



After Recording Return to:

LeeLynn, Inc. and Wiley Mt., Inc.  
PO Box 518  
Creswell, OR 97426

**DECLARATIONS  
Of  
EMERALD VALLEY WEST**

The Declarant, LeeLynn, Inc. and Wiley Mt., Inc., owns the real property ("Property") in Lane County, Oregon, described on Exhibit A and identified on Exhibit B, the Emerald Valley West Subdivision Map ("Map"). Exhibits A and B are attached and by reference made a part of these Declarations as though set forth here in full.

The Declarant intends to develop the Property under the provisions of the Oregon Planned Community Act and in accordance with ORS Chapter 94.550 *et seq.* The name of the development is Emerald Valley West.

The Declarant intends to subject the Property to Covenants, Conditions and Restrictions set forth in this document ("Declarations"). All conveyances of the Property or any portion thereof shall be subject to the Declarations.

Based upon the foregoing recital, the Declarant hereby declares that the Property is and shall be held and conveyed subject to the Declarations. The Declarations shall run with the land, shall be binding upon all persons claiming under them, and shall inure to the benefit of and be limitations upon all future owners of the Property or any portion thereof and upon any interest therein.

**ARTICLE 1 - DEFINITIONS**

When used in the Declarations the following terms shall be accorded the meanings indicated:

1.1 Assessments. The amounts which the Board assesses the Owners or the Declarant to pay the Association's expenses.

A. Owner Assessment. The amount assessed against the Owner of a Developed Lot pursuant to Article 6.1.

B. Declarant Assessment. The amount assessed the Declarant pursuant to Article 6.1.

1.2 Association. The Association of lot owners as provided in Article 5 or a corporation organized pursuant to ORS 94.625 to which shall be delegated and assigned the powers of the Association.

1.3 Board. The Board of Directors of the Association.

1.4 Bylaws. The Bylaws of the Association.

1.5 Common Property. (1) the parkway along Emerald Parkway Road shown on the Map; (2) the drainage swale shown on the Map as Area C; (3) pedestrian paths shown on the Map; (4) open spaces shown on the Map as Areas A, B, D and G; and (5) any extensions or additions to the Common Properties which the Declarant may make before the Turnover Date. The Common Property shall include all facilities, improvements and personal property located or constructed on the land designated as Common Property.

1.6 Declarant. LeeLynn, Inc. and Wiley Mt., Inc. or their successors.

1.7 Lot. The lots identified on the Map.

1.8 Developed Lots. Lots identified within a particular phase of the Map which are buildable and which the Declarant has placed on the market for sale.

1.9 Undeveloped Lots. Lots identified on the Map which are not buildable or which the Declarant has not placed on the market for sale.

1.10 Membership. Membership in the Association.

1.11 Mortgage and Mortgagee. A recorded mortgage, trust deed, or contract of sale and the holder, beneficiary, or vendor named in the instrument or their successors in interest.

1.12 Occupant. The person or persons who reside on a Lot.

1.13 Owner. The record owner of any Developed Lot within the Property, excluding the Declarant.

1.14 Parcel. A distinct parcel of real property designated as a parcel on the Plat.

1.15 Plat. The Subdivision Plat filed with the City of Creswell and amendments thereto for the Emerald Valley West Subdivision.

1.16 Property. The property described in Exhibit A and any additional parcels annexed pursuant to Article 10.

1.17 Affected Property. All property and lots within the Emerald Valley PUD are affected by and subject to restrictions imposed by the City of Creswell because of the close proximity of the Creswell Airport to the Property; the restrictions and easements contained in the Avigation and Clear Zone and Hazard Easement dated February 17, 1987, recorded June 5, 1987, Reel 1461, No. 8723965, Lane County, Oregon Official Records; and such restrictions, easements, or covenants contained in any other recorded documents or government regulations. These restrictions include height limitations of 100' on buildings, structures, and vegetation.

1.18 Recreation Vehicles. Recreation vehicles include standard recreation vehicles, boats, trailers, trucks, campers, motorcycles, motor homes, and similar equipment.

1.19 Turnover Meeting. The meeting required by ORS 94.609 to transfer administrative control over the affairs of the Association from Declarant to the Association.

1.20 ORS 94.550 Definitions. Except as otherwise provided in the Declarations, each of the terms used in this document that are defined in ORS 94.550 shall have the meaning set forth in that section.

## ARTICLE 2 - UTILITY EASEMENTS

A blanket easement is established upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television, cable, or communication lines and systems. By virtue of this easement, Declarant, or the providing utility or service company, shall have the right to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in, and under the roofs and exterior walls on the Lots, providing all disturbed areas are restored to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utility service lines or facilities for



utilities may be installed or relocated on the Property, except as programmed and approved by Declarant prior to the conveyance of the first Lot in the Property to an Owner or by the Architectural Committee and Declarant after such conveyance. This easement shall in no way affect any other recorded easements on the Property.

### ARTICLE 3 - COMMON PROPERTY

3.1 Easement of Enjoyment. Each Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Property. The Easement shall be appurtenant to and shall pass with the title to every Parcel.

3.2 Obligations of the Association. The Association shall be responsible for the exclusive management and control of the Common Property and all improvements on the Common Property and shall maintain them in a good, clean, attractive and sanitary condition, order and repair. Specifically, without limitation, the Association shall be responsible for landscaping and maintaining the parkway along Emerald Parkway and the drainage swale and the pedestrian corridors.

3.3 Dedication. The Association shall have the right to dedicate or transfer all or any portion of the Common Property to any public agency, authority or utility or to create utility easements under, over and through the Common Property.

3.4 Damage or Destruction of Common Property. In the event any Common Property is damaged or destroyed by an Owner or an Owner's guest, tenant, licensee, agent or family member, the Owner authorizes the Association to repair the damage. The Association shall repair the damaged area in a good and workmanlike manner as originally constituted or as the area may be modified or altered subsequently by the Association in the discretion of the Association. The reasonable cost necessary for the repairs shall become a special assessment upon the Lot of the Owner who was responsible for the damage.

### ARTICLE 4 - USE RESTRICTIONS

4.1 Residential Use. Each Lot is to be used exclusively for residential purposes.

4.2 Domestic Animals. No animals, livestock or poultry of any kind may be raised, bred or kept on the Property except dogs, cats or caged birds, provided that they are not kept, bred or maintained for any commercial purpose. The Owner of any dog or cat must keep

the dog or cat on a leash or keep it confined in the Lot. No dog or cat may run free on the Property. The Board may establish the maximum number of pets per household. Each Owner is responsible for cleaning up excrement or other unclean or unsanitary conditions caused by that Owner's animal. The Board may revoke an Owner's permission to have a pet if the pet constitutes a private nuisance to any other person.

4.3 Waste and Garbage. No part of the Property may be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No garbage, trash or other waste may be kept or maintained on any part of the Property except in a sanitary container located within a building or within a trash enclosure hidden from public view. All waste and garbage must be promptly and periodically removed.

4.4 Unpleasant Conditions or Nuisances. No noxious, offensive or unsightly conditions are permitted upon any portion of the property; nor may anything be done on the Property which is or may become an annoyance or nuisance.

4.5 RV Parking and Storage. There shall be no recreational vehicle storage or parking on subdivision streets. All recreation vehicles must be stored in garage-type facilities so that they are concealed from view unless the Board has approved other storage arrangements.

4.6 Vehicles in Disrepair. No owner shall permit any vehicle which is in a state of disrepair (as reasonably determined by the Board), or which is under repair, to be abandoned or to remain in any Common Area for a period in excess of forty eight (48) hours. If an Owner fails to remove such a vehicle within five (5) days after notice from Association, the Association may have the vehicle removed from the Property and charge the expenses of the removal and storage to the Owner. Such charges shall be a lien on the Owner's Lot.

4.7 Aviation Safety, Clear Zones, and Hazard Restrictions. The Creswell Airport is in close proximity to the Property. Affected Property as that term is defined in the definitions of these Declarations is subject to building and use restrictions imposed by the City of Creswell and Avigation Clear Zone and Hazard Easement granted to the City of Creswell by an instrument dated February 17, 1982, recorded June 5, 1987, Reel 1461R, No. 8723965, Lane County, Oregon Official Records. Such restrictions placed limitations on the heights of buildings and all other improvements and waives the rights of the present and future owners of the

Affected Property to object to or take legal action arising from the operation of aircraft within the easement zone. The easement zone is reflected upon the Map which is attached to these Declarations as Exhibit B.

#### ARTICLE 5 - THE ASSOCIATION OF LOT OWNERS

5.1 Organization and Existence. The Association shall be formed and deemed to exist upon the recording of this Declaration.

5.2 Membership. The members of the Association shall be the owners of the Lots. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Transfer of ownership of a Lot automatically transfers Membership.

5.3 Board of Directors. The Association shall operate through its Board of Directors, which shall have five members who will initially be appointed by the Declarant.

5.4 Powers and Duties. The duties of the Association shall be to exercise administrative control over the Property and the Emerald Valley West Development in addition to performing the duties set forth in the Declarations. The Association shall have the power necessary to perform its duties, the powers specifically enumerated in the Declarations, and the powers conferred by the Oregon Planned Community Act and any other applicable law.

5.5 Adoption of Bylaws. In accordance with ORS 94.625, the Declarant shall adopt Bylaws for the Association to govern the internal affairs of the Association. A conflict between the Bylaws and the Declarations shall be resolved in favor of the Declarations.

5.6 Voting. Each Lot shall be allocated one vote in the Membership meetings of the Association.

5.7 Annual Meeting. The annual meeting of the Membership shall be held in the month of July at an hour and on a date designated by the Board, or, if the Board fails to designate a date by July 1<sup>st</sup>, the third Monday in July at 7:30 p.m. The annual meetings shall be for the purpose of electing directors and for the transaction of such other business as may properly come before the Membership meeting.

5.8 Special Meetings. Special meetings of the Membership may be called by the Chairman of the Board or by the President or Secretary of the Association or by the Board, which must call a special meeting upon receipt of a written request from at least 30%



of the Owners stating the purpose of the meeting. Business transactions at a special meeting shall be confined to the purposes stated in the notice.

5.9 Notice of Meeting. Notice of all meetings of the Membership stating the time and place and the purpose of the meeting shall be given by the Association's secretary. All notices shall be in writing and mailed or delivered to each Owner at the addresses as they appear on the books of the Association not less than ten (10) days nor more than fifty (50) days before the date of the meeting. Any Owner may waive Notice of meetings before or after the meeting. When a meeting is adjourned for less than thirty (30) days, no notice of the adjourned meeting need be given other than by announcement at the meeting at which the adjournment takes place.

5.10 Proxies. A vote at a Membership meeting may be cast in person or by proxy. A proxy given by an Owner shall be in writing and signed by the Owner and shall be filed with the Secretary. No proxy shall be valid after the meeting for which it was given, unless otherwise expressly stated in the proxy, and every proxy shall automatically cease upon the closing of a sale of the Lot by its Owner.

5.11 Joint Owners. If a Lot is owned by two or more persons, the vote of that Lot may be exercised by any one of the Owners present at the meeting so long as a Co-Owner does not object. If Co-Owners do not agree on a matter submitted to a vote, the vote of that Lot shall not be counted in determining the outcome of the election.

5.12 Quorum of Lot Owners. At any meeting of the Membership, Members holding fifty percent (50%) of the voting rights present in person or by proxy shall constitute a quorum. The subsequent joinder of a Member in the action taken at a meeting by signing and concurring in the minutes of the meeting shall constitute the presence of that person for the purpose of determining a quorum. When a quorum is once present, it cannot be broken by the subsequent withdrawal of one or more Members. If any Membership meeting cannot be convened because of a lack of a quorum, the Members who are present either in person or by proxy may adjourn the meeting from time to time until a quorum is present.

5.13 Voting. The vote of the Members of more than fifty percent (50%) of the voting rights present, in person or by proxy, at a meeting at which a quorum is constituted shall be binding upon all Owners for all purposes except where a higher percentage is

required by law, the Declarations, or the Bylaws. Lot Owners shall be entitled to cast one vote per Owner/Lot.

#### 5.14 Turnover to Association.

(a) Within sixty (60) days after Declarant has sold fifty percent (50%) of the Developed Lots, Declarant shall call a meeting of Owners to select a Transitional Advisory Committee in accordance with ORS 94.604. An Owner may call a meeting if Declarant fails to call the meeting within the sixty (60) day period. The Transitional Advisory Committee shall represent all Owners and include a representative of Declarant.

(b) Upon the expiration of ninety (90) days from the date of the selection of the Transitional Advisory Committee, Declarant may call a Turnover Meeting to transfer administrative control of the affairs of the Association from Declarant to the Association. Declarant shall call a Turnover Meeting within one hundred twenty (120) days after Declarant has sold seventy-five percent (75%) of the Developed Lots.

(b) The Declarant shall give notice of the meetings to each Owner as provided in the Bylaws or by these Declarations.

### **ARTICLE 6 - BUDGET, EXPENSES AND ASSESSMENTS**

6.1 Assessment. The Board shall assess the Owners and the Declarant amounts sufficient to pay the Association's expenses in discharging its responsibilities under these Declarations and Oregon statute. Assessments shall be made at least annually or oftener, in the Board's discretion. The Owner Assessments per Developed Lot which each Owner owns shall be determined by dividing the projected assessment income in the budget for the period which the assessment covers by the total number of Developed Lots. When the Board assesses the Owners, it shall also assess the Declarant the amount necessary to pay the balance of the Association's expenses after revenue from Owner Assessments has been used. The Declarant Assessment shall be divided by the number of Developed Lots which the Declarant owns at the time of the assessment to determine the assessment against each of the Declarant's Developed Lots.

6.2 Budget. The Board shall prepare a budget for the Association for common expenses expected to be incurred, less any previous over-assessments, and assess the Owners and Declarant as specified in Article 6.1.



6.3 Reserves. The Association's budget shall include adequate reserves for unexpected contingencies, deferred maintenance and capital expenditures. All reserves shall be placed in a reserve account separate from the general operating account, and shall only be used for items that are within the reserve portion of the budget.

6.4 Special Assessments. The Board may establish special assessments to be used only for specific capital improvements or acquisitions described in a Resolution of the Board authorizing the capital improvement or acquisition. Special Assessments shall be collectible as assessments for common expenses.

6.5 Lien and Personal Obligation. All assessments, with interest, attorney fees and costs of collection as provided in the Declarations, shall be a continuing lien upon the Lot against which the assessment is made. Any lien may be reduced to writing, and filed as provided in ORS 94.709. The lien shall exist and be foreclosed as provided in ORS 94.709. Each assessment, with interest, attorney fees and costs of collection shall also be the personal obligation of the Owner when the assessment became due.

6.6 Default in Payment of Assessments. Assessments not paid when due will bear interest at the rate of twelve percent (12%) per annum from the due date until paid. In addition, the defaulting Owner shall pay all expenses of collection, including attorney fees at all levels of litigation.

6.7 Statement of Assessments. The Board shall advise each Owner in writing of the amount of each assessment and furnish copies of the budget on which the assessment is based to all Owners and, if requested, to their mortgagees. The Board shall promptly provide any Owner who makes a request in writing with a written statement of unpaid assessments relating to that Owner's Lot.

## ARTICLE 7 - GENERAL COVENANTS

### 7.1 Encroachments.

A. Easement. Pursuant to ORS 94.733, each Owner, Declarant and the Association shall have an easement over all adjoining Lots and Common Property for the purpose of accommodating any present or future encroachment resulting from engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the Property, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroachments, and, except as otherwise provided in subsection

7.1.B, the rights and obligations of Owners shall not be altered in any way by the encroachment.

B. Liability. The easement described under subsection 7.1.A does not relieve an Owner of liability in case of willful misconduct or relieve Declarant or any contractor, subcontractor, or materialman of liability for failure to adhere to the plat and floor plans.

C. Not an Encumbrance. The encroachments described in this Section 7.1 shall not be construed as encumbrances affecting the marketability of title to any Lot.

7.2 Enforcement. The Association or any Owner shall have a right to enforce all restrictions, conditions, covenants, reservations, liens and charges imposed by the Declarations. Failure of the Association or any Owner to enforce any covenant or restriction shall not be deemed a waiver of the right to do so.

7.3 Severability. A judicial determination that any part of the Declarations is unenforceable shall in no way affect the enforceability or validity of any other provision of the Declarations.

#### **ARTICLE 8 - ARCHITECTURAL STANDARDS**

8.1 Purpose. To preserve the unique natural surroundings, style and quality of the Property, to establish and preserve a harmonious and aesthetically pleasing design for the Property, and to protect and promote the value of the Property, the Lots and all improvements located on the Lots shall be subject to the restrictions in Article 8.

8.2 Architectural Control Committee. No improvements of any nature shall be constructed, altered, demolished, removed, added or maintained upon the exterior portion of a Lot or Common Property without prior Board approval. The Board shall appoint an Architectural Control Committee of up to five (5), but not less than two (2), members. The sole duty of the Architectural Control Committee is to make recommendations to the Board, which shall be solely responsible for making the decisions required under Article 8. The Board is authorized to retain the services of architects, urban designers, engineers, inspectors, attorneys and other professionals to assist the Architectural Control Committee or the Board.

### 8.3 Construction of Improvements.

A. Location. All buildings, structures or other improvements (excepting sidewalks and driveways) shall be located only within applicable setback lines, if any, specified by the Board. Variances with respect to the setback lines may be granted in the sole discretion of the Board. To assure that all structures will be located so that the maximum view, privacy and breeze will be available, each structure will be located taking into consideration the topography of the land, the location of trees, vegetation and other aesthetic and environmental considerations, as well as the precise site and location of any other structures and improvements within the Property.

B. Bonds. The Board may require that any contractor or subcontractor for any planned improvements within the Planned Community post payment and/or performance bonds to assure that the contractor or subcontractor shall satisfactorily complete the improvements. The bonds shall be in the name of the Association and in a form and amount satisfactory to the Board. The Board may also require that an Owner place in escrow a sum of no more than Ten Thousand Dollars (\$10,000.00) in order to assure the completion of all improvements, including landscaping.

8.4 Landscaping Approval. To preserve the natural appearance of the Property, no landscaping, grading, excavation or filling of any nature shall be implemented and installed without prior written Board approval.

8.5 Effect of Approvals and Standards. Board approval of plans and specifications or adoption of architectural standards is limited to aesthetic considerations and does not address engineering, structural, or other safety considerations.

8.5 Signs. Except as otherwise provided in the Declarations, no signs or advertising posters of any kind shall be permitted on any Lot or maintained upon any part of the Property, except identification signs installed by the Association. After the initial sale, all identification signs, unless provided by the Association, must be approved by the Board before installation.

8.6 Antennae. No television or radio antenna, cell tower or other similar device shall be attached to or installed on any portion of the Property, nor shall radio or television signals, nor any other form of electromagnetic radiation be permitted to originate from any Lot without prior written Board approval. The Association, however, is not prohibited from installing master



antennas or satellite dish, security, cable, television, mobile radio or other similar systems within the Property.

8.7 Construction Activities. Notwithstanding any provisions or restrictions to the contrary, may maintain the facilities and continue the activities necessary to construct improvements on the Common Property.

## ARTICLE 9 - PLAN OF DEVELOPMENT

9.1 Easements for Declarant. Declarant and the Declarant's agents, successors and assigns shall have an easement over and upon the Property for all reasonable purposes related to the construction of facilities or buildings, making repairs to existing structures and carrying out sales and rental activities necessary or convenient for the sale or rental of Lots, including, without limitation, the right to use the Lots owned by Declarant as model Lots and the right to use a Lot for the location of a sales office.

9.2 Plan. Declarant reserves the right to add additional parcels to the Property without the consent of any party, and to annex additional parcels by filing supplements to this Declaration pursuant to ORS 94.590.

### 9.3 Additional Property.

(a) There is no limitation on the number of phases which Declarant may create and annex to the Planned Community, nor is there any limitation on the right of the Declarant to annex Common Property.

(b) If additional lots are created or annexed to the Planned Community, the method of allocation of votes shall remain the same as specified in Article 5.5.

(c) The method of allocating common expenses, if additional lots are created or annexed to the Planned Community, shall remain the same as specified in Article 6.1. If lots are created or annexed during the fiscal year, common assessments shall be calculated in accordance with Article 6.1 as if all lots had been created or annexed as of the last day of the fiscal year, and if any property owner has overpaid after the reallocation, a refund shall be made within thirty (30) days. If an owner has underpaid, the shortfall shall be paid within ten (10) days.

9.4 Expiration Date. No additional Phase may be added more than ten (10) years after the filing of the Declarations. Upon a vote of seventy-five percent (75%) of the Owners this date may be extended for up to five (5) years by amendment to the Declarations.

9.5 Declarant's Special Rights. Until all the Lots on all Parcels which may be annexed pursuant to this Article have been developed, completed and sold, with respect to each Parcel or Lot on the Property, Declarant shall have the following special rights:

A. Sales Office and Model. 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 Owners and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.

B. Signs. Declarant may maintain a reasonable number of For Sale signs at reasonable locations.

C. Architectural Control. Declarant may veto any decision of the Association regarding architectural changes, alterations, or improvements to the Property.

D. Common Expenses. Declarant may veto any decision of the Association which would increase the proportionate share of common expense payable by Declarant.

#### ARTICLE 10 - AMENDMENT

10.1 Approval Required. Except as may be otherwise provided in the Declarations or by the Oregon Planned Community Act, the Declarations may be amended if the amendment is approved by Owners holding seventy-five percent (75%) of the voting rights of the Membership of the Association. Declarant's prior written consent shall be required so long as the Declarant owns twenty five percent (25%) or more of the Lots in the property, but no such consent shall be required after ten (10) years from the date the Declarations are recorded. Except as provided otherwise in the Declarations, no amendment may change the size, location, method of determining liability for common expenses or right to common profit, or voting rights of any Lot unless the amendment has been approved by the Owners.

10.2 Execution and Recordation. An amendment shall not be effective until certified by the Chairman and Secretary of the Association and recorded as required by law.

Date: ~~May~~ <sup>June</sup> 10, 2002.

WILEY MT., INC.

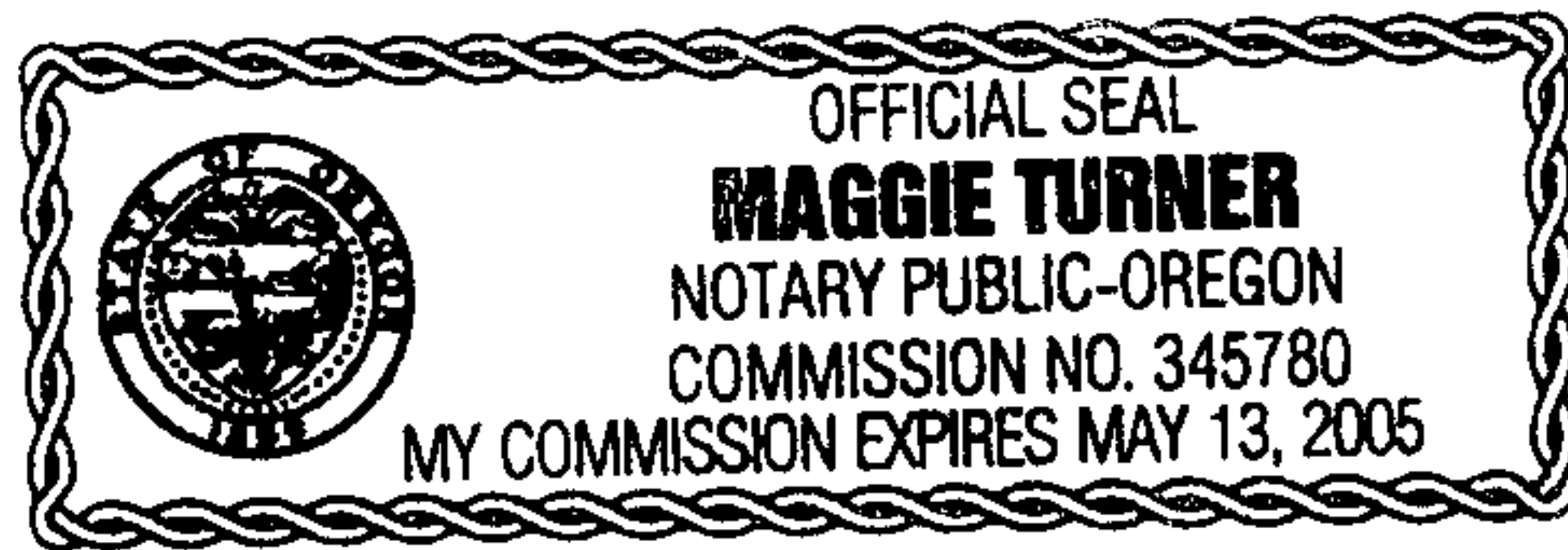
LEELYNN, INC.

By: *Norman N. McDougal*  
Norman N. McDougal, President

By: *Melvin L. McDougal*  
Melvin L. McDougal, President

STATE OF OREGON )  
 ) ss.  
County of Lane )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 2002, by Norman N. McDougal, in his capacity as President of Wiley Mt., Inc.



*Maggie Turner*  
Notary Public for Oregon  
My Commission Expires: 5/13/05

STATE OF OREGON )  
 ) ss.  
County of Lane )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 2002, by Melvin L. McDougal, in his capacity as President of LeeLynn, Inc.



*Maggie Turner*  
Notary Public for Oregon  
My Commission Expires: 5/13/05



**DESCRIPTION OF EMERALD VALLEY WEST P.U.D.**

BEGINNING AT A POINT, FROM WHICH THE NW CORNER OF THE J.M. PETTY DONATION LAND CLAIM NO. 48 IN TOWNSHIP 19 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, BEARS  $S0^{\circ}18'44''E$  1268.20 FEET AND  $S85^{\circ}55'27''W$  543.42 FEET, THENCE  $S82^{\circ}48'01''W$  211.35 FEET; THENCE  $N9^{\circ}45'34''W$  348.83 FEET; THENCE  $S89^{\circ}23'20''W$  400.93 FEET TO THE EASTERLY RIGHT-OF-WAY OF EMERALD PARKWAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY  $N30^{\circ}01'07''E$  979.30 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY ALONG THE ARC OF A 858.00 FOOT RADIUS CURVE TO THE RIGHT 713.95 FEET (THE CHORD OF WHICH BEARS  $N53^{\circ}51'24''E$  693.53 FEET); THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY  $S0^{\circ}00'54''E$  409.27 FEET; THENCE ALONG THE ARC OF A 415.00 FEET RADIUS CURVE TO THE RIGHT 276.98 FEET (THE CHORD OF WHICH BEARS  $S19^{\circ}06'18''W$  271.86 FEET); THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE LEFT 66.35 FEET (THE CHORD OF WHICH BEARS  $S19^{\circ}13'06''W$  65.14 FEET); THENCE  $S0^{\circ}12'37''W$  452.66 FEET; THENCE  $N89^{\circ}45'55''W$  75.41 FEET; THENCE  $S36^{\circ}41'46''W$  323.43 FEET; THENCE  $S0^{\circ}10'40''E$  130.65 FEET TO THE POINT OF BEGINNING.

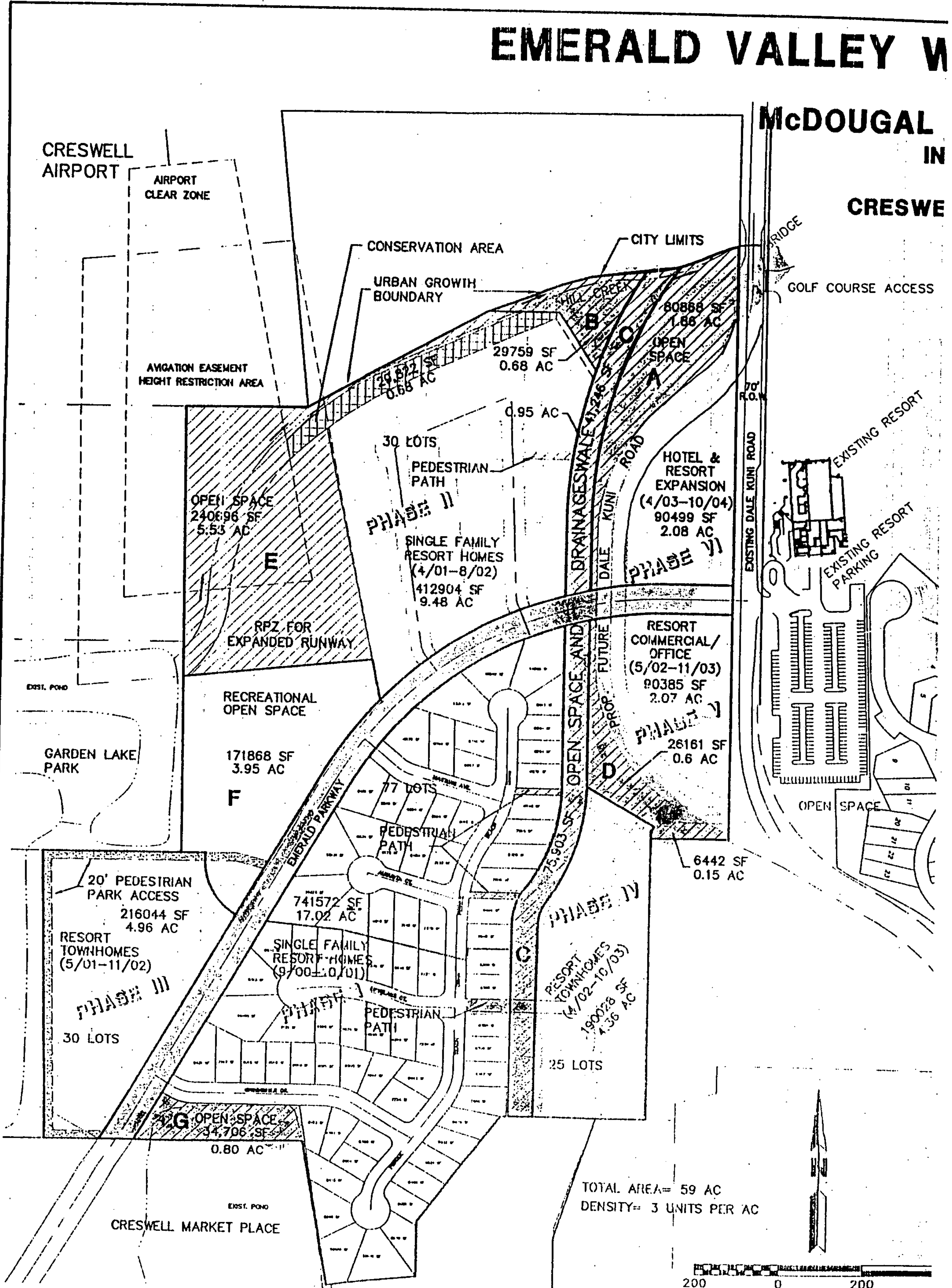
**DESCRIPTION OF EMERALD VALLEY WEST P.U.D.  
FIRST ADDITION**

BEGINNING AT A 5/8" ON THE NORTHERLY RIGHT-OF-WAY OF EMERALD PARKWAY, FROM WHICH THE SOUTHEAST CORNER OF THE P.C. NOLAN DONATION LAND CLAIM NO. 40, IN TOWNSHIP 19 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, BEARS N11°46'53"W 719.19 FEET AND N61°12'09"E 483.59 FEET AND N89°55'49"E 594.00 FEET AND S0°00'49"W 937.20 FEET, THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY N11°46'53"W 719.19 FEET; THENCE N61°12'09"E 483.59 FEET; THENCE N89°55'49"E 361.56 FEET; THENCE ALONG THE ARC OF A 1021.00 FOOT RADIUS CURVE TO THE LEFT 548.07 FEET (THE CHORD OF WHICH BEARS S15°21'48"W 541.51 FEET); THENCE S0°00'53"E 145.22 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY OF EMERALD PARKWAY; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY ALONG THE ARC OF A 942.00 FOOT RADIUS CURVE TO THE LEFT 572.71 FEET (THE CHORD OF WHICH BEARS S61°23'19"W 563.93 FEET) TO THE POINT OF BEGINNING.

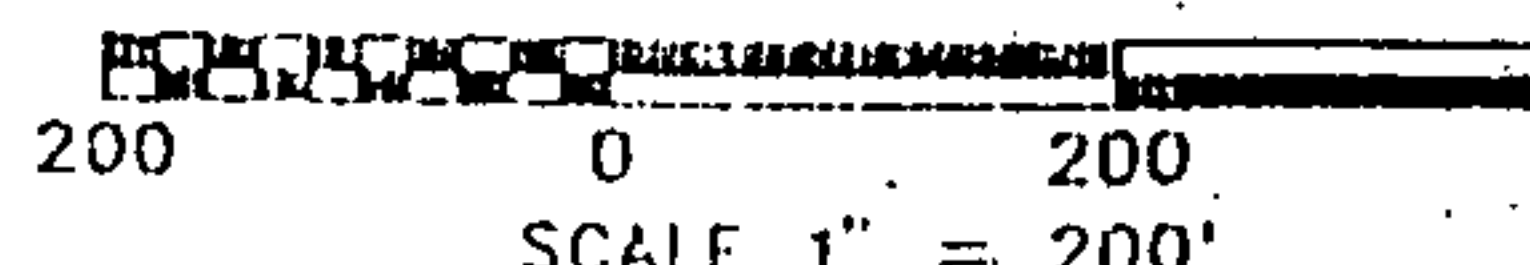
EXHIBIT B

# EMERALD VALLEY W

## McDOUGAL IN CRESWELL



TOTAL AREA= 59 AC  
DENSITY= 3 UNITS PER AC



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