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FILED, S/N: 705-707

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CONDOMINIUM DECLARATION
FOR
HIGHLANDS CONDOMINIUM
(STAGED)

THIS DECLARATION, made this 17 day of August, 1990, by Howard L. McCulloch as Trustee for Katherine McCulloch Bird Trust of April 24, 1970 (herein "Declarant"), pursuant to the provisions of the Oregon Condominium Act;

RECORDED 95.00

W I T N E S S:

WHEREAS, the Declarant is the owner of certain property in Lane County, Oregon, to be known as Highlands Condominium,

NOW, THEREFORE, the Declarant hereby declares that all of the properties described below in Article II shall be submitted in fee simple to the provisions of the Oregon Condominium Act. This Declaration shall be binding on all parties having any right, title, or interest in the described properties. The above-described property shall thereby be organized according to the condominium form of ownership and pursuant to ORS Chapter 100, the Oregon Condominium Act.

NOW, THEREFORE, the Declarant does hereby declare and provide as follows:

**ARTICLE I
Definitions**

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

- 1.1 "Access Road" shall refer to that roadway providing access to the property from the public right-of-way as described in Exhibit A hereof.
- 1.2 The "Association" refers to the Association of Unit Owners of Highlands Condominium.
- 1.3 "Bylaws" refers to the Bylaws of the Association adopted pursuant to Section 11.4 as they may be amended from time to time.
- 1.4 The "Condominium" refers to the land, buildings, improvements submitted by this Declaration and all easements, rights, and appurtenances belonging thereto.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

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1.5 The "Declarant" refers to the Katherine M. Bird Trust and its successors and assigns.

1.6 "Mortgage" and "Mortgagee" refer, respectively, to a recorded mortgage, trust deed, or contract of sale and the holder, beneficiary, or vendor of such instrument.

1.7 "Plans" refer to the plat and floor plans of Highlands Condominium filed simultaneously with this Declaration.

1.8 "Recreation Facilities" refer to the recreation building and adjoining outdoor swimming pool no part of which is submitted with this Declaration, but which may become subject hereto pursuant to the provisions of Article XV.

1.9 Incorporation By Reference. Except as otherwise provided in this Declaration, each of the terms used herein that are defined in ORS 100.005, the Oregon Condominium Act, shall have the meanings set forth in such section.

ARTICLE II
Description of the Property

The property submitted to the Oregon Condominium Act by this Declaration is located in Lane County, Oregon, and is more particularly described in the attached Exhibit "A."

ARTICLE III
Name of the Condominium

The name by which the Condominium shall be known is "Highlands Condominium."

ARTICLE IV
Units

4.1 General Description of Buildings. Stage I of the Condominium consists of five (5) buildings. Two of the buildings contain the sixteen (16) residential units, one building contains five (5) garage units and the remaining buildings contain laundry and garbage collection facilities. All buildings were constructed of wood frame construction with poured foundations, fir siding and composition roofs. The location of the buildings on Stage I are as shown in the plans, which are made a part of this Declaration as if fully set forth herein.

4.2 General Description, Location, and Designation of Units. The dimensions, designation, and location of each residential unit and garage unit are shown in the plans. Residential units consist of an equal number of Townhouse units (two levels) and Flat units (one level). Garage units are approximately identical to each other. The approximate area of each unit is shown on the attached Exhibit "B."

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4.3 Unit Boundaries. Each unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, and ceilings. The unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and other materials constituting any part of its finished surfaces and the interior surfaces so described. All other portions of the exterior walls, floors, or ceilings and interior load bearing partitions shall be a part of the common elements. In addition, each unit shall include the following: (a) all spaces, non-bearing interior partitions, windows, window frames, exterior and interior doors, door frames, and all other fixtures and improvements within the boundaries of the unit; (b) all outlets of utility service lines, including, but not limited to, power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and waste disposal, within the boundaries of the unit, but shall not include any part of such lines or ducts themselves; and (c) all fireplaces and chimneys to the point that such chimney protrudes into the common areas.

In interpreting deeds, mortgages, deeds of trust, and other instruments for any purpose whatsoever, or in connection with any matter, the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans hereof, shall be conclusively presumed to be the boundaries regardless of settling, rising, or lateral movement of the building and regardless of variances between boundaries as shown on the plans and those of the actual building or buildings.

ARTICLE V
General Common Elements

The general common elements consist of the following:

5.1 The land, pathways, driveways, fences, grounds, and parking areas, except parking spaces and garage units which are described in Articles VI and IX, respectively.

5.2 Pipes, ducts, flues, chutes, conduits, wires, and other utility installations to their outlets.

5.3 Roofs, foundations, bearing walls, perimeter walls, beams, columns, and girders to the interior surfaces thereof.

5.4 Laundry and garbage collection buildings.

5.5 Street light poles, flower boxes and mail boxes in the laundry and garbage collection buildings.

5.6 Access Road described in Article 13.9 herein.

5.7 All other elements of the buildings and the property necessary or convenient to their existence, maintenance, and

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safety, or normally in common use except as may be expressly designated herein as part of a unit or a limited common element.

ARTICLE VI
Limited Common Elements

The following shall constitute limited common elements, the use of which shall be restricted to the units to which it pertains:

6.1 All porch areas immediately adjacent to the entry door of each unit as lying under the roof overhang, each of which shall pertain to the unit which it adjoins as shown on the plans.

6.2 Parking spaces, each of which shall pertain to the unit which it benefits as shown on the plans filed simultaneously herewith.

6.3 Private decks, except for the outside exterior surfaces thereof, which are accessible from the unit to which it adjoins only, each of which shall pertain to the unit which it adjoins as shown on the plans filed simultaneously herewith.

ARTICLE VII
Allocation of Undivided Interest
In Common Elements

Each unit will be entitled to an undivided ownership interest in the common elements determined by and equal to the ratios calculated for residential and garage units.

7.1 Residential Units. The ratio of the approximate area of the particular residential unit to the difference of the total approximate area of all units combined less one-half the approximate area of the garage units.

7.2 Garage Units. The ratio of one-half the approximate area of the particular garage unit to the difference of the total approximate area of all units combined less one-half the approximate area of the garage units. The undivided interest allocation for each unit is shown on the attached Exhibit B. Such allocation will change if stages are added as described in Article XV of this Declaration.

ARTICLE VIII
Common Profits and Expenses; Voting

8.1 Allocation of Common Profits and Expenses. The common profits derived from and the common expenses of the common elements shall be distributed and charged to the owner of each unit according to the allocation of undivided interest of such unit in common elements.

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8.2 Allocation of Voting Rights. Each residential unit shall be allocated one vote in the affairs of the Association. Garage units shall not be allocated any voting rights. The method of voting shall be as specified in the Bylaws.

ARTICLE IX
Use of Property

9.1 Residential Use. Each residential unit is to be used for residential purposes as described in the Bylaws. Additional limitations on use are contained in the Bylaws by which all owners are bound.

9.2 Garage Units. Each garage unit is to be used for the parking or storage of a vehicle owned by the owner of the garage unit. Under no circumstances shall any use of a garage unit be permitted that would increase the amount of or cause the cancellation of insurance coverage of the common elements. Only a Condominium residential unit owner may own a garage unit. Garage units are to be held in fee simple and shall be for the exclusive use of the garage unit owner. None of the garage units shall be classified as either general or limited common elements.

9.3 General Parking. Each residential unit is assigned one parking space as a limited common element. Additional parking spaces shall be used by the owners and their guests pursuant to rules promulgated by the Association.

9.4 Planned Unit Development Agreement. The Condominium is subject to the Planned Unit Development Agreement designated as PD 71-21, which was entered into in 1972 by the City of Eugene, pursuant to Resolution No. 1862, and the original developer and owner prior to conversion of the Condominium. Said agreement states at paragraph 3,

"This Agreement shall be binding upon the successors and assigns of each of the parties, and is a condition and covenant running with the land and binding upon the above-described areas of real property."

ARTICLE X
Service of Process

The designated agent to receive service of process in cases provided in ORS 100.550(1) is named in the Condominium Information Report which has been filed with the Secretary of State in accordance with ORS 100.250(1)(a).

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ARTICLE XI
The Association of Unit Owners

11.1 Organization. Upon the recording of this Declaration, an association of unit owners shall be organized to serve as a means through which the unit owners may take action with regard to the administration, management, and operation of the Condominium. The name of this Association shall be the "Association of Unit Owners of Highlands Condominium," and the Association may be organized as a nonprofit corporation or as an unincorporated association pursuant to ORS 100.405.

11.2 Membership; Board of Directors. Each unit owner shall be a member of the Association. The affairs of the Association shall be governed by a Board of Directors as provided in the Bylaws.

11.3 Powers and Duties. The Association shall have such powers and duties as may be granted to it by the Oregon Condominium Act; including each of the powers set forth in ORS 100.405(4); together with such additional powers and duties afforded by this Declaration or the Bylaws.

11.4 Adoption of the Bylaws; Appointment of Interim Board and Designation of Manager. Upon the execution and filing of this Declaration, the Declarant shall adopt Bylaws for the Association. At the same time, the Declarant will appoint an interim Board of Directors of the Association, which directors shall serve until their successors have been elected at the turnover meeting as provided in the Bylaws. Such interim Board of Directors may appoint a manager or managing agent for the Condominium on behalf of the Association, and such manager or managing agent shall have complete authority to assume full control and responsibility for the management, operation, and maintenance of the Condominium from the date of its formation at the expense of the Association.

Any management, service, or employment agreement entered into prior to the turnover meeting which is made directly by or on behalf of the Association, the Board of Directors, or the unit owners shall be for a term not in excess of three (3) years, and may be terminated without penalty by the Association or the Board of Director upon not less than thirty (30) days written notice given not more than sixty (60) days after the turnover meeting required by ORS 100.210.

ARTICLE XII
Rights of Mortgages

12.1 Approval Required. In addition to any other approvals required by the Oregon Condominium Act, this Declaration, or the Bylaws, the prior written approval of seventy-five percent (75%)

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of the holders of first mortgages of units in the Condominium (based upon one vote for each mortgage owned) must be obtained for the following:

12.1.1 The abandonment, termination, or removal of the property from the provisions of the Oregon Condominium Act, except when provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

12.1.2 The partition or subdivision of any unit or of the common elements;

12.1.3 Any material amendment to this Declaration or the Bylaws. A change to the following would be considered as material:

- a. Voting rights;
- b. Assessments, assessment liens, or the priority of assessment liens;
- c. Reserves for maintenance, repair, and replacement of common elements;
- d. Responsibility for maintenance and repairs;
- e. Reallocation of interests in the general or limited common elements or rights to their use;
- f. Redefinition of any unit boundaries;
- g. Convertibility of units into common elements or vice versa;
- h. Expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
- i. Insurance or fidelity bond;
- j. Leasing of units;
- k. Imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- l. A decision by the Association to establish self-management when professional management had been required previously by the project's documents or by an eligible mortgage holder;
- m. Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration or the Bylaws;
- n. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or
- o. Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

12.1.4 Abandonment, encumbrance, sale, or transfer of the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause; or

12.1.5 Use of hazard insurance proceeds for losses to any Condominium property, whether to units or to common elements, for other than the repair, replacement, or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the units and/or common elements of the Condominium.

12.2 In addition to the approvals required in Section 12.1, each mortgagee (or beneficiary of a trust deed or vendor and including guarantors) shall have the following rights:

12.2.1 Right to Examine Books and Records. All mortgagees shall have the right to examine the books and records of the Association or the Condominium property upon reasonable notice and at reasonable times.

12.2.2 Right to Annual Reports. All mortgagees shall, upon request, be entitled to receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.

12.2.3 Right to Receive Written Notice of Meeting. The Association shall give all mortgagees, upon request, written notice of all meetings of the Association, and such mortgagee shall be permitted to designate a representative to attend all meetings.

12.2.4 Notice in Event of Loss or a Taking. Association shall give all mortgagees written notice of an, to, or taking of, the common elements of the Condominium project or a unit in the Condominium project if such loss or taking exceed \$10,000 with respect to the common elements, or \$1,000 with respect to any unit.

**ARTICLE XIII
General Covenants**

13.1 Easements for the Declarant. The Declarant and the Declarant's agents, successors, and assigns shall have an easement over and upon the common elements for the purpose of completing an additional stage or existing structure or making repairs to existing structures and carrying out sales and rental activities necessary or convenient for the sale or rental of units, including, without limitation, the right to use the units owned by the Declarant as model units and the right to use a unit as a sales office.

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13.2 Right of Entry. A unit owner shall grant the right of entry to the Board of Directors of the Association, managing agent, manager, or any other person authorized by the Board of Directors, in the case of any emergency originating in or threatening his unit or other Condominium property, whether or not the owner is present at the time. A unit owner shall also permit such persons to enter his unit for the purpose of performing installations, alterations, or repairs to any common element and for the purpose of inspection to verify that the unit owner is complying with the restrictions and requirements described in this Declaration and the Bylaws, provided that requests for entry are made in advance and such entry is at a time convenient to the owner.

13.3 Encroachments.

13.3.1 Pursuant to ORS 100.520, each unit and all common elements shall have an easement over all adjoining units and common elements for the purpose of accommodating any present or future encroachment as a result of 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 encroaching units and common elements so long as the encroachments shall exist, and except as otherwise provided in subsection 2 of this section, the rights and obligations of owners shall not be altered in any way by the encroachment.

13.3.2 The easement described under subsection 1 of this section does not relieve a unit owner of liability in case of willful misconduct of a unit owner or relieve a declarant or any contractor, subcontractor, or materialman of liability for failure to adhere to the plat and floor plans.

13.3.3 The encroachments described in subsection 1 of this section shall not be construed to be encumbrances affecting the marketability of title to any unit.

13.4 Responsibility for Maintenance. The necessary work to maintain, repair, or replace the common elements, including that portion of the Access Road described at Article 13.9 herein shall be the responsibility of the Board of Directors of the Association and shall be carried out as provided in the Bylaws.

13.5 Covenant of Contribution. No owner of a unit may exempt himself from liability for his contribution toward the common expenses by a waiver of the use of, or enjoyment of any of the common elements, or by abandonment of his unit.

13.6 Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or by any owner to enforce any

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covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

13.7 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

13.8 Authority to Grant Easements, Rights-Of-Way, Licenses, and Other Similar Interests. Pursuant to ORS 100.405(5), the Association shall have the authority to execute, acknowledge, deliver, and record on behalf of the unit owners, leases, easements, rights-of-way, licenses, and other similar interests affecting the general common elements and consent to vacation of roadways within and adjacent to the Condominium. The granting of a lease in excess of two (2) years or any such other interest or consent shall first be approved by at least seventy-five percent (75%) of the unit owners as required by ORS 100.405. Unless this Declaration otherwise provides, a lease of general common elements for a term of two (2) years or less shall not be considered the granting of an interest for which approval is required under this section. The instrument granting any such interest or consent shall be executed by the chairman and secretary of the Association and acknowledged in the manner provided for acknowledgement of such instruments by such officers, and shall state that such grant or consent was approved by at least seventy-five percent (75%) of the unit owners.

13.9 Access Easement. An easement for ingress and egress over the access road originating at Willamette Drive and terminating at the Condominium, as described in Exhibit A attached hereto, is hereby granted by the Declarant to the Association. This easement allows ingress and egress to the Condominium over a portion of Declarant's real property as described in Exhibit C attached hereto. This easement touches concerns, relates to and is for the benefit of the described properties, and is intended by the Declarant to be a covenant and restriction running with the land. This easement is appurtenant to all of the real property comprising the Condominium and shall remain appurtenant to all portions of such property following the addition of future stages to the Condominium.

The Association shall maintain that portion of the Access Road lying within the boundaries of the property and shall also grant to the properties described in Exhibit C hereto access over and across said road for ingress and egress.

13.10 Utilities Easement. An easement for access to any and all utilities that run over or through Declarant's real property described in Exhibit C is hereby granted by the Declarant to the Association for the purpose of maintaining such utilities.

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ARTICLE XIV
Declarant Control

The Declarant shall assume full administrative control through an appointed interim Board of Directors, which shall serve until the turnover meeting, which shall be held within seven (7) years from the date the first unit is conveyed to a person other than the Declarant or within ninety (90) days from the time the Declarant has sold and conveyed seventy-five percent (75%) of the units in the last stage of the Condominium, whichever is earlier.

The Recreation Facilities are owned by the Declarant. The Declarant, its successors and assigns, may annex in whole or in part, Recreation Facilities (including any future addition to the Recreation Facilities developed by the Declarant, its successors and assigns) to the Condominium as additional common elements as part of the last stage annexed to the Condominium. However, the Declarant, its successors and assigns, shall not be obligated to annex the Recreation Facilities or any part thereof, to the Condominium, nor may the Declarant, its successors and assigns be obligated or compelled to annex the Recreation Facilities or any part thereof, to the condominium at any time.

The Association may lease the Recreation Facilities from the Declarant for the benefit of the unit owners on a nonexclusive basis.

ARTICLE XV
Plan of Development

The Condominium may be developed in up to twenty (20) stages. By filing this Declaration, the Declarant hereby submits Stage I to the condominium form of ownership. The Declarant reserves the right to add nineteen (19) additional stages to the Condominium and to annex such additional stages by filing supplements to this Declaration pursuant to ORS 100.120. Any such additional stage shall be of comparable style, quality, size, and range of unit value to Stage I. All improvements intended for further stages shall be substantially completed prior to annexation.

Declarant owns both developed and undeveloped property adjacent to the Condominium which may be submitted as an additional stage or stages to the Condominium. The undeveloped property may be developed at the discretion of Declarant. In no wise shall Declarant, its successors or assigns, be compelled to submit said developed or undeveloped property to the Condominium. In the event that additional property is submitted it shall be annexed by the filing of a supplement or supplements to this Declaration. The Declarant, its successors and assigns may retain easements across condominium property as may be necessary for the access to any lands described herein which are not annexed to the condominium.

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15.1 Maximum Number of Units and Stages. If fully developed, the Condominium shall contain not more than two hundred fifty (250) units, and not more than twenty (20) stages.

15.2 Expiration Date. No additional stage may be added more than seven (7) years after the filing of this Declaration. Upon a vote of seventy-five percent (75%) of the unit owners this date may be extended for up to two (2) years by amendment to the Declaration pursuant to the provisions of ORS 100.120(3).

15.3 Additional Common Elements. The Declarant anticipates annexing the Recreation Facilities and any future recreation facilities to the property as additional common elements with the final stage of development. Declarant may annex the Recreation Facilities prior to the final stage, but in any event, Declarant will not annex the Recreational Facilities prior to the sale of at least eighty-eight (88) residential units. Although the Declarant anticipates annexing the Recreation Facilities to the property, the Declarant shall in no wise be obligated or compelled to annex the Recreation Facilities or any additional recreation facilities in whole or in part to the property. If the Declarant does elect to annex the Recreational Facilities and any additional recreation facilities that may be developed in the future, such annexation may substantially increase the proportionate amount of the common expenses payable by unit owners. See Article XIV.

15.4 Allocation of Interests in Common Elements. The allocation of undivided interests in the common elements of units in Stage I will change if an additional stage is annexed to the Condominium. Such allocation shall be determined by the ratio of the approximate area of each unit compared to the total approximate area of all units then existing in the Condominium. The minimum allocation of undivided interest in the Condominium of each unit in Stage I upon completion of development, if the Declarant elects to proceed with all twenty (20) stages of development, is set forth in Exhibit "B."

15.5 Legal Description of Additional Stages. A legal description of the property upon which the additional stages would be located is included in the attached Exhibit "C."

ARTICLE XVI
Amendment

16.1 Approval Required. Except as may be otherwise provided in this Declaration or by the Oregon Condominium Act, this Declaration may be amended if such amendment is approved by unit owners holding seventy-five percent (75%) of the voting rights of the Condominium. The Declarant's prior written consent shall also be required until annexation of the last stage of the Condominium, and so long as the Declarant owns twenty-five percent (25%) or more of the units in the last stage of the Condominium, but no such consent shall be required after five (5) years from the date this Declaration is recorded. Except as provided in Article XV, no

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amendment may change the size, location, allocation of undivided interest in the common elements, method of determining liability for common expenses or right to common profit, or voting rights of any unit unless such amendment has been approved by the owners and mortgages of the affected unit.

16.2 Execution and Recordation. An amendment shall not be effective until certified by the chairman and secretary of the Association, approved by the Lane County Tax Assessor and the Real Estate Commissioner, if required by the Oregon Condominium Act, and recorded as required by law.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 17 day of August, 1990.

HOWARD L. McCULLOCH AS TRUSTEE FOR
KATHERINE McCULLOCH BIRD TRUST OF APRIL 24, 1970

By: Howard McCulloch
Howard McCulloch, Trustee

STATE OF Oregon)
County of Washington) ss.

The foregoing instrument was acknowledged before me on this 27 day of August, 1990, by Howard L. McCulloch as Trustee for Katherine McCulloch Bird Trust of April 24, 1970.

Shirley J. Williams
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/1/91



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The foregoing Declaration is approved pursuant to ORS 100.110 this 11th day of November, 1990.

LANE COUNTY TAX ASSESSOR

By: [Signature]

The foregoing declaration is approved pursuant to ORS 100.110 this 17th day of September, 1990.

MORELLA LARSON
Real Estate Commissioner



By: Stan F. Mayhew

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EXHIBIT A

Stage I Legal Description
and Access Easement

Beginning at a point on the South line of the William Luckey D.L.C. No. 52 in Township 18 South, Range 3 West of the Willamette Meridian, said point being South 89° 43' 55" West 770.00 feet from the Initial Point of Rockridge Condominiums Stage 1 as platted and recorded on File 73, Slides 518 and 519 of the Lane County Plat Records in Lane County, Oregon; thence leaving said South line SOUTH 64.20 feet to a 5/8" iron rod; thence South 57° 43' 28" West 224.72 feet to a 5/8" rod; thence WEST 140.00 feet to a 5/8" rod; thence South 61° 41' 57" West 295.30 feet to a 5/8" rod; thence WEST 98.21 feet to a 5/8" rod; thence NORTH 135.70 feet to a 5/8" rod; thence North 62° 22' 36" East 402.96 feet to a point on the South line of said William Luckey D.L.C. No. 52; thence along the South line of said William Luckey D.L.C. No. 52 North 89° 42' 48" East 331.18 feet to the point of beginning, all in Lane County, Oregon.

Containing 2.60 acres more or less.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS THE
FOLLOWING DESCRIBED TRACT:

Beginning at a point on the Westerly margin of Willamette Street, said point being North 89° 45' 30" East 179.98 feet from the Initial Point of Rockridge Condominiums Stage I as platted and recorded in File 73, Slides 518 and 519 of the Lane County Plat Records in Lane County, Oregon, said point also being 40 feet from, when measured at right angles to the centerline of said Willamette Street; thence parallel to and 40 feet Westerly of the centerline of Willamette Street South 16° 15' 43" West 328.78 feet to the True Point of Beginning; thence leaving said Westerly margin and running WEST 43.06 feet; thence along the arc of a 362.00 foot radius curve left (the chord of which bears North 33° 38' 58" West 208.85 feet) a distance of 211.86 feet; thence along the arc of a 452.00 foot radius curve left (the chord of which bears North 70° 07' 50" West 304.96 feet) a distance of 311.07 feet; thence North 89° 50' 46" West 252.72 feet; thence along the arc of a 437.00 foot radius curve left (the chord of which bears South 79° 27' 20" West 162.25 feet) a distance of 163.19 feet; thence SOUTH 1.42 feet; thence South 57° 43' 28" West 114.36 feet; thence South 36° 29' 10" East 41.88 feet; thence along the arc of a 387.00 foot radius curve right (the chord of which bears North 71° 50' 02" East 243.29 feet) a distance of 247.48 feet; thence South 89° 50' 46" East 252.72

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feet; thence along the arc of a 402.00 foot radius curve right (the chord of which bears South 70° 07' 50" East 271.23 feet) a distance of 276.66 feet; thence along the arc of a 312.00 foot radius curve right (the chord of which bears South 30° 53' 37" East 208.52 feet) a distance of 212.61 feet; thence South 54° 48' 55" East 71.91 feet to a point on the Westerly margin of Willamette Street, said point being 40 feet from, when measured at right angles to, the centerline of Willamette Street; thence parallel to and 40 feet Westerly of the centerline of Willamette Street North 16° 15' 43" East 88.60 feet to the True Point of Beginning, all in Lane County, Oregon.

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EXHIBIT B

Unit Number	Type of Unit	Square Footage	Stage I	Final Stage
			Allocation of Undivided Ownership Interest	Minimum Allocation of Undivided Ownership Interest
301	Flat	943	5.90	0.359
302	Flat	943	5.90	0.359
303	Townhouse	983	6.15	0.374
304	Townhouse	983	6.15	0.374
305	Townhouse	983	6.15	0.374
306	Townhouse	983	6.15	0.374
307	Flat	943	5.90	0.359
308	Flat	943	5.90	0.359
309	Flat	943	5.90	0.359
310	Flat	943	5.90	0.359
311	Townhouse	983	6.15	0.374
312	Townhouse	983	6.15	0.374
313	Townhouse	983	6.15	0.374
314	Townhouse	983	6.15	0.374
315	Flat	943	5.90	0.359
316	Flat	943	5.90	0.359
G-1	Garage	230	0.72	0.044
G-2	Garage	230	0.72	0.044
G-3	Garage	230	0.72	0.044
G-4	Garage	230	0.72	0.044
G-5	Garage	230	0.72	0.044

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EXHIBIT C

Legal Description for Additional Stages

PARCEL I:

Beginning at the point marking the intersection of the centerline of Willamette Street and the Southerly line of the Donation Land Claim of the William Luckey Donation Land Claim No. 52, Township 18 South, Range 3 West of the Willamette Meridian, said point being North 0° 04' 52" West, 2,149.22 feet and North 89° 53' 19" East, 3,451.04 feet from the Southwest corner of Section 18, Township 18 South, Range 3 West of the Willamette Meridian; run thence South 16° 24' 51" West, 450.00 feet along said centerline; thence West, 470.00 feet; thence South 287.82 feet; thence South 83° 01' 20" West, 169.08 feet; thence North 28° 22' 13" West, 284.11 feet; thence West, 240.0 feet; thence South 45° 49' 45" West, 27.96 feet; thence West 86.51 feet; thence South 45° 49' 45" West, 370.0 feet; thence West 233.49 feet; thence North 32° 00' 18" West, 338.78 feet; thence North 49° 53' 57" East, 124.20 feet; thence North 182.00 feet; thence East, 140.00 feet; thence North 66° 18' 56" East, 537.01 feet to the South line of the William Luckey Donation Land Claim No. 52, thence North 89° 53' 19" East, 1,198.21 feet to the point of beginning, all in Lane County, Oregon.

PARCEL II:

Beginning at a point in the centerline of Willamette Street which is South 16° 24' 51" West, 450.0 feet from a point marking the intersection of the centerline of Willamette Street and the Southerly line of the Donation Land Claim of the William Luckey Donation Land Claim No. 52, Township 18 South, Range 3 West of the Willamette Meridian, said point being North 0° 04' 52" West, 2,149.22 feet and North 89° 53' 19" East, 3,451.04 feet from the Southwest corner of Section 18, Township 18 South, Range 3 West of the Willamette Meridian; run thence West, 470.0 feet; thence South 287.82 feet; thence North 83° 01' 20" East, 375.29 feet to the centerline of Willamette Street; thence 204.59 feet along the arc of a 636.62 foot radius curve to the left (the long chord of which bears North 23° 30' 44" East, 201.71 feet); thence North 16° 24' 51" East, 57.94 feet to the point of beginning, in Lane County, Oregon.

LESS AND EXCEPT from all of the above described property those tracts conveyed to the City of Eugene, by instruments recorded May 27, 1976, Reception Nos. 7625749 and 7625750, Reel 796, Official Records of Lane County, Oregon.

9056082

LESS AND EXCEPT the following parcel:

Beginning at a point on the South line of the William Luckey D.L.C. No. 52 in Township 18 South, Range 3 West of the Willanette Meridian, said point being South 89° 41' 55" West 770.00 feet from the Initial Point of Rockridge Condominiums Stage 1 as platted and recorded on File 71, Slides 518 and 519 of the Lane County Plat Records in Lane County, Oregon; thence leaving said South line SOUTH 64.55 feet; thence South 57° 43' 28" West 224.72 feet; thence WEST 140.00 feet; thence South 61° 41' 57" West 295.30 feet; thence WEST 90.00 feet; thence NORTH 140.00 feet; thence North 62° 22' 36" East 395.04 feet to a point on the South line of said William Luckey D.L.C. No. 52; thence along the South line of said William Luckey D.L.C. No. 52 North 89° 45' 30" East 330.00 feet to the point of beginning, all in Lane County, Oregon.

Containing 2.57 acres more or less.

9056082

State of Oregon,
County of Lane--

I, the County Clerk, in and for the said
County, do hereby certify that the within
instrument was received for record at
21 1127 53 J.J.S.)

Book 1665R

Lane County Official Record
Lane County Clerk

John P. Taylor
County Clerk

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File 73, slide 750-2

SUPPLEMENTAL
CONDOMINIUM DECLARATION

FOR 3089OCT.25'91NO6REC 5.00

HIGHLANDS CONDOMINIUM 3089OCT.25'91NO6REC 80.00

Stage II

THIS DECLARATION, made this 1st day of March, 1991, by Howard L. McCulloch as Trustee for Katherine McCulloch Bird Trust of April 24, 1970 (herein "Declarant"), pursuant to the provisions of the Oregon Condominium Act;

By document recorded November 21, 1990, at Instrument No. 9056082 Reel 1665R, Official Records of Lane County, entitled Condominium Declaration for Highlands Condominium, Stage I, Declarant created a condominium known as Highlands Condominium, which is located in the City of Eugene, Lane County, Oregon. The purpose of this Supplemental Declaration is to submit Stage II of Highlands Condominium to the condominium form of ownership and use in the manner provided by the Oregon Condominium Act, and to annex such stage to Highlands Condominium.

NOW, THEREFORE, the Declarant does hereby declare and provide as follows:

ARTICLE I
Definitions

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

1.1 "Bylaws" refers to the Bylaws of the Association of Unit Owners of Highlands Condominium adopted pursuant to the Stage I Declaration they may be amended from time to time.

1.2 "Stage I Declaration" means that instrument dated August 27, 1990, recorded November 21, 1990, at Instrument No. 9056082 Reel 1665R, Official Records of Lane County, Oregon.

1.3 "Plans" refer to the plat and floor plans of Highlands Condominium Stage II recorded simultaneously with the recording of this Declaration.

1.4 Incorporation By Reference. Except as otherwise provided in this Declaration, each of the terms defined in the Stage I Declaration and in ORS 100.005, a part of the Oregon

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Condominium Act, shall have the meanings set forth in such instrument and section.

ARTICLE II
Description of the Property

The property submitted to the Oregon Condominium Act by this Declaration is held by Declarant and conveyed by Declarant in fee simple estate. The land submitted is located in the City of Eugene, Lane County, Oregon, and is more particularly described in the attached Exhibit "A."

ARTICLE III
Units

3.1 General Description of Buildings. Stage II of the Condominium consists of twelve (12) buildings. Three of the buildings contain twenty-four (24) residential units, three buildings each contain laundry and garbage collection facilities and six remaining buildings serve as carports. All buildings were constructed of wood frame construction with poured foundations, fir siding and composition roofs. The location of the buildings in Stage II are as shown in the plans, which are made a part of this Declaration as if fully set forth herein.

3.2 General Description, Location, and Designation of Units. The dimensions, designation, and location of each residential unit are shown in the plans. Residential units consist of twelve (12) Townhouse units (two levels) and twelve (12) Flat units (one level). Stage II contains no garage units. The approximate area of each residential unit is shown on the attached Exhibit "B."

3.3 Unit Boundaries. Each unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, and ceilings. The unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and other materials constituting any part of its finished surfaces and the interior surfaces so described. All other portions of the exterior walls, floors, or ceilings and interior load bearing partitions shall be a part of the common elements. In addition, each unit shall include the following: (a) all spaces, non-bearing interior partitions, windows, window frames, exterior and interior doors, door frames, and all other fixtures and improvements within the boundaries of the unit; (b) all outlets of utility service lines, including, but not limited to, power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and waste disposal, within the boundaries of the unit, but shall not include any part of such lines or ducts themselves; and (c) all fireplaces and chimneys to the point that such chimney protrudes into the common area.

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In interpreting deeds, mortgages, deeds of trust, and other instruments for any purpose whatsoever, or in connection with any matter, the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans hereof, shall be conclusively presumed to be the boundaries regardless of settling, rising, or lateral movement of the building and regardless of variances between boundaries as shown on the plans and those of the actual building or buildings.

ARTICLE IV
General Common Elements

The general common elements consist of the following:

4.1 The land, pathways, driveways, fences, grounds, and parking areas, except parking spaces which are described in Article V.

4.2 Pipes, ducts, flues, chutes, conduits, wires, and other utility installations to their outlets.

4.3 Roofs, foundations, bearing walls, perimeter walls, beams, columns, and girders to the interior surfaces thereof.

4.4 Laundry and garbage collection buildings.

4.5 Street light poles, flower boxes and mail boxes in the laundry and garbage collection buildings.

4.6 All other elements of the buildings and the property necessary or convenient to their existence, maintenance, and safety, or normally in common use except as may be expressly designated herein as part of a unit or a limited common element.

ARTICLE V
Limited Common Elements

The following shall constitute limited common elements, the use of which shall be restricted to the units to which it pertains:

5.1 All porch areas immediately adjacent to the entry door of each unit as lying under the roof overhang, each of which shall pertain to the unit which it adjoins as shown on the plans.

5.2 Parking spaces, each of which shall pertain to the unit which it benefits as shown on the plans filed simultaneously herewith.

5.3 Private decks, except for the outside exterior surfaces thereof, which are accessible from the unit to which it adjoins

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only, each of which shall pertain to the unit which it adjoins as shown on the plans filed simultaneously herewith.

ARTICLE VI
Allocation of Undivided Interest
In Common Elements

Each unit will be entitled to an undivided ownership interest in the common elements determined by and equal to the ratios calculated for residential and garage units.

6.1 Residential Units. The ratio of the approximate area of the particular residential unit to the difference of the total approximate area of all units combined less one-half the approximate area of the garage units.

6.2 Garage Units. The ratio of one-half the approximate area of the particular garage unit to the difference of the total approximate area of all units combined less one-half the approximate area of the garage units. The undivided interest allocation for each unit is shown on the attached Exhibit C. Such allocation will change if stages are added as described in Article X of this Declaration.

ARTICLE VII
Common Profits and Expenses; Voting

7.1 Allocation of Common Profits and Expenses. The common profits derived from and the common expenses of the common elements shall be distributed and charged to the owner of each unit according to the allocation of undivided interest of such unit in common elements.

7.2 Allocation of Voting Rights. Each residential unit shall be allocated one vote in the affairs of the Association. Garage units shall not be allocated any voting rights. The method of voting shall be as specified in the Bylaws.

ARTICLE VIII
Use of Property

8.1 Residential Use. Each residential unit is to be used for residential purposes as described in the Bylaws. Additional limitations on use are contained in the Bylaws by which all owners are bound.

8.2 General Parking. Each residential unit is assigned one parking space as a limited common element. Additional parking spaces shall be used by the owners and their guests pursuant to rules promulgated by the Association.

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8.3 Planned Unit Development Agreement. The Condominium is subject to the Planned Unit Development Agreement designated as PD 71-21, which was entered into in 1972 by the City of Eugene, pursuant to Resolution No. 1862, and the original developer and owner prior to conversion of the Condominium. Said agreement states at paragraph 3,

"This Agreement shall be binding upon the successors and assigns of each of the parties, and is a condition and covenant running with the land and binding upon the above-described areas of real property."

ARTICLE IX
Easements

9.1 In General. Each unit has an easement in and through each other unit and the common elements for all support elements and utility, wiring, heat and service elements, and for reasonable access thereto; as required to effectuate and continue proper operation of the Condominium. In addition, each unit and all the common elements are specifically subject to easements as required for the electrical wiring and plumbing for each unit.

9.2 Easements for the Declarant. The Declarant and the Declarant's agents, successors, and assigns shall have an easement over and upon the common elements for the purpose of completing an additional stage or existing structure or making repairs to existing structures and carrying out sales and rental activities necessary or convenient for the sale or rental of units, including, without limitation, the right to use the units owned by the Declarant as model units and the right to use a unit as a sales office.

9.3 Right of Entry. A unit owner shall grant the right of entry to the Board of Directors of the Association, managing agent, manager, or any other person authorized by the Board of Directors, in the case of any emergency originating in or threatening his unit or other Condominium property, whether or not the owner is present at the time. A unit owner shall also permit such persons to enter his unit for the purpose of performing installations, alterations, or repairs to any common element and for the purpose of inspection to verify that the unit owner is complying with the restrictions and requirements described in this Declaration and the Bylaws, provided that requests for entry are made in advance and such entry is at a time convenient to the owner.

9.4 Encroachments.

9.4.1 Pursuant to ORS 100.520, each unit and all common elements shall have an easement over all adjoining units and

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common elements for the purpose of accommodating any present or future encroachment as a result of 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 encroaching units and common elements so long as the encroachments shall exist, and except as otherwise provided in subsection 2 of this section, the rights and obligations of owners shall not be altered in any way by the encroachment.

9.4.2 The easement described under subsection 1 of this section does not relieve a unit owner of liability in case of willful misconduct of a unit owner or relieve a declarant or any contractor, subcontractor, or materialman of liability for failure to adhere to the plat and floor plans.

9.4.3 The encroachments described in subsection 1 of this section shall not be construed to be encumbrances affecting the marketability of title to any unit.

9.5 Authority to Grant Easements, Rights-Of-Way, Licenses, and Other Similar Interests. Pursuant to ORS 100.405(5), the Association shall have the authority to execute, acknowledge, deliver, and record on behalf of the unit owners, leases, easements, rights-of-way, licenses, and other similar interests affecting the general common elements and consent to vacation of roadways within and adjacent to the Condominium. The granting of a lease in excess of two (2) years or any such other interest or consent shall first be approved by at least seventy-five percent (75%) of the unit owners as required by ORS 100.405. Unless this Declaration otherwise provides, a lease of general common elements for a term of two (2) years or less shall not be considered the granting of an interest for which approval is required under this section. The instrument granting any such interest or consent shall be executed by the chairman and secretary of the Association and acknowledged in the manner provided for acknowledgement of such instruments by such officers, and shall state that such grant or consent was approved by at least seventy-five percent (75%) of the unit owners.

9.6 Access Easement. An easement for ingress and egress over the access road originating at Willamette Drive and terminating at the Condominium, as described in Exhibit A attached hereto, is herein granted by the Declarant to the Association. This easement allows ingress and egress to the Condominium over a portion of Declarant's real property as described in Exhibit D attached hereto. This easement touches concerns, relates to and is for the benefit of the described properties, and is intended by the Declarant to be a covenant and restriction running with the land. This easement is appurtenant to all of the real property comprising

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the Condominium and shall remain appurtenant to all portions of such property following the addition of future stages to the Condominium.

ARTICLE X
Plan of Development

The Condominium may be developed in up to twenty (20) stages. By filing this Declaration, the Declarant hereby submits Stage II to the condominium form of ownership. The Declarant reserves the right to add eighteen (18) additional stages to the Condominium and to annex such additional stages by filing supplements to the Stage I Declaration pursuant to ORS 100.120. Any such additional stage shall be of comparable style, quality, size, and range of unit value to Stage I and Stage II. All improvements intended for further stages shall be substantially completed prior to annexation.

Declarant owns both developed and undeveloped property adjacent to the Condominium which may be submitted as an additional stage or stages to the Condominium. The undeveloped property may be developed at the discretion of Declarant. In no wise shall Declarant, its successors or assigns, be compelled to submit said developed or undeveloped property to the Condominium. In the event that additional property is submitted it shall be annexed by the filing of a supplement or supplements to the Stage I Declaration. The Declarant, its successors and assigns may retain easements across condominium property as may be necessary for the access to any lands described herein which are not annexed to the condominium.

10.1 Maximum Number of Units and Stages. If fully developed, the Condominium shall contain not more than two hundred fifty (250) units, and not more than twenty (20) stages.

10.2 Expiration Date. No additional stage may be added after November 20, 1997. Upon a vote of seventy-five percent (75%) of the unit owners this date may be extended for up to two (2) years by amendment to the Stage I Declaration pursuant to the provisions of ORS 100.120(3).

10.3 Additional Common Elements. The Declarant anticipates annexing the Recreation Facilities and any future recreation facilities to the property as additional common elements with the final stage of development. Declarant may annex the Recreation Facilities prior to the final stage, but in any event, Declarant will not annex the Recreational Facilities prior to the sale of at least eighty-eight (88) residential units. Although the Declarant anticipates annexing the Recreation Facilities to the property, the Declarant shall in no wise be obligated or compelled to annex the Recreation Facilities or any additional recreation facilities in whole or in part to the property. If the Declarant does elect to

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annex the Recreational Facilities and any additional recreation facilities that may be developed in the future, such annexation may substantially increase the proportionate amount of the common expenses payable by unit owners. See Article XIV of the Stage I Declaration.

10.4 Allocation of Interests in Common Elements. The allocation of undivided interests in the common elements of units in Stages I and II will change if an additional stage is annexed to the Condominium. Such allocation shall be determined by the ratios described in Article VI. The minimum allocation of undivided interest in the Condominium of each unit in Stage II upon completion of development, if the Declarant elects to proceed with all twenty (20) stages of development, is set forth in Exhibit "C."

10.5 Legal Description of Additional Stages. A legal description of the property upon which the additional stages would be located is included in the attached Exhibit "D."

ARTICLE XI
Adoption by Reference

Except as otherwise expressly provided in this document, each of the provisions of the Stage I Declaration shall be applicable to Stage II of Highlands Condominium.

ARTICLE XII
Amendment

12.1 Approval Required. Except as may be otherwise provided in this Declaration or by the Oregon Condominium Act, this Declaration may be amended if such amendment is approved by unit owners holding seventy-five percent (75%) of the voting rights of the Condominium. The Declarant's prior written consent shall also be required until annexation of the last stage of the Condominium, and so long as the Declarant owns twenty-five percent (25%) or more of the units in the last stage of the Condominium, but no such consent shall be required after five (5) years from the date this Declaration is recorded. Except as provided in Article X, no amendment may change the size, location, allocation of undivided interest in the common elements, method of determining liability for common expenses or right to common profit, or voting rights of any unit unless such amendment has been approved by the owners and mortgagees of the affected unit.

12.2 Execution and Recordation. An amendment shall not be effective until certified by the chairman and secretary of the Association, approved by the Lane County Tax Assessor and the Real Estate Commissioner, if required by the Oregon Condominium Act, and recorded as required by law.

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ARTICLE XIII
Severability

Each provision of this Declaration and the Bylaws shall be deemed independent and severable, and the validity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision of this Declaration or the Bylaws.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 1st day of March, 1991.

HOWARD L. McCULLOCH AS TRUSTEE FOR
KATHERINE McCULLOCH BIRD TRUST OF APRIL 24, 1970

By: Howard McCulloch
Howard McCulloch, Trustee

STATE OF Oregon)
County of Multnomah) ss.

The foregoing instrument was acknowledged before me on this 1st day of March, 1990, by Howard L. McCulloch as Trustee for Katherine McCulloch Bird Trust of April 24, 1970.



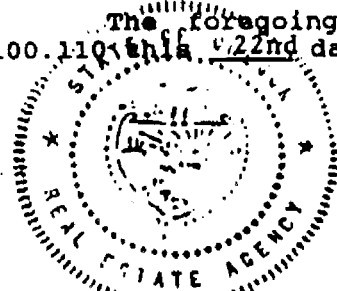
Paul C. Schae
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-24-92

The foregoing Declaration is approved pursuant to ORS 100.110 this 26 day of AUGUST, 1991.

LANE COUNTY TAX ASSESSOR

By: Jim Dangle

The foregoing declaration is approved pursuant to ORS 100.110 this 22nd day of March, 1991.



MORELLA LARSON
Real Estate Commissioner
By: Stan F. Mayfield

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EXHIBIT A

Stage II Legal Description
and Access Easement

Beginning at the Initial Point, said point being on the South line of the William Luckey D.L.C. No. 52 in Township 18 South, Range 3 West of the Willamette Meridian and also being the Initial Point of Highlands Condominium Stage I as platted and recorded in File 73, Slides 705-707 of the Lane County Plat Records in Lane County, Oregon; thence along the South line of said William Luckey D.L.C. No. 52 North 89°42'48" East 950.02 feet to a point on the West margin of Willamette Street, said point being 40 feet from when measured at right angles to the centerline of Willamette Street; thence parallel to and 40 feet westerly of the centerline of Willamette Street South 16°15'43" West 417.79 feet; thence leaving said West margin and running North 54°48'55" West 71.91 feet; thence North 61°15'47" West 438.21 feet; thence North 88°46'10" West 237.75 feet; thence South 7°00'00" West 100.00 feet; thence North 83°00'00" West 10.00 feet; thence along the arc of a 240 foot radius curve left (the chord of which bears South 78°45'00" West 150.32 feet) a distance of 152.89 feet; thence South 60°30'00" West 151.51 feet; thence South 70°00'00" West 72.00 feet; thence North 45°52'04" West 35.17 feet; thence along the arc of a 361.44 foot radius curve right (the chord of which bears North 39°00'50" East 180.99 feet) a distance of 182.94 feet; thence North 53°30'50" East 70.00 feet; thence North 36°29'10" West 41.88 feet to a point on the Easterly boundary of said Highlands Condominium Stage I; thence along the Easterly boundary of said Highlands Condominium Stage I North 57°43'28" East 114.36 feet and NORTH 64.20 feet to the Initial Point, all in Lane County, Oregon.

ALSO: Beginning at the Initial Point of Highlands Condominium Stage I as platted and recorded in File 73, Slides 705-707 of the Lane County Plat Records in Lane County, Oregon; thence along the boundary of said Highlands Condominium Stage I SOUTH 64.20 feet and South 57°43'28" West 224.72 feet to the True Point of Beginning; thence continuing along the boundary of said Highlands Condominium Stage I WEST 140.00 feet and South 61°41'57" West 120.00 feet; thence leaving said boundary and running South 28°32'04" East 145.82 feet; thence North 58°09'38" East 92.41 feet; thence North 35°35'11" East 167.54 feet to the True Point of Beginning, all in Lane County, Oregon

EXCEPT: That certain property described in an ingress and egress easement as recorded on Reel 1665, Instrument No.90-56082 of the Lane County Deed Records in Lane County, Oregon.

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Containing 5.77 net acres more or less

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED TRACT:

Beginning at the Initial Point of Highlands Condominium Stage I as platted and recorded in File 73, Slides 705-707 of the Lane County Plat Records in Lane County Oregon; thence along the boundary of said Highlands Condominium Stage I SOUTH 64.20 feet and South 57°43'28" West 114.36 feet to the True Point of Beginning; thence continuing along the boundary of said Highlands Condominium Stage I South 57°43'28" West 110.36 feet; thence leaving said boundary South 35°35'11" West 167.54 feet; thence South 58°09'38" West 92.41 feet; thence South 56°05'58" East 43.87 feet; thence North 58°09'38" East 51.62 feet; thence along the arc of a 250.00 foot radius curve right (the chord of which bears South 13°18'25" East 69.28 feet) a distance of 69.50 feet; thence North 84°39'27" East 50.00 feet; thence along the arc of a 300.00 foot radius curve left (the chord of which bears North 7°09'44" West 19.05 feet) a distance of 19.06 feet; thence North 70°00'00" East 95.86 feet; thence North 60°30'00" East 154.83 feet; thence along the arc of a 200 foot radius curve right (the chord of which bears North 78°45'00" East 125.26 feet) a distance of 127.41 feet; thence South 83°00'00" East 10.00 feet; thence North 7°00'00" East 40.00 feet; thence North 83°00'00" West 10.00 feet; thence along the arc of a 240.00 foot radius curve left (the chord of which bears South 78°45'00" West 150.32 feet) a distance of 152.89 feet; thence South 60°30'00" West 151.51 feet; thence South 70°00'00" West 72.00 feet; thence North 45°52'04" West 35.17 feet; thence along the arc of a 361.44 foot radius curve right (the chord of which bears North 39°00'50" East 180.99 feet) a distance of 182.94 feet; thence North 53°30'50" East 70.00 feet; thence North 36°29'10" West 41.88 feet to the True Point of Beginning, all in Lane County, Oregon.

ALSO: An easement for ingress and egress as recorded in Reel 1665, Instrument No. 90-56082 of the Lane County Deed Records in Lane County, Oregon.

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EXHIBIT B

<u>Unit Number</u>	<u>Type of Unit</u>	<u>Approximate Square Footage</u>
101	Flat	943
102	Flat	943
103	Townhouse	983
104	Townhouse	983
105	Townhouse	983
106	Townhouse	983
107	Flat	943
108	Flat	943
109	Flat	943
110	Flat	943
111	Townhouse	983
112	Townhouse	983
113	Townhouse	983
114	Townhouse	983
115	Flat	943
116	Flat	943
401	Flat	943
402	Flat	943
403	Townhouse	983
404	Townhouse	983
405	Townhouse	983
406	Townhouse	983
407	Flat	943
408	Flat	943

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EXHIBIT C

Unit Number	Stages I & II Allocation of Percentage Interest	Final Stage Minimum Allocation of Percentage Interest
101	2.41	.359
102	2.41	.359
103	2.51	.374
104	2.51	.374
105	2.51	.374
106	2.51	.374
107	2.41	.359
108	2.41	.359
109	2.41	.359
110	2.41	.359
111	2.51	.374
112	2.51	.374
113	2.51	.374
114	2.51	.374
115	2.41	.359
116	2.41	.359
301	2.41	.359
302	2.41	.359
303	2.51	.374
304	2.51	.374
305	2.51	.374
306	2.51	.374
307	2.41	.359
308	2.41	.359
309	2.41	.359
310	2.41	.359

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311	2.51	.374
312	2.51	.374
313	2.51	.374
314	2.51	.374
315	2.41	.359
316	2.41	.359
401	2.41	.359
402	2.41	.359
403	2.51	.374
404	2.51	.374
405	2.51	.374
406	2.51	.374
407	2.41	.359
408	2.41	.359
G-1	.32	.044
G-2	.32	.044
G-3	.32	.044
G-4	.32	.044
G-5	.32	.044

100.00%

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EXHIBIT D

Legal Description for Additional Stages

PARCEL I:

Beginning at the point marking the intersection of the centerline of Willamette Street on the Southerly line of the Donation Land Claim of the William Luckey Donation Land Claim No. 52, Township 18 South, Range 3 West of the Willamette Meridian, said point being North 0° 04' 52" West, 2,149.22 feet and North 89° 53' 19" East, 3,451.04 feet from the Southwest corner of Section 18, Township 18 South, Range 3 West of the Willamette Meridian; run thence South 16° 24' 51" West, 450.00 feet along said centerline; thence West, 470.00 feet; thence South 287.82 feet; thence South 83° 01' 20" West, 169.08 feet; thence North 28° 22' 13" West, 284.11 feet; thence West, 240.0 feet; thence South 45° 49' 45" West, 27.96 feet; thence West 86.51 feet; thence South 45° 49' 45" West, 370.0 feet; thence West 203.49 feet; thence North 32° 00' 18" West, 338.78 feet; thence North 49° 53' 57" East, 124.20 feet; thence North 182.00 feet; thence East, 140.00 feet; thence North 56° 18' 56" East, 537.01 feet to the South line of the William Luckey Donation Land Claim No. 52, thence North 89° 53' 19" East, 1,198.21 feet to the point of beginning, all in Lane County, Oregon.

PARCEL II:

Beginning at a point in the centerline of Willamette Street which is South 16° 24' 51" West, 450.0 feet from a point marking the intersection of the centerline of Willamette Street and the Southerly line of the Donation Land Claim of the William Luckey Donation Land Claim No. 52, Township 18 South, Range 3 West of the Willamette Meridian, said point being North 0° 04' 52" West, 2,149.22 feet and North 89° 53' 19" East, 3,451.04 feet from the Southwest corner of Section 18, Township 18 South, Range 3 West of the Willamette Meridian; run thence West, 470.0 feet; thence South 287.82 feet; thence North 83° 01' 20" East, 375.29 feet to the centerline of Willamette Street; thence 204.59 feet along the arc of a 636.62 foot radius curve to the left (the long chord of which bears North 23° 30' 44" East, 203.71 feet); thence North 16° 24' 51" East, 57.94 feet to the point of beginning, in Lane County, Oregon.

LESS AND EXCEPT from all of the above described property those tracts conveyed to the City of Eugene, by instruments recorded May 27, 1976, Reception Nos. 7625749 and 7625750, Reel 796, Official Records of Lane County, Oregon.

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LESS AND EXCEPT the following parcel:

Beginning at a point on the South line of the William Luckey D.L.C. No. 52 in Township 18 South, Range 3 West of the Willamette Meridian, said point being South 89° 43' 55" West 770.00 feet from the Initial Point of Rockridge Condominiums Stage 1 as platted and recorded on File 73, Slides 518 and 519 of the Lane County Plat Records in Lane County, Oregon; thence leaving said South line SOUTH 64.20 feet to a 5/8" iron rod; thence South 57° 43' 28" West 224.72 feet to a 5/8" iron rod; thence WEST 140.00 feet to a 5/8" iron rod; thence South 61° 41' 57" West 295.30 feet to a 5/8" iron rod; thence WEST 98.21 feet to a 5/8" iron rod; thence NORTH 135.70 feet to a 5/8" iron rod; thence North 62° 22' 36" East 402.96 feet to a point on the South line of said William Luckey D.L.C. No. 52; thence along the South line of said William Luckey D.L.C. No. 52 North 89° 42' 48" East 331.18 feet to the point of beginning, all in Lane County, Oregon.

Containing 2.60 acres more or less.

LESS AND EXCEPT the following parcel:

Beginning at the Initial Point, said point being on the South line of the William Luckey D.L.C. No. 52 in Township 18 South, Range 3 West of the Willamette Meridian and also being the Initial Point of Highlands Condominium Stage I as platted and recorded in File 73, Slides 705-707 of the Lane County Plat Records in Lane County, Oregon; thence along the South line of said William Luckey D.L.C. No. 52 North 89° 42' 48" East 950.02 feet to a point on the West margin of Willamette Street, said point being 40 feet from when measured at right angles to the centerline of Willamette Street; thence parallel to and 40 feet westerly of the centerline of Willamette Street South 16° 15' 43" West 417.79 feet; thence leaving said West margin and running North 54° 48' 55" West 71.91 feet; thence North 61° 15' 47" West 438.21 feet; thence North 88° 46' 10" West 237.75 feet; thence South 7° 00' 00" West 100.00 feet; thence North 83° 00' 00" West 10.00 feet; thence along the arc of a 240 foot radius curve left (the chord of which bears South 78° 45' 00" West 150.32 feet) a distance of 152.89 feet; thence South 60° 30' 00" West 151.51 feet; thence South 70° 00' 00" West 72.00 feet; thence North 45° 52' 04" West 35.17 feet; thence along the arc of a 361.44 foot radius curve right (the chord of which bears North 39° 00' 50" East 180.99 feet) a distance of 182.94 feet; thence North 53° 30' 50" East 70.00 feet; thence North 36° 29' 10" West 41.88 feet to a point on the Easterly boundary of said Highlands Condominium Stage I; thence along the Easterly boundary of said Highlands Condominium Stage I North 57° 43' 28" East 114.36 feet and NORTH 64.20 feet to the Initial Point, all in Lane County, Oregon.

ALSO: Beginning at the Initial Point of Highlands Condominium Stage I as platted and recorded in File 73, Slides 705-707 of the Lane

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County Plat Records in Lane County, Oregon; thence along the boundary of said Highlands Condominium Stage I SOUTH 64.20 feet and South 57°43'28" West 224.72 feet to the True Point of Beginning; thence continuing along the boundary of said Highlands Condominium Stage I WEST 140.00 feet and South 61°41'57" West 120.00 feet; thence leaving said boundary and running South 28°32'04" East 145.82 feet; thence North 58°09'38" East 92.41 feet; thence North 35°35'11" East 167.54 feet to the True Point of Beginning, all in Lane County, Oregon

EXCEPT: That certain property described in an ingress and egress easement as recorded on Reel 1665, Instrument No.90-56082 of the Lane County Deed Records in Lane County, Oregon.

Containing 5.77 net acres more or less

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State of Oregon,
County of Lane--s.
I, the County Clerk, in and for the said County, do hereby certify that the within instrument was received for record at

25 OCT 91 11:25

Reel 1725R

Lane County OFFICIAL RECORDS
Lane County Clerk

John E. Frazier