

9801262

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
AVALON VILLAGE HOMEOWNERS' ASSOCIATION**

THIS DECLARATION made this 12/11/77, by NORTHWEST LAND PARTNERS, LLC ("Declarant").

2894JAN.D8*98#05REC 120.00
2894JAN.D8*98#05PFUND 10.00

RECITALS

Declarant is the owner of the real property described in Exhibit "A" hereto attached, and the adjoining properties which will be developed as Lots I through 386 and Lots A through F depicted in the plat of Avalon Village Subdivision filed in the Plat Records of Lane County, Oregon (the "Property"), and desires to create thereon a planned community to be known as Avalon Village, with permanent roadways, utility installations and open spaces for the benefit of said community.

Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in Avalon Village and for the maintenance of the Property and improvements thereon. To this end, Declarant desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of the Property and each owner of any lot thereof.

Declarant deems it to be desirable for the efficient preservation of the values and amenities in Avalon Village to create a non-profit corporation with the powers of:

- a. Owning, maintaining and administering the common property and facilities;
- b. administering and enforcing the covenants and restrictions;
- c. Collecting and disbursing the assessments and charges hereinafter created; and
- d. Promoting the recreation, health, safety and welfare of the residents.

Declarant intends Avalon Village to be established, administered, and marketed in compliance with the provisions of the Oregon Planned Communities Act, ORS 94.550 to ORS 94.785. Accordingly, any inconsistencies between this Declaration and the Planned Communities Act shall be resolved in favor of the Planned Communities Act.

Declarant is reserving the right, but not undertaking the obligation, to annex additional property to the Association and subject it to the terms and provisions of this Declaration, the Articles and the Bylaws, as the same may be amended or supplemented. This right shall be limited to the property described as Exhibit "B," which may be developed as future phases of Avalon Village and the Common Area separately platted therein, as shown on the final plat of Avalon Village or approved reconfigurations of said lots.

NOW, THEREFORE, the Declarant declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Oregon Planned Community Act, ORS 94.550 et seq., and to the covenants, restrictions, easements, charges and liens hereinafter set

9801262

1 forth in this Declaration.

2 **ARTICLE 1**
3 **DEFINITIONS**

4 **1.1 "Articles"** shall mean the Articles of Incorporation for the non-profit corporation, Avalon
5 Village Homeowners' Association, Inc., as filed with the Oregon Corporation Commissioner.

6 **1.2 "Association"** shall mean and refer to Avalon Village Homeowners' Association, Inc., its
7 successors and assigns.

8 **1.3 "Bylaws"** shall mean and refer to the Bylaws of the Association.

9 **1.4 "Common Property"** shall mean and refer to the land shown on the recorded plat of the
0 Property and any future phases as Lots A, B, C, D, E, and F, including any improvements
1 thereon, which nonresidential open space lots are intended to be devoted to the common passive
2 use and enjoyment of the members consistent with applicable wetland mitigation requirements
3 and purposes.

4 **1.5 "Declaration"** shall mean the covenants, restrictions, and all other provisions set forth in this
5 Declaration of Covenants and Restrictions for Avalon Village.

6 **1.6 "Declarant"** shall mean and refer to NORTHWEST LAND PARTNERS, LLC, an Oregon
7 limited liability company, its successors or assigns, or any successor or assign to all remainder of
8 his or her interest in the development of the Property.

9 **1.7 "General Plan of Development"** shall mean the Declarant's general plan of development of
0 the Property as approved by appropriate governmental agencies and as set forth in this
1 Declaration which shall represent the total general plan and general uses of land within the
2 boundaries of the Property, as may be amended from time to time.

3 **1.8 "Living Unit" or "Unit"** shall mean and refer to any portion of a structure situated upon the
4 Property designed and intended for use and occupancy as a residence by a single family.

5 **1.9 "Lot"** shall mean and refer to each and any of Lots 1 through 386 of Avalon Village as shown
6 on the final recorded plat thereof, or any lot resulting from an approved reconfiguration thereof;
7 provided, however, that "Lot" shall not include any lot depicted on any plat of the Property which
8 is designated for use as Common Property on such plat or declaration of Avalon Village.

9 **1.10 "Occupant"** shall mean and refer to the occupant of a Living Unit who shall be either the
0 owner, lessee or any other person authorized by the owner to occupy the premises.

1 **1.11 "Owner"** shall mean and refer to the record owner, whether one or more persons or

1 entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract.
2 The foregoing does not include persons or entities who hold an interest in any Lot merely as
3 security for the performance of an obligation.

4 1.12 "Declared Property" shall mean and refer to Residential Lots 1 through 29, as more
5 particularly shown and described on shown on the recorded final plat of Avalon Village
6 Subdivision, File 75, Slides 543 through 545, Lane County, Oregon Plat Records, a copy of
7 which is attached hereto and incorporated herein as Exhibit "A," together with any of the
8 remaining lots shown on said recorded plat which may be subsequently annexed to the
9 Association by recorded supplemental declaration.

10 1.13 "Rules and Regulations" shall mean and refer to the documents containing rules and
11 regulations and policies adopted and amended from time to time by the Board of Directors of the
12 Association or the Architectural Review Board.

13 1.14 "Avalon Village" shall mean and refer to Lots 1 through 386 and all common property
14 within that certain development in Lane County, Oregon which is the subject of this declaration.

15 1.15 "Isles of Avalon" shall mean and refer to that portion of Avalon Village consisting of
16 Residential lots 232-386.

7 **ARTICLE 2**
8 **PROPERTY SUBJECT TO THIS DECLARATION**

9 The real property which is and shall be held, transferred, sold, conveyed and occupied subject to
0 this Declaration is located in the City of Eugene, Lane County, Oregon and consists of
1 Residential Lots 1 through 29 as more particularly shown and described on shown on the
2 recorded final plat of Avalon Village Subdivision, File 75, Slides 543 through 545, Lane
3 County, Oregon Plat Records, a copy of which is attached hereto and incorporated herein as
4 Exhibit "A," together with any of the remaining numbered residential lots and lettered
5 wetland/open space lots shown on said recorded plat which may be subsequently annexed to the
6 Association by recorded supplemental declaration.

7 **ARTICLE 3**
8 **GENERAL PLAN OF DEVELOPMENT**

9 3.1 **General.** The Declarant has secured final land use approval for a tentative subdivision
0 plat of Avalon Village Subdivision, consisting of 386 residential Lots and six common-area lots
1 within the urban growth boundary and city limits of the City of Eugene in Lane County, Oregon.
2 The subdivision plat adjoins Barger Avenue on the north and the proposed Avalon Avenue on
3 the south. The proposed development consists of three kinds of lots: The Isles of Avalon (Lots
4 232-386), located in the southeastern part of the platted area, are compact lots served by common

9801262

"courtyard" driveways. The remaining residential lots, located in the northern and western parts of the platted area, are larger lots with individual driveway access. The Common Areas (Lots A-F), located toward the middle of the site, are nonresidential open space lots which will be owned, managed, and maintained by the Association.

The Declarant intends to develop the Property in several phases, with the size of each phase depending on market conditions. The first phase will consist of 30 lots at the north end of the platted subdivision and will take access from Barger Avenue. Streets and utilities will be installed to all lots in each phase prior to the sale of any lot in that phase. Additional phases will be annexed to the association through supplemental declarations hereto. The subdivision's common areas, consisting of Lots A-F, as shown on Exhibit A hereto, will be submitted to this declaration at or before the time that 75% of the lots in Avalon Village have been annexed. Financial responsibility for maintenance and management of the common areas will be retained by Declarant until annexation, after which it will be the responsibility of the Homeowners Association.

3.2 Ownership of Common Property. The Declarant shall convey the Common Property which has been annexed to the Association within sixty (60) days after it has been annexed. In the event the Common Property is ever assessed for property tax purposes separately from the Lots, the Association, by and through its Board of Directors, shall take such steps as may be necessary to assess all Owners equally for their share of such taxes and to pay such property taxes on a current basis.

3.3 Improvements in the Common Property. The Common Property (Lots A-F on Exhibit "A" hereto) consists of natural wetland and open space areas and landscaped buffers adjoining certain public streets. Landscaping in buffer areas will be completed prior to conveyance of any adjacent Lot to any Owner. Improvements within open space and wetland common areas will be limited to those which are consistent with applicable wetland mitigation permits, such as walkways, blinds, and rain shelters.

ARTICLE 4 USE RESTRICTIONS; ARCHITECTURAL CONTROLS AND MAINTENANCE RESPONSIBILITIES

4.1 General.

4.1.1 Governmental Restrictions. All uses, occupancy, construction and other activities conducted on any Lot shall conform with and be subject to applicable zoning, use restrictions, lighting restrictions, noise restrictions, parking requirements, environmental regulations, setback requirements, construction and building codes of all local, state and federal public authorities. In case of conflict between governmental requirements and these covenants, conditions, and restrictions, the more restrictive private requirement shall control to the extent allowed by applicable laws. The decision of the Board of Directors shall govern in determining which rule is more strict.

4.1.2 Outdoor Storage. No outdoor storage of recreational vehicles, trailers or boats shall be allowed on the Common Property or outdoors on any Lot, unless behind a site-obscuring fence which is at least 5 feet high and complies with all applicable covenants and regulations.

4.1.3 Garages. No garage shall be used for any purpose other than storage of automobiles, pickups, vans, "four wheel drive vehicles" and motorcycles, if such vehicles are intended and used for ordinary highway transportation of passengers. Additionally, fishing or pleasure boats may be stored in one parking space of a garage if it can be completely enclosed when the garage door is closed; provided, however, at least one garage space shall be used for the family vehicle. Driveway areas between the fronts of dwellings and the street shall not be used for regular parking.

4.1.4 Combination, Division. No Owner shall have the right to divide any Lot. Any Owner, upon compliance with the requirements of all applicable zoning, building and land use laws, regulations and ordinances, and the architectural requirements of the Declaration and any rules and regulations of the Association may construct (reconstruct or replace) one Living Unit on two or more residential lots without consolidating those lots.

4.2 Use

4.2.1 General All Lots and Living Units shall be used for residential, recreation, home office, and vacation purposes only. No commercial, retail or industrial use shall be allowed on any Lot or in any Living Unit; provided however, subject to compliance with applicable laws and any rules or regulations of the Association, an owner may rent a Living Unit on a monthly or longer-term basis, even though such rental activity is considered a commercial use.

4.2.1 Yard and Garage Sales

No more than four yard or garage sales per year may take place on any lot. No such sale may be more than three days in duration or within three days of another sale on the same lot.

4.3 Exterior Improvements.

4.3.1 Structures on Lots. Except as otherwise specifically provided in this Declaration, no fence, outbuilding, residential building, or other structure of any type shall be erected, altered, placed or permitted to remain on any Lot other than the original dwellings as originally constructed or replaced in a manner having a substantially similar appearance to the original dwelling.

4.3.2 Improvements on Common Property. No Owner shall construct or place any structure, material, planting, equipment or any object of any kind on any portion of the Common Property, unless granted written permission by the Board of Directors, and then only in strict compliance with such authorization.

9801262

4.3.3 Walls and Fences. No wall or fence or segment thereof in Avalon Village shall be constructed or altered without:

- (a) compliance with the provisions of Section 4.7 hereof; and
- (b) written consent of all Owners of living units on annexed lots on or adjacent to the proposed wall or fence.

4.4 Exterior Maintenance, Repair and Replacement.

4.4.1 Association Responsibilities. The Association shall perform all maintenance, repair and replacement of the common areas, including landscaping and utilities therein.

4.4.2 Owner Responsibilities. Each Owner shall perform all maintenance, repair and replacement of the interior of such Owner's Living Unit, and shall perform all maintenance, planting, pruning, mowing and cleaning of all lawns and landscaping on such Owner's Lot within areas enclosed by a fence or courtyard. Except as otherwise specifically provided herein, each Owner shall be responsible for the maintenance, repair and replacement of any utilities, improvements, or materials located within the boundaries of such Owner's Lot.

4.5 Antennas and Underground Utilities. All electrical distribution and transmission utilities shall be underground. Except for standard connection boxes and drops no higher than five feet from grade, no outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, antennae, satellite receiving dish, tower or other structure for independent reception, transmission or support of any of the above shall be erected, placed or maintained within the Property; provided, however, that receiver dishes or antennas not more than 30 inches in diameter may be mounted on the rear of a dwelling located below the roofline and in such a manner as not to be visible from any street within Avalon Village.

4.6 Leases/Rentals. Each Owner shall have the right to lease or rent his or her Living Unit for any period of time, subject to full compliance with applicable laws, the Articles, Declaration, Bylaws and Rules and Regulations of the Association and applicable local, state and federal laws. All such leases or rental agreements shall be in writing and shall be deemed to provide that their terms shall be subject in all respects to the provisions of this Declaration, the Articles, Bylaws and Rules and Regulations of the Association and that any failure by the lessee or renter to comply with the provisions of such documents shall constitute a default under said lease or rental agreement. The lessee's or renter's use and enjoyment of the Common property under such lease or rental agreement shall be subject to suspension by the Board of Directors for any of the causes set forth elsewhere in this Declaration, including, without limitation, the nonpayment of assessments with respect to the Lot occupied by the lessee or renter. Any such lessee or renter shall be entitled to the use and enjoyment of the Common Property; provided, an Owner may not sever the right to the use and enjoyment of the Common Property from the right to occupy his or

1 her Lot and the improvements thereon by means of a lease, rental agreement or otherwise.

2 **4.7 Temporary Structures.** No tent, shed, trailer, vehicle, or other temporary structure shall be
3 used at any time as a permanent or temporary residence.

4 **4.8 Cluster Lot Development Standards.** For cluster subdivision lots, i.e., less than 4,500
5 square feet of area, and with relaxed frontage, depth, and width, lot requirements, the following
6 restrictions apply: Building height will not exceed 25 feet as defined by Eugene Code. Yard
7 setbacks for house and garage access shall not be less than 5 feet from the 20-foot-wide private
8 common driveway as created by public or private easements. Building coverage shall not exceed
9 75 percent of the lot area. Solar requirements of the Eugene Code will not apply to such cluster
10 lots. However, parking requirements for the R-1 district shall apply, i.e., two spaces per dwelling
11 unit.

12 **4.7 Architectural Review Board.**

13 **4.7.1 Composition.** The Board of Directors shall serve also as an Architectural Review Board
14 and shall use the same quorum and voting requirements and a single set of bylaws in both roles.

15 **4.7.2 Duties and Authority.** It shall be the duty of the Architectural Review Board to regulate
16 the external design, appearance, location and maintenance of all the Property and of
17 improvements thereon, whether on a Lot or Common Property, and to regulate use of such
18 Property as described in this Declaration. Upon conveyance of the first Lot to an Owner, the
19 Architectural Review Board shall adopt general rules to implement the purposes and interpret the
20 covenants of this Article, including but not limited to design review standards and procedures,
21 rental and leasing regulations, and the regulation of animals, parking, antennas, storage and use
22 of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash
23 containers, planting, maintenance and removal of vegetation, and use and management of
24 common areas.

25 **4.7.3 Approval Required.** No outbuilding, fence, wall or other structure of any type shall be
26 commenced, erected or maintained upon the Property, nor shall any exterior addition to, change
27 in, painting or staining of, or alteration to any Living Unit, outbuilding, fence, wall, or other
28 structure on the Property of any type be made until the plans and specifications showing the
29 nature, kind, shape, height, materials, color and location of the same shall have been submitted to
30 and approved in writing by the Architectural Review Board as to the harmony of external design,
31 materials, color and location in relation to surrounding structures and topography.

32 **4.7.4 Procedure.** Except as provided below concerning painting, an Owner wishing to take any
33 action requiring approval under this Article shall give notice of such proposed action to the
34 Architectural Review Board, together with complete plans and specifications therefor. The
35 Architectural Review Board shall meet to review the Owner's request within thirty (30) days of

receipt and shall render a decision by the vote of a majority of Board Members present within thirty (30) days of receipt. Interested Owners shall have an opportunity to comment on the request at all such meetings, which shall be open to all Owners. If the Architectural Review Board fails to render a written decision within the time allowed, the request shall be deemed to be approved.

4.7.5 Expedited Review Procedure for Painting. Exterior painting and staining may proceed not less than 14 calendar days after accurate paint samples together with the address of the lot and the name and address of the lot owner have been mailed or physically delivered to the Association at its then-current official address by the lot owner unless within that time the Association has given written notice to the lot owner that prior Board review and approval will be required. Such notice shall be presumed to have been given if mailed to the address provided not less than 10 days after receipt by the Association.

4.7.6 Appeal. The decision of the Architectural Review Board under this Article (including any failure to approve or disapprove within the time allowed) shall be subject to appeal by any Interested Owner as set forth in this Article. Upon the payment of a reasonable fee established by the Architectural Review Board to cover administrative costs not to exceed Two Hundred Fifty Dollars (\$250), any interested Owner may appeal the decision of the Architectural Review Board to the Association members. The appeal shall be made in writing and shall be filed with the Secretary of the Association within thirty (30) days of the decision of the Architectural Review Board. The Board of Directors shall call a special or ballot meeting to be held after ten (10) days notice and within thirty (30) days after the appeal has been filed with the Secretary of the Association. It shall require a vote of at least a majority of the votes of each Class of Association members to reverse or modify the decision of the Architectural Review Board. The amount of the appeal fee may be adjusted by the Board to more closely reflect the Association's costs actually or typically incurred in reaching its initial decision on appeal.

4.7.7 Exemptions. The following actions by the following persons shall be exempt from the provisions of this Article:

(a) The planting of any shrubs, flowers or other plants by any Owner within a fenced area on such Owner's lot;

(b) Any nontrespassory act of the Declarant in implementing its General Plan of Development with respect to any Lot or any portion of the Common Property in the development.

4.7.7 Delegation. The Board of Directors may delegate the duties of the Architectural Review Board to a committee appointed by the Board composed of not less than three (3) Owners or two (2) Owners and a licensed non-Owner Oregon architect compensated by the Association.

4.8 Other Restrictions. Owners are also bound by the easements, covenants and restrictions in

9801262

the following instruments, as the same may from time to time be amended as provided in such instruments:

- a. Site Review Agreement between the Declarant and the City of Eugene, recorded DEC 11th 1997, as Instrument No. 9784038, Lane County Real Estate Records.

- b. Final Subdivision Plat for Avalon Village Subdivision, recorded as File No. 75, Slides 593 through 595, Lane County, Oregon Plat Records.

ARTICLE 5

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

5.1 Members. Each Owner shall be a mandatory member of the Association. Membership in the Association shall be to appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot automatically transfers membership in the Association. Occupants and Owners shall be governed and controlled by this Declaration, the Articles, Bylaws, and rules and regulations of the Association and any amendments thereof.

5.2 Proxy. Each Owner may cast his or her vote by absentee ballot or pursuant to a proxy executed by the Owner. An Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one (1) year after its date, unless the proxy specifies a shorter term.

5.3 Voting Rights. The Association shall have two (2) classes of voting members:

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

5.3.2 Class B. The Class B member shall be the Declarant, its successors and assigns. The Class B member shall have three (3) votes for each Lot owned. Provided, however, that all Class B memberships shall cease upon the earlier of a date five (5) years from the recording of this Declaration or the conveyance by the Declarant of Lots, representing seventy-five percent (75%) of the total number of votes ("termination date"). Thereafter, each Owner, including the

9801262

Declarant, shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which owners are entitled to vote, and the total number of votes shall be equal to the total number of Lots.

When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed. Fractionalized or split votes shall be disregarded, except for purposes of determining a quorum. The total number of votes as of such termination date and thereafter shall be equal to the total number of Lots annexed to the Property and subjected to this Declaration as of such termination date.

5.4 Procedure. All meetings of the Association, the Board of Directors, the Architectural Review Board, and Association committees shall be conducted in accordance with such rules of order as may from time to time be adopted by the Board of Directors. A tie vote does not constitute a majority or approval of any motion or resolution.

ARTICLE 6 DECLARANT CONTROL AND TURNOVER TO ASSOCIATION

6.1 Interim Board and Officers. Initial control and subsequent turnover to the Avalon Village Homeowners Association are intended by the Declarant to comply with the turnover provisions of the Oregon Planned Community Act, ORS 94.600 to 94.621. The Declarant hereby reserves administrative control of the Association. The Declarant, in his or her sole discretion, shall have the right to appoint and remove members of a three-member Interim Board of Directors, which shall manage the affairs of the Association, and which shall be invested with all powers and rights of the Board of Directors. Notwithstanding the provisions of this Section, at the Turnover Meeting at least one (1) Director shall be elected by Owners other than the Declarant, even if the Declarant otherwise has voting power to elect all five (5) Directors.

6.2 Transitional Advisory Committee. The Declarant shall form a Transitional Advisory Committee to provide for the transition of administrative control of the Association from the Declarant to the Class A members. Not later than the sixtieth (60th) day after the Declarant has conveyed Lots representing fifty percent (50%) of all votes in Avalon Village, the Declarant shall call a meeting of Owners for the propose of selecting a Transitional Advisory Committee. The committee shall consist of three (3) members. The Class A members shall, by a majority vote, elect two (2) members, and the Declarant shall elect one (1) member. The committee shall have reasonable access to such information and documents as the Declarant is required by the Oregon Planned Community Act (ORS Chapter 94) or other applicable law to make available.

6.2.1 Declarant's Failure to Call Meeting. If the Declarant fails to call the meeting required under this section, any Owner may do so.

6.2.2. Owner's Failure to Select Members. If the Owners do not select members for the

1 Transitional Advisory Committee as provided under Paragraph 6.2 hereof before the turnover
2 meeting, the Declarant shall have no further obligation to form the Transitional Advisory
3 Committee.

4 **6.3 Turnover Meeting.** The Declarant shall call a meeting for the purpose of turning over
5 administrative control of the Association from the Declarant to the Class A members within one
6 hundred twenty (120) days of the earlier of:

7 **6.3.1 Date Certain.** A date five (5) years from the date this Declaration is recorded; or

8 **6.3.2 Based on Lots Sold.** The date that Lots representing seventy-five percent (75%) of the total
9 number of votes have been conveyed to persons other than the Declarant.
10 The Declarant shall give notice of the meeting to each Owner as provided in the Bylaws. If the
11 Declarant does not call the meeting required under this section, any Owner may do so.

12 **6.3.4. Failure of Declarant to Call Meeting.** If the Declarant does not call a turnover meeting
13 within the required period, the Transitional Advisory Committee or any Owner may call such a
14 meeting and give notice as required by this section.

15 **6.3.5. Turnover procedures.** At the turnover meeting, the interim directors shall resign and
16 their successors shall be elected by the Owners, including the Declarant, as provided herein and
17 in the Association bylaws. The Declarant shall then turn over to the homeowners association the
18 responsibility for the administration of Avalon Village and the association shall, by resolution of
19 the new board of directors, accept the administrative responsibility from the Declarant. At the
20 turnover meeting, the Declarant shall deliver to the Association those items specified in the
21 Oregon Planned Communities Act (ORS 94.616), and the Declarant or the Declarant's
22 representative shall be available to meet with the Board as provided in ORS 94.616(4).

23 **ARTICLE 7**
24 **COMMON PROPERTY**

25 **7.1 Obligations of the Association.** Subject to the rights of Owners set forth in this Declaration,
26 the Association shall be responsible for the exclusive management and control of the Common
27 Property and any improvements thereon and shall keep the same in good, clean, attractive and
28 sanitary condition, order and repair, consistent with all applicable wetland preservation and
29 mitigation requirements. Insofar as consistent with the Planned Community Act and applicable
30 wetland mitigation permits, this authority includes the conveyance or dedication of open space
31 easements over or fee title in common areas to governmental bodies or nonprofit land trusts
32 subject to restrictions of record that assure the continued protection and maintenance of such
33 areas for wetland and open space purposes.

34 **7.2 Members' Easement of Enjoyment.** Subject to the provisions of this Declaration, the
Bylaws, and Rules and Regulations of the Association, every Owner shall have a nonexclusive

right and easement of enjoyment in and to the Common Property, which shall be appurtenant to and shall pass with the title to every Lot.

7.3 Extent of Members' Easements. The members' easements of enjoyment created hereby shall be subject to the following:

7.3.1 Subject to Rules and Fees. The right of the Association to establish reasonable rules and to charge reasonable assessments and fees for capital expenditures on the Common Property and the maintenance and upkeep of the Common Property and payment of all Association expenses.

7.3.2 Suspension of Member's Right. The right of the Association to suspend the right of an Owner or any occupant of a Lot to use the Common Property and facilities for any period during which any assessment against such Owner or occupant's Lot remains unpaid for more than thirty (30) days after notice of such nonpayment; the right of the Association to suspend the right of a member to use any Common Property for a period not to exceed sixty (60) days for any other infraction of the Declaration, Bylaws or the Rules and Regulations of the Association. Provided, however, that no such suspension pursuant to this subsection 3.2 shall deprive an Owner of access to his or her Lot.

7.3.3 Sale of Common Property. As provided by ORS 94.665, the right of the Association to sell, dedicate or transfer any portion of the Common Property or to create a security interest therein. Except as to the grant of easements for utilities and similar or related purposes, no such sale, dedication or transfer shall be effective unless approved by seventy-five percent (75%) of the votes of both Class A and Class B members. Provided further, if there is only one class of votes, such sale, dedication or transfer (except for utility and similar easements) must be approved by seventy-five percent (75%) of the votes held by Owners other than the Declarant.

7.4 Declaration of Use. Any Owner may delegate his or her right of enjoyment to the Common Property and facilities to the members of the Owner's family and to a reasonable number of guests subject to general regulations as may be established from time to time by the Association and included within the Association's Book of Resolutions.

7.5 Damage or Destruction of Common Property by Owner. In the event any Common Property is damaged or destroyed by an Owner or any of his or her guests, tenants, licensees, agents or members of his or her family in a manner that would subject such Owner to liability for such damage under Oregon law, such Owner does hereby authorize the Association to repair such damage; the Association shall repair damage in a good and workmanlike manner as originally constituted or as the area may be modified or altered subsequently by the Association in the discretion of the Association. The reasonable cost necessary for such repairs shall become a special assessment upon the Lot of the Owner who caused or is otherwise responsible for such damage.

ARTICLE 8

**COVENANTS FOR MAINTENANCE ASSESSMENTS/SPECIAL
ASSESSMENTS; AND COMMON PROFITS**

8.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association (1) regular assessments or charges for common expenses, and (2) special assessments as provided in Section 8.7. All such assessments, together with interest thereon at the rate established from time to time by resolution of the Board of Directors and together with all other costs, fees, charges and fines allowed by law, shall be a lien and charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Such lien shall exist and be executed, recorded and foreclosed in the manner provided by law.

8.2 General Assessments.

8.2.1 Purpose of Assessments. The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property, and for the improvement and maintenance of such Property, including payment of premiums for insurance required under this Declaration and to fund a replacement reserve for those items the Association has maintenance responsibility, and for payment of any common operating expenses such as landscaping, maintenance, Association management services, legal and accounting services and the like. Neither the Association, nor any assessments of the Owners shall be used to engage in lobbying or to exert political influence.

8.2.2 Basis for Assessment. There shall be one level assessments against Lots to pay for the following items:

- (1) Expenses of administration.
- (2) Expenses of maintenance, repair or replacement of wetlands and all improvements and buildings on the Common Property.
- (4) Any deficit in common expenses for any prior period.
- (5) Utilities for the Common Property and other utilities with a common meter or commonly billed, such as water and sewer.
- (6) The cost of any professional management or architectural review services desired by the Board of Directors.
- (7) Any other items properly chargeable as an expense of the Association.
- (8) Reserve items as more particularly set forth in Sections 8.5 and 8.6.

All initial, general and special assessments shall be equally allocated among the Lots.

8.2.3 Method of Assessment. The Board of Directors shall determine the annual assessment in accordance with the provisions hereof, provided, however, the annual assessment shall be sufficient to meet the obligations imposed by the Declaration. The budget shall be presented to Association and may be amended by a majority of the votes of each class of members. Both annual and special assessments must be fixed at a uniform rate for all Lots. The Board shall set the date(s) such assessment shall become due. The Board may provide for collection of assessments annually or in monthly, quarterly or semi-annual installments; provided, however, upon the default in the payment of any one or more installments, the entire balance of such assessment may be accelerated at the option of the Board and be declared due and payable in full, together with interest and attorneys fees and costs as hereinafter provided.

Notwithstanding any other provisions of this Section 8.2, the general assessments of the Association may not be increased by more than twenty percent (10%) in any one year without approval of a majority of the Owners at a meeting at which a quorum exists, or a majority of the votes of all Owners, if the vote is taken by written ballot.

8.3 Date of Commencement of Annual Assessments. The general assessments with respect to the Lots shall commence at the time the Directors declare, but in no event later than the first day of the month following the conveyance of a Lot to an Owner other than the Declarant. Following such declaration, the pro rata annual assessment shall commence with respect to an improved Lot within the Property upon the substantial completion of a Living Unit on such Lot.

8.4 Initial Assessment. Upon the closing of the sale of each Lot to an Owner other than the Declarant in Avalon Village (regardless of whether such Lot has been improved with a Living Unit), each Owner shall contribute a sum equal to two (2) times the monthly assessment (as determined for lots improved with Living Units) as a one-time contribution to the working capital of the Association, together with such other sums as may be called for by the sales agreement and Bylaws. Within sixty (60) days after conveyance by the Declarant of the first Lot in the Property, the Declarant shall make such contribution in respect to all Lots in the Property which have not yet been conveyed to a purchaser. If the Declarant has made such contribution, no further contributions shall be required to the Association, but each purchaser, upon closing, shall reimburse the Declarant for the amount of such contribution made by the Declarant in respect to the Lot conveyed. In the event that the monthly assessments have been reduced pursuant to the authority granted to the Declarant to subsidize the Association's budget, the initial deposit to the Association pursuant to this section shall be equal to twice the monthly assessment based upon the projected amount of assessments upon the substantial completion of Living Units on all Lots then subject to this Declaration.

8.5 Common Property Reserve Account. The assessment against each Lot, regardless of whether it has been improved with a substantially complete Living Unit, shall include an amount allocated to a reserve account established for the purpose of funding replacements of those elements of the Common Property that will normally require replacement, in whole or in part, in

1 more than three (3) and less than thirty (30) years. Amounts assessed with respect to reserves
 2 shall take into account the estimated remaining life of the items for which the reserve is created
 3 and the current replacement cost of such items. The assessments pursuant to this section shall
 4 accrue from the date of conveyance of the first Lot in the Property. The Declarant, at the
 5 Declarant's option, may defer payment of the accrued assessments for a Lot pursuant to this
 6 section until the date the Lot is conveyed to an Owner other than the Declarant, at which time
 7 such accrued assessments shall be paid to the Association. The Declarant may require the Owner
 8 to whom such Lot is conveyed to reimburse the Declarant for such portion of the assessment.

9 **8.6 Living Unit Reserve Account/Operating Reserve.** The assessment against each Lot that has
 10 been improved with a substantially completed Living Unit shall include an amount allocated to a
 11 reserve account established for the purpose of funding necessary maintenance and repairs of
 12 common areas. Amounts assessed with respect to reserves shall take into account the estimated
 13 remaining life of the items for which the reserves are established and the current replacement
 14 cost of such items. The assessment under this section shall accrue from the date a Lot is
 15 improved with a substantially completed Living Unit. The Declarant, at the Declarant's option,
 16 may defer all accrued assessments until the lot is sold, at which time such account assessment
 17 shall be paid to the Association. The Declarant may require the Owner to whom such Lot is
 18 conveyed to reimburse the Declarant for this portion of the assessment.

19 The Board of Directors shall also fund a general operating reserve account by allocation and
 20 payment thereto monthly of an amount determined by the Board of Directors and assessed
 21 against the owner of each Living Unit.

2 **8.7 Special Assessments.** The Board of Directors shall have the power to levy special
 3 assessments against an owner or all owners in the following manner for the following purposes:

4 (a) To correct a deficit in the operating budget by vote of a majority of the Board;

5 (b) To collect amounts due to the Association from an owner for breach of the owner's obligations
 6 under the Declaration, these Bylaws, or the Association's rules and regulations, by vote of a
 7 majority of the Board;

8 (c) Upon vote of a majority of the Board of Directors, to make repairs or renovations to the
 9 common property for which the Association has the responsibility of maintenance and
 10 replacement if sufficient refunds are not available from the operating budget or replacement
 11 reserve accounts; or

12 (d) To make capital acquisitions, additions or improvements, by vote of at least seventy-five
 13 percent (75%) of all votes allocated to the Lots.

14 **8.8 Effect of Non-Payment of Assessments: Remedies of the Association.** In addition to any
 15 other remedies provided by law, the Association may bring an action at law against the Owner
 16 personally obligated to pay the same or foreclose a lien upon the Property. No such action or a

9801262

judgment entered therein shall be a waiver of the lien of the Association. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his or her Lot.

8.9 Subordination of the Lien to Mortgages. The lien with respect to any assessment provided for herein shall be prior to any homestead exemption and all other liens and encumbrances on a Lot, except:

(a) A first mortgage of record; and

(b) A lien for real estate taxes and other governmental assessments or charges; and

(c) Liens and encumbrances recorded before the recordation of this Declaration.

Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments which became due prior to such sale or transfer.

8.10 Common Profits. Profits arising from any operation or from the sale of any Association asset shall be shared among the Owners in proportion to their liability for payment of assessments, i.e. equally, unless some lots are unimproved.

ARTICLE 9 DECLARANT'S SPECIAL RIGHTS

Until the Living Units on all Lots on the Property have been constructed, fully completed and sold, with respect to the Common Property and each Lot on the Property, the Declarant shall have the following special rights:

9.1 Sales Office and Model. The Declarant shall have the right to maintain a sales office and model homes on Lots which the Declarant owns. The Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.

9.2 "For Sale" Signs. The Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the Property, including, without limitation, the Common Property.

9.3 Declarant Easements. The Declarant has reserved easements over the Property as more fully described in Article 12 hereof.

ARTICLE 10 DAMAGE AND DESTRUCTION

10.1 Insurance Proceeds Sufficient to Cover Loss. In case of fire, casualty, or any other

1 damage and destruction, the insurance proceeds of the master policy, if sufficient to reconstruct
2 the damaged or destroyed property, shall be applied to such reconstruction which shall
3 commence within one hundred twenty (120) days of such damage, or as soon thereafter as
4 proceeds are available. Reconstruction of the damaged or destroyed building, as used in this
5 paragraph, means restoring the building to substantially the same condition in which it existed
6 prior to the fire, casualty or disaster, with each Living Unit and the Common Property having the
7 same boundaries as before. Such reconstruction shall be accomplished under the direction of the
8 Board of Directors.

9 **10.2 Insurance Proceeds Insufficient to Cover Loss.** If the insurance proceeds are insufficient
10 to reconstruct the damaged or destroyed building, the damage to, or destruction of, such building
11 shall be promptly repaired and restored under supervision of the Board of Directors, using the
12 proceeds of insurance, if any, on the building for that purpose and all the Owners shall be liable
13 for assessment for any deficiency for such reconstruction, such deficiency to take into
14 consideration as the Owner's contribution any individual policy insurance proceeds provided by
15 such Owner. Such reconstruction shall commence within one hundred twenty (120) days of such
16 damage, or as soon thereafter as proceeds are available.

17 **10.3 Architectural Changes After Damage or Destruction.** Notwithstanding all other
18 provisions hereof, the Owners may, by an affirmative vote of a majority of both classes of
19 members cause an amendment to be made to the Declaration and Bylaws so as to facilitate
20 architectural changes that the Owners affected thereby and the Association deem desirable if, and
21 only if, the partial or total destruction of the Property by fire, casualty or other disaster is so great
22 as to require the substantial reconstruction of the whole of the building. Any such amendment of
23 the Declaration and Bylaws shall be valid only upon (i) the recording thereof with the appropriate
24 officer or Lane County; and (ii) the recording with that recording officer of the approval thereof
25 of each mortgagee and each other lienholder of record having a lien against any part of the
26 project, or building, affected by such amendment.

27 **ARTICLE 11**
28 **CONDEMNATION OF COMMON PROPERTY**

29 In the event that all or any portion of the Common Property is appropriated as the result of
30 condemnation or threat or imminence thereof, the following rules and guidelines shall apply:

1 **11.1 Representation by Association.** The Board of Directors of the Association shall have the
2 sole authority, right and duty to represent each of the Owners for the purpose of negotiating and
3 contesting, if it deems so doing to be necessary or appropriate, any condemnation award offered
4 by the condemning authority in question and may authorize expenditures and assessments to
5 retain adequate counsel or other experts for such purposes.

6 **11.2 Allocation of Condemnation Award.** The Board of Directors of the Association shall
7 allocate and distribute any condemnation award received by it with respect to the Common

9801262

Property to the Owners in proportion to the diminution in fair market value incurred by them with respect to their respective Lots and improvements as a result of said condemnation.

11.3 Arbitration. In the event of any controversy by, among or between any Owner or Owners and the Board of Directors arising under this Section, each of the disputing parties shall choose one (1) arbitrator and such arbitrators shall choose one (1) additional arbitrator. The three (3) arbitrators shall resolve the controversy by majority vote and said decision shall be final, binding and unappealable upon the disputing parties. Any action or decision of the Board of Directors pursuant to this Section shall carry a rebuttable presumption of correctness for purposes of arbitration pursuant to this Section. The disputing parties each shall pay all the fees and expenses of the arbitrator designated by each of them and shall pay equally all fees and expenses of the third arbitrator. The disputing parties each shall pay their own expenses in connection with the arbitration.

11.4 Retention of Rights. No provision of this Section shall be construed as negating the right of the individual Owners to such incidental relief as the law may provide as a result of the condemnation of the Common Property.

ARTICLE 12 EASEMENTS

12.1 Association's Easements. The Declarant hereby grants to the Association a blanket easement with respect to all Lots on the Property for the purpose of maintaining, repairing and replacing improvements, utilities, and landscaping when as required or authorized by this Declaration. The easement granted in this Section shall be perpetual and shall run with the land.

12.2 Declarant's Easements. The Declarant hereby reserves to itself a blanket construction easement over, upon, through and under the Property, including, without limitation, all Lots and Common Property, for all purposes reasonably required in carrying out the General Plan of Development as set forth in the recorded plat and site review agreement for Avalon Village, as they may be amended from time to time, including reasonable ingress and egress for the construction and installation of utilities and improvements consistent with the recorded plat and site review agreement. The easement herein reserved shall include the right to store materials on the Common Property at such places and for such periods as may be reasonably required to effect the purposes for which this easement is reserved. The easement shall be perpetual and shall run with the land and shall be freely assignable by the Declarant.

12.3 Owners Easements. Declarant hereby grants to each Owner an easement over the Common Property and over other Lots for roof overhangs and other minor encroachments into the Common Property or other Lots arising from the Living Unit having not been constructed or having been reconstructed precisely on the Lot line. This easement shall be perpetual and shall run with the land.

**ARTICLE 13
GENERAL PROVISIONS**

1
2
3 **13.1 Records.** The Board of Directors shall preserve and maintain minutes of the meetings of the
4 Association, the Board and any committees. The Board of Directors shall also keep detailed and
5 accurate financial records including individual assessment accounts of owners, the balance sheet
6 and income and expense statements. Individual assessment account shall designate the name and
7 address of the Owner or Owners of the Lot, the amount of each assessment becomes due, the
8 amounts paid upon the account, and the balance due on the assessments. The minutes of the
9 Association, the Board and committees, and the Association's financial records shall be
10 reasonably available for review and copying by the Owners. A reasonable charge may be
11 imposed by the Association for providing copies.

12 **13.2 Indemnification of Directors, Officers, Employees and Agents.** The Association shall
13 indemnify any Director, officer, employee or agent who was or is a party or is threatened to be
14 made a party to any threatened, pending or completed action, suit or proceeding, whether civil,
15 criminal, administrative or investigative (other than an action by the Association) by reason of
16 the fact that he or she is or was a Director, officer, employee or agent of the Association or is or
17 was serving at the request of the Association as a Director, officer, employee or agent of another
18 corporation, partnership, joint venture, trust or other enterprise, against expenses (including
19 attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred
20 by said person in connection with such suit, action or proceeding if he or she acted in good faith
21 and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the
22 Association, and, with respect to any criminal action or proceedings, had no reasonable cause to
23 believe his or her conduct was unlawful. The termination of any action, suit or proceeding by
24 judgment, order, settlement, conviction, or with a plea of no contest or its equivalent, shall not of
25 itself create a presumption that a person did not act in good faith and in a manner which he or she
26 reasonably believed to be in, or not opposed to, the best interest of the Association, and, with
27 respect to any criminal action or proceedings, had reasonable cause to believe his or her conduct
28 was unlawful. Payment under this clause may be made during the pendency of such claim, action,
29 suit or proceeding as and when incurred, subject only to the right of the Association, should it be
30 proven at a later time that said person had no right to such payments. All persons who are
31 ultimately held liable for their actions on behalf of the Association as a Director, officer,
32 employee or agent shall have a right of contribution over and against all other Directors, officers,
33 employees or agents and members of the Association who participated with or benefitted from
34 the acts which created said liability.

5 **13.3 Enforcement.** The Association and the Owners within the Property or any mortgagee on
6 any Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations,
7 easements, liens and charges now or hereinafter imposed by any of the provisions of this
8 Declaration as may appertain specifically to such parties or Owners by any proceeding at law or
9 in equity. Failure by either the Association or by any Owner or mortgagee to enforce any
0 covenant or restriction herein contained shall in no event be deemed a waiver of their right to do
1 so thereafter. In the event suit or action is commenced to enforce the terms and provisions of this

Declaration, the prevailing party shall be entitled to its attorney fees and costs in such suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorney fees, to be set by the appellate court. In addition thereto, the Association shall be entitled to its reasonable attorney fees incurred in any enforcement activity taken to collect delinquent assessments, whether or not suit or action is filed.

13.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

13.5 Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of the Owners and ninety percent (90%) of the first mortgagees. Provided however, amendments which do not constitute rescission of the planned community may be adopted as provided in Section 13.6. Additionally, any such rescission which affects the Common Property shall require the prior written consent of Lane County. Provided, however, that if any of the provisions of this Declaration would violate the rule against perpetuities or any other limitation on the duration of the provisions herein contained imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law or, in the event the rule against perpetuities applies, until twenty-one (21) years after the death of the last survivor of the now living descendants of the person who is President of the United States on the date that this Declaration is recorded.

13.6 Amendment. As provided by ORS 94.590 and except as otherwise provided in Sections 13.5 and 13.11, and the restrictions set forth elsewhere herein, this Declaration may be amended at any time by an instrument approved by not less than seventy-five percent (75%) of the total votes of each class of members that are eligible to vote. Any amendment must be executed, recorded and certified as provided by law. Provided, however, that no amendment of this Declaration shall effect an amendment of the Bylaws, the Articles of Incorporation without compliance with the provisions of such documents, and the Oregon Non-Profit Corporation Act. Provided further, no amendment affecting the general plan of development or any other right of the Declarant herein contained may be effected without the express written consent of the Declarant or its successors and assigns.

13.7 Rights of Mortgagees. Any holder of a first mortgage or equivalent lien on any Lot and/or the improvements located thereon, upon written request to the Board of Directors of the Association, shall have the right to:

- (a) Receive timely written notice of meetings of the Association;
- (b) Receive timely written notice of any proposed abandonment, termination or contraction of this planned unit development;

1 (c)Receive timely written notice of any material amendment of the Declaration or the Articles of
2 Incorporation or Bylaws of the Association;

3 (d)Receive timely written notice of any decision by the Association to terminate professional
4 management and to assume self-management of the Property, if the Association previously has
5 retained professional management services;

6 (e)Inspect the financial records and similar documents of the Association at reasonable intervals
7 during normal business hours;

8 (f)Receive written notice of substantial damage to or destruction of any Lot and/or the
9 improvements thereon or the Common Property and/or any improvements thereon; and

10 (g)Receive timely written notice of any condemnation or eminent domain proceeding affecting
11 the Common Property or any portion thereof.

12 **13.8 Notice of Default by Mortgagor.** The Association shall give each mortgagee written
13 notification of any default by the mortgagor of such Lot in the performance of such mortgagor's
14 obligations under the Declaration and Bylaws which is not cured within thirty (30) days.

15 **13.9 Prior Consent of Mortgagees.** The termination of the status of the Property as a planned
16 community, or any material amendment to this Declaration or the Bylaws of the Association shall
17 require the prior written consent of all first mortgagees or equivalent liens on Lots and/or the
18 improvements located thereon.

19 **13.10 Release of Right of Control.** The Declarant may give up its right of control in writing at
20 any time by notice to the Association.

21 **13.11 Unilateral Amendment by Declarant.** The Declarant may amend this Declaration in
22 order to comply with the requirements of the Federal Housing Administration of the United
23 States, the Federal National Mortgage Association, the Government National Mortgage
24 Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board,
25 commission or agency of the United States or the State of Oregon, or any other state in which the
26 Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the
27 United States or the State of Oregon, or such other state, the approval of which entity is required
28 in order for it to insure, guarantee or provide financing in connection with development of the
29 Property and sale of Lots. Prior to the turnover meeting, no such amendment shall require notice
30 to or approval by any Class A member.

1 **13.12 Resolution of Document Conflicts.** In the event of a conflict among any of the provisions
2 in the documents governing Avalon Village, such conflict shall be resolved by looking to the
3 following documents in the order shown below:

9801262

(1)Declaration of Covenants, Conditions and Restrictions;


(2)Articles of Incorporation;

(3)Bylaws;

(4)Rules and Regulations.

IN WITNESS WHEREOF, the undersigned being Developer and Declarant herein, has executed this instrument this 11th day of December, 1997.

NORTHWEST LAND PARTNERS, LLC,
an Oregon Limited Liability Company,
by its authorized agent and general partner,
FOOTE DEVELOPMENT COMPANY, INC.
an Oregon corporation.


Michael Foote, President
Foote Development Company, Inc.

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Lane)

On Dec 11, 1997, personally appeared the above-named Michael Foote, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



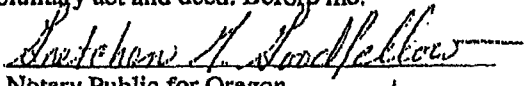

Notary Public for Oregon
My Commission Expires: 8/18/98

Exhibit B

REVISED TENTATIVE CLUSTER SUBDIVISION PLAN OF
AVALON VILLAGES

N 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH,
RANGE 4 WEST

OF THE WILLAMETTE MERIDIAN
CITY OF EUGENE, LANE COUNTY, OREGON

NOVEMBER 20, 1997

DESCRIPTION:

BEGINNING AT THE NORTH ONE-QUARTER CORNER OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 20, SOUTH 89 59'40" EAST 1160.82 FEET; THENCE LEAVING SAID NORTH LINE OF SAID SECTION 20 RUN SOUTH 0 25'33" EAST 30.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF BARGER DRIVE AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE SOUTH 0 25'33" EAST 1293.73 FEET PARALLEL WITH THE WEST LINE OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 20 TO THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 20; THENCE NORTH 89 58'10" WEST 1160.92 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 20; THENCE SOUTH 0 25'17" EAST 1323.22 FEET ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 20 TO THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 20; THENCE SOUTH 89 56'40" EAST 1658.97 FEET ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 20 TO THE SOUTHWEST CORNER OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE NORTH 0 25'27" WEST 2617.89 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 20 TO A POINT BEING 30 FEET SOUTHERLY WHEN MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF BARGER DRIVE ALSO BEING THE NORTH LINE OF SAID SECTION 20; THENCE NORTH 89 59'40" WEST 498.01 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF BARGER DRIVE TO THE TRUE POINT OF BEGINNING, ALL IN LANE COUNTY, OREGON.

2921036

9801262

Exhibit A

DESCRIPTION:

BEGINNING AT THE NORTH ONE-QUARTER CORNER OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, THENCE ALONG THE NORTH LINE OF SAID SECTION 20, SOUTH $89^{\circ}59'50''$ EAST 1160.82 FEET, THENCE LEAVING SAID NORTH LINE OF SECTION 20 RUN SOUTH $0^{\circ}25'29''$ EAST 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BARGER DRIVE, THENCE SOUTH $0^{\circ}25'29''$ EAST 10.00 FEET TO A $5/8$ INCH IRON ROD, SAID POINT BEING THE INITIAL POINT OF THE HEREIN DESCRIBED TRACT, THENCE SOUTH $0^{\circ}25'29''$ EAST 614.72 FEET PARALLEL WITH THE WEST LINE OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 20, THENCE LEAVING SAID PARALLEL LINE NORTH $89^{\circ}34'33''$ EAST 340.48 FEET, THENCE SOUTH $0^{\circ}25'27''$ EAST 15.00 FEET, THENCE NORTH $89^{\circ}34'33''$ EAST 157.52 FEET TO THE WEST LINE OF SUMMERFIELD ESTATES SUBDIVISION AS PLATTED AND RECORDED IN FILE 74, SLIDES 98 TO 102, PLAT RECORDS OF LANE COUNTY, OREGON, THENCE ALONG SAID WEST LINE OF SUMMERFIELD ESTATES SUBDIVISION NORTH $0^{\circ}25'19''$ WEST 636.01 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF BARGER DRIVE, THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH $89^{\circ}59'50''$ WEST 478.05 FEET, THENCE SOUTH $0^{\circ}25'29''$ EAST 10.00 FEET TO THE INITIAL POINT, ALL LYING IN LANE COUNTY, OREGON.

9874175

**FIRST SUPPLEMENTAL DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR AVALON VILLAGE HOMEOWNERS' ASSOCIATION
ADDING REPLAT OF LOT 30**

THIS FIRST SUPPLEMENTAL DECLARATION is made this 31 st day of August, 1998, by **NORTHWEST LAND PARTNERS, LLC**, an Oregon Limited Liability Company ("Declarant").

RECITALS

1. Declarant herein is the Declarant under the original Declaration of Covenants and Restrictions for Avalon Villages Homeowners' Association (Original Declaration), dated December 12, 1997, and recorded January 8, 1998, as Document No. 9801262, Lane County Department of Deeds and Records.
2. The original declaration provides that "Declarant is reserving the right, but not undertaking the obligation, to annex additional property to the Association and subject it to the terms and provisions of this Declaration, the Articles and the Bylaws, as the same may be amended or supplemented. This right shall be limited to the property described as Exhibit "B," which may be developed as future phases of Avalon Village and the Common Area separately platted therein, as shown on the final plat of Avalon Village or approved reconfigurations of said lots."
3. Lots 1-29 of Avalon Village Phase I, as platted and recorded in File 75, Slide 593-595, Lane County Plat Records, have previously been submitted to the original declaration.
4. Declarant now desires to annex five additional lots, formed by the approved Replat of Lot 30, Avalon Village Phase I, a copy of which replat is attached hereto as "Exhibit A-First Supplemental Declaration," subject to a 25-foot-wide "Private Reciprocal Utility, Access and Maintenance Agreement," dated August 31, 1998, and recorded as Document No. 9874176, Lane County Deeds and Records.

PROPERTY ANNEXED

ENCLOSURE 17 9801262
ENCLOSURE 17 9801262

In addition to the property previously submitted to the Original Declaration, the real property which is and shall be held, transferred, sold, conveyed and occupied subject to the Original

First Supplemental Declaration: Avalon Village

Declarant/Grantor: Northwest Land Partners, LLC.

After recording return to
Northwest Land Partners, LLC
P.O. Box 24728
Eugene, OR 97402

Recording charges shall be paid by
Northwest Land Partners, LLC
P.O. Box 2478
Eugene, OR 97402

9874175

Declaration, as the same may be amended or supplemented, consists of Lots 1 through 5 of the approved final plat of Replat of Lot 30, Avalon Village Phase I, File 75, Slide 706 & 707, Lane County, Oregon Plat Records, a copy of which is attached hereto and incorporated herein as "Exhibit A-First Supplemental Declaration."

Both the property previously declared and the property hereby annexed are subject to the requirements of the Original Declaration, including but not limited to the requirements of Article 7, COMMON PROPERTY, and the requirements of the following regulatory permits concerning the common property, which includes wetlands and wetland mitigation areas:

1. Oregon Department of Environmental Quality Certification Letter dated August 5, 1998, regarding "#98-372 Northwest Land Partners LLC: Construct a subdivision with associated facilities on 65 acres, with 1.96 acres of isolated wetland fill near Eugene, OR".
2. Oregon Division of State Lands Permit # FP15110.
3. United States Corps of Engineers Permit 98-372;

IN WITNESS WHEREOF, the undersigned being Developer and Declarant herein, has executed this instrument this 31 day of AUGUST, 1998.

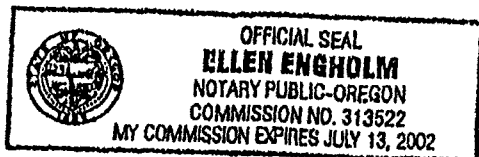
NORTHWEST LAND PARTNERS, LLC, an Oregon Limited Liability Company, by its authorized agent and general partner, FOOTE DEVELOPMENT COMPANY, INC. an Oregon corporation.

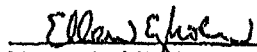

Michael Foote, President
Foote Development Company, Inc.

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Lane)

On AUGUST 31, 1998, personally appeared the above-named MICHAEL J. FOOTE, and acknowledged the foregoing instrument to be HIS voluntary act and deed. Before me:




Notary Public for Oregon
My Commission Expires: July 13, 2002

REPLAT OF LOT 30, AVALON VILLAGE, PHASE 1

AS PLATTED AND RECORDED IN FILE 75, SLIDE 593 - SLIDE 595
IN THE NE 1/4 OF SECTION 20,
TOWNSHIP 17 SOUTH, RANGE 4 WEST, WM.
EUGENE, LANE COUNTY, OREGON.

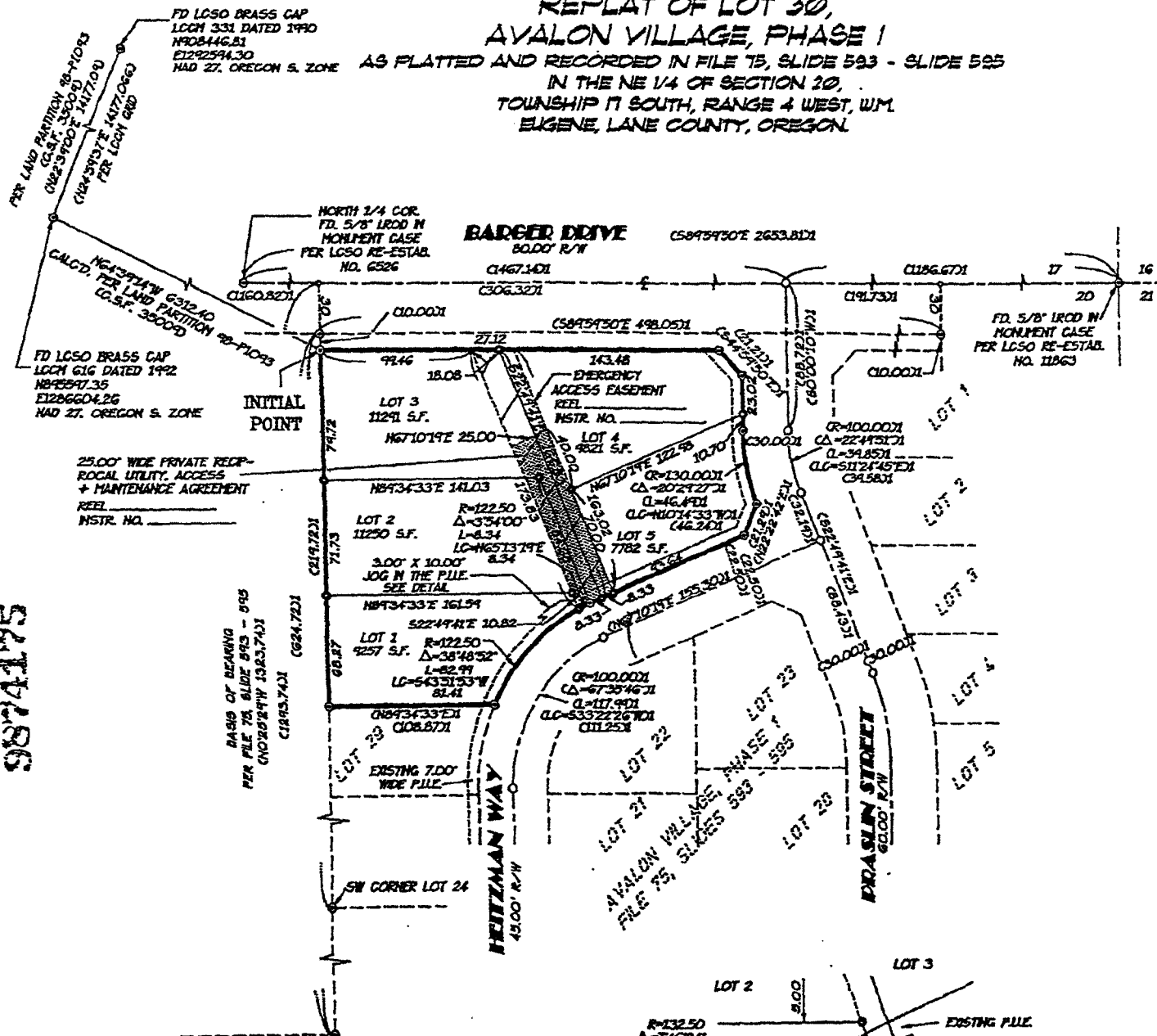
FILE _____ SLIDE _____

FILED

DATE _____

LANE COUNTY CLERK
AND RECORDER OF
DOCUMENTS

DEPUTY _____



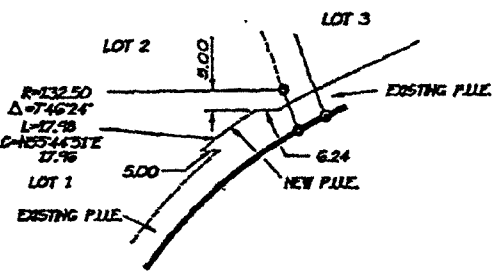
AUGUST 10, 1998

LEGEND:

- FD. 5/8" IRON ROD WITH ORANGE PLASTIC CAP MARKED "T-H-F". UNLESS OTHERWISE NOTED.
- FD. 3/8" x 6" IRON ROD WITH ORANGE PLASTIC CAP MARKED "T-H-F CONTROL".
- SET 5/8" x 30" REINFORCING ROD WITH ORANGE PLASTIC CAP MARKED "T-H-F".
- CALCULATED POINT. NO MONUMENTATION.
- () RECORD EQUALS MEASURED UNLESS OTHERWISE NOTED.
- FORESHORTENED LINE.
- PILE. PUBLIC UTILITY EASEMENT.
- S.F. AREA IN SQUARE FEET.
- LCSO LANE COUNTY SURVEYOR'S OFFICE.

RECORD INFORMATION:

- (X) AVALON VILLAGE PHASE 1
FILE 75, SLIDE 593 - 595



PUE JOG DETAIL
N.T.S.

"EXHIBIT A-FIRST SUPPLEMENTAL DECLARATION"

ANNING FILE NO. 5 97-40
CTIONS OF TAX MAP 17-04-20, TAX LOT 300
CTIONS OF TAX MAP 17-04-20-14, TAX LOT 100

9874175

EXHIBIT "B"

DESCRIPTION

LOT 30, AVALON VILLAGE, PHASE 1, AS PLATTED AND RECORDED IN FILE 75,
SLIDES 593 - 595, PLAT RECORDS OF LANE COUNTY.

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

'98 SEP 17 AM 9:48

Reel **2464R**

Lane County OFFICIAL Records
Lane County Clerk

By: *Denil S. Lusk*
County Clerk

9875167

SECOND SUPPLEMENTAL DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR AVALON VILLAGE HOMEOWNERS' ASSOCIATION
ADDING PHASE II

THIS SECOND SUPPLEMENTAL DECLARATION is made this 31 st day of August, 1998, by NORTHWEST LAND PARTNERS, LLC, an Oregon Limited Liability Company ("Declarant").

RECITALS

1. Declarant herein is the Declarant under the original Declaration of Covenants and Restrictions for Avalon Villages Homeowners' Association (Original Declaration), dated December 12, 1997, and recorded January 8, 1998, as Document No. 9801262, Lane County Department of Deeds and Records.
2. The original declaration provides that "Declarant is reserving the right, but not undertaking the obligation, to annex additional property to the Association and subject it to the terms and provisions of this Declaration, the Articles and the Bylaws, as the same may be amended or supplemented. This right shall be limited to the property described as Exhibit "B," which may be developed as future phases of Avalon Village and the Common Area separately platted therein, as shown on the final plat of Avalon Village or approved reconfigurations of said lots."
3. Lots 1-29 of Avalon Village Phase I, as platted and recorded in File 75, Slide 593-595, Lane County Plat Records, and Lots 1-5 of Replat of Lot 30, Avalon Village Phase I, as platted and recorded in File 75, Slide 706 & 707, Lane County Plat Records, have previously been submitted to the original declaration.
4. Declarant now desires to annex 43 additional lots, formed by the approved plat of Phase II, Avalon Village, Lots 31-73, as platted and recorded in File 75, Slide 708 & 709 Lane County Plat Records, a copy of which plat is attached hereto as "Exhibit A-Second Supplemental Declaration."

PROPERTY ANNEXED

In addition to the property previously submitted to the Original Declaration, the real property which is and shall be held, transferred, sold, conveyed and occupied subject to the Original

Second Supplemental Declaration: Avalon Village

Declarant/Grantor: Northwest Land Partners, LLC.

After recording return to
Northwest Land Partners, LLC
P.O. Box 24728
Eugene, OR 97402

Recording charges shall be paid by
Northwest Land Partners, LLC
P.O. Box 2478
Eugene, OR 97402

RECORDED & INDEXED
SEP 23 1998

9875167

Declaration, as the same may be amended or supplemented, consists of Lots 31 through 73 of the approved final plat of Avalon Village Phase II, File 75, Slide 708 & 709, Lane County, Oregon Plat Records, a copy of which is attached hereto and incorporated herein as "Exhibit A-Second Supplemental Declaration."

Both the property previously declared and the property hereby annexed are subject to the requirements of the Original Declaration, including but not limited to the requirements of Article 7 COMMON PROPERTY, and the requirements of the following regulatory permits concerning the common property, which includes wetlands and wetland mitigation areas:

1. Oregon Department of Environmental Quality Certification Letter dated August 5, 1998, regarding "#98-372 Northwest Land Partners LLC: Construct a subdivision with associated facilities on 65 acres, with 1.96 acres of isolated wetland fill near Eugene, OR".
2. Oregon Division of State Lands Permit # FP15110.
3. United States Corps of Engineers Permit 98-372;

IN WITNESS WHEREOF, the undersigned being Developer and Declarant herein, has executed this instrument this 31 day of AUGUST, 1998

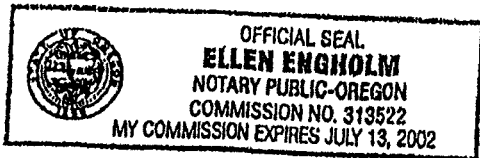
NORTHWEST LAND PARTNERS, LLC, an Oregon Limited Liability Company, by its authorized agent and general partner, FOOTE DEVELOPMENT COMPANY, INC. an Oregon corporation.

Michael Foote
Michael Foote, President
Foote Development Company, Inc.

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Lane)

On AUGUST 31, 1998, personally appeared the above-named Michael Foote and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Ellen Engholm
Notary Public for Oregon
My Commission Expires: July 13, 2002

PER LOGS RE-ESTABLISH NO. 18663
LANE CO. GEODETIC CONTROL
STATION NEX# 8336

AVALLON VILLAGE, PHASE 2

IN THE NE 1/4 OF SECTION 20,
TOWNSHIP 7 NORTH, RANGE 4 WEST, 11W,
ELLSBURG, LANE COUNTY, OREGON

FILE SLIDE

FILED

DATE

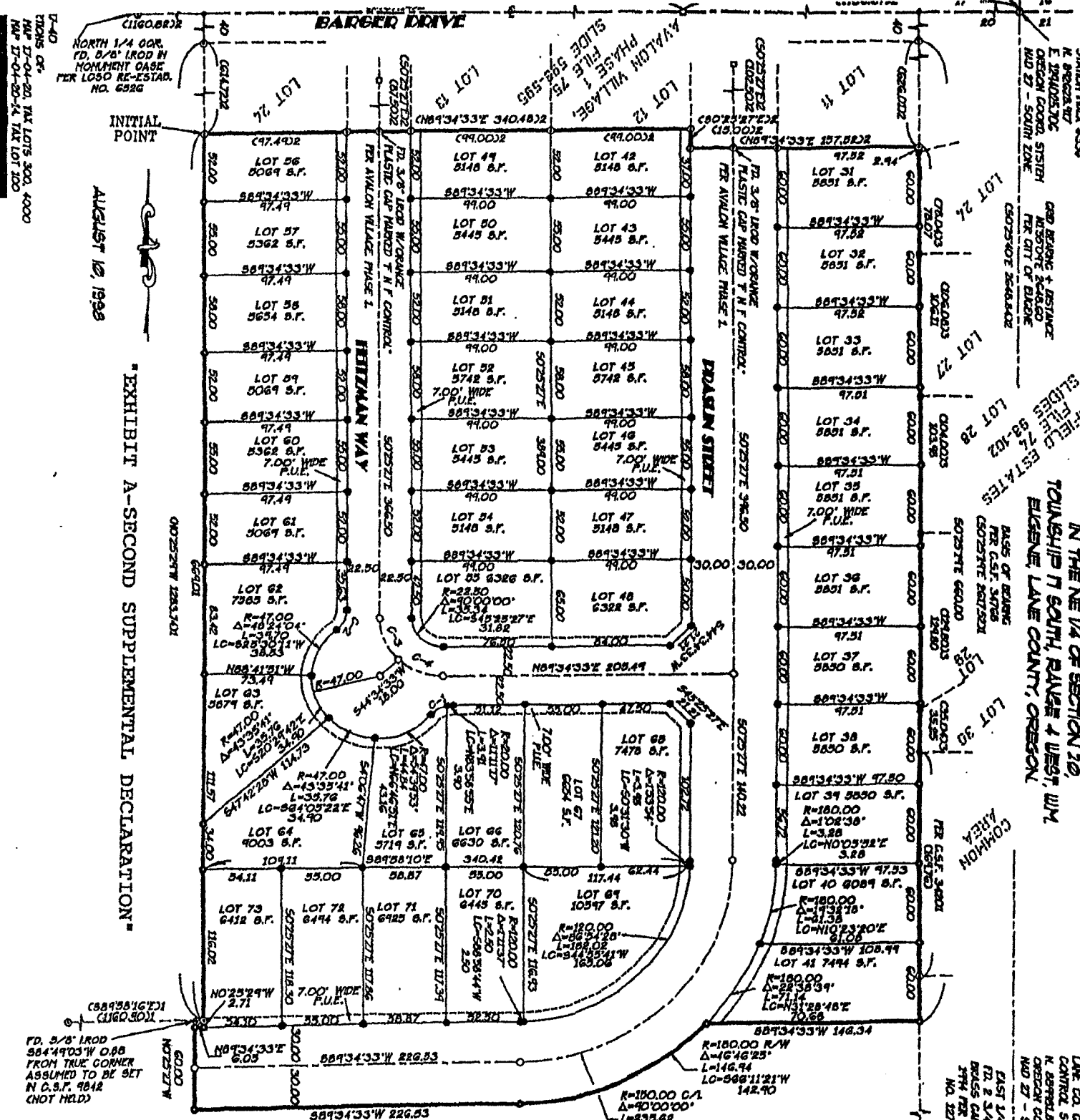
LANE COUNTY CLERK
AND RECORDER OF
DOCUMENTS

DEPUTY

LANE CO. GEODETIC
CONTROL STATION NEX# 8336
N. BRONKHORST L. 12935701
OREGON COORD. SYSTEM
NAD 83 - SOUTH ZONE

EAST 1/4 COR.
PL. 3/8" IRON ROD
WITH PER. LUGS
NO. 12701

LANE COUNTY CLERK
AND RECORDER OF
DOCUMENTS



(1160.82) 40
NORTH 1/4 COR.
FD. 3/8" IRON ROD IN
MOMENT CASE
PER LOGS RE-ESTAB.
NO. 6526

INITIAL POINT
AUGUST 18, 1998
"EXHIBIT A-SECOND SUPPLEMENTAL DECLARATION"

FD. 3/8" IRON
ROD 4903'W 0.88
FROM TRUE CORNER
ASSUMED TO BE SET
N.C.S.P. 1982
(NOT HLD)

DATE TABLE

DATE	BY	AC	LONG	CHORD
01-20-00	355522	13.39	168.83	231.33
02-12-00	501740	17.50	584.32	714.56
03-16-00	450700	35.94	582.32	714.56
04-18-00	450700	35.94	582.32	714.56
05-20-00	35.34	582.32	714.56	714.56

LEGEND:

- 1/2 3/8" IRON ROD WITH ORANGE PLASTIC CAP HAWED T-N-F UNLESS OTHERWISE NOTED
- 1/2 3/8" IRON ROD WITH ORANGE PLASTIC CAP HAWED T-N-F CONTROL
- 3/8" x 30" REINFORCING ROD WITH ORANGE PLASTIC CAP HAWED T-N-F
- POST HONKEMENTED 3/8" x 30" REINFORCING ROD WITH ORANGE PLASTIC CAP HAWED T-N-F TO BE SET
- POST HONKEMENTED 3/8" x 6" REINFORCING ROD WITH ORANGE PLASTIC CAP HAWED T-N-F TO BE SET
- CALCULATED POINT, NO HONKEMENTATION
- RECORD POINTS MEASURED UNLESS OTHERWISE NOTED
- FORENSIC LINE
- PILE BUILT UNITS EASERMENT
- S.F. AREA IN SQUARE FEET
- LAGO LANE COUNTY SURVEYORS OFFICE

RECORD INFORMATION:

- C 21 C.S.F. 34768 BY FORD-NESS-FASSBENDER
- C 22 AVALLON VILLAGE PHASE 1 FILE 776 SLIDES 983 - 996
- C 23 SHIMMERED ESTABLISH FILE 74 SLIDES 98 - 102

PAGE 1 OF 2

FORD-NESS-FASSBENDER

LAND SURVEYOR

CONSULTATION SURVEYOR & WATER RIGHTS EVALUATOR

PLATE NO. 2776

EXPIRES ON 07/31/02

118 Hwy. 80 Astoria

EXHIBIT A

(541) 324-4182

Fax: (503) 325-4182

9875167

EXHIBIT "B"

DESCRIPTION:

BEGINNING AT THE NORTH ONE-QUARTER CORNER OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 20, SOUTH 89°59'50" EAST 1160.82 FEET; THENCE LEAVING SAID NORTH LINE OF SECTION 20 RUN SOUTH 0°25'29" EAST 40.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BARGER DRIVE; THENCE SOUTH 0°25'29" EAST 614.72 FEET PARALLEL WITH THE WEST LINE OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 20 TO A 5/8 INCH IRON ROD AT THE SOUTHWEST CORNER OF LOT 24, AVALON VILLAGE, PHASE 1, AS PLATTED AND RECORDED IN FILE 75, SLIDES 593 - 595, PLAT RECORDS OF LANE COUNTY, EUGENE, OREGON, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING ALONG SAID PARALLEL LINE SOUTH 0°25'29" EAST 669.01 FEET TO A 5/8 INCH IRON ROD ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 20; THENCE CONTINUING SOUTH 0°25'29" EAST 2.71 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 89°34'33" WEST 6.05 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 0°25'27" EAST 60.00 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 89°34'33" EAST 226.53 FEET TO A 5/8 INCH IRON ROD; THENCE ALONG THE ARC OF A 180.00 FOOT RADIUS CURVE TO THE LEFT (THE LONG CHORD OF WHICH BEARS NORTH 66°11'21" EAST 142.90 FEET) 146.94 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 89°34'33" EAST 146.34 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 0°25'19" WEST 660.00 FEET TO A 5/8 INCH IRON ROD AT THE SOUTHEAST CORNER OF LOT 11, SAID AVALON VILLAGE, PHASE 1; THENCE ALONG THE SOUTH BOUNDARY OF SAID AVALON VILLAGE, PHASE 1, THE FOLLOWING: SOUTH 89°34'33" WEST 157.52 FEET TO A 5/8 INCH IRON ROD, NORTH 0°25'27" WEST 15.00 FEET TO A 5/8 INCH IRON ROD AND SOUTH 89°34'33" WEST 340.48 FEET TO THE POINT OF BEGINNING.

State of Oregon

County of Lane — ss.

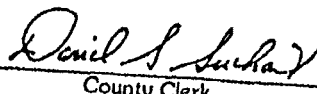
I, the County Clerk, in and for the said
County, do hereby certify that the within
instrument was received for record at

'98 SEP 21 PM 3:32

Reel **2465R**

Lane County OFFICIAL Records
Lane County Clerk

By:



County Clerk

DECLARATION AND COVENANT
FOR AVALON VILLAGE WETLANDS MITIGATION SITE

THIS DECLARATION AND COVENANT is made this 14th day of May, 1999, by NORTHWEST LAND PARTNERS, LLC hereinafter referred to as "Owner."

WHEREAS:

- 1. Owner is the owner in fee simple of the real estate in the City of Eugene, Lane County, Oregon, described as Mitigation Area A, Mitigation Area B, and Mitigation Area C on Exhibit "A" attached hereto and incorporated herein, graphically depicted on the attached Exhibit "B," and collectively referred to hereinafter as "the Mitigation Site."
2. The Mitigation Site, or portions thereof, is a compensatory mitigation site, the establishment and maintenance of which was agreed to by Owner as a condition of Permit Number FP 15110 issued pursuant to the Oregon Fill and Removal Law (ORS 196.800-196.990).
3. Owner has applied to the Oregon Division of State Lands (DSL) for a permit to place fill in waters of the United States, and but for Owner's agreement to restrict the use of the Mitigation Site to compensatory mitigation in perpetuity as evidenced by this document, the Owner's permit application would have been rejected by DSL.

NOW, THEREFORE, in partial consideration of DSL's issuance of the Permit, a copy of which Permit is attached hereto as Exhibit "C," and whose compensatory mitigation terms, restrictions, and conditions (Permit Obligations) as they apply to the Mitigation Site are by this reference incorporated herein, Owner hereby declares and covenants that:

- 4. Owner, Owner's heirs, administrators, executors, assigns, and grantees shall take all actions necessary to mitigate the adverse environmental effects resulting from the permitted fill by complying with the Permit Obligations which apply to the Mitigation Site. 4221JUN.08'99#01REC 50.00
5. Owner's obligations to perform the terms, conditions, and covenants contained in this document and the Permit Obligations (Owner's Total Obligations) shall bind Owner to the extend of its legal or equitable interest in the Mitigation Site; and Owner' Total Obligations shall be binding on and enforceable against Owner's heirs, administrators, executors, assigns, and grantees until such time as the permit is modified, revoked, or suspended, or expires without having been exercised.
6. The right of enforcement of Owner's Total Obligations shall belong to DSL and its assigns. 4221JUN.08'99#01PFUND 10.00

Declaration and Covenant
For Avalon Village Wetlands Mitigation Site
Grantor: Northwest Land Partners LLC
After recording, return to:
Oregon Division of State Lands (File # FP 15110)
775 Summer St. NE
Salem, OR 97310

All recording charges shall be paid by
Northwest Land Partners LLC
P.O. Box 24728, Eugene, OR 97402

99051395

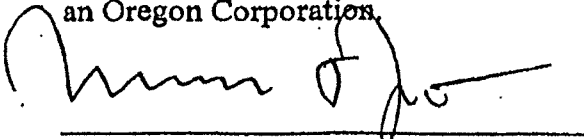
7. In the event of any violation or threatened violation of any of Owner's Total Obligations, DSL will have in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction.
8. It is expressly declared that no breach or violation of Owner's Total Obligations shall terminate this DECLARATION AND COVENANT, but this limitation will not affect, in any manner, any other rights or remedies for any breach of this DECLARATION AND COVENANT.
9. Failure to insist in any one or more cases upon the strict performance of any one or more of Owner's Total Obligations or to exercise any remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such elements of Owner's Total Obligations.
10. Owner's Total Obligations will continue in full force and effect until such time as the permit is modified, revoked, or suspended, or expires without having been exercised.
11. If any clause, sentence, or other portion of Owner's Total Obligations, or if any of the terms, restrictions, and covenants of this DECLARATION AND COVENANT becomes illegal, null, or void for any reason, or held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.
12. Owner's Total Obligations shall be implicitly and explicitly included in any transfer, conveyance or encumbrance of the Mitigation Site or any part thereof. Any instrument of transfer, conveyance or encumbrance affecting all or any part of the Mitigation Site shall set forth Owner's total obligations either by reference to this document or by setting forth the full texts thereof.
13. This DECLARATION AND COVENANT and any provision, term, restriction, or covenant contained herein may be terminated, amended, modified or revoked only upon written approval of the Director of the Oregon Division of State Lands. To be effective, such approval must be witnessed, authenticated and recorded pursuant to the law of the State of Oregon.
14. Nothing contained in this DECLARATION AND COVENANT will be deemed to be a gift of dedication of any portion of the Mitigation Site to the general public or for the general public or for any public purpose whatsoever, it being the intention that this DECLARATION AND COVENANT will be strictly limited to and for the purpose expressed herein.

99051395

15. In partial consideration of the foregoing, and of receipt of the original or a certified copy of this document, as recorded in the Office of the County Recorder for Lane County, Oregon, DSL has issued the validated Permit to Owner.

IN WITNESS WHEREOF, the undersigned being Developer and Declarant herein, has executed this instrument this 14 day of May, 1999.

NORTHWEST LAND PARTNERS, LLC
an Oregon Limited Liability Company
by its authorized agent and general partner,
FOOTE DEVELOPMENT COMPANY, INC.,
an Oregon Corporation.




Michael Foote, President
Foote Development Company, Inc.

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Lane)

On May 14, 1999, personally appeared the above-named Michael J. Foote and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Notary Public for Oregon
My Commission Expires July 13, 2002

LEGAL DESCRIPTION FOR AVALON VILLAGE
MITIGATION AREA 1

99051395

BEGINNING AT THE SOUTHWEST CORNER OF LOT 73, AVALON VILLAGE, PHASE 2, AS PLATTED AND RECORDED IN FILE 75, SLIDES 708 AND 709 PLAT RECORDS OF LANE COUNTY, OREGON; THENCE NORTH 0°25'29" WEST 2.71 FEET ALONG THE WEST LINE OF SAID LOT 73 TO A 5/8 INCH IRON ROD; THENCE NORTH 89°58'16" WEST 685.89 FEET ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, SAID LANE COUNTY, OREGON TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED MITIGATION AREA; THENCE LEAVING SAID SOUTH LINE SOUTH 0°03'20" WEST 153.34 FEET TO A POINT; THENCE SOUTH 45°03'20" WEST 21.21 FEET TO A POINT; THENCE NORTH 89°56'40" WEST 99.82 FEET TO A POINT; THENCE NORTH 0°03'20" EAST 100.00 FEET TO A POINT; THENCE NORTH 89°56'40" WEST 110.00 FEET TO A POINT; THENCE NORTH 0°03'20" EAST 68.24 FEET TO A POINT; THENCE SOUTH 89°58'16" EAST 224.62 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 0.61 ACRES MORE OR LESS.

LEGAL DESCRIPTION FOR AVALON VILLAGE
MITIGATION AREA 2

BEGINNING AT THE SOUTHWEST CORNER OF LOT 73, AVALON VILLAGE, PHASE 2, AS PLATTED AND RECORDED IN FILE 75, SLIDES 708 AND 709 PLAT RECORDS OF LANE COUNTY, OREGON; THENCE NORTH 0°25'19" EAST 2.71 FEET ALONG THE WEST LINE OF SAID LOT 73 TO A 5/8 INCH IRON ROD; THENCE LEAVING SAID WEST LINE NORTH 89°58'16" WEST 540.89 FEET ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, SAID LANE COUNTY, OREGON, TO A POINT; THENCE LEAVING SAID SOUTH LINE SOUTH 0°03'20" WEST 68.41 FEET TO A POINT; THENCE SOUTH 89°56'40" EAST 217.00 FEET TO A POINT; THENCE SOUTH 0°03'20" WEST 100.00 FEET TO A POINT; THENCE SOUTH 89°56'40" EAST 124.92 FEET TO A POINT; THENCE NORTH 48°29'39" EAST 22.45 FEET TO A POINT; THENCE ALONG THE ARC OF A 180.00 FOOT RADIUS CURVE TO THE RIGHT (THE LONG CHORD OF WHICH BEARS NORTH 49°26'54" EAST 232.02 FEET) 252.13 FEET TO A POINT; THENCE NORTH 89°34'33" EAST 8.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.05 ACRES MORE OR LESS..

LEGAL DESCRIPTION FOR AVALON VILLAGE
MITIGATION AREA 3

BEGINNING AT THE SOUTHEAST CORNER OF LOT 41, AVALON VILLAGE, PHASE 2, AS PLATTED AND RECORDED IN FILE 75, SLIDES 708 AND 709 PLAT RECORDS OF LANE COUNTY, OREGON; THENCE SOUTH 0°25'19" EAST 383.34 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, SAID LANE COUNTY, OREGON; THENCE LEAVING SAID EAST LINE SOUTH 89°34'33" WEST 125.81 FEET TO A POINT; THENCE SOUTH 37°08'39" WEST 46.50 FEET TO A POINT; THENCE ALONG THE ARC OF A 72.50 FOOT RADIUS CURVE TO THE LEFT (THE LONG CHORD OF WHICH BEARS NORTH 71°25'00" WEST 46.07 FEET) 46.89 FEET TO A POINT; THENCE NORTH 89°56'40" WEST 289.78 FEET TO A POINT; THENCE NORTH 0°03'20" EAST 87.43 FEET TO A POINT; THENCE NORTH 89°56'40" WEST 82.92 FEET TO A POINT; THENCE NORTH 0°03'20" EAST 38.40 FEET TO A POINT; THENCE NORTH 89°56'40" WEST 75.51 FEET TO A POINT; THENCE NORTH 0°03'20" EAST 100.08 FEET TO A POINT; THENCE ALONG THE ARC OF A 120.00 FOOT RADIUS CURVE TO THE RIGHT (THE LONG CHORD OF WHICH BEARS NORTH 44°48'57" EAST 188.99 FEET) 187.48 FEET TO A POINT; THENCE NORTH 89°34'33" EAST 226.53 FEET TO A POINT; THENCE ALONG THE ARC OF A 180.00 FOOT RADIUS CURVE TO THE LEFT (THE LONG CHORD OF WHICH BEARS NORTH 66°11'21" EAST 142.90 FEET) 146.94 FEET TO A POINT; THENCE NORTH 89°34'33" EAST 146.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.75 ACRES MORE OR LESS.

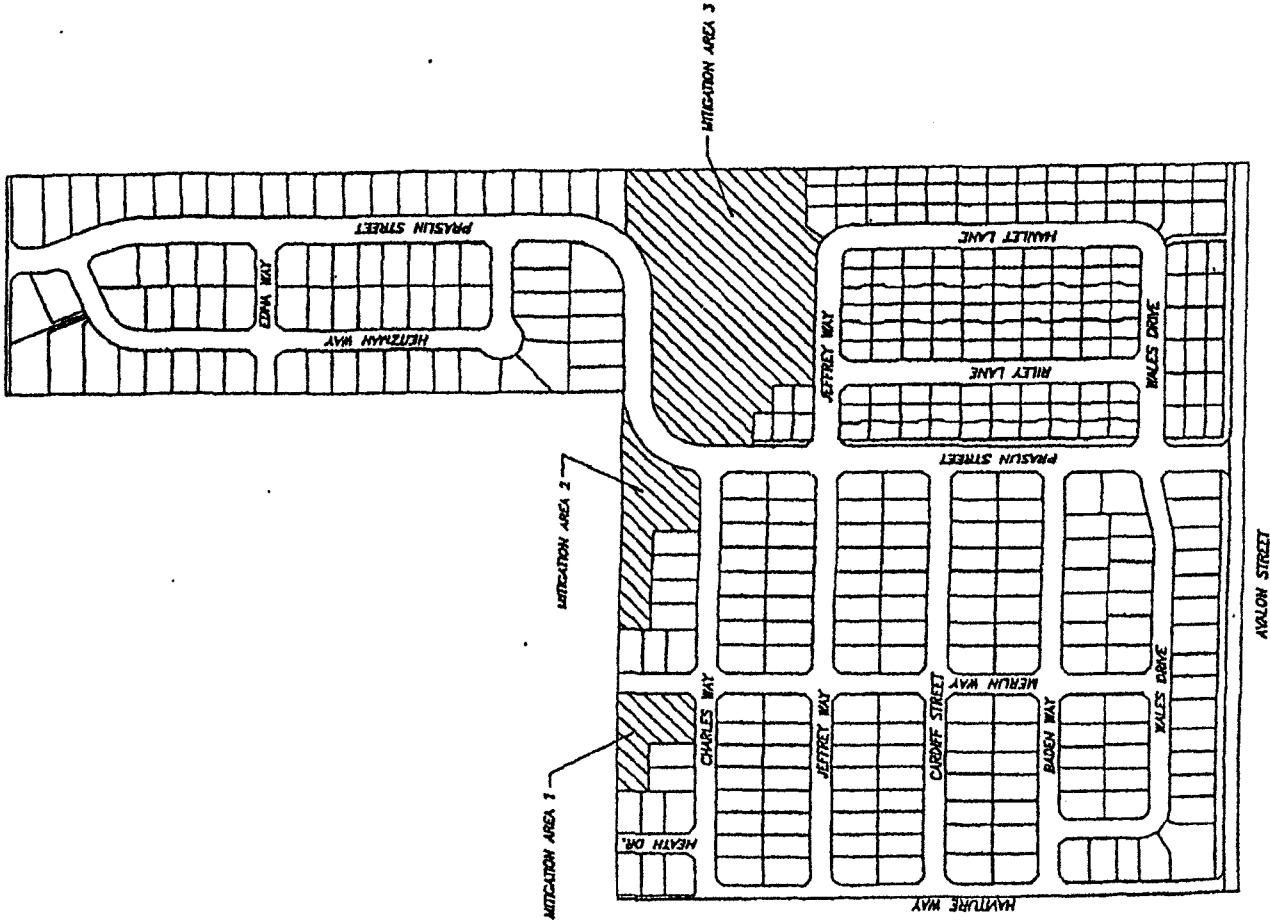
EXHIBIT "A"
MITIGATION DECLARATION

99051395

SCALE: 1" = 100'
MAY 11, 1999



AYALON VILLAGE, MITIGATION AREAS
IN THE NE 1/4 OF SECTION 20,
TOWNSHIP 17 SOUTH, RANGE 4 WEST, W1Y,
EUGENE, LANE COUNTY, OREGON



PAGE 1 OF 1
FORD-NESS-FASSBENDER

LAND SURVEYING
CONSTRUCTION SURVEYING • WATER RIGHTS CONSULTING
P.O. BOX 22775
EUGENE, OR 97402
(503) 344-8833
FAX (503) 344-8832

EXHIBIT "B"
MITIGATION DECLARATION

PLANNING FILE NO. : S 97-10 & S 98-01
DUE MAP 17-04-20, 244 LOT 4000
DUE MAP 17-04-20-14, 244 LOT 100

99051395

NORTHWEST LAND PARTNERS LLC

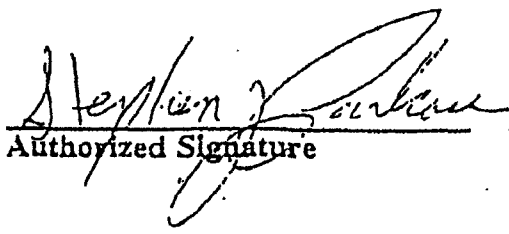
Waterway:	Wetlands
County:	Lane
Expiration Date:	August 7, 1999
Corps No.:	98-372

IS AUTHORIZED IN ACCORDANCE WITH ORS 196.800 TO 196.990 TO PERFORM THE OPERATIONS DESCRIBED IN THE ATTACHED COPY OF THE APPLICATION, SUBJECT TO THE SPECIAL CONDITIONS LISTED ON ATTACHMENT A AND TO THE FOLLOWING GENERAL CONDITIONS:

1. This permit does not authorize trespass on the lands of others. The permit holder shall obtain all necessary access permits or rights-of-way before entering lands owned by another.
2. This permit does not authorize any work that is not in compliance with local zoning or other local, state, or federal regulation pertaining to the operations authorized by this permit. The permit holder is responsible for obtaining the necessary approvals and permits before proceeding under this permit.
3. All work done under this permit must comply with Oregon Administrative Rules, Chapter 340; Standards of Quality for Public Waters of Oregon. Specific water quality provisions for this project are set forth on Attachment A.
4. Violations of the terms and conditions of this permit are subject to administrative and/or legal action which may result in revocation of the permit or damages. The permit holder is responsible for the activities of all contractors or other operators involved in work done at the site or under this permit.
5. A copy of the permit shall be available at the work site whenever operations authorized by the permit are being conducted.
6. Employees of the Division of State Lands and all duly authorized representatives of the Director shall be permitted access to the project area at all reasonable times for the purpose of inspecting work performed under this permit.
7. Any permit holder who objects to the conditions of this permit may request a hearing from the Director, in writing, within 10 days of the date this permit was issued.
8. In issuing this permit, the Division of State Lands makes no representation regarding the quality or adequacy of the permitted project design, materials, construction, or maintenance, except to approve the project's design and materials, as set forth in the permit application, as satisfying the resource protection, scenic, safety, recreation, and public access requirements of ORS Chapters 196, 390 and related administrative rules.
9. Permittee shall defend and hold harmless the State of Oregon, and its officers, agents, and employees from any claim, suit, or action for property damage or personal injury or death arising out of the design, material, construction, or maintenance of the permitted improvements.

NOTICE: If removal is from state-owned submerged and submersible land, the applicant must comply with leasing and royalty provisions of ORS 274.530. If the project involves creation of new lands by filling on state-owned submerged or submersible lands, you must comply with ORS 274.905 - 274.940. This permit does not relieve the permittee of an obligation to secure appropriate leases from the Division of State Lands, to conduct activities on state-owned submerged or submersible lands. Failure to comply with these requirements may result in civil or criminal liability. For more information about these requirements, please contact the Division of State Lands, 378-3805.

Earle A. Johnson, Manager
Western Region Field Operations
Oregon Division of State Lands


Authorized Signature

August 7, 1998
Date Issued

EXHIBIT "C" 1 of 5 pp
MITIGATION DECLARATION

99051395

ATTACHMENT A

Special Conditions for Fill Permit No. 15110

1. This permit authorizes the placement of up to 2,000 cubic yards of material in Section 20, T17S, R4W (wetlands) for housing development as outlined in the attached permit application, map and drawings.

This permit does not authorize any grading within wetlands.

2. Turbidity shall not exceed 10% above natural stream turbidities as a result of the project. The turbidity standard may be exceeded for a limited duration, (per OAR 340-41) provided all practicable erosion control measures have been implemented as applicable, including, but not limited to:

- use of filter bags, sediment fences, silt curtains, leave strips or berms, or other measures sufficient to prevent offsite movement of soil;

- use of temporary weirs, temporary cofferdams or pumps during active work to prevent water from coming in contact with the disturbed area;

- use of an impervious material to cover stockpiles when unattended or during a rain event;

- graveled construction accesses to prevent movement of material offsite via construction vehicles;

- sediment traps or catch basins to settle out solids prior to water entering ditches or waterways; and

Erosion control measures shall be maintained as necessary during the life of the project to ensure their continued effectiveness, until soils become vegetated and stabilized, at which time they shall be removed from the site and properly disposed.

3. Petroleum products, chemicals, or other deleterious materials shall not be allowed to enter the water. Any re-fuelling, repair, or additions of petroleum products or chemicals is to be a minimum of 50 feet from the wetland.
4. No fresh concrete shall come in contact with the wetland.
5. Waste materials and spoils shall be placed above the bankline and not in any wetland areas.

6. Removal of existing woody vegetation shall be the minimum necessary to achieve the project purpose.

MITIGATION CONDITIONS

7. This permit is conditional upon the successful completion of mitigation actions as outlined in the attached application, maps, drawings and in the following sections of this permit. The following conditions apply to the mitigation actions as described in the permit application and as depicted in the mitigation plan, grading plan, and planting plan.
8. The issuance of this permit is conditional upon the successful establishment of replacement wetlands. Approximately 3.54 acres of farmed wetlands and 0.78 acres of "Prior Converted" cropland shall be enhanced and restored to palustrine emergent, wet prairie and scrub-shrub wetlands. A buffer of 1.89 acres of upland will be provided in the area labeled "Non-hydric soil" (see sheet 2). The aforementioned restoration, enhancement and buffer areas shall aim to mitigate for the destruction of 1.96 acres of farmed wetlands.
9. The mitigation areas shall be planted as described and depicted on sheets 2-5 attached.
10. A planting plan for the 1.89 acre buffer area shall be provided to the Division by September 30, 1998.
11. A vegetated buffer, in addition to that described in condition 10 above, of at least 25 feet shall be maintained between the mitigation wetland areas and the development site. The 25 foot buffer shall remain in natural condition (i.e. no dumping, no mowing, no fertilizer or other chemical applications), after being planted with the appropriate native species including red alder and Douglas spirea.
12. The permittee shall provide to the Division of State Lands a signed deed restriction as a declaration and covenant that shall serve to conserve and protect in perpetuity the natural features, and flora and fauna of the Mitigation Area.

MONITORING CONDITIONS

13. To ensure a successful habitat replacement the permittee shall, for a period of 5 years, maintain the mitigation site until vegetation has become established through plantings and /or natural recruitment of desired native species and the area is functioning as designed.
14. There shall be an 80% survival standard set for all plantings. The mitigation areas shall contain by the end of 5 years and consistently for at least 2 consecutive years, **not more than 10% cover of undesirable non-native species** including but not limited to *Cytisus scoparius*, reed canary grass, *Festuca arundinaceae*, and blackberries (*Rubus discolor*).
15. Photos shall be taken annually from the established photo points (see sheet 7), and submitted to the Division of State Lands for monitoring purposes. A monitoring report shall be submitted annually to the Division of State Lands for a period of 5 years after wetland enhancement and restoration. The annual report is due October 15 of each year.
16. A post construction report demonstrating "as built" conditions and discussing any variation from the approved mitigation plan shall be provided within 60 days of completing the mitigation planting.
17. Undesirable non-native species shall be controlled or prevented from becoming established through mechanical means (i.e. hand pulling) only. No chemical applications shall be allowed within the identified mitigation area nor within the associated buffer and setback areas.

CONTINGENCY MEASURES

18. Following receipt of the annual monitoring report, the Division of State Lands, in consultation with the Oregon Department of Fish and Wildlife, shall review the data submitted and the site conditions with the applicant. Necessary measures to ensure achievement of the mitigation objectives will be determined at the end of the final monitoring report.
19. A permit performance bond in the amount of \$50,000 shall be provided to the Division to assure completion of construction, maintenance, monitoring, and reporting for the mitigation site, as well as compliance with each permit condition. The bond is to remain in effect until the mitigation is determined successful by the Division.

99051396

NOW, THEREFORE, it is declared as follows:

PROPERTY ANNEXED

In addition to the property previously submitted to the Original Declaration, the real property which is and shall be held, transferred, sold, conveyed and occupied subject to the Original declaration, as the same may be amended or supplemented, consists of Lots 31 through 73 and common area Tracts A and B of the final plat of Avalon Village Phase 3, File 75, Slide 818 - 822, Lane County, Oregon Plat Records, a copy of which is attached hereto and incorporated herein as "Exhibit A-Third Supplemental Declaration."

A legal description of Avalon Village Phase 3 is also attached hereto and is incorporated herein as "Exhibit B-Third Supplemental Declaration."

Henceforth, all common areas within the Avalon Villages subdivision (City Planning File No. S 97-40) will be referenced as "Tracts," and the term "Tracts" shall mean "Common Property" as defined in Article 1, Section 1.4, of the Original Declaration.

Both the property previously declared and the property hereby annexed are by this declaration made subject to the following:

- A. The requirements of the Original Declaration, including but not limited to the requirements of Article 7, COMMON PROPERTY, as thereafter supplemented and amended;
- B. The requirements of the following regulatory permits concerning the common property, which includes wetlands and wetland mitigation areas:
 - 1. Oregon Department of Environmental Quality Certification Letter dated August 5, 1998, regarding "#98-372 Northwest Land Partners LLC: Construct a subdivision with associated facilities on 65 acres, with 1.96 acres of isolated wetland fill near Eugene, OR".
 - 2. Oregon Division of State Lands Permit # FP15110.
 - 3. United States Corps of Engineers Permit 98-372.
 - 4. Declaration and Covenant for Avalon Village Wetlands Mitigation Site, Reel 2558 - R, Instrument # 99051395, Lane County Official Records.
- C. The requirements of the Instrument entitled "Storm Drainage Maintenance Agreement," dated May 26, 1999, Reel 2558 - R, Instrument # 99051388, Lane County Official Records, including the following obligations concerning the storm

99051396

drainage easement areas described therein, which shall be owned and maintained by Avalon Village Homeowners Association:

“The areas designated on the plat as public drainage easements have been established to preserve the natural vegetation, function and character of the land along the drainage ways. The areas encumbered by said easements shall be owned and maintained by the Avalon Village Homeowners Association. Development activities in the easement areas shall be limited to the removal of hazardous or nuisance vegetation as defined in the Eugene Code, or to City approved activities necessary for maintenance of the drainage channels. Except as otherwise required by law, no structure, including fences, shall be allowed in the easement areas. No fill or dumping of debris shall be allowed within the easement areas. Except for any maintenance provided by the City of Eugene of the storm water conveyance facilities within the easement areas, maintenance of the easement areas, including protection of vegetation, maintenance of the riparian zone, and erosion control shall be the responsibility of the AVHA. The AVHA shall avoid allowing any pesticides, herbicides, fertilizers, petroleum based products or other hazardous or foreign substances to contaminate the drainage ways.

“The public drainage easements shall include the right of access for inspection and public maintenance purposes which shall be accorded all appropriate government agencies. Each affected property owner shall refrain from excavation of soils or other acts which will cause erosion into the drainage channels within the drainage easements. No water shall be diverted from the drainage channels within the drainage easements. The AVHA and its members shall abide by all conditions set forth in any fill/removal permits issued by the Oregon Division of State Lands, United States Army Corp of Engineers or City of Eugene.”

“The above obligations, covenants, conditions and restrictions pertaining to the drainage easements may not be amended or repealed without the concurrence of the City, which concurrence shall be in writing and recorded in the Official Records of Lane County, Oregon.”

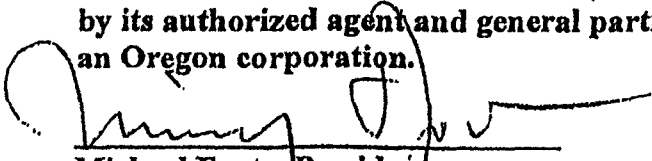
The Southwestern corner of Tract A remains subject to development as part of a future phase as shown on the Avalon Village Tentative Subdivision Plat approved by the Eugene Planning

99051396

Director, Findings and Decision dated September 15, 1997, City Planning File No. S 97-40.

IN WITNESS WHEREOF, the undersigned being Developer and Declarant herein, has executed this instrument this 25th day of May, 1999.

NORTHWEST LAND PARTNERS, LLC, an Oregon Limited Liability Company,
by its authorized agent and general partner, FOOTE DEVELOPMENT COMPANY, INC.
an Oregon corporation.




Michael Foote, President
Foote Development Company, Inc.

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Lane)

On May 25, 1999, personally appeared the above-named Michael Foote and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:





Notary Public for Oregon
My Commission Expires: 8/18/02

AYALON VILLAGE, PHASE 3
IN THE NE 1/4 OF SECTION 20,
TOWNSHIP 17 SOUTH, RANGE 4 WEST, WM,
EUGENE, LANE COUNTY, OREGON.

FILE _____ SLIDE _____

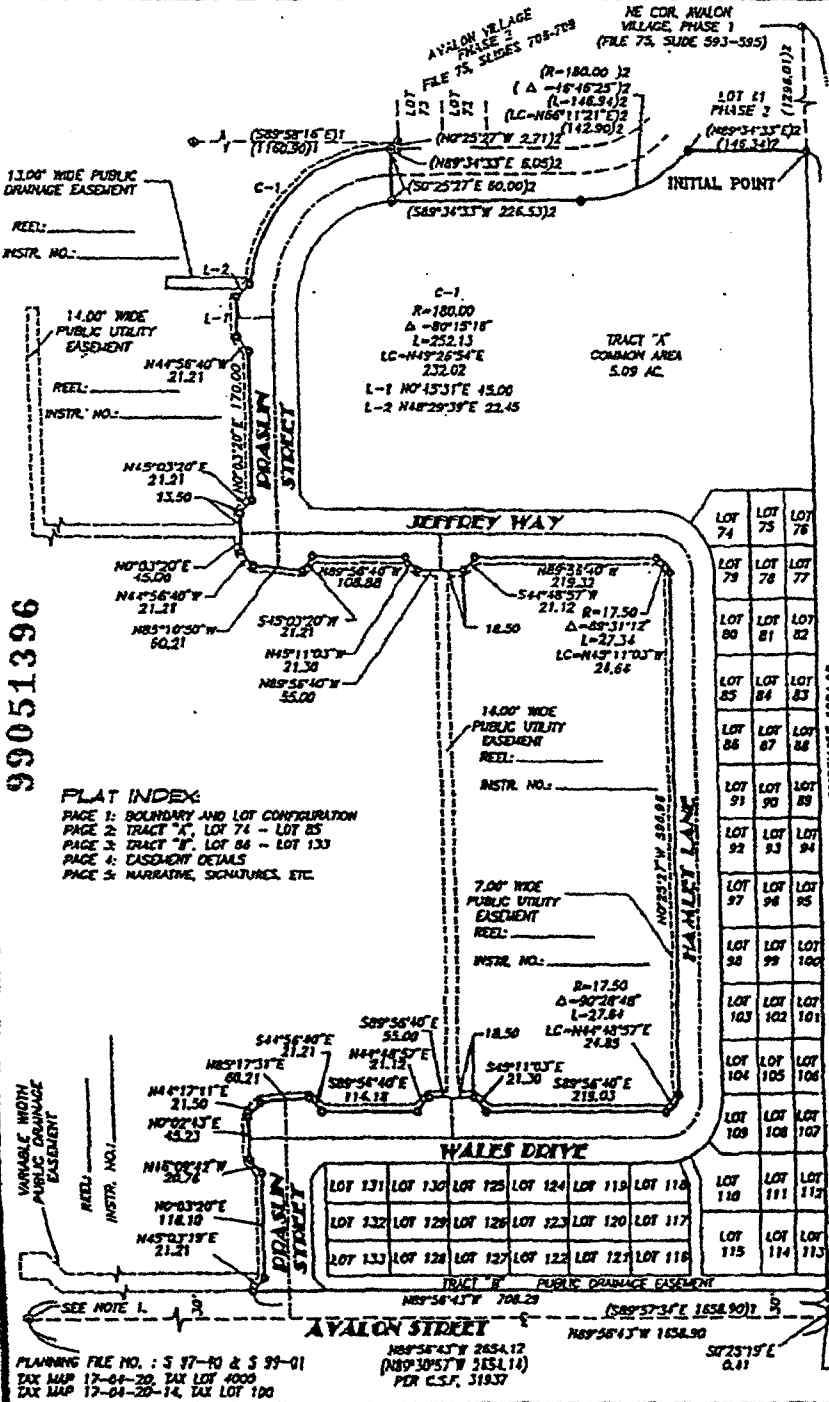
FILED

DATE _____

LANE COUNTY CLERK
AND RECORDER OF
DOCUMENTS

DEPUTY _____

SCALE: 1" = 100'
MAY 11, 1998



99051396

FLAT INDEX
PAGE 1: BOUNDARY AND LOT CONFIGURATION
PAGE 2: TRACT X, LOT 74 - LOT 85
PAGE 3: TRACT Y, LOT 86 - LOT 133
PAGE 4: EASEMENT DETAILS
PAGE 5: NARRATIVE, SIGNATURES, ETC.

FR. 5/8" IRON ROD IN MONUMENT CASE
N. 852428.917
E. 1294025.706
OREGON COORD. SYSTEM
MAD 27 - SOUTH ZONE
DESTROYED DURING BURGER DR.
RECONSTRUCTION, SHOWN IN ITS
ORIGINAL POSITION.

EASEMENTS OF EASEMENT
FOR LOTS 74 - 133
BY SEPARATE DOCUMENT.
REEL: _____
INSTR. NO.: _____

PRIVATE RECIPROCAL UTILITY ACCESS
& DRAINAGE EASEMENT AND MAINTENANCE
AGREEMENT FOR LOTS AS LISTED BELOW:
REEL: _____
INSTR. NO.: _____

GRID BEARINGS & DISTANCE
N100709 E 7848.60
E 100709 W 2848.60
(C.S.F. 31788)

BASE OF BEARING
PER C.S.F. 31788
S073197 E 2817.53
S073197 E 2817.53
(S073197 E 2817.53)

BASE OF BEARING
S025197 E 1281.82
S025197 E 1281.82

FR. 5/8" IRON ROD WITH ORANGE PLASTIC CAP MARKED "F-N-F" IN THE SW CORNER OF PROPOSED MONUMENT CASE. PHASE 2 (NOT RECORDED AT THE TIME OF THIS SUBMITTAL) DESTROYED DURING THE CONSTRUCTION OF AYALON ST. MONUMENT SHOWN IN ORIGINAL POSITION. REPLACED SAID MONUMENT W/ 3/8" X 8" IRON W/ O/C MARKED "F-N-F CONTROL".

E. 1/4 CORNER
FR. 3/4" LGSO BRASS
CAP DATED 1964
N. 86981.00
E. 123337.01
OREGON COORD. SYSTEM
MAD 27 - SOUTH ZONE

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MAY 21, 1988
M. THOMAS FASSBENDER
300
FOCAL, BOX 20, L98

- LEGEND:**
- FR. 5/8" IRON ROD WITH ORANGE PLASTIC CAP MARKED "F-N-F", UNLESS OTHERWISE NOTED.
 - SET 3/8" x 30" REINFORCING ROD WITH ORANGE PLASTIC CAP (OPC) MARKED "F-N-F".
 - SET 3/8" x 6" REINFORCING ROD W/ ORANGE PLASTIC CAP MARKED "T-N-F CONTROL".
 - POST MONUMENTED 5/8" x 30" REINFORCING ROD W/ ORANGE PLASTIC CAP MARKED "T-N-F" TO BE SET.
 - POST MONUMENTED 3/8" x 6" REINFORCING ROD W/ ORANGE PLASTIC CAP MARKED "F-N-F CONTROL" TO BE SET.
 - CALCULATED POINT, NO MONUMENTATION.
 - () RECORD EQUALS MEASURED UNLESS OTHERWISE NOTED.
 - FORESHORTENED LINE.
 - P.U.E. PUBLIC UTILITY EASEMENT.
 - S.F. AREA IN SQUARE FEET.
 - LCSO LANE COUNTY SURVEYOR'S OFFICE.
 - CHEE CENTER WEST EAST EAST 1/256 COVT. CORNER

RECORD INFORMATION:

- (1) C.S.F. 31788 BY FORD-NESS-PASSBENDER
- (2) AYALON VILLAGE, PHASE 2
FILE 75, SLIDES 708-709

EXACT COPY CERTIFICATE:

I, M. THOMAS FASSBENDER, DO HEREBY CERTIFY THAT THIS IS THE EXACT COPY OF THE FINAL SUBDIVISION PLAT OF AYALON VILLAGE, PHASE 3 AS SHOWN HEREON WITH THE EXCEPTION OF THIS STATEMENT AND THE APPROVAL SIGNATURES.

M. THOMAS FASSBENDER, PLS

NOTES:

- FR. 5/8" IRON ROD W/ YELLOW PLASTIC CAP MARKED "STEIN LS 715" AS SHOWN IN C.S.F. 31788. A WATER VALVE BOX HAS BEEN PLACED OVER THIS MONUMENT SINCE ORIGINALLY FOUND.

PAGE 1 OF 5
FORD-NESS-PASSBENDER

LAND SURVEYING
CONSTRUCTION SUPERVISION & WATER RIGHTS EXAMINATION

P.O. BOX 22325
TUCUMCUM, OR 97402
EUGENE, OREGON
FAX (503) 344-8822

PLANNING FILE NO.: S 97-90 & S 99-01
TAX MAP 17-64-20, TAX LOT 4000
TAX MAP 17-64-20-14, TAX LOT 100

TRACT X
R=180.00
Δ=80°15'18"
L=252.13
LC=N49°26'54"E
232.02
L-1 N0°13'31"E 45.00
L-2 N48°29'39"E 22.45

TRACT Y
R=17.50
Δ=89°31'12"
L=27.34
LC=N45°11'03"W
24.66

CHEE 1/256 CORNER
S027319 E 0.11
S027319 E 0.11

99051396

LEGAL DESCRIPTION
AVALON VILLAGE, PHASE 3

BEGINNING AT THE SOUTHEAST CORNER OF LOT 41, AVALON VILLAGE, PHASE 2, AS PLATTED AND RECORDED IN FILE 75, SLIDES 708 AND 709, PLAT RECORDS OF LANE COUNTY, EUGENE, OREGON; THENCE SOUTH 0°25'19" EAST 1291.92 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTH EAST ONE-QUARTER OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, TO A 5/8 INCH IRON ROD ON THE NORTH RIGHT OF WAY LINE OF AVALON STREET; THENCE NORTH 89°56'43" WEST 708.29 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID AVALON STREET TO A 5/8 INCH IRON ROD; THENCE NORTH 45°03'19" EAST 21.21 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 0°03'20" EAST 118.10 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 46°09'42" WEST 20.76 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 0°02'43" EAST 45.23 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 44°17'11" EAST 21.50 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 85°17'31" EAST 60.21 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 44°56'40" EAST 21.21 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 89°56'40" EAST 114.18 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 44°48'57" EAST 21.12 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 89°56'40" EAST 55.00 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 45°11'03" EAST 21.30 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 89°56'40" EAST 219.03 FEET TO A 5/8 INCH IRON ROD; THENCE ALONG THE ARC OF A 17.50 FOOT RADIUS CURVE TO THE LEFT (THE LONG CHORD OF WHICH BEARS NORTH 44°48'57" EAST 24.85 FEET) 27.64 FEET; THENCE NORTH 0°25'27" WEST 596.96 FEET TO A 5/8 INCH IRON ROD; THENCE ALONG THE ARC OF A 17.50 FOOT RADIUS CURVE TO THE LEFT (THE LONG CHORD OF WHICH BEARS NORTH 45°11'03" WEST 24.64 FEET) 27.34 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 89°56'40" WEST 219.32 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 44°48'57" WEST 21.12 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 89°56'40" WEST 55.00 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 45°11'03" WEST 21.30 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 89°56'40" WEST 108.88 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 45°03'20" WEST 21.21 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 85°10'50" WEST 60.21 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 44°56'40" WEST 21.21 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 0°03'20" EAST 45.00 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 45°03'20" EAST 21.21 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 0°03'20" EAST 170.00 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 44°56'40" WEST 21.21 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 0°45'31" EAST 45.00 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 48°29'39" EAST 22.45 FEET TO A 5/8 INCH IRON ROD; THENCE ALONG THE ARC OF A 180.00 FOOT RADIUS CURVE TO THE RIGHT (THE LONG CHORD OF WHICH BEARS NORTH 49°26'54" EAST 232.02 FEET) 252.13 FEET TO A 5/8 INCH IRON ROD, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF SAID AVALON VILLAGE, PHASE 2; THENCE ALONG SAID SOUTHERLY BOUNDARY OF AVALON

99051396

VILLAGE, PHASE 2 AS FOLLOWS: SOUTH 0°25'27" EAST 60.00 FEET TO A 5/8 INCH IRON ROD, NORTH 89°34'33" EAST 226.53 FEET TO A 5/8 INCH IRON ROD, ALONG THE ARC OF A 180.00 FOOT RADIUS CURVE TO THE LEFT (THE LONG CHORD OF WHICH BEARS NORTH 66°11'21" EAST 142.90 FEET) 146.94 FEET TO A 5/8 INCH IRON ROD AT THE SOUTHWEST CORNER OF LOT 41, SAID SUBDIVISION AND NORTH 89°34'33" EAST 146.34 FEET TO THE POINT OF BEGINNING.

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

'99 JUN 8 PM 2:01

Reel **2558R**

Lane County OFFICIAL Records
Lane County Clerk

By: *Donal S. Suckey*
County Clerk

EXHIBIT "B" (page 2 of 2)
THIRD SUPPLEMENTAL DECLARATION

99062289

**FOURTH SUPPLEMENTAL DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR AVALON VILLAGE HOMEOWNERS ASSOCIATION
ADDING PHASE 4**

THIS FOURTH SUPPLEMENTAL DECLARATION is made this 16 th day of June, 1999, by NORTHWEST LAND PARTNERS, LLC, an Oregon Limited Liability Company ("Declarant").

9442JUL-16-99H08REC

25.00

RECITALS

9442JUL-16-99H08FFUND

10.01

1. Declarant is the Declarant under the original Declaration of Covenants and Restrictions for Avalon Villages Homeowners' Association (Original Declaration), dated December 12, 1997, and recorded January 8, 1998, as Doc. No. 9801262, Lane County Dept. of Deeds and Records.

2. The original declaration provides that "Declarant is reserving the right, but not undertaking the obligation, to annex additional property to the Association and subject it to the terms and provisions of this Declaration, the Articles and the Bylaws, as the same may be amended or supplemented. This right shall be limited to the property described on Exhibit 'B,' which may be developed as future phases of Avalon Village and the Common Area separately platted therein, as shown on the final plat of Avalon Village or approved reconfigurations of said lots."

3. The following lots and related common areas have previously been submitted to the Original Declaration: Lots 1-29 of Avalon Village as platted and recorded in File 75, Slides 593-95, Lane County Plat Records; Lots 1-5 of Replat of Lot 30, Avalon Village Phase 2 as platted and recorded in File 75, Slides 706-707, Lane County Plat Records; and Lots 31-73 of Avalon Village Phase 2, as platted and recorded in File 75, Slides 708-709, Lane County Plat Records; and Lots 74-133 of Avalon Village Phase 3, as platted and recorded in File 75, Slides 818-822, Lane County Plat Records.

4. Declarant now desires to annex 58 additional lots formed by the approved plat of Phase 4, Avalon Village, Lots 134-191, as platted and recorded in File 75, Slides 836 - 839, Lane County Plat records, a copy of which plat is attached hereto as "Exhibit A-Fourth Supplemental Declaration."

Fourth Supplemental Declaration: Avalon Village Phase 4

Declarant/Grantor: Northwest Land Partners, LLC

After recording return to:

Northwest Land Partners, LLC

P.O. Box 2478

Eugene, OR 97402

Recording charges shall be paid by

Northwest Land Partners, LLC

P.O. Box 2478

Eugene, OR 97402

NOW, THEREFORE, it is declared as follows:

In addition to the property previously submitted to the Original Declaration, the real property which is and shall be held, transferred, sold, conveyed and occupied subject to the Original Declaration, as the same may be amended or supplemented, consists of Lots 134-191 of the final plat of Avalon Village Phase 4, as platted and recorded in File 75, Slides 836 - 839, Lane County Oregon Plat Records, a copy of which is attached hereto and incorporated herein as "Exhibit A-Fourth Supplemental Declaration."

A legal description of Avalon Village Phase 4 is also attached hereto and is incorporated herein as "Exhibit B-Fourth Supplemental Declaration."

The property hereby annexed is by this declaration made subject to the following:

- A. The requirements of the Original Declaration, including but not limited to the requirements of Article 7, COMMON PROPERTY, as thereafter supplemented and amended;
- B. the requirements of the following regulatory permits concerning the common property, which includes wetlands and mitigation areas:
 - 1. Oregon Department of Environmental Quality Certification Letter dated August 5, 1998, regarding "#98-372 Northwest Land Partners LLC: Construct a subdivision with associated facilities on 65 acres, with 1.96 acres of isolated wetland fill near Eugene, OR".
 - 2. Oregon Division of State Lands Permit #FP15110.
 - 3. United States Corps of Engineers Permit 98-372.
 - 4. Declaration and Covenant for Avalon Village Wetlands Mitigation Site, Reel 2558-R, Instrument # 99051395, Lane County Official Records.
- C. The requirements of the Instrument entitled "Storm Drainage Maintenance Agreement," dated May 26, 1999, Reel 2558-R, Instrument # 99051388, Lane County Official Records, including the following obligations concerning the storm drainage easement areas described therein, which shall be owned and maintained by Avalon Village Homeowners Association:

"The areas designated on the plat as public drainage easements have been established to preserve the natural vegetation, function and character of the land along the drainage ways. The areas encumbered by said easements shall be owned and maintained by the Avalon Village Homeowners Association. Development Activities in the easement areas shall be limited to the removal of hazardous or nuisance vegetation as defined in the Eugene Code, or to City approved activities necessary for maintenance of the drainage channels. Except as otherwise required by law, no structure, including fences, shall be allowed within the easement areas.

99062289

Except for any maintenance provided by the City of Eugene of the storm water conveyance facilities within the easement areas, maintenance of the easement areas, including protection of vegetation, maintenance of the riparian zone, and erosion control shall be the responsibility of the AVHA. The AVHA shall avoid allowing any pesticides, herbicides, fertilizers, petroleum based products or other hazardous or foreign substances to contaminate the drainage ways.

"The public drainage easements shall include the right of access for inspection and public maintenance purposes which shall be accorded all appropriate government agencies. Each affected property owner shall refrain from excavation of soils or other acts which will cause erosion into the drainage channels within the drainage easements. No water shall be diverted from the drainage channels within the drainage easements. The AVHA and its members shall abide by all conditions set forth in any fill/removal permits issued by the Oregon Division of State Lands, United States Army Corps of Engineers or City of Eugene.

"The above obligations, covenants, conditions and restrictions pertaining to the drainage easements may not be amended or repealed without the concurrence of the City, which concurrence shall be in writing and recorded in the Official Records of Lane County, Oregon."

IN WITNESS WHEREOF, the undersigned being Developer and Declarant herein, has executed this instrument this 16th day of June, 1999.

NORTHWEST LAND PARTNERS, LLC, an Oregon Limited Liability Company, by its authorized agent and general partner, FOOTE DEVELOPMENT COMPANY, INC., an Oregon corporation.

Michael Foote, President
Foote Development Company, Inc.

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Lane)

On 6-16-99, personally appeared the above named Michael Foote and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

Notary Public for Oregon
My Commission Expires: 3-18-2000



EXHIBIT "A"

AYALON VILLAGE, PHASE 4
 IN THE NE 1/4 OF SECTION 20,
 TOWNSHIP 17 SOUTH, RANGE 4 WEST, WM.
 EUGENE, LANE COUNTY, OREGON.

(NOT VISITED THIS SURVEY)
 FD. 5/8" IRON ROD IN MONUMENT CASE
 AS SHOWN IN C.S.F. 34768
 N. 892628.917
 E. 1294025.706
 OREGON COORD. SYSTEM
 NAD 27 - SOUTH ZONE
 DESTROYED DURING BARBER DR.
 RECONSTRUCTION, SHOWN IN
 ITS ORIGINAL POSITION.

FILE _____ SLIDE _____

FILED

DATE _____

LANE COUNTY CLERK
 AND RECORDER OF
 DOCUMENTS

DEPUTY

LEGEND:

- FD. 5/8" IRON ROD WITH ORANGE PLASTIC CAP (OPC) MARKED, "F-N-F", UNLESS OTHERWISE NOTED.
- FD. 3/8" IRON ROD WITH ORANGE PLASTIC CAP (OPC) MARKED, "F-N-F CONTROL".
- SET 5/8" x 30" REINFORCING ROD WITH ORANGE PLASTIC CAP MARKED "F-N-F".
- POST MONUMENTED 5/8" x 30" REINFORCING ROD W/ ORANGE PLASTIC CAP MARKED "F-N-F" TO BE SET.
- POST MONUMENTED 3/8" x 6" REINFORCING ROD W/ ORANGE PLASTIC CAP MARKED "F-N-F CONTROL" TO BE SET.
- CALCULATED POINT, NO MONUMENTATION.
- () RECORD EQUALS MEASURED UNLESS OTHERWISE NOTED.
- FORESHORTENED LINE.
- P.U.E. PUBLIC UTILITY EASEMENT.
- S.F. AREA IN SQUARE FEET.
- LCSD LANE COUNTY SURVEYOR'S OFFICE.
- CHWE CENTER WEST EAST EAST 1/256 GOVT. CORNER

RECORD INFORMATION:

- (1) C.S.F. 34768 BY FORD-NESS-FASSBENDER.
- (2) AYALON VILLAGE, PHASE 3 FILE 75, SLIDES 818-822
- (3) BLAIR COMMONS FILE 75, SLIDES 397-400

E. 1/4 CORNER
 FD. 2 3/4" LCSD
 BRASS CAP DATED
 1964
 N. 889981.80
 E. 1293937.01
 OREGON COORD. SYSTEM
 NAD 27 - SOUTH ZONE

CHWE 1/256 CORNER

(NOT VISITED THIS SURVEY)
 FD. 5/8" IRON ROD IN MONUMENT CASE BEING
 THE NORTH 1/4 CORNER OF SECTION
 20, AS SHOWN IN C.S.F. 34768.

FD. 5/8" IRON
 NAD 03'21" W 0.53
 FROM TRUE CORNER
 MARKING THE NW CORNER
 OF TAX LOT 400, 17-04-20
 PER C.S.F. 34768

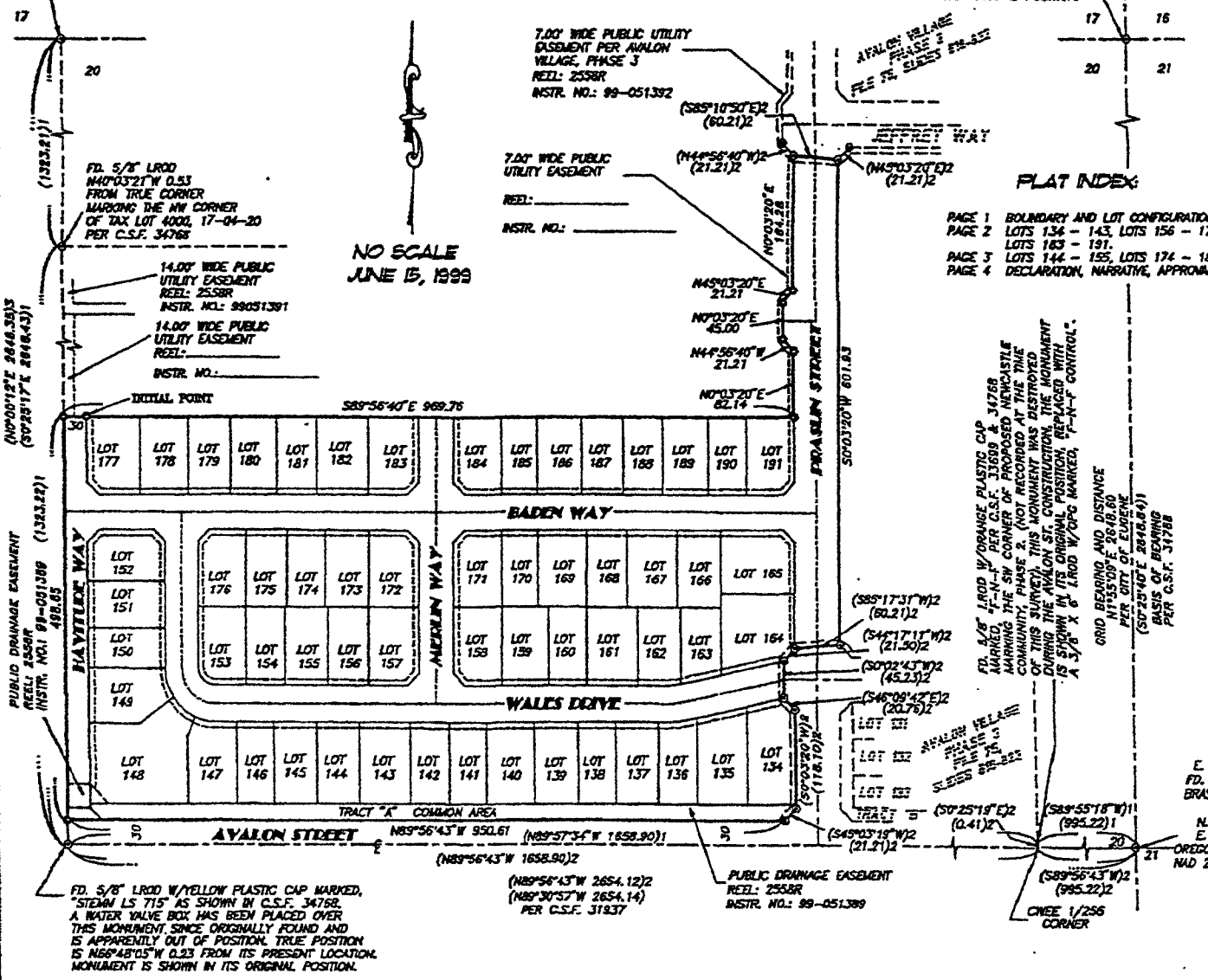
14.00' WIDE PUBLIC
 UTILITY EASEMENT
 REEL: 2558R
 INSTR. NO.: 99051391

14.00' WIDE PUBLIC
 UTILITY EASEMENT
 REEL:
 INSTR. NO.:

NO SCALE
 JUNE 15, 1999

PLAT INDEX:

- PAGE 1 BOUNDARY AND LOT CONFIGURATION.
- PAGE 2 LOTS 134 - 143, LOTS 156 - 173,
 LOTS 183 - 191.
- PAGE 3 LOTS 144 - 155, LOTS 174 - 182.
- PAGE 4 DECLARATION, NARRATIVE, APPROVALS, ETC.



EXACT COPY CERTIFICATE:

I, H. TIMOTHY FASSBENDER, DO HEREBY CERTIFY THAT THIS IS THE EXACT COPY OF THE FINAL SUBDIVISION PLAT OF AYALON VILLAGE, PHASE 4 AS SHOWN HEREON WITH THE EXCEPTION OF THIS STATEMENT AND THE APPROVAL SIGNATURES.

H. TIMOTHY FASSBENDER, PLS

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 H. TIMOTHY FASSBENDER
 REG. NO. 1188

PAGE 1 OF 4

FORD-NESS-FASSBENDER

LAND SURVEYOR
 CONSTRUCTION SUPERVISION & WATER RIGHTS EXAMINATIONS

P.O. Box 22735
 EUGENE, OR 97402

110 Hwy. 99 North
 Eugene, OR 97402

ENR05UTPLMG

(541) 344-1852
 Fax (541) 344-9923

PLANNING FILE NO.: S 97-40 & S 99-08
 A PORTION OF:
 TAX MAP 17-04-20, TAX LOT 400

9906289

99062289

EXHIBIT "B"
LEGAL DESCRIPTION
AVALON VILLAGE, PHASE 4

BEGINNING AT THE CENTER SECTION CORNER OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, LANE COUNTY, OREGON; THENCE NORTH 0°25'17" WEST 528.65 FEET ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 20 TO A POINT ; THENCE LEAVING SAID WEST LINE SOUTH 89°56'40" EAST 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING SOUTH 89°56'40" EAST 939.76 FEET; THENCE NORTH 0°03'20" EAST 82.14 FEET; THENCE NORTH 44°56'40" WEST 21.21 FEET; THENCE NORTH 0°03'20" EAST 45.00 FEET; THENCE NORTH 45°03'20" EAST 21.21 FEET; THENCE NORTH 0°03'20" EAST 164.28 FEET; THENCE SOUTH 85°10'50" EAST 60.21 FEET; THENCE SOUTH 0°03'20" WEST 601.93 FEET; THENCE SOUTH 85°17'31" WEST 60.21 FEET; THENCE SOUTH 44°17'11" WEST 21.50 FEET; THENCE SOUTH 0°02'43" WEST 45.23 FEET; THENCE SOUTH 46°09'42" EAST 20.76 FEET; THENCE SOUTH 0°03'20" WEST 118.10 FEET; THENCE SOUTH 45°03'19" WEST 21.21 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AVALON STREET; THENCE NORTH 89°56'43" WEST 950.61 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A 5/8 INCH IRON ROD ON SAID WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 20; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 0°25'17" EAST 498.65 FEET ALONG SAID WEST LINE TO A POINT; THENCE LEAVING SAID WEST LINE SOUTH 89°56'40" EAST 30.00 FEET TO THE TRUE POINT OF BEGINNING.

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

1999 JUL 16 AM 11:15

Reel **2570R**

Lane County OFFICIAL Records
Lane County Clerk

By: *David S. Luchas*
County Clerk

**FIFTH SUPPLEMENTAL DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR AVALON VILLAGE HOMEOWNERS ASSOCIATION
ADDING PHASE 5**

THIS FIFTH SUPPLEMENTAL DECLARATION is made this 4th day of April, 2000, by **NORTHWEST LAND PARTNERS, LLC**, an Oregon Limited Liability Company ("Declarant").

RECITALS

1. Declarant is the Declarant under the original Declaration of Covenants and Restrictions for Avalon Villages Homeowners' Association (Original Declaration), dated December 12, 1997, and recorded January 8, 1998, as Doc. No. 9801262, Lane County Dept. of Deeds and Records.
2. The original declaration provides that "Declarant is reserving the right, but not undertaking the obligation, to annex additional property to the Association and subject it to the terms and provisions of this Declaration, the Articles and the Bylaws, as the same may be amended or supplemented. This right shall be limited to the property described on Exhibit 'B,' which may be developed as future phases of Avalon Village and the Common Area separately platted therein, as shown on the final plat of Avalon Village or approved reconfigurations of said lots."
3. The following lots and related common areas have previously been submitted to the Original Declaration: Lots 1-29 of Avalon Village as platted and recorded in File 75, Slides 593-95, Lane County Plat Records; Lots 1-5 of Replat of Lot 30, Avalon Village Phase 1 as platted and recorded in File 75, Slides 706-707, Lane County Plat Records; and Lots 31-73 of Avalon Village Phase 2, as platted and recorded in File 75, Slides 708-709, Lane County Plat Records; and Lots 74-133 of Avalon Village Phase 3, as platted and recorded in File 75, Slides 818-822, Lane County Plat Records; and Lots 134-191 of Avalon Village Phase 4, as platted and recorded in File 75, Slides 836-839, Lane County Plat Records.
4. Declarant now desires to annex sixty (60) additional lots formed by the approved plat of Phase 5, Avalon Village, Lots 192-251, as platted and recorded in File 75, Slides 989 - 992, Lane County Plat records, a copy of which plat is attached hereto as "Exhibit A-Fifth Supplemental Declaration."

Fifth Supplemental Declaration: Avalon Village Phase 5

Declarant/Grantor: Northwest Land Partners, LLC
After recording return to:
Northwest Land Partners, LLC
P.O. Box 2478
Eugene, OR 97402

Recording charges shall be paid by
Northwest Land Partners, LLC
P.O. Box 2478
Eugene, OR 97402

NOW, THEREFORE, it is declared as follows:

In addition to the property previously submitted to the Original Declaration, the real property which is and shall be held, transferred, sold, conveyed and occupied subject to the Original Declaration, as the same may be amended or supplemented, consists of Lots 192-251 of the final plat of Avalon Village Phase 5, as platted and recorded in File 75, Slides 989 - 992, Lane County Oregon Plat Records, a copy of which is attached hereto and incorporated herein as "Exhibit A-Fifth Supplemental Declaration."

A legal description of Avalon Village Phase 5 is also attached hereto and is incorporated herein as "Exhibit B-Fifth Supplemental Declaration."

The property hereby annexed is by this declaration made subject to the following:

- A. The requirements of the Original Declaration, including but not limited to the requirements of Article 7, COMMON PROPERTY, as thereafter supplemented and amended;
- B. the requirements of the following regulatory permits concerning the common property, which includes wetlands and mitigation areas:
 - 1. Oregon Department of Environmental Quality Certification Letter dated August 5, 1998, regarding "#98-372 Northwest Land Partners LLC: Construct a subdivision with associated facilities on 65 acres, with 1.96 acres of isolated wetland fill near Eugene, OR".
 - 2. Oregon Division of State Lands Permit #FP15110.
 - 3. United States Corps of Engineers Permit 98-372.
 - 4. Declaration and Covenant for Avalon Village Wetlands Mitigation Site, Reel 2558-R, Instrument # 99051395, Lane County Official Records.
- C. The requirements of the Instrument entitled "Storm Drainage Maintenance Agreement," dated May 26, 1999, Reel 2558-R, Instrument # 99051388, Lane County Official Records, including the following obligations concerning the storm drainage easement areas described therein, which shall be owned and maintained by Avalon Village Homeowners Association:

"The areas designated on the plat as public drainage easements have been established to preserve the natural vegetation, function and character of the land along the drainage ways. The areas encumbered by said easements shall be owned and maintained by the Avalon Village Homeowners Association. Development Activities in the easement areas shall be limited to the removal of hazardous or nuisance vegetation as defined in the Eugene Code, or to City approved activities necessary for maintenance of the drainage channels. Except as otherwise required

EXHIBIT "A"

AVALON VILLAGE, PHASE 5
 LOCATED IN THE NE 1/4 OF SECTION 20,
 TOWNSHIP 17 SOUTH, RANGE 4 WEST, W.M.
 EUGENE, LANE COUNTY, OREGON
 FEBRUARY 18, 2000

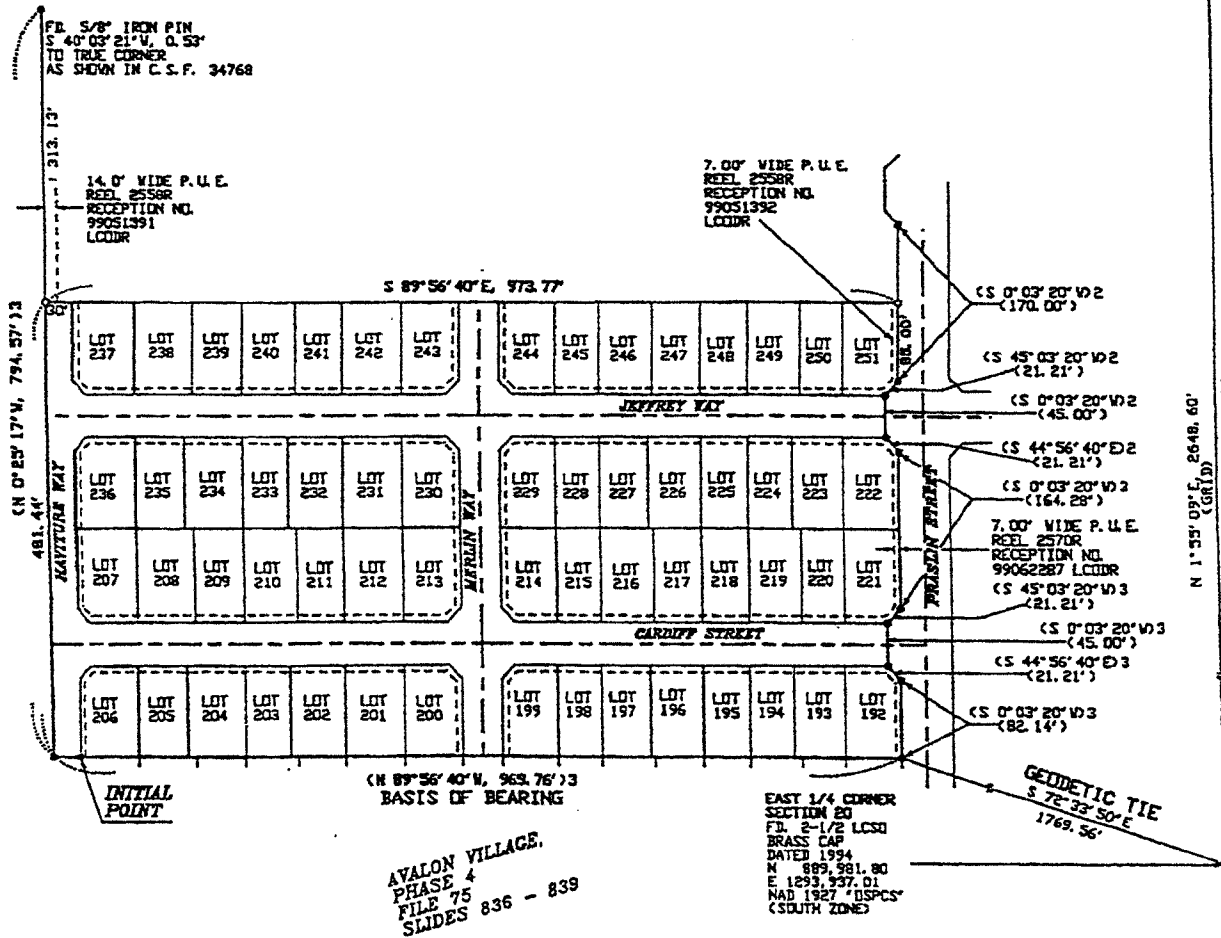
FILE _____ SLIDE _____

PLAT INDEX

PAGE 1 OF 4: BOUNDARY AND LOT CONFIGURATION
 PAGE 2 OF 4: LOTS 200 - 213, LOTS 230 - 243
 PAGE 3 OF 4: LOTS 192 - 199, LOTS 214 - 229,
 LOTS 244 - 251
 PAGE 4 OF 4: DECLARATION, NARRATIVE, APPROVALS, ETC.



NORTHEAST CORNER
 SECTION 20
 N 892.628.92
 E 1294.025.71
 NAD 1927 "OSPCS"
 (SOUTH ZONE)



LEGEND

- MONUMENTS FOUND: 5/8" IRON PIN WITH RED PLASTIC CAP STAMPED "F-N-F" UNLESS OTHERWISE NOTED
- MONUMENTS SET: 5/8 X 30" IRON PIN WITH YELLOW PLASTIC CAP STAMPED "ROBERTS SURV. INC."
- POST MONUMENTED 5/8 X 30" IRON PIN WITH YELLOW PLASTIC CAP STAMPED "ROBERTS SURV. INC."
- ▲ CALCULATED POINT
- () DATA OF RECORD BEARING AND DISTANCE EQUALS MEASURED BEARING AND DISTANCE UNLESS OTHERWISE NOTED
- DENOTES LINE NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- S.F. AREA IN SQUARE FEET
- LCSO LANE COUNTY SURVEYORS OFFICE
- LCOOR LANE COUNTY OREGON DEED RECORDS
- "OSPCS" OREGON STATE PLANE COORDINATE SYSTEM

REFERENCES

- () 1 S. C. F. 34768 BY FASSBENDER DATED DECEMBER 1, 1997
- () 2 AVALON VILLAGE, PHASE 3 FILE 75, SLIDES 818 - 822
- () 3 AVALON VILLAGE, PHASE 4 FILE 75, SLIDES 836 - 839

TRUE AND EXACT STATEMENT

I, LES ROBERTS, A REGISTERED LAND SURVEYOR IN THE STATE OF OREGON, DO CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE FINAL PLAT AS SHOWN.

LES ROBERTS "P. L. S. 1039" DATE _____

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 DEPT. OF LAND
 LES ROBERTS
 1039

PREPARED BY:
 ROBERTS SURVEYING INC.
 P. O. BOX 7155
 EUGENE, OREGON 97401
 PHONE (541)345-1112

EXPIRES 12-31-2000

AVALON VILLAGE,
 PHASE 4
 FILE 75
 SLIDES 836 - 839

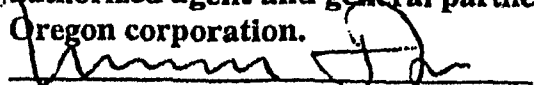
by law, no structure, including fences, shall be allowed within the easement areas. Except for any maintenance provided by the City of Eugene of the storm water conveyance facilities within the easement areas, maintenance of the easement areas, including protection of vegetation, maintenance of the riparian zone, and erosion control shall be the responsibility of the AVHA. The AVHA shall avoid allowing any pesticides, herbicides, fertilizers, petroleum based products or other hazardous or foreign substances to contaminate the drainage ways.

"The public drainage easements shall include the right of access for inspection and public maintenance purposes which shall be accorded all appropriate government agencies. Each affected property owner shall refrain from excavation of soils or other acts which will cause erosion into the drainage channels within the drainage easements. No water shall be diverted from the drainage channels within the drainage easements. The AVHA and its members shall abide by all conditions set forth in any fill/removal permits issued by the Oregon Division of State Lands, United States Army Corps of Engineers or City of Eugene.

"The above obligations, covenants, conditions and restrictions pertaining to the drainage easements may not be amended or repealed without the concurrence of the City, which concurrence shall be in writing and recorded in the Official Records of Lane County, Oregon."

IN WITNESS WHEREOF, the undersigned being Developer and Declarant herein, has executed this instrument this 4th day of April, 2000.

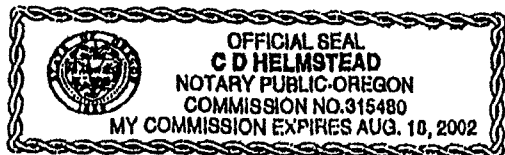
NORTHWEST LAND PARTNERS, LLC, an Oregon Limited Liability Company, by its authorized agent and general partner, FOOTE DEVELOPMENT COMPANY, INC., an Oregon corporation.


Michael Foote, President
Foote Development Company, Inc.

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Lane)

On April 4, 2000, personally appeared the above named Michael Foote and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



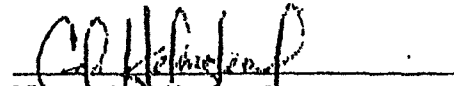

Notary Public for Oregon
My Commission Expires: Aug 10, 02

EXHIBIT "B"

**AVALON VILLAGE PHASE 5
LEGAL DESCRIPTION**

BEGINNING AT A 5/8" IRON PIN MARKING THE INITIAL POINT OF AVALON VILLAGE, PHASE 4, AS PLATTED AND RECORDED IN FILE 75, SLIDES 836-839, LANE COUNTY OREGON PLAT RECORDS, SAID POINT ALSO MARKING THE INITIAL POINT OF THIS TRACT OF LAND; THENCE ALONG THE NORTHERLY BOUNDARY OF AVALON VILLAGE, PHASE 4, NORTH 89°56'40" WEST, 30.00 FEET TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN; THENCE ALONG SAID CENTERLINE, NORTH 0°25'17" WEST, 481.44 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE, SOUTH 89°56'40" EAST, 973.77 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PRASLIN STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE AS FOLLOWS; THENCE SOUTH 0°03'20" WEST, 85.00 FEET; THENCE SOUTH 45°03'20" WEST, 21.21 FEET; THENCE SOUTH 0°03'20" WEST, 45.00 FEET; THENCE SOUTH 44°56'40" EAST, 21.21 FEET; THENCE SOUTH 0°03'20" WEST, 164.28 FEET; THENCE SOUTH 45°03'20" WEST, 21.21 FEET; THENCE SOUTH 0°03'20" WEST, 45.00 FEET; THENCE SOUTH 44°56'40" EAST, 21.21 FEET; THENCE SOUTH 0°03'20" WEST, 82.14 FEET TO A POINT MARKING THE NORTHEAST CORNER, LOT 191, AVALON VILLAGE, PHASE 4, AS PLATTED AND RECORDED IN FILE 75, SLIDES 836-839, LANE COUNTY OREGON PLAT RECORDS; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PHASE 4, NORTH 89°56'40" WEST, 939.76 FEET TO THE INITIAL POINT, ALL IN THE CITY OF EUGENE, LANE COUNTY, OREGON AND CONTAINING 10.70 ACRES, MORE OR LESS.

COPY

**SIXTH SUPPLEMENTAL DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR AVALON VILLAGE HOMEOWNERS' ASSOCIATION
ADDING PHASE 6**

THIS SIXTH SUPPLEMENTAL DECLARATION is made this 8th day of November, 2000, by **NORTHWEST LAND PARTNERS, LLC**, an Oregon Limited Liability Company ("Declarant").

RECITALS

1. Declarant is the Declarant under the original Declaration of Covenants and Restrictions for Avalon Villages Homeowners' Association (Original Declaration), dated December 12, 1997, and recorded January 8, 1998, as Doc. No. 9801262, Lane County Dept. of Deeds and Records.
2. The original declaration provides that "Declarant is reserving the right, but not undertaking the obligation, to annex additional property to the Association and subject it to the terms and provisions of this Declaration, the Articles and the Bylaws, as the same may be amended or supplemented. This right shall be limited to the property described as Exhibit 'B,' which may be developed as future phases of Avalon Village and the Common Area separately platted therein, as shown on the final plat of Avalon Village or approved reconfigurations of said lots."
3. Lots 1-29 of Avalon Village Phase 1 as platted and recorded in File 75, Slides 593-595, Lane County Plat Records, Lots 1-5 of Replat of Lot 30, Avalon Village Phase 1 as platted and recorded in File 75, Slides 706-707, Lane County Plat Records, and Lots 31-73 of Avalon Village Phase 2, as platted and recorded in File 75, Slides 708-709, Lane County Plat Records; and Lots 74-133 of Avalon Village Phase 3, as platted and recorded in File 75, Slides 818-822, Lane County Plat Records; and Lots 134-191 of Avalon Village Phase 4, as platted and recorded in File 75, Slides 836-839, Lane County Plat Records, and Lots 192-251 of Avalon Village Phase 5, as platted and recorded in File _____, Slides _____, Lane County Plat Records, have previously been submitted to the original declaration.
4. Declarant now desires to annex 25 additional lots formed by the approved plat of Phase 6, Avalon Village Lots 252-276, as platted and recorded in File _____, Slides _____, Lane County Plat Records, a copy of which plat is attached hereto as "Exhibit A-Sixth Supplemental Declaration."

Sixth Supplemental Declaration: Avalon Village Phase 6
Declarant/Grantor: Northwest Land Partners, LLC. Recording charges shall be paid by
 Northwest Land Partners, LLC Northwest Land Partners, LLC
 After recording return to P.O. Box 2478
 Northwest Land Partners, LLC Eugene, OR 97402
 P.O. Box 24728
 Eugene, OR 97402

NOW, THEREFORE, it is declared as follows:

PROPERTY ANNEXED

In addition to the property previously submitted to the Original Declaration, the real property which is and shall be held, transferred, sold, conveyed and occupied subject to the Original declaration, as the same may be amended or supplemented, consists of Lots 252-276 of the final plat of Avalon Village Phase 6, File _____, Slides _____, Lane County, Oregon Plat Records, a copy of which is attached hereto and incorporated herein as "Exhibit A-Sixth Supplemental Declaration."

A legal description of Avalon Village Phase 6 is also attached hereto and is incorporated herein as "Exhibit B-Sixth Supplemental Declaration."

The property hereby annexed is by this declaration made subject to the following:

- A. The requirements of the Original Declaration, including but not limited to the requirements of Article 7, COMMON PROPERTY, as thereafter supplemented and amended;
- B. The requirements of the following regulatory permits concerning the common property, which includes wetlands and wetland mitigation areas:
 - 1. Oregon Department of Environmental Quality Certification Letter dated August 5, 1998, regarding "#98-372 Northwest Land Partners LLC: Construct a subdivision with associated facilities on 65 acres, with 1.96 acres of isolated wetland fill near Eugene, OR".
 - 2. Oregon Division of State Lands Permit # FP15110.
 - 3. United States Corps of Engineers Permit 98-372.
 - 4. Declaration and Covenant for Avalon Village Wetlands Mitigation Site, Reel 2558-R, Instrument # 99051395, Lane County Official Records.
- C. The requirements of the Instrument entitled "Storm Drainage Maintenance Agreement," dated May 26, 1999, Reel 2558-R, Instrument # 99051388, Lane County Official Records, including the following obligations concerning the storm drainage easement areas described therein, which shall be owned and maintained by Avalon Village Homeowners Association:

"The areas designated on the plat as public drainage easements have been established to preserve the natural vegetation, function and character of the land along the drainage ways. The areas encumbered by said easements shall be owned and maintained by the Avalon Village Homeowners Association. Development activities in the easement areas shall be limited to the removal of hazardous or nuisance vegetation as defined in the Eugene Code, or to City

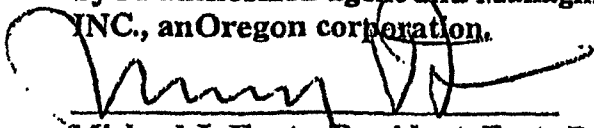
approved activities necessary for maintenance of the drainage channels. Except as otherwise required by law, no structure, including fences, shall be allowed in the easement areas. No fill or dumping of debris shall be allowed within the easement areas. Except for any maintenance provided by the City of Eugene of the storm water conveyance facilities within the easement areas, maintenance of the easement areas, including protection of vegetation, maintenance of the riparian zone, and erosion control shall be the responsibility of the AVHA. The AVHA shall avoid allowing any pesticides, herbicides, fertilizers, petroleum based products or other hazardous or foreign substances to contaminate the drainage ways.

"The public drainage easements shall include the right of access for inspection and public maintenance purposes which shall be accorded all appropriate government agencies. Each affected property owner shall refrain from excavation of soils or other acts which will cause erosion into the drainage channels within the drainage easements. No water shall be diverted from the drainage channels within the drainage easements. The AVHA and its members shall abide by all conditions set forth in any fill/removal permits issued by the Oregon Division of State Lands, United States Army Corp of Engineers or City of Eugene."

"The above obligations, covenants, conditions and restrictions pertaining to the drainage easements may not be amended or repealed without the concurrence of the City, which concurrence shall be in writing and recorded in the Official Records of Lane County, Oregon."

IN WITNESS WHEREOF, the undersigned being Developer and Declarant herein, has executed this instrument this 8th day of November, 2000.

NORTHWEST LAND PARTNERS, LLC, an Oregon Limited Liability Company, by its authorized agent and Managing Member, FOOTE DEVELOPMENT COMPANY, INC., an Oregon corporation.




Michael J. Foote, President, Foote Development Company, Inc.

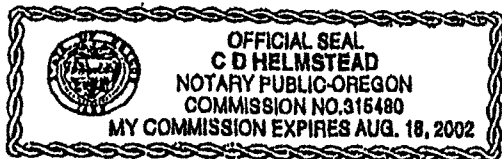
ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Lane)

On November 5, 2000, personally appeared the above-named Michael J. Foote and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:



Notary Public for Oregon
My Commission Expires: 8-18-02



AVALON VILLAGE, PHASE 6
 LOCATED IN THE NE 1/4 OF SECTION 20,
 TOWNSHIP 17 SOUTH, RANGE 4 WEST, W.M.
 EUGENE, LANE COUNTY, OREGON
 NOVEMBER 6, 2000

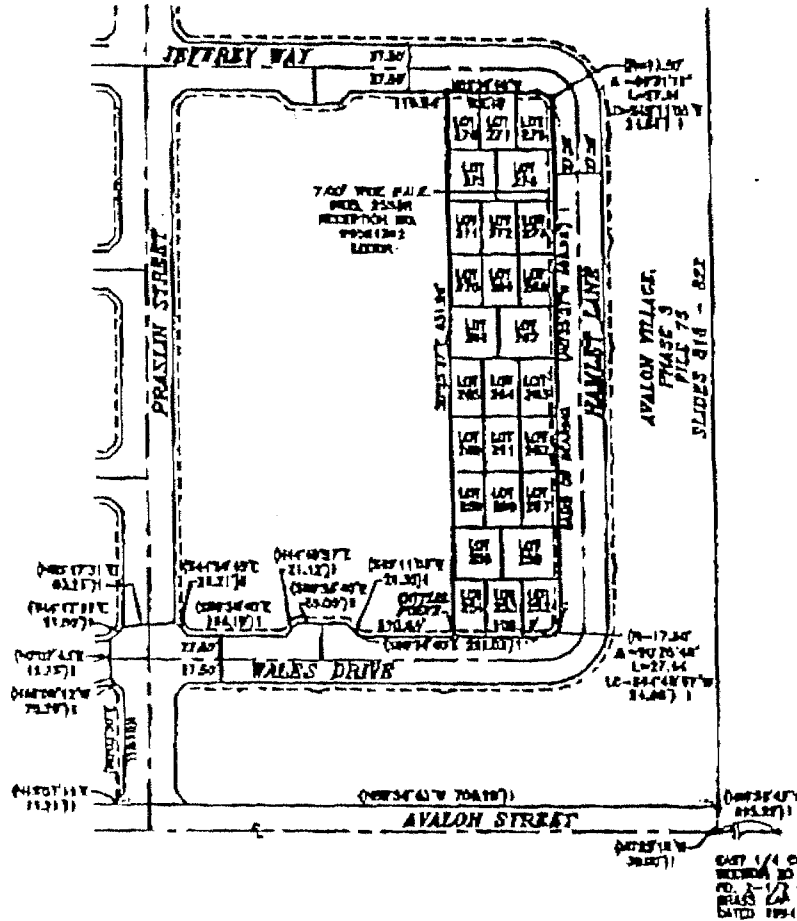
FILE _____ SLIDE _____

FLAT INDEX

- PAGE 1 OF 4: BOUNDARY AND LOT CORRELATION
 EASEMENT RECDING INFORMATION
 EASEMENT LINT DATA
- PAGE 2 OF 4: LOTS 252-278
- PAGE 3 OF 4: EASEMENT DETAILS
- PAGE 4 OF 4: DECLARATION, SANITARY, APPROXIS, ETC.

LEGEND

- MONUMENTS FOUND: 5/8" IRON PIN WITH RED PLASTIC CAP STAMPED "T-34" UNLESS OTHERWISE NOTED
- MONUMENTS SET: 1/2" x 20" IRON PIN WITH YELLOW PLASTIC CAP STAMPED "ROBERTS SURV. INC."
- POINT MONUMENTED: 1/4" x 3/8" IRON PIN WITH YELLOW PLASTIC CAP STAMPED "ROBERTS SURV. INC."
- CALCULATED POINT
- ◁ ▷ DATA OF RECORD BEARING AND DISTANCE (ANGLES MEASURED BEARING AND DISTANCE UNLESS OTHERWISE NOTED)
- DENOTES LINE NOT TO SCALE
- PAVE PUBLIC UTILITY EASEMENT
- SL. AREA IN SQUARE FEET
- LEOD LANE COUNTY SURVEYORS OFFICE
- LEOD LANE COUNTY OREGON DEED RECORDS



REFERENCES

- (1) AVALON VILLAGE PHASE 3
 FILE 73, BLOCK 614 - 621

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

STAMP
 BY: [Signature]
 RED & BLACK
 INK
 DATED 11-21-2000

PREPARED BY:
 ROBERTS SURVEYING INC.
 P.O. BOX 7135
 EUGENE, OREGON 97401
 PHONE (541)345-1112

EXHIBIT "A"

EASEMENTS OF ENJOYMENT FOR LOTS 252 - 278
 BY SEPARATE DOCUMENT
 RECEIPTION NO. : _____

PRIVATE RECIPROCAL UTILITY, ACCESS, AND DRAINAGE
 EASEMENTS AND MAINTENANCE AGREEMENT
 FOR LOTS AS LISTED BELOW:

- LOTS 252-256
 RECEIPTION NO. : _____
- LOTS 257-262
 RECEIPTION NO. : _____
- LOTS 263-267
 RECEIPTION NO. : _____
- LOTS 268-273
 RECEIPTION NO. : _____
- LOTS 274-278
 RECEIPTION NO. : _____

MAP 17-04-20-14
 A PORTION OF S&W LOT 100
 PLANNING FILE NO. E 87-00 & 87 00-14

After Recording Return To
Western Pioneer Title Co.
PO Box 10146
Eugene, OR 97440
WPTCO 165626-C

Division of Chief Deputy Clerk
Lane County Deeds and Records

2001-007659



\$25.00

00149509200100076590010016

02/13/2001 09:48:54 AM

RPR-AMEN Cnt=1 Stn=6 CASHIER 05
\$5.00 \$10.00 \$11.00

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR AVALON VILLAGE HOMEOWNER'S ASSOCIATION

The Declaration of Covenants and Restrictions recorded January 8, 1998, Reception No. 98-01262, Official Records of Lane County, Oregon, and supplemented by instruments recorded September 17, 1998, Reception No. 98-74175; September 21, 1998, Reception No. 98-75167; June 8, 1999, Reception No. 99-051396; July 16, 1999, Reception No. 99-062289; August 17, 2000, Reception No. 2000-047713; and December 12, 2000, Reception No. 2000-070479, Official Records of Lane County, Oregon, (the "Declaration") is hereby amended as follows:

1. That portion of Section 8.2.3, which recites:

"Notwithstanding any other provisions of this Section 8.2, the general assessments of the Association may not be increased by more than twenty percent (10%) in any one year without approval of a majority of the Owners at a meeting at which a quorum exists, or a majority of the votes of all Owners, if the vote is taken by written ballot", is hereby changed to read as follows:

"Notwithstanding any other provisions of this Section 8.2, the general assessments of the Association may not be increased by more than ten percent (10%) in any one year without approval of a majority of the Owners at a meeting at which a quorum exists, or a majority of the votes of all Owners, if the vote is taken by written ballot."

Except as specifically modified herein, all other terms and provisions of said "Declaration" remain in full force and effect.

Northwest Land Partners, LLC,
by Foote Development Company, Inc.,
a California Corporation, Managing Member

By [Signature]
Michael J. Foote, President,
Foote Development Company, Inc.



STATE OF OREGON)
County of LANE) ss.

On this the 8th day of February, 2001 personally appeared the above-named Michael J. Foote as President of Foote Development Company, Inc. and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:
[Signature]
Notary Public for OREGON
My Commission Expires 12/3/2002

/foote

Division of Chief Deputy Clerk
Lane County Deeds and Records

2000-070479



\$51.00

0013635220000704790060061

12/12/2000 01:13:11 PM

RPR REST - 1 - 3 CASHIER 05

\$30.00 \$10.00 \$11.00

EXHIBIT B - SIXTH SUPPLEMENTAL DECLARATION

PROPERTY DESCRIPTION AVALON VILLAGE, PHASE 6

A tract of land being situated in the Northeast $\frac{1}{4}$, Section 20, Township 17 South, Range 4 West of the Willamette Meridian, said tract being more particularly described as follows:

Commencing at a Lane County Surveyors Office Brass Cap marking the East $\frac{1}{4}$ Corner of Section 20, Township 17 South, Range 4 West of the Willamette Meridian: thence along the East-West centerline of Section 20, North $89^{\circ}56'43''$ West 995.22 feet to a point: thence leaving said East-West centerline, North $0^{\circ}25'19''$ West 30.00 feet to a point, said point lies on the Northerly right-of-way line of Avalon Street and marks the Southeast corner of Avalon Village, Phase 3, as platted and recorded in File 75, Slides 818-822, Lane County Oregon Plat Records: thence along said Northerly right-of-way line North $89^{\circ}56'43''$ West 708.29 feet to a point, said point marks the Southwest corner of Avalon Village, Phase 3: thence along the boundary of Avalon Village, Phase 3 as follows: North $45^{\circ}03'19''$ East, 21.21 feet to a point: thence North $0^{\circ}03'20''$ East, 118.10 feet to a point: thence North $46^{\circ}09'42''$ West, 20.76 feet to a point: thence North $0^{\circ}02'43''$ East, 45.23 feet to a point: thence North $44^{\circ}17'11''$ East, 21.50 feet to a point: thence North $85^{\circ}17'31''$ East, 60.21 feet to a point: thence South $44^{\circ}56'40''$ East, 21.21 feet to a point: thence South $89^{\circ}56'40''$ East, 114.18 feet to a point: thence North $44^{\circ}48'57''$ East, 21.12 feet to a point: thence South $89^{\circ}56'40''$ East, 55.00 feet to a point: thence South $45^{\circ}11'03''$ East, 21.30 feet to a point: thence South $89^{\circ}56'40''$ East, 110.84 feet to a point, said point marks the POINT OF BEGINNING of this tract of land: thence continuing along said boundary of Avalon Village, Phase 3, South $89^{\circ}56'40''$ East, 108.19 feet to a point: thence along the arc of a 17.50 foot radius curve to the left (the chord of which bears North $44^{\circ}48'57''$ East, 24.85 feet) a distance of 27.64 feet to a point: thence North $0^{\circ}25'27''$ West, 596.96 feet to a point: thence along the arc of a 17.50 foot radius curve to the left (the chord of which bears North $45^{\circ}11'03''$ West, 24.64 feet) a distance of 27.34 feet to a point: thence North $89^{\circ}56'40''$ West, 108.48 feet to a point: thence leaving said boundary of Avalon Village, Phase 3, South $0^{\circ}25'27''$ East, 631.96 feet to the point of beginning, all in the City of Eugene, Lane County, Oregon and containing 1.82 acres, more or less.