

AUG 07 1992 1781R

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SUPPLEMENTAL  
CONDOMINIUM DECLARATION  
FOR  
HIGHLANDS CONDOMINIUM  
Stage III

THIS DECLARATION, made this 29<sup>th</sup> day of June, 1992, 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.

By document recorded October 25, 1991, at Instrument No. 9151705 Reel 1725R, official Records of Lane County, entitled Supplemental Condominium Declaration for Highlands Condominium, Stage II, Declarant submitted additional units and common elements to Highlands Condominium.

The purpose of this Supplemental Declaration is to submit Stage III 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

REEL 1665R, INSTRUMENT NO. 9056082 110.00  
REEL 1725R, INSTRUMENT NO. 9151705 10.00

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.

Page 1 - SUPPLEMENTAL CONDOMINIUM DECLARATION FOR HIGHLANDS  
CONDOMINIUM STAGE III  
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RETURN TO: LANE COUNTY SURVEYOR, PSB, 125 East 8th Avenue, Eugene, OR.

9244291

1.3 "Plans" refer to the plat and floor plans of Highlands Condominium Stage III 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 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 III of the Condominium consists of fourteen (14) buildings. Three of the buildings contain twenty-four (24) residential units (eight units in each), three buildings each contain laundry and garbage collection facilities, six buildings serve as carports, one building contains seven garage units and one building contains five garage units. All buildings were constructed of wood frame construction with poured foundations, fir siding and composition roofs. The location of the buildings in Stage III 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 III also contains twelve (12) garage units. The approximate area of each residential unit and garage 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,



AUG 07 1992 1781R 1

9244291

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 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 1 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.

AUG 07 1992 1781R

9244291

**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 **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.

8.3 **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.

8.4 **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 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 exist-

9244291

ing 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 CRS 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.

**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

AUG 07 1992 1781R

9244291

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 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 III to the condominium form of ownership. The Declarant reserves the right to add seventeen (17) 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 Stages I, II and III. 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

AUG 07 1992 1781R

9244291

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 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, II and III 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 III 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 III of Highlands Condominium.



AUG 07 1992 1781R

9244291

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.

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 24<sup>th</sup> day of June, 1997.

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

By: Howard L. McCulloch, Trustee  
Howard McCulloch, Trustee

AUG 07 1992 1781R

9244291

STATE OF Oregon  
County of Multnomah ss.

The foregoing instrument was acknowledged before me on this 29th day of June, 1992, by Howard L. McCulloch as Trustee of for Katherine McCulloch Bird Trust of April 24, 1970.



Paul C. Schuyler  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 4-24-92

The foregoing Declaration is approved pursuant to ORS 100.110 this 6th day of August, 1992.

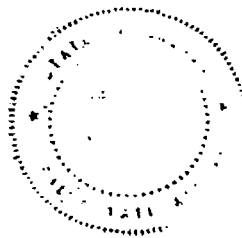
LANE COUNTY TAX ASSESSOR

By Jim Gangle

The foregoing declaration is approved pursuant to ORS 100.110 this 30th day of June, 1992.

MORELLA LARSON

Real Estate Commissioner



By: Stan T. Mayfield

AUG 07 1992 1781R

9244291

EXHIBIT A

Stage III Legal Description  
and Access Easement

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 easterly boundary of said Highlands Condominium Stage I SOUTH 64.20 feet and South 57°43'26" West 114.36 feet; thence South 36°29'10" East 41.88 feet to a point on the boundary of Highlands Condominium Stage II as platted and recorded in File 73, Slides 750-752 of the Lane County Plat Records in Lane County, Oregon; thence along the boundary of said Highlands Condominium Stage II along the arc of a 367.00 foot radius curve right (the chord of which bears North 71°50'02" East 243.29) a distance of 247.48 feet; thence South 7°11'40" West 56.45 feet; thence South 7°00'00" West 140.00 feet to the TRUE POINT OF BEGINNING and the Initial Point of the hereon described plat of thence North 7°00'00" East 10.00 feet; thence along the arc of a 448.57 foot radius curve right (the chord of which bears South 71°59'57" East 171.17 feet) a distance of 172.23 feet; thence along the arc of a 95.41 foot radius curve right (the chord of which bears South 10°30'00" East 96.85 feet) a distance of 101.58 feet; thence SOUTH 12.87 feet; thence along the arc of a 49.58 foot radius curve right (the chord of which bears South 39°00'00" West 62.40 feet) a distance of 67.50 feet; thence South 78°00'00" West 12.87 feet; thence along the arc of a 85.12 foot radius curve right (the chord of which bears North 84°15'00" West 51.90 feet) a distance of 52.74 feet; thence North 66°30'00" West 116.16 feet; thence along the arc of a 134.72 foot radius curve left (the chord of which bears North 84°26'48" West 81.02 feet) a distance of 84.39 feet; thence South 77°36'25" West 124.23 feet; thence along the arc of a 778.46 foot radius curve right (the chord of which bears South 81°21'25" West 101.83 feet) a distance of 101.90 feet; thence North 69°10'02" West 52.53 feet; thence North 3°20'14" West 20.99 feet; thence along the arc of a 300 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 125.27 feet) a distance of 127.41 feet; thence South 83°00'00" East 10.00 feet to the TRUE POINT OF BEGINNING, 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 easterly boundary of said Highlands Condominium Stage I SOUTH 64.20

AUG 07 1992 1781R

9244291

feet and South 57°43'28" West 114.16 feet; thence South 36°29'10" East 41.88 feet to a point on the boundary of Highlands Condominium Stage II as platted and recorded in File 73, Slides 750-752 of the Lane County Plat Records in Lane County, Oregon; thence along the boundary of said Highlands Condominium Stage II along the arc of a 387.00 foot radius curve right (the chord of which bears North 71°50'02" East 243.29) a distance of 247.48 feet; thence South 7°11'40" West 56.45 feet; thence South 7°00'00" West 140.00 feet to the Initial Point of the hereon described plat; thence North 7°00'00" East 10.00 feet; thence along the arc of a 448.57 foot radius curve right (the chord of which bears South 71°59'57" East 171.17 feet) a distance of 172.23 feet; thence along the arc of a 95.41 foot radius curve right (the chord of which bears South 30°30'00" East 96.85 feet) a distance of 101.58 feet; thence SOUTH 12.87 feet; thence along the arc of a 49.58 foot radius curve right (the chord of which bears South 39°00'00" West 62.40 feet) a distance of 67.50 feet; thence South 78°00'00" West 12.87 feet; thence South 12°00'00" East 20.00 feet to the TRUE POINT OF BEGINNING; thence South 36°16'22" East 133.36 feet; thence South 8°08'47" East 122.00 feet; thence South 82°50'47" West 169.08 feet; thence North 28°32'46" West 284.11 feet; thence North 24°27'55" East 62.30 feet; thence along the arc of a 114.72 foot radius curve right (the chord of which bears South 69°30'00" East 12.01 feet) a distance of 12.01 feet; thence South 66°30'00" East 116.16; thence along the arc of a 105.12 foot radius curve left (the chord of which bears South 84°15'00" East 64.09 feet) a distance of 65.13 feet to the TRUE POINT OF BEGINNING, all in Lane County, Oregon.

Together with an easement for ingress and egress more particularly described as follows:

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 easterly boundary of said Highlands Condominium Stage I SOUTH 64.20 feet and South 57°43'28" West 114.16 feet; thence South 36°29'10" East 41.88 feet to a point on the boundary of Highlands Condominium Stage II as platted and recorded in File 73, Slides 750-752 of the Lane County Plat Records in Lane County, Oregon; thence along the boundary of said Highlands Condominium Stage II along the arc of a 387.00 foot radius curve right (the chord of which bears North 71°50'02" East 243.29) a distance of 247.48 feet; thence South 7°11'40" West 56.45 feet; thence South 7°00'00" West 110.00 feet to the TRUE POINT OF BEGINNING, thence along the arc of a 468.57 foot radius curve right (the chord of which bears South 71°59'57" East 176.80 feet) a distance of 179.90 feet; thence along the arc of a 115.41 foot radius curve right (the chord of which bears South 30°30'00" East 117.15 feet) a distance of 122.87 feet; thence SOUTH 12.87 feet; thence along the arc of a 69.58 foot radius curve right (the chord of which bears South 39°00'00" West 87.58 feet) a distance of 94.72 feet; thence South 78°00'00" West 12.87 feet; thence along the arc of a 105.12 foot radius curve right (the chord

AUG 07 1992 1781R

9244291

of which bears North 84°15'00" West 64.09 feet) a distance of 65.11 feet; thence North 66°30'00" West 116.16 feet; thence along the arc of a 114.72 foot radius curve left (the chord of which bears North 84°26'48" West 70.70 feet) a distance of 71.87 feet; thence South 77°36'25" West 124.23 feet; thence along the arc of a 798.46 foot radius curve right (the chord of which bears South 81°21'25" West 104.44 feet) a distance of 104.52 feet; thence South 74°40'08" West 97.09 feet; thence North 55°27'24" West 29.21 feet; thence North 15°07'49" East 47.76 feet; thence North 84°39'27" East 50.00 feet; thence South 3°20'14" East 20.99 feet; thence South 89°10'02" East 52.53 feet; thence along the arc of a 778.46 foot radius curve left (the chord of which bears North 81°21'25" East 101.83 feet) a distance of 101.90 feet; thence North 77°36'25" East 124.23 feet; thence along the arc of a 134.72 foot radius curve right (the chord of which bears South 84°26'48" East 81.02 feet) a distance of 84.39 feet; thence South 66°30'00" East 116.16 feet; thence along the arc of a 35.12 foot radius curve left (the chord of which bears South 84°15'00" East 51.90 feet) a distance of 52.74 feet; thence North 78°00'00" East 12.87 feet; thence along the arc of a 49.58 foot radius curve left (the chord of which bears North 39°00'00" East 62.40 feet) a distance of 67.50 feet; thence North 12.87 feet; thence along the arc of a 95.41 foot radius curve left (the chord of which bears North 30°30'00" West 96.85 feet) a distance of 101.58 feet; thence along the arc of a 448.57 foot radius curve left (the chord of which bears North 71°59'57" West 171.17 feet) a distance of 172.23 feet; thence North 7°00'00" East 20.00 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.

AUG 07 1992 1781R

9244291

EXHIBIT B

<u>Unit Number</u>	<u>Type of Unit</u>	<u>Approximate Square Footage</u>
133	Flat	943
134	Flat	943
135	Townhouse	983
136	Townhouse	983
137	Townhouse	983
138	Townhouse	983
139	Flat	943
140	Flat	943
141	Flat	943
142	Flat	943
143	Townhouse	983
144	Townhouse	983
145	Townhouse	983
146	Townhouse	983
147	Flat	943
148	Flat	943
149	Flat	943
150	Flat	943
151	Townhouse	983
152	Townhouse	983
153	Townhouse	983
154	Townhouse	983
155	Flat	943
156	Flat	943
G-6	Garage	230
G-7	Garage	230
G-8	Garage	230
G-9	Garage	230

AUG 07 1992 1781R

9244291

<u>Unit Number</u>	<u>Type Of Unit</u>	<u>Approximate Square Footage</u>
G-10	Garage	230
G-11	Garage	230
G-12	Garage	230
G-13	Garage	230
G-14	Garage	230
G-15	Garage	230
G-16	Garage	230
G-17	Garage	230

AUG 07 1992 1781R

9244291

EXHIBIT C

<u>Unit Number</u>	<u>Stages I - III Allocation of Percentage Interest</u>	<u>Final Stage Minimum Allocation of Percentage Interest</u>
101	1.48305	.359
102	1.48305	.359
103	1.5459	.374
104	1.5459	.374
105	1.5459	.374
106	1.5459	.374
107	1.48305	.359
108	1.48305	.359
109	1.48305	.359
110	1.48305	.359
111	1.5459	.374
112	1.5459	.374
113	1.5459	.374
114	1.5459	.374
115	1.48305	.359
116	1.48305	.359
133	1.48305	.359
134	1.48305	.359
135	1.5459	.374
136	1.5459	.374
137	1.5459	.374
138	1.5459	.374
139	1.48305	.359
140	1.48305	.359
141	1.48305	.359
142	1.48305	.359
143	1.5459	.374
144	1.5459	.374



AUG 07 1992 1781R

9244291

145	1.5459	.374
146	1.5459	.374
147	1.48305	.359
148	1.48305	.359
149	1.48305	.374
150	1.48305	.374
151	1.5459	.359
152	1.5459	.359
153	1.5459	.359
154	1.5459	.359
155	1.48305	.374
156	1.48305	.374
301	1.48305	.359
302	1.48305	.359
303	1.5459	.374
304	1.5459	.374
305	1.5459	.374
306	1.5459	.374
307	1.48305	.359
308	1.48305	.359
309	1.48305	.359
310	1.48305	.359
311	1.5459	.374
312	1.5459	.374
313	1.5459	.374
314	1.5459	.374
315	1.48305	.359
316	1.48305	.359
401	1.48305	.359
402	1.48305	.359
403	1.5459	.374
404	1.5459	.374
405	1.5459	.374
406	1.5459	.374

AUG 07 1992 1781R

9244291

407	1.48305	.359
408	1.48305	.359
G-1	.1808	.044
G-2	.1808	.044
G-3	.1808	.044
G-4	.1808	.044
G-5	.1808	.044
G-6	.1808	.044
G-7	.1808	.044
G-8	.1808	.044
G-9	.1808	.044
G-10	.1808	.044
G-11	.1808	.044
G-12	.1808	.044
G-13	.1808	.044
G-14	.1808	.044
G-15	.1808	.044
G-16	.1808	.044
G-17	.1808	.044

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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 125.27 feet) a distance of 127.41 feet; thence South 83°00'00" East 10.00 feet to the TRUE POINT OF BEGINNING, 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 easterly boundary of said Highlands Condominium Stage I SOUTH 64.20 feet and South 57°43'28" West 114.36 feet; thence South 36°29'10" East 41.88 feet to a point on the boundary of Highlands Condominium Stage II as platted and recorded in File 73, Slides 750-752 of the Lane County Plat Records in Lane County, Oregon; thence along the boundary of said Highlands Condominium Stage II along the arc of a 387.00 foot radius curve right (the chord of which bears North 71°50'02" East 243.29) a distance of 247.48 feet; thence South 7°11'40" West 56.45 feet; thence South 7°00'00" West 140.00 feet to the Initial Point of the hereon described plat; thence North 7°00'00" East 10.00 feet; thence along the arc of a 448.57 foot radius curve right (the chord of which bears South 71°59'57" East 171.17 feet) a distance of 172.23 feet; thence along the arc of a 95.41 foot radius curve right (the chord of which bears South 30°30'00" East 96.85 feet) a distance of 101.58 feet; thence SOUTH 12.87 feet; thence along the arc of a 49.58 foot radius curve right (the chord of which bears South 39°00'00" West 62.40 feet) a distance of 67.50 feet; thence South 78°00'00" West 12.87 feet; thence South 12°00'00" East 20.00 feet to the TRUE POINT OF BEGINNING; thence South 36°16'22" East 133.36 feet; thence South 8°08'47" East 122.00 feet; thence South 82°50'47" West 169.08 feet; thence North 28°32'46" West 284.11 feet; thence North 24°27'55" East 62.30 feet; thence along the arc of a 114.72 foot radius curve right (the chord of which bears South 69°30'00" East 12.01 feet) a distance of 12.01 feet; thence South 66°30'00" East 116.16; thence along the arc of a 105.12 foot radius curve left (the chord of which bears South 84°15'00" East 64.09 feet) a distance of 65.13 feet to the TRUE POINT OF BEGINNING, all in Lane County, Oregon.

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

7 AUG 92 8:49

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Lane County OFFICIAL RECORDS  
Lane County Clerk

By: *John E. F.*  
County Clerk

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SUPPLEMENTAL  
CONDOMINIUM DECLARATION

FOR

HIGHLANDS CONDOMINIUM

MAY 12 1993 1847R

Stage IV

THIS DECLARATION, made this 14 day of April, 1993, 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.

By document recorded October 25, 1991, at Instrument No. 9151705 Reel 1725R, official Records of Lane County, entitled Supplemental Condominium Declaration for Highlands Condominium, Stage II, Declarant submitted additional units and common elements to Highlands Condominium.

By document recorded August 7, 1992, at Instrument No. 9244291 Reel 1781R, official Records of Lane County, entitled Supplemental Declaration for Highlands Condominium, Stage III, Declarant submitted additional units and common elements to Highlands Condominium.

The purpose of this Supplemental Declaration is to submit Stage IV 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 IV recorded simultaneously with the recording of this Declaration.

Page 1 - SUPPLEMENTAL CONDOMINIUM DECLARATION FOR HIGHLANDS CONDOMINIUM  
STAGE IV

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AFTER RECORDATION, RETURN TO: LANE COUNTY SURVEYOR, PSB, EUGENE, OR.

MAY 12 1993 1847R

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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 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 IV of the Condominium consists of twenty-one (21) buildings. Five of the buildings contain eight (8) residential units each (for a total of forty (40) residential units), five buildings each contain laundry and garbage collection facilities, ten buildings serve as carports and one building contain eight (8) garage units. All buildings were constructed of wood frame construction with poured foundations, fir siding and composition roofs. The location of the buildings in Stage IV 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 twenty (20) Townhouse units (two levels) and twenty (20) Flat units (one level). Stage IV also contains eight (8) 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.

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:

MAY 12 1993 1847R

9328363

- 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 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.

MAY 12 1993 1847R

9328363

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 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.

8.3 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.

8.4 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 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,

MAY 12 1993 1847R

9328363

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



MAY 12 1993 1847R

9328363

**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 IV to the condominium form of ownership. The Declarant reserves the right to add sixteen (16) 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 - IV. 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 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 - IV 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 IV 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."

MAY 12 1993 1847R

9328363

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 IV 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 Recording. 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.

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 11 day of April 1993.

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

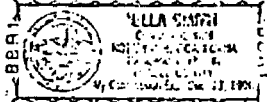
By: Howard McCulloch  
Howard McCulloch, Trustee

MAY 12 1993 1847R

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STATE OF California ss.  
County of Merced

1993 The foregoing instrument was acknowledged before me on this 12 day of April  
1993 by Howard L. McCulloch as Trustee of for Katherine McCulloch Bird Trust of April 24, 1970.



Ella Smith  
NOTARY PUBLIC FOR OREGON California  
My Commission Expires: 12/13/96

The foregoing Declaration is approved pursuant to ORS 100.110 this 7th day of May  
1993.

LANE COUNTY TAX ASSESSOR

By: Jim Dangle

The foregoing declaration is approved pursuant to ORS 100.110 this 22 day of April  
1993.

MORELLA LARSON

Real Estate Commissioner

By: Stan F. Mayhew

MAY 12 1993 1847R

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EXHIBIT A

Stage IV Legal Description  
and Access Easement

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 84.20 feet, South 57°43'28" West 224.72 feet, WEST 140.00 feet and South 61°41'57" West 295.30 feet to the TRUE POINT OF BEGINNING; thence leaving said boundary and running South 31°43'03" East 166.40 feet; thence North 54°43'54" East 167.21 feet to a point on the Westerly boundary of Highlands Condominium Stage II as platted and recorded in File 73, Slides 750-752; thence along the westerly boundary of said Highlands Condominium Stage II North 28°32'04" West 145.82 feet to a point on the boundary of said Highlands Condominium Stage I; thence along said boundary South 61°41'57" West 175.30 feet to the TRUE POINT OF BEGINNING, 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 84.20 feet, South 57°43'28" West 224.72 feet, WEST 140.00 feet and South 61°41'57" West 295.30 feet; thence leaving said boundary and running South 31°43'03" East 166.40 feet to the TRUE POINT OF BEGINNING; thence South 44°24'59" West 140.00 feet; thence South 20°30'00" East 113.91 feet; thence North 52°43'25" East 190.23 feet; thence North 49°12'06" East 143.75 feet; thence North 15°07'49" East 9.18 feet to a point on the westerly margin of that certain ingress and egress easement recorded on Reel 1781, Instr. No. 92-44291 Lane County Oregon Deed Records; thence along the westerly margin of said easement North 15°07'49" East 47.76 feet to a point on the westerly margin of that certain ingress and egress easement recorded on Reel 1725, Instr. No. 91-51705 Lane County Oregon Deed Records; thence along the westerly margin of said last described ingress and egress easement along the arc of a 250.00 foot radius curve left (the chord of which bears North 13°18'25" West 69.28 feet) a distance of 69.50 feet, and South 58°09'38" West 51.62 feet; thence leaving said westerly margin and continuing South 58°09'38" West 185.00 feet to the TRUE POINT OF BEGINNING, 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 84.20 feet, South 57°43'28" West 224.72 feet, WEST 140.00 feet and South 61°41'57" West 295.30 feet; thence leaving said boundary and running South 31°43'03" East 166.40 feet; thence South 44°24'59" West 140.00 feet; thence South 20°30'00" East 113.80 feet to the TRUE POINT OF BEGINNING; thence South 52°43'25" West 80.00 feet; thence SOUTH 64.01 feet; thence North 83°49'27" East 105.58 feet; thence North 45°39'12" East 487.96 feet; thence North 89°49'27" East 240.00 feet to a point on the westerly boundary of Highlands Condominium Stage III as platted and recorded in File 74, Slides 3-5 of the Lane County Plat Records in Lane County, Oregon; thence along the Westerly boundary of said Highlands Condominium Stage III North 24°27'55" East 62.30 feet to a point on the Southerly margin of that certain ingress and egress easement described on Reel 1781, Instr. No. 92-44291 Lane County Oregon Deed Records; thence along the southerly margin of said easement along the arc of a 114.72 foot radius curve left (the chord of which bears North 87°26'48" West 59.18 feet) a distance of 59.85 feet, South 77°36'25" West 124.23 feet, along the arc of a 798.46 foot radius curve right (the chord

MAY 12 1993 1847R

9328363

Page 2 of Exhibit A - Legal Description

of which bears South 81°21'25" West 104.44 feet) a distance of 104.52 feet and South 74°40'08" West 97.09 feet; thence leaving said southerly margin and running South 52°20'16" West 57.01 feet; thence South 49°12'06" West 102.43 feet; thence South 52°43'25" West 196.88 feet to the TRUE POINT OF BEGINNING, all in Lane County, Oregon.

ALSO: Beginning at the Initial Point of Highlands Condominium Stage III as platted and recorded in File 74, Slides 3-5 of the Lane County Plat Records in Lane County, Oregon; thence North 7°00'00" East 30.00 feet to a point on the northerly margin of that certain ingress and egress easement recorded in Reel 1781, Instr. No. 92-44291 Lane County Oregon Deed Records; thence along the Northerly margin of said easement along the arc of a 468.57 foot radius curve right (the chord of which bears South 71°59'57" East 178.80 feet) a distance of 179.90 feet, along the arc of a 115.41 foot radius curve right (the chord of which bears South 30°30'00" East 117.15 feet) a distance of 122.87 feet, SOUTH 12.87 feet, along the arc of a 69.58 foot radius curve right (the chord of which bears South 39°00'00" West 87.58 feet) a distance of 94.72 feet and South 78°00'00" West 12.87 feet to a point on the easterly boundary of said Highlands Condominium Stage III; thence along the easterly boundary of said Highlands Condominium Stage III South 36°16'22" East 133.36 feet; thence leaving said easterly boundary and running North 27°14'31" East 400.93 feet to a point on the southerly boundary of Highlands Condominium Stage II as platted and recorded in File 73, Slides 750-752 of the Lane County Plat Records in Lane County, Oregon; thence along the southerly boundary of said Highlands Condominium Stage II North 61°15'47" West 197.44 feet, North 88°48'10" West 237.75 feet and South 7°00'00" West 110.00 feet to the TRUE POINT OF BEGINNING, all in Lane County, Oregon.

Together with an easement for ingress and egress more particularly described as follows:

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, South 57°43'28" West 224.72 feet, WEST 140.00 feet and South 61°41'57" West 295.30 feet; thence leaving said boundary and running South 31°43'03" East 166.40 feet to the TRUE POINT OF BEGINNING; thence South 31°43'03" East 30.00 feet; thence North 58°09'38" East 185.00 feet to a point on the westerly boundary of that certain ingress and egress easement recorded in Reel 1725, Instr. No. 91-51705 Lane County Oregon Deed Records; thence along the westerly boundary of said easement North 56°05'58" West 43.87 feet; thence leaving said westerly boundary and running South 54°43'54" West 167.21 feet to the TRUE POINT OF BEGINNING, 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, South 57°43'28" West 224.72 feet, WEST 140.00 feet and South 61°41'57" West 295.30 feet; thence leaving said boundary and running South 31°43'03" East 166.40 feet; thence South 44°24'59" West 140.00 feet; thence South 20°30'00" East 113.91 feet to the TRUE POINT OF BEGINNING; thence South 20°30'00" East 20.89 feet; thence North 52°43'25" East 196.88 feet; thence North 49°12'06" East 102.43 feet; thence North 52°20'16" East 57.01 feet to a point on the westerly margin of that certain ingress and egress easement recorded on Reel 1781, Instr. No. 92-44291 Lane County Oregon Deeds Records; thence along the westerly margin of said easement North 55°27'24" West 29.21 feet; thence leaving said westerly margin and running South 15°07'49" West 9.18 feet; thence South 49°12'06" West 143.75

MAY 12 1993 1847R

9328363

Page 3 of Exhibit A - Legal Description

feet; thence South 52°43'25" West 180.23 feet to the TRUE POINT OF BEGINNING, all in Lane County, Oregon.

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

ALSO: An easement for ingress and egress as recorded in Reel 1725,  
Instr. No. 91-51705 Lane County Oregon Deed Records.

ALSO: An easement for ingress and egress as recorded in Reel 1781,  
Instr. No. 92-44291 Lane County Oregon Deed Records.

MAY 12 1993 1847R

9328363

EXHIBIT B

Unit Number	Type of Unit	Approximate Square Footage
117	Flat	943
118	Flat	943
119	Townhouse	983
120	Townhouse	983
121	Townhouse	983
122	Townhouse	983
123	Flat	943
124	Flat	943
125	Flat	943
126	Flat	943
127	Townhouse	983
128	Townhouse	983
129	Townhouse	983
130	Townhouse	983
131	Flat	943
132	Flat	943
201	Flat	943
202	Flat	943
203	Townhouse	983
204	Townhouse	983
205	Townhouse	983
206	Townhouse	983
207	Flat	943
208	Flat	943
209	Flat	943
210	Townhouse	983
211	Townhouse	983

MAY 12 1993 1847R

9328363

212	Townhouse	983
213	Townhouse	983
214	Townhouse	983
215	Flat	943
216	Flat	943
409	Flat	943
410	Flat	943
411	Townhouse	983
412	Townhouse	983
413	Townhouse	983
414	Townhouse	983
415	Flat	943
416	Flat	943
G-18	Garage	230
G-19	Garage	230
G-20	Garage	230
G-21	Garage	230
G-22	Garage	230
G-23	Garage	230
G-24	Garage	230
G-25	Garage	230



MAY 12 1993 1647R

9328363

EXHIBIT C

Unit Number	Stages I - IV Allocation of Percentage Interest	Final Stage Minimum Allocation of Percentage Interest
101	0.915	.359
102	0.915	.359
103	0.954	.374
104	0.954	.374
105	0.954	.374
106	0.954	.374
107	0.915	.359
108	0.915	.359
109	0.915	.359
110	0.915	.359
111	0.954	.374
112	0.954	.374
113	0.954	.374
114	0.954	.374
115	0.915	.359
116	0.915	.359
117	0.915	.359
118	0.915	.359
119	0.954	.374
120	0.954	.374
121	0.954	.374
122	0.954	.374
123	0.915	.359
124	0.915	.359
125	0.915	.359
126	0.915	.359

MAY 12 1993 1847R

9328363

Unit Number	Stages I - IV Allocation of Percentage Interest	Final Stage Minimum Allocation of Percentage Interest
127	0.954	.374
128	0.954	.374
129	0.954	.374
130	0.954	.374
131	0.915	.359
132	0.915	.359
133	0.915	.359
134	0.915	.359
135	0.954	.374
136	0.954	.374
137	0.954	.374
138	0.954	.374
139	0.915	.359
140	0.915	.359
141	0.915	.359
142	0.915	.359
143	0.954	.374
144	0.954	.374
145	0.954	.374
146	0.954	.374
147	0.915	.359
148	0.915	.359
149	0.915	.359
150	0.915	.359
151	0.954	.374
152	0.954	.374
153	0.954	.374

153

9328363

Unit Number	Stages I - IV Allocation of Percentage Interest	Final Stage Minimum Allocation of Percentage Interest
154	0.954	.374
155	0.915	.359
156	0.915	.359
201	0.915	.359
202	0.915	.359
203	0.954	.374
204	0.954	.374
205	0.954	.374
206	0.954	.374
207	0.915	.359
208	0.915	.359
209	0.915	.359
210	0.915	.359
211	0.954	.374
212	0.954	.374
213	0.954	.374
214	0.954	.374
215	0.915	.359
216	0.915	.359
301	0.915	.359
302	0.915	.359
303	0.954	.374
304	0.954	.374
305	0.954	.374
306	0.954	.374
307	0.915	.359
308	0.915	.359

9328363

Unit Number	Stages I - IV Allocation of Percentage Interest	Final Stage Minimum Allocation of Percentage Interest
309	0.915	.359
310	0.915	.359
311	0.954	.374
312	0.954	.374
313	0.954	.374
314	0.954	.374
315	0.915	.359
316	0.915	.359
401	0.915	.359
402	0.915	.359
403	0.954	.374
404	0.954	.374
405	0.954	.374
406	0.954	.374
407	0.915	.359
408	0.915	.359
409	0.915	.359
410	0.915	.359
411	0.954	.374
412	0.954	.374
413	0.954	.374
414	0.954	.374
415	0.915	.359
416	0.915	.359
G-1	.11248	.044
G-2	.11248	.044
G-3	.11248	.044

9328363

Unit Number	Stages I - IV Allocation of Percentage Interest	Final Stage Minimum Allocation of Percentage Interest
G-4	.11248	.044
G-5	.11248	.044
G-6	.11248	.044
G-7	.11248	.044
G-8	.11248	.044
G-9	.11248	.044
G-10	.11248	.044
G-11	.11248	.044
G-12	.11248	.044
G-13	.11248	.044
G-14	.11248	.044
G-15	.11248	.044
G-16	.11248	.044
G-17	.11248	.044
G-18	.11248	.044
G-19	.11248	.044
G-20	.11248	.044
G-21	.11248	.044
G-22	.11248	.044
G-23	.11248	.044
G-24	.11248	.044
G-25	.11248	.044

9328363

## 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 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, 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.

LESS AND EXCEPT the following parcel:

## Parcel I: (Highlands Condominium Stage II)

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;

MAY 12 1993 1847R

9328363

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' 46" 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:

Parcel II: (Highlands Condominium Stage II)

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.

Containing 5.77 net acres more or less

LESS AND EXCEPT the following parcel:

Parcel III: (Highlands Condominium Stage III)