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DECLARATION OF A PLANNED COMMUNITY
(ORS 94.580)
OAK PARK TOWNHOUSES

This Declaration is made this 7th day of February, 1996, by Donegal Development Corporation, an Oregon Corporation, hereinafter referred to as "The Declarant."

WITNESSETH

WHEREAS, the Declarant is the owner of that certain real property situated in the City of Eugene, County of Lane, State of Oregon, more particularly described in Article II hereof, and Declarant desires to establish thereon a planned community with permanent common areas and common facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas, common facilities, lots, and dwelling units; and to this end, desires to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said real property, lots and dwelling units and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the lots, dwelling units, common areas and common facilities, administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, The Declarant has formed the Oak Park Homeowners Association, Inc. as a non-profit corporation without capital stock under the laws of the State of Oregon, for the purpose of carrying out the power and duties aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the planned community shall be known as "Oak Park Townhouses" and described in Article II hereof is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth which shall run with the real property and be binding on all properties having any right, title or interest in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

1792APR.05'96#05REC 275.00

DEFINITIONS

1792APR.05'96#05PFUND 10.00

Section 1. The following words when used in this Declaration shall have the following meanings:

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- a. "Association" shall mean and refer to the Oak Park Homeowners Association, Inc. and its successors and assigns.
- b. "Lot" shall mean and refer to any subdivided parcel of property and any patio or deck appurtenant thereto shown on the plat of the property with the exception of the common areas.
- c. "Dwelling" or "Dwelling Unit" or "Unit" shall mean and refer to any building or portion of a building situated upon the real property and designed and intended for use and occupancy as a residence by a single family.
- d. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated on the property including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.
- e. "Member" shall mean and refer to every person, group of persons or entity who holds membership in the Association. An owner is a member.
- f. "Developer" shall mean and refer to the Declarant Donegal Development Corporation, and its successors and assigns.
- g. "Association Property" shall mean and refer to all real property described in Article II hereof and such additional thereto as may hereafter be made pursuant to the provisions of said Article II.
- h. "Common Areas" or "Common Facilities" shall mean and refer to all real property owned by the Association for the benefit, use and enjoyment of its members. The common area to be owned by the Association at the time of conveyance of the first lot is described as all of that property shown on Exhibit "A" excepting that portion of the real property upon which lots are situate, and which common area shall be conveyed to the Association by Declarant upon conveyance of the first lot by Declarant. Common areas shall also mean areas within the common areas having limited use by one or more owners, but not all owners. Parking spaces, parking carports, covered parking spaces and driveway aprons may be such limited common areas.
- i. "Institutional Holder" shall mean a mortgagee or deed of trust beneficiary which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company or any federal or state agency. As used in this Declaration, the term "Mortgagee" shall include both mortgagees and deed of trust beneficiaries.
- j. "Bylaws" shall refer to the Bylaws of the Oak Park Townhouse Association attached hereto as Exhibit "B" and incorporated by reference and any amendments thereto.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

Section 1. The planned community of Oak Park Townhouses which is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and imposed subject to this Declaration is located in the City of Eugene, the County of Lane, State of Oregon, and consists of that certain real property more particularly described as Exhibit "B," attached hereto and by this reference made a part hereof.

Section 2. The planned community of Oak Park Townhouses shall consist of 74 lots with one (1) unit or dwelling unit located upon each lot. A diagram showing the location of the 74 lots and designating the lot numbers is attached hereto as Exhibit "C" and incorporated by reference as though fully set forth herein.

Section 3. For the purposes of determining the monthly assessments for maintenance as described in Article V and the monthly assessments for the capital reserve fund, as described in Article VI, the units shall be divided into nine (9) "types" described as follows:

- a. Type A - Units 7, 8, 9, 10, 11, 12, 13, 14, 15, 26, 27, 28, and 29
(Approximately 800 square feet)
- b. Type B - Units 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 30, 31, 32, 33, 34, 35, and 36
(Approximately 900 square feet)
- c. Type C - Units 37, 38, 39, 40, 41, 42, 60, 61, 62, 63, 64, 65, 66, 68, 69, 71, 72, and 73
(Approximately 1100 square feet)
- d. Type D - Units 1, 2, 3, 4, 5, 6, 48, and 49
(Approximately 1240 square feet)
- e. Type E - Units 59, 67, and 70
(Approximately 1210 square feet)
- f. Type F - Units 50, 51, 52, and 53
(Approximately 1240 square feet - free standing)
- g. Type G - Units 43, 44, 45, 46, 47, 55, 56, 57, and 58
(Approximately 1400 square feet)
- h. Type H - Unit 54
(Approximately 1400 square feet - free standing)
- i. Type I - Unit 74
(Approximately 1000 square feet - office)

ARTICLE III

MEMBERSHIP

Section 1. Every owner of a lot which is subject to the assessment 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.

Section 2. The Association shall have two classes of voting membership.

a. With the exception of the Declarant, every person, group of persons or entity who is a record owner of a fee interest in any lot which is or becomes subject by covenants of record to assessment by the Association shall be a class member of the Association, provided, however, that any such person, group of persons, or entity who holds such interest solely as security for the performance of an obligation shall not be a member. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any lot, then the vote for membership appurtenant to such shall be exercised as they among themselves determined, but in no event shall more than one (1) vote be cast with respect to any lot.

b. The Class B member shall be the Declarant, its successors and assigns, and shall be entitled to three (3) votes for each lot in which it holds the interest otherwise required for Class A membership, provided, however, that each Class B membership shall lapse and be 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.

c. Prior to the issuance of any Class A membership the Declarant reserves the right to alter, modify, remove or add to any of the covenants, conditions, restrictions and/or agreements set forth herein with the provisions that any alternations, modifications, removals, or additions shall not be in violation of applicable laws.

Section 3. The administration and control of the homeowners association shall be assumed by the members as individual owners as provided in the Bylaws.

ARTICLE IV

MEMBER'S RIGHT OF ENJOYMENT

Section 1. Every member shall have a right and easement of enjoyment in and to the common areas and common facilities and such easement shall be appurtenant to and shall pass with the title to every lot subject to the following:

a. The right of the Association, in accordance with its Articles of Incorporation and Bylaws, and subject to ORS 94.665, to borrow money for the purpose of improving the common areas and common facilities, and in aid thereof to mortgage said common

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areas and common facilities with the consent of not less than 80% of each class of members; and

b. The right of the Association to levy reasonable admission and other fees for the use of any recreational facility situated upon the common areas or that may be constructed upon the common areas owned and administered by the Association; and

c. The right of the Association to take such steps as are reasonably necessary to protect the above described property against mortgage default and/or foreclosures; and

d. The right of the Association to suspend the voting rights and the right to use the common facilities for any period during which any assessment remains unpaid by any owner for any period in excess of sixty (60) days or for any infraction of its published rules and regulations by an owner or any persons in possession of said owner's dwelling unit; and

e. The right of the Association to dedicate or transfer all or any part of the common areas or common facilities to any public or municipal agency, authority or utility for such purposes consistent with the purposes of this Declaration and subject to such conditions as may be agreed to by the members, provided, however, that no such dedication or transfer shall be effective unless an instrument signed by not less than 80% of each class of the then members of the Association has been recorded, agreeing to such dedication, transfer, purpose or conditions; and unless written notice of the proposed agreement and action thereunder is sent to each member at least ninety (90) days prior to the taking of any action; and

f. The rights of the fee owners of lots to a perpetual easement over any lot or common area or common facility for such portions of their Dwelling Units that may overhang said lot and common areas or common facilities; and for necessary pedestrian and vehicular ingress and egress to and from any such dwelling unit or lot over said lot(s) and common areas and common facilities; and also for utility services. Easements are also reserved through each of the lot(s) and dwelling units for the benefit of any adjoining lot and dwelling unit as may be required for structural repair, painting, roofing and siding repair, and for electrical lines and conduits, heating, air conditioning and ventilating ducts, waterlines, drain pipes and other appurtenances to such utility systems in order to adequately serve all of the dwelling units, common area, and common facilities; and

g. To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purpose, provided that, any such merger or consolidation shall require the assent votes cast at a duly held meeting of not less than 80% of the entire Class A membership and not less than 80% of the entire Class B membership, if any; and

h. The right of the Association to limit the number of guests of members; and

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i. Declarant hereby dedicates the lots for use by all utilities and Cable TV for the construction and maintenance of their respective facilities servicing the real property described in Exhibits A; and Declarant hereby grants to such utilities and Cable TV, jointly and severally, easements for such purpose. The location and extent of such easements shall be as shown on any recorded subdivision plat of the properties; and, in the absence of such designation by plat, such easements shall be located and extend thirty (30)feet on either side of the centerline of all facilities, respectively, installed by each utility within the common areas or lots, or any portion thereof, by Declarant to the Association, provided, however, no portion of the common areas occupied by any building installed by the Declarant as part of the development shall be included within any easement area. Subsequent to such conveyance, additional easements may be granted by the Association for utility purposes.

Section 2. Notwithstanding anything herein contained to the contrary, the rights and easements created in Paragraph (f) of Section 1 of this Article IV or Section 1 through and including Section 5 of Article X hereof shall not be suspended by the Association for any reason.

ARTICLE V

MAINTENANCE ASSESSMENTS

Section 1. The Declarant for each lot owned by it (and as hereinafter limited by the provisions of this Declaration) and each person, group of persons or entity who becomes an owner of a lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association monthly maintenance and operating assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided. The monthly maintenance assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property and lot against which such assessment is made. Each assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the owner of such property and lot at the time when the assessment fell due. The personal obligation for delinquency assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum monthly maintenance assessment shall be based upon that schedule attached hereto as Exhibit "D" and designated as Operating Expenses. Pursuant to said schedule, the initial maximum monthly assessments are as follows:

Type A - \$82.41
Type B - \$85.06
Type C - \$90.37
Type D - \$94.05
Type E - \$93.23

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Type F - \$94.05

Type G - \$98.33

Type H - \$98.33

Type I - \$87.28

a. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum monthly maintenance assessment may be increased each year not more than 15% above the maximum monthly maintenance assessment for the previous year without vote of the members as provided in Subsection (b) hereinbelow;

b. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum monthly maintenance assessment may be increased above 15% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose;

c. The board of directors may fix the monthly maintenance assessment at an amount not in excess of the maximum;

d. In the event that the Board of Directors (or the members pursuant to subsection b hereinabove) increase or decrease the monthly maintenance assessment, the board of directors will make a determination as to which of the items designated as Operating Expenses set forth in the schedule attached as Exhibit D caused the increase or decrease (using the Annual Expense column). The increase or decrease shall then be apportioned among the unit types in direct proportion to the initial monthly maintenance assessment as set forth in the Schedule, which, except for water/sewer shall be uniform.

e. Within ninety (90) days after the end of each fiscal year, the board of directors shall supply to all owners an accounting of the common expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the board of directors for such fiscal year, and showing the net amount collected pursuant to the actual expenditures plus reserves;

f. In the event any legal action is required to collect assessments hereunder, then and at the discretion of the board of directors, the entire balance of assessments due on account of said unit for the remainder of the fiscal year shall be due in full.

Section 3. All owners shall be obligated to pay the maintenance assessments assessed by the board of directors pursuant to the provisions of Section 1 of this Article V on a monthly basis and such expenses not paid by the 30th day of each month shall be in default. Any owner may be entitled to a statement from the board of directors setting forth the amount of the unpaid assessments against the owner. Provided, further, that if a mortgagee of a first mortgage of record obtains title to a lot as a result of foreclosure of a first mortgage, such purchaser, its successor and assigns, shall not be liable for , and such lot shall not be subject to a lien for the payment of common expenses assessed prior to the acquisition of title of such lot by such purchaser pursuant to the foreclosure sale. The board of directors has the

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responsibility and authority to reassess unpaid shares of common expenses against all lot owners but not including the purchaser at the foreclosure sale and that such reassessment against all other lot owners shall be equal.

Section 4. The monthly maintenance assessments shall be used to pay all common operating and maintenance expenses of the Association specifically including, but not limited to real property taxes on the common areas, insurance, landscaping maintenance, maintenance of the common facilities, maintenance of the exterior and roofs of the units, and other administrative and management expenses normally associated with a like operation.

Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all members not less than ten (10) 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 twenty percent (20%) of all 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.

Section 6. The monthly maintenance assessment provided for herein shall commence as to each lot on the first day of the month following the conveyance of the common areas. The first monthly maintenance assessment shall become due and payable, and a lien, on the date aforesaid. Except as hereinafter provided, the assessment for any lot for any month after the first month, shall become due and payable and a lien on the first day of said year.

It shall be the duty of the board of directors of the Association to periodically fix the amount of the monthly maintenance assessment against each lot for each assessment period and the board of directors shall make reasonable efforts to fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any owner upon reasonable notice to the Board.

Written notice of any change in the monthly maintenance assessment shall be sent to every owner subject thereto.

Section 7. Monthly assessments must be fixed at a rate as set forth in the Schedule attached as Exhibit "D" or as increased or decreased pursuant to Section 2 hereinabove for all lots except that the assessment payable by the Declarant on lots where there is no occupied dwelling may be less than the assessments payable by Class A members but not less than 25% of the assessments payable by Class A members, provided that so long as there is a Class B membership, Declarant shall pay to the Association any deficit incurred by the Association in operating expenses over assessments collected.

Section 8. The Association shall, upon demand, at any reasonable time, furnish to any owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment; i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed ten dollars (\$10.00) may

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be levied in advance by the Association for each certificate so delivered.

Section 9. Any monthly assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. In addition thereto, any assessment not paid within thirty (30) days after due date shall cause a penalty of \$10.00 per month to accrue as an additional assessment, with penalties continuing to accrue at a rate of \$10.00 per month until the assessment, accrued interest and penalty assessment are paid in full. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property and such action may include a claim for all legal expenses and attorney fees incurred by the Association. Except as otherwise provided herein, no owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of this or her lot.

Section 10. As expressed elsewhere in this Declaration, the common area is for the use, enjoyment and benefit of the lots and lot owners and in that respect the maintenance and improvement of the common area and the payment of taxes and local improvement assessments upon the common area touches and concerns all lots equally. It is the expressed intent of the Declarant to create and declare a benefit to the City of Eugene with respect to local improvement assessments and a benefit to the County of Lane with respect to taxes by creating a lien upon each lot for its pro rata share of such obligations imposed upon the common area.

Section 11. The lien of the monthly maintenance assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. The lien of the assessments provided for herein shall also be subordinate to tax liens.

ARTICLE VI

CAPITAL ASSESSMENTS; RESERVE FUND

Section 1. Prior to the date the first lot in the planned community is conveyed by Declarant, Declarant shall establish a reserve account for replacement of all items of common property which will normally require replacement, in whole, or in part, in more than three (3) and less than thirty (30) years.

Section 2. The items for which the reserve account is established shall include such items which are insurable by a common carrier of all purpose risk insurance, including, but not limited to the following: Roofing, painting, paving, swimming pool, sprinkler system, and other common area improvements.

Section 3. The Declarant, for each lot owned by it (and as hereinafter limited by the provisions of this Declaration), and each person, group of persons or entity who becomes an

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owner of a lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association monthly capital assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The monthly capital assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the and shall be a continuing lien upon the property and lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the owner of such property and lot at the time when the assessment fell due. The personal obligation for delinquency assessments shall not pass to his successors in title unless expressly assumed by them.

Section 4. Until the commencement of the second year after the Association has assumed administrative responsibility for the planned community pursuant to the turnover meeting as set forth in the Bylaws, the maximum monthly capital assessment shall be based upon the schedule attached hereto as Exhibit "D" and designed as Reserves. Pursuant to said schedule, the initial maximum monthly capital assessments are as follows:

Type A - \$12.59
Type B - \$12.94
Type C - \$14.63
Type D - \$16.95
Type E - \$15.77
Type F - \$16.95
Type G - \$17.67
Type H - \$17.67
Type I - \$13.72

Following the second year after the Association has assumed administrative responsibility for the planned community pursuant to the turnover meeting as set forth in the Bylaws, if owners of lots representing 75 percent of the votes of the planned community agree to the action, they may vote to increase, reduce or eliminate future assessments for the account.

In the event that the owners of the lots vote to increase or decrease capital assessments, the owners shall determine which of the items designated as Reserves set forth in the schedule attached as Exhibit "D" are the basis of the increase or decrease (using the Annual Expense column). The increase or decrease shall then be apportioned among the unit types in direct proportion to the initial capital reserve assessment as set forth in the Schedule, which, except for roof replacement and exterior paint, shall be uniform.

In the event that an increase in the monthly capital assessments is caused by an item not designated on the schedule, then the increase in the monthly capital assessment shall be apportioned uniformly amongst all types of units.

Section 5. The reserve account shall be established in the name of the Association. The Association shall be responsible for administering the account.

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a. The reserve account may be used generally for replacement of common property and is to be kept separate from assessments for maintenance. However, after the individual lot owners have assumed responsibility for administration of the planned community, pursuant to the turnover meeting as set forth in the Bylaws, the board of directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses. Funds borrowed to meet temporary expenses under this subsection must be repaid later from monthly maintenance assessments.

b. Nothing in this section prohibits prudent investment of reserve account funds subject to any constraints imposed by this declaration, bylaws or rules of the Association.

c. Assessments paid into the reserve account are the property of the Association and are not refundable to sellers or owners of lots. The sellers or owners of lots may treat their outstanding share of the reserve account as a separate item in the sales contract.

d. Within ninety (90) days after the end of each fiscal year, the board of directors shall supply to all owners an accounting of the reserve fund for such fiscal year, together with a tabulation of the amounts collected pursuant to the budget adopted by the board of directors for such fiscal year, and showing the net amount collected and any actual expenditures from the reserve account.

Section 6. All owners shall be obligated to pay the capital assessments assessed by the board of directors pursuant to the provisions of Section 1 of this Article VI on a monthly basis and such expenses not paid by the 30th day of each month shall be in default. Any owner may be entitled to a statement from the board of directors setting forth the amount of the unpaid capital assessments against the owner. Provided, further, that if a mortgagee of a first mortgage of record obtains title to a lot as a result of foreclosure of a first mortgage, such purchaser, its successor and assigns, shall not be liable for, and such lot shall not be subject to a lien for the payment of common expenses assessed prior to the acquisition of title of such lot by such purchaser pursuant to the foreclosure sale. The board of directors has the responsibility and authority to reassess unpaid shares of capital expenses against all lot owners but not including the purchaser at the foreclosure sale and that such reassessment against all other lot owners shall be equal.

In the event any legal action is required to collect assessments hereunder, then and at the discretion of the board of directors, the entire balance of assessments due on account of said unit for the remainder of the fiscal year shall be due in full.

Section 7. The monthly capital assessment provided for herein shall commence as to each lot on the first day of the month following the conveyance of the common areas. The first monthly capital assessment shall become due and payable, and a lien, on the date aforesaid. Except as hereinafter provided, the capital assessment for any lot for any month after the first month, shall become due and payable and a lien on the first day of said year.

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Section 8. The Declarant may defer payment of the capital assessments assessed against any units owned by Declarant until the date the lot is conveyed by Declarant.

Section 9. Any monthly capital assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. In addition thereto any assessment not paid within thirty (30) days after due date shall cause a penalty of \$10.00 per month to accrue as an additional assessment, with penalties continuing to accrue at a rate of \$10.00 per month until the assessment, accrued interest and penalty assessment are paid in full. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, including attorney fees and legal costs. Except as otherwise provided herein, no owner may waive or otherwise escape liability for the capital assessments provided for herein by non-use of the common area or abandonment of his or her lot.

Section 10. The lien of the capital assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. The lien of the assessments provided for herein shall also be subordinate to tax liens.

Section 11. Except as otherwise set forth herein, Declarant does not intend to build or construct any additional improvements, but does not choose to limit its rights to add improvements not otherwise described herein.

ARTICLE VII

EXTERIOR MAINTENANCE

Section 1. The Association will be responsible for the maintenance of all common areas and common facilities.

In addition to maintenance upon the common area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: walkways, trees, shrubs and grass. Except as provided hereinbelow, such exterior maintenance shall also include the repair, maintenance and replacements of exterior of dwelling units including paint, repairs, replacements and care of roofs, gutters, downspouts, exterior of building surfaces, including carports, driveways, if located on lots.

Each lot owner shall be responsible for the maintenance and/or repair and replacement of all exterior windows and their respective lots. Each lot owner shall also be responsible for maintenance, including painting as necessary, and/or repair and replacement of their respective decks, patios and all items of personal property or fixtures located thereon. All alterations or painting of such decks or patios shall be subject to approval of the Architectural Control Committee pursuant to Article VIII hereinbelow. All costs for such maintenance, repairs or replacements shall be borne by the lot owner.

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In the event that the need for maintenance or repair of a lot, or the improvements thereon which is the responsibility of the Association, is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the monthly assessment to which such lot is subject.

Section 2. In the event an owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon, where such maintenance is the responsibility of the owner, in a manner satisfactory to the board of directors, the Association, after approval by two-thirds (2/3) vote of the board of directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the monthly assessment to which such lot is subject.

Section 3. The Association shall be responsible for complying with all applicable terms of the Planned Unit Development Agreement executed by the City of Eugene on November 2, 1971, pursuant to Resolution No. 1862 approved by the City of Eugene on September 28, 1970.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Except for purposes of property maintenance and repair or as otherwise in this Declaration provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, paint, remove or construct any light, shades, railings, screens, awnings, patio covers, air conditioners, heat pumps, hot tubs, decorations, fences, sprinkler lines and heads, parking spaces, driveway aprons, and hedges, landscaping features, walls, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, driveways, carports, covered parking spaces, walls, fireplaces, gutters and downspouts, or to make any change or otherwise alter (including any alteration in color), in any manner whatsoever the exterior of any lot, dwelling unit, or upon any of the common areas within the project, or to remove or alter any windows or exterior doors of any dwelling unit, materially increase the cost of operating or insuring the Association property, impair any easement, or repair or restore exterior improvements on an owner's lot caused by damage or destruction, until the complete plans and specifications, showing the location, nature, shape, height, form of change (including, without limitation, any other information specified by the board of directors or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the cost of maintaining and insuring the Association property and harmony of design, color and location in relation to surrounding structures and topography, by the board of directors of the Association, or by an architectural control committee designated by it.

Section 2. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the board of directors of the association and such persons shall serve at the pleasure of the board of directors. In the event the board of directors fails to appoint an Architectural Control Committee, then the board of directors shall

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constitute the committee. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article. In no event shall the powers and duties herein provided in any way alter or affect the ultimate control or powers of the board as provided in this declaration.

Section 3. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within ninety (90) days after such plans and specifications (and all materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX

USE RESTRICTIONS

Section 1. Except for the areas of the Association property designated for recreational use, all lots shall be used for private residential purposes exclusively except such temporary non-residential uses as may be permitted by the board of directors from time to time. Nothing in this section, or herein elsewhere, shall be construed to prohibit the Declarant from the use of any Lot which Declarant owns for promotion, marketing, management, construction costs, or display purposes as "model units" or for leasing or selling any unit or units which Declarant owns.

Section 2. Except for the activities of the Declarant and its agents in connection with the sale of lots or dwelling units and except as may be reasonable and necessary in connection with the repair or reconstruction of any portion of lots, dwelling units or the Association property by the Association:

a. No noxious or offensive trade or activity shall be carried on within the Association property or within any lot situated thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other owners. No nuisances shall be permitted within or upon any lots, nor shall any use or practice be permitted which is or becomes a source of annoyance to the members or which interferes with the peaceful use and possession thereof by the members.

b. There shall be no obstruction of any lot. Nothing shall be stored upon any lot or within or upon any parking spaces, parking areas, driveways, driveway aprons, carports, or covered parking spaces except for motor vehicles, without the approval of the board of directors. Vehicular parking may be further regulated by the board.

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c. Nothing shall be done or maintained on any Association property or lot which will increase the rate of insurance on the dwelling units or Association property or lots, or result in the cancellation thereof, without the prior written approval of the board of directors. Nothing shall be done or maintained on any Association property or lot which would be in violation of any law. No waste or dumping shall be committed upon any Association property or lot.

d. No structural alteration, construction, addition or removal of any improvement on any lot or common area, nor division, partition, or combining of lots, shall be commenced or conducted except in strict adherence with the provisions of this Declaration.

e. The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind except domestic pets, regardless of number, shall be and is hereby prohibited within any lot or upon any common area unless approved in writing by the board of directors. Pets shall not be permitted upon any common areas unless accompanied by an adult and unless they are carried or leashed, unless otherwise allowed by the board of directors. Any member who keeps or maintains any pet upon any portion of a lot or common areas shall be deemed to have indemnified and agreed to hold the Association, each of its members and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet. The board of directors shall have the right to order any person whose pet is a nuisance to remove such pet from the premises, or to charge such person for any extraordinary cost of maintaining the lot, dwelling unit or common area caused by the presence of the pet.

f. Except for such signs as may be posted by the Declarant or the Association for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, on or about any Association property or lot or the common areas without the prior consent in writing of the board of directors and/or under such conditions as they may establish. Under no circumstances will signs offering the lots for rent or for sale be posted upon the common areas.

g. Except as herein elsewhere provided, no junk vehicle, or the like shall be kept upon any of the lots or common areas, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out within or upon any Association property.

h. No part of the lots or common areas shall be used for commercial activities of any nature where said commercial activities promote the use of the lot or common area by customers of the trade or business. This subsection shall not apply to the use of the common areas, and lots owned by the Declaration for reasonable display, marketing, promotional, sales, construction or management purposes.

i. No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any lot or upon any common area. Trash or garbage shall be deposited with care in containers designated for such purpose.

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j. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common areas or lot at any time. Outside clothes dryers or clothes lines shall not be maintained upon any lots or common areas at any time. No clothing, laundry, or the like shall be hung from any part of any lot or upon any of the common areas or common facilities (if any) from or upon any patio, balcony or deck.

k. No outside television or radio aerial, satellite receiver, or antenna, other aerial or antenna for reception or transmission, shall be maintained upon any common areas or lots or dwelling units without the prior written consent of the board of directors, except as may be originally installed by the Declarant.

l. No member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association or the Management Agent (if any), nor shall any member direct, supervise or in any manner attempt to assert control over any such employee.

m. No portion of any dwelling unit (other than the entire dwelling unit) shall be leased for any period. Any owner of any dwelling unit who shall lease such dwelling unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the board of directors. All leases shall be in writing. Any sublease shall contain a provision to the effect that the rights of the tenant to use and occupy the dwelling units shall be subject and subordinate in all respects to the provisions of this Declaration and the Bylaws and to such other reasonable rules and regulations relating to the use of the common areas or common facilities (if any), or other "house rules," as the board of directors may from time to time promulgate and shall provide, further, that any failure by the tenant to comply with the provisions of such documents shall be a default under the lease. The provisions of this subsection shall not apply to any institutional first mortgagee of any dwelling unit who comes into possession of the dwelling unit by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure. No dwelling unit within the Association shall be rented for transient or hotel purposes or, without the prior written approval of the board of directors, for any period less than month to month.

n. There shall be no violation of any rules for the use of the lots, dwelling units or common areas or common facilities (if any) or other "house rules," which may from time to time be adopted by the board of directors and promulgated among the membership by them in writing, and the board of directors is hereby in this Declaration authorized to adopt such rules.

o. No unlawful use shall be made of any lot or any portion of the common areas or common facilities and all laws, zoning and other ordinances, regulations or governmental and other municipal bodies and the like shall be observed at all times.

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ARTICLE X

PARTY WALLS

Section 1. Each wall which is built as a part of the original construction of the homes unite the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. The cost of reasonable repair and maintenance of a party wall shall be paid by the owners who share the party wall.

Section 3. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the cost of furnishing the necessary protection against such elements.

Section 4. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 5. In the event of dispute arising concerning a party wall, or under the provisions of this Article each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE XI

PARKING

Section 1. Temporary guest parking shall be permitted within the Association property only within spaces and areas clearly marked for this purpose. Spaces shall be shown by signs or markings on the paved area. The Association, through its officers, committees and agents is hereby empowered to establish "parking" and "no parking" areas within the Association property, as well as to enforce these parking limitations by all means lawful for such enforcement on streets, parking areas, spaces, driveways and parking aprons, carports and covered parking spaces, lots and common areas, including the removal of any violating vehicle by those so empowered.

Section 2. No owner shall park, store or keep on any street (public or private) parking areas within the property for over eight (8) hours any large commercial type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck); bus, trailer, trailer coach, motor home, aircraft, mobile home; or any inoperable vehicle or any other similar vehicle. In addition, no owner shall park, store, or keep anywhere within the property any vehicle or vehicular equipment, mobile or otherwise, deemed to be a nuisance by the board, upon any unenclosed or partially enclosed parking space, carports, covered parking spaces, so as to be visible from anywhere on the property. No owner of a lot shall conduct major repairs or major restoration of any motor vehicle, boat, trailer, or other vehicle upon any portion of any lot or elsewhere within the Association property. Notwithstanding the foregoing,

these restrictions shall not be interpreted in such a manner so as to interfere with the maintenance and/or construction activities of the residences on the units or common area.

Section 3. Nothing shall be stored upon any parking apron, spaces or driveways, carports, or covered parking spaces, nor shall the same be permitted to accumulate trash or debris.

Section 4. Each owner shall comply in all respects with such supplementary rules and regulations which are not inconsistent with the rules of this Declaration which the Board of Directors may from time to time adopt and promulgate with respect to parking and traffic control within the Association, and the board of directors is hereby and elsewhere in this Declaration authorized to adopt such rules and regulations.

XII

AMENDMENTS AND MORTGAGE PROTECTION, NOTICES AND MISCELLANEOUS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the property, and shall inure to the benefit of and be enforceable by the Association or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time such covenants, conditions, reservation of easements, equitable servitudes and restrictions shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Amendment or Termination meeting the requirements of an amendment to this declaration as set forth in Section 2 of this Article has been recorded, agreeing to change or terminate such covenants and restrictions in whole or in part.

Section 2. This declaration may be amended by Declarant:

a. Prior to the sale of a lot to a member of the public, the provisions of this Declaration may be amended or terminated by recordation of a written instrument signed by Declarant setting forth such amendment or termination.

b. Subsequent to the sale of a lot, Declarant hereby reserves and is hereby granted the right and power, until such time as all lots within the property are conveyed, to record a Special Amendment to this Declaration to amend this Declaration to:

i. Comply with the requirements of the Federal Housing Administration, the United States Department of Veteran's Affairs, the Farmer's Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, and any department, bureau, board, commission or agency of the United States or the State of Oregon or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon which insures, guarantees or provides financing for a planned community or lots in a planned community (hereinafter "Government Financing Agency").

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ii. To induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages or deeds of trust encumbering Oak Park Townhouse units.

c. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each owner.

Section 3. Except as set forth hereinbelow, the provisions of this Declaration, other than Articles II, III, IV, VIII and X, and Section 2 of this Article XII (which may not be amended without the written consent of Declarant until closing for the sale of the last lot from Declarant to a purchaser), may be amended by recordation of a certificate, signed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by the lot owner(s) who represent at least seventy-five percent (75%) of the voting power of the Association, and such an amendment shall be effective upon recordation of such certificate in the office of the Lane County Recorder. The prior written approval of seventy five percent (75%) of all first mortgagees must be obtained also, before Section 2 of this Article XII may be amended.

In no event shall an amendment under this section create, limit or diminish any special Declarant rights, increase the number of lots or units or change the boundaries of any lot or any uses to which any lot or unit is restricted unless the owners of the affected lots unanimously consent to the amendment.

Section 4. Notwithstanding any other provision of the Declaration, no amendment or violation of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any deed of trust or mortgagee under any mortgage upon a lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such lot shall remain subject to this Declaration, as amended. Notwithstanding any and all provisions of this Declaration to the contrary, in order to induce any Government Financing Agency to participate in the financing of the sale of lots within the property, the following provisions are added hereto (and to the extent these added provisions, pertaining to the rights of mortgagees, beneficiaries and grantors under a trust deed, and mortgagee under a mortgage, including any Government Financing Agency, conflict with any other provisions of this Declaration or any other of the restrictions, these added restrictions shall control):

a. Each first mortgagee of a mortgage encumbering any lot, upon filing a written request for notification with the Board, is entitled to written notification from the Association of any default by the mortgagor of such lot in the performance of such mortgagor's obligations under the Declaration, the Articles or the Bylaws (collectively referred to as the "Project Documents"), which default is not cured within thirty (30) days after the Association learns of such default.

b. Each first mortgagee of a mortgage encumbering any lot which obtains title to such lot pursuant to judicial foreclosure of the powers provided in such mortgage shall take title to such lot free and clear of any claims for unpaid assessments or

charges against such lot which accrued prior to the acquisition of title to such lot by the mortgagee.

c. Unless at least seventy five percent (75%) of the first mortgagees (based upon one vote for each mortgage owned) or seventy five (75%) of the members other than Declarant have given their prior written approval, neither the Association nor the owners shall:

i. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Association property and common facilities or the improvements thereon which are owned, directly or indirectly, by the Association (the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meaning of this clause);

ii. Change the method of determining obligations, assessments, dues or other charges which may be levied against any owner, or the method of allocating distributions of hazard insurance proceeds or condemnation awards;

iii. By act or omission change, waive or abandon any scheme of regulations. or enforcement thereof, pertaining to the architectural design of the exterior appearance of the dwelling units on the lots, the exterior maintenance of the dwelling units on the lots, or the upkeep of lawns and planting on the Association property;

iv. Fail to maintain fire and extended coverage insurance on insurable Association property on a current replacement cost basis in an amount as near as possible to one hundred (100%) percent of the insurable value based on current replacement cost;

v. Use hazard insurance proceeds for losses to any Association property for other than the repair, replacement or reconstruction of such improvements; or

vi. Amend this Declaration or the Articles of Incorporation or Bylaws of the Association in such a manner that the rights of any first mortgagee will be adversely affected.

d. First mortgagees, upon written request, shall have the right to 1) examine the books and records of the Association during normal business hours, 2) require from the Association the submission of audited annual financial reports and other financial data, 3) receive written notice of all meetings of the members, and 4) designate in writing a representative to attend all such meetings.

e. All first mortgagees shall be given the following: 1) a thirty (30) day written notice prior to the effective date of any proposed, material amendment to this Declaration or the Articles or Bylaws, and prior to the effective date of any termination

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of an agreement for professional management of the property (if the Association is by management profit) following a decision of the owners to assume self-management of the properties; and 2) immediate written notice as soon as the board receives notice or otherwise learns of any damage to the Association property whenever the cost of reconstruction exceeds Ten Thousand Dollars (\$10,000), and as soon as the board receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition, with respect to any portion of the property.

f. First mortgagees may, jointly and singly, pay taxes or other charges which are in default and which may or have become a charge against any Association property and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

g. The reserve fund described in Article VII of the Bylaws must be funded by regularly scheduled monthly payments rather than by large special assessments.

h. Any agreement between the Association and its professional manager (if any) or any agreement providing for services by Declarant to the Association, shall provide that the contract may be terminated for cause on not more than thirty (30) days written notice, and without cause (and without penalty or the payment of a termination fee) at any time upon not more than ninety (90) days written notice, and the term of any such contract shall not exceed one (1) year.

i. The Board shall secure and cause to be maintained in force at all times a fidelity bond for any person or entity handling funds of the Association, including, but not limited to, employees of any professional manager.

j. Any agreement for the leasing or rental of a lot shall provide that the terms of such agreement shall be subject in all respects to the provisions of this Declaration, the Articles and the Bylaws. All such agreements shall be in writing and shall provide that any failure by the lessee to comply with the terms of this Declaration, the Articles and the Bylaws shall be a default under the agreement.

k. In addition to the foregoing, the board may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of any Government Financing Agency, so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of first mortgages encumbering lots with residences thereon. Each owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential mortgage borrowers and potential sellers of their respective lots if such agencies approve the properties as a qualifying community under their respective policies, rules and regulations, as adopted from time to time. Mortgagees are hereby authorized to furnish information to the board concerning the status of any mortgage encumbering a lot.

GENERAL PROVISIONS

Section 1. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

Section 2. Each owner shall be governed by, and shall comply with all the terms of the Declaration, the Bylaws, and the rules and regulations, and any amendments of the same. A default by an owner shall entitle the Association, acting through the board of directors or through the management agent (if any) to the following relief:

a. Failure to comply with any of the terms of the Declaration, the Bylaws, and the rules and regulations shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in the Bylaws, or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the board of directors, the management agent, or, if appropriate, by an aggrieved owner.

b. Each owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness of the act, neglect or carelessness of any member of his family or employees, agents, or licensees, but only to the extent liability is imposed by Oregon law and to the extent such expense is not covered by the proceeds of insurance carried by the board of directors, including any increase in insurance rates occasioned by such act. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

c. In any proceeding arising out of any alleged default by an owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorney fees, including at trial or any appeal therefrom.

Section 3. The failure of the Association, the board of directors, or an owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, the bylaws, or the rules and regulations shall not constitute a waiver of the right of the Association, the board of directors or the owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association, the board of directors, or any owner pursuant to any term, provision, covenant or condition of the Declaration, the bylaws, or the rules and regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to

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such party by the Declaration, the Bylaws, or the rules and regulations, or at law or in equity.

Section 4. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 7th day of February, 1996.

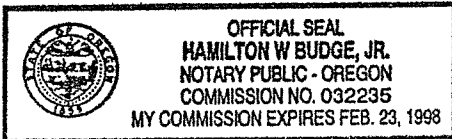
DONEGAL DEVELOPMENT CORPORATION

By: *Daniel O'Neil*
DANIEL O'NEIL, Director

By: *Richard K. Barry*
RICHARD K. BARRY, Director

STATE OF OREGON)
: ss.
County of LANE)

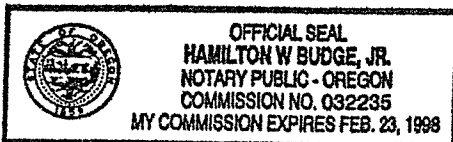
On the 7th day of February, 1996, personally appeared the within named RICHARD K. BARRY who declared that he is a director of Donegal Development Corporation and that he executed the foregoing instrument and acknowledged the same to be the voluntary act and deed of the Corporation. Before me:



Hamilton W. Budge, Jr.
Notary Public for OREGON
My commission expires: 2-23-98

STATE OF OREGON)
: ss.
County of LANE)

On the 7th day of February, 1996, personally appeared the within named DANIEL O'NEIL who declared that he is a director of Donegal Development Corporation and that he executed the foregoing instrument and acknowledged the same to be the voluntary act and deed of the Corporation. Before me:



Hamilton W. Budge, Jr.
Notary Public for OREGON
My commission expires: 2-23-98

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Lots 1, 2 and 3, Block 21; Lots 4, 5 and 6, Block 20; Lots 7, 8, 9, 10, 11 and 12, Block 19; Lots 13 and 14, Block 5; Lots 15, 16, 17 and 18, Block 6; Lots 19 and 20, Block 7; Lots 21 and 22, Block 9; Lots 23, 24, 25 and 26, Block 8; Lots 27, 28 and 29, Block 10; Lots 30, 31, 32 and 33, Block 11; Lots 34, 35 and 36, Block 12; Lots 37, 38, 39 and 74, Block 17; Lots 40, 41 and 42, Block 15; Lots 43 and 44, Block 13; Lots 45, 46 and 47, Block 3; Lots 48 and 49, Block 2; Lots 50, 51, 52, 53 and 54, Block 1; Lots 55 and 56, Block 4; Lots 57 and 58, Block 14; Lots 59, 60 and 61, Block 16; Lots 62, 63 and 64, Block 18; Lots 65, 66 and 67, Block 22; Lots 68, 69 and 70, Block 23; Lots 71, 72 and 73, Block 24; all common area and private drive, NEW OAK PARK TOWNHOUSE SUBDIVISION, as platted and recorded in File 73, Slides 490, 491, 492, 493, 494, and 495, Lane County Oregon Plat Records, in Lane County, Oregon.