

AFTER RECORDING, RETURN TO:  
LANE COUNTY SURVEYOR'S  
PSB, 125 E. EIGHTH AVENUE  
EUGENE, OR 97401

8420APR.01'94#05REC 70.00

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

8420APR.01'94#05PFUND 10.00

FOR

ROCKRIDGE P.U.D.

THIS DECLARATION made this 16<sup>th</sup> day of March, 1994, by Rock Ridge Joint Venture, consisting of K.B.T.C. Company, Inc. and R.E. Jeffs & Assoc., Inc., d.b.a. Pacific Coast Investments, (Declarant). This Declaration as recorded by the above date supersedes all previous recorded versions of this Declaration.

RECITALS

Declarant is the owner of certain real property described on Exhibit "A" hereto attached and in the plat of Rockridge P.U.D. filed in the Plat Records of Lane County, Oregon (the "Property"), and desires to create thereon a planned community to be known as Rockridge.

Declarant is developing a planned unit development on the property consisting of single family residences and desires to establish roads and other common facilities and provide for the management, maintenance and repair of such property within the property for the benefit of the property.

Declarant desires to provide for the preservation of the values and amenities on the properties for the management, supervision and maintenance of the Common Area and common facilities within the property and to accomplish this result desires to subject the property to these covenants, conditions and restrictions, charges and liens, each and all of which are for the benefit of the property and each owner and title holder thereof. For the efficient preservation of the values and amenities of the property, Declarant desires to create an entity which will be delegated and assigned the powers of maintaining, managing, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created. For this purpose, an Oregon nonprofit corporation, Rockridge P.U.D. Homeowners Association, has been incorporated under the laws of the sale of Oregon.

NOW, THEREFORE, Declarant hereby declares that all of the property described on Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties or any thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner and to the benefit of Lane County, Oregon.

ARTICLE 1  
DEFINITIONS

The terms used herein shall generally be given their natural commonly accepted definitions.

1.1 "Association" means Rockridge P.U.D. Homeowners Association, an Oregon nonprofit corporation, its successors and assigns.

1.2 "Owner" means the record owner, whether one or more persons or entities, of a free simple title to any lot which is a part of the property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

1.3 "Property" means that certain real property described on Exhibit A, attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.4 "Common Area" means all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Common areas "A" and "B" as shown on Plat.

All roads within the subdivision, as platted and recorded in File 74, Slide 174, Lane County Oregon Plat Records. The roads are described as "Private" on the plat.

All easements for Wetlands and mitigation structures, underground utilities and their related appurtenances above ground which the Declarant shall reserve and record in connection with development of the property pursuant hereto.

1.5 "Common Facilities" means all improvements created, placed, maintained or located upon the Common Area for the use and enjoyment of the lot owners, their heirs, successors and assigns, including, but not limited to, roads, utility systems and other improvements. The drain pipe and structure located on lot 28 is also a "Common Facility".

1.6 "Lot" means any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

1.7 "Declarant" means Rockridge Joint Venture, consisting of K.B.T.C. Company, Inc. and R.E. Jeffs & Assoc., Inc., d.b.a. Pacifica Coast Investments, its successors and assigns, if such assigns and successors acquire more than one undeveloped lot from the Declarant for the purpose of development.

1.8 "Member" means all those owners who are members of the Association as provided herein.

1.9 "County" means Lance County, Oregon.

1.10 "Taxes" means real property taxes assessed upon the Common Area.

1.11 "Assessment Period" means the calendar year, January 1 through December 31 of each year.

1.12 "Improvements" means all residences fences, walls, outbuildings, temporary building, appurtenant buildings, accessory buildings, commercial buildings, shrubbery, exterior lighting, television antennas, swimming pools, and other attributes placed upon a lot within the property.

1.13 "Committee" means the Architectural Committee as described herein.

1.14 "Board" means the Board of Directors of the Association.

ARTICLE II  
PROPERTY RIGHTS

2.1 Owner's Easements of Enjoyment Every owner shall have a right and non-exclusive easement of enjoyment, use and access in and to the Common Area and the common facilities which shall be appurtenant to and shall pass with the title to every lot for the benefit of the owners and the owners' guests, subject to the following:

2.1.1 This declaration, the Bylaws and the rights of the Association to adopt and publish rules and regulations governing the use of the Common Area and common facilities and the personal conduct of the members and their guests thereon, and to establish penalties for infractions thereof.

2.1.2 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, and further, subject to acceptance of such dedication by the public agency, authority of utility. No such dedication or transfer shall be effective unless an instrument signed by two-thirds of each class of members agreeing to such dedication or transfer has been recorded.

2.1.3. The right of Declarant and Association to borrow for the purpose of improving the Common Area and common facilities.

2.2 Common Facilities No representations or warranties, written or oral, have been or are made by Declarant or any other person with regard to the nature or size of Common Area and common facilities or the continuing ownership or operation of the Common Area or common facilities.

ARTICLE III  
EASEMENTS

3.1 Owner's Utility Easement Every owner may have a permanent easement attached to his or her lot for the purpose of installing, maintaining, repairing the replacing underground utilities and related appurtenances above ground. The underground utilities which may be installed within the easement include electricity, water, drainage, telephone service, gas, television antenna systems and other similar residential utilities and services. The easement shall be in favor of the Association and the various utility companies providing services to the property. The rights and duties of the owners of the lots with respect to the utilities shall be as follows:

3.1.1 Whenever connections for any utility are installed within the property, with connections or any portion thereof lying upon or in lots owned by others than the owners of the lots served by such connections, the owners of any lots served by the connections shall have the right to enter upon lots or to have the utility companies enter upon the lots within the property in or upon which the connection or any portion thereof lie, to repair, replace and generally maintain the connections as and when the same may be necessary.

3.1.2 Whenever connections for any utility serving more than one lot are installed within the property, the owner of each lot served by the connections shall be entitled to the full use and enjoyment of the portions of the connections which service such lot.

3.2 Location of Easements All of the Common Area may be used for location of utilities, whether underground or aboveground. In addition, the Declarant may identify specific utility easements on any lots in the course of development of the property. Such utility easements identified by the Declarant shall not encroach upon any structure built upon any lot. Upon completion of development of the utility systems, Declarant shall map the utility easements on a copy of the recorded plat and shall record that document with Lane County within 90 days of completion of development of the utility systems. Any deed from the Declarant conveying one or more lots to any person is given subject to Declarant's reserved right to identify such utility easement during the development process, whether or not such reservation is stated in the deed.

3.3 Conventants Running With Land. Each of the easements provided for herein shall be established upon the recording of this Declaration except that the utility easements to be identified by Declarant shall be effective when identified by Declarant during development. All easement shall be covenants running with the land for the use and benefit of the lots, and the Association and shall be superior to all other encumbrances applied against or in favor of any portion of the property.

3.4 Prior Utility Easement. Notwithstanding anything herein expressed or implied to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant or any other over the property for the installation and maintenance of utilities, water, drainage and similar facilities which are necessary or appropriate for the development of the property.

ARTICLE IV  
MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

4.2 Classes of Membership. The Association shall have two classes of voting membership:

4.2.1 Class A members shall be all owners with the exception of the Class B member, and shall be entitled to one vote for each lot owned. When more than one person is an owner of any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

4.2.2 The Class B member shall be the Declarant. The Class B member shall be entitled to three votes for each lot in which it holds the interest required for membership in the Association. Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. Provided, however, in no event shall the Class B membership be converted to Class A membership if the property is part of a general plan of development and one or more stages of the development have not been processed with the appropriate governmental agency and the plat or plats therefore have not been recorded and made subject to the covenants.

4.3 Transitional Advisory Committee. At such time as Declarant has conveyed 50 percent of the lots to owners entitled to Class A membership, the Association shall form a Transitional Advisory Committee pursuant to ORS 94.604. The Transitional Advisory Committee shall be constituted in accordance with ORS 94.604. Thereafter, pursuant to ORS 94.609, turnover of the administrative responsibility to the Association by Declarant shall occur.

4.4 Rights and Obligations of the Association

4.4.1 Management The Association, subject to the rights of owners set forth herein, shall manage and control the Common Area and common facilities and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

4.4.2 Operation The Association may acquire, hold and dispose of tangible and intangible personal property and real property. Declarant may convey to the Association improved or unimproved real property located within the property, personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained as Common Area and common facilities by the Association at the Association's expense for the benefit of the owners and members subject to any restrictions set forth in the deed. Declarant shall convey the initial Common Area to the Association prior to or concurrent with the initial conveyance of lots to an owner.

4.4.3. Enforcement The Association may impose sanctions for violations of these Declarations, the Bylaws or rules in accordance with procedures established by the Association, including reasonable monetary fines and suspension of the right to vote. In addition, the Association may exercise self help to cure violations and may suspend services provide by the Association to any owner or member in violation. The Association may seek relief in any court for violations or to abate violations or nuisances. The Association may enforce county and city ordinances and assist the appropriate governmental agency in enforcing applicable ordinances on the property for the benefit of the Association and members.

4.4.4 Indemnification The Association shall indemnify every officer, director and committee member against all expenses, including legal fees reasonably incurred in connection with any action, suit or other proceeding, including settlement of any suit or proceeding, if approved by the Association to which he or she may be a party by reason of being or having been an officer, director or committee member and provided that such liability is not incurred as a result of the gross negligence of the individual seeking indemnification. The officers, directors and committee members shall have not personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other right.

4.4.5. Security The Association may, but shall in no way be obligated to, maintain or support certain activities within the property designed to make the property safer. Neither the Association, Declarant or any successor shall in any way be considered insurers or guarantors of security within the property nor shall any of them be held liable for any loss, cost, damage or expense by reason of failure to provided adequate security or of ineffectiveness of security measures taken. No representation of warranty is made that any fire protection system, burglar alarm system or other security system cannot be compromised or circumvented nor that any such system or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each owner and member acknowledges, understands and covenants to inform its tenants, guests and family members that the Association, Declarant and any successor are not insurers and that each person using the property assumes all risks for loss or damage to persons, improvements and contents thereof resulting from acts of third parties.

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

5.1 Creation of Lien. Personal Obligation Declarant, for each lot owned within the property, hereby covenants for itself and its successors and assigns of each and every portion of each lot owned within the property whether or not such covenant shall be contained or expressed in a deed to such successors or assigns and agrees to pay the following:

5.1.1 Annual general assessments or charges as established by the Association.

5.1.2 Special assessments for capital improvements by the Association and tax assessments upon the Common Area and common facilities.

5.1.3 All assessments and special charges together with interest costs and reasonable attorney's fees shall be charged on the lot against which each such assessment or charge is made. Each such assessment or charge together with interest costs and reasonable attorney's fees shall also be the personal obligation of the owner of such property at the time the assessment or charge falls due, except the personal obligation of the owner of such property at the time the assessment or charge falls due, except, the personal obligation shall not pass to successors in title unless expressly assumed by them and shall only remain a lien on the lot.

5.2 Purpose of Assessments and Special Charges General assessments and special charges levied by the Association shall be used exclusively to promote the health, safety and welfare of the owners and members for the improvement and maintenance of the Common Area and common facilities, and for payment of taxes upon the Common Area and common facilities.

5.3 Maximum Annual General Assessment Until January 1 of the year immediately following the conveyance of the Common Area to the Association, the maximum annual general assessment shall be \$100 per lot. From and after January 1 of the year immediately following conveyance of the Common Area, the annual general assessment shall be established by the Association. In no event shall such maximum annual general assessment be increased more than ten percent in any one calendar year. At any time while there is a maximum general assessment, the Association may fix the annual assessment in any amount less than the maximum.

5.4 Budget Prior to the annual meeting of the Association a budget shall be prepared covering the estimated operating cost for the incoming year and proposing an assessment to be levied against each lot for such year. Such budget shall be delivered to each member at least 15 days prior to the annual meeting. The budget and assessment shall become effective unless disapproved at the annual meeting by a vote of the majority of the total membership.

5.5 Special Assessments In addition to the annual general assessment, the Association may levy a special assessment applicable to any particular year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the common facilities including fixtures and personal property related thereto, provide that any such assessment shall have the assent and approval of two-thirds of the votes of each class of members voting in person or by proxy at a meeting duly called for that purpose. All such assessments shall apply prospectively for that purpose. All members acknowledge and agree that an additional assessment may be levied in the future for construction of sidewalks on the west side of Willamette Street. Each member agrees to share in such assessment as the Association deems appropriate should such assessment become necessary.

5.6 Assessment for Taxes In addition to the general and special assessments, the Association may, in the absolute discretion of the Association, fix a special charge and assessment each year for the purpose of paying taxes before they become delinquent.

5.7 Notice and Quorum For Special Assessments Written notice of any meeting called for the purpose of taking any action for special assessments shall be sent to all members not less than 15 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

5.8 Date of Commencement of Annual General Assessments. The general assessments shall commence as to all lots on the first day of the month following the conveyance of the Common Area to the Association. The first general assessment shall be adjusted according to the number of months remaining in the calendar year.

5.9 Effect of Nonpayment. Any general assessment, special assessment or special charge not paid within 30 days after the due date shall be in default. Upon default, and upon five days written notice, such charge for assessment shall bear interest from the first day of the year in which the assessment or special charge applies, at a rate which is three points over the rate then established by the First Interstate Bank of Oregon, N.A., Eugene Main Branch, as the prime rate for the Eugene-Springfield, Oregon area. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments or special charges by non-use of the Common Area or abandonment of any lot.

## ARTICLE VI MAINTENANCE

6.1 Association's Responsibility. The Association shall maintain and keep in good repair the Common Area and common facilities which shall include but need not be limited to:

6.1.1 All landscaping and other flora, street signage, structures, and improvements, including any private streets, bike and pedestrian pathways and easements along the creek bed and other improvements in the Common Area and common facilities.

6.1.2 Landscaping, sidewalks, street lights and signage within public rights-of-way within or abutting the property, and landscaping and other flora within any public utility easements and conservation easements within the property.

6.1.3 The six-foot high black vinyl coated chain link fence (including gate) which is generally located on the common property line between the Property and the Sunset Hills Cemetery and which is provided for in Section 2 of the Agreement Regarding Emergency Access Easement/Covenants Running with the Land/Amendment to Tank Easement between Uniservice Corporation d.b.a. Sunset Hills Memorial Gardens ("Sunset Hills") and Rock Ridge Joint Venture and the Declarant recorded on Reel #1855r, Page 9336465 in Lane County Records ("the Emergency Access Agreement") which by this reference is incorporated herein. The Association shall also perform all such maintenance and repair obligations which, as provided in Section 6 of the Emergency Access Agreement are to be included as part of these Covenants, Conditions and Restrictions (and which Association obligations as well as those in this Section 6.1.3 are also the joint and several obligations of Rock Ridge Joint Venture and Declarant.

6.2 Easements Easements are hereby reserved in favor of the Association over the property as necessary to enable to Association to fulfill such responsibilities for landscaping, maintenance and repair, including drainage of water from impervious surfaces through underground drainage systems.

6.3 Owner's Responsibility Each owner shall maintain such owner's lot and all improvements thereon in a manner consistent with the remaining property. In addition to any other enforcement rights, if an owner falls properly to perform such maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the owner. The Association shall afford the owner reasonable notice and an opportunity to cure any breach or failure of an owner's part prior to entry on the lot by the Association, except when entry is required due to an emergency situation.

6.3.1 All impervious surfaces on each owner's lot shall drain to the storm sewer system in enclosed drains and such drainage shall be constructed and maintained by the lot owner. The storm sewer system and drainage way thereby shall be maintained by the Association.

6.4 Drainage Way There exists on the real property encumbering certain lots a natural drainage way through the property as shown on exhibit "B". The areas defined boundaries are approximately 10 feet to either side of the centerline of the creek. The Association will maintain the drainage way in accordance with the P.U.D. agreement and with the conditions set forth in the agreement with Edgewood Townhouse Association recorded with Lance County Oregon Deed Records reception #9357648. No owner shall take any action which would impair the use and purposes of the drainage way, including, but not limited to, landscaping or the creation of other structures and improvements.

6.4.1. Wetland areas as shown on exhibit "B" shall not be drained, nor shall water be diverted in any way. The association will maintain, create, protect and preserve the landscape of the wetland areas in accordance with the Division of State Lands wetlands fill permit #7436. The natural vegetation in the wetland areas shall not be disturbed, except where necessary to reduce fire hazards as approved by the Division of State Lands.

## ARTICLE VII

### CONVEYANCE OF COMMON AREA AND COMMON FACILITIES TO ASSOCIATION

7.1 Conveyance by Declarant Declarant, in Declarant's sole discretion, shall transfer the Common Area and common facilities to the Association at such time as Declarant deems appropriate but in no event subsequent to the initial conveyance of any lots by Declarant to an owner. At the time of such transfer, the Common Area and common facilities shall be free and clear of all liens and encumbrances which would place a monetary burden on

ARTICLE VIII  
LOT USE RESTRICTIONS

8.1 Permitted Uses Maximum residential development on each lot shall be one single family dwelling and appropriate additional improvements and structures thereto as provided in paragraph 8.7. There shall be a maximum of 44 residential lots on the property. No lot may be further subdivided. There shall be no residential structures or dwellings in the Common Area.

8.2 Garbage and Refuse No lot shall be used or maintained as a dumping ground or storage ground for rubbish, trash, garbage or other wastes, including hazardous wastes and materials, except for the storage of such materials in sanitary garbage containers stored within the dwelling or garage, and stored in accordance with applicable laws.

8.3 Parking Parking spaces for automobiles, boats, and recreational vehicles shall be screened from view of any road or neighboring views, by means of a structure, or vegetation approved by the Architectural Control Committee as hereafter provided. Parking for more than two automobiles and one utility or recreational vehicle must be approved by the Architectural Control Committee.

8.4 Trailers, Mobile (pre manufactured), Domed or Earthbermed Homes Trailers, mobile (pre manufactured) Domed or Earthbermed homes shall not be used for permanent or temporary residences. Exception is allowed for trailers or mobile homes owned and occupied by developers for on-site security during construction.

8.5 Nuisance No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to be property.

8.6 Signs No signs or other advertising device shall be erected or maintained upon any part of the property, except one sign identifying the contractor and architect during construction or advertising a home for sale, provided the sign is no larger than 4' x 4'. Declarant may erect and maintain on the property such signs, buildings and advertising devices as it deems necessary and proper in connection with the conduct of its operations for the development, improvement, subdivision and sale of the property and lots therein. The Association or Declarant may erect and maintain a sign at the entrance of the property identifying Rockridge P.U.D.

8.7 Outbuildings Structures such as dog houses, tool sheds, barns and the like which are not intended for permanent or semi-permanent use, are not specifically prohibited. The structures are subject to the approval of the Architectural Control Committee. No tents, shacks or other type of buildings shall be used as a residence either temporarily or permanently.

8.8 Residential Use All lots shall be used strictly for residential use for single family dwellings.

8.9 Animals and Livestock Animals on the property shall be limited to domestic pets. Such animals shall be kept and maintained in a fashion so as not to create a hazard or disturbance to the property, lots or wildlife therein. No animals may be kept, maintained or bred for any commercial purpose.

8.10 Residential Dwelling Restrictions Each residence constructed on any lot shall be constructed pursuant to at least the following minimum standards as approved by the Architectural Control Committee as hereafter provided:

8.10.1 Each residential unit must be located in the building envelope as described on exhibit "B" and as located by Declarant.

8.10.2 Each residential dwelling unit must be not less than 1500 square feet.

8.10.3 No mobile home, trailer, manufactured home or prefabricated dwelling structure shall be located on any lot for residential dwelling purposes.



8.10.4 Each dwelling unit shall be painted or stained in a natural tone to blend in with existing surroundings.

8.11 Landscaped Areas Each lot is divided into four zones as follows:

8.11.1 Building Zone The "Building Zone" is defined as the area within which the building may be placed. The Building Zone is also described as the Building Envelope as described on exhibit "B" and as located by the Declarant.

8.11.2 Clear Zone The "Clear Zone" is defined as the area which extends 15 feet from each side of the proposed improvement. The Clear Zone must be cleared of all trees and shrubs during construction or after construction is completed, the Clear Zone may be planted with flowers, shrubs, and lawn as approved by the Architectural Control Committee.

8.11.3 Buffer Zone The "Buffer Zone" is defined as the area extending 15 feet from the edge of the Clear Zone. The Buffer Zone is to form a transition between the Clear Zone and the Preservation Zone. The Architectural Control Committee will provide a list of planting materials available for use in the Buffer Zone. Only such vegetation as is permitted by the Architectural Control Committee shall be removed from the Buffer Zone.

8.11.4 Preservation Zone The "Preservation Zone" is defined as all area not within the perimeter of the improvement areas, the Clear Zone and the Buffer Zone. The Preservation Zone will have existing hazardous materials, such as poison oak, blackberries and other damaged and fallen trees and shrubs removed. This area will have the undergrowth and other material which may present a fire danger, such as fallen tree limbs and dead shrubs, removed. The owner may select planting materials from a list supplied by the Architectural Control Committee to be located in the Preservation Zone. It is the goal of the Homeowners Association that the Preservation Zone appear as it exists in a natural and wild condition. Within the Preservation Zone there is three distinctive areas as shown on attachment "B", the Buffer Zone, the Draining way/Wetlands Areas and the Steep Slope areas. The forested areas in these special areas within the preservation zones shall not be subject to tree cutting except to the extent necessary to reduce hazards to property or to maintain the health of the health of the forested areas. Each resident shall avoid allowing any pesticides, herbicides, fertilizers, petroleum based products or other hazardous or foreign substances to contaminate the wetland areas. Natural vegetation shall not be disturbed, except where necessary to reduce fire hazards in the Wetland Areas.

8.11.5 Street Trees As a condition of approval of the subdivision, each lot owner must make and maintain the street trees as required by the conditions of approval for the subdivision.

8.12 Architectural Control There is hereby established as a part of the Association an Architectural Control Committee. The initial members of the Architectural Control Committee shall consist of three members and will be appointed by the Declarant. The initial committee shall act and serve until the record owners of lots which are subject to the covenants herein set forth designate by a two-thirds majority vote in a written instrument, their authorized representatives who thereafter shall have the powers, subject to the same stipulations as previously delegated to the Committee. Declarant may change the membership of the initial Committee until such time as the record members first designate by two-thirds majority vote their representatives on the Committee. The Committee may designate a representative to act for the Committee. In the event of the death or resignation of any member of the Committee, the remaining members shall have the full authority to designate a successor.

No building, fence or improvements shall be erected, placed or altered and remodeled on any lot until the building, plans, specifications, and plot plans showing the location of such building and improvements have been approved by the Architectural Control Committee or its authorized representative in writing for conformity and harmony of external design with the existing improvements in the area and to location of the building with respect to topography and property lines. Included with the building plans submitted for residence shall be a general landscaping plan for each lot.

8.12.1 Removal of Trees It is the intent of Declarant that no mature trees shall be cut or removed from the preservation area designated on exhibit "B" except as are necessary to maintain the Common Area and common facilities or to prevent risk of danger or harm. Only trees which are dead or threaten the common facilities shall be removed from the preservation area without the prior written consent of the Architectural Control Committee. No trees shall be removed from any lot without the prior written approval of the Architectural Control Committee unless such tree is dead or represents a present danger to owners or others. No trees shall be cut on any lot except as is necessary to construct and reasonably establish the improvements on such lot. In allowing any trees to be cut and removed, the Architectural Control Committee should give primary consideration to the preservation of privacy and screens between lots, Common Area and common facilities, and the preservation area designated on the plat.

8.13 Procedure Plans and specifications shall be submitted to the Design Review Committee in accordance with the Architectural Review Committee Guidelines.

8.13.1 Review The Committee will act upon the plans within one week of their submission unless agreement of the owner is obtained to allow a longer period.

8.13.2 Fees The Committee may charge and collect a fee or sum as the Committee may determine payable to the Association for each examination of the plans and specifications submitted for approval pursuant to these covenants. Such fees shall be payable at the time such plans and specifications are submitted.

8.13.3 Policies The Committee may establish policies and guidelines from time to time and make these available to owners prior to submission of plans by owners. The Committee shall freely cooperate with lot owners to minimize submission of plans which are not acceptable to the Committee and provide answers to general questions without submission of plans as to what is or what might be acceptable if included in submitted plans.

8.14 Appeal The owner shall have the right to appeal any decision of the Committee to the Association. Any appeal shall be processed pursuant to the rules and regulations established by the Association for handling of appeals.

ARTICLE IX  
RESERVATIONS OF DECLARANT

9.1 Utility Easements Declarant reserves the right to identify utility easements on each lot as set forth herein.

ARTICLE X  
GENERAL PROVISIONS

10.1 Ordinances When these covenants do not cover a situation, the rules, regulations and ordinances of the City of Eugene shall be applied. In all cases where there are conflicting rules showing a difference in requirements, the strictest of those applicable shall be used. The decision of the Association shall govern in determining which rules are applicable.

10.2 Enforcement Declarant, the Association, the Committee, any owner, or the City of Eugene shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The failure of anyone entitled to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. Each owner has specific standing to enforce the covenants, conditions and restrictions contained herein as a direct beneficiary thereof.

10.2.1 Sunset Hills and its successors in interest of any kind or nature including, without limitation, purchasers, transferees, assignees, and legal representatives, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by Article VI 6.1.3 and Article XII of this Declaration. The failure of Sunset Hills to enforce any of such covenants or restrictions herein contained shall not be deemed a waiver of the right to do so thereafter. Uniservice, Owners of Sunset Hills has specific standing to enforce the covenants, Conditions and restrictions contained herein as a direct beneficiary thereof.

10.3 Severability Invalidation of any one of these covenants, conditions or restrictions by a court shall not affect the other provisions, which shall remain in full force and effect.

10.4 Amendment The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a period of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years unless specific act is taken to cancel, terminate and rescind one or all of such covenants, conditions and restrictions; provide, however, that regardless of anything herein to the contrary, the covenants, conditions and restrictions at Article VI 6.1.3 and/or Article XII shall not, under any circumstances, be canceled, terminated, and rescinded without the prior written consent of Sunset Hills. Subject to the provisions herein, this Declaration may be amended during the first 20-year period by an instrument signed by not less than 75% of the owners and members, and thereafter by an instrument signed by not less than 60% of the owners. Any amendment must be recorded and shall be effective as of the date of recording. Notwithstanding such right to amend:

10.4.1 The covenants, conditions and restrictions required by the City of Eugene as a condition for approval of this planned unit development shall not be amended in any manner inconsistent with the conditions of approval unless consent is given by the City of Eugene; and

10.4.2 The covenants, conditions, and restrictions at Article VI 6.1.3, Article XII, and any in this Article X pertaining in any way to Sunset Hills and/or the Emergency Access Easement shall not, under any circumstances, be canceled, terminated and rescinded without the prior written consent of Sunset Hills.

10.5 Approval The annexation of additional property, dedication of additional Common Area, and dissolution of the Association or merger or consolidation with any other entities shall not be accomplished without prior approval of the City of Eugene and Sunset Hills.

10.6 Duration and Dissolution of the Association The Association shall remain in existence for not less than 20 years and it shall continue thereafter until terminated by the majority vote of the members as provided in the rules, regulations, articles and Bylaws of the Association and the prior written approval of Sunset Hills.

10.7 Easements The easements reserved and granted herein and as shown on the plat, and as hereafter reserved by Declarant, shall be and are all appurtenant to the lot or lots described and shall automatically pass as appurtenant in each deed of conveyance of each lot thereafter whether specifically stated in such deed or not.

ARTICLE XI  
RIGHTS OF OWNERS

11.1 Except as specifically set forth herein, neither the Association or the voting members may adopt any rule in violation of the following:

11.1.1 Equal Treatment Similar owners and members shall be treated similarly.

11.1.2 Household Composition No rule shall interfere with the freedom of occupants of lots to determine the composition of the member of their household except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted on any lot on the basis of the size of facilities of the lot.

11.1.3 Activities Within the Lot Not rule shall interfere with the activities carried on within the confines of each lot except that the Association may prohibit activities not normally associated with property restricted to residential use and it may restrict or prohibit any activities that create monetary costs for the Association or other owners, that create a danger to the health or safety of occupants of other lots, that generate excessive noise or traffic, that create unsightly conditions visible outside the lot, that block the views from other lots that are illegal, or that create an unreasonable source of annoyance.

11.1.4 Alienation No rule shall prohibit transfer of any lot or require consent of the Association for transfer of any lot for any period greater than two months. The Association shall not impose any fee on transfer of any lot.

11.1.5 Reasonable Right to Develop No rule or action by the Association shall unreasonably impede Declarant s right to develop the property in accordance with Declarant s goals and desires as established from time to time.

ARTICLE XII  
EMERGENCY ACCESS EASEMENT

The Property is benefited by an Emergency Access Easement over the cemetery owned by Sunset Hills generally located to the East of the Property. Such emergency access easement is the subject of the Emergency Access Agreement referred to in Section 6.1.3 above and which is incorporated herein.

12.1 Maintenance and Repair The Association shall perform all such maintenance and repair obligations as provided in Sections 2and 6 of the Emergency Access Agreement (and which are also the joint and several obligations of Rock Ridge Joint Venture and Declarant).

12.2 Improvements By Sunset Hills Pursuant to Section 8 of such Emergency Access Agreement, no owners of any of the property in Rockridge P.U.D. shall object to any future construction by Sunset Hills of a funeral home, mausoleum, columbarium, crematorium, and/or supporting structures on Sunset Hills Cemetery property adjacent to the Property.

12.3 Use By Owners and Their Guests and Invites Pursuant to Section 9 of the Emergency Access Agreement, no owner and/or occupant of any Property in the Rockridge P.U.D. and/or any person, entity and/or animal in any way associated with such an Owners and/or occupant including, but not limited to, their relatives and/or invitees, shall make any use of the emergency access easement that is subject of the Emergency Access Agreement.

IN WITNESS WHEREOF, Declarant executes this document this 16<sup>th</sup> day of March, 1994.

Rockridge Joint Venture, consisting of:  
K.B.T.C. COMPANY, INC. and  
R.E. Jeffs and Assoc., d.b.a. PACIFIC COAST INVESTMENTS

By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF OREGON \_\_\_\_ )  
 ) ss.  
County of Lane \_\_\_\_\_)

Personally appeared before me this 16<sup>th</sup> day of March, 1994,  
by Thomas L. Wiper, Jr. the Partner of Rockridge Joint Venture an Oregon corporation, on behalf of the Corporation and acknowledged said instrument to be corporation s voluntary act and deed by authority of its Board of Directors.



\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: 11-23-97

## EXHIBIT ~ A

PROPERTY DESCRIPTION, BEGINNING AT A 2" IRON PIPE MARKING THE INITIAL POINT OF EDGEWOOD WEST THREE, PHASE 1 (IN SECTION 18, T18S, R3W, W.M.) AS PLATTED AND RECORDED IN BOOK 66, PAGE 18, LANE COUNTY OREGON PLAT RECORDS, SAID 2" IRON PIPE ALSO MARKS THE INITIAL POINT OF ROCKRIDGE P.U.D.: THENCE S43°13'28"W. ALONG THE SOUTHEASTERLY BOUNDARY OF SAID EDGEWOOD WEST THREE, PHASE 1 927.39 FEET TO A 5/8" IRON PIN SET ON THE WEST LINE OF LOT 35 DENSMORE PLAT. AS PLATTED AND RECORDED IN BOOK 2, PAGE 28, LANE COUNTY OREGON PLAT RECORDS: THENCE S10°01'46"W, ALONG THE EASTERLY BOUNDARY OF SAID EDGEWOOD WEST THREE, PHASE 1, AND ALSO ALONG THE WESTERLY BOUNDARY OF LOT 35, SAID DENSMORE PLAT, FOR A DISTANCE OF 200.28 FEET TO A: 1" PIN SET ON THE SOUTHERLY BOUNDARY OF THE WILLIAM LUCKEY D.L.C. #2, SAID IRON PIN ALSO MARKS THE S.W. CORNER OF LOT 35, SAID DENSMORE PLAT: THENCE N89°35'45"E. ALONG THE SOUTHERLY BOUNDARY OF THE WILLIAM LUCKEY D.L.C. #52 AND ALSO ALONG THE SOUTHERLY BOUNDARY OF LOT 35, SAID DENSMORE PLAT, FOR A DISTANCE OF 767.22 FEET TO A "R.R." RAIL (SET IN C.S.F. 12,365) AND MARKING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE EUGENE WATER AND ELECTRIC BOARD BY DEED RECORDED IN REEL NO. 181, RECEPTION NO. 46234, LANE COUNTY OREGON DEED RECORDS: THENCE LEAVING THE SOUTH LINE OF SAID WILLIAM LUCKEY D.L.C. #52 AND THE SOUTH LINE OF LOT 35, SAID DENSMORE PLAT, N0°21'07"W, 219.51 FEET TO A "R.R. RAIL (SET IN C.S.F. 12,365) AND MARKING THE N.W. CORNER OF SAID E.W.E.B. TRACT; THENCE N89°43'14"E, 320.15 FEET TO A "R.R." RAIL (SET IN C.S.F. 12,365) AND MARKING THE NORTHERLY N.E. CORNER OF SAID E.W.E.B. TRACT; THENCE S0°13'21"E, 99.95 FEET TO A "R.R." RAIL (SET IN C.S.F. 12,365) AND MARKING THE SOUTHERLY N.E. CORNER OF SAID E.W.E.B. TRACT; THENCE S53°20'01"E, 149.34 FEET T A "R.R." RAIL (SET IN C.S.F. 12,365) AND MARKING THE EASTERLY NORTHEAST CORNER OF SAID E.W.E.B. TRACT; THENCE LEAVING SAID E.W.E.B. TRACT N34°27'30"E, ALONG THE NORTHWESTERLY BOUNDARY OF ROCKRIDGE CONDOMINIUM STATE II, AS PLATTED AND RECORDED IN FILE 73, SLIDE 615, LANE COUNTY OREGON PLAT RECORDS. FOR A DISTANCE OF 160.12 FEET TO A POINT MARKED BY A 5/8" IRON PIN;] THENCE N38°25'52"E, ALONG SAID NORTHWESTERLY BOUNDARY. 80.25 FEET TO A 5/8" IRON PIN MARKING THE N.W. CORNER OF ROCKRIDGE CONDOMINIUM STATE II; THENCE N16°13;49"E, ALONG THE WESTERLY BOUNDARY OF SUNSET HILLS MEMORIAL GARDENS AS PLATTED AND RECORDED IN VOLUME 26, PAGE 22, LANE COUNTY OREGON PLAT RECORDS. FOR A DISTANCE OF 467.62 FEET TO A POINT MARKED BY A 5/8" IRON PIN SET IN C.S.F. 22.531; THENCE N46°45'55"W, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID SUNSET HILLS MEMORIAL GARDENS, FOR A DISTANCE OF 325.24 FEET TO A POINT MARKED BY A 5/8" IRON PIN. THENCE N16°15'19"E, ALONG THE WESTERLY BOUNDARY OF SAID SUNSET HILLS MEMORIAL GARDENS, FOR A DISTANCE OF 224.81 FEET OT A 5/8" IRON PIN (C.S.F. 22.531) SET ON THE SOUTHERLY BOUNDARY OF FIRST ADDITION TO EDGWOOD TOWNEHOUSE, AS PLATTED AND RECORDED IN BOOK 59, PAGE 19, LANE COUNTY OREGON PLAT RECORDS; THENCE N73°37'13"W, ALONG SAID SOUTHERLY BOUNDARY, 327.75 FEET TO A 5/8" IRON PIN FOUND MARKING THE NORTHEASTERLY CORNER OF LOT 1, BLOCK 4, EDGEWOOD WEST, AS PLATTED AND RECORDED IN BOOK 51, PAGE 14, LANE COUNTY OREGON PLAT RECORDS; THENCE S43°13'28:W, ALONG THE SOUTHEASTERLY BOUNDARY OF SAID EDGEWOOD WEST, 465.60 FEET TO THE POINT OF BEGINNING, ALL IN LANE COUNTY, OREGON AND CONTAINING 23.04 ACRES, MORE OR LESS.