of the owner empowered to submit this application and affirm that the information submitted with this application is correct to the best of my knowledge.

I further acknowledge that I have read the applicable standards for review of the land use action I am requesting and understand that I must demonstrate to the City review authorities compliance with these standards prior to approval of my request.

Applicant's Signature

Date



Owner's Signature

3-8-21

Date

The following materials must be submitted with your application or it will not be accepted at the counter. Once taken at the counter, the City has up to 30 days to review the materials submitted to determine if we have everything we need to complete the review. Applicant can verify submittal includes specific materials necessary for the application per checklist.

- 3 Copies of Application Form*** completely filled out and signed by the property owner (or person with authority to make decisions on the property).
- Copy of Deed** to verify ownership, easements, etc.
- At least 3 folded** sets of plans*
- At least 3 copies** of narrative addressing application criteria*
- Fee** (along with calculations utilized to determine fee if applicable)
- Neighborhood Meeting Verification** including affidavit, sign-in sheet and meeting summary (required for Type III, IV and V projects)

* **Note** that the required numbers of copies identified on the checklist are required for completeness; however, upon initial submittal applicants are encouraged to submit only 3 copies for completeness review. Prior to completeness, the required number of copies identified on the checklist and one full electronic copy will be required to be submitted.



Home of the Tualatin River National Wildlife Refuge

Case No. _____
Fee _____
Receipt # _____
Date _____
TYPE _____

City of Sherwood Application for Land Use Action

Type of Land Use Action Requested: (check all that apply)

- Annexation
- Plan Amendment (Proposed Zone _____)
- Planned Unit Development
- Site Plan (square footage of building and parking area)
- Variance (list standards to be varied in description)
- Conditional Use
- Partition (# of lots _____)
- Subdivision (# of lots _____)
- Other: Final Development Plan/Final Plat

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Owner/Applicant Information:

Applicant: Emerio Design, LLC - Steve Miller Phone: (541) 318-7487 Cell
 Applicant Address: 6445 SW Fallbrook Pl. #100, Beaverton, OR 97008 Email: stevem@emeriodesign.com
 Owner: Dennis and Paula Yuzon Phone: _____
 Owner Address: 123120 SW Murdock Rd., Sherwood, OR Email: Dennisyuzon99@gmail.com
 Contact for Additional Information: Dennis Yzon

Property Information:

Street Location: 23120 SW Murdock Rd.
 Tax Lot and Map No: 2S133CB; Tax Lot 100
 Existing Structures/Use: Single-Family Residential
 Existing Plan/Zone Designation: VLDR
 Size of Property(ies) 9.95 Acres

Proposed Action:

Purpose and Description of Proposed Action:

Final Development Plan and Final Plat for the Denali Submit PUD

Proposed Use: 41 Lot residential PUD

Proposed No. of Phases (one year each): 1

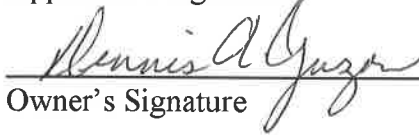
LAND USE APPLICATION FORM

Authorizing Signatures:

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I further acknowledge that I have read the applicable standards for review of the land use action I am requesting and understand that I must demonstrate to the City review authorities compliance with these standards prior to approval of my request.

Applicant's Signature



Owner's Signature

Date



Date

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3 Copies of Application Form* completely filled out and signed by the property owner (or person with authority to make decisions on the property).

Copy of Deed to verify ownership, easements, etc.

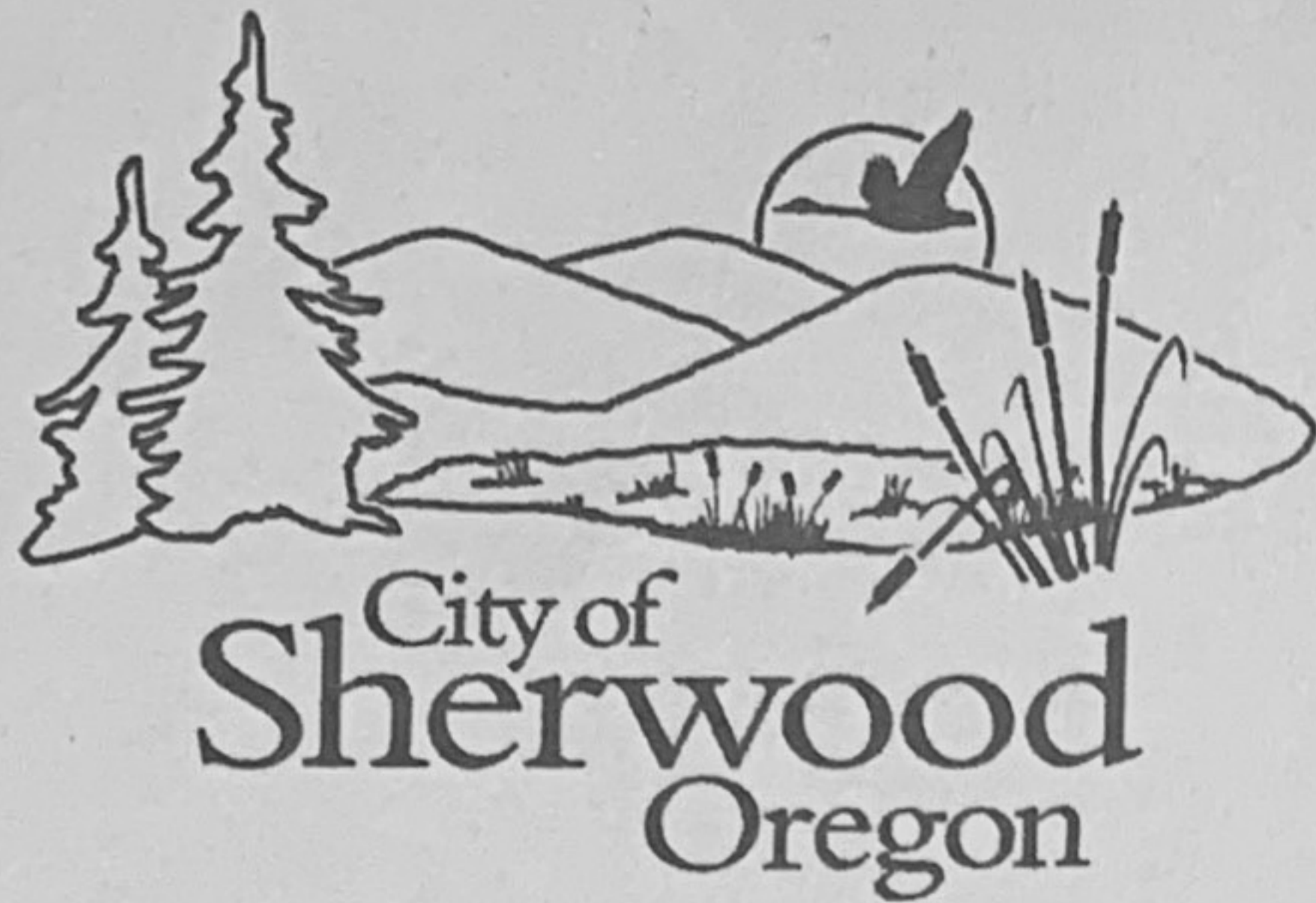
At least 3 folded sets of plans*

At least 3 copies of narrative addressing application criteria*

Fee (along with calculations utilized to determine fee if applicable)

Neighborhood Meeting Verification including affidavit, sign-in sheet and meeting summary (required for Type III, IV and V projects)

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Home of the Tualatin River National Wildlife Refuge

RECEIVED
MAR 08 2021

City of Sherwood
Planning Dept.

Case No. LU2020-013

Fee 1901.

Receipt # 071105

Date 03.08.21

TYPE Final Site Plan & Plat

City of Sherwood

Application for Land Use Action

Type of Land Use Action Requested: (check all that apply)

- Annexation
- Plan Amendment (Proposed Zone _____)
- Planned Unit Development
- Site Plan (square footage of building and parking area)
- Variance (list standards to be varied in description)
- Conditional Use
- Partition (# of lots _____)
- Subdivision (# of lots _____)
- Other: Final Dev. Plan / Final Plat

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Owner/Applicant Information:

Applicant: Emerio Design LLC / Steve Miller

Applicant Address: 6445 SW Fallbrook Pl. #100

Owner: JACOB MILLER LLC

Owner Address: 23008 SW MURDOCK RD SHERWOOD

Contact for Additional Information: BRAD MILLER 503-544-6783

Cell (541) 318-7487

Phone: (541) 318-7487

Email: SteveM@emeriodesign.com

Phone: 503 515 9281

Email: MILLER.KTM450@GMAIL

Property Information:

Street Location: 23008 & 23120 SW Murdock Rd.

Tax Lot and Map No: 25133CB, TL 100, 200 & Tract E

Existing Structures/Use: 2 Dwellings

Existing Plan/Zone Designation: VLDR

Size of Property(ies) 15.27 AC

Proposed Action:

Purpose and Description of Proposed Action:

Final Dev Plan & Final Plat for Denali Summit PUD

Proposed Use: 41 Lot PUD


Proposed No. of Phases (one year each): 1

LAND USE APPLICATION FORM

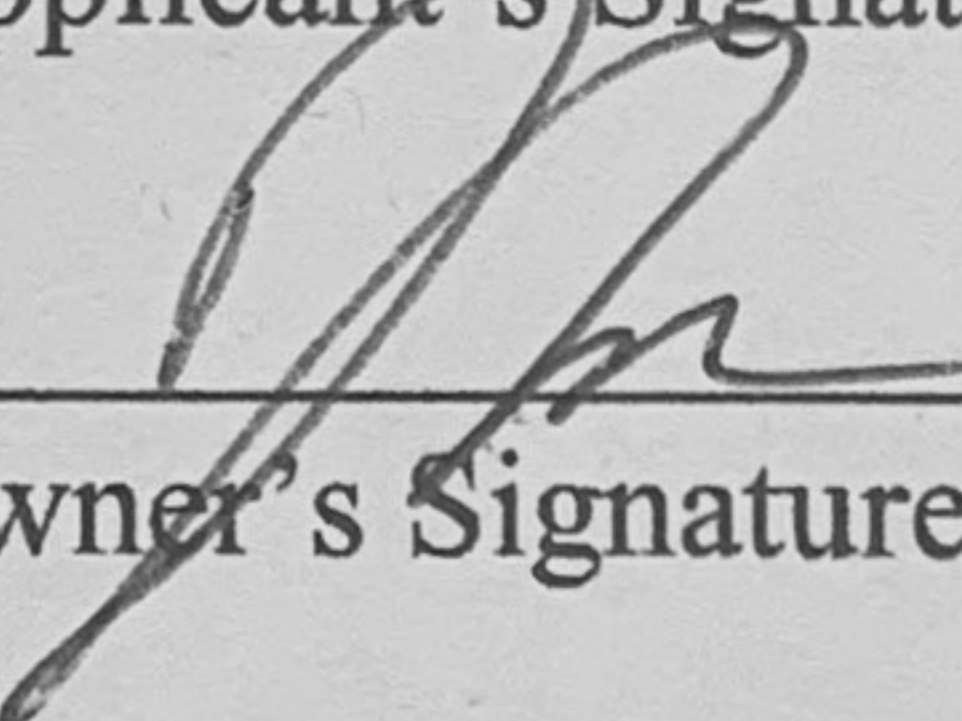
Authorizing Signatures:

I am the owner/authorized agent of the owner empowered to submit this application and affirm that the information submitted with this application is correct to the best of my knowledge.

I further acknowledge that I have read the applicable standards for review of the land use action I am requesting and understand that I must demonstrate to the City review authorities compliance with these standards prior to approval of my request.


Applicant's Signature

3/8/2021
Date


Owner's Signature

3/5/2021
Date

The following materials must be submitted with your application or it will not be accepted at the counter. Once taken at the counter, the City has up to 30 days to review the materials submitted to determine if we have everything we need to complete the review. Applicant can verify submittal includes specific materials necessary for the application per checklist.

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- At least 3 folded sets of plans***
- At least 3 copies** of narrative addressing application criteria*
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* Note that the required numbers of copies identified on the checklist are required for completeness; however, upon initial submittal applicants are encouraged to submit only 3 copies for completeness review. Prior to completeness, the required number of copies identified on the checklist and one full electronic copy will be required to be submitted.

Preliminary Report

Fidelity National Title - Oregon

File No.: 45142106527

Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Fidelity National Title LiveLOOK report, Click Here](#)



Effortless, Efficient, Compliant, and Accessible



THIS REPORT IS ISSUED BY THE ABOVE-NAMED COMPANY ("THE COMPANY") FOR THE EXCLUSIVE USE OF THE FOLLOWING CUSTOMER:

Fidelity National Title Company of Oregon
Phone No.:

Date Prepared: February 26, 2021
Effective Date: February 22, 2021 / 08:00 AM
Charge: \$350.00
Order No.: 45142106527
Reference: DENALI SUMMIT

The information contained in this report is furnished to the Customer by Fidelity National Title Company of Oregon (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. This report is not title insurance, is not a preliminary title report for title insurance, and is not a commitment for title insurance. No examination has been made of the Company's records, other than as specifically set forth in this report ("the Report"). Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the Customer, and the Company will have no greater liability by reason of this report. This report is subject to the Definitions, Conditions and Stipulations contained in it.

REPORT

- A. The Land referred to in this report is located in the County of Washington, State of Oregon, and is described as follows:
As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.
- B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:
As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof.
- C. As of the Effective Date and according to the Public Records, we find title to the land apparently [vested in:](#)
As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.
- D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:
As fully set forth on Exhibit "D" attached hereto and by this reference made a part hereof.

EXHIBIT "A"
(Land Description)

PARCEL 1:

A portion of that certain tract of land in the Southwest quarter of Section 33, Township 2 South, Range 1 West, Willamette Meridian, in the City of Sherwood, County of Washington and State of Oregon, described in that certain contract to Brian Reed Puzziss recorded as Document No. 83019057, Washington County, Oregon, Deed Records, said portion being more particularly described as follows:

Beginning at an iron rod on the South line of said Puzziss Tract, which point bears South 65°41'52" East 409.25 feet from the Southwest corner thereof, and running thence North 05°53'10" East 360.00 feet to an iron rod; thence North 09°02'41" West 139.67 feet to an iron rod; thence North 05°53'10" East 210.00 feet to an iron rod, which bears Southerly 40.00 feet (when measured at right angles) from the North line of the Southwest quarter of said Section 33; thence South 89°29'17" West, parallel with said North line, 390.00 feet to a point on the Easterly right-of-way line of Murdock Road (County Road No. 2257); thence Northwesterly, along a 447.46 foot radius curve to the right (the long chord of which bears North 12°37'04" West 40.91 feet) 40.92 feet, to a point on the North line of said Southwest quarter; thence along the boundary of said Puzziss tract, North 89°29'17" East 697.05 feet, South 05°53'10" West 863.26 feet and North 65°41'52" West 270.00 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the City of Sherwood in Right-of-Way Dedication recorded October 28, 2020, [Recording No. 2020-107528](#).

PARCEL 2:

A tract of land located in the Southwest one-quarter of Section 33, Township 2 South, Range 1 West, of the Willamette Meridian, City of Sherwood, Washington County, Oregon, being more particularly described as follows:

Beginning at the Northeast corner of that tract of land conveyed to Dennis A. Yuzon and Paula B. Yuzon by assignment of interest in Document No. 86-052739 and by deed recorded as Document No. 87-011209, Washington County Deed Records; thence along the East line of said Yuzon tract, South 00°48'11" East, 438.94 feet to the Southeast corner thereof; thence along the Southerly line of said Yuzon tract, South 54°34'03" West, 797.89 feet to the most Southerly corner of said Yuzon tract; thence along the Southerly line of said Yuzon tract, North 65°41'43" West, 38.14 feet; thence North 24°18'17" East, 23.86 feet to the Southeast corner of the land described in [Document No. 2012-047854](#), Washington County Deed Records; thence along the West line of said Yuzon tract, North 05°53'23" East, 863.18 feet to the North line of said Yuzon tract; thence along said North line, North 89°27'59" East, 580.35 feet to the point of beginning.

Fidelity National Title Company of Oregon
Public Record Report for New Subdivision or Land Partition
Order No. 45142106527

EXHIBIT "B"
(Tax Account and Map)

[APN/Parcel ID\(s\) R1292443 and R1449882 as well as Tax/Map ID\(s\) 2S133CB00100 and 2S133CB00200](#)

Fidelity National Title Company of Oregon
Public Record Report for New Subdivision or Land Partition
Order No. 45142106527

EXHIBIT "C"
(Vesting)

Jacob Miller, LLC, an Oregon limited liability company which acquired title as Jacob Miller, LLC, as to Parcel 1 and
Dennis A. Yuzon and Paula B. Yuzon, as tenants by the entirety, as to Parcel 2

EXHIBIT "D"
(Liens and Encumbrances)

SPECIFIC ITEMS AND EXCEPTIONS:

1. City Liens, if any, in favor of the City of Sherwood.
2. Rights of the public to any portion of the Land lying within streets and roads

THE FOLLOWING EXCEPTIONS AFFECT PARCEL 1:

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Hazel E. Foster
Purpose: Utilities
Recording Date: November 13, 1986
[Recording No: 86-052740](#)
Affects: Reference is hereby made to said document for full particulars

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Portland General Electric Company
Purpose: Underground distribution line
Recording Date: December 8, 1989
[Recording No: 89-059742](#)
Affects: As described therein 6 feet in width

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Portland General Electric
Purpose: Utilities
Recording Date: September 10, 2020
[Recording No: 2020-087516](#)

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Sherwood
Purpose: Public utility
Recording Date: October 28, 2020
[Recording No: 2020-107527](#)
Affects: As described therein

THE FOLLOWING EXCEPTIONS AFFECT PARCEL 2:

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Pacific Telephone and Telegraph Company
Purpose: Anchor
Recording Date: April 28, 1917
Recording No: [Book 108 Page 555](#)
Affects: Exact location not stated

EXHIBIT "D"
(Liens and Encumbrances)
(continued)

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Pacific Telephone and Telegraph Company
Purpose: Power poles
Recording Date: August 14, 1948
Recording No: [Book 288 Page 4](#)
Affects: Exact location not stated

9. Waiver of Remonstrance and Consent to Local Improvement District:

Purpose: Sewer improvement
Recording Date: May 17, 1983
Recording No.: 83016886

10. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: June 7, 1983
Recording No: 83019568

11. Waiver of Remonstrance and Consent to Local Improvement District:

Purpose: Road Improvement and Maintenance
Recording Date: October 22, 1990
[Recording No.: 90-58454](#)

12. Waiver of Remonstrance and Consent to Local Improvement District:

Purpose: Mineral and aggregate resource extraction and processing activities
Recording Date: December 6, 1990
[Recording No.: 90-66953](#)

13. Conditions and restrictions as established by the City of Sherwood:

Purpose: Zoning Designation of Very Low Density Residential
Resolution No.: 2006-050
Recording Date: September 18, 2006
[Recording No.: 2006-110847](#)

EXHIBIT "D"
(Liens and Encumbrances)
(continued)

14. Waiver of Remonstrance and Consent to Local Improvement District:

Purpose: Future public dedication and construction of certain public street and utility improvements
Recording Date: March 31, 2020
Recording No.: [2020-026894](#)
Affects: Additional property also

15. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: 0200-008
Dated: March 26, 2020
Prepared by: EMERIO Design
Matters shown: Wire fence encroachment along North portion

THE FOLLOWING EXCEPTIONS AFFECT ALL PARCELS:

16. Terms and provisions of Consent Judgments, entered in the Circuit Court for Washington County, Oregon

Case No.: 20CV18249
Entered: June 4, 2020
Plaintiff: State of Oregon, Richard Whitman, Director Department of Environmental Quality
Defendant: Jacob Miller, LLC

17. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review.

18. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.

****End of Liens & Encumbrances****

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2020-2021
Amount: \$8,780.20
Levy Code: 088.10
Account No.: [R1292443](#)
Map No.: 2S133CB00100
Affects: Parcel 2

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EXHIBIT "D"
(Liens and Encumbrances)
(continued)

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2020-2021
Amount: \$10,147.01
Levy Code: 088.10
Account No.: [R1449882](#)
Map No.: 2S133CB00200
Affects: Parcel 1

BOUNDARY DOCUMENTS

Plat Ironwood Acres No. 2
Plat Fair Oaks
Deed 96015626
Deed 2020-027916

DEFINITIONS, CONDITIONS AND STIPULATIONS

1. **Definitions.** The following terms have the stated meaning when used in this report:
 - (a) "Customer": The person or persons named or shown as the addressee of this report.
 - (b) "Effective Date": The effective date stated in this report.
 - (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
 - (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.
2. **Liability of Company.**
 - (a) This is not a commitment to issue title insurance and does not constitute a policy of title insurance.
 - (b) The liability of the Company for errors or omissions in this public record report is limited to the amount of the charge paid by the Customer, provided, however, that the Company has no liability in the event of no actual loss to the Customer.
 - (c) No costs (including without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
 - (d) In any event, the Company assumes no liability for loss or damage by reason of the following:
 - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
 - (2) Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
 - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
 - (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
 - (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights or claims or title to water.
 - (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.
3. **Report Entire Contract.** Any right or action or right of action that the Customer may have or may bring against the Company arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of the Company. By accepting this form report, the Customer acknowledges and agrees that the Customer has elected to utilize this form of public record report and accepts the limitation of liability of the Company as set forth herein.
4. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

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IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY

Grantor's Name & Address:

Timothy M. Miller
3667 SW Pumice Stone Ave.
Redmond, OR 97756

Grantee's Name & Address:

Jacob Miller, LLC
18025 SW Brookman Rd.
Sherwood, OR 97140

After Recording Return To:

Bradley T. Miller
18025 SW Brookman Rd.
Sherwood, OR 97140

Send All Tax Statements To:

Jacob Miller, LLC
18025 SW Brookman Rd.
Sherwood, OR 97140

Washington County, Oregon

07/23/2020 10:43:55 AM

D-DBS

Cnt=1 Stn=6 M FERNANDES

\$5.00 \$5.00 \$11.00 \$60.00 \$383.00 - Total = \$464.00

2020-067336



I, Margaret Garza, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.



Margaret Garza, Director of Assessment and Taxation, Ex-Officio County Clerk

Bargain & Sale Deed

KNOW BY ALL THESE PRESENTS that Timothy M. Miller, hereafter called Grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto: Jacob Miller, LLC hereinafter called Grantee, and unto Grantee's heirs, successors and assigns, all of that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Washington County, State of Oregon described as follows:

A portion of that certain tract of land in the Southwest quarter of Section 33, Township 2 South, Range 1 West, Willamette Meridian, in the City of Sherwood, County of Washington and State of Oregon, described in that certain contract to Brian Reed Puzsiss recorded as Document No. 83019057, Washington County, Oregon, Deed Records, said portion being more particularly described as follows:

Beginning at an iron rod on the South line of said Puzsiss Tract, which point bears South 65° 41' 52" East 409.25 feet from the Southwest corner thereof, and running thence North 05° 53' 10" East 360.00 feet to an iron rod; thence North 09° 02' 41" West 139.67 feet to an iron rod; thence North 05° 53' 10" East 210.00 feet to an iron rod, which bears Southerly 40.00 feet (when measured at right angles) from the North line of the Southwest quarter of said Section 33; thence South 89° 29' 17" West, parallel with said North line, 390.00 feet to a point on the Easterly right-of-way line of Murdock Road (County Road No. 2257); thence Northwesterly, along a 447.46 foot radius curve to the right (the long chord of which bears North 12° 37' 04" West 40.91 feet) 40.92 feet, to a point on the North line of said Southwest quarter; thence along the boundary of said Puzsiss tract, North 89° 29' 17" East 697.05 feet, South 05° 53' 10" West 863.26 feet and North 65° 41' 52" West 270.00 feet to the point of beginning.

Commonly referred to as: 23008 SW Murdock Road, Sherwood, Oregon 97140.

To have and to hold the same unto Grantee and Grantee's heirs, successors and assigns forever, actual consideration paid for this transfer in terms of dollars is: \$382,500.00. In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and individuals.

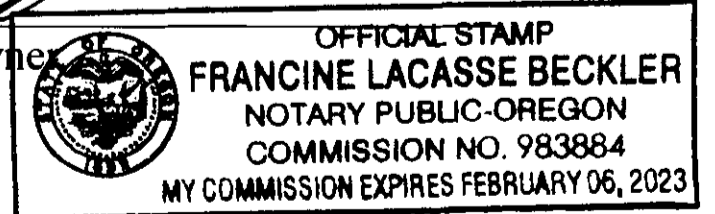
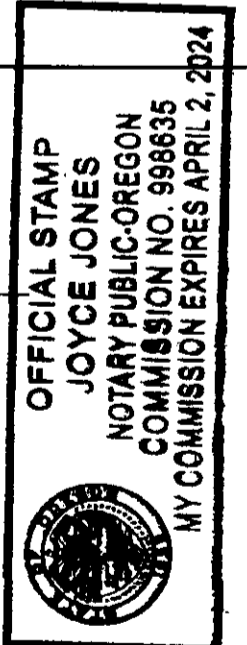
IN WITNESS WHEREOF, Grantor has executed this instrument on 8th day of July, 2020; any signature on behalf of a business or other entity is made with the authority of that entity.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010

Timothy M. Miller

JACOB MILLER, LLC

By: Jacob Miller, Owner



STATE OF OREGON COUNTY OF: Clackamas

The foregoing instrument was acknowledged before me, Francine Lacasse Beckler, a notary public in and for the State of Oregon by Jacob Miller.
On 17th day of July, 2020.
My Commission Expires: 2-6-2023

STATE OF OREGON COUNTY OF: Deschutes

The foregoing instrument was acknowledged before me, Joyce Jones, a notary public in and for the State of Oregon by Timothy M. Miller.
On 8th day of July, 2020.
My Commission Expires: 4/2/24

AFTER RECORDING RETURN TO:
Bradley T. Miller
18025 SW Brookman Rd.
Sherwood, OR 97140

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR DENALI SUMMIT**

Declarant: Jacob Miller, LLC

(Bylaws of Denali Summit Homeowners Association attached as Exhibit "A")

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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR DENALI SUMMIT**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR DENALI SUMMIT ("Declaration") is made by JACOB MILLER, LLC, an Oregon Limited Liability Company ("Declarant").

Recitals

This is the Declaration of Protective Covenants, Conditions and Restrictions for Denali Summit. No Lots have been sold to third parties.

Jacob Miller, LLC an Oregon Limited Liability Company, platted the real property known as Denali Summit in the City of Sherwood, Washington County, Oregon. The following real property shall be subject to this Declaration:

Lots 17-25 and 34-41, inclusive, and Tracts A, F, G as shown on the plat map of Denali Summit (the "Property") recorded on _____ in Washington County, Oregon, Deed Records as Document No. _____.

Tracts A and G are useable common area. Tract F is a private street.

Declarant intends to make Denali Summit as a Class I planned community pursuant to the Oregon Planned Community Act. To establish Denali Summit as a planned community, 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 Lots and Common Area in Denali Summit. The site underwent remedial clean-up action through the Oregon Department of Environmental Quality ("ODEQ") to ensure any hazardous materials on site did not present a danger to public health or the environment.

Declarant has deemed it desirable for the efficient preservation of the values and amenities in Denali Summit to create a nonprofit corporation, to which will be delegated and assigned the powers and authority to own, maintain and administer the Common Area, to maintain the Commonly Maintained Property, to administer and enforce the covenants, conditions, and restrictions of this Declaration, and to collect and disburse the assessments and charges hereinafter created.

NOW THEREFORE, Declarant declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the Oregon Planned Community Act as may be amended from time to time (ORS 94.550 to 94.783) and subject to the following covenants, conditions, restrictions, easements, charges and liens, which shall run with the land, which shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, and which shall inure to the benefit of the Association and of each Owner.

DEFINITIONS

1.1 "Additional Property" shall mean and refer to any Lots and Common Area Tracts which may be subsequently annexed to Denali Summit and subjected to this Declaration.

1.2 "Architectural Review Committee" or "ARC" shall refer to that committee constituted and acting pursuant to Article 6 of this Declaration.

1.1 "Articles" shall mean the Articles of Incorporation for the nonprofit corporation, Denali Summit Homeowners Association, as filed with the Oregon Secretary of State.

1.2 "Association" shall mean and refer to Denali Summit Homeowners Association, its successors and assigns.

1.3 "Board" shall mean the Board of Directors of the Association.

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

1.5 "Common Area" shall mean and refer to Tracts A, F and G as shown on the recorded Plat of the Property, including any irrigation systems and improvements located thereon and any Common Area created by annexation of Additional Property and designation of all as a portion of such property as common area by a supplemental declaration and plat or by acquisition of any common property by the Association.

1.6 "Commonly Maintained Property" shall mean any property owned by a person or entity other than the Association for which the Association has the obligation to maintain, repair and replace. Commonly Maintained Property shall include, but not be limited to, the private driveway access easement located on Tract F and G.

1.7 "Declaration" shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration.

1.8 "Declarant" shall mean and refer to Jacob Miller, LLC, an Oregon Limited Liability Company, and its successors or assigns, or any successor or assign to all or the remainder of its interest in the Property.

1.9 "Denali Summit" shall mean Lots 17-41 of the Property and Tracts as designated on the Plat of Denali Summit, and any Lots or Tracts subsequently annexed to Denali Summit.

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

1.10.1 "Lot" shall mean and refer to each and any of Lots 17-25, AND 34-41, and any additional Lots subsequently annexed to Denali Summit; provided, however, that "Lot" shall not include any Tracts.

1.11 "Members" shall mean and refer to the Owners of Lots in Denali Summit.

1.12 "Mortgage" means a recorded first mortgage, first trust deed, a first contract of sale that creates a first lien against a Lot, and "mortgagee" means the holder, beneficiary or vendor of such mortgage, trust deed or contract of sale, but only when such holder, beneficiary or vendor notifies the Association in writing of the existence of such mortgage and gives the Association a current name and mailing address.

1.13 "Occupant" shall mean and refer to the occupant of a Home, whether such person is an Owner, a lessee or any other person authorized by the Owner to occupy the Home.

1.14 "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 of a Lot under a land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.

1.15 "Plat" shall mean and refer to the Plat of Denali Summit recorded in the Plat Records of Washington County, Oregon, and any supplemental plat(s) subsequently recorded annexing additional Lots and Common Area to Denali Summit.

1.16 "Property" shall have the meaning attributed to such term in the Recitals of this Declaration and all such Lots and Common Area subsequently annexed to Denali Summit.

1.17 "Reserve Account(s)" shall mean and refer to an account set up, if any, by the Board to hold funds for repair, replacement or maintenance of the Common Area and the Commonly Maintained Property.

1.18 "Rules and Regulations" shall mean and refer to the documents containing rules and regulations and policies adopted by the Board or the Architectural Review Committee, as may be from time to time amended.

ARTICLE 2
PROPERTY SUBJECT TO THIS DECLARATION

2.1 Initial Development. The Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Washington County, Oregon, and described in that certain Plat maps entitled "Denali Summit", filed in the plat records of Washington County, Oregon. The initial development consists of Lots 17 through 25 and 34-41, and Tracts A, F and G. Declarant does not intend to build any Common Area improvements in Denali Summit not described in this Declaration.

2.2 Annexation of Additional Property. Additional Property may be added by Declarant to Denali Summit without the approval of any other Owner or the Association. Additional Property must be annexed by a supplemental declaration not later than twenty (20) years from the date the Declaration is recorded. The annexation of such real property shall be accomplished as follows:

2.2.1 Supplemental Declaration. The Owner or Owners of such real property shall record a supplemental declaration which shall be executed by or bear the approval of Declarant and shall among other things, describe the real property to be annexed, establish land classifications for the Additional Property, establish any additional limitations, uses, restrictions, covenants and conditions which are intended to be applicable to such property, and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

2.2.2 Annexed Property a Part of Denali Summit. The property included in any such annexation shall thereby become a part of Denali Summit and the Association shall accept and exercise administration of any supplemental declaration with respect to such property.

2.2.3 Voting Rights of Annexed Lots. Upon annexation, additional Lots so annexed shall be entitled to voting rights as set forth in Section 7.3 below.

2.2.4 Annexed Lot Owners as Members. After complying with the procedures for annexation and upon conveyance of the first Lot in the annexed property to an Owner, Owners of Lots in the annexed property shall be Members, shall be subject to this Declaration and shall be entitled to the use and enjoyment of all Common Area and Commonly Maintained Property in Denali Summit in the manner and for the purpose for which such Common Areas and/or Commonly Maintained Property are intended to be used and enjoyed. The Association shall reallocate the assessments to assess each Owner of a Lot in Denali Summit as provided in Article 10.

2.3 Amendment. After the conversion of Class B membership to Class A membership, this Article may not be amended without the consent of Declarant as long as the Declarant owns a Lot or has a right to annex Additional Property to Denali Summit.

2.4 Annexation with Approval of Membership. In addition to the rights of Declarant pursuant to Section 2.2, the Association or Declarant may subject any real property to the provisions of this Declaration with the consent of the Owner of such property, the affirmative vote of holders of at least seventy-five percent (75%) of the Class A voting power of the Association, and the written consent of the Class B Member, if any. Such annexation shall be accomplished by filing a supplemental declaration in the official records of Washington County, Oregon describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Any such supplemental declaration shall be signed by the President and Secretary of the Association and by the Owner of the annexed property. Any such annexation shall be effective upon the filing for record of such supplemental declaration, unless otherwise provided therein.

ARTICLE 3
OWNERSHIP AND EASEMENTS

3.1 Non-Severability. The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the Common Area. Any conveyance of any Lot shall automatically transfer the right to use the Common Area, subject to restrictions contained in the Declaration and Bylaws, without the necessity of express reference in the instrument of conveyance. There shall be no judicial partition of the Common Area. Each Owner, whether by deed, gift, devise or operation of law, for such Owner's benefit and for the benefit of all other Owners, specifically waives and abandons all rights, interests and causes of

action for judicial partition of any interest in the Common Area and agrees that no action for judicial partition shall be instituted, prosecuted or reduced to judgment. Ownership interests in the Common Area and Lots are subject to the easements granted and reserved in this Declaration. Each of the easements granted or reserved herein shall be deemed to be established upon the recordation of this Declaration and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of Denali Summit.

3.2 Ownership of Lots. Title to each Lot shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such persons and/or entities shall constitute one Owner.

3.3 Ownership of Common Area. Subject to subsection 3.5, title to any Common Area shall be conveyed to the Association.

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

3.4.1 Easements on Plat. The Common Area and Lots are subject to the easements and rights-of-way shown on the Plat and on any supplemental plat(s).

3.4.2 Easements for Tracts. Subject to the restrictions contained herein, every Owner shall have a non-exclusive right and easement of use and enjoyment in and to Common Area Tract A. Tract F and G are private drives and/or a right of way.

3.4.3 Easements Reserved by Declarant. So long as Declarant owns any Lot, Declarant reserves an easement over, under and across the Common Area and Commonly Maintained Property in order to carry out sales activities necessary or convenient for the sale of Lots. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress to, from, over, in, upon, under and across the Common Area and Commonly Maintained Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property in such a way as not to interfere unreasonably with the occupancy, use, enjoyment or access to an Owner's Lot by such Owner or such Owner's family, tenants, employees, guests or invitees.

3.4.4 Additional Utility and Drainage Easements. Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted or acquired by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of Denali Summit. No structure, planting or other material that may damage or interfere with the installation or maintenance of utilities, that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easement areas shall be placed or permitted to remain within any easement area.

3.4.5 Association's Easements. Declarant grants to the Association and its duly authorized agents and representatives such easements over the Lots and Common Area as are necessary to perform the duties and obligations of the Association, as set forth in this Declaration, the Bylaws, and the Articles, as the same may be amended.

3.4.6 Easement to Governmental Entities. Declarant grants a non-exclusive easement over the Common Area to all governmental and quasi-government entities, agencies, utilities, and their agents for the purposes of performing their duties as utility and service providers.

3.4.7 Perimeter Easement Benefiting Association. Declarant grants to the Association and its duly authorized agents and representatives an easement over that perimeter portion of each Lot that is included within the building setbacks set by applicable ordinances for the purposes of installation, maintenance, repair, and replacement of utilities, communication lines, and drainage. The Board may grant or convey the easements reserved herein to any governmental body or agency and/or any public or private utility company or provider, upon a two-thirds (2/3) vote of the Board members at a duly called and held Board meeting.

3.5 Declarant's Right to Dedicate Common Area and Grant Easements; Board's Authority After Title Transferred to Association. Declarant reserves the right and power to dedicate and/or convey any portion or all of Tracts to any governmental body or agency. Declarant further reserves the right and power to grant an easement over Tracts to any governmental body or agency or any public or private utility company or provider without the approval of any other Owner or the Association. Declarant's rights and power under this Section shall expire as to each Tract when it is conveyed. Thereafter, the Board shall have the same powers reserved to Declarant and may exercise such power upon a two-thirds (2/3rds) or greater vote of the Board members at any duly called and held Board meeting. The provisions of this Section shall control over any provisions to the contrary contained in any other Section of the Declaration.

ARTICLE 4

USE, MAINTENANCE AND OCCUPANCY; RULES OF CONDUCT

4.1 Residential Use. Lots shall only be used for residential purposes. Except with the Board's consent no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot or in any Home, and no goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business shall be kept or stored on any Lot or in any Home. Nothing in this Section shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any residence as a sales office or model home for purposes of sales in Denali Summit, and (c) the right of the Owner of a Lot to maintain such Owner's personal business or professional library, keep such Owner's personal business or professional records or accounts, handle such Owner's personal business or professional telephone calls or confer with business or professional associates, clients or customers in such Owner's residence. The Board shall not approve commercial activities otherwise prohibited by this Section unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable local government ordinances.

4.2 Construction of Homes. No construction of a Home or any other structure shall occur on a Lot unless the approval of the ARC is first obtained pursuant to Article 6. Consideration such as siting, shape, size, color, design, height, solar access, or material may be taken into account by the ARC in determining whether or not to consent to any proposed work.

4.3 Landscaping. Declarant shall install the front landscaping of each Lot. The Owner shall install the landscaping in the back of their Lot within six (6) months after the sale of a Home from the Declarant and shall be responsible for maintaining the landscaping of their Lot. Each Owner other than Declarant shall obtain the ARC's prior approval of any modification to the front yard landscaping before commencing. No ARC approval shall be required prior to installation of backyard landscaping.

4.4 Maintenance of Lots and Homes. Each Owner shall maintain such Owner's Lot and all improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, maintenance of windows, doors, screens, garage doors, accessory buildings, driveways, walks, patios, chimneys, gutter cleaning, landscaping, trees and other exterior improvements and glass surfaces. All repainting or re-staining and exterior remodeling shall be subject to prior review and approval by the ARC. Each Owner shall repair damage caused to such Owner's Lot or improvements located thereon by fire, flood, storm, earthquake, riot, vandalism, or other causes within a reasonable period. Provided, however, the Association shall have such obligation with respect to the Commonly Maintained Property.

4.5 Rental of Homes. An Owner may rent or lease such Owner's Home or a portion thereof, provided that the following conditions are met:

4.5.1 Written Rental Agreements Required. The Owner and the tenant enter into a written rental or lease agreement specifying that (i) the tenant shall be subject to all provisions of the Declaration, Bylaws and Rules and Regulations, and (ii) a failure to comply with any provision of the Declaration, Bylaws and Rules and Regulations shall constitute a default under the rental or lease agreement;

4.6 Animals. No animals, livestock or poultry of any kind, other than a reasonable number of household domestic pets that are not kept, bred or raised for commercial purposes and that are reasonably controlled so as not to be a nuisance, shall be raised, bred, kept or permitted within any Lot. Any Lot Owner

who maintains any pet upon any portion of Denali Summit shall be deemed to have agreed to indemnify and hold the Association, each of its members and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet. Such Owner shall further abide by all governmental sanitary laws and regulations, leash and other local and state laws relating to pets and rules or regulations of the Association created by the Board of Directors. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the premises upon the delivery of the third notice in writing of a violation of any rule, regulation or restriction governing pets within Denali Summit. All pets shall be registered and inoculated as required by law.

4.7 Nuisance. No noxious, harmful or offensive activities shall be carried on upon any Lot or Common Area. Nor shall anything be done or placed on any Lot or Common Area that interferes with or jeopardizes the enjoyment of, or that is a source of annoyance to, the Owner or other Occupants. No Owner or Occupant shall cause or permit such Owner's representatives, agents, employees, or family members to cause any nuisance or to make any use or engage in any practice on the Property that is a source of annoyance to other Owners and Occupants or that interferes with other Owners' and Occupants' peaceful possession and proper use of the Property. Owners and Occupants shall exercise extreme care about creating disturbances, making noises or using musical instruments, radios, televisions and amplifiers that may disturb other Owners and Occupants. Owners and Occupants shall keep all parts of their respective Lots in a clean and sanitary condition, free of any accumulation of rubbish, refuse or garbage and free of any fire hazard and shall not cause any accumulation of rubbish, refuse or garbage or any fire hazard on any other part of the Property. Owners and Occupants shall place all of their rubbish, refuse and garbage inside disposal containers. No Owner shall make or permit any use of such Owner's Lot or of the Common Area that will increase the cost of insurance upon the Common Area. No outside burning of leaves, debris, trash, garbage or household refuse shall be permitted. No marijuana plants may be grown, in pots or otherwise, outside of a Home, and no marijuana plants may be placed on the exterior of the Home for any temporary period.

4.8 Improper, Offensive, Illegal or Unlawful Use. No Owner or Occupant shall make any improper, offensive, illegal or unlawful use of any part of the Property. Owners and Occupants shall observe all valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction over the Property. The responsibility for meeting the requirements of governmental bodies for maintenance, modification or repair of the Property shall be carried out and paid for in the same manner as the responsibility for the maintenance and repair of the Property concerned.

4.9 Parking. Boats, trailers, commercial vehicles, mobile homes, campers, and other recreational vehicles or equipment, regardless of weight, shall not be parked on any part of the Common Area, or on any streets on or adjacent to the Property for more than twenty-four (24) hours, including loading or unloading, and may not be parked on any Lot, including the driveway, for more than seven (7) days unless they are fully enclosed in the garage or behind an approved screening system approved by the ARC.

4.10 Vehicles in Disrepair. No Owner shall permit any vehicle that 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 that is not currently licensed to be abandoned or to remain parked upon the Common Area or on any street on or adjacent to the Property at any time and may not permit them on a Lot for a period in excess of seven (7) days. A vehicle shall be deemed in a "state of disrepair" when the Board reasonably determines that its presence offends the occupants of the neighborhood. If an Owner fails to remove such vehicle within five (5) days following the date on which the Association mails or delivers to such Owner a notice directing such removal, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner as an assessment, which may be collected and enforced as any other assessments imposed pursuant to the Declaration and Bylaws.

4.11 Signs. No signs shall be erected or maintained on any Lot except that not more than one (1) "For Sale" or "For Rent" sign placed by the Owner or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any Lot. The restrictions contained in this Section shall not prohibit the temporary placement of "political" signs on any Lot by the Owner or Occupant. Provided, however, political signs shall be removed within three (3) days after the election day pertaining to the subject of the sign. Real estate signs shall be removed within three (3) days after the sale closing date.

4.12 Rubbish and Trash. No Lot or part of the Common Area 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. Solid waste, garbage and recycling containers shall be brought to the nearest public road on collection dates. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets, the Common Area or any other Lots. If an Owner fails to remove any trash, rubbish, garbage, yard rakings or any similar materials from any Lot, any streets or the Common Area where deposited by such Owner or the Occupants of such Owner's Lot after notice has been given by the Board to the Owner, the Association may have such materials removed and charge the expense of such removal to the Owner. Such charge shall constitute an assessment, which may be collected and enforced as any other assessments imposed pursuant to the Declaration and Bylaws.

4.13 Fences and Hedges. No fences or boundary hedges shall be installed or replaced without prior written approval of the ARC. Fences shall be placed outside pedestrian access easements.

4.14 Service Facilities. Service facilities (garbage containers, fuel tanks, clotheslines, etc.) shall be screened such that such facilities are not visible at any time from the street. All telephone, electrical, cable television and other utility installations shall be placed underground in conformance with applicable law and subject to approval by the ARC. No on-site storage of gasoline, heating or other fuels or any flammable liquids or gases shall be permitted on any part of a Lot, including any Home, except that up to five (5) gallons of fuel may be stored in each Home for emergency purposes and for the operation of lawn mowers and similar tools or equipment.

4.15 Antennas and Satellite Dishes. Except as otherwise provided by law or this Section, no exterior antennas, satellite dishes, microwave, aerial, tower or other devices for the transmission or reception of television, radio or other forms of sound or electromagnetic radiation shall be erected, constructed or placed on any Common Area or Lot. Exterior satellite dishes with a surface diameter of one (1) meter or less and antennas designed to receive television broadcast signals or multi-channel multi-point distribution (wireless cable), may be placed on an Owner's Home. They shall be screened from neighboring Home to the extent possible. The Board or ARC may adopt reasonable rules and regulations governing the installation, safety, placement and screening of antennas, satellite dishes and other similar devices. This section and any rules adopted hereunder shall not unreasonably delay or increase the cost of installation, maintenance or use, or preclude reception of a signal of acceptable quality.

4.16 Exterior Lighting or Noise-making Devices. Except with the consent of the ARC, no exterior lighting or noise-making devices, other than security and fire alarms, shall be installed or maintained on any Home.

4.17 Basketball Hoops. No Owner may install a permanent basketball hoop on any Lot without the ARC's prior approval. The ARC may, in its discretion, prohibit such basketball hoops.

4.18 Grades, Slopes and Drainage. There shall be no interference with the established drainage patterns or systems over or through any Lot within Denali Summit so as to affect any other Lot or Common Area or any real property outside Denali Summit unless adequate alternative provision is made for proper drainage and is approved by the ARC. The term "established drainage" shall mean the drainage swales, conduits, inlets and outlets designed and constructed for Denali Summit.

4.19 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, unless the provisions of Article 6 are complied with by the Owner. The Owner must commence such work within sixty (60) days after the damage occurs and must complete the work within six (6) months thereafter.

4.20 Right of Maintenance and Entry by Association. If an Owner fails to perform maintenance and/or repair that such Owner is obligated to perform pursuant to this Declaration, and if the Board determines, after notice, that such maintenance and/or repair is necessary to preserve the attractiveness, quality, nature and/or value of Denali Summit, the Board may cause such maintenance and/or repair to be performed and may enter any such Lot whenever entry is necessary in connection with the performance thereof. An Owner may request, and the Board shall conduct, a hearing on the matter. The Owner's request shall be in writing delivered within five (5) days after receipt of the notice, and the hearing shall be conducted within not less than five (5) days nor more than twenty (20) days after the request for a hearing is received. Entry shall be made with as little inconvenience to an Owner as practicable and only after

advance written notice of not less than forty-eight (48) hours, except in emergency situations. The costs of such maintenance and/or repair shall be chargeable to the Owner of the Lot as an assessment, which may be collected and enforced as any other assessments authorized hereunder.

4.21 Association Rules and Regulations. The Board from time to time may adopt, modify or revoke such Rules and Regulations governing the conduct of persons and the operation and use of Lots and the Common Area as it may deem necessary or appropriate to assure the peaceful and orderly use and enjoyment of the Property and the administration and operation of the Association. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Board promptly to each Owner and shall be binding upon all Owners and occupants of all Lots upon the date of delivery or actual notice thereof. Subject to approval or consent by the Board, the ARC may adopt rules and regulations pertinent to its functions.

4.22 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.

4.23 Temporary Structures. No structure of a temporary character or any trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot as a residence, either temporarily or permanently.

4.24 Declarant Exemptions. The Declarant shall be exempt from the application of Section 4.11.

4.25 Accessory Buildings. All accessory buildings and structures shall require prior approval of the ARC. All accessory buildings and structures shall be designed, constructed and maintained compatible with the exterior materials, character and style of the Home. The ARC may require the accessory buildings to be painted the same color as the Home.

ARTICLE 5

COMMON AREA AND COMMONLY MAINTAINED PROPERTY

5.1 Use of Common Areas. Open space Tracts A and G shall be available for use by the general public. Use of the Common Area is subject to the provisions of the Declaration, Bylaws, Articles and the Rules and Regulations adopted by the Board. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area without the prior written consent of the Board. No Owner shall place or cause to be placed on any portion of the Common Area any trash, structure, equipment, improvement, furniture, package or object of any kind. Common Areas shall be used for no purpose other than what is customary for such areas. No alterations or additions to the Common Area shall be permitted without the prior written consent of the Board. The initial Common Area owned by the Association consists solely of Tracts A, F and G. Additional Common Area may be created by annexation of Additional Property by a supplemental declaration and plat.

5.2 Maintenance of Common Area and Commonly Maintained Property. The Association shall be responsible for maintenance, repair, replacement, and upkeep of the Common Area (except to the extent such maintenance is done by a government agency) and Commonly Maintained Property. The cost shall be at the equal expense of the Owners of Lots subject to assessment. The Association shall keep the Common Area and Commonly Maintained Property in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of the Common Area and Commonly Maintained Property.

5.3 Alterations to Common Area. Only the Association or governmental agency have jurisdiction over the area and shall construct, reconstruct, or alter any improvement located on the Common Area. A proposal for any construction of or alteration, maintenance or repair to any such improvement may be made at any Board meeting.

5.4 Funding. Expenditures for alterations, maintenance or repairs to an existing improvement for which a reserve has been collected shall be made from the Reserve Account. The Board may levy a special assessment to fund any construction, alteration, repair or maintenance of the Common Area and Commonly Maintained Property for which no reserve has been collected or for which the Reserve Account is insufficient to cover the cost.

5.5 Condemnation of Common Area. If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be received by and expended by the Board in a manner that, in the Board's discretion, is in the best interest of the Association and the Owners. The Association shall represent the interest of all Owners in any negotiations, suit, action or settlement in connection with such matters.

5.6 Damage or Destruction of Common Area. If all or any portion of the Common Area or Commonly Maintained Property is damaged or destroyed by an Owner or any of Owner's guests, Occupants, tenants, licensees, agents or members of Owner's family, such Owner hereby authorizes the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constructed or as may be modified or altered subsequently by the Association in the discretion of the Board. Reasonable costs incurred in connection with affecting such repairs shall become a special assessment upon the Lot and against the Owner who caused or is responsible for such damage.

5.7 Power of Association to Sell, Convey or Grant Security Interest in Common Area. The Association may sell, convey or subject to a security interest any portion of the Common Area pursuant to the processes and limitations set forth in ORS 94.665.

ARTICLE 6

ARCHITECTURAL REVIEW COMMITTEE

6.1 Architectural Review. No improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. This Article's purpose is to assure quality of workmanship and materials and harmony between exterior design and the existing improvements and landscaping and as to location with respect to topography and finished grade elevations. The ARC shall not be responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the applicant's responsibility. The procedure and specific requirements for review and approval of construction shall be set forth in design guidelines and standards adopted from time to time by the ARC. The provisions of this Article shall apply in all instances in which this Declaration requires the ARC's consent.

6.2 Architectural Review Committee, Appointment and Removal. Declarant shall act as the ARC until Denali Summit is one hundred percent (100%) built out. After build out, or such earlier time as the Declarant may elect in writing, the Board shall have the right to appoint and remove members of the ARC. After the Board has the right to appoint the members of the ARC, the ARC shall consist of no fewer than three (3) members and no more than five (5) members. The Board may appoint itself as the ARC or any of its members to the ARC. If an ARC has not been appointed, the Board shall serve as the ARC. Homes built by the Declarant shall not require ARC approval.

6.3 Majority Action. 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 member or 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 Duties. 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").

6.5 ARC Decision. The ARC shall render its written decision approving or denying each application submitted to it within fifteen (15) working days after its receipt of all materials required with respect to such application. If the ARC fails to render such written decision within fifteen (15) days of its receipt of all required materials or request an extension, the application shall be deemed approved. The ARC shall be entitled to request one or more extensions of time, not to exceed thirty (30) days. In the event of such extension requests, if the ARC does not render a written decision within the extension period, the application shall be deemed approved. Provided, however, the applicant may agree to further extensions to allow the applicant to complete or supplement the application.

6.6 ARC Discretion. The ARC, at its sole discretion, may 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 Denali Summit. The ARC may consider siting, shape, size, color, design, height, view preservation, solar access or other effect on the enjoyment of other Lots or the Common Area, and any other factors that it reasonably believes to be relevant in determining whether or not to consent to any proposed work.

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

6.8 Appeal. Once the Board has the right to appoint ARC members, any Owner adversely impacted by action of the ARC may appeal such action to the Board. Such appealing Owner shall submit to the Board a written notice of appeal, setting forth specific objections or mitigating circumstances justifying the appeal, to the Board within ten (10) days after the ARC's action. The Board shall issue a final, conclusive decision within forty-five (45) days after receipt of such notice, and such decision shall be final and binding upon the appealing Owner and the ARC. Provided, however, the Board shall make reasonable efforts to reach a decision within twenty (20) days. If the Board is serving as the ARC, then such appeal shall be deemed a request for reconsideration.

6.9 Effective Period of Consent. The ARC's consent to any proposed work shall automatically expire three (3) months after issuance unless construction of the project has been commenced or the Owner has applied for and received an extension of time from the ARC.

6.10 Determination of Compliance. The ARC may 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 noncompliance and shall require the Owner to remedy the noncompliance.

6.11 Noncompliance. If the ARC determines that an Owner has not constructed an improvement consistent with the specifications of an ARC approval or an Owner has constructed an improvement without obtaining ARC approval, and the ARC sends a notice of noncompliance to such Owner and such Owner fails to commence diligently remedying such noncompliance in accordance with such notice, then, effective at 5 p.m. on the third (3rd) day after issuance of such notice, the ARC shall provide notice of a hearing to consider the Owner's continuing noncompliance. The hearing shall be set not more than thirty (30) days from the date on which the notice of noncompliance was issued. At the hearing, if the ARC finds that there is no valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of achieving compliance and may issue a fine against the noncomplying Owner for such amount. The ARC also shall require the Owner to remedy such noncompliance within ten (10) days after the date of the ARC's determination. If the Owner does not comply with the ARC's ruling within such period or any extension thereof granted by the ARC, at its sole discretion, the ARC may remove the noncomplying improvement, remedy the noncompliance, and/or record a notice of noncompliance in the county deed records. The costs of any such action shall be assessed against the Owner as an assessment either before or after any remedial action is taken.

6.12 Liability. Neither the ARC nor any member thereof shall be liable to any person or entity for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the ARC or the member has, in accordance with its or his actual knowledge, acted in good faith.

6.13 Estoppel Certificate. Within fifteen (15) working days after the ARC's receipt of a written request from an Owner and the ARC's receipt of payment of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the Chairperson or other authorized member of the ARC certifying with respect to any Lot owned by the Owner, that, as of the date thereof either (a) all improvements made or done upon such Lot comply with this Declaration, or (b) such improvements do not so comply, in which event, the certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance. The Owner and such Owner's heirs, devisees, successors and assigns shall be entitled to rely on the certificate with respect to

the matters set forth therein. The certificate shall be conclusive as among Declarant, the ARC, the Association, all Owners, and all persons deriving any interest through any of them.

6.14 Fees. The ARC may charge applicants a reasonable application fee and additional costs incurred or expected to be incurred by the ARC to retain architects, attorneys, engineers and other consultants to advise the ARC concerning any aspect of the applications and/or compliance with any appropriate architectural criteria or standards. Such fees shall be collectible as assessments.

6.15 Declarant and Successor Exempt From ARC. The Declarant or a successor to all of the unsold Lots shall be exempt from the requirement to submit and have plans approved by the ARC.

ARTICLE 7

MEMBERSHIP IN THE ASSOCIATION

7.1 Members. Each Owner shall be a 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 shall transfer automatically 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 such Owner's vote in person, by written ballot or pursuant to a proxy executed by such Owner. An Owner may not revoke a proxy given pursuant to this Section 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 undated 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. The Association shall have two (2) classes of voting members:

7.3.1 Class A. Class A members shall be all Owners of Lots other than Declarant, and each Class A member shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote.

7.3.2 Class B. The Class B member shall be Declarant, its successors and assigns. The Class B member shall have three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the earlier of the following dates (the "Termination Date"):

- (a) Twenty (20) years after the date this Declaration is recorded; and
- (b) At such earlier time as Declarant elects in writing to terminate Class B membership.

After the Termination Date, each Owner, including 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 subject to this Declaration, initially or through annexation.

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 shall fractional voting be allowed. Fractional or split votes shall be disregarded, except for purposes of determining a quorum.

7.4 Procedure. All meetings of the Association, the Board, the ARC, and Association committees shall be conducted with such rules of order as may from time to time be adopted by the Board. 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. Declarant hereby reserves administrative control of the Association. Declarant, in its sole discretion, shall have the right to appoint and remove members of an

interim board (the "Interim Board"), which shall manage the affairs of the Association and be invested with all powers and rights of the Board until the Turnover Meeting (as hereinafter defined). The Interim Board shall consist of from one (1) to three (3) members. Notwithstanding the provision of this Section, at the Turnover Meeting, at least one (1) Director shall be elected by Owners other than Declarant, even if Declarant otherwise has voting power to elect all three (3) Directors.

8.2 Turnover Meeting. Declarant shall call a meeting for the purposes of turning over administrative control of the Association from Declarant to the Class A members within sixty (60) days of the earlier of the following dates:

8.2.1 Latest Date. Eighty percent (80%) of the Lots have been sold and conveyed by Declarant to third parties;

8.2.2 Optional Turnover. At such time as Declarant has elected in writing to terminate Class B membership.

Declarant shall give notice of the Turnover Meeting to each Owner as provided in the Bylaws. If Declarant does not call the Turnover Meeting required under this Section, the Transitional Advisory Committee or any Owner may do so.

ARTICLE 9

DECLARANT'S SPECIAL RIGHTS

9.1 General. Declarant is undertaking the work of developing Lots and other improvements within Denali Summit. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Homes on all Lots on the Property, including Additional Property that may be annexed, have been constructed, fully completed and sold, with respect to the Common Area and each Lot on the Property, Declarant shall have the special rights set forth in this Article 9.

9.2 Marketing Rights. Declarant shall have the right to maintain a sales office and model on one or more of the Lots which Declarant owns. 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. Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the Property, including, without limitation, on the Common Area.

9.3 Declarant Easements. Declarant reserves easements over the Property as more fully described in Sections 3.4 and 3.5 hereof.

9.4 Additional Improvements. Declarant does not agree to build any improvements not described in this Declaration.

9.5 Control of the ARC. Declarant shall have the right, but not the obligation, to control all aspects of the ARC, including the modification or adoption of the Architectural Standards as described in Article 6 herein.

ARTICLE 10

FUNDS AND ASSESSMENTS

10.1 Purpose of Assessments; Expenses. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, aesthetics and welfare of the Owners and Occupants of Denali Summit, for the improvement, operation and maintenance of the Common Area and the Commonly Maintained Property, for the payment of obligations of the Association, for the administration and operation of the Association and for property and liability insurance.

10.2 Covenants to Pay. Owners covenant and agree to pay the Association the assessments and any additional charges levied pursuant to this Declaration or the Bylaws. All assessments for operating expenses, repairs and replacement and reserves shall be allocated among the Lots and their Owners as set forth in Section 10.4.2. Provided, however, Lots owned by the Declarant shall not be subject to assessment.

10.2.1 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 as set forth in Section 10.1. 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 such funds shall be deemed automatically transferred to the successor in interest to such Owner.

10.2.2 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.

10.2.3 Right to Profits. Association profits, if any, shall be the property of the Association and shall be contributed to the Current Operating Account.

10.3 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 of the initial annual assessment to Owners other than the Declarant shall be determined by the Declarant. The Declarant shall be exempt from paying any assessments (operating, special and reserve) on all Lots owned by it.

10.3.1 Commencement of Operating Assessments. The date of commencement of the operating assessments shall be determined by the Declarant; however, in no event shall they commence later than the Turnover Meeting; provided, however, the Declarant shall be exempt from paying the operation portion of the assessment on all Lots owned by it.

10.3.2 Commencement of Reserves. The reserve portion of the assessment, if any, shall commence for a Lot from date of transfer of ownership of that Lot from the Declarant to a third party. The Declarant shall be exempt from paying the reserve portion of the assessment on all Lots owned by it.

10.4 Annual Assessments. Annual assessments for each year shall be established when the Board approves the budget for that 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. 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.

10.4.1 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 estimated revenue and expenses. Once assessments begin, 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 calendar year.

10.4.2 Allocation of Assessments. The total amount in the budget shall be charged equally against all Lots that are subject to assessment.

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

10.5 Special Assessments. The Board and/or the Owners shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes; provided however, the Declarant shall be exempt from special assessments:

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

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

10.5.3 Repairs. To collect additional amounts necessary to make repairs or renovations to the Common Area or Commonly Maintained Property if sufficient funds are not available from the operating budget or replacement reserve accounts, by vote of a majority of the Board; or

10.5.4 Capital Improvements. To make capital acquisitions, additions or improvements, by vote of at least eighty percent (80%) of all votes allocated to the Lots.

10.6 Accounts.

10.6.1 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 or cause to be deposited 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 major maintenance, repair, replacement and deferred maintenance of the Common Area and Commonly Maintained Property, if any, into the Reserve Account. In its books and records, the Association shall account separately for operating expenses relating to the Common Area/Commonly Maintained Property and operating expenses relating to all other matters, as well as for necessary reserves relating to the Common Area/Commonly Maintained Property and necessary reserves relating to all other matters.

10.6.2 Reserve Account. Declarant shall establish a Reserve Account, in the name of the Association, which shall be kept separate from all other funds held by the Association. The Association shall pay out of the Reserve Account only those costs that are attributable to the maintenance, repair or replacement of any Common Area property and Commonly Maintained Property that normally requires major maintenance, repair or replacement, in whole or in part, within one (1) 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.

10.6.2.1 Calculation of Reserve Assessment; Reserve Study. The reserve assessment is based on the estimated remaining life and current replacement cost of any Common Area property and Commonly Maintained Property which normally requires major maintenance, repair or replacement, in whole or in part, within one (1) to thirty (30) years. Not less often than annually, the Board of Directors shall inventory all items of any Common Area and Commonly Maintained Property and shall estimate the remaining life of each item and the current replacement cost of each of such items. The total Reserve Account assessment shall be equal to the sum of the estimated major maintenance repair or replacement cost of each item which has an estimated life of greater than one (1) but less than thirty (30) years, divided by the estimated number of years of life for such item. The Board of Directors shall establish a thirty (30)-year plan for maintenance, repair and replacement of any Common Area and Commonly Maintained Property with regular and adequate contributions, adjusted by estimated inflation and interest earned on reserves, to meet the maintenance, repair, and replacement schedule. The Board of Directors shall, within thirty (30) days after conducting the reserve study, provide to every Owner a written summary of the reserve study and of any revisions to the thirty (30)-year plan adopted by the Board of Directors or the Declarant as a result of the reserve study. The reserve account assessment shall be allocated pursuant to Section 10.4.2. The Board of Directors shall annually conduct a reserve study and a maintenance plan for the common elements, or review and update an existing study of any Common Area or Commonly Maintained Property to determine the reserve account requirements.

10.6.2.2 Loan from Reserve Account. After the Turnover Meeting described in Section 8.2, the Board may borrow funds from the Reserve Account to meet high seasonal demands on the Association's regular operating fund or to meet unexpected increases in expenses. Funds borrowed must be repaid later from assessments if the Board has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board shall adopt by resolution a written payment plan providing for repayment within a reasonable period.

10.6.2.3 Investment of Reserve Account. Nothing in this Section prohibits the prudent investment of Reserve Account funds, subject to any constraints imposed by the Board, the Bylaws, the Rules and Regulations or the Oregon Planned Community Act.

10.6.2.4 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's balance as a separate item in the sales contract providing for the conveyance of their Lot.

10.6.2.5 Reserves on Declarant Owned Lots. If a Lot owned by the Declarant becomes subject to assessment as provided in Section 10.4.2, the Declarant may accrue the reserve portion of the assessment until the Lot is sold to a third party not affiliated with the Declarant.

10.6.3 Current Operating Account. All costs other than those to be paid from the Reserve Account may be paid from the Current Operating Account.

10.7 Default in Payment of Assessments; Enforcement of Liens.

10.7.1 Personal Obligation. All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligations 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 grantors 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.

10.7.2 Association Lien. The Association shall have a lien against each Lot for any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof that is delinquent. The Association's lien shall accumulate all future assessments or installments, reimbursement assessments, interest, late fees, penalties, fines, attorneys' fees (whether or not suit or action is instituted), actual administrative costs, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Recording of the Declaration constitutes record notice and perfection of the lien. Said lien may be foreclosed at any time pursuant to the Planned Community Act. The Association shall record a notice of a claim of lien for assessments and other charges in the deed records of Washington County, Oregon, before any suit to foreclose may be filed. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, any first mortgage, deed of trust or land sale contract recorded before the Association's notice of lien.

10.7.3 Interest; Fines; Late Fees; Penalties. 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 and penalties on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws, Architectural Standards and the Rules and Regulations adopted by the Board or the ARC. The adoption of such impositions shall be communicated to all Owners in writing before the effective date by a notice mailed to the assessment billing address of such Owners or transmitted electronically to the Owners as permitted by the Planned Community Act. Such impositions shall be considered assessments that are lienable and collectible in the same manner as any other assessments; provided, however, that 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 or special assessments may not be imposed against an Owner or such Owner's Lot until such Owner is given an opportunity for a hearing as elsewhere provided herein.

10.7.4 Acceleration of Assessments. If 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 calendar year and all future installments of any special assessments.

10.7.5 Association's Right to Rents; Receiver. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting Owner for the use of such Owner's Lot or shall be entitled to the appointment of a receiver.

10.8 Statement of Assessments.

10.8.1 The Association shall provide, within ten (10) business days of receipt of a written request from an Owner, a written statement that provides:

10.8.1.1 The amount of assessments due from the Owner and unpaid at the time the request was received, including:

- (a) Regular and special assessments;
- (b) Fines and other charges;
- (c) Accrued interest; and
- (d) Late payment charges.

10.8.1.2 The percentage rate at which interest accrues on assessments that are not paid when due.

10.8.1.3 The percentage rate used to calculate the charges for late payment or the amount of a fixed charge for late payment.

10.8.2 The Association is not required to comply with Section 10.8.1 if the Association has commenced litigation by filing a complaint against the Owner and the litigation is pending when the statement would otherwise be due.

ARTICLE 11 **GENERAL PROVISIONS**

11.1 Records. The Board shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board also shall 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 Board committees, and the Association's financial records shall be maintained in the state of Oregon and reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies.

11.2 Delegation to a Master Association. The Association may, pursuant to a resolution adopted by the Board, delegate any of the powers of the Association under the Planned Community Act, the Declaration and/or Bylaws to a master association and the master association may exercise such power. The Association may contract with the master association to perform any obligations or duties of the Association, the cost of which shall be charged to the Association.

11.3 Indemnification of Directors, Officers, Employees and Agents. The Association shall indemnify any Director, officer, 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 such person 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 such person acted in good faith and in a manner that such person 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 that such person's 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 such person 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 that such person's 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 benefited from the acts which created said liability.

11.4 Enforcement; Attorneys' Fees. The Association, the Owners, the Declarant and any mortgagee holding an interest on a 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. In the event suit or action is commenced to enforce the terms and provisions of this Declaration (including without limitations, for the collection of assessments), the prevailing party shall be entitled to its actual administrative costs incurred because of a matter or event which is the subject of the suit or action, 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 and costs incurred in any enforcement activity or to collect delinquent assessments, together with the Association's actual administrative costs, whether or not suit or action is filed.

11.5 Construction Defect Claim Procedure. No litigation shall be commenced against the Declarant, contractor or builder of the Home or any Owner of a Lot in respect to any alleged defect in a Home or on any Common Area except in compliance with the process set forth in ORS 701.560 to 701.595 and ORS 701.605.

11.6 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.

11.7 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) 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, that amendments that do not constitute rescission of the planned community may be adopted as provided in Section 11.10.

11.8 Amendment. Except as otherwise provided in Section 11.6 or ORS 94.590, and the restrictions set forth elsewhere herein, this Declaration may be amended at any time by an instrument approved by not less than seventy-five percent (75%) of the total votes 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 and that no amendment affecting the general plan of development or any other right of Declarant herein contained may be effected without the express written consent of Declarant or its successors and assigns, including, without limitation, amendment of this Section.

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

11.10 Unilateral Amendment by Declarant. In addition to all other special rights of Declarant provided in this Declaration, 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. Prior to the Turnover Meeting, no such amendment shall require notice to or approval by any Class A member.

AFTER RECORDING, RETURN TO:
Karna R. Gustafson
Landye Bennett Blumstein, LLP
3600 Wells Fargo Center
1300 SW Fifth Avenue
Portland, Oregon 97201

SUPPLEMENTAL DECLARATION

FOR DENALI

ANNEXING DENALI SUMMIT

THIS SUPPLEMENTAL DECLARATION FOR DENALI SUMMIT is made this _____ day of _____, 2021, by J.T. Roth Construction, Inc., an Oregon corporation (the "Declarant"), with reference to the following facts:

A. By document entitled Declaration of Covenants, Conditions, and Restrictions for Denali recorded on May 1, 2019, Instrument No. 2019-026203 in the Official Records of Washington County, Oregon, the Declarant created the first phase of Denali ("Original Declaration"). The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Denali recorded on March 19, 2020, Instrument No. 2020-023343 in the Official Records of Washington County, Oregon, superceded and replaced the Original Declaration. The Supplemental Declaration for Denali Annexing Denali Meadows recorded on _____, Instrument No. _____ in the Official Records of Washington County, Oregon (collectively, the "Declaration").

B. Section 2.2 of the Declaration provides that Declarant may annex additional property to Denali and thereby make such property subject to the Declaration.

C. Denali Summit, the third phase of development, consists of Lots 1 – 16 and 26 - 33 and Common Area Tracts B - E. Tracts B, D and E are not Common Area.

D. Tract C will be owned and maintained by the Association. Tract B contains a water quality facility which will be conveyed to the City of Sherwood. Tracts D and E are private streets owned and maintained by the Association.

E. Maintenance of Common Area and Commonly Maintained Property. The Association shall be responsible for maintenance, repair, replacement, and upkeep of the Common Area (except to the extent such maintenance is done by a government agency) and Commonly Maintained Property. The cost shall be at the equal expense of the Owners of Lots subject to assessment. The Association shall keep the Common Area and Commonly Maintained Property in good condition and repair, provide for all necessary services and cause all acts to be

done which may be necessary or proper to assure the maintenance of the Common Area and Commonly Maintained Property.

F. Use of Common Areas. Open space Tract C shall be available for use by the general public. Use of the Common Area is subject to the provisions of the Declaration, Bylaws, Articles and the Rules and Regulations adopted by the Board. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area without the prior written consent of the Board. No Owner shall place or cause to be placed on any portion of the Common Area any trash, structure, equipment, improvement, furniture, package or object of any kind. Common Areas shall be used for no purpose other than what is customary for such areas. No alterations or additions to the Common Area shall be permitted without the prior written consent of the Board. The initial Common Area owned by the Association consists solely of Tracts C - E. Additional Common Area may be created by annexation of Additional Property by a supplemental declaration and plat.

DECLARANT DECLARES that pursuant to the terms of the Declaration, Declarant, as owner of the real property described in Exhibit "A" attached hereto, hereby annexes such real property to the planned development described in the Declaration. The annexed property shall hereafter be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms, provisions, covenants, conditions, restrictions, and easements of the Declaration, including subsequent amendments thereto.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration on the date set forth above.

J. T. ROTH CONSTRUCTION, INC.
an Oregon corporation

By: _____
J. T. Roth, Jr., President

STATE OF OREGON)
) ss. _____, 2020
County of _____)

Personally appeared before me the above-named J. T. Roth, Jr. who, being duly sworn, did say that he is the President of J. T. Roth Construction, Inc., an Oregon corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors; and acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon

Washington County, Oregon **2020-023343**
D-R/BAM
 Stn=6 M FERNANDES **03/19/2020 09:18:04 AM**
 \$145.00 \$5.00 \$11.00 \$5.00 \$60.00 **\$226.00**
 I, Margaret Garza, Interim Director of Assessment and Taxation and
 Ex-Officio County Clerk for Washington County, Oregon, do hereby
 certify that the within instrument of writing was received and
 recorded in the book of records of said county.
 Margaret Garza, Interim Director of
 Assessment and Taxation, Ex-Officio

AFTER RECORDING RETURN TO:
 Karna R. Gustafson
 Landye Bennett Blumstein LLP
 1300 SW Fifth Avenue, Suite 3600
 Portland, OR 97201

This instrument filed for record by LEX
 Fidelity National Title as an accommodation
 only. It has not been examined as to its
 execution or as to its effect upon the title.

3240 ACCO -

**AMENDED AND RESTATED
 DECLARATION OF
 PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR DENALI**

Declarant: J. T. Roth Construction, Inc.

(Bylaws of Denali Homeowners Association attached as Exhibit "A")

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**AMENDED AND RESTATED DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR DENALI**

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR DENALI (“Declaration”) is made by J. T. Roth Construction, Inc., an Oregon corporation (“Declarant”).

Recitals

This Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Denali supercedes and replaces the original Declaration recorded on May 1, 2019 in the Washington County Deed Records as Document No. 2019-026203. No Lots have been sold to third parties.

J.T. Roth Construction, Inc., an Oregon corporation, platted the real property known as Denali in the City of Sherwood, Washington County, Oregon. The following real property shall be subject to this Declaration:

Lots 1-7, inclusive, and Tracts A-E as shown on the plat map of Denali (the “Property”) recorded on May 1, 2019 in Washington County, Oregon, Deed Records as Document No. 2019-026199.

Tracts A, D and E are useable common area. Tract C is non-useable common area. Tract B is a water quality facility and not common area. The purpose and function of Track E is a consolidation of contaminated soils with concentrations at or below the applicable risk levels (ARL’s”).

The site underwent remedial clean-up action through the Oregon Department of Environmental Quality (“ODEQ”) to ensure any hazardous materials on site did not present a danger to public health or the environment. As a part of the remedial clean-up action, contaminated soil was removed off-site, and a Soil Cover (“SC”) was constructed on Tract E. Any activities that could potentially affect the integrity of the cover on Track E cannot be conducted without express approval of ODEQ.

Declarant intends to make Denali as a Class I planned community pursuant to the Oregon Planned Community Act. To establish Denali as a planned community, 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 Lots and Common Area in Denali.

Declarant has deemed it desirable for the efficient preservation of the values and amenities in Denali to create a nonprofit corporation, to which will be delegated and assigned the powers and authority to own, maintain and administer the Common Area, to maintain the Commonly Maintained Property, to administer and enforce the covenants, conditions, and restrictions of this Declaration, and to collect and disburse the assessments and charges hereinafter created.

NOW THEREFORE, Declarant declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the Oregon Planned Community Act as may be amended from time to time (ORS 94.550 to 94.783) and subject to the following covenants, conditions, restrictions, easements, charges and liens, which shall run with the land, which shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, and which shall inure to the benefit of the Association and of each Owner.

ARTICLE 1 **DEFINITIONS**

1.1 “Additional Property” shall mean and refer to any Lots and Common Area Tracts which may be subsequently annexed to Denali and subjected to this Declaration.

1.2 “Architectural Review Committee” or “ARC” shall refer to that committee constituted and acting pursuant to Article 6 of this Declaration.

1.3 “Articles” shall mean the Articles of Incorporation for the nonprofit corporation, Denali Homeowners Association, as filed with the Oregon Secretary of State.

1.4 “Association” shall mean and refer to Denali Homeowners Association, its successors and assigns.

1.5 “Board” shall mean the Board of Directors of the Association.

1.6 “Bylaws” shall mean and refer to the Bylaws of the Association which shall be recorded in the Washington County, Oregon, deed records.

1.7 “Common Area” shall mean and refer to Tracts A, C, D and E as shown on the recorded Plat of the Property, including any irrigation systems and improvements located thereon and any Common Area created by annexation of Additional Property and designation of all as a portion of such property as common area by a supplemental declaration and plat or by acquisition of any common property by the Association.

1.8 “Commonly Maintained Property” shall mean any property owned by a person or entity other than the Association for which the Association has the obligation to maintain, repair and replace. Commonly Maintained Property shall include, but not be limited to, the private driveway access easement located on Lot 2 serving Lots 1-3.

1.9 “Declaration” shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration.

1.10 “Declarant” shall mean and refer to J. T. Roth Construction, Inc., an Oregon corporation, and its successors or assigns, or any successor or assign to all or the remainder of its interest in the Property.

1.10 “Denali” shall mean Lots 1-7 of the Property and Tracts as designated on the Plat of Denali, and any Lots or Tracts subsequently annexed to Denali.

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

1.12 “Lot” shall mean and refer to each and any of Lots 1-7, and any additional Lots subsequently annexed to Denali; provided, however, that “Lot” shall not include any Tracts.

1.13 “Members” shall mean and refer to the Owners of Lots in Denali.

1.14 “Mortgage” means a recorded first mortgage, first trust deed, a first contract of sale that creates a first lien against a Lot, and “mortgagee” means the holder, beneficiary or vendor of such mortgage, trust deed or contract of sale, but only when such holder, beneficiary or vendor notifies the Association in writing of the existence of such mortgage and gives the Association a current name and mailing address.

1.15 “Occupant” shall mean and refer to the occupant of a Home, whether such person is an Owner, a lessee or any other person authorized by the Owner to occupy the Home.

1.16 “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 of a Lot under a land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.

1.17 “Plat” shall mean and refer to the Plat of Denali recorded in the Plat Records of Washington County, Oregon, and any supplemental plat(s) subsequently recorded annexing additional Lots and Common Area to Denali.

1.18 “Property” shall have the meaning attributed to such term in the Recitals of this Declaration and all such Lots and Common Area subsequently annexed to Denali.

1.19 “Reserve Account(s)” shall mean and refer to an account set up, if any, by the Board to hold funds for repair, replacement or maintenance of the Common Area and the Commonly Maintained Property.

1.20 “Rules and Regulations” shall mean and refer to the documents containing rules and regulations and policies adopted by the Board or the Architectural Review Committee, as may be from time to time amended.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Initial Development. The Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Washington County, Oregon, and described in that certain Plat maps entitled “Denali”, filed in the plat records of Washington County, Oregon. The initial development consists of Lots 1 through 7 and Tracts A through E. Declarant does not intend to build any Common Area improvements in Denali not described in this Declaration.

2.2 Annexation of Additional Property. Additional Property may be added by Declarant to Denali without the approval of any other Owner or the Association. Additional

Property must be annexed by a supplemental declaration not later than twenty (20) years from the date the Declaration is recorded. The annexation of such real property shall be accomplished as follows:

2.2.1 Supplemental Declaration. The Owner or Owners of such real property shall record a supplemental declaration which shall be executed by or bear the approval of Declarant and shall among other things, describe the real property to be annexed, establish land classifications for the Additional Property, establish any additional limitations, uses, restrictions, covenants and conditions which are intended to be applicable to such property, and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

2.2.2 Annexed Property a Part of Denali. The property included in any such annexation shall thereby become a part of Denali and the Association shall accept and exercise administration of any supplemental declaration with respect to such property.

2.2.3 Voting Rights of Annexed Lots. Upon annexation, additional Lots so annexed shall be entitled to voting rights as set forth in Section 7.3 below.

2.2.4 Annexed Lot Owners as Members. After complying with the procedures for annexation and upon conveyance of the first Lot in the annexed property to an Owner, Owners of Lots in the annexed property shall be Members, shall be subject to this Declaration and shall be entitled to the use and enjoyment of all Common Area and Commonly Maintained Property in Denali in the manner and for the purpose for which such Common Areas and/or Commonly Maintained Property are intended to be used and enjoyed. The Association shall reallocate the assessments to assess each Owner of a Lot in Denali as provided in Article 10.

2.3 Amendment. After the conversion of Class B membership to Class A membership, this Article may not be amended without the consent of Declarant as long as the Declarant owns a Lot or has a right to annex Additional Property to Denali.

2.4 Annexation with Approval of Membership. In addition to the rights of Declarant pursuant to Section 2.2, the Association or Declarant may subject any real property to the provisions of this Declaration with the consent of the Owner of such property, the affirmative vote of holders of at least seventy-five percent (75%) of the Class A voting power of the Association, and the written consent of the Class B Member, if any. Such annexation shall be accomplished by filing a supplemental declaration in the official records of Washington County, Oregon describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Any such supplemental declaration shall be signed by the President and Secretary of the Association and by the Owner of the annexed property. Any such annexation shall be effective upon the filing for record of such supplemental declaration, unless otherwise provided therein.

ARTICLE 3

OWNERSHIP AND EASEMENTS

3.1 Non-Severability. The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed

by the Owner separately from the interest in the Common Area. Any conveyance of any Lot shall automatically transfer the right to use the Common Area, subject to restrictions contained in the Declaration and Bylaws, without the necessity of express reference in the instrument of conveyance. There shall be no judicial partition of the Common Area. Each Owner, whether by deed, gift, devise or operation of law, for such Owner's benefit and for the benefit of all other Owners, specifically waives and abandons all rights, interests and causes of action for judicial partition of any interest in the Common Area and agrees that no action for judicial partition shall be instituted, prosecuted or reduced to judgment. Ownership interests in the Common Area and Lots are subject to the easements granted and reserved in this Declaration. Each of the easements granted or reserved herein shall be deemed to be established upon the recordation of this Declaration and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of Denali.

3.2 Ownership of Lots. Title to each Lot shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such persons and/or entities shall constitute one Owner.

3.3 Ownership of Common Area. Subject to subsection 3.5, title to any Common Area shall be conveyed to the Association.

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

3.4.1 Easements on Plat. The Common Area and Lots are subject to the easements and rights-of-way shown on the Plat and on any supplemental plat(s).

3.4.2 Easements for Tracts. Subject to the restrictions contained herein, every Owner shall have a non-exclusive right and easement of use and enjoyment in and to Common Area Tracts A and D, which shall be appurtenant to and shall pass with the title to every Lot. Tract B is a water quality facility which will eventually be conveyed to a governmental entity having jurisdiction over the area. There shall be no access to Tract B except by the Association's designated representatives or a governmental agency having jurisdiction over the area. Tract C is a storm water easement, and Tract E is an open space. There shall be no access to Tract C except by the Association, the Association's designated representatives or a governmental agency having jurisdiction over the area.

3.4.3 Easements Reserved by Declarant. So long as Declarant owns any Lot, Declarant reserves an easement over, under and across the Common Area and Commonly Maintained Property in order to carry out sales activities necessary or convenient for the sale of Lots. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress to, from, over, in, upon, under and across the Common Area and Commonly Maintained Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property in such a way as not to interfere unreasonably with the occupancy, use, enjoyment or access to an Owner's Lot by such Owner or such Owner's family, tenants, employees, guests or invitees.

3.4.4 Additional Utility and Drainage Easements. Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted or acquired by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of Denali. No structure, planting or other material that may damage or interfere with the installation or maintenance of utilities, that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easement areas shall be placed or permitted to remain within any easement area.

3.4.5 Association's Easements. Declarant grants to the Association and its duly authorized agents and representatives such easements over the Lots and Common Area as are necessary to perform the duties and obligations of the Association, as set forth in this Declaration, the Bylaws, and the Articles, as the same may be amended.

3.4.6 Easement to Governmental Entities. Declarant grants a non-exclusive easement over the Common Area to all governmental and quasi-government entities, agencies, utilities, and their agents for the purposes of performing their duties as utility and service providers.

3.4.7 Perimeter Easement Benefiting Association. Declarant grants to the Association and its duly authorized agents and representatives an easement over that perimeter portion of each Lot that is included within the building setbacks set by applicable ordinances for the purposes of installation, maintenance, repair, and replacement of utilities, communication lines, and drainage. The Board may grant or convey the easements reserved herein to any governmental body or agency and/or any public or private utility company or provider, upon a two-thirds (2/3) vote of the Board members at a duly called and held Board meeting.

3.5 Declarant's Right to Dedicate Common Area and Grant Easements; Board's Authority After Title Transferred to Association. Declarant reserves the right and power to dedicate and/or convey any portion or all of Tracts to any governmental body or agency. Declarant further reserves the right and power to grant an easement over Tracts to any governmental body or agency or any public or private utility company or provider without the approval of any other Owner or the Association. Declarant's rights and power under this Section shall expire as to each Tract when it is conveyed. Thereafter, the Board shall have the same powers reserved to Declarant and may exercise such power upon a two-thirds (2/3rds) or greater vote of the Board members at any duly called and held Board meeting. The provisions of this Section shall control over any provisions to the contrary contained in any other Section of the Declaration.

ARTICLE 4

USE, MAINTENANCE AND OCCUPANCY; RULES OF CONDUCT

4.1 Residential Use. Lots shall only be used for residential purposes. Except with the Board's consent no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot or in any Home, and no goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business shall be kept or stored on any Lot or in any Home. Nothing in this Section shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct

residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any residence as a sales office or model home for purposes of sales in Denali, and (c) the right of the Owner of a Lot to maintain such Owner's personal business or professional library, keep such Owner's personal business or professional records or accounts, handle such Owner's personal business or professional telephone calls or confer with business or professional associates, clients or customers in such Owner's residence. The Board shall not approve commercial activities otherwise prohibited by this Section unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable local government ordinances.

4.2 Construction of Homes. No construction of a Home or any other structure shall occur on a Lot unless the approval of the ARC is first obtained pursuant to Article 6. Consideration such as siting, shape, size, color, design, height, solar access, or material may be taken into account by the ARC in determining whether or not to consent to any proposed work.

4.3 Landscaping. Declarant shall install the front landscaping of each Lot. The Owner shall install the landscaping in the back of their Lot within six (6) months after the sale of a Home from the Declarant and shall be responsible for maintaining the landscaping of their Lot. Each Owner other than Declarant shall obtain the ARC's prior approval of any modification to the front yard landscaping before commencing. No ARC approval shall be required prior to installation of backyard landscaping.

4.3.1 Landscape Trees. Any landscape tree planted on Lot(s) 2, 3, 4, 5 shall be limited to a maximum of 15 feet in height.

4.4 Maintenance of Lots and Homes. Each Owner shall maintain such Owner's Lot and all improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, maintenance of windows, doors, screens, garage doors, accessory buildings, driveways, walks, patios, chimneys, gutter cleaning, landscaping, trees and other exterior improvements and glass surfaces. All repainting or restaining and exterior remodeling shall be subject to prior review and approval by the ARC. Each Owner shall repair damage caused to such Owner's Lot or improvements located thereon by fire, flood, storm, earthquake, riot, vandalism, or other causes within a reasonable period. Provided, however, the Association shall have such obligation with respect to the Commonly Maintained Property.

4.5 Rental of Homes. An Owner may rent or lease such Owner's Home or a portion thereof, provided that the following conditions are met:

4.5.1 Written Rental Agreements Required. The Owner and the tenant enter into a written rental or lease agreement specifying that (i) the tenant shall be subject to all provisions of the Declaration, Bylaws and Rules and Regulations, and (ii) a failure to comply with any provision of the Declaration, Bylaws and Rules and Regulations shall constitute a default under the rental or lease agreement;

4.5.2 Minimum Rental Period. The period of the rental or lease is not less than ninety (90) days;

4.5.3 Tenant Must be Given Documents. The Owner gives each tenant a copy of the Declaration, Bylaws and Rules and Regulations.

4.6 Animals. No animals, livestock or poultry of any kind, other than a reasonable number of household domestic pets that are not kept, bred or raised for commercial purposes and that are reasonably controlled so as not to be a nuisance, shall be raised, bred, kept or permitted within any Lot. Any Lot Owner who maintains any pet upon any portion of Denali shall be deemed to have agreed to indemnify and hold the Association, each of its members and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet. Such Owner shall further abide by all governmental sanitary laws and regulations, leash and other local and state laws relating to pets and rules or regulations of the Association created by the Board of Directors. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the premises upon the delivery of the third notice in writing of a violation of any rule, regulation or restriction governing pets within Denali. All pets shall be registered and inoculated as required by law.

4.7 Nuisance. No noxious, harmful or offensive activities shall be carried on upon any Lot or Common Area. Nor shall anything be done or placed on any Lot or Common Area that interferes with or jeopardizes the enjoyment of, or that is a source of annoyance to, the Owner or other Occupants. No Owner or Occupant shall cause or permit such Owner's representatives, agents, employees, or family members to cause any nuisance or to make any use or engage in any practice on the Property that is a source of annoyance to other Owners and Occupants or that interferes with other Owners' and Occupants' peaceful possession and proper use of the Property. Owners and Occupants shall exercise extreme care about creating disturbances, making noises or using musical instruments, radios, televisions and amplifiers that may disturb other Owners and Occupants. Owners and Occupants shall keep all parts of their respective Lots in a clean and sanitary condition, free of any accumulation of rubbish, refuse or garbage and free of any fire hazard and shall not cause any accumulation of rubbish, refuse or garbage or any fire hazard on any other part of the Property. Owners and Occupants shall place all of their rubbish, refuse and garbage inside disposal containers. No Owner shall make or permit any use of such Owner's Lot or of the Common Area that will increase the cost of insurance upon the Common Area. No outside burning of leaves, debris, trash, garbage or household refuse shall be permitted. No marijuana plants may be grown, in pots or otherwise, outside of a Home, and no marijuana plants may be placed on the exterior of the Home for any temporary period.

4.8 Improper, Offensive, Illegal or Unlawful Use. No Owner or Occupant shall make any improper, offensive, illegal or unlawful use of any part of the Property. Owners and Occupants shall observe all valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction over the Property. The responsibility for meeting the requirements of governmental bodies for maintenance, modification or repair of the Property shall be carried out and paid for in the same manner as the responsibility for the maintenance and repair of the Property concerned.

4.9 Parking. Boats, trailers, commercial vehicles, mobile homes, campers, and other recreational vehicles or equipment, regardless of weight, shall not be parked on any part of the Common Area, or on any streets on or adjacent to the Property for more than twenty-four (24)

hours, including loading or unloading, and may not be parked on any Lot, including the driveway, for more than seven (7) days unless they are fully enclosed in the garage.

4.10 Vehicles in Disrepair. No Owner shall permit any vehicle that 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 that is not currently licensed to be abandoned or to remain parked upon the Common Area or on any street on or adjacent to the Property at any time and may not permit them on a Lot for a period in excess of seven (7) days. A vehicle shall be deemed in a “state of disrepair” when the Board reasonably determines that its presence offends the occupants of the neighborhood. If an Owner fails to remove such vehicle within five (5) days following the date on which the Association mails or delivers to such Owner a notice directing such removal, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner as an assessment, which may be collected and enforced as any other assessments imposed pursuant to the Declaration and Bylaws.

4.11 Signs. No signs shall be erected or maintained on any Lot except that not more than one (1) “For Sale” or “For Rent” sign placed by the Owner or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any Lot. The restrictions contained in this Section shall not prohibit the temporary placement of “political” signs on any Lot by the Owner or Occupant. Provided, however, political signs shall be removed within three (3) days after the election day pertaining to the subject of the sign. Real estate signs shall be removed within three (3) days after the sale closing date.

4.12 Rubbish and Trash. No Lot or part of the Common Area 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. Solid waste, garbage and recycling containers shall be brought to the nearest public road on collection dates. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets, the Common Area or any other Lots. If an Owner fails to remove any trash, rubbish, garbage, yard rakings or any similar materials from any Lot, any streets or the Common Area where deposited by such Owner or the Occupants of such Owner’s Lot after notice has been given by the Board to the Owner, the Association may have such materials removed and charge the expense of such removal to the Owner. Such charge shall constitute an assessment, which may be collected and enforced as any other assessments imposed pursuant to the Declaration and Bylaws.

4.13 Fences and Hedges. No fences or boundary hedges shall be installed or replaced without prior written approval of the ARC.

4.14 Service Facilities. Service facilities (garbage containers, fuel tanks, clotheslines, etc.) shall be screened such that such facilities are not visible at any time from the street. All telephone, electrical, cable television and other utility installations shall be placed underground in conformance with applicable law and subject to approval by the ARC. No on-site storage of gasoline, heating or other fuels or any flammable liquids or gases shall be permitted on any part of a Lot, including any Home, except that up to five (5) gallons of fuel may be stored in each

Home for emergency purposes and for the operation of lawn mowers and similar tools or equipment.

4.15 Antennas and Satellite Dishes. Except as otherwise provided by law or this Section, no exterior antennas, satellite dishes, microwave, aerial, tower or other devices for the transmission or reception of television, radio or other forms of sound or electromagnetic radiation shall be erected, constructed or placed on any Common Area or Lot. Exterior satellite dishes with a surface diameter of one (1) meter or less and antennas designed to receive television broadcast signals or multi-channel multi-point distribution (wireless cable), may be placed on an Owner's Home. They shall be screened from neighboring Home to the extent possible. The Board or ARC may adopt reasonable rules and regulations governing the installation, safety, placement and screening of antennas, satellite dishes and other similar devices. This section and any rules adopted hereunder shall not unreasonably delay or increase the cost of installation, maintenance or use, or preclude reception of a signal of acceptable quality.

4.16 Exterior Lighting or Noise-making Devices. Except with the consent of the ARC, no exterior lighting or noise-making devices, other than security and fire alarms, shall be installed or maintained on any Home.

4.17 Basketball Hoops. No Owner may install a permanent basketball hoop on any Lot without the ARC's prior approval. The ARC may, in its discretion, prohibit such basketball hoops.

4.18 Grades, Slopes and Drainage. There shall be no interference with the established drainage patterns or systems over or through any Lot within Denali so as to affect any other Lot or Common Area or any real property outside Denali unless adequate alternative provision is made for proper drainage and is approved by the ARC. The term "established drainage" shall mean the drainage swales, conduits, inlets and outlets designed and constructed for Denali.

4.19 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, unless the provisions of Article 6 are complied with by the Owner. The Owner must commence such work within sixty (60) days after the damage occurs and must complete the work within six (6) months thereafter.

4.20 Right of Maintenance and Entry by Association. If an Owner fails to perform maintenance and/or repair that such Owner is obligated to perform pursuant to this Declaration, and if the Board determines, after notice, that such maintenance and/or repair is necessary to preserve the attractiveness, quality, nature and/or value of Denali, the Board may cause such maintenance and/or repair to be performed and may enter any such Lot whenever entry is necessary in connection with the performance thereof. An Owner may request, and the Board shall conduct, a hearing on the matter. The Owner's request shall be in writing delivered within five (5) days after receipt of the notice, and the hearing shall be conducted within not less than five (5) days nor more than twenty (20) days after the request for a hearing is received. Entry

shall be made with as little inconvenience to an Owner as practicable and only after advance written notice of not less than forty-eight (48) hours, except in emergency situations. The costs of such maintenance and/or repair shall be chargeable to the Owner of the Lot as an assessment, which may be collected and enforced as any other assessments authorized hereunder.

4.21 Association Rules and Regulations. The Board from time to time may adopt, modify or revoke such Rules and Regulations governing the conduct of persons and the operation and use of Lots and the Common Area as it may deem necessary or appropriate to assure the peaceful and orderly use and enjoyment of the Property and the administration and operation of the Association. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Board promptly to each Owner and shall be binding upon all Owners and occupants of all Lots upon the date of delivery or actual notice thereof. Subject to approval or consent by the Board, the ARC may adopt rules and regulations pertinent to its functions.

4.22 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.

4.23 Temporary Structures. No structure of a temporary character or any trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot as a residence, either temporarily or permanently.

4.24 Declarant Exemptions. The Declarant shall be exempt from the application of Section 4.11.

4.25 Accessory Buildings. All accessory buildings and structures shall require prior approval of the ARC. All accessory buildings and structures shall be designed, constructed and maintained compatible with the exterior materials, character and style of the Home. The ARC may require the accessory buildings to be painted the same color as the Home.

ARTICLE 5

COMMON AREA AND COMMONLY MAINTAINED PROPERTY

5.1 Use of Common Areas. Use of the Common Area is subject to the provisions of the Declaration, Bylaws, Articles and the Rules and Regulations adopted by the Board. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area without the prior written consent of the Board. No Owner shall place or cause to be placed on any portion of the Common Area any trash, structure, equipment, improvement, furniture, package or object of any kind. Common Areas shall be used for no purpose other than what is customary for such areas. No alterations or additions to the Common Area shall be permitted without the prior written consent of the Board. The initial Common Area owned by the Association consists solely of Tracts A, C, D and E. Tracts A, D and E are useable open space. Tract C is a sewer easement and not useable. Tract B is a water quality facility and not Common Area. There shall be no access to Tract C, except for maintenance purposes by persons designated by the Association or by governmental entities having jurisdiction. Additional

Common Area may be created by annexation of Additional Property by a supplemental declaration and plat.

5.2 Maintenance of Common Area and Commonly Maintained Property. The Association shall be responsible for maintenance, repair, replacement, and upkeep of the Common Area (except to the extent such maintenance is done by a government agency) and Commonly Maintained Property. The cost shall be at the equal expense of the Owners of Lots subject to assessment. The Association shall keep the Common Area and Commonly Maintained Property in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of the Common Area and Commonly Maintained Property.

5.3 Alterations to Common Area. Only the Association or governmental agency have jurisdiction over the area and shall construct, reconstruct, or alter any improvement located on the Common Area. A proposal for any construction of or alteration, maintenance or repair to any such improvement may be made at any Board meeting.

5.4 Funding. Expenditures for alterations, maintenance or repairs to an existing improvement for which a reserve has been collected shall be made from the Reserve Account. The Board may levy a special assessment to fund any construction, alteration, repair or maintenance of the Common Area and Commonly Maintained Property for which no reserve has been collected or for which the Reserve Account is insufficient to cover the cost.

5.5 Condemnation of Common Area. If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be received by and expended by the Board in a manner that, in the Board's discretion, is in the best interest of the Association and the Owners. The Association shall represent the interest of all Owners in any negotiations, suit, action or settlement in connection with such matters.

5.6 Damage or Destruction of Common Area. If all or any portion of the Common Area or Commonly Maintained Property is damaged or destroyed by an Owner or any of Owner's guests, Occupants, tenants, licensees, agents or members of Owner's family, such Owner hereby authorizes the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constructed or as may be modified or altered subsequently by the Association in the discretion of the Board. Reasonable costs incurred in connection with affecting such repairs shall become a special assessment upon the Lot and against the Owner who caused or is responsible for such damage.

5.7 Power of Association to Sell, Convey or Grant Security Interest in Common Area. The Association may sell, convey or subject to a security interest any portion of the Common Area pursuant to the processes and limitations set forth in ORS 94.665.

ARTICLE 6

ARCHITECTURAL REVIEW COMMITTEE

6.1 Architectural Review. No improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape,

heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. This Article's purpose is to assure quality of workmanship and materials and harmony between exterior design and the existing improvements and landscaping and as to location with respect to topography and finished grade elevations. The ARC shall not be responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the applicant's responsibility. The procedure and specific requirements for review and approval of construction shall be set forth in design guidelines and standards adopted from time to time by the ARC. The provisions of this Article shall apply in all instances in which this Declaration requires the ARC's consent.

6.2 Architectural Review Committee, Appointment and Removal. Declarant shall act as the ARC until Denali is one hundred percent (100%) built out. After build out, or such earlier time as the Declarant may elect in writing, the Board shall have the right to appoint and remove members of the ARC. After the Board has the right to appoint the members of the ARC, the ARC shall consist of no fewer than three (3) members and no more than five (5) members. The Board may appoint itself as the ARC or any of its members to the ARC. If an ARC has not been appointed, the Board shall serve as the ARC. Homes built by the Declarant shall not require ARC approval.

6.3 Majority Action. 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 member or 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 Duties. 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").

6.5 ARC Decision. The ARC shall render its written decision approving or denying each application submitted to it within fifteen (15) working days after its receipt of all materials required with respect to such application. If the ARC fails to render such written decision within fifteen (15) days of its receipt of all required materials or request an extension, the application shall be deemed approved. The ARC shall be entitled to request one or more extensions of time, not to exceed thirty (30) days. In the event of such extension requests, if the ARC does not render a written decision within the extension period, the application shall be deemed approved. Provided, however, the applicant may agree to further extensions to allow the applicant to complete or supplement the application.

6.6 ARC Discretion. The ARC, at its sole discretion, may 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 Denali. The ARC may consider siting, shape, size, color, design, height, view preservation, solar access or other effect on the enjoyment of other Lots or the Common Area, and any other factors that it reasonably believes to be relevant in determining whether or not to consent to any proposed work.

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

6.8 Appeal. Once the Board has the right to appoint ARC members, any Owner adversely impacted by action of the ARC may appeal such action to the Board. Such appealing Owner shall submit to the Board a written notice of appeal, setting forth specific objections or mitigating circumstances justifying the appeal, to the Board within ten (10) days after the ARC's action. The Board shall issue a final, conclusive decision within forty-five (45) days after receipt of such notice, and such decision shall be final and binding upon the appealing Owner and the ARC. Provided, however, the Board shall make reasonable efforts to reach a decision within twenty (20) days. If the Board is serving as the ARC, then such appeal shall be deemed a request for reconsideration.

6.9 Effective Period of Consent. The ARC's consent to any proposed work shall automatically expire three (3) months after issuance unless construction of the project has been commenced or the Owner has applied for and received an extension of time from the ARC.

6.10 Determination of Compliance. The ARC may 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 noncompliance and shall require the Owner to remedy the noncompliance.

6.11 Noncompliance. If the ARC determines that an Owner has not constructed an improvement consistent with the specifications of an ARC approval or an Owner has constructed an improvement without obtaining ARC approval, and the ARC sends a notice of noncompliance to such Owner and such Owner fails to commence diligently remedying such noncompliance in accordance with such notice, then, effective at 5 p.m. on the third (3rd) day after issuance of such notice, the ARC shall provide notice of a hearing to consider the Owner's continuing noncompliance. The hearing shall be set not more than thirty (30) days from the date on which the notice of noncompliance was issued. At the hearing, if the ARC finds that there is no valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of achieving compliance and may issue a fine against the noncomplying Owner for such amount. The ARC also shall require the Owner to remedy such noncompliance within ten (10) days after the date of the ARC's determination. If the Owner does not comply with the ARC's ruling within such period or any extension thereof granted by the ARC, at its sole discretion, the ARC may remove the noncomplying improvement, remedy the noncompliance, and/or record a notice of noncompliance in the county deed records. The costs of any such action shall be assessed against the Owner as an assessment either before or after any remedial action is taken.

6.12 Liability. Neither the ARC nor any member thereof shall be liable to any person or entity for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the ARC or the member has, in accordance with its or his actual knowledge, acted in good faith.

6.13 Estoppel Certificate. Within fifteen (15) working days after the ARC's receipt of a written request from an Owner and the ARC's receipt of payment of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the Chairperson or other authorized member of the ARC certifying with respect to any Lot owned by the Owner, that, as of the date thereof either (a) all improvements made or done upon such Lot comply with this Declaration, or (b) such improvements do not so comply, in which event, the certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance. The Owner and such Owner's heirs, devisees, successors and assigns shall be entitled to rely on the certificate with respect to the matters set forth therein. The certificate shall be conclusive as among Declarant, the ARC, the Association, all Owners, and all persons deriving any interest through any of them.

6.14 Fees. The ARC may charge applicants a reasonable application fee and additional costs incurred or expected to be incurred by the ARC to retain architects, attorneys, engineers and other consultants to advise the ARC concerning any aspect of the applications and/or compliance with any appropriate architectural criteria or standards. Such fees shall be collectible as assessments.

6.15 Declarant and Successor Exempt From ARC. The Declarant or a successor to all of the unsold Lots shall be exempt from the requirement to submit and have plans approved by the ARC.

ARTICLE 7 **MEMBERSHIP IN THE ASSOCIATION**

7.1 Members. Each Owner shall be a 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 shall transfer automatically 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 such Owner's vote in person, by written ballot or pursuant to a proxy executed by such Owner. An Owner may not revoke a proxy given pursuant to this Section 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 undated 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. The Association shall have two (2) classes of voting members:

7.3.1 Class A. Class A members shall be all Owners of Lots other than Declarant, and each Class A member shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote.

7.3.2 Class B. The Class B member shall be Declarant, its successors and assigns. The Class B member shall have three (3) votes for each Lot owned. The Class B

membership shall cease and be converted to Class A membership upon the earlier of the following dates (the "Termination Date"):

- (a) Twenty (20) years after the date this Declaration is recorded; and
- (b) At such earlier time as Declarant elects in writing to terminate Class B membership.

After the Termination Date, each Owner, including 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 subject to this Declaration, initially or through annexation.

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 shall fractional voting be allowed. Fractional or split votes shall be disregarded, except for purposes of determining a quorum.

7.4 Procedure. All meetings of the Association, the Board, the ARC, and Association committees shall be conducted with such rules of order as may from time to time be adopted by the Board. 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. Declarant hereby reserves administrative control of the Association. Declarant, in its sole discretion, shall have the right to appoint and remove members of an interim board (the "Interim Board"), which shall manage the affairs of the Association and be invested with all powers and rights of the Board until the Turnover Meeting (as hereinafter defined). The Interim Board shall consist of from one (1) to three (3) members. Notwithstanding the provision of this Section, at the Turnover Meeting, at least one (1) Director shall be elected by Owners other than Declarant, even if Declarant otherwise has voting power to elect all three (3) Directors.

8.2 Turnover Meeting. Declarant shall call a meeting for the purposes of turning over administrative control of the Association from Declarant to the Class A members within sixty (60) days of the earlier of the following dates:

8.2.1 Latest Date. Eighty percent (80%) of the Lots have been sold and conveyed by Declarant to third parties;

8.2.2 Optional Turnover. At such time as Declarant has elected in writing to terminate Class B membership.

Declarant shall give notice of the Turnover Meeting to each Owner as provided in the Bylaws. If Declarant does not call the Turnover Meeting required under this Section, the Transitional Advisory Committee or any Owner may do so.

ARTICLE 9
DECLARANT'S SPECIAL RIGHTS

9.1 General. Declarant is undertaking the work of developing Lots and other improvements within Denali. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Homes on all Lots on the Property, including Additional Property that may be annexed, have been constructed, fully completed and sold, with respect to the Common Area and each Lot on the Property, Declarant shall have the special rights set forth in this Article 9.

9.2 Marketing Rights. Declarant shall have the right to maintain a sales office and model on one or more of the Lots which Declarant owns. 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. Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the Property, including, without limitation, on the Common Area.

9.3 Declarant Easements. Declarant reserves easements over the Property as more fully described in Sections 3.4 and 3.5 hereof.

9.4 Additional Improvements. Declarant does not agree to build any improvements not described in this Declaration.

9.5 Control of the ARC. Declarant shall have the right, but not the obligation, to control all aspects of the ARC, including the modification or adoption of the Architectural Standards as described in Article 6 herein.

ARTICLE 10
FUNDS AND ASSESSMENTS

10.1 Purpose of Assessments; Expenses. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, aesthetics and welfare of the Owners and Occupants of Denali, for the improvement, operation and maintenance of the Common Area and the Commonly Maintained Property, for the payment of obligations of the Association, for the administration and operation of the Association and for property and liability insurance.

10.2 Covenants to Pay. Owners covenant and agree to pay the Association the assessments and any additional charges levied pursuant to this Declaration or the Bylaws. All assessments for operating expenses, repairs and replacement and reserves shall be allocated among the Lots and their Owners as set forth in Section 10.4.2. Provided, however, Lots owned by the Declarant shall not be subject to assessment.

10.2.1 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 as set forth in Section 10.1. 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 such funds shall be deemed automatically transferred to the successor in interest to such Owner.

10.2.2 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.

10.2.3 Right to Profits. Association profits, if any, shall be the property of the Association and shall be contributed to the Current Operating Account.

10.3 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 of the initial annual assessment to Owners other than the Declarant shall be determined by the Declarant. The Declarant shall be exempt from paying any assessments (operating, special and reserve) on all Lots owned by it.

10.3.1 Commencement of Operating Assessments. The date of commencement of the operating assessments shall be determined by the Declarant; however, in no event shall they commence later than the Turnover Meeting; provided, however, the Declarant shall be exempt from paying the operation portion of the assessment on all Lots owned by it.

10.3.2 Commencement of Reserves. The reserve portion of the assessment, if any, shall commence for a Lot from date of transfer of ownership of that Lot from the Declarant to a third party. The Declarant shall be exempt from paying the reserve portion of the assessment on all Lots owned by it.

10.4 Annual Assessments. Annual assessments for each year shall be established when the Board approves the budget for that 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. 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.

10.4.1 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 estimated revenue and expenses. Once assessments begin, 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 calendar year.

10.4.2 Allocation of Assessments. The total amount in the budget shall be charged equally against all Lots that are subject to assessment.

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

10.5 Special Assessments. The Board and/or the Owners shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes; provided however, the Declarant shall be exempt from special assessments:

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

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

10.5.3 Repairs. To collect additional amounts necessary to make repairs or renovations to the Common Area or Commonly Maintained Property if sufficient funds are not available from the operating budget or replacement reserve accounts, by vote of a majority of the Board; or

10.5.4 Capital Improvements. To make capital acquisitions, additions or improvements, by vote of at least eighty percent (80%) of all votes allocated to the Lots.

10.6 Accounts.

10.6.1 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 or cause to be deposited 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 major maintenance, repair, replacement and deferred maintenance of the Common Area and Commonly Maintained Property, if any, into the Reserve Account. In its books and records, the Association shall account separately for operating expenses relating to the Common Area/Commonly Maintained Property and operating expenses relating to all other matters, as well as for necessary reserves relating to the Common Area/Commonly Maintained Property and necessary reserves relating to all other matters.

10.6.2 Reserve Account. Declarant shall establish a Reserve Account, in the name of the Association, which shall be kept separate from all other funds held by the Association. The Association shall pay out of the Reserve Account only those costs that are attributable to the maintenance, repair or replacement of any Common Area property and Commonly Maintained Property that normally requires major maintenance, repair or replacement, in whole or in part, within one (1) 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.

10.6.2.1 Calculation of Reserve Assessment; Reserve Study. The reserve assessment is based on the estimated remaining life and current replacement cost of any Common Area property and Commonly Maintained Property which normally requires major maintenance, repair or replacement, in whole or in part, within one (1) to thirty (30) years. Not less often than annually, the Board of Directors shall inventory all items of any Common Area and Commonly Maintained Property and shall estimate the remaining life of each item and the

current replacement cost of each of such items. The total Reserve Account assessment shall be equal to the sum of the estimated major maintenance repair or replacement cost of each item which has an estimated life of greater than one (1) but less than thirty (30) years, divided by the estimated number of years of life for such item. The Board of Directors shall establish a thirty (30)-year plan for maintenance, repair and replacement of any Common Area and Commonly Maintained Property with regular and adequate contributions, adjusted by estimated inflation and interest earned on reserves, to meet the maintenance, repair, and replacement schedule. The Board of Directors shall, within thirty (30) days after conducting the reserve study, provide to every Owner a written summary of the reserve study and of any revisions to the thirty (30)-year plan adopted by the Board of Directors or the Declarant as a result of the reserve study. The reserve account assessment shall be allocated pursuant to Section 10.4.2. The Board of Directors shall annually conduct a reserve study and a maintenance plan for the common elements, or review and update an existing study of any Common Area or Commonly Maintained Property to determine the reserve account requirements.

10.6.2.2 Loan from Reserve Account. After the Turnover Meeting described in Section 8.2, the Board may borrow funds from the Reserve Account to meet high seasonal demands on the Association's regular operating fund or to meet unexpected increases in expenses. Funds borrowed must be repaid later from assessments if the Board has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board shall adopt by resolution a written payment plan providing for repayment within a reasonable period.

10.6.2.3 Investment of Reserve Account. Nothing in this Section prohibits the prudent investment of Reserve Account funds, subject to any constraints imposed by the Board, the Bylaws, the Rules and Regulations or the Oregon Planned Community Act.

10.6.2.4 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's balance as a separate item in the sales contract providing for the conveyance of their Lot.

10.6.2.5 Reserves on Declarant Owned Lots. If a Lot owned by the Declarant becomes subject to assessment as provided in Section 10.4.2, the Declarant may accrue the reserve portion of the assessment until the Lot is sold to a third party not affiliated with the Declarant.

10.6.3 Current Operating Account. All costs other than those to be paid from the Reserve Account may be paid from the Current Operating Account.

10.7 Default in Payment of Assessments; Enforcement of Liens.

10.7.1 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 grantors 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.

10.7.2 Association Lien. The Association shall have a lien against each Lot for any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof that is delinquent. The Association's lien shall accumulate all future assessments or installments, reimbursement assessments, interest, late fees, penalties, fines, attorneys' fees (whether or not suit or action is instituted), actual administrative costs, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Recording of the Declaration constitutes record notice and perfection of the lien. Said lien may be foreclosed at any time pursuant to the Planned Community Act. The Association shall record a notice of a claim of lien for assessments and other charges in the deed records of Washington County, Oregon, before any suit to foreclose may be filed. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, any first mortgage, deed of trust or land sale contract recorded before the Association's notice of lien.

10.7.3 Interest; Fines; Late Fees; Penalties. 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 and penalties on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws, Architectural Standards and the Rules and Regulations adopted by the Board or the ARC. The adoption of such impositions shall be communicated to all Owners in writing before the effective date by a notice mailed to the assessment billing address of such Owners or transmitted electronically to the Owners as permitted by the Planned Community Act. Such impositions shall be considered assessments that are lienable and collectible in the same manner as any other assessments; provided, however, that 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 or special assessments may not be imposed against an Owner or such Owner's Lot until such Owner is given an opportunity for a hearing as elsewhere provided herein.

10.7.4 Acceleration of Assessments. If 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 calendar year and all future installments of any special assessments.

10.7.5 Association's Right to Rents; Receiver. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting Owner for the use of such Owner's Lot or shall be entitled to the appointment of a receiver.

10.8 Statement of Assessments.

10.8.1 The Association shall provide, within ten (10) business days of receipt of a written request from an Owner, a written statement that provides:

10.8.1.1 The amount of assessments due from the Owner and unpaid at the time the request was received, including:

- (a) Regular and special assessments;
- (b) Fines and other charges;
- (c) Accrued interest; and
- (d) Late payment charges.

10.8.1.2 The percentage rate at which interest accrues on assessments that are not paid when due.

10.8.1.3 The percentage rate used to calculate the charges for late payment or the amount of a fixed charge for late payment.

10.8.2 The Association is not required to comply with Section 10.8.1 if the Association has commenced litigation by filing a complaint against the Owner and the litigation is pending when the statement would otherwise be due.

ARTICLE 11

GENERAL PROVISIONS

11.1 Records. The Board shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board also shall 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 Board committees, and the Association's financial records shall be maintained in the state of Oregon and reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies.

11.2 Delegation to a Master Association. The Association may, pursuant to a resolution adopted by the Board, delegate any of the powers of the Association under the Planned Community Act, the Declaration and/or Bylaws to a master association and the master association may exercise such power. The Association may contract with the master association to perform any obligations or duties of the Association, the cost of which shall be charged to the Association.

11.3 Indemnification of Directors, Officers, Employees and Agents. The Association shall indemnify any Director, officer, 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 such person 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 such person acted in good faith and in a manner that such person 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 that such person's 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 such person 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 that such person's 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 benefited from the acts which created said liability.

11.4 Enforcement; Attorneys' Fees. The Association, the Owners, the Declarant and any mortgagee holding an interest on a 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. In the event suit or action is commenced to enforce the terms and provisions of this Declaration (including without limitations, for the collection of assessments), the prevailing party shall be entitled to its actual administrative costs incurred because of a matter or event which is the subject of the suit or action, 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 and costs incurred in any enforcement activity or to collect delinquent assessments, together with the Association's actual administrative costs, whether or not suit or action is filed.

11.5 Construction Defect Claim Procedure. No litigation shall be commenced against the Declarant, contractor or builder of the Home or any Owner of a Lot in respect to any alleged defect in a Home or on any Common Area except in compliance with the process set forth in ORS 701.560 to 701.595 and ORS 701.605.

11.6 Severability. Invalidity 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.

11.7 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) 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, that amendments that do not constitute rescission of the planned community may be adopted as provided in Section 11.7.

11.8 Amendment. Except as otherwise provided in Section 11.6 or ORS 94.590, and the restrictions set forth elsewhere herein, this Declaration may be amended at any time by an

instrument approved by not less than seventy-five percent (75%) of the total votes 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 and that no amendment affecting the general plan of development or any other right of Declarant herein contained may be effected without the express written consent of Declarant or its successors and assigns, including, without limitation, amendment of this Section.

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

11.10 Unilateral Amendment by Declarant. In addition to all other special rights of Declarant provided in this Declaration, 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. Prior to the Turnover Meeting, no such amendment shall require notice to or approval by any Class A member.

11.11 Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing Denali, such conflict shall be resolved by looking to the following documents in the order shown below:

- (a) Declaration;
- (b) Articles;
- (c) Bylaws;
- (d) Rules and Regulations.

IN WITNESS WHEREOF, Declarant has executed this instrument this 18 day of MARCH, 2020.

J. T. ROTH CONSTRUCTION, INC.
an Oregon corporation



By: [Signature]
J. T. Roth, Jr., President

STATE OF OREGON)
County of Washington) ss.

3-18, 2020

Personally appeared before me the above-named J. T. Roth, Jr. who, being duly sworn, did say that he is the President of J. T. Roth Construction, Inc., an Oregon corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors; and acknowledged said instrument to be its voluntary act and deed.



Notary Public for Oregon

EMERIO *Design*

CIVIL ENGINEERS & PLANNERS

DATE: 3-8-2021

**PROPERTY OWNER/
DEVELOPER:**

Dennis and Paula Yuzon – 2S133CB00100 (Owner)
23120 SW Murdock Road
Sherwood, OR

Jacob Miller – 2S133CB00200 (Owner/Developer)
23008 SW Murdock Road
Sherwood, OR

J.T. Roth Construction, Inc. 2S133CB00100 (Developer & Owner of Tract E)
Attn: Tim Roth
12600 SW 72nd, Suite 200
Portland, OR 97223

**CIVIL ENGINEER,
PLANNING &
SURVEYOR:**

Emerio Design, LLC
Attn: Steve Miller
6445 SW Fallbrook Pl., Suite 100
Beaverton, OR 97008
(541) 318-7487

REQUEST: Final PUD Development Plan Approval for a the “**Denali Summit PUD**”

SITE

LOCATION: 23008 SW Murdock Road and 23120 SW Murdock Road

ZONING: VLDR, Very Low Density Residential, City of Sherwood, Oregon

SIZE: 15.07 Acres /656,580 Square Feet

LEGAL DESCRIPTION: Tax Map 2S133CB, Tax Lots 100, 200, and Tract E

LIST OF EXHIBITS:

- 1 - Detailed Final Development Plan and Landscape Plans
- 2 - Vicinity Map and Tax Maps
- 3 - CC&R's
- 4 – Title Report

5 – Copy of Ordinance 2020-012 – City Council PUD Approval for the Denali Summit PUD

6 – Street Naming Narrative

7 - Preliminary Plat

SHERWOOD PLANNING CODE SECTIONS

16.40.030 – Planned Unit Development Final Development Plan

16.120 – Final Subdivision Plat

16.58 – Vision Clearance

I. INTRODUCTION

The applicant is applying for Final PUD Development Plan approval to divide an approximately 15.07 - acre property in a manner that allows the applicant to provide a variety of lot sizes and housing types, while at the same time preserving approximately 15% of the site in usable common open space. The applicant obtained Preliminary PUD approval from the City Council through Ordinance 2020-012 (i.e. File #'s LU 2020-013 SUB, PUD) on January 25, 2020.

This Final PUD Development Plan application is a request to develop the forty-one (41) lot subdivision entitled “**Denali Summit PUD**”. As designed the proposed unit types blend in well with exiting development in the area and provide a good transition from the other recently approved Denali PUD’s located to the south and west. Thus, the proposed PUD will have a look and feel similar to other nearby developments in the City, as well as provide the third development within the SE Sherwood Master Plan boundary that will be superior to a typical subdivision development.

With approval of the Final PUD Development Plan, the applicant will be able to create a greater variety and diversification in the relationship between homes and open spaces by using planned building groups. Together the combination of mixed housing types, pedestrian pathways, and the requested deviations to the City’ development code will improve property values and enhance the living environment both within the PUD and for the existing neighborhoods adjacent to the site.

II. PRELIMINARY PUD CONDITIONS OF FINAL APPROVAL

Chapter 16.40 - PLANNED UNIT DEVELOPMENT (PUD)

16.40.030 - Final Development Plan

A. Generally

Upon approval of the PUD overlay zoning district and preliminary development plan by the Council, the applicant shall prepare a detailed Final Development Plan as per this Chapter, for review and approval of the Commission. The Final Development Plan shall comply with all conditions of approval as per [Section 16.40.020](#). In addition, the applicant shall prepare and submit a detailed site plan for any non-single-family structure or use not addressed under [Section 16.40.020\(B\)\(6\)](#), for review and approval, pursuant to the provisions of [Chapter 16.90](#). The site plan shall be processed concurrently with the Final Development Plan.

B. Final Subdivision Plat

If the PUD involves the subdivision of land, a final plat must be prepared and submitted for final approval, pursuant to [Chapter 16.120](#).

RESPONSE: The applicant received preliminary PUD approval by the City Council on January 25, 2020 (see Ordinance 2020-012). With this request the applicant has submitted the Final Development Plan as per this Chapter for review and approval of the Commission. A detailed final development plan has been provided (see Exhibit 1) for review and approval by the Planning Commission. In addition, as part of the submitted application materials, the applicant has also submitted a copy of the final PUD plat for final approval, pursuant to Chapter 16.120.

A. General Conditions

- 1. Compliance with the Conditions of Approval is the responsibility of the developer or its successor in interest.***

RESPONSE: The applicant understands that compliance with the Conditions of Approval is their responsibility or its successor in interest.

- 2. Development and construction on the site shall conform substantially to the preliminary plat plans submitted by Emerio Design as part of the land use review, except as modified in the conditions below, (and shall conform specifically to final construction plans reviewed and approved by the City Engineer, the Building Official, Clean Water Services, and Tualatin Valley Fire and Rescue, and Washington County). All plans shall comply with the applicable building, planning, engineering and fire protection codes of the City of Sherwood.***

RESPONSE: The applicant's submitted Final Development Plan application complies with this condition of approval as the plans substantially comply with the submitted preliminary site plans and narrative, as prepared by Emerio Design, except as modified in the following conditions.

The developer has submitted for an early grading plan, which is currently being review by the City's Engineering staff and all other affected government agencies. All plans comply with the applicable codes of the City of Sherwood.

Thus, except as modified in the conditions below, the applicant's submitted Final Development Plan complies with this condition of approval as the plan substantially complies with the submitted preliminary site plans and narrative, as prepared by Emerio Design.

- 3. This approval is valid for a period of two (2) years from the date of the decision notice. Extensions may be granted by the City as afforded by the Sherwood Zoning and Community Development Code.***

RESPONSE: The applicant understands that the approval is valid for a two (2) year period from the date of the decision notice. It's not anticipated that an extension will be necessary as the applicant intends to complete the project in 2021. However, should the applicant experience a delay, then an extension will be sought pursuant to the requirements of the Sherwood Zoning and Community Development Code at that time.

- 4. The preliminary plat approval is valid for two years from the date of the Notice of Decision. The final plat shall be approved by the City within two years of Notice of Decision, unless an extension is granted by the City prior to the two-year deadline.***

RESPONSE: The applicant understands that the approval is valid for a two (2) year period from the date of the decision notice. It's not anticipated that an extension will be necessary as the applicant intends to complete the project in 2021. However, should the applicant experience a delay, then an extension will be sought pursuant to the requirements of the Sherwood Zoning and Community Development Code at that time.

With this Final PUD Development Plan application, the applicant has subsequently submitted a preliminary Final Subdivision Plat for review. Upon receiving comments and feedback from the County Surveyor and City Staff, the applicant will prepare mylar copies for final signature. All requirements for signature of the mylar will be completed by the applicant within two (2) years of approval of the final plat as required by the above procedures.

5. Placement of construction trailers or temporary storage containers on the subject property shall require a Temporary Use Permit per Section 16.86 of the SZCDC.

RESPONSE: The applicant understands the above condition and will work with the City to obtain a Temporary Use Permit should the placement of a construction trailer or temporary storage be necessary.

6. This approval does not negate the need to obtain permits, as appropriate from other local, state or federal agencies even if not specifically required by this decision.

RESPONSE: The applicant is aware that the City's approval does not negate the need for other permits. As such, the applicant will obtain all necessary permits whether local, state or federal as appropriate for the development of the project.

7. All fences within the subdivision shall meet the requirements in Sherwood Zoning and Community Development Code Chapter 16.58.020.

RESPONSE: The property owner/applicant is aware of this condition of approval and will make sure that all fences within the subdivision meet the requirements in Sherwood Zoning and Community Development Code Chapter 16.58.020. Fencing will be installed with the development of the future dwellings and will be reviewed during the building permit review process.

8. Decks, fences, sheds, building additions and other site improvements shall not be located within any easement unless otherwise determined by the City of Sherwood.

RESPONSE: The property owner/applicant is aware of this condition of approval and will make sure that no decks, fences, sheds, building additions and/or other site improvements are not located within any easement unless otherwise determined by the City of Sherwood.

9. Restrict and maintain on-site landscaping, utilities, and any other obstructions in the sight distance triangles to provide adequate sight distance at access locations.

RESPONSE: As required by the above condition, all sight distance triangles will be adequately maintained to provide adequate sight distance at access locations. All sight distance triangles are shown on Sheet 6 of the submitted plan set.

10. Prior to Building Permit application submittal, obtain address(es) for the site or parcels.

RESPONSE: The property owner/applicant is aware of this condition of approval and will apply for and receive city addressing for all lots once the subdivision plat is recorded with the County Surveyor.

11. Per City of Sherwood standards, all new utilities shall be placed underground.

RESPONSE: All new utilities are proposed to be located underground as part of the development of the PUD.

12. The required public improvements and common areas shall be substantially completed within one (1) year from the date of the Notice of Decision for the final plat and Final Development Plan.

RESPONSE: The applicant/developer is aware of the above condition of approval and understands that the required public improvements and common areas must be substantially completed within one (1) year from the date of the Notice of Decision for the final plat and Final Development Plan.

13. *The applicant shall submit for and obtain final plat and final development plan approval meeting all conditions of the preliminary plat and preliminary development plan approval.*

RESPONSE: This condition of approval is satisfied with this application submittal. With this request, the Applicant is requesting final plat and final development plan approval. The proposed application demonstrates compliance with all conditions of the preliminary plat and preliminary development plan approval.

14. *No property created by the subdivision approval shall be disposed of, transferred, or sold unit required subdivision approvals are obtained, pursuant to Sherwood Zoning & Community Development Code.*

RESPONSE: The Applicant is aware of the above condition and no property created by the subdivision approval will be disposed of, transferred, or sold unit required subdivision approvals are obtained, pursuant to Sherwood Zoning & Community Development Code.

15. *Prior to submitting the plat to Washington County for review, the applicant shall obtain Final plat and Final Development Plan approval from the City of Sherwood.*

RESPONSE: With this proposal the Applicant is requesting Final Plan and Final Development Plan approval for the Denali Summit subdivision. Upon gaining approval from the City for these application requests, then the Applicant will proceed with submitting the plat to Washington County for their review and approval.

16. *The proposed development shall comply with the Conditions of Approval of the CWS Service Provider Letter.*

RESPONSE: Yes, the Applicant is aware of the above condition and will comply with the conditions of approval of the CWS Service Provider Letter.

17. *The rear setbacks for the primary residence on Lots 11 and 12 shall comply with the requirements of the underlying zone. Notwithstanding SZCDC § 16.50.060, the final rear setback for uncovered decks including those greater than 30 inches above grade shall be 15 ft.*

RESPONSE: As demonstrated on Sheet 3 of the submitted plan set, the rear setbacks for the primary residence on Lots 11 and 12 will have a 20-foot rear yard setback, which will allow for the final rear setback for uncovered decks including those greater than 30 inches above grade to be setback 15 ft from the rear property boundary. Compliance with this condition will be further reviewed during the building permit review for the future residences on Lots 11 and 12.

18. *All evergreen trees greater than 6" DBH on Lots 11 and 12 shall be preserved unless impacted by the building footprint of the primary residence.*

RESPONSE: As shown on Sheets 7 and 8 of the submitted plan set, except for the Leyland Cypress trees along the rear of Lots 11 and 12, all other evergreen trees on these lots will need to be removed as they will be impacted by the grading and construction for the future dwelling on these lots. The Applicant's proposal satisfies this condition of approval.

B. Prior to Approval of PUD Final Development Plan and Subdivision Plat

- 1. Prior to Final Plat approval, show a clear vision area on the corners of each street intersection in accordance with SZCDC § 16.58.010 Clear Vision Areas.**

RESPONSE: The Applicant's proposal satisfies the above condition of approval because Sheet 6 of the submitted plan set shows the required clear vision areas on the corners of each street intersection in accordance with SZDC § 16.58.010 Clear Vision Areas.

- 2. Prior to Final Development Plan approval, provide a detailed landscaping plan that does not conflict with the planting requirements for Clear Vision Areas in SZCDC § 16.58.010(C).**

RESPONSE: As part of the Final Development Plan application, the applicant has submitted detailed landscape plans that have been prepared and signed by a qualified professional. The submitted landscape plans also demonstrate compliance with the Clear Vision requirements of Section 16.58 of the Sherwood Zoning and Community Development Code. The Applicant's proposal satisfies this condition of approval.

Pursuant to section 16.58.010(C) of the City's code, "a clear vision area shall contain no planting, sight obscuring fence, wall, structure, or temporary or permanent obstruction exceeding two and one-half (2½) feet in height, measured from the top of the curb, or where no curb exists, from the established street center line grade, except that trees exceeding this height may be located in this area, provided all branches and foliage are removed to the height of seven (7) feet above the ground on the sidewalk side and ten (10) feet on the street side".

The applicant's proposed street trees comply with the above standards for being located in the clear-vision area as the street trees will be typical 2-inch caliper nursery trees, with average heights ranging between 12 – 14 feet. All branches will be limbed up to a minimum height of seven (7) feet above the ground on the sidewalk side and ten (10) feet on the street side.

- 3. Prior to Final Plat approval, show the final building setbacks and lot orientation in accordance with the Sherwood Zoning & Community Development Code as amended by the PUD overlay.**

RESPONSE: The Applicant's Final Development Plan proposal satisfies the above condition because a detailed plan set has been provided that shows the final building setbacks and lot orientation in accordance with the Sherwood Zoning and Community Development code as amended by the City Councils PUD approval.

- 4. Prior to Final Plat approval, either the subdivision plat for the Denali Meadows development shall be recorded with Washington County Surveyor's Office or the portion of property currently belonging to the development to the west (Denali Meadows) that is included with this subject development shall be partitioned off from the property to the west (Denali Meadows) or a property line adjustment be performed between the properties conveying that portion of the western property to one of the eastern properties.**

- 5. Each developer shall record final CC&Rs describing the reservations, restrictions, and maintenance responsibilities for the private street tracts.**

RESPONSE: The above conditions will be satisfied upon gaining Final Development and Final Plat approval from the City. The Applicant has submitted for both of the application with this current request.

- 6. Prior to Final Development Plan approval, submit revised plans that provide the location and quantity of landscaped open space areas in accordance with SZCDC § 16.92.020.**

RESPONSE: As noted previously, the applicant has submitted detailed landscaped plans that have been prepared by a qualified professional. The submitted landscape plans show the location and quantity of

landscaped open space areas in accordance with SZCDC § 16.92.020 and this condition of approval. The Applicant's proposal satisfies the above condition of approval.

7. *Prior to Development Plan approval, submit revised plans that provide installation and maintenance details in accordance with SZCDC § 16.92.040.*

RESPONSE: The Applicant's proposal satisfies the above condition of approval because the submitted plans provide the installation and maintenance details required in accordance with SZCDC § 16.92.040.

8. *Prior to final plat approval, submit draft deeds for City review dedicating Open Space Tracts A, C, and G to the future HOAs. The deeds shall be recorded with the final plat.*

RESPONSE: With this Final PUD Development Plan application, the Applicant has submitted draft deeds documenting how the open spaces Tracts A, C, and G will be dedicating Open Space Tracts A, C, and G to the future HOAs. The final deeds will be recorded with the final plat.

9. *Prior to final plat approval, submit draft CC&Rs to the City that describe how Open Space Tracts A, C, and G will be maintained by the future HOA. The final CC&Rs shall be recorded with the final plat.*

RESPONSE: With this Final PUD Development Plan application, the Applicant has submitted draft CC&R's documenting how the open spaces Tracts A, C, and G will be monitored and maintained by the neighborhood association.

As required by the above condition, the required Tracts, (i.e. Tracts A, C, and G), will be owned and maintained by the "Denali Summit" homeowners' association. See submitted CC&R's for more detail. This condition of approval has been satisfied.

10. *All proposed open space tracts shall be available for use by the general public. Prior to final plat approval, submit draft CC&Rs to the City that describe Open Space Tracts A, C, and G as open to the general public.*

RESPONSE: With this Final PUD Development Plan application, the Applicant has submitted draft CC&R's that describe Open Space Tracts A, C, and G as areas open to the general public. This condition of approval has been satisfied.

11. *Prior to Final Development Plan approval, a detailed street tree plan that complies with the size and spacing standards of SZCDC § 16.142.060 shall be submitted to the City.*

RESPONSE: As noted above, the applicant has submitted detailed landscaped plans that have been prepared by a qualified professional. The submitted landscape plans provide a detailed street tree plan that complies with the size and spacing standards of SZCDC. The landscape plans also show how the required 40% tree canopy is being satisfied. The applicant's proposal satisfies this condition of approval.

12. *Prior to Final Development Plan approval, revise the Tree Preservation and Removal Plan to show all existing trees within the proposed open space tracts.*

RESPONSE: The Applicant has submitted a revised Tree Preservation and Removal Plan (see Sheet 8 of the submitted plans) showing all existing trees within the proposed open space. Due to the necessary grading for the site to accommodate the new streets and lots, most of the existing trees in the open space areas will be removed. With that being said, two (2) existing trees in Tract G will be preserved, as well as an existing tree in Tract A. The required grading and filling will eliminate any existing trees in Tract C. However, Tract C will be revegetated with the development of the open space tract as shown on the submitted landscape plan.

13. Prior to Final Development Plan approval, an arborist report shall be provided for all trees within Open Space Tracts A, C, & G. Trees shall be protected and preserved through development unless the arborist report recommends removal. The Tree Protection Plan shall comply with the requirements of SZCDC § 16.142.070(G).

RESPONSE: As part of the Final Development Plan application, the applicant has submitted an arborist report for all trees within Open Space Tracts A, C, & G. All existing trees within the Open Space Tracts that can be retained are noted in the arborist report and shown as being protected and preserved on the Tree Removal and Preservation Plan (Sheet 8). The submitted Tree Protection Plan complies with the requirements of SZCDC § 16.142.070(G). The Applicant's proposal satisfies the above condition of approval.

14. Prior to Final Development Plan approval, provide a landscape plan and tree canopy calculations that show how the tree canopy requirements of SZCDC § 16.142.070(D)(2) are met. A certified arborist or other qualified professional shall provide the estimated tree canopy.

RESPONSE: As noted previously, the applicant has submitted detailed landscaped plans that have been prepared by a qualified professional. The submitted landscape plans show the location and quantity of landscaped open space areas in accordance with SZCDC § 16.92.020. The landscape plan further shows how the required 40% tree canopy is being satisfied. The applicant's proposal satisfies this condition of approval.

15. Prior to final plat approval, the new public street created by the subdivision between SW Ironwood Lane and the north property line of Tax Lot 100 shall be named in accordance with SZCDC § 16.106.010(B) – (D).

RESPONSE: As part of the Final Development Plan application, the Applicant has submitted a supplemental narrative addressing the new public street name for the street created by the subdivision between SW Ironwood Lane and the north property line of Tax Lot 100 in accordance with SZCDC § 16.106.010(B) – (D). The Applicant's proposal satisfies the above condition of approval.

16. Prior to Final Plat, the developer shall submit certification that any existing well remaining meets all setback requirements or design for the abandonment of the existing well(s) on the engineering plans. Well abandonment shall be in accordance with all applicable regulations.

RESPONSE: The existing well will be abandoned with the construction of the infrastructure required to support the proposed PUD. The design for the abandonment of the existing well and new water service for the existing home will be shown on the engineering plans for the Engineering Department's review and approval.

17. Prior to Final Development Plan Approval, the applicant shall provide a detailed open space amenities plan for Tracts A, C, and G.

RESPONSE: As part of the submitted application materials, the Applicant has provided a detailed landscape plan showing how the Open Space Tracts A, C, and D will be landscaped and the amenities that will be included. The Applicant's proposal satisfies this condition of approval.

18. Prior to Final Development Plan approval, revise the plans to provide a 15 ft. wide pedestrian pathway for the access points within Tracts A and C. The design shall match the "Pedestrian Walkway" cross section shown on the "Denali Summit Open Space Concept Plan" (Exhibit D4). Trees shall be provided within the landscaped areas unless restricted by a public or private utility easement.

RESPONSE: The Applicant has submitted detailed landscape plans (see Sheet 1 of the Landscape Plans “Pedestrian Walkway Cross-Section for more detail) that provide a 15 ft. wide pedestrian pathway for the access points within Tracts A and C. The design matches the “Pedestrian Walkway” cross section that was shown on the “Denali Summit Open Space Concept Plan” (Exhibit D4). Trees will be provided within the landscaped areas unless restricted by a public or private utility easement.

19. Prior to Final Development Plan approval, revise the plans to provide two of the following amenities within the open space tracts:

- a. Nature theme play equipment (manufactured play equipment mimicking natural features like tree logs, rock formations, etc. - example below)**
- b. Traditional play equipment**
- c. Interpretive signage related to the geologic history of the site (Tonquin Scabland Geologic Area)**
- d. Interpretive signage related to the human history of the site (Ken Foster Farm)**
- e. A native plant garden with educational signage**
- f. Elevation markers at key locations within the open space tracts**
- g. Distance markers at key locations within the open space tracts**
- h. Any other amenities recommended by the applicant and approved by the Planning Commission during Final Development Plan approval**

RESPONSE: The Applicant has submitted detailed landscape plans that provide the following amenities from the above list: Interpretive signage related to the geologic history of the site (Tonquin Scabland Geologic Area), Interpretive signage related to the human history of the site (Ken Foster Farm), and A native plant garden with educational signage. See landscape plans for more detail. The Applicant’s proposal satisfies the above condition of approval.

20. Prior to Final Development Plan approval, revise the plans to include the 5 ft. wide sidewalk along Tracts E and F as shown on Exhibit D3. The pedestrian easement connecting the sidewalk on the north side of Tract F with the sidewalk on the south side of Tract E shall match the “Pedestrian Walkway” cross section provided in Exhibit D4. Pedestrian lighting shall be provided along the entire length of the sidewalk. The entire sidewalk and pedestrian corridor shall also be contained within a public access easement.

RESPONSE: The Applicant’s proposal satisfies the above condition of approval because the Applicant has submitted revised plans that include the 5-foot-wide sidewalk along Tracts E and F that was shown on Exhibit D3. The pedestrian easement connecting the sidewalk on the north side of Tract F with the sidewalk on the south side of Tract E matches the “Pedestrian Walkway” cross section that was provided in Exhibit D4. These areas are shown on both the submitted plans and landscape plans.

21. Prior to Final Development Plan approval, revise the plans to provide a bulb out or “choker” prior to entering the curved portion of the public street in each direction. E.g. one choker between Lots 17 and 21 and one choker between Lots 10 and 28. The two curves shall also provide the following design elements:

- a. Streets to be constructed with typical city local street section. No bulb out.**
- b. Curves will be signed for “No Parking” on both sides of the street in the areas**

of the curve

- c. Curves will require advanced signage with “20 MPH Curve” signs.*
- d. Lots 17 shall have a sight vision easement for a 25 mph curve on the inside of the curve to accommodate stopping sight distance*
- e. Lot 28 shall have a sight vision easement for a 25 mph curve on the inside of the curve to the extent feasible without impacting the existing home*
- f. Lot 17 to have driveway near the southern property line for the lot.*
- g. Bulb outs or “chokers” shall be provided prior to entering the curved portion of the public street in each direction. E.g. one choker between Lots 17 and 21 and one choker between Lots 10 and 28.*

RESPONSE: The Applicant’s proposal satisfies the above condition of approval because the Applicant has submitted plans to provide a bulb out or “choker” prior to entering the curved portion of the public street in each direction – one choker between Lots 17 and 21 and one choker between Lots 10 and 28 (see Sheet 5 of the submitted plans). In addition, the curves will also include the design elements a – g listed above (see Sheet 6 of the submitted plans).

III. 16.120.050 Final Subdivision Plat

A. Procedure

- 1. Unless otherwise noted below, final subdivision approval includes meeting all conditions from the land use approval, review and approval by County, and the signature of the City's designee on the mylar.*
- 2. The subdivider shall submit the final plat, and all supplementary information required by the Planning Department or pursuant to this Code.*
- 3. Upon approval of the final plat drawing, the applicant may submit the mylar for final signature.*
- 4. All requirements for signature of the mylar shall be completed within two (2) years of approval of the final plat.*

RESPONSE: With this Final PUD Development Plan application, the applicant has subsequently submitted a preliminary Final Subdivision Plat for review. Upon receiving comments and feedback from the County Surveyor and City Staff, the applicant will prepare mylar copies for final signature. All requirements for signature of the mylar will be completed by the applicant within two (2) years of approval of the final plat as required by the above procedures.

B. Extensions

If the final plat is not approved within two (2) years, the preliminary plat approval shall expire and a new plat must be submitted. However, the City may, upon written request by the applicant, grant a single extension up to one (1) year upon a written finding that the facts upon which approval was based have not changed to an extent sufficient to warrant refiling of the preliminary plat and that no other development approval would be affected. For preliminary plat approvals granted between January 1, 2007 and December 31, 2009, the approval shall be extended until December 31, 2013.

RESPONSE: In the event the Applicant needs to request an extension for the final plat, the Applicant will submit the request in writing prior to the preliminary plat expiring within two (2) years of the approval granted by the City Council through Ordinance 2020-012 (i.e. File #'s LU 2020-013 SUB, PUD) on January 25, 2020.

C. Approval Criteria: Final Plat

By means of a Type I procedure, the City shall review the final plat based on findings regarding compliance with the following criteria:

- 1. The final plat is consistent in design (e.g., number and dimensions of lots, easements, tracts, right-of-way) with the approved preliminary plat, and all conditions of approval have been satisfied;**

RESPONSE: The submitted final plat is consistent in design (e.g., number and dimensions of lots, easements, tracts, and right-of-way) with the approved preliminary plat as granted by the City Council through Ordinance 2020-012 (i.e. File #'s LU 2020-013 SUB, PUD) on January 25, 2020. In addition, all conditions of approval have either been satisfied or will be bonded for in accordance with the City of Sherwood development code and procedures.

- 2. All public improvements required by the preliminary plat have been installed and approved by the City Engineer or appropriate service provider (e.g., road authority). Alternatively, the developer has provided a performance guarantee in accordance with [§ 16.120.070](#)**

RESPONSE: All public improvements required by the preliminary plat approval have been or will be installed and approved by the City Engineer or appropriate service provider. Alternatively, the applicant will provide the City with a performance guarantee in accordance with City of Sherwood Code Section 16.120.070 for those public improvements that are not completed prior to recording the final plat.

- 3. The streets and roads for public use are dedicated without reservation or restriction other than reversionary rights upon vacation of any such street or road and easements for public utilities;**

RESPONSE: As required by the above criterion, all streets and roads for public use within the proposed PUD will be dedicated without reservation or restriction other than reversionary rights upon vacation of any such street or road and easements for public utilities.

- 4. The plat and deed contain a dedication to the public of all public improvements, including but not limited to streets, public pathways and trails, access reserve strips, parks, sewage disposal, storm drainage and water supply systems;**

RESPONSE: As demonstrated on the submitted final plat, the plat and deed contain a dedication to the public of all public improvements, including but not limited to streets, pathways and trails within the PUD, access reserve strips, sewage disposal, storm drainage and water supply systems as required by the above criterion.

- 5. The applicant has provided copies of all recorded homeowners association Covenants, Conditions and Restrictions (CC&R's); deed restrictions; private easements and agreements (e.g., for access, common areas, parking, etc.); and other recorded documents pertaining to common improvements recorded and referenced on the plat;**

RESPONSE: The applicant has provided copies of the homeowner's association Bylaws and Covenants, Conditions and Restrictions (CC&R's); deed restrictions; private easements and agreements (e.g., for shared access, common areas, etc.); and other documents pertaining to common improvements and

referenced on the plat. The CC&R's, as well as all other deed restriction, private easements and agreements, and other documents pertaining to common improvements referenced on the plat will be recorded simultaneously with the recording of the final plat.

- 6. *The plat complies with the applicable Sections of this code (i.e., there have been no changes in land use or development resulting in a code violation since preliminary plat approval);***

RESPONSE: As demonstrate on the submitted final plat, the final plat complies with the applicable Sections of this code (i.e., there have been no changes in land use or development resulting in a code violation since preliminary plat approval), as well as with the required conditions of approval associated with the Preliminary PUD approval granted by the City Council through Ordinance 2020-012 (i.e. File #'s LU 2020-013 SUB, PUD) on January 25, 2020.

- 7. *Certification by the City or service district, as applicable, that water and sanitary sewer service is available to every lot depicted on the plat; or bond, contract or other assurance has been provided by the subdivider/partitioner to the City that such services will be installed in accordance Division VI of this Code, and the bond requirements of [16.120.070](#). The amount of the bond, contract or other assurance by the subdivider/partitioner shall be determined by a registered professional engineer, subject to review and approval by the City;***

RESPONSE: Prior to recording the mylar for the final plat, the applicant will obtain all certifications by the City or service district, as applicable, that water and sanitary sewer service is available to every lot depicted on the plat; or bond, contract or other assurance has been provided by the applicant to the City that such services have been installed in accordance Division VI of this Code, and the bond requirements of 16.120.070. In the event the applicant needs to bond for any required public improvements, the amount of the bond, contract or other assurance by the Applicant will be determined by a registered professional engineer, subject to review and approval by the City as required by the above criterion.

- 8. *The plat contains an affidavit by the surveyor who surveyed the land, represented on the plat to the effect the land was correctly surveyed and marked with proper monuments as provided by ORS Chapter 92, indicating the initial point of the survey, and giving the dimensions and kind of such monument and its reference to some corner established by the U.S. Geological Survey, or giving two or more permanent objects for identifying its location.***

RESPONSE: The submitted final plat has been prepared in accordance with all applicable state laws and City of Sherwood code requirements. As such, the final plat contains an affidavit by the surveyor who surveyed the land, represented on the plat to the effect that the land was correctly surveyed and marked with proper monuments as provided by ORS Chapter 92, indicating the initial point of the survey, and giving the dimensions and kind of such monument and its reference to some corner established by the U.S. Geological Survey, or giving two or more permanent objects for identifying its location.

IV. 16.120.060 Improvement Agreement

A. Subdivision Agreement

The subdivider shall either install required improvements and repair existing streets and other public facilities damaged in the development of the subdivision pursuant to the Division VI, or execute and file with the City an agreement specifying the period within which all required improvements and repairs shall be completed, and providing that if such work is not completed within the period specified, the City may complete the same and recover the full cost and expense thereof from the subdivider. Such agreement may also provide for the construction of the improvements in stages.

RESPONSE: The applicant agrees to install all required improvements and repair existing streets and other public facilities damaged in the development of the proposed PUD subdivision pursuant to Division VI of the City Code, or execute and file with the City an Improvement Agreement specifying the period within which all required improvements and repairs shall be completed as required by the above criterion.

B. Performance Security

The subdivider shall provide monetary assurance of full and faithful performance in the form of a bond, cash, or other security acceptable to the City in an amount equal to one hundred percent (100%) of the estimated cost of the improvements.

RESPONSE: As required by the above criterion, the applicant will provide the City with a monetary assurance of full and faithful performance in the form of a bond, cash, or other security acceptable to the City in an amount equal to one hundred percent (100%) of the estimated cost of the improvements.

VI. 16.120.070 Bond

A. Performance guarantee required. As required by [Section 16.120.060](#), the subdivider shall file with the agreement an assurance of performance supported by one of the following:

- 1. A surety bond executed by a surety company authorized to transact business in the state of Oregon which remains in force until the surety company is notified by the City in writing that it may be terminated or cash.**
- 2. Determination of sum. The assurance of performance shall be for a sum determined by the City Engineer as required to cover the cost of the improvements and repairs, including related engineering and incidental expenses.**
- 3. Itemized improvement estimate. The subdivider shall furnish to the City Engineer an itemized improvement estimate, certified by a registered civil engineer, to assist the City Engineer in calculating the amount of the performance assurance.**
- 4. When subdivider fails to perform. In the event the subdivider fails to carry out all provisions of the agreement and the City has un-reimbursed costs or expenses resulting from such failure, the City shall call on the bond, cash deposit for reimbursement.**
- 5. Termination of performance guarantee. The subdivider shall not cause termination of nor allow expiration of said guarantee without having first secured written authorization from the City.**

RESPONSE: All required bonding will be performed by the applicant in accordance with the City's applicable Code Sections to assure that the necessary public improvements are installed and functioning properly.

VI. 16.120.080 Filing and Recording of Final Subdivision Plat

A. County Review

When the City determines that the plat conforms to all requirements, the plat shall be authorized for review by the County.

B. Recording the Plat

After approval, the City shall authorize the transmittal of the final map, tracing, and other data to the County, to determine that there has been compliance with all provisions of State and local statutes. Approval of the final plat shall be null and void if the plat is not recorded within sixty (60) days after the date of the last required approving signatures have been obtained.

C. Effective Date

Subdivision approval shall become final upon the recording with the County of the approved subdivision plat or partition map together with any required documents. Development permits may be issued only after final approval, except for activities at the preliminary plat phase, specifically authorized by this Code.

RESPONSE: The applicant will file and record the Final Plat as required by the above procedures.

EMERIO *Design*

CIVIL ENGINEERS & PLANNERS

DATE: 3-8-2021

**PROPERTY OWNER/
DEVELOPER:**

J.T. Roth Construction, Inc.
Attn: Tim Roth
12600 SW 72nd, Suite 200
Portland, OR 97223

**CIVIL ENGINEER,
PLANNING &
SURVEYOR:**

Emerio Design, LLC
Attn: Steve Miller
6445 SW Fallbrook Pl., Suite 100
Beaverton, OR 97008
Cell: (541) 318-7487
E-mail: stevem@emeriodesign.com

II. CONFORMANCE WITH CITY OF SHERWOOD CODE APPROVAL CRITERIA

SHERWOOD MUNICIPAL CODE (Code) TITLE 16 – ZONING AND COMMUNITY DEVELOPMENT CODE

Division VI PUBLIC INFRASTRUCTURE

Chapter 16.04 ESTABLISHMENT OF ZONING DISTRICTS

B. Street Naming

- 1. All streets created by subdivision or partition will be named prior to submission of the final plat.**
- 2. Any street created by a public dedication shall be named prior to or upon acceptance of the deed of dedication.**
- 3. An action to name an unnamed street in the City may be initiated by the Council or by a person filing a petition as described in this Section.**

4. ***All streets named shall conform to the general requirements as outlined in this Section.***
5. ***At the request of the owner(s), the City may approve a private street name and address. Private streets are subject to the same street name standards as are public streets. All private street signs will be provided at the owner(s) expense.***

RESPONSE: The Applicant recently received PUD approval by the City Council for the Denali Summit PUD (i.e. File #'s LU 2020-013 SUB, PUD) on January 25, 2020. At this time the Applicant is seeking Final Development Plan approval pursuant to the City's code requirements for the Planned Unit Development (PUD). As part of the Final Development Plan, the Applicant is also required to apply for Final Plat approval. As such, the proposed public street that will be created as part of the PUD (i.e. subdivision) and associated name(s) being proposed by the Applicant are being submitted to the City concurrently with the Final Plat.

The proposed public street is being created by public dedication as part of the Denali Summit PUD. The Applicant is seeking approval of the proposed street name prior to or upon acceptance of the deed of dedication.

The Applicant is initiating the proposed street naming approval as permitted by this section of the City's code.

The Applicant is proposing the new street name in conformance to the general requirements as outlined in this Section

As part of the Denali Summit there are three short private streets. It is the Applicant's understanding that the City will be addressing these lots to the proposed public street running north/south through the PUD. As such, no street name is being proposed for the short private streets.

C. Street Name Standards

1. ***All streets named or renamed shall comply with the following criteria:***
 - a. ***Major streets and highways shall maintain a common name or number for the entire alignment.***
 - b. ***Whenever practicable, names as specified in this Section shall be utilized or retained.***
 - c. ***Hyphenated or exceptionally long names shall be avoided.***
 - d. ***Similar names such as Farview and Fairview or Salzman and Saltzman shall be avoided.***
 - e. ***Consideration shall be given to the continuation of the name of a street in another jurisdiction when it is extended into the City.***

RESPONSE: The above criteria do not apply to the Applicant's proposed street name(s) because the proposed street is not a major street and/or highway, is not one of the street names specified in this Section, a hyphenated or exceptionally long name(s), similar type name (i.e. Farview and Fairview or

Salzman and Saltzman), or the continuation of the name of a street in another jurisdiction when it is extended into the City.

2. ***The following classifications (suffixes) shall be utilized in the assignment of all street names:***
 - a. ***Boulevards: North/south arterials providing through traffic movement across the community.***
 - b. ***Roads: East/west arterials providing through traffic movement across the community.***
 - c. ***Avenues: Continuous, north/south collectors or extensions thereof.***
 - d. ***Streets: Continuous, east-west collectors or extensions thereof.***
 - e. ***Drives: Curvilinear collectors (less than 180 degrees) at least 1,000 feet in length or more.***
 - f. ***Lanes: Short east/west local streets under 1,000 feet in length.***
 - g. ***Terraces: short north/south local streets under 1,000 feet in length.***
 - h. ***Court: All east/west cul-de-sacs.***
 - i. ***Place: All north/south cul-de-sacs.***
 - j. ***Ways: All looped local streets (exceeding 180 degrees).***
 - k. ***Parkway: A broad landscaped collector or arterial.***

RESPONSE: The street proposed as part of the Denali Summit PUD is a local residential street running north/south and is not a cul-de-sac street, however, it will be stubbed at the site's northern property boundary for future extension, if necessary. As proposed the local residential street exceeds 1,000 feet in length and is running north/south. Because it's anticipated that the new local residential street will be further extended to the north with the future development of the neighboring property, the Applicant can only rely on the criteria above for the street suffix. Thus, based on the above criteria, the applicant proposes three (3) street naming options for the new local residential street over 1,000 feet in length:

Street Naming Options:

1. Curry Ridge Drive
2. Trapper Creek Drive
3. Eldridge Glacier Drive

The proposed street names above are listed in order of preference by the Applicant.

- 3. Except as provided for by this section, no street shall be given a name that is the same as, similar to, or pronounced the same as any other street in the City unless that street is an extension of an already-named street.***

RESPONSE: To the best of the Applicant's knowledge, the three (3) proposed street names are not the same as, similar to, or pronounced the same as any other street currently in the City.

- 4. All proposed street names shall be approved, prior to use, by the City.***

RESPONSE: The Applicant is proposing the three (3) possible street names at this time so they can be approved by the City prior to use.


D. Preferred Street Names

Whenever practicable, historical names will be considered in the naming or renaming of public roads. Historical factors to be considered shall include, but not be limited to the following:

- 1. Original holders of Donation Land Claims in Sherwood.***
- 2. Early homesteaders or settlers of Sherwood.***
- 3. Heirs of original settlers or long-time (50 or more years) residents of Sherwood.***
- 4. Explorers of or having to do with Sherwood.***
- 5. Indian tribes of Washington County.***
- 6. Early leaders and pioneers of eminence.***
- 7. Names related to Sherwood's flora and fauna.***
- 8. Names associated with the Robin Hood legend.***

RESPONSE: In addition to the PUD (i.e. Denali Summit) the Applicant recently received approval for from the City Council, the Applicant also received approval for the Denali & Denali Meadows PUD's to the south and west, respectively, of the subject property. As part of the Denali PUD, the Applicant was required to extend the existing SW Denali Ln. street that is part of the Sherwood View Estates Subdivision north through the project. The Denali PUD is approximately 400-feet east of the Denali Meadows PUD and together these subdivisions are part of the Applicant's larger project that will consist of a total of three (3) PUD's (i.e. Denali, Denali Meadows, and Denali Summit).

Since the Applicant was required to extend the SW Denali Ln. street through the Denali PUD, it made sense to continue the Denali National Park and Preserve street naming theme (i.e. SW Denali Ln., SW Everest Ct., SW Whitney Ln., McKinley Dr., and SW McLoughlin Ct.) established by the Sherwood View Estates Subdivision. For these reasons, the Applicant has not proposed street names for the local residential street in the Denali Meadows PUD per the criteria listed above. The three (3) proposed street names the applicant has chosen (i.e. Curry Ridge Drive, Trapper Creek Dr., and Eldridge Glacier Dr.) are all natural features located in the greater Denali National Park and Preserve.



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*"Specialists in the Care and
Preservation of Trees"*

March 4, 2021

Mr. Brad Miller
Legacy Homes
18025 SW Brookman Rd.
Sherwood, OR 97140

Reference: Assessment Denali Summit
Site Location: 23008 SW Merdock Rd., Sherwood, OR 97140
Subject: Pre-construction Recommendations

After reviewing the site and the emailed developmental punch list, please see the following recommendations that adhere to City of Sherwood Developmental code.

Upon further inspection it is recommended to preserve one 32" Oregon White oak (*Quercus garryana*) located within tract (A) per site plan. Please see the following preservation guidelines on page 2. The remaining trees are to be removed due to extensive grade changes through-out the tract per grading plans dated 2.19.2021

There are approximately 61 Leyland cypress trees (*Cuprocyparis leylandii*) as shown on lots 11,12,32,33 that are to be preserved. Please see the following preservation guidelines on page 2.

Remove all trees located within tract (C) due to extensive grade changes through-out the tract per grading plans dated 2.19.2021

There is one 34" Douglas fir (*Pseudotsuga menziesii*) & one 32" Oregon White oak (*Quercus garryana*) located within tract (G) per site plan. Please see the following preservation guidelines on page 2. All remaining trees located in tract (G) will need to be removed due to extensive grade changes per grading plans dated 2.19.2021

Remove all remaining trees located on the site due to extensive grade changes per grading plans dated 2.19.2021

All recommendations are based on good forestry practice according to the American National Standards Institute and International Society of Arboriculture Standards.

Page 2

Reference: Assessment Denali Summit

Site Location: 23008 SW Merdock Rd., Sherwood, OR 97140

Subject: Pre-construction Recommendations

TREE CARE AND PRESERVATION GUIDELINES

There must be a qualified project arborist on-site and/or on-call for the entire project, especially during any excavating near the preserved trees. Before the construction begins, a pre-construction tree preservation conference will be held on-site with the general contractor, the project arborist, and those official representatives who have interest in the project. The purpose of the on-site meeting will be to introduce all parties to the specifications and sensitivity needed in the protection and preservation of the tree, its environment, and protected areas.

Preparation/Tree Protection Fencing:

Before any construction or excavation work begins on site, it is vital that a "Tree Protection Zone" be created to protect and safeguard the root systems of the preserved trees. The Root Protection Zone (RPZ) is established by the project certified arborist outlining the placement and installation of the tree protection fencing around the perimeter of the preserved tree's critical root zone, which is marked in orange on the attached site map as a distance in feet.

The protection fencing will help to ensure that the trees root system is not accidentally compacted or damaged from personnel, equipment and construction machinery.

Once the approved location of the fence has been established, it cannot be adjusted, moved or removed without the consent of the project arborist.

Construction Activities WITHIN Tree Protection Zones:

Before any construction work is completed within an established Tree Protection Zone, the project arborist needs to be notified of needed construction activities and likely impacts to the preserved trees. The project arborist is required to be present on-site while the work is occurring within the Tree Protection Zone.

Once the construction activities have been completed, the project arborist is to submit a summary report certifying that the work occurred and that the work did not significantly impact the health or structural stability of the preserved trees.

Page 3

Reference: Assessment Denali Summit

Site Location: 23008 SW Merdock Rd., Sherwood, OR 97140

Subject: Pre-construction Recommendations

ASSUMPTIONS & LIMITING CONDITIONS

1. Any legal description provided to the consultant is assumed to be correct. Any titles and ownership to any property are assumed to be good and marketable. No responsibility is assumed for matters legal in character. Any and all property is evaluated as though free and clear, under responsible ownership and competent management.
2. Care has been taken to obtain all information from reliable sources. All data has been verified insofar as possible; however, the consultant can neither guarantee nor be responsible for the accuracy of information provided by others, especially regarding property line determinations and project boundaries.
3. The consultant shall not be required to give testimony or attend court by reason of this report unless subsequent contractual arrangements are made, including payment of an additional fee for such services.
4. Loss or alteration of any part of this report invalidates the entire report.
5. Possession of this report or a copy thereof does not imply right of publication or use for any purpose by any other than the person to whom it is addressed, without the prior expressed written or verbal consent of the consultant.
6. Neither all nor any part of the contents of this report, nor copy thereof, shall be conveyed by anyone, including the client, to the public through advertising, public relations, news, sales or other media, without the prior expressed written or verbal consent of the consultant; particularly as to value conclusions, identity of the consultant, or any reference to any professional society or institute or to any initialed designation conferred upon the consultant as stated in his qualifications.
7. This report and values expressed herein represent the opinion of the consultant, and the consultant's fee is in no way contingent upon the reporting of a specified value, a stipulated result, the occurrence of a subsequent event, nor upon any finding to be reported.
8. Sketches, diagrams, graphs, and photographs in this report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering or architectural reports or surveys.
9. Unless expressed otherwise: (1) information contained in this report covers only those items that were examined and reflects the condition of those items at the time of inspection; and (2) the inspection is limited to visual examination of accessible items without dissection, excavation, and probing, or coring. There is no warranty or guarantee, expressed or implied, that problems or deficiencies of the plants or property in question may not arise in the future.

Page 4

Reference: Assessment Denali Summit

Site Location: 23008 SW Merdock Rd., Sherwood, OR 97140

Subject: Pre-construction recommendations

CERTIFICATION OF PERFORMANCE

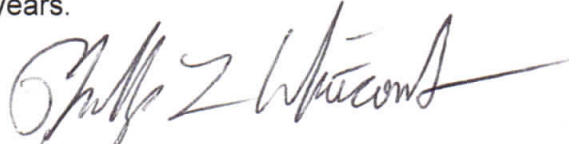
I, Phillip Whitcomb, certify:

- I have personally inspected the trees and property referred to in this report and have stated my findings accurately. The extent of the evaluation is stated in the attached report.
- I have no current or prospective interest in the vegetation or the property that is the subject of this report and have no personal interest or bias with respect to the parties involved.
- The analysis, opinions, and conclusions that were developed in this report has been prepared according to commonly accepted arboricultural practices.
- No one provided significant professional assistance to me, except as indicated within the report.
- My compensation is not contingent upon the reporting of a predetermined conclusion that favors the cause of the client or any other party nor upon the results of the assessment, the attainment of stipulated results, or the occurrence of any subsequent events.

I further certify that I am a member in good standing of the International Society of Arboriculture.

I have been involved in the field of Arboriculture and the care and study of trees for a period of more than 33 years.

Signed:

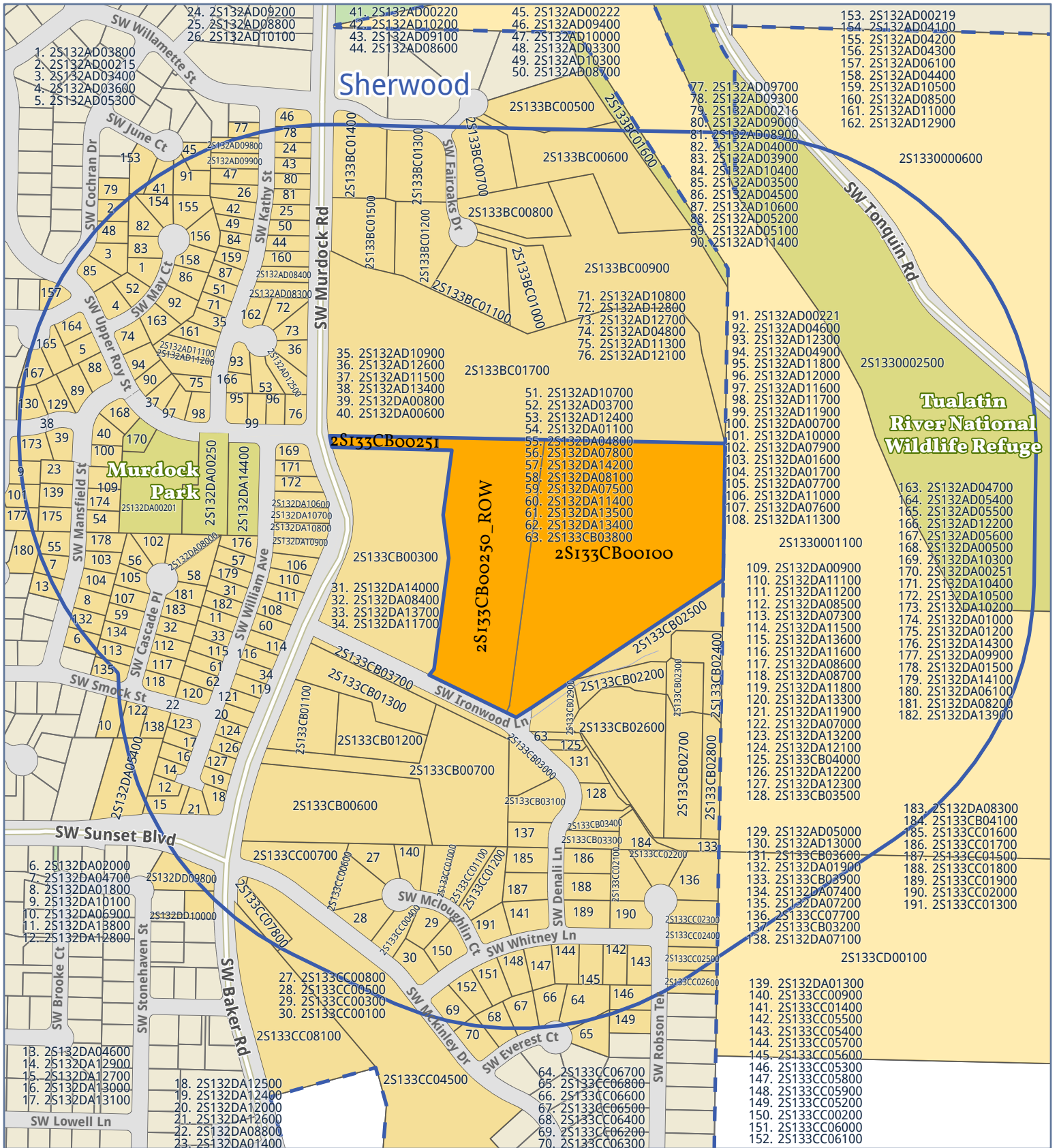


Date:

3/4/2021

Phillip L. Whitcomb
ISA Tree Risk Assessor Qualified
ISA Certified Arborist #0114A
ISA Member / ISA-PNW Member
Halstead's Arboriculture Consultants, Inc.





- Subject
- Notification radius
- Notification parcels
- City limits
- Parks
- Incorporated area
- Taxlots

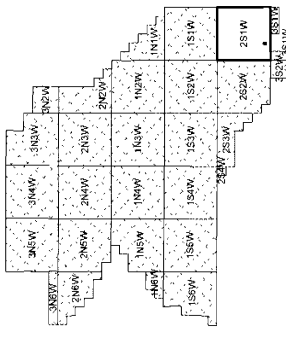


Map prepared 3/29/2021
by Fidelity National Title
503.227.5478 - csrequest@fnf.com

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



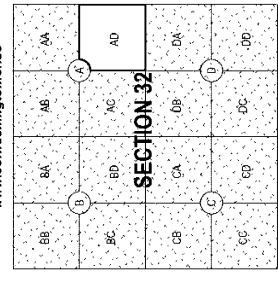
Data Sources: Metro RLIS, CoreLogic
Oregon Metro, Bureau of Land Management, State of Oregon GEO, State of Oregon, Esri, HERE, Garmin, NGA, USGS, NPS, U.S. Forest Service



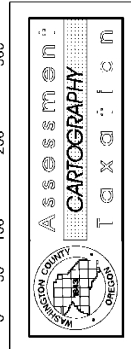
WASHINGTON COUNTY OREGON
 SE 1/4 NE 1/4 SECTION 32 T2S R1W W.M.
 SCALE 1" = 100'

36	31	32	33	34	35	36	31
1	6	7	8	9	10	11	6
12	17	18	19	20	21	22	17
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	7	8	9	10	11	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us

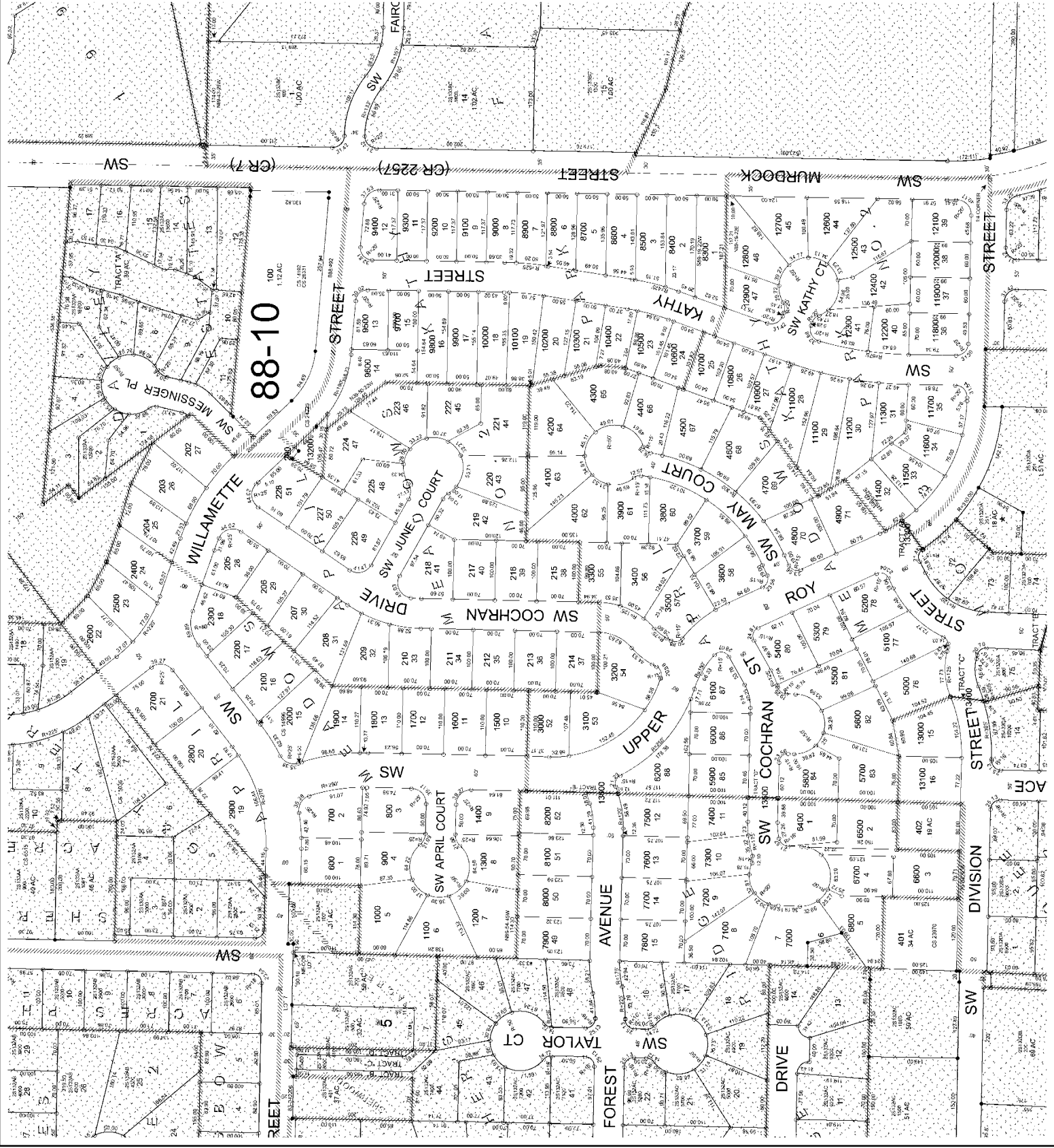


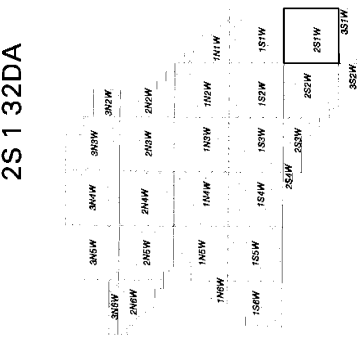
Cancelled Taxlots For: 2S132AD
 201 850 400 508 501 7001 303 302 6800 8400



PLOT DATE: 8/8/2019
 FOR ASSESSMENT PURPOSES
 ONLY - DO NOT RELY ON
 FOR OTHER USE

All map areas produced by Assessor's Office are based on a 2019 Aerial Imagery and
 are for informational purposes only. Assessor's Office is not responsible for any errors or
 omissions on this map. Assessor's Office is not responsible for any errors or omissions on this map.





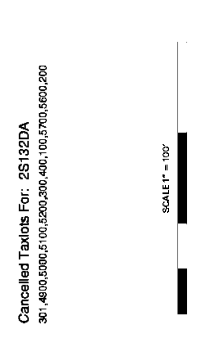
WASHINGTON COUNTY OREGON
NE 1/4 SE 1/4 SECTION 32 T2S R1W W.W.M.
SCALE 1" = 100'

36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
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1	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us

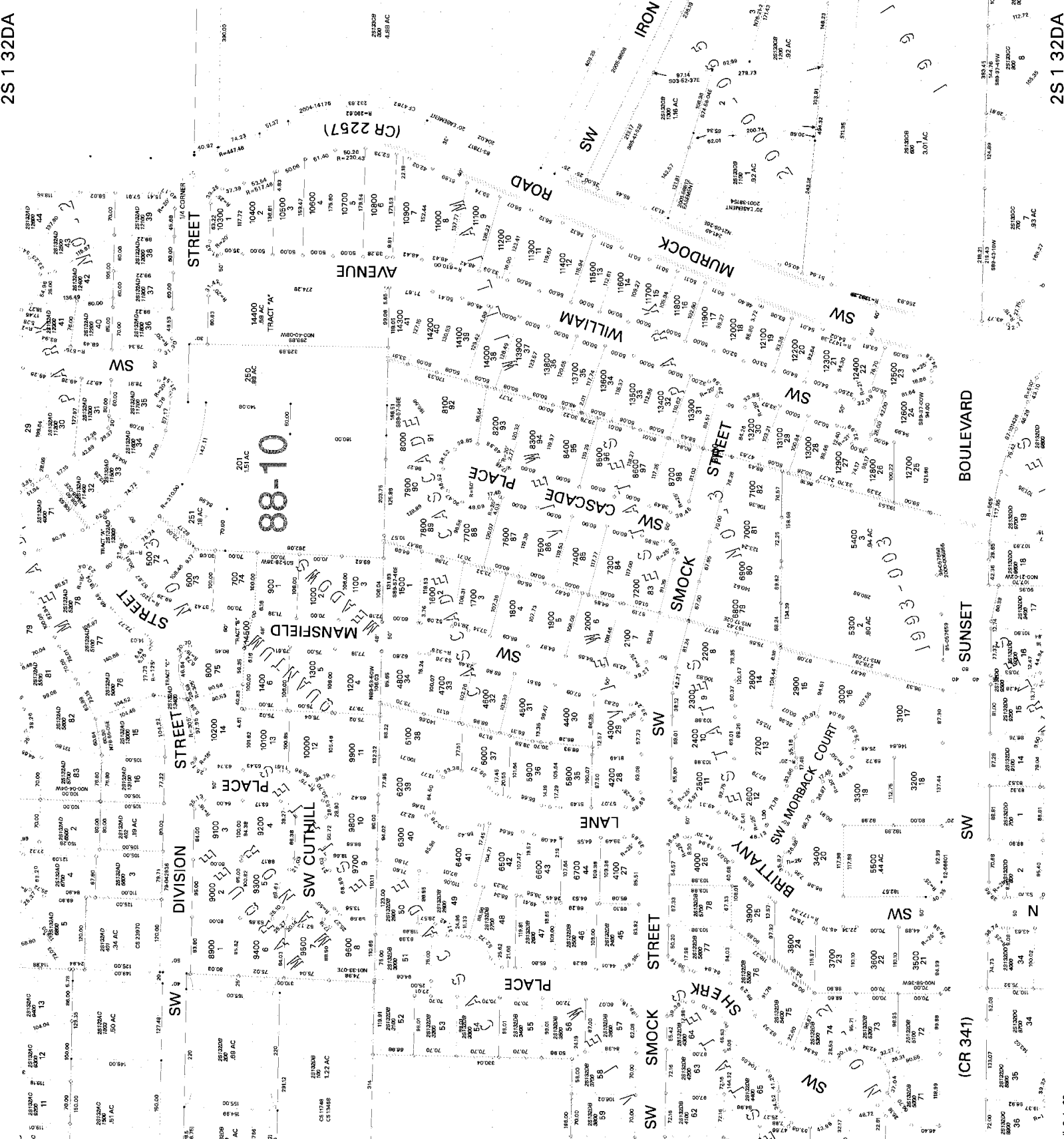
Cancelled Taxlots For: 2S132DA
301,480.00,500.00,510.00,520.00,300,400,100,570,0.00,0.00,200

BB BA AB AA
B
BC BD AC AD
SECTION 32
CB CA DB DA
C
CC CD DC DD



CARTOGRAPHY
PLOT DATE: February 17, 2010
FOR ASSESSMENT PURPOSES
ONLY - DO NOT RELY ON
FOR OTHER USE

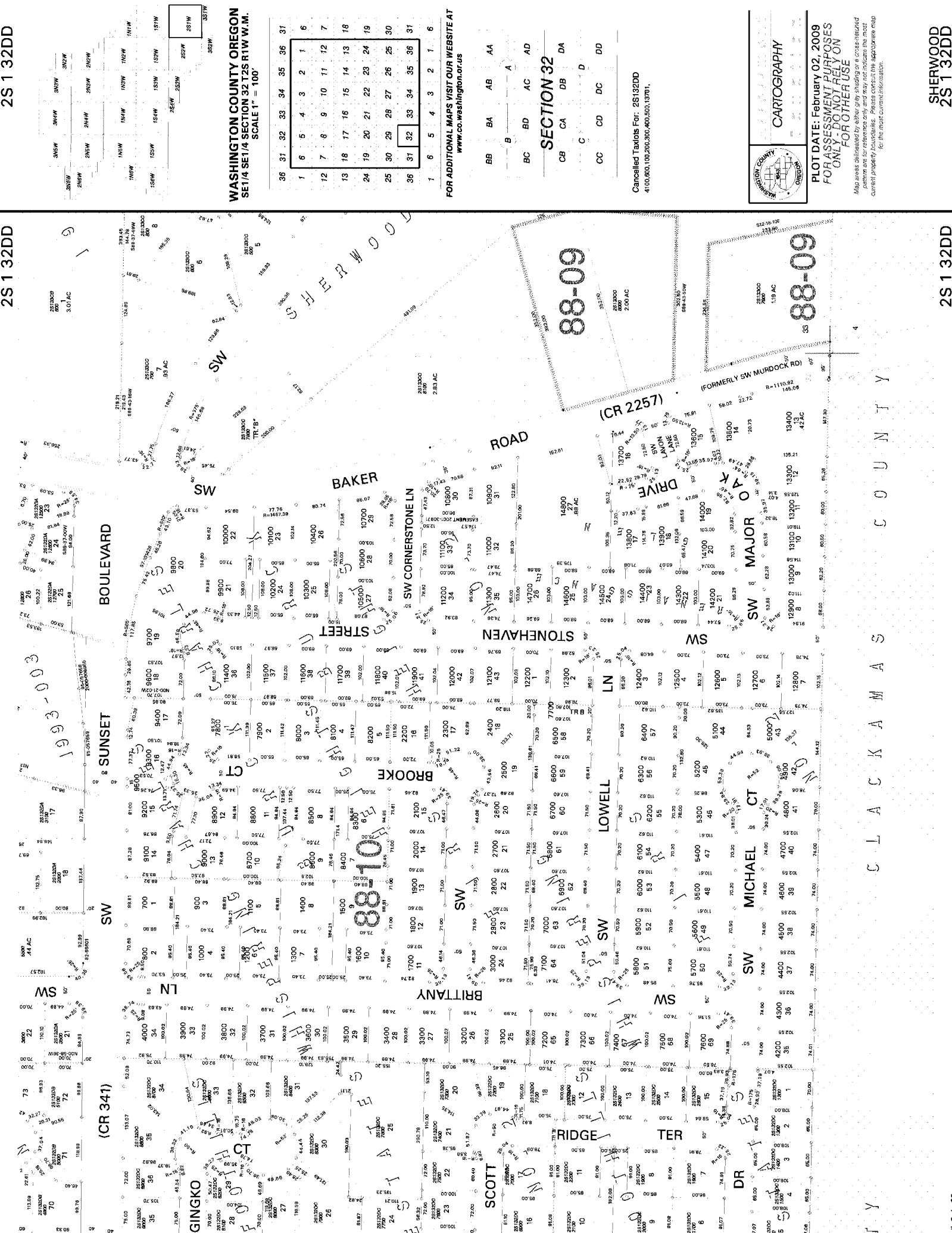
Map files delineated by white lines are based on a cross-hatched reference grid. The grid is for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.



2S 1 32DD

2S 1 32DD

2S 1 32DD



WASHINGTON COUNTY OREGON
 SE 1/4 SE 1/4 SECTION 32 T2S R1W W.M.
 SCALE 1" = 100'

36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us

BB	BA	AB	AA
BC	BD	AC	AD
CB	CA	DB	DA
CC	CD	DC	DD

SECTION 32

Cancelled Taxlots For: 2S132DD
 4100,600,100,200,300,400,500,13701.



CARTOGRAPHY

PLOT DATE: February 02, 2009
 FOR ASSESSMENT PURPOSES
 ONLY - DO NOT RELY ON
 FOR OTHER USE

Map files delineated by white lines, shaded in a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

SHERWOOD
2S 1 32DD

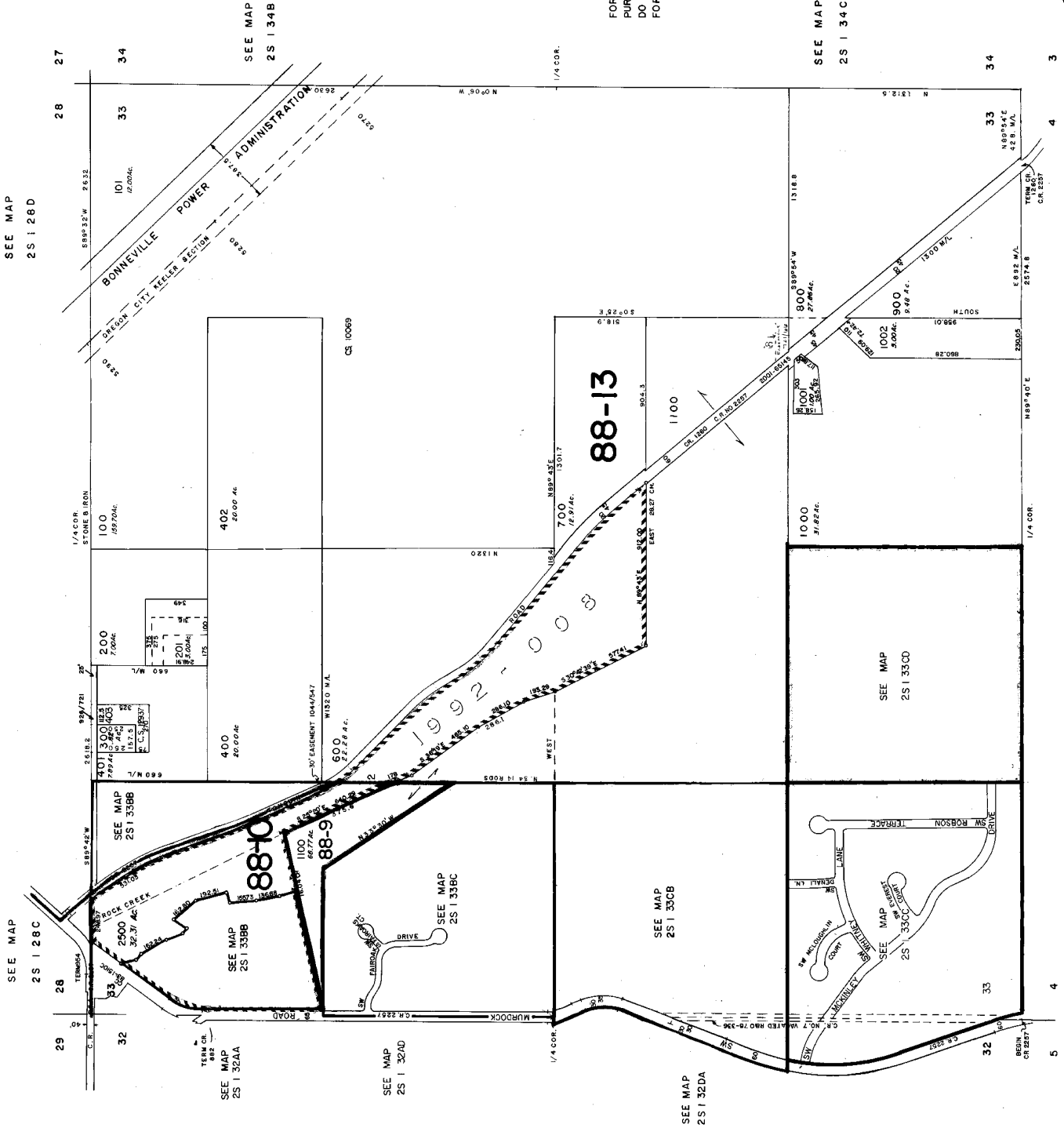
digGs 1w32

SECTION 33 T2S R1W WM.
WASHINGTON COUNTY OREGON

SCALE 1"=400'

2 S 1 33
SHERWOOD

CANCELLED T.M. LOTS
1700, 1800, 1900, 2000, 2100, 2200,
1800, 1900, 2000, 2100, 2200,
2300, 2400, 2500, 2600, 2700,
1800.



FOR ASSESSMENT
PURPOSES ONLY
DO NOT RELY ON
FOR ANY OTHER USE

SHERWOOD
2 S 1 33

C O U N T Y

C L A C K A M A S

3

4

5

1/4 COR.

1/4 COR.

1/4 COR.

1/4 COR.

1/4 COR.

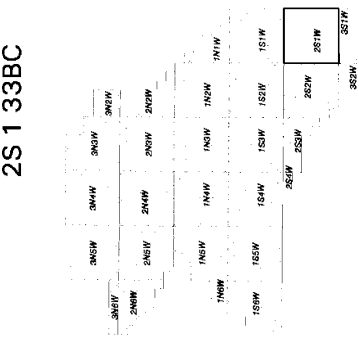
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2S 1 33BC

2S 1 33BC

2S 1 33BC

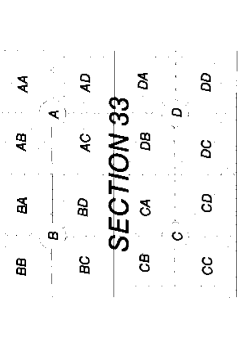
dig051w03



WASHINGTON COUNTY OREGON
 SW 1/4 NW 1/4 SECTION 33 T2S R1W W.M.
 SCALE 1" = 100'

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1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us



SCALE 1" = 100'



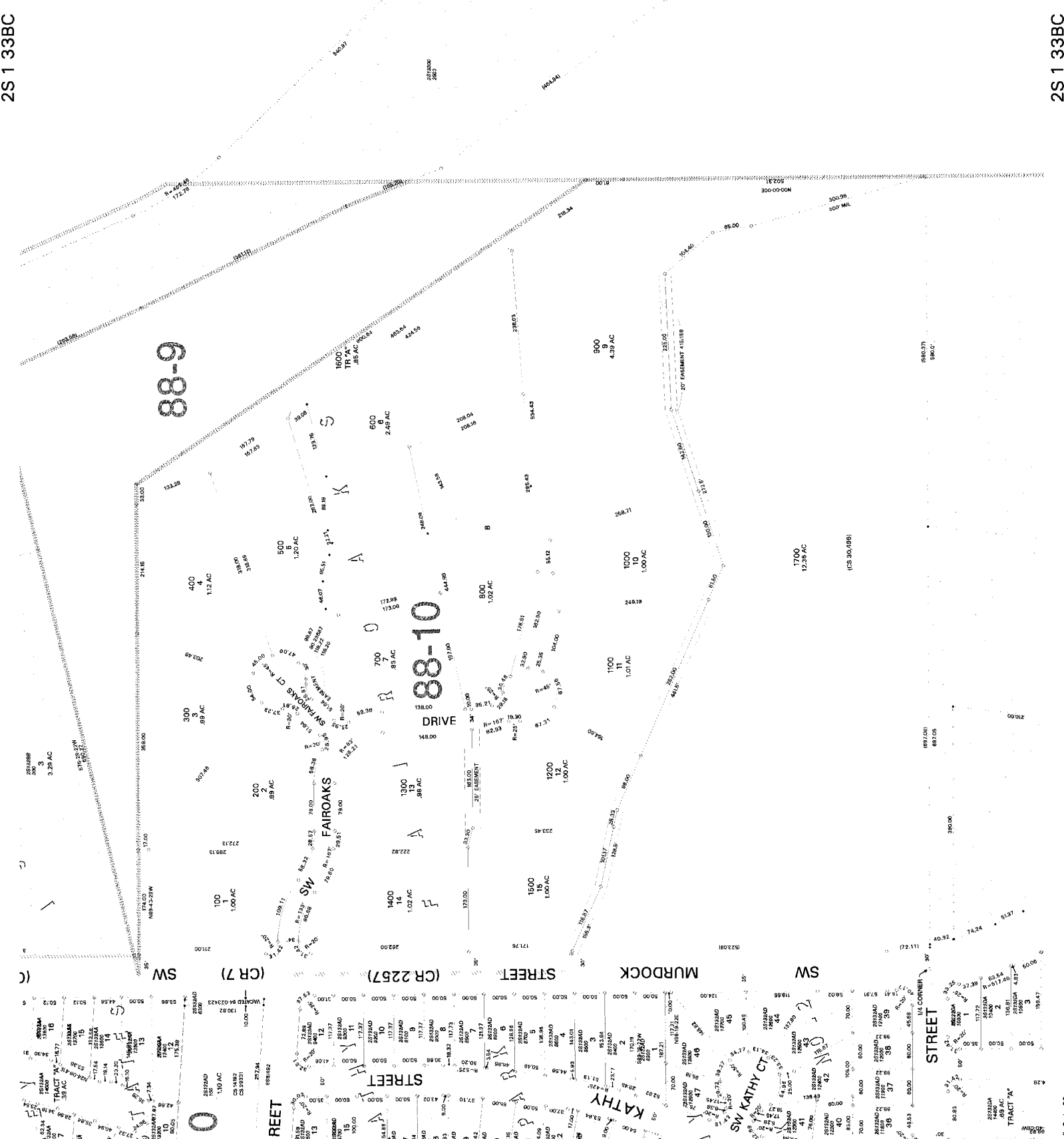
Map files disseminated by other agencies, including a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

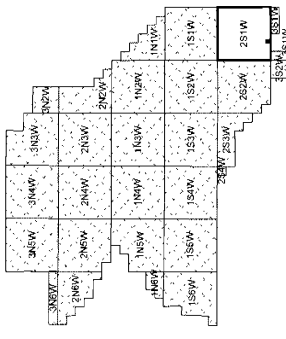
SHERWOOD

2S 1 33BC

2S 1 33BC

2S 1 33BC

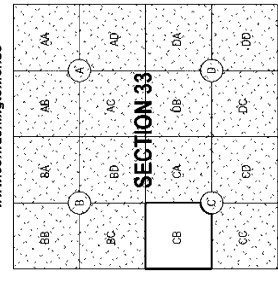




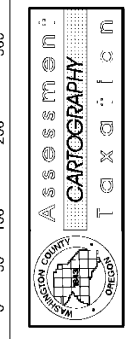
WASHINGTON COUNTY OREGON
 NW 1/4 SW 1/4 SECTION 33 T2S R1W W.M.
 SCALE 1" = 100'

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13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28
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13	14	15	16	17	18	19	20
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FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us

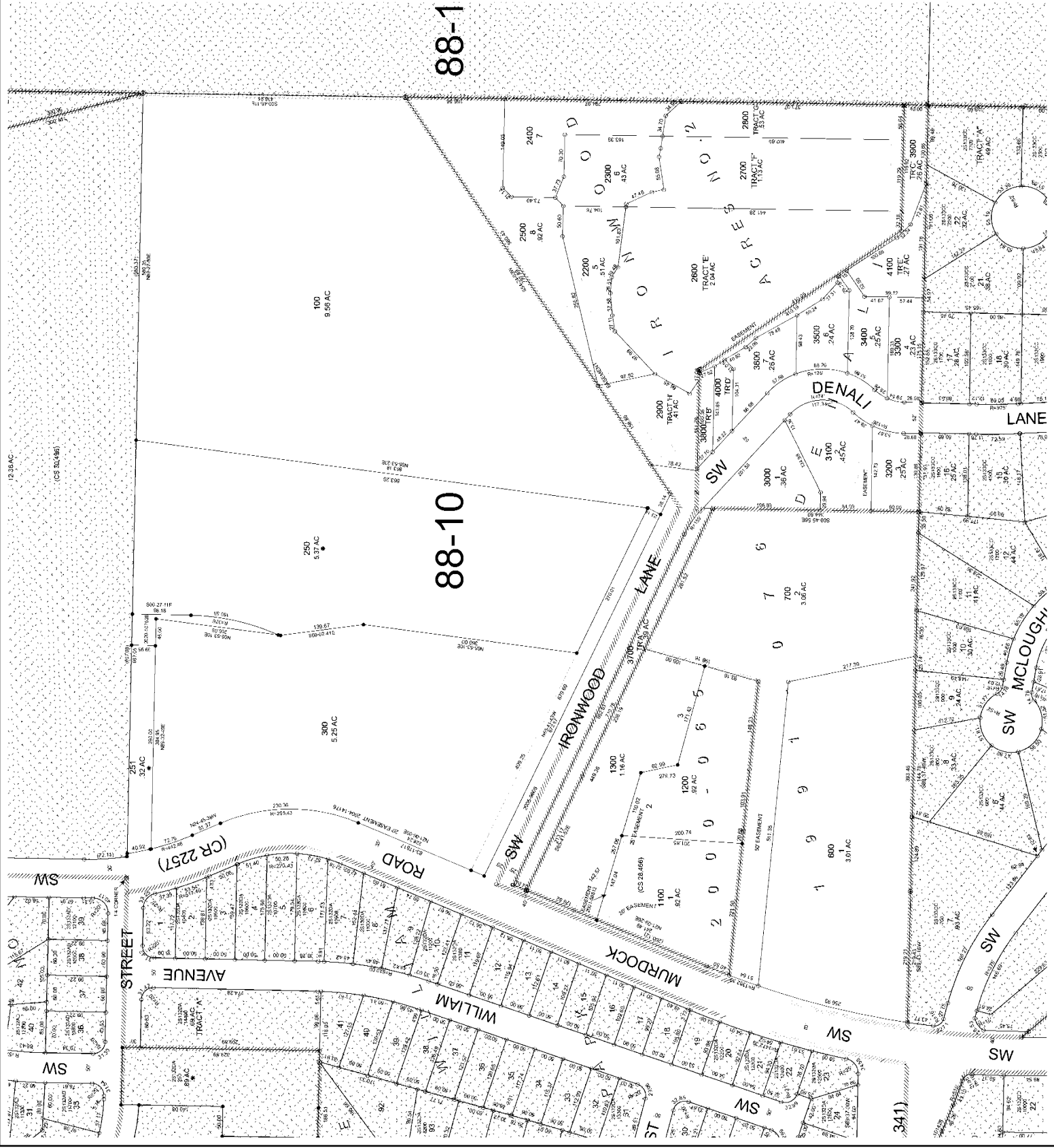


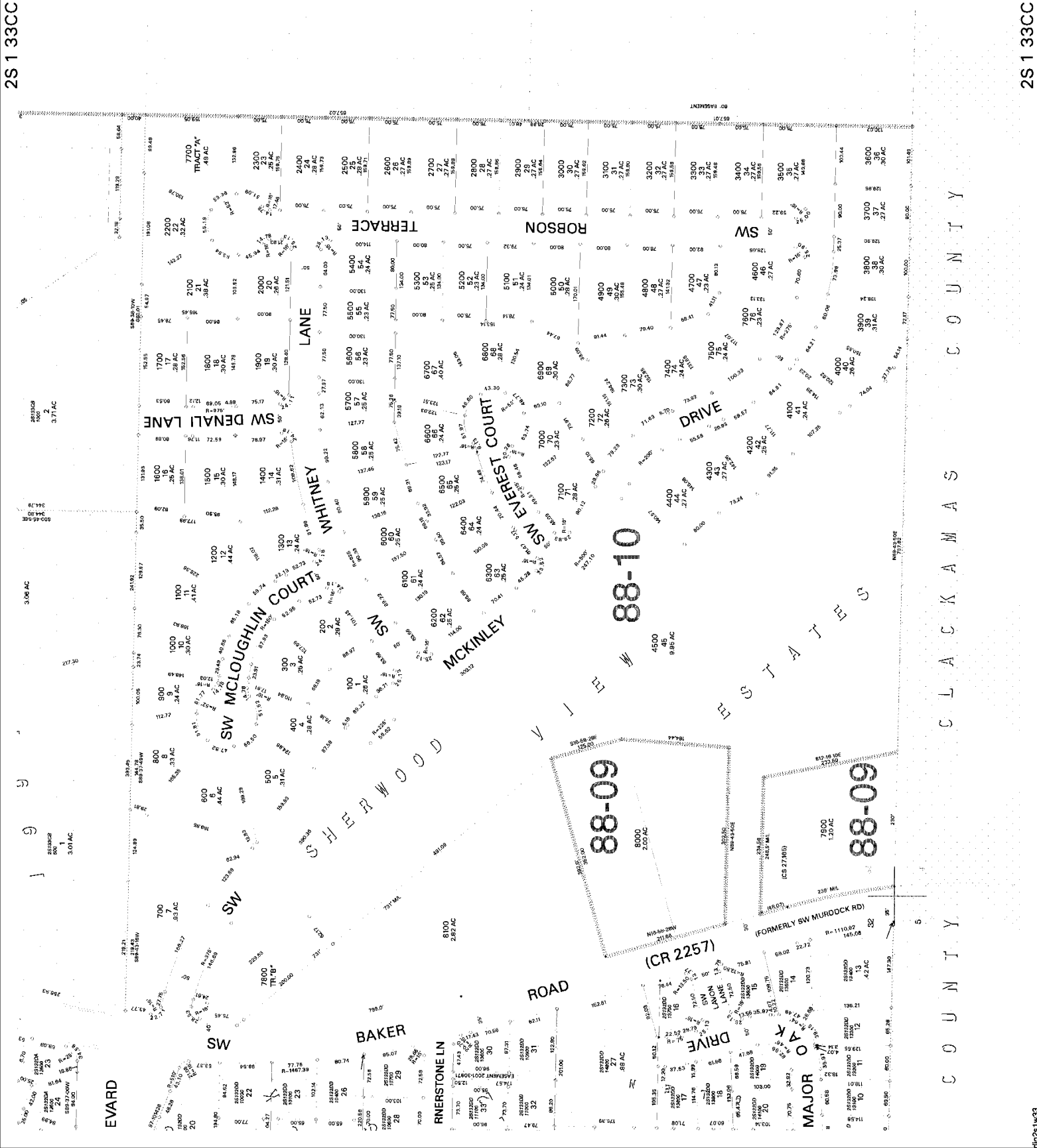
Cancelled Taxlots For: 2S133CB
 400 500 600 800 1,000 1,500 1,600 1,620 1,700 1,800,
 1,900 2,000 2,100 1,000 200



PLOT DATE: 3/10/2021
 FOR ASSESSMENT PURPOSES
 ONLY - DO NOT RELY ON
 FOR OTHER USE

All areas delineated by this map are based on a current nationwide satellite
 view by the Assessor's Office. Assessor's Office is not responsible for any
 errors or omissions on this map. Assessor's Office is not responsible for any
 errors or omissions on this map.





WASHINGTON COUNTY OREGON
 SW1/4 SW1/4 SECTION 33 T2S R1W W.M.
 SCALE 1" = 100'

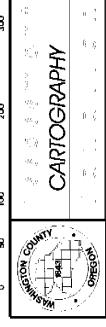
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24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us

BB BA AB AA
 BC BD AC AD
 CB CA DB DA
 CC CD DC DD

SECTION 33

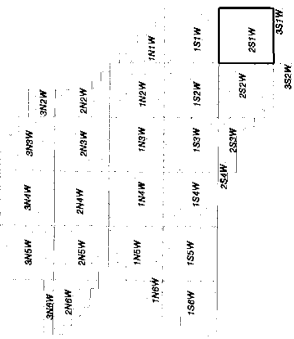
SCALE 1" = 100'



PLOT DATE: October 29, 2015
 FOR ASSESSMENT PURPOSES
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 FOR OTHER USE

Map areas delineated by other gray shading on a cross-sectioned plat are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

CLACKAMAS COUNTY



WASHINGTON COUNTY OREGON
SE 1/4 SW 1/4 SECTION 33 T2S R1W W.M.
SCALE 1" = 100'

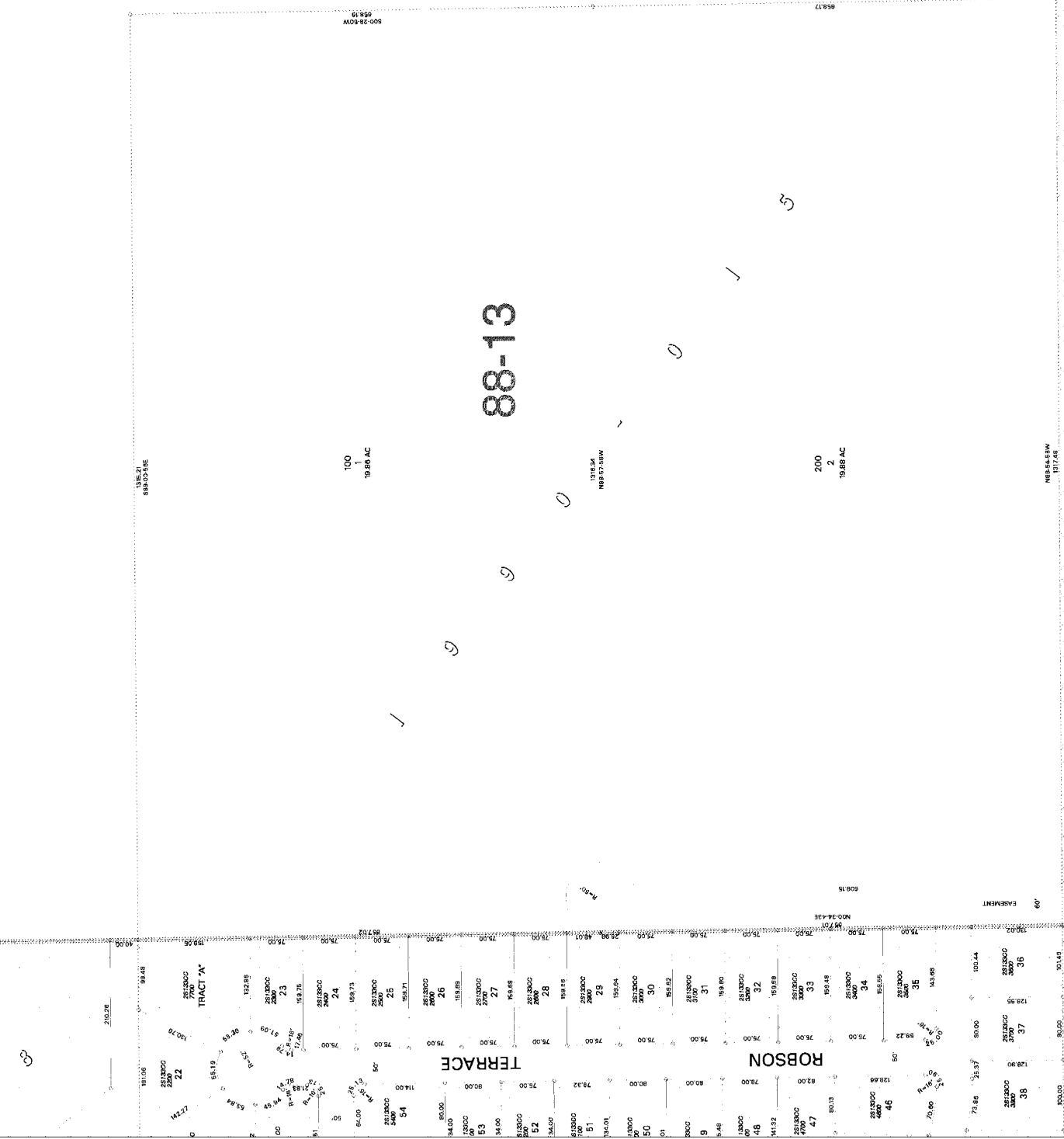
36	31	32	33	34	35	36	31
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25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

BB	BA	AB	AA
B A			
BC	BD	AC	AD
C A			
CB	CA	DB	DA
C D			
CC	CD	DC	DD

SECTION 33



PLOT DATE
April 17, 1998
FOR ASSESSMENT PURPOSES
ONLY - DO NOT RELY ON
FOR OTHER USE



A C K A M A S C O U N T Y



Fidelity National Title
Client Services Group
900 SW 5th Ave, Mezzanine
Portland, OR 97204
O: 503-227-5478 F: 503-274-5472
csrequest@fnf.com

Monday, March 29, 2021

The enclosed radius search was created using data purchased from GeoAdvantage and Metro. This data is derived from county tax records and is deemed reliable, but is not guaranteed. Fidelity National Title cannot be held liable for any additions, deletions, or errors in this search.

This research was completed on the date stated above.

Thank you.

Enclosures:

- Data summary of parcels to be notified
- Map of subject parcel, radius, and parcels to be notified
- County assessor maps for parcels to be notified
- Labels

2021 GENERAL INFORMATION

Property Status	A Active
Property Type	Residential
Legal Description	ACRES 9.56
Alternate Account Number	-
Neighborhood	4TLO TRACTLAND-AREA 10 (TUAL SHWD TRK TRSF)
Map Number	25133CB00100
Property Use	1910: URBAN DEVELOPABLE TRACT IMPROVED
Levy Code Area	088.10

RELATED PROPERTIES

Linked Properties	-
Property Group ID	-
Grouped Properties	-
Split / Merge Date	-
Split / Merge Accounts	-
Split / Merge Message	-

Print property information

2021 OWNER INFORMATION

Owner Name	YUZON, DENNIS A & YUZON, PAULA B
Mailing Address	23120 SW MURDOCK RD SHERWOOD, OR 97140

2021 IMPROVEMENTS

<input type="checkbox"/> Improvement #1	Improvement Type	Beds / Baths
-	Single-Family Residence	4 / 4

Expand/Collapse All

2021 LAND SEGMENTS

STATE CODE	SEGMENT TYPE	LAND SIZE
L1	01: SGL FAM IMP HS	0.75 acres
L2	41: TRACT FUTURE	8.81 acres
TOTALS		9.56 acres

CERTIFIED / IN PROCESS VALUES

YEAR	IMPROVEMENTS	LAND	RMV	SPECIAL USE	ASSESSED VALUE
2021 (In Process)	\$536,920	\$412,250	\$949,170	\$0	\$482,810
2020	\$544,280	\$412,250	\$956,530	\$0	\$468,750

SALES HISTORY

SALE DATE	SELLER	BUYER	INST #	SALE PRICE	INST TYPE
11/1/1986		YUZON, DENNIS A & YUZON, PAULA B	1986052739	\$50,000	UNK

• If applicable, the described property is receiving special valuation based upon its use. Additional rollback taxes which may become due based on the provisions of the special valuation are not indicated in this listing.

TAX SUMMARY

Effective Date: 3/29/2021 Details

TAXYEAR	TOTAL BILLED	AD VALOREM	SPECIAL ASMT	PRINCIPAL	INTEREST	DATE PAID	TOTAL OWED
2020	\$8,780.20	\$8,780.20	\$0	\$8,780.20	\$0.00	-	\$0.00
2019	\$13,121.27	\$13,121.27	\$0	\$13,121.27	\$0.00	-	\$0.00
2018	\$12,724.81	\$12,724.81	\$0	\$12,724.81	\$0.00	-	\$0.00
2017	\$12,391.18	\$12,391.18	\$0	\$12,391.18	\$0.00	-	\$0.00
2016	\$11,997.51	\$11,997.51	\$0	\$11,997.51	\$0.00	-	\$0.00
2015	\$11,398.33	\$11,398.33	\$0	\$11,398.33	\$0.00	-	\$0.00
2014	\$11,273.11	\$11,273.11	\$0	\$11,273.11	\$0.00	-	\$0.00
2013	\$11,060.50	\$11,060.50	\$0	\$11,060.50	\$0.00	-	\$0.00
2012	\$10,650.99	\$0.00	\$0	\$10,650.99	\$0.00	-	\$0.00
2011	\$10,683.56	\$0.00	\$0	\$10,683.56	\$0.00	-	\$0.00
2010	\$10,455.32	\$0.00	\$0	\$10,455.32	\$0.00	-	\$0.00
2009	\$10,202.19	\$0.00	\$0	\$10,202.19	\$0.00	-	\$0.00
2008	\$9,697.57	\$0.00	\$0	\$9,697.57	\$0.00	-	\$0.00
2007	\$10,252.78	\$0.00	\$0	\$10,252.78	\$0.00	-	\$0.00

TOTAL TAXES DUE	
Current Year Due	\$0.00
Past Years Due	\$0.00
Total Due	\$0.00

TAXYEAR	RECEIPT NUMBER	TRANSACTION DATE	PAYMENT AMOUNT
2020	WASH-2020-42260	11-5-2020	\$8,516.79
2019	5977947	10-29-2019	\$12,727.63
2018	5804269	11-6-2018	\$12,343.07
2017	5672854	11-13-2017	\$12,019.44
2016	5385552	11-10-2016	\$11,637.58
2015	5245722	11-13-2015	\$11,056.38
2014	5041675	11-17-2014	\$10,934.92
2013	4696359	10-28-2013	\$10,728.68

2012	4542713	11-7-2012	\$10,331.46
2011	4305108	11-7-2011	\$10,363.05
2010	4103613	11-10-2010	\$10,141.66
2009	3970747	11-17-2009	\$9,896.12
2008	3727543	3-12-2009	(\$10,144.84)
2008	3787841	3-12-2009	\$9,406.64
2008	3787841	3-12-2009	\$738.20
2008	3727543	11-17-2008	\$10,144.84
2007	3533240	11-20-2007	\$9,945.20

2021 GENERAL INFORMATION

Property Status	A Active
Property Type	Residential
Legal Description	ACRES 5.37
Alternate Account Number	-
Neighborhood	4TLO TRACTLAND-AREA 10 (TUAL SHWD TRKC TRSF)
Map Number	25133CB00250
Property Use	1910: URBAN DEVELOPABLE TRACT IMPROVED
Levy Code Area	088.10

RELATED PROPERTIES

Linked Properties	R2218498
Property Group ID	-
Grouped Properties	-
Split / Merge Date	-
Split / Merge Accounts	-
Split / Merge Message	-

Print property information

2021 OWNER INFORMATION

Owner Name	JACOB MILLER LLC
Mailing Address	18025 SW BROOKMAN RD SHERWOOD, OR 97140

PROPERTY FLAGS

PROPERTY FLAG CODE	PROPERTY FLAG DESCRIPTION
LHK	LAND HOOK

2021 IMPROVEMENTS

Expand/Collapse All

<input type="checkbox"/> Improvement #1	Improvement Type	Beds / Baths
-	Single-Family Residence	4 / 3
<input type="checkbox"/> Improvement #2	Improvement Type	
-	Other Improvements	

2021 LAND SEGMENTS

STATE CODE	SEGMENT TYPE	LAND SIZE
L1	41: TRACT FUTURE	4.62 acres
L2	01: SGL FAM IMP HS	0.75 acres
TOTALS		5.37 acres

CERTIFIED / IN PROCESS VALUES

YEAR	IMPROVEMENTS	LAND	RMV	SPECIAL USE	ASSESSED VALUE
2021 (In Process)	\$354,780	\$233,680	\$588,460	\$0	\$557,970
2020	\$359,170	\$233,680	\$592,850	\$0	\$541,720

SALES HISTORY

SALE DATE	SELLER	BUYER	INST #	SALE PRICE	INST TYPE
7/8/2020	MILLER, TIMOTHY M	JACOB MILLER LLC	2020067336	\$382,500	DBS
6/11/2012	STEARNS, TERRANCE D/ LORI G	MILLER, TIMOTHY M	2012047854	\$243,250	DW
6/1/1987		STEARNS, TERRANCE D/ LORI G	1987028888	\$52,500	UNK

• If applicable, the described property is receiving special valuation based upon its use. Additional rollback taxes which may become due based on the provisions of the special valuation are not indicated in this listing.

TAX SUMMARY

Effective Date: 3/29/2021 Details

TAXYEAR	TOTAL BILLED	AD VALOREM	SPECIAL ASMT	PRINCIPAL	INTEREST	DATE PAID	TOTAL OWED
2020	\$10,147.01	\$10,147.01	\$0	\$10,147.01	\$0.00	-	\$0.00
2019	\$9,953.61	\$9,953.61	\$0	\$9,953.61	\$0.00	-	\$0.00
2018	\$9,653.01	\$9,653.01	\$0	\$9,653.01	\$0.00	-	\$0.00
2017	\$9,399.84	\$9,399.84	\$0	\$9,399.84	\$0.00	-	\$0.00
2016	\$8,707.84	\$8,707.84	\$0	\$8,707.84	\$0.00	-	\$0.00
2015	\$7,750.67	\$7,750.67	\$0	\$7,750.67	\$0.00	-	\$0.00
2014	\$7,445.53	\$7,445.53	\$0	\$7,445.53	\$0.00	-	\$0.00
2013	\$6,979.32	\$6,979.32	\$0	\$6,979.32	\$0.00	-	\$0.00
2012	\$3,936.54	\$0.00	\$0	\$3,936.54	\$0.00	-	\$0.00
2011	\$4,196.20	\$0.00	\$0	\$4,196.20	\$0.00	-	\$0.00
2010	\$7,960.41	\$0.00	\$0	\$7,960.41	\$0.00	-	\$0.00
2009	\$8,230.28	\$0.00	\$0	\$8,230.28	\$0.00	-	\$0.00
2008	\$7,823.23	\$0.00	\$0	\$7,823.23	\$0.00	-	\$0.00
2007	\$7,763.33	\$0.00	\$0	\$7,763.33	\$0.00	-	\$0.00

TOTAL TAXES DUE	
Current Year Due	\$0.00
Past Years Due	\$0.00
Total Due	\$0.00

TAXYEAR	RECEIPT NUMBER	TRANSACTION DATE	PAYMENT AMOUNT
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2020	WASH-2020-174893	11-17-2020	\$9,842.60
2019	6133980	11-19-2019	\$9,655.00
2018	5930328	11-21-2018	\$9,363.42
2017	5717488	11-20-2017	\$9,117.84
2016	5376229	11-8-2016	\$8,446.60
2015	5269281	11-17-2015	\$7,518.15
2014	5052576	11-18-2014	\$7,222.16
2013	4828038	11-15-2013	\$6,769.94
2012	4612182	11-16-2012	\$3,818.44
2011	4348295	11-10-2011	\$4,070.31
2010	4113285	11-12-2010	\$7,721.60
2009	3912755	11-13-2009	\$7,983.37
2008	3668997	11-13-2008	\$7,588.53
2007	3485403	11-15-2007	\$7,530.43

2021 GENERAL INFORMATION

Property Status A Active
Property Type Residential
Legal Description ACRES 0.32
Alternate Account Number -
Neighborhood 4TLO TRACTLAND-AREA 10 (TUAL SHWD TRKC TRSF)
Map Number 25133CB00251
Property Use 1900: URBAN DEVELOPABLE TRACT - VACANT
Levy Code Area 088.10

RELATED PROPERTIES

Linked Properties R1449882
Property Group ID -
Grouped Properties -
Split / Merge Date -
Split / Merge Accounts -
Split / Merge Message -

2021 OWNER INFORMATION

Owner Name JACOB MILLER LLC
Mailing Address 18025 SW BROOKMAN RD SHERWOOD, OR 97140



PROPERTY FLAGS

PROPERTY FLAG CODE	PROPERTY FLAG DESCRIPTION
LHK	LAND HOOK

CERTIFIED / IN PROCESS VALUES

YEAR	IMPROVEMENTS	LAND	RMV	SPECIAL USE	ASSESSED VALUE
2021 (In Process)		\$0	\$0	\$0	\$0

Bills for R2218498 not found.
Please contact the district if you have further questions.

Payment History for R2218498 not found.

Please contact the district if you have further questions.

Parcel Reference List



ParcelID	Tax Account	Owner	Site Address
R1173349	2S132AD03300	Wilmington Savings Fund Societ	22778 SW Cochran Dr Sherwood 97140
R1173358	2S132AD03400	Martin & Esther Ruehl	22790 SW Cochran Dr Sherwood 97140
R1173367	2S132AD03500	Jeffery & Kelly Sinclair	22798 SW Cochran Dr Sherwood 97140
R1173376	2S132AD03600	Michael Crosby	22848 SW Upper Roy St Sherwood 97140
R1173385	2S132AD03700	Shelly Tautfest	14675 SW May Ct Sherwood 97140
R1173394	2S132AD03800	Walter Roach & Laurie Rogers-R	14647 SW May Ct Sherwood 97140
R1173401	2S132AD03900	Brian & Sheila Gray	14631 SW May Ct Sherwood 97140
R1173410	2S132AD04000	Thomas Ferland Jr & Brittany Fe	14619 SW May Ct Sherwood 97140
R1173429	2S132AD04100	Terri Stieg	14605 SW May Ct Sherwood 97140
R1173438	2S132AD04200	Joey & Chandra Bettis	14610 SW May Ct Sherwood 97140
R1173447	2S132AD04300	Jordan & Emily Kelsch	14624 SW May Ct Sherwood 97140
R1173456	2S132AD04400	Slorra White & Rey Hernandez	14638 SW May Ct Sherwood 97140
R1173465	2S132AD04500	Joshua & Emily Goff	14652 SW May Ct Sherwood 97140
R1173474	2S132AD04600	Michael Kuehn	14668 SW May Ct Sherwood 97140
R1173483	2S132AD04700	Lauren & Kyle Evitts	14682 SW May Ct Sherwood 97140
R1173492	2S132AD04800	Juanita Allison	14696 SW May Ct Sherwood 97140
R1173508	2S132AD04900	Julie Lebrun	22912 SW Upper Roy St Sherwood 97140
R1173517	2S132AD05000	Scott Davis & Krystle Heys	14863 SW Division St Sherwood 97140
R1173526	2S132AD05100	Andrew McCall	23015 SW Mansfield St Sherwood 97140
R1173535	2S132AD05200	James & Donyela Cornelius	22917 SW Upper Roy St Sherwood 97140
R1173544	2S132AD05300	Jessica & Philip Pratt	22905 SW Upper Roy St Sherwood 97140
R1173553	2S132AD05400	Justino Bravo	22807 SW Upper Roy St Sherwood 97140
R1173562	2S132AD05500	Landauer, Larry & Marilyn Famil	14826 SW Cochran St Sherwood 97140
R1173571	2S132AD05600	Elvira Olinger	14838 SW Cochran St Sherwood 97140
R1173615	2S132AD06100	Joseph & Shannon Ely	14815 SW Cochran St Sherwood 97140
R1173633	2S132DA00500	Randal Nelson Jr & Julie Nelson	23018 SW Mansfield St Sherwood 97140
R1173642	2S132DA00600	Jonathan & Vilena Raibley	23036 SW Mansfield St Sherwood 97140

R1173651	2S132DA00700	Ira Watson	23054 SW Mansfield St Sherwood 97140
R1173660	2S132DA00800	Toni & Michael Bellinger	23049 SW Mansfield St Sherwood 97140
R1173722	2S132DA00201	Sherwood, City Of	22965 SW Upper Roy St Sherwood 97140
R1277353	2S133CB00300	J T Roth Construction Inc	23000 SW Murdock Rd Sherwood 97140
R2000662	2S132DA00900	Christopher & Gayle Brown	23072 SW Mansfield St Sherwood 97140
R2000663	2S132DA01000	Allen McLeod	23090 SW Mansfield St Sherwood 97140
R2000664	2S132DA01100	Adrienne Serna	23096 SW Mansfield St Sherwood 97140
R2000665	2S132DA01200	Steven & Teresa McNeil	23095 SW Mansfield St Sherwood 97140
R2000666	2S132DA01300	Debra Lukens	23083 SW Mansfield St Sherwood 97140
R2000667	2S132DA01400	Dustin & Bowers Cook	23075 SW Mansfield St Sherwood 97140
R2007010	2S133BC00500	Sparks Family Living Trust	22520 SW Fair Oaks Ct Sherwood 97140
R2007011	2S133BC00600	Bolliger, Michael E Rev Living Tr	22550 SW Fair Oaks Ct Sherwood 97140
R2007012	2S133BC00700	James & Cynthia Folske	14391 SW Fair Oaks Dr Sherwood 97140
R2007013	2S133BC00800	Dressel Family Rev Trust	14345 SW Fair Oaks Dr Sherwood 97140
R2007014	2S133BC00900	Corrado, Christopher W & Kimra	14331 SW Fair Oaks Dr Sherwood 97140
R2007015	2S133BC01000	Corrado, Christopher W & Kimra	14325 SW Fair Oaks Dr Sherwood 97140
R2007016	2S133BC01100	David & Susan Brim	14300 SW Fair Oaks Dr Sherwood 97140
R2007017	2S133BC01200	Andrew & Madri Vanfleet	14340 SW Fair Oaks Dr Sherwood 97140
R2007018	2S133BC01300	Jeff & Lori Fletcher	14410 SW Fair Oaks Dr Sherwood 97140
R2007019	2S133BC01400	Martin & Kiki Gavin	14490 SW Fair Oaks Dr Sherwood 97140
R2007020	2S133BC01500	Craig & Linda Tietje	Sherwood 97140
R2007021	2S133BC01600	United States Of America Dept O	Sherwood 97140
R2008947	2S133CD00100	Mary & Kimjacobs Immanuel	13900 SW McKinley Dr Sherwood 97140
R2017588	2S133CB00600	Eci Group LLC	Sherwood 97140
R2017589	2S133CB00700	Roger & Lisa Walker	23500 SW Murdock Rd Sherwood 97140
R2019381	2S1330002500	United States Of America Dept O	Sherwood 97140
R2022299	2S132AD08300	John & Jessica Bencomo	22836 SW Kathy St Sherwood 97140
R2022300	2S132AD08400	Patti Micheo	22822 SW Kathy St Sherwood 97140
R2022301	2S132AD08500	Ronald & Cathy Wilson	22810 SW Kathy St Sherwood 97140
R2022302	2S132AD08600	Sharon Sherwood	22788 SW Kathy St Sherwood 97140
R2022303	2S132AD08700	Matthew & Laura Alger	22756 SW Kathy St Sherwood 97140
R2022304	2S132AD08800	Jennifer Asai	22734 SW Kathy St Sherwood 97140

R2022305	2S132AD08900	Gary & Debra Ladd	22722 SW Kathy St Sherwood 97140
R2022306	2S132AD09000	Osenton 2002 Trust	22700 SW Kathy St Sherwood 97140
R2022307	2S132AD09100	Chase & Kasie Francis	22678 SW Kathy St Sherwood 97140
R2022308	2S132AD09200	Toby & Georgia Bolden	22656 SW Kathy St Sherwood 97140
R2022309	2S132AD09300	Jordan & Ashley Gressel	22634 SW Kathy St Sherwood 97140
R2022310	2S132AD09400	Cameron Furrow & Kimberly Mic	14520 SW Willamette St Sherwood 97140
R2022313	2S132AD09700	Hancock Mullen Trust	22629 SW Kathy St Sherwood 97140
R2022314	2S132AD09800	Christian & Cecilia Middleton	22651 SW Kathy St Sherwood 97140
R2022315	2S132AD09900	Geoffrey McLain	22673 SW Kathy St Sherwood 97140
R2022316	2S132AD10000	Dwight & Paula Cash	22695 SW Kathy St Sherwood 97140
R2022317	2S132AD10100	Carrie Starbuck-Boettiger	22717 SW Kathy St Sherwood 97140
R2022318	2S132AD10200	Michele McCormick	22739 SW Kathy St Sherwood 97140
R2022319	2S132AD10300	Dina Francis	22761 SW Kathy St Sherwood 97140
R2022320	2S132AD10400	Darrell Lim	22783 SW Kathy St Sherwood 97140
R2022321	2S132AD10500	Michael & Sherrie Bonser	22805 SW Kathy St Sherwood 97140
R2022322	2S132AD10600	Ldd Holdings LLC	22827 SW Kathy St Sherwood 97140
R2028962	2S132AD10700	Brett & Kes Joerg	22849 SW Kathy St Sherwood 97140
R2028963	2S132AD10800	Christopher Copeland	22871 SW Kathy St Sherwood 97140
R2028964	2S132AD10900	Jack Reed Jr & Un Reed	22893 SW Kathy St Sherwood 97140
R2028965	2S132AD11000	Lake, Robert R Rev Living Trust	22915 SW Kathy St Sherwood 97140
R2028966	2S132AD11100	Carolynn & Christopher Harbich	22937 SW Kathy St Sherwood 97140
R2028967	2S132AD11200	Jeff Maginnis & Sarah Sykes	22959 SW Kathy St Sherwood 97140
R2028968	2S132AD11300	Keith & Tina Yukumoto	22981 SW Kathy St Sherwood 97140
R2028969	2S132AD11400	Judy Lubera	22926 SW Upper Roy St Sherwood 97140
R2028970	2S132AD11500	Sean & Amanda Wheaton	22948 SW Upper Roy St Sherwood 97140
R2028971	2S132AD11600	Erik & Kym Lindberg	22960 SW Upper Roy St Sherwood 97140
R2028972	2S132AD11700	Lori & Dennis Robertson	22993 SW Kathy St Sherwood 97140
R2028973	2S132AD11800	David & Shelley Biegel	22996 SW Kathy St Sherwood 97140
R2028974	2S132AD11900	Katherine Bosworth	22970 SW Upper Roy St Sherwood 97140
R2028975	2S132AD12000	Biggs, Sylvia A Rev Living Trust	22978 SW Upper Roy St Sherwood 97140
R2028976	2S132AD12100	Sherwood, City Of	22998 SW Upper Roy St Sherwood 97140
R2028977	2S132AD12200	Charlie & Laura Nappi	22984 SW Kathy St Sherwood 97140

R2028978	2S132AD12300	John & Amy Platt	22970 SW Kathy St Sherwood 97140
R2028979	2S132AD12400	Teresa Anderson & Carol Allen	14584 SW Kathy Ct Sherwood 97140
R2028980	2S132AD12500	Monty Houston Jr	14552 SW Kathy Ct Sherwood 97140
R2028981	2S132AD12600	Jason & Kari Birdsley	14520 SW Kathy Ct Sherwood 97140
R2028982	2S132AD12700	Casey Evans	14525 SW Kathy Ct Sherwood 97140
R2028983	2S132AD12800	Maki Rev Living Trust	14557 SW Kathy Ct Sherwood 97140
R2028984	2S132AD12900	Chris & Julie Bensel	14589 SW Kathy Ct Sherwood 97140
R2028988	2S132DA05400	Bruce Sveta & Jane Heintz-Sveta	14725 SW Sunset Blvd Sherwood 97140
R2029262	2S132DA01500	Katharina Fink	23128 SW Mansfield St Sherwood 97140
R2029263	2S132DA01600	Robert Dunlap	23150 SW Mansfield St Sherwood 97140
R2029264	2S132DA01700	Tenly Properties Corp	23174 SW Mansfield St Sherwood 97140
R2029265	2S132DA01800	Tenly Properties Corp	23196 SW Mansfield St Sherwood 97140
R2029266	2S132DA01900	Robbi Nyangoro & Duncan Nyan	23220 SW Mansfield St Sherwood 97140
R2029267	2S132DA02000	Donald & Kristine Creger	23248 SW Mansfield St Sherwood 97140
R2029359	2S132DA04600	Chris & Tanya Bryant	23189 SW Mansfield St Sherwood 97140
R2029360	2S132DA04700	Anthony & Jennifer Swanson	23155 SW Mansfield St Sherwood 97140
R2029361	2S132DA04800	James & Meagan Brandl	23131 SW Mansfield St Sherwood 97140
R2035187	2S132DA06100	James & Kathy Graham	23228 SW Brittany Pl Sherwood 97140
R2036745	2S132DA06900	Doran Beebe	14728 SW Smock St Sherwood 97140
R2036746	2S132DA07000	Richard Siler Jr	14716 SW Smock St Sherwood 97140
R2036747	2S132DA07100	Donald & Elizabeth Powell	14704 SW Smock St Sherwood 97140
R2036748	2S132DA07200	Kathryn Lamare	23295 SW Cascade Pl Sherwood 97140
R2036749	2S132DA07300	Jeffrey & Sandra Chase	23277 SW Cascade Pl Sherwood 97140
R2036750	2S132DA07400	Nicholas & Lora Meredith	23259 SW Cascade Pl Sherwood 97140
R2036751	2S132DA07500	Paul & Christine Zartman	23237 SW Cascade Pl Sherwood 97140
R2036752	2S132DA07600	Hashimoto, Michael M Living Tru	23219 SW Cascade Pl Sherwood 97140
R2036753	2S132DA07700	Dean & Eileen Cannon	23173 SW Cascade Pl Sherwood 97140
R2036754	2S132DA07800	Joseph Chan	23151 SW Cascade Pl Sherwood 97140
R2036755	2S132DA07900	Christian Manasco	23137 SW Cascade Pl Sherwood 97140
R2036756	2S132DA08000	Rettmann Family Living Trust	23124 SW Cascade Pl Sherwood 97140
R2036757	2S132DA08100	William & Linda Anderson	23156 SW Cascade Pl Sherwood 97140
R2036758	2S132DA08200	Grosse Kevin E Trust	23188 SW Cascade Pl Sherwood 97140

R2036759	2S132DA08300	Gregory & Victoria Ring	23210 SW Cascade Pl Sherwood 97140
R2036760	2S132DA08400	Robert & Rosemarie Ahrens	23232 SW Cascade Pl Sherwood 97140
R2036761	2S132DA08500	Jeffrey & Sondra Magnuson	23254 SW Cascade Pl Sherwood 97140
R2036762	2S132DA08600	Cristin Casey & John Kersey	23272 SW Cascade Pl Sherwood 97140
R2036763	2S132DA08700	Lisa & David Bradley	23298 SW Cascade Pl Sherwood 97140
R2036764	2S132DA08800	Sherwood, City Of	Sherwood 97140
R2044564	2S132DA09900	Robert Edgell	23048 SW Cuthill Pl Sherwood 97140
R2044565	2S132DA10000	Kelly & Loren Cochrun	23034 SW Cuthill Pl Sherwood 97140
R2044566	2S132DA10100	Matthew Triplett	23020 SW Cuthill Pl Sherwood 97140
R2044567	2S132DA10200	Joseph & Heidi Tillotson	23006 SW Cuthill Pl Sherwood 97140
R2044568	2S132AD13000	Bertha & Marcus Lopez	14875 SW Division St Sherwood 97140
R2046435	2S132DA10300	Larea Freeman	23010 SW William Ave Sherwood 97140
R2046436	2S132DA10400	Tom Gallagher	23028 SW William Ave Sherwood 97140
R2046437	2S132DA10500	Todd Lundy	23046 SW William Ave Sherwood 97140
R2046438	2S132DA10600	Gregory & Shari Hanson	23068 SW William Ave Sherwood 97140
R2046439	2S132DA10700	Troy & Elizabeth Thompson	23084 SW William Ave Sherwood 97140
R2046440	2S132DA10800	Robin & Lyubov Lee	23102 SW William Ave Sherwood 97140
R2046441	2S132DA10900	Sean Bergman	23118 SW William Ave Sherwood 97140
R2046442	2S132DA11000	Jonathan & Lynsey Knapp	23136 SW William Ave Sherwood 97140
R2046443	2S132DA11100	Stephen & Andrea Chiapella	23154 SW William Ave Sherwood 97140
R2046444	2S132DA11200	Edward Casey Jr & Joanne Case	23172 SW William Ave Sherwood 97140
R2046445	2S132DA11300	Chadd & Molly Shotwell	23190 SW William Ave Sherwood 97140
R2046446	2S132DA11400	Carl & Jamie Ruggiero	23208 SW William Ave Sherwood 97140
R2046447	2S132DA11500	Aimee Tilson & Alex Elia	23226 SW William Ave Sherwood 97140
R2046448	2S132DA11600	Ownership Suppressed	23244 SW William Ave Sherwood 97140
R2046449	2S132DA11700	Michael & Karen Shelley	23260 SW William Ave Sherwood 97140
R2046450	2S132DA11800	Tristan & Anyarin Jo	23278 SW William Ave Sherwood 97140
R2046451	2S132DA11900	James Farr III & Lynn Farr	23296 SW William Ave Sherwood 97140
R2046452	2S132DA12000	Don & Michele Tran	23314 SW William Ave Sherwood 97140
R2046453	2S132DA12100	Carrie Leblanc	23332 SW William Ave Sherwood 97140
R2046454	2S132DA12200	John & Ana Goetz	23350 SW William Ave Sherwood 97140
R2046455	2S132DA12300	Michael & Billie Guthrie	23368 SW William Ave Sherwood 97140
R2046456	2S132DA12400	Thomas Antoni Jr	23384 SW William Ave Sherwood 97140

R2046457	2S132DA12500	Hector & Pearl Dumasia	23402 SW William Ave Sherwood 97140
R2046458	2S132DA12600	Melisa Abesa & Thane Shetler	23418 SW William Ave Sherwood 97140
R2046459	2S132DA12700	Daniel Kloucek Jr & Jennifer Ca	23427 SW William Ave Sherwood 97140
R2046460	2S132DA12800	Virginia & Richard Vanderford	23409 SW William Ave Sherwood 97140
R2046461	2S132DA12900	Lawerence & Elaine Myers	23391 SW William Ave Sherwood 97140
R2046462	2S132DA13000	David Wang & Roslyn Wong	23375 SW William Ave Sherwood 97140
R2046463	2S132DA13100	Kimberley Meisels	23359 SW William Ave Sherwood 97140
R2046464	2S132DA13200	Nirmal & Moorthy Sigamani	23343 SW William Ave Sherwood 97140
R2046465	2S132DA13300	Bryan & Lisa Jaeger	23299 SW William Ave Sherwood 97140
R2046466	2S132DA13400	Kelly Martin	23285 SW William Ave Sherwood 97140
R2046467	2S132DA13500	Stephen & Brenda Bjorndal	23267 SW William Ave Sherwood 97140
R2046468	2S132DA13600	Jessica Garcia & Dex Espinoza	23251 SW William Ave Sherwood 97140
R2046469	2S132DA13700	John & Priscilla Porter	23235 SW William Ave Sherwood 97140
R2046470	2S132DA13800	Wilson & Kristen Parrish	23217 SW William Ave Sherwood 97140
R2046471	2S132DA13900	Amanda & Skylar Schulz	23201 SW William Ave Sherwood 97140
R2046472	2S132DA14000	Lawrence & Sharon Ballard	23183 SW William Ave Sherwood 97140
R2046473	2S132DA14100	Tanya Lokboj & Watson Jolden	23165 SW William Ave Sherwood 97140
R2046474	2S132DA14200	Gregory & Carol Whitmore	23147 SW William Ave Sherwood 97140
R2046475	2S132DA14300	Jesse & Courtney D'elia	23125 SW William Ave Sherwood 97140
R2046476	2S132DA14400	Sherwood, City Of	22965 SW Upper Roy St Sherwood 97140
R2077145	2S133CC00100	Anthony & Barbara Weller	14323 SW Whitney Ln Sherwood 97140
R2077146	2S133CC00200	Silverforb, Robert Trust	23581 SW McLoughlin Ct Sherwood 97140
R2077147	2S133CC00300	Richard & Lindsey Gulley	23559 SW McLoughlin Ct Sherwood 97140
R2077148	2S133CC00400	Todd & Mary Bowman	23523 SW McLoughlin Ct Sherwood 97140
R2077149	2S133CC00500	Gregory & Jenae Douglas	23517 SW McLoughlin Ct Sherwood 97140
R2077150	2S133CC00600	Jay & Jennifer Douglass	23505 SW McLoughlin Ct Sherwood 97140
R2077151	2S133CC00700	Trevor & Diana Hodge	14479 SW McKinley Dr Sherwood 97140
R2077152	2S133CC00800	Ryan & Erin Anderson	23508 SW McLoughlin Ct Sherwood 97140
R2077153	2S133CC00900	Brock & Katherine Kirby	23526 SW McLoughlin Ct Sherwood 97140
R2077154	2S133CC01000	Brian & Eileen Logan	23540 SW McLoughlin Ct Sherwood 97140
R2077155	2S133CC01100	Carter Family Rev Trust	23552 SW McLoughlin Ct Sherwood 97140
R2077156	2S133CC01200	Ryan & Abigail Hawkins	23574 SW McLoughlin Ct Sherwood 97140
R2077157	2S133CC01300	Ronald & Tonya Charles	23598 SW McLoughlin Ct Sherwood 97140

R2077158	2S133CC01400	William Delacey	14219 SW Whitney Ln Sherwood 97140
R2077159	2S133CC01500	Kirsten Thrower	23557 SW Denali Ln Sherwood 97140
R2077160	2S133CC01600	Robert & Arel Edmunds	23525 SW Denali Ln Sherwood 97140
R2077161	2S133CC01700	Houghton Living Trust	23524 SW Denali Ln Sherwood 97140
R2077162	2S133CC01800	Wong, James M Trust	23558 SW Denali Ln Sherwood 97140
R2077163	2S133CC01900	Reid Family Trust	23580 SW Denali Ln Sherwood 97140
R2077164	2S133CC02000	Cedric & Nancy Vezinet	14131 SW Whitney Ln Sherwood 97140
R2077165	2S133CC02100	Kevin & Hailey Owens	23553 SW Robson Ter Sherwood 97140
R2077166	2S133CC02200	Charles & Tiffany MacDonald	23514 SW Robson Ter Sherwood 97140
R2077167	2S133CC02300	Barclay Living Trust	23584 SW Robson Ter Sherwood 97140
R2077168	2S133CC02400	Biggs, Bret P Rev Living Trust &	23606 SW Robson Ter Sherwood 97140
R2077169	2S133CC02500	Wray Family Trust	23624 SW Robson Ter Sherwood 97140
R2077170	2S133CC02600	Muessle, David A & Megan M Re	23652 SW Robson Ter Sherwood 97140
R2077189	2S133CC04500	Sherwood 45 LLC	14300 SW McKinley Dr Sherwood 97140
R2077196	2S133CC05200	Robert & Michelle Dombek	23721 SW Robson Ter Sherwood 97140
R2077197	2S133CC05300	Cory & Corina Gill	23675 SW Robson Ter Sherwood 97140
R2077198	2S133CC05400	Vidal & Rodriguez Freixa	14122 SW Whitney Ln Sherwood 97140
R2077199	2S133CC05500	Asbh LLC	14144 SW Whitney Ln Sherwood 97140
R2077200	2S133CC05600	Deboer, Clarence G & Lisa A Joi	14166 SW Whitney Ln Sherwood 97140
R2077201	2S133CC05700	Snelling Family Trust	14188 SW Whitney Ln Sherwood 97140
R2077202	2S133CC05800	Baggenstos, James K Trust	14224 SW Whitney Ln Sherwood 97140
R2077203	2S133CC05900	Timothy Longmire	14252 SW Whitney Ln Sherwood 97140
R2077204	2S133CC06000	Hoffbuhr, John & Donna Living T	14280 SW Whitney Ln Sherwood 97140
R2077205	2S133CC06100	Michael & Jeanna Madlener	14300 SW Whitney Ln Sherwood 97140
R2077206	2S133CC06200	Pankaj Hazarika	14324 SW Whitney Ln Sherwood 97140
R2077207	2S133CC06300	Douglas Feller & Beth Donney-F	23797 SW Everest Ct Sherwood 97140
R2077208	2S133CC06400	Krauter Trust	23775 SW Everest Ct Sherwood 97140
R2077209	2S133CC06500	McKinney, John J Family Trust &	23753 SW Everest Ct Sherwood 97140
R2077210	2S133CC06600	Paul & Amy Barton	23731 SW Everest Ct Sherwood 97140
R2077211	2S133CC06700	Wen-Wen Zheng & Yue Gao	23705 SW Everest Ct Sherwood 97140
R2077212	2S133CC06800	Edelman Family Rev Trust	23718 SW Everest Ct Sherwood 97140
R2077221	2S133CC07700	Sherwood, City Of	Sherwood 97140

R2077222	2S133CC07800	Sherwood, City Of	Sherwood 97140
R2087627	2S132DD09800	Nathanael & Renata Tuggy	23598 SW Stonehaven St Sherwood 97140
R2087629	2S132DD10000	Jeffrey Lee	23632 SW Stonehaven St Sherwood 97140
R2098914	2S133CB01100	Mark & Maureen Rowlands	23364 SW Murdock Rd Sherwood 97140
R2098915	2S133CB01200	Huntington Family Trust	23376 SW Murdock Rd Sherwood 97140
R2098916	2S133CB01300	Patrick & Tamara Huske	23352 SW Murdock Rd Sherwood 97140
R2152876	2S133CB02200	Baugus, James Trust	14092 SW Ironwood Ln Sherwood 97140
R2152877	2S133CB02300	Vernon & Kimberly Fuller	14074 SW Ironwood Ln Sherwood 97140
R2152878	2S133CB02400	Michael & Jennifer Brandt	14056 SW Ironwood Ln Sherwood 97140
R2152879	2S133CB02500	Fred Byeman Jr & Nadine Byema	14039 SW Ironwood Ln Sherwood 97140
R2152880	2S133CB02600	Ironwood Homes Inc	Sherwood 97140
R2152881	2S133CB02700	Ironwood Homes Inc	Sherwood 97140
R2152882	2S133CB02800	Ironwood Homes Inc	Sherwood 97140
R2152883	2S133CB02900	Ironwood Homes Inc	Sherwood 97140
R2156287	2S132DA00251	Sherwood, City Of	Sherwood 97140
R2165518	2S132AD13300	Sherwood, City Of	Sherwood 97140
R2165520	2S132AD13400	Sherwood, City Of	Sherwood 97140
R2165524	2S132DA14500	Sherwood, City Of	Sherwood 97140
R2211172	2S133CB03000	Jt Roth Construction Inc	23413 SW Denali Ln Sherwood 97140
R2211173	2S133CB03100	Jt Roth Construction Inc	23465 SW Denali Ln Sherwood 97140
R2211174	2S133CB03200	Edward & Jeri Davis	23481 SW Denali Ln Sherwood 97140
R2211175	2S133CB03300	Wollmann Trust	23484 SW Denali Ln Sherwood 97140
R2211176	2S133CB03400	Jt Roth Construction Inc	23472 SW Denali Ln Sherwood 97140
R2211177	2S133CB03500	Nicholas & Maurissa Fisher	23436 SW Denali Ln Sherwood 97140
R2211178	2S133CB03600	Michelle Bennett & Jon Markee	23408 SW Denali Ln Sherwood 97140
R2211179	2S133CB03700	Hoa Denali	Sherwood 97140
R2211180	2S133CB03800	Sherwood, City Of	23366 SW Denali Ln Sherwood 97140
R2211181	2S133CB03900	Hoa Denali	Sherwood 97140
R2211182	2S133CB04000	Hoa Denali	23374 SW Denali Ln Sherwood 97140
R2211183	2S133CB04100	Hoa Denali	Sherwood 97140

Sherwood, Oregon is nestled in the Willamette Valley between the Coast and Cascade Mountain Ranges. The travelers on the Oregon City–Lafayette Wagon Trail trekked by way of this high plain territory, located southwest of Portland, nestled between the mountain ridges of Parrett Mountain to the east, Chehalem Mountain to the west, and Rex Hill to the south. These mountains stopped the wash of the floods and pushed the debris back into a huge eddy that created the Cipole Cataracts, which farmers used to call the Onion Flats. The Willamette Valley consists of a series of discontinuous faults that subdivide into a mosaic of varying landscapes, ranging from uplifted structural blocks that form bedrock highlands, to sedimentary basins like the Tualatin River National Wildlife Refuge.

In 1890, a group of Portland businessmen determined that the rich clay left in the area was suitable for making bricks. They invested in a brick factory, using wood from a nearby pine grove to supply fuel. The factory supplied much of the brick for building early Portland.

During the early twentieth century, surrounding farms were cleared for fruit orchards. By 1917, the old brickyard was the site of a cannery, where apples, pears, Italian plums, and berry jams and jellies were canned. Later, the cannery processed beans and sauerkraut. By 1919, Highway 99 was completed, and produce was trucked into town. During the 1920s, the onion flats of Cipole were producing more onions than anywhere in the Northwest.

Sherwood was an agricultural town for decades, but the cannery closed in 1970. Highway 99 became a busy crossroad, and Sherwood became a bedroom community for Portland and other nearby cities.

Article & Photograph/Illustration Sources:

- 1) **[Oregon Encyclopedia a Project of The Oregon Historical Society – Sherwood by June Reynolds June Reynolds](#)**
 - a. **[June Reynolds was born and raised in Oregon and is a local historian for the Sherwood and Washington County area. She was a teacher and librarian for thirty-five years and is on the board of directors for the Sherwood Historical Society.](#)**

 - 2) **[GeoPacific Engineering, Inc. Project No. 20-5429, Regional Geological Setting, Web Soil Survey \(United States Department of Agriculture, Natural Resource Conservation Service \(USDA NRCS 2015 Website\)](#)**
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This area of the Willamette Valley was originally inhabited by the Kalapuyan Indians.

The Kalapuyans harvested a wide range of vegetable resources specific to Sherwood's habitat. These resources included the bulbs of the camas lily, available in remarkable seasonal abundance on the region's low wet prairies. Harvested bulbs were layered between leaves and buried in pit-ovens over fire-heated stones. Brown and sugary when done, they were then dried for storage and perhaps processed into small cakes.

Other important vegetable resources were Wapato, a marsh plant whose tubers were harvested during the fall, stored in pits, and baked in ashes for eating; tarweed seeds, beaten off standing plants on burned-over prairies, tossed with hot coals on bark or woven trays for parching, and finally ground into meal in stone mortars; and hazelnuts, dried in the sun and beaten to remove their husks before being stored in soft-woven baskets.

The first settlers came West by way of the Oregon Trail, a four year old boy by the name of James C. Smock came to this territory, with his mother and adopted family. He bought land, including the family log mill. Originally called Smockville, the citizens changed its name to Sherwood and incorporated it in 1893.

By 1911, Sherwood had a mere population of 350.

Article & Photograph/Illustration Sources:

1) Oregon Encyclopedia a Project of The Oregon Historical Society – Sherwood by June Reynolds June Reynolds

- a. **June Reynolds was born and raised in Oregon and is a local historian for the Sherwood and Washington County area. She was a teacher and librarian for thirty-five years and is on the board of directors for the Sherwood Historical Society.**

2) Henry Zenk, Oregonian by birth, Henry Zenk was introduced to the study of Northwest languages and life-ways by Wayne Suttles, late professor of Anthropology at Portland State University. He subsequently documented Chinuk Wawa from surviving elder speakers of the Grand Ronde Indian Community, Oregon, drawing upon his results for his Ph.D. in Anthropology (University of Oregon, 1984). He has been a linguistic consultant for the Confederated Tribes of Grand Ronde since 1998.



