



Planning Commission Meeting Agenda
(Possible Quorum of the Council)

Date: Wednesday, April 15, 2020
Time: 6:30 – 9:00 p.m.
Location: **Community Center, 175 W 7th Avenue**
Contact: Tere Andrews, 541-998-2153

To help prevent the spread of COVID-19, the City of Junction City will be holding public meetings virtually. Everyone is encouraged to attend the meeting online or by phone. Anyone who cannot access the meeting online or by phone can attend the meeting in person at the Community Center at 175 West 7th Avenue. In order to follow social distancing guidelines from Lane County Public Health Authority and the Governor’s Office, the Community Center will be limited to 10 people at a time. Written testimony can be submitted but must be submitted by 4:00 p.m. to the Planning Technician on the date of the meeting. To email written testimony send to jcplanning@ci.junction-city.or.us. For City updates and resources on COVID-19, visit www.junctioncityoregon.gov.

To join the Planning Commission meeting via computer, tablet, or smartphone, please go to:

<https://join.freeconferencecall.com/cjcoregon>

You can also dial in using your phone.

United States: (508)924-2509

1. Open Meeting and Pledge of Allegiance
2. Changes to the Agenda
3. Public Comment (for items not already on the agenda)
4. Approval of Minutes – January 15, 2020
5. Action Items - Final Subdivision Plat – Kalmia Subdivision
6. Agenda Forecaster
7. Commission Comments
8. Adjournment

Next Standing May 20, 2020 – Check with City for changes

Location is wheelchair accessible (WCA)

THIS MEETING WILL BE RECORDED

I. PUBLIC HEARING PROCESS

Public Hearings will be conducted as follows:

1. Open Public Hearing
2. Staff Report
3. Applicant's Presentation
4. Public Testimony
5. Rebuttal of Testimony
6. Questions from the Planning Commission
7. Staff Summary
8. Close of Public Hearing
9. Deliberation and Recommendation/Decision by the Planning Commission

If you provide testimony, please state your name and address for the record. Testimony and evidence must be directed toward the applicable substantive criteria or other criteria believed to apply to the decision.

If you would like an opportunity to present additional evidence, arguments or testimony regarding the application at a later date, you may request during the hearing that the Planning Commission hold the record open.

Helpful Tips When Speaking Before the Planning Commission

Before the meeting begins, give a copy of any written materials to the Planning Secretary.

Please speak clearly keep in mind the meetings are recorded.

Before beginning your statement say your name and address for the record.

Speak to the Commission through the Chairperson. For example, "Mr. /Ms. Chair, members of the Commission ..."

In order to give everyone, the opportunity to speak the Planning Commission may set a time limit. Out of courtesy to citizens speaking after you, please respect the time limit.

The Junction City Planning Commission met on Wednesday, January 15, 2020 at 6:30 p.m. in the Council Chambers at City Hall, 680 Greenwood Street, Junction City Oregon.

Present were: Planning Commissioners, Alicia Beymer (Chair), Jeff Haag (Vice-Chair), James, Hukill, Ken Wells, Beverly Ficek, and Planning Alternate, Jack Sumner; Contracted Planner, Jordan Cogburn

Absent: None

1. OPEN MEETING AND REVIEW AGENDA

Chair Beymer opened the meeting at 6:30 pm and led the Pledge of Allegiance.

2. CHANGES TO THE AGENDA

None.

3. PUBLIC COMMENT (FOR ITEMS NOT ALREADY ON THE AGENDA)

Planner Cogburn announced the applicant for the minor partition at 1590 Ivy Street (file # 19-12-25-MP) withdrew his application.

As no applications had been received for the Planning Commission vacancies the item was also removed from the agenda.

4. APPROVAL OF MINUTES

- December 18, 2019

Motion: Commissioner Hukill made a motion to approve the December 18, 2019, minutes as written. Commissioner Ficek seconded the motion.

Vote: Passed by a vote of 6:0:0. Chair Beymer, Commissioners, Wells, Haag, Hukill, Ficek, and Sumner voted in favor.

5. PRELIMINARY SUBDIVISION: 19-12-24-SUB, KALMIA SUBDIVISION

Chair Beymer asked Planner Cogburn to review the staff report.

Planner Cogburn stated the subdivision application was for a fully developed single lot, on the corner of SW Kalmia Street and West First Avenue. The site was developed a couple years ago with a four-plex. The four-plex was developed with a plan for subdivision in the future. Therefore, construction included firewalls and fire sprinklers inside the units.

A few comments were received from referral partners, but none stated concerns outside of the in-house building official. However, once it was clarified that the units had fire sprinklers, the building official withdrew his comment.

The Subdivision Code required a minimum lot wide of 60-feet. However, under the Zoning Code, minimum lot width for townhomes was 25-feet. The applicant requested consideration for the built environment, size and topography of the lot, and use of the site as they worked to meet the 25-foot lot minimum width. That standard was difficult to meet along the north side where the lot abutted West 1st Avenue. There was an easement along the western edge which ran north and south, and setback requirements. Therefore, the applicant requested some leniency.

The applicant did not create any new key or butt lots however, the result of the request would create a key parcel to the south with the neighboring property. The easement required for access to the units would maintain the semblance of a single lot.

Noted were conditions of approval that would require a shared access and maintenance easement for the drive aisle, and a legal document satisfactory to city staff that established covenants and restrictions or a home-owners association at final plat approval.

Commissioner Haag asked if the City normally required a home-owners association on a townhome in Junction City or was that something the owners worked out among themselves later.

Planner Cogburn responded the townhomes built on Pine Court required a home-owners association as they shared common roof and walls, to address shared maintenance costs.

Commissioner Sumner asked why it was necessary for the application to come to the Planning Commission.

Planner Cogburn explained that at the time the 4-plex went through development review, the applicant was under a time constraint. Because of that constraint, they went through development review, which is a staff level decision, and constructed the 4-plex, knowing that they would later apply for subdivision of the property to create townhomes on individual lots.

MOTION: Commissioner Hukill made a motion to approve the Kalmia Subdivision Preliminary Plat, file # 19-12-24-SUB based on Findings as stated in the Final Order. Commissioner Sumner seconded the motion.

Vote: Passed by a vote of 6:0:0. Chair Beymer, Commissioners, Wells, Haag, Hukill, Ficek, and Sumner voted in favor.

6. PLANNING ACTIVITY REPORT

The Commission reviewed the Planning Activity Report.

7. COMMISSION AGENDA FORECASTER

The Commission reviewed the agenda forecaster.

8. COMMISSIONER COMMENTS

None.

10. ADJOURNMENT

Motion: Commissioner Sumner made a motion to adjourn the meeting. Commissioner Hukill seconded the motion.

Vote: Passed by a vote of 6:0:0. Chair Beymer, Commissioners, Wells, Haag, Hukill, Ficek, and Sumner voted in favor.

The meeting adjourned at 6:50 p.m.

The next Standing Planning Commission meeting was Wednesday February 19, 2020 at 6:30 p.m.

Respectfully Submitted,

Tere Andrews, Planning Commission Secretary

Alicia Beymer, Planning Commission Chair



JUNCTION CITY PLANNING COMMISSION

AGENDA ITEM SUMMARY

File # SUB-20-09 Kalmia Subdivision Final Plat

Meeting Date: April 15, 2020
Department: Planning
www.junctioncityoregon.gov

Agenda Item Number: 5
Staff Contact: Tere Andrews
Contact Telephone Number: 541-998-4763

ISSUE STATEMENT

The applicants, Jim and Toni Rauschert, request Planning Commission approval for a 4-lot residential Subdivision Final Plat, called "Kalmia", on .29 acres on the southwest corner of the intersection at West 1st Avenue and SW Kalmia Street.

BACKGROUND

The site is zoned Multi-Family Residential (R3). The site is currently developed with a 4-plex constructed to townhome, individual dwelling standards. Fire protection services are provided by Junction City Fire and Rescue. The site is located within the Junction City limits. City services (water, sanitary sewerage, and storm water) are provided. Other utilities readily available are power, gas, telephone, and cable TV all existing within the City owned rights of way and recorded easements.

The Planning Commission conditionally approved the preliminary Subdivision Plat application at the January 15, 2020 meeting.

The Conditions of Approval associated with File: 19-12-24-SUB, Kalmia, Preliminary Subdivision Plat are as follows:

- The applicant shall prepare a Shared Access, Utility, and Maintenance Easement satisfactory to the City for the existing shared driveway and parking areas prior to approval of the Final Plat. The required Shared Access, Utility, and Maintenance Easement shall be recorded with the Final Plat.
- The applicant shall prepare the necessary legal documents satisfactory to the City in compliance with JCMC 17.20.120(D) regarding shared building maintenance and replacement prior to approval of the Final Plat. The required Covenants, Conditions and Restrictions shall be recorded with the Final Plat.

The applicant has submitted a Final Plat Application, as included in Attachment A, for Planning Commission review and consideration. All required documentation associated with the Planning

Commission Conditions of Approval have been submitted and reviewed by staff for compliance.

Staff recommends approval of the submitted Final Plat.

RELATED CITY POLICIES

- JCMC 16.05 – Subdivisions
- JCMC 17.150.070(A)(1) – Type I Procedure – Administrative Decision.

PLANNING COMMISSION OPTIONS

The Commission may:

- a. Approve the Final Plat as presented.
- b. Approve the Final Plat based on modifications to the proposal.
- c. Deny the request with justifications.
- d. Continue the discussion to a time and date certain if more information is needed.
- e. Decline to take action.

SUGGESTED MOTION

I make a motion to (approve/modify/deny/continue) the Kalmia Subdivision Final Plat, file SUB-20-09 based on the (findings/modified findings) as (stated/amended) in the Final Order.

ATTACHMENTS

- A. Applicant's Final Plat materials submitted April 8, 2019
- B. Final Order 19-12-24 SUB
- C. Draft Final Order SUB-20-09 Final Plat



CITY OF JUNCTION CITY
Planning & Building Department
LAND USE APPLICATION

1171 Elm Street/PO Box 250 Junction City OR 97448

Ph 541-998-4763 ■ Fax 541-998-2773 ■ jcplanning@ci.junction-city.or.us ■ www.junctioncityoregon.gov

Date Submitted:	Received By:	Fee Paid: \$	Supplemental Application:
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Section 1

LAND USE ACTION (SEE TABLE 1):	Final Plat
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Section 2

Site Address:	Location Description:
111, 121, 131 & 141 SW Kalmia St., JC 97448	SW corner of SW Kalmia St & High Pass Rd
Property Size: 11,798 sq. ft.	Assessor's Map & Tax Lot #: Map 16-04-05-22, TL 4302
Present Use: 4-unit apartment complex	Proposed Use: Convert to 4 individual units
Brief Summary of Action Requested: The applicant proposed to convert the existing 4-unit apartment complex into 4 individual lots.	
Are there other permit applications associated with this application? If yes, list: Yes - DEV-18-01	

Section 3

I have the following legal interest in the property (Circle one):
<input checked="" type="checkbox"/> Owner of Record <input type="checkbox"/> Lessee <input type="checkbox"/> Contract Purchase <input type="checkbox"/> Holder of an exclusive Option to Purchase
<i>Written authorization from the owner to act as his/her agent must be provided if not the owner of record</i>

Section 4

Applicant:	Jim and Toni Rauschert		
Address:	[REDACTED]		
Phone:	[REDACTED]	E-Mail:	[REDACTED]
Property Owner:	"same as applicant"		
Address:	[REDACTED]		
Phone:	[REDACTED]	E-Mail:	[REDACTED]
Contact: (if different than Applicant)	Lloyd L. Tolbert, L.S. - Tolbert Associates, LLC		
Address:	P.O. Box 22603, Eugene, OR 97402		
Phone:	541-359-8426	E-Mail:	lloyd@tolbertassociates.com

Section 5

Required Information

	Written statement describing proposal in detail
	Narrative Statement explaining how the application complies with all relevant criteria with enough detail for review and decision-making. <i>Note: See Type I information, at the beginning of this packet, for the municipal code chapters and sections related to your land use request</i>
	Three (3) paper copies of application packet including any plan sets
	Digital copy of application packet including any plan sets
	Non-refundable Application Fee

Section 6

Supplemental Application:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Attachment(S):	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Section 7

Your signature below acknowledges the following:

- 1. Payment of the base fee may not cover the City's costs associated with processing the Application.**
Per Resolution 1053: All direct costs for contracted services shall be charged monthly to the applicant in amount billed to City. Contracted city services include, but are not limited to, city engineer, city attorney, building inspector, traffic consultant, &/or wetlands specialist. Direct costs 30 days past due be charged 9% interest in addition to the amount billed to the City.
- 2. The foregoing statements and other information attached hereto are true and accurate to the best of my knowledge and belief.*
- 3. Signer agrees to pay all direct costs associated with processing this land use application.*

Applicant Signature:



Date: 3/17/20

APPROVALS:

CHAIR, JUNCTION CITY PLANNING COMMISSION	DATE
SECRETARY, JUNCTION CITY PLANNING COMMISSION	DATE
LANE COUNTY SURVEYOR	DATE
LANE COUNTY ASSESSOR	DATE
LANE COUNTY BOARD OF COMMISSIONERS	DATE

REFERENCES

- BARGAIN AND SALE DEED RECORDED JULY 27, 2018 DOCUMENT NO. 2018-034900 LANE COUNTY OREGON DEEDS & RECORDS
- C.S.F. 22594 RANDALL 1979
- LANE COUNTY RE-ESTAB INDEX NOS. 14906 & 15702
- LANE COUNTY RE-ESTAB INDEX NO. 10566
- WARRANTY DEED (INCLUDES PUE) RECORDED APRIL 8, 1976 RECEPTION NO. 1976-016425 LANE COUNTY OREGON DEEDS & RECORDS
- DECLARATION OF JOINT ACCESS/UTILITY EASEMENT AND MAINTENANCE AGREEMENT RECORDED _____, 2020 DOCUMENT NO. 2020-_____ LANE COUNTY OREGON DEEDS & RECORDS



KALMIA

NW 1/4, SECTION 5, T. 16 S., R. 4 W., W.M.
 JUNCTION CITY, LANE COUNTY, OREGON
 MARCH 18, 2020

LEGEND

- FOUND GOVERNMENT CORNER AS SHOWN AND NOTED HEREON.
- FOUND MONUMENT AS SHOWN AND NOTED HEREON.
- SET 5/8" X 30" REBAR WITH A YELLOW PLASTIC I.D. CAP STAMPED "TOLBERT LS 2813"
- COMPUTED POSITION. NO MONUMENT FOUND OR SET
- [] DATA OF RECORD PER REFERENCES 1 & 2
- () DATA OF RECORD PER REFERENCES 3 & 4
- ~ DENOTES LINE NOT-TO-SCALE
- C.S.F. COUNTY SURVEY FILE
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT-OF-WAY
- ▨ INDICATES PRIVATE EASEMENT AREAS

MEASURED EQUALS RECORD UNLESS OTHERWISE NOTED

NARRATIVE

THIS SURVEY WAS PERFORMED AT THE REQUEST OF THE OWNER TO SUBDIVIDE THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED PER REFERENCE 1. THE SUBDIVISION WAS GRANTED APPROVAL PER CITY OF JUNCTION CITY PLANNING ACTION DEV-18-01. THE BASIS OF BEARINGS IS DEFINED AS THE NORTH LINE OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN AS ESTABLISHED BY APPLYING THE RECORD BEARING PER DEED REFERENCE 1 BETWEEN RECOVERED MONUMENTS REFERENCING THE NORTHWEST CORNER AND EAST ONE-QUARTER CORNER OF SAID SECTION 5. WITH THE BASIS OF BEARINGS SO DEFINED, RECORD DIMENSIONS PER SAID REFERENCE 1 AND SURVEY REFERENCE 2 WERE APPLIED TO ESTABLISH THE EXTERIOR BOUNDARIES OF THE SUBJECT PROPERTY. WITH THE EXTERIOR BOUNDARY SO ESTABLISHED, THE SUBJECT PROPERTY WAS THEN SUBDIVIDED AT THE DIRECTION OF THE OWNER AND IN ACCORDANCE WITH THE PRELIMINARY PLAN.

SURVEYOR'S CERTIFICATE

I, LLOYD L. TOLBERT, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE HEREON DESCRIBED PLAT. A THAT THE INITIAL POINT IS REFERENCED BY A 5/8 INCH REBAR WITH A PLASTIC I.D. CAP STAMPED "TOLBERT L.S. 2813" AS DESCRIBED AND SHOWN HEREON.

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN WHICH IS SOUTH 89°17'00" EAST 559.93 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5; THENCE LEAVING SAID NORTH LINE BEARING SOUTH 00°00'15" EAST 40.10 FEET TO THE POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 1ST AVENUE AND THE WEST RIGHT OF WAY LINE OF KALMIA STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°00'15" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF KALMIA STREET 97.46 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE OF KALMIA STREET BEARING SOUTH 89°58'45" WEST 120.06 FEET; THENCE NORTH 00°03'30" WEST TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 1ST AVENUE A DISTANCE OF 99.01 FEET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 89°17'00" EAST 120.16 FEET TO THE TRUE POINT OF BEGINNING, ALL IN THE CITY OF JUNCTION CITY, LANE COUNTY, OREGON.

LLOYD L. TOLBERT L.S. NO. 2813

OWNER'S DECLARATION

KNOWN ALL PEOPLE PRESENTS THAT JIM RAUSCHERT AND TONI RAUSCHERT ARE THE OWNERS OF THE LAND HEREON DESCRIBED AND DID CAUSE THE SAME TO BE PARTITIONED AS HEREON SHOWN ACCORDING TO THE PROVISIONS OF THE OREGON REVISED STATUTES, CHAPTER 92 AND DO CREATE A TWELVE (12) FOOT WIDE PRIVATE UTILITY EASEMENT ACROSS LOTS 1 THROUGH 4 FOR THE BENEFIT OF LOTS 1 THROUGH 4 FOR WASTEWATER AND WATER PURPOSES AND A VARIABLE WIDTH PRIVATE UTILITY EASEMENT ACROSS LOT 1 TO SERVE LOTS 1 THROUGH 4 FOR FIRE VALVE ACCESS AND TRASH RACK ACCESS AND DO CREATE BY SEPARATE DOCUMENT A VARIABLE WIDTH PRIVATE JOINT ACCESS/UTILITY EASEMENT AND MAINTENANCE AGREEMENT ACROSS PARCELS 1 THROUGH 4 TO SERVE PARCELS 1 THROUGH 4 AND SHOWN AND REFERENCED HEREON AND DO ACKNOWLEDGE EXISTING EASEMENTS AS SHOWN HEREON.

JIM RAUSCHERT

TONI RAUSCHERT

ACKNOWLEDGMENT

STATE OF OREGON }
 COUNTY OF LANE } SS

THESE APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR THE SAID STATE AND COUNTY, THE HEREON NAMED JIM RAUSCHERT AND TONI RAUSCHERT, KNOWN TO ME OR PROVED BY SATISFACTORY EVIDENCE TO BE THE SAME PERSONS WHO EXECUTED THE DECLARATION HEREON SHOWN, AND ACKNOWLEDGED THE SAME TO BE THEIR VOLUNTARY DEED, IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND.

SUBSCRIBED BEFORE ME
 THIS _____ DAY OF _____, 2020

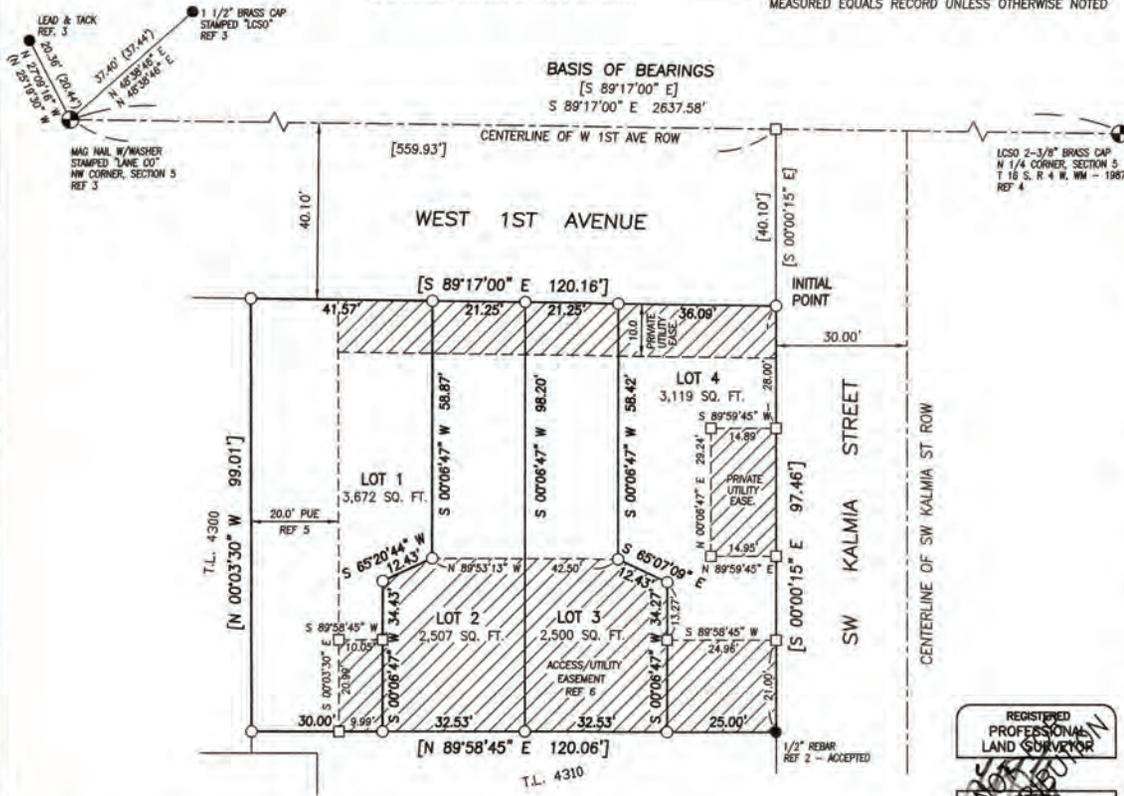
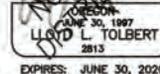
SIGNATURE OF NOTARY

PRINTED NAME OF NOTARY

NOTARY PUBLIC FOR OREGON

COMMISSION NO. _____

MY COMMISSION EXPIRES: _____



TOLBERT ASSOCIATES, LLC
 LAND SURVEYING & LAND USE PLANNING

P.O. BOX 22603
 EUGENE, OREGON 97402
 (541) 359-8426
 WWW.TOLBERTASSOCIATES.COM
 CADD FILE-1543PLAT.DWG DWN BY: LLT

**WRITTEN STATEMENT AND NARRATIVE
FOR
"KALMIA"
ASSESSOR'S MAP 16-04-05-22, TAX LOT 4302
March 18, 2020**

This criteria conformance statement was written to accompany the Final Subdivision application for Jim Rauschert. The subject property is fully improved and accepted per Junction City Building Permit No. 467-18-000088-STR. The Tentative Plan was approved per Development Review, DEV 18-01, stating the proposed subdivision complies with the applicable approval criteria and related standards set forth within the JCMC.

The conditions of approval and applicant's response to each are as follows:

Planning Department Conditions of Approval:

1. *Prior to issuance of a building permit, the applicant shall revise the site plan to show compliance with the standard at JCMC 17.20.140(H)(5).*

The applicant understands that prior to issuance of a building permit, the applicant shall revise the site plan to show compliance with the standard at JCMC 17.20.140(H)(5).

2. *Prior to the issuance of a Certificate of Occupancy, the service drives shall be clearly and permanently marked with directional signage.*

The applicant understands that prior to the issuance of a Certificate of Occupancy, the service drives shall be clearly and permanently marked with directional signage.

3. *Prior to Certificate of Occupancy, the proposed driveway approach and parking spaces shall be permanently marked. The parking space dimensions shall be nine feet wide by 20 feet long.*

The applicant understands that prior to Certificate of Occupancy, the proposed driveway approach and parking spaces shall be permanently marked. The parking space dimensions shall be nine feet wide by 20 feet long.

4. *Prior to issuance of a building permit, the applicant shall submit a revised site plan showing compliance with the landscaping requirements stated at JCMC 17.90.030(H)(9).*

The applicant understands that prior to issuance of a building permit, the applicant shall submit a revised site plan showing compliance with the landscaping requirements stated at JCMC 17.90.030(H)(9).

Lane County Public Works Conditions of Approval:

1. *Improvements to High Pass Road (W 1st Avenue) must comply with Lane Code 15.701 and 15.702. Such compliance will be determined as part of the Facility Permit process*

No improvements are proposed for High Pass Road (W 1st Avenue).

2. *Obtain Facility Permit approval from Lane County for improvements to High Pass Road (W 1st Avenue). For more information about Facility Permits, please call 541.682.6902 and/or visit: https://lanecounty.org/government/county_departments/public_works/right-of-way_permits/facility_permits/.*

No improvements are proposed for High Pass Road (W 1st Avenue).

3. *Post-development runoff must not exceed pre-development runoff. Any excess runoff must be metered out at pre-development rates. In accordance with Lane Manual 15.515, stormwater runoff from private property must not be directed to the Lane County road right-of-way or into any Lane County drainage facility, including roadside ditches.*

No further runoff is expected. The applicant understands that post-development runoff must not exceed pre-development runoff and that any excess runoff must be metered out at pre-development rates. The applicant understands that in accordance with Lane Manual 15.515, stormwater runoff from private property must not be directed to the Lane County road right-of-way or into any Lane County drainage facility, including roadside ditches.

Other Requirements and Informational Items:

- *All finishes, layouts, elevations, and landscaping shown on the submitted plans are required and shall not be altered without prior Planning Department approval.*

The applicant understands that all finishes, layouts, elevations, and landscaping shown on the submitted plans are required and shall not be altered without prior Planning Department approval.

- *The applicant shall be responsible for ensuring that the proposed development authorized under this application is consistent with and complies with all conditions of approval established by other agencies with right-of-way and access management jurisdiction, prior to issuance of a Certificate of Occupancy.*

The applicant understands that they shall be responsible for ensuring that the proposed development authorized under this application is consistent with and complies with all conditions of approval established by other agencies with right-of-way and access management jurisdiction, prior to issuance of a Certificate of Occupancy.

DECLARATION OF PRIVATE JOINT ACCESS/UTILITY EASEMENT AND MAINTENANCE AGREEMENT

RECITALS:

Jim Rauschert and Toni Rauschert (RAUSCHERT) are the owners of the following described real property located in the NW 1/4 of Section 5 located in Township 16 South, Range 4 West of the Willamette Meridian.

The owner is subdividing said real property into four (4) Lots as shown on "KALMIA", recorded _____, 2020, Document No. 2020-_____, Lane County Deeds and Records, located in Junction City, Lane County, Oregon. This easement is being created to satisfy a condition of approval by Junction City and impacts Lots 1 through 4 of said subdivision.

DECLARATION OF EASEMENT:

1. Easement Created. RAUSCHERT hereby creates a perpetual easement as described in attached Exhibit "A" for the mutual exclusive use of said Lots 1 through 4.
2. Purpose. The easement is created to allow access, ingress and egress, and driveway purposes for said Lots 1 through 4. The easement may also be used by the aforementioned parcels for the installation, construction, inspection, maintenance, repair, reconstruction, and replacement of private utilities and facilities, electric facilities and CATV as long as such use does not interfere with ingress/egress access.
3. Use of Burdened Property. The owners or occupiers of the properties affected by the easement shall have the right to use their property, including the area described as the easement, for any purpose as long as the owners or occupiers do not interfere with the use of the easement as granted by this instrument.
4. Maintenance and Repairs. The cost of any maintenance or repair of the area within the easement shall be apportioned between the owners of said Lots 1 through 4, equally proportionate to each party's use of the easement.
5. Successors in Interest. The provisions of this instrument touch and concern, and relate to the use of said Lots 1 through 4 and are intended to be covenants and restrictions running with the land.

After recording return to: Jim & Toni Rauschert
1200 Unity St.
Junction City, OR 97448

All provisions of this instrument, including the benefits and burdens, are binding and enure to the heirs, successors, assigns, transferees, and personal representatives of all parties who own any of the aforementioned tracts.

Dated this _____ day of _____, 2020

Jim Rauschert

Toni Rauschert

STATE OF OREGON)
) ss.
County of Lane)

On _____, 2020, before me, personally Jim Rauschert and Toni Rauschert, known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that by their signatures they have executed the instrument as their voluntary act and deed.

Witness my hand and official seal.

Notary Public for Oregon
My Commission Expires: _____

“EXHIBIT A”

Legal Description for Access/Utility Easement

Beginning at a point on the westerly margin of SW Kalmia Street, said point being the southeast corner of Lot 4, Kalmia recorded _____, 2020, Document No. 2020-_____, Lane County Deeds and Records, located in Junction City, Lane County, Oregon; thence along said westerly margin North 00°00'15" West 21.00 feet; thence leaving said westerly margin bearing South 89°58'45" West 24.96 feet to the westerly line of said Lot 4; thence along said westerly line North 00°06'47" East 13.27 feet and North 65°07'09" West 12.43 feet; thence leaving said westerly line bearing North 89°53'13" West 42.50 feet to the easterly line of Lot 1, Kalmia; thence along said easterly line South 65°20'44" West 12.43 feet and South 00°06'47" West 13.43 feet; thence leaving said easterly line bearing South 89°58'45" West 10.05 feet; thence South 00°03'30" East 20.99 feet to southerly plat boundary of Kalmia; thence along said southerly plat boundary North 89°59'12" East 100.06 feet to the point of beginning, all in the city of Junction City, Lane County, Oregon.

For Office Use Only

ID # _____

Receipt# _____

SURVEY SUBMITTAL CHECKLIST
 (ORS 209.250 & Lane County Surveyor's Office Policy)



SURVEYOR: Lloyd L. Tolbert, L.S. **TRS & ¼:** 16S,4W,Sec 5,NW 1/4

CLIENT: Jim & Toni Rauschert **SUBMITTAL DATE:** 3/17/20

MAP:

- 1) Location of survey by ¼ Section, Township & Range ✓
- 2) Date of survey ✓
- 3) Scale of the drawing and North arrow ✓
- 4) Surveyor's seal, original signature and expiration date..... ✓
- 5) Surveyor's business name and address ✓
- 6) Client's name ✓
- 7) Map & Tax Lot information in the *Lower Left-Hand* corner..... ✓
- 8) Provide space in the *Upper Right-Hand* corner (landscape page orientation) for CSF stamp or use DXF template available on-line. (See filing policy for space size.) ✓
- 9) Basis-of-Bearing ✓
- 10) Show the name and right-of-way width of all streets..... ✓
- 11) All measured bearings, angles and distances that were used as a basis for establishing or re-establishing lines or monuments, separately indicated from those of record, together with the recording reference ✓
- 12) All monuments set and their relation to older monuments found, including a detailed description of monuments found and set ✓
- 13) A tie to a monumented section corner, one-quarter corner, one-sixteenth corner or a Donation Land Claim corner in Township & Range, or to a monumented lot or parcel corner or boundary corner of a recorded subdivision, partition, or condominium..... ✓
- 14) The map & narrative shall be made on policy approved drafting material in sizes 8 ½x14, 11x17, 14x17, 18x24 (larger sizes require prior approval) ✓

PROPERTY LINE ADJUSTMENTS:

- 1) Surveys for property line adjustments administered under the jurisdiction of Lane County per Lane Code 13.450 shall be accompanied by documentation showing approval of Lane County Planning at the time of map submittal.....

NARRATIVE of SURVEY:

- 1) Explain the purpose of the survey and how the boundary lines or other lines were established or re-established and state which deed records, deed elements, survey records, found survey monuments, plat records, road records or any other other pertinent data were controlling when establishing or re-establishing the lines ... ✓

“SEPARATE” NARRATIVES: (Separate document):

- 1) Location of the survey by ¼ Section, Township & Range
- 2) The client's name, survey date, surveyor's business name & address
- 3) The Surveyor's seal & original signature

▪ **By signing below, you are verifying that your accompanying survey for filing complies with this Survey Submittal Checklist and meets the requirements of ORS 209.250, and the Lane County Surveyor's Office Filing Policies for Land Survey Maps & Narratives.**

Surveyor's Signature: **Date:** 3/18/20

For Office Use Only

ID # _____

Receipt# _____



PLAT SUBMITTAL CHECKLIST
 (ORS 92 & Lane County Surveyor's Office Policy)

SURVEYOR: Lloyd L. Tolbert, LS **TRS & ¼ :** T16S, R4W, Sec 5, NW 1/4

CLIENT: Jim & Toni Rauschert **SUBMITTAL DATE:** 3/18/20

JURISDICTION: Junction City **SUBDIVISION / CLIENT NAME:** Kalmia

MAP:

- 1) A 1" margin shall be left on all sides of the plat. _____ X
- 2) The exact location and width of any streets intersecting the boundary of the plat, along with the name of said streets. _____ X
- 3) All roads required to be named shall be labeled. The road name shall be approved by the regional road naming committee. _____
- 4) The area of each lot / parcel in either acres, to the nearest 1/100th, or square feet. _____ X
- 5) The dimensions shown on the map shall be of such accuracy that the error of closure on any portion shall not exceed one-tenth of a foot or one ten-thousandth of the distance shown on the plat. _____ X
- 6) Planning Number. _____ x
- 7) A notarized declaration by the fee owner and vendor shall be shown on the face of the plat and shall include any dedication of public or private easements. Notary certificate shall conform to ORS Chapter 194. _____ X
- 8) If there are dedications to the public, affidavits of consent (concurrence) from all interest holders shall be recorded and shown on the final plat. The affidavit shall comply with ORS 92.075 (4). _____
- 9) The location, dimensions and purpose of all recorded and proposed public and private easements shall be shown on the partition plat along with the County Clerk's recording reference if the easement has been recorded. _____ X
- 10) The centerline of all newly created public or private streets within Subdivisions shall be monumented. The right-of-way of all newly created access easements within Partitions shall be sufficiently monumented. _____
- 11) All Corners required to be monumented shall be marked with proper monuments. _____ X
- 12) An initial point, point of beginning, shall be on the exterior boundary of the plat. _____ x
- 13) Surveyor's Certificate describing the property and initial point. _____ x
- 14) Provide signature lines for the County or City Surveyor, County Assessor, the Planning Director or Planning Director's delegate. Subdivisions shall also include a signature line for the Board of Commissioners. _____ X
- 15) All signatures must be in archival quality black ink. _____ x
- 16) Zoning classification, and location of any hazard areas as required by Lane County Planning or other government agency. _____
- 17) All taxes which have, or will become a lien during the tax year, must be paid prior to recording.(Taxes expire July 1st each year). _____

This document does not replace the ORS or Lane Code. Its intent is to aid the surveyor and the County Surveyor's Office in a checklist form of items to be shown on a final plat.

(OVER)



Subdivision / Condominium Name Reservation

Lane County Surveyors Office
3050 North Delta Highway
Eugene, OR 97408
Phone: (541) 682-4195
Fax: (541) 682-3947

Please complete this form and submit to the Lane County Surveyors Office.

Date: 12-9-19

Subdivision / Condominium Name: Kalmia

Map & Tax Lot Number: 16-04-05-22 TL 4302

Jurisdiction: Junction City

Surveyor: Lloyd L. Tolbert, L.S.

Developer: Jim Rauschert

I Lloyd L. Tolbert understand that if the above name is not pending or recorded within three (3) years the name will no longer be reserved for use.


(Signature)

The Lane County Surveyors Office does hereby approve and reserve the above name pursuant to ORS 92.090 / ORS 100.115 (5) & (6).


Approval

12/12/19
Date

Reservation Expires: 12/13/22

Return via Fax / Mail to:

Kalmia

Lot Closures – 3/18/20

Overall Boundary

Northing	Easting	Bearing	Distance
5391.997	5960.028	S 00°00'15" E	97.460
5294.537	5960.035	S 89°58'45" W	120.057
5294.494	5839.978	N 00°03'30" W	99.007
5393.500	5839.877	S 89°17'00" E	120.160
5391.997	5960.028		

Closure Error Distance> 0.00000
 Total Distance> 436.684
 Polyline Area: 11798.1 sq ft, 0.3 acres

Lot 1

5393.500	5839.877	S 89°17'00" E	41.572
5392.980	5881.446	S 00°06'47" W	58.866
5334.114	5881.330	S 65°20'44" W	12.426
5328.931	5870.036	S 00°06'47" W	34.426
5294.505	5869.968	S 89°58'45" W	29.990
5294.494	5839.978	N 00°03'30" W	99.007
5393.500	5839.877		

Closure Error Distance> 0.00000
 Total Distance> 276.288
 Polyline Area: 3672.2 sq ft, 0.1 acres

Lot 2

Northing	Easting	Bearing	Distance
5392.980	5881.446	S 89°17'00" E	21.251
5392.715	5902.696	S 00°06'47" W	98.198
5294.517	5902.502	S 89°58'45" W	32.533
5294.505	5869.968	N 00°06'47" E	34.426
5328.931	5870.036		

		N 65°20'44" E 12.426
5334.114	5881.330	
		N 00°06'47" E 58.866
5392.980	5881.446	

Closure Error Distance> 0.00000
 Total Distance> 257.701
 Polyline Area: 2507.3 sq ft, 0.1 acres

Lot 3

Northing	Easting	Bearing	Distance
5392.715	5902.696		
		S 89°17'00" E 21.251	
5392.449	5923.945		
		S 00°06'47" W 58.419	
5334.030	5923.830		
		S 65°07'09" E 12.426	
5328.802	5935.103		
		S 00°06'47" W 34.274	
5294.528	5935.035		
		S 89°58'45" W 32.533	
5294.517	5902.502		
		N 00°06'47" E 98.198	
5392.715	5902.696		

Closure Error Distance> 0.00000
 Total Distance> 257.101
 Polyline Area: 2500.0 sq ft, 0.1 acres

Lot 4

Northing	Easting	Bearing	Distance
5390.159	5735.548		
		S 89°17'00" E 36.086	
5389.707	5771.631		
		S 00°00'15" E 97.460	
5292.247	5771.638		
		S 89°58'45" W 25.000	
5292.238	5746.638		
		N 00°06'47" E 34.274	
5326.512	5746.705		
		N 65°07'09" W 12.426	
5331.740	5735.433		
		N 00°06'47" E 58.419	
5390.159	5735.548		

Closure Error Distance> 0.00000
 Total Distance> 263.664
 Polyline Area: 3118.6 sq ft, 0.1 acres

Access Easement

Northing	Easting	Bearing	Distance
5294.537	5960.035		
		N 00°00'15" W	21.000
5315.537	5960.033		
		S 89°58'45" W	24.957
5315.528	5935.076		
		N 00°06'47" E	13.274
5328.802	5935.103		
		N 65°07'09" W	12.426
5334.030	5923.830		
		N 89°53'13" W	42.500
5334.114	5881.330		
		S 65°20'44" W	12.426
5328.931	5870.036		
		S 00°06'47" W	13.426
5315.505	5870.010		
		S 89°58'45" W	10.053
5315.501	5859.957		
		S 00°03'30" E	20.987
5294.514	5859.978		
		N 89°59'12" E	100.057
5294.537	5960.035		

Closure Error Distance> 0.00000

Total Distance> 271.106

Polyline Area: 3249.4 sq ft, 0.1 acres

**REQUEST FORM PLAT TAX PAYMENT PROCESS
FOR
DEPARTMENT OF ASSESSMENT AND TAXATION AND
COUNTY SURVEYOR'S OFFICE**



- 01) Developer Name or Agent Name: Jim & Toni Rauschert
- 02) Phone Number: 541-914-8686
- 03) Partitioner or Subdivision Name Kalmia
- 04) Map & Tax Lot Number 16-04-05-22, TL 4302
- 05) Developer / Agent needs to provide the following information to A&T:
- A) Copy of the plat showing the location of all existing improvements.
(Standard notation is "H" for house and "X" for outbuilding.)
 - B) Current Assessors map with tax lot number(s) being platted hi-lighted.
 - C) Completed request form.
- 06) Have the above tax lot(s) been modified by a recorded instrument during the past twelve months?
 YES NO. If yes, please provide the recorded instrument number: _____

It will generally take the Department of Assessment and Taxation five (5) working days to complete the packet of information once the above information is provided, but in certain circumstances it may take longer.

- 07) A&T or Surveyor's Office personnel will contact the developer or their agent by phone when the tax payment packet is ready. The figure necessary to pay taxes plus interest on the above tax lot(s) will be conveyed at this point. (Prior to certification the tax amount is an estimate only, additional taxes may become due after certification.)
- 08) The developer or agent should come to the A&T tax payment counter to obtain the tax payment packet. The tax payment counter is located in the basement of the Public Service Building at 125 E. 8th Avenue. Tax payment counter hours are from 10:00 a.m. to 3:00 p.m. Monday through Thursday.
- 09) If it is necessary to make a payment for taxes, ***payment must be paid with a cashier's check, certified check, money order or cash in order to obtain the "Certificate of Taxes Paid" immediately.*** If payment is made by personal check or business check, A&T will hold the certificate for **fifteen** working days after the date of deposit of the check. All checks will be considered as personal checks unless "Cashier Check" is designated on the face.
- 10) In the case of delinquent taxes, interest will be re-computed on the 16th of each month. If it is necessary to rework the taxes there will be an additional charge of \$40.00.
- 11) After receiving the tax payment packet along with the certificate of taxes paid, the developer will deliver the packet to the County Surveyor's Office.
- 12) When the plat meets standards, Surveyor's Office personnel will then carry the plat along with the signed certificate to the County Assessor. The Assessor will sign the original plat and return them to the Surveyor's Office for further processing. It is important that the plat not be turned over to anyone other than a Lane County Surveyor's Office employee.

**Department of Assessment and Taxation
Public Information Counter & Telephone Hours:
10:00 a.m. to 3:00 p.m., Monday through Thursday**

*0316706

**PRELIMINARY TITLE REPORT**

CASCADE ESCROW
 ATTN: MELISSA MITCHELL
 811 WILLAMETTE STREET
 EUGENE, OR 97401

December 12, 2019
 Report No: 0316706
 Your No: EU19-2986
 Seller: RAUSCHERT
 Buyer: TO COME

PRELIMINARY REPORT FOR:

Owner's Standard Policy	\$T/C
Residential Extended Loan Policy (SIMUL)	\$T/C

PREMIUMS:

Owner's Standard Premium	\$T/C
Residential Extended Loan Premium (SIMUL)	\$T/C
OTIRO 209.10-06, 222-06, 208.1-06 Endorsements	\$100.00
Gov. Lien/Inspect Fee	\$35.00
Temporary Billing	\$225.00

We are prepared to issue 2006 (6/17/06) ALTA title insurance policy(ies) of OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, in the usual form insuring the title to the land described as follows:

(A T T A C H E D)

Vestee:

JIM RAUSCHERT AND TONI RAUSCHERT

Estate:

FEE SIMPLE

DATED AS OF: DECEMBER 02, 2019 at 8:00 A.M.

Schedule B of the policy(ies) to be issued will contain the following general and special exceptions unless removed prior to issuance:

GENERAL EXCEPTIONS (Standard Coverage Policy Exceptions):

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

No liability is assumed hereunder until policy has been issued and full policy premium has been paid.

MAIN OFFICE

811 WILLAMETTE ST.
 EUGENE, OREGON 97401

PH: (541) 687-2233 * FAX: (541) 485-0307

FLORENCE OFFICE

715 HWY 101 * FLORENCE, OREGON 97439
 MAILING: PO BOX 508 * FLORENCE, OREGON 97439

PH: (541) 997-8417 * FAX: (541) 997-8246

VILLAGE PLAZA OFFICE

4750 VILLAGE PLAZA LOOP SUITE 100
 EUGENE, OREGON 97401

PH: (541) 653-8622 * FAX: (541) 844-1626

3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIAL EXCEPTIONS:

6. City liens, if any, as levied by the City of Junction City, for which no search was made. (The City of Junction City charges \$25.00 for a lien search on each tax lot number. Please inform us if one is to be ordered.)
7. Rights of the public in and to that portion lying within streets, roads and highways.
8. Easement as disclosed in Warranty Deed, including the terms and provisions thereof, between Murray D. Dorsey and Louella S. Dorsey, husband and wife, and Willamette Land, Inc., an Oregon Corporation, recorded April 8, 1976, Reception No. 1976-016425, Lane County Official Records.
9. Our examination of the title to the subject property discloses no open Trust Deeds or Mortgages of record. The accuracy of this conclusion should be confirmed in writing prior to closing of the proposed transaction.
10. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
11. Prior to writing an ALTA MORTGAGEE'S policy, Cascade Title Company should be furnished with a statement as to parties in possession and as to any construction, alterations or repairs to the premises within the last 75 days. We also request that we be notified in the event that any funds are to be used for construction, alterations or repairs. Exception may be taken to such matters as may be shown thereby.
12. An accurate survey of these premises showing boundary lines, and location of improvements and easements, should be furnished for our file prior to our writing an ALTA Mortgagee's Policy. Exception may be taken to such matters as may be shown thereby.

NOTE: The property address as shown on the Assessor's Roll is:

111, 121, 131, & 141 Southwest Kalmia Street
Junction City, OR 97448

NOTE: Taxes, Account No. 1053840, Assessor's Map No. 16 04 05 2 2, #4302, Code 69-00, 2019-2020, in the amount of \$8,001.77, PAID IN FULL.

NOTE: A judgment search has been made on the above named Vestee(s), and we find NONE except as set forth above.

Order No. 0316706
Page 3

NOTE: According to the public record, the following deed(s) affecting the property herein described have been recorded within 24 months of the effective date of this report:

Warranty Deed recorded March 5, 2018, Reception No. 2018-010188, Lane County Deeds and Records.

Bargain and Sale Deed recorded July 27, 2018, Reception No. 2018-034900, Lane County Deeds and Records.

NOTE: The premium amount has been reduced by application of a reissue rate.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

Cascade Title Co.

mm/rh: Title Officer: MARY ASHCRAFT

PROPERTY DESCRIPTION

Beginning at a point on the North line of Section 5, Township 16 South, Range 4 West of the Willamette Meridian which is South 89° 17' East 559.93 feet from the Northwest corner of said Section 5; and running thence South 0° 00' 15" East 40.10 feet to the point of intersection of the South right of way line of 1st Avenue and the West right of way line of Kalmia Street, said point being the true point of beginning; thence South 0° 00' 15" East along the Westerly right of way line of Kalmia Street, a distance of 97.46 feet; thence South 89° 58' 45" West 120.06 feet; thence North 0° 03' 30" West to the Southerly right of way line of 1st Avenue, a distance of 99.01 feet; thence along said South right of way line South 89° 17' East 120.16 feet to the point of beginning, all in the City of Junction City, in Lane County, Oregon.



7616425

WARRANTY DEED (INDIVIDUAL)

MURRAY D. DORSEY and LOUELLA S. DORSEY, husband and wife

hereinafter called grantor, convey(s) to

WILLAMETTE LAND, INC., an Oregon Corporation

all that real property situated in the County

of Lane State of Oregon, described as:

All of the following described tract SAVE AND EXCEPT the Southerly 600 feet

--Beginning at a point in the North line of Section 5, Township 16 South, Range 4 west of the Willamette Meridian, which is South 89° 17' East 440.04 feet from the North-west corner of said Section; and running thence South 89° 17' East 120 feet; thence South 1° 57' East, a distance of 745 feet, more or less to a point which is North 89° 54' East from the Southeast corner of the plat of Brentwood Homes, as platted and recorded in Lane County, Oregon; thence South 89° 54' West 120 feet, more or less, to the Southeast corner of said Brentwood Homes; thence North 0° 06' West 475.0 feet; thence North 89° 54' East 15.0 feet; thence North 0° 06' West 120.0 feet; thence South 89° 54' West 15.0 feet; thence North 0° 06' West 144.44 feet to the point of beginning, in Lane County, Oregon.

EXCEPTING therefrom the portion thereof lying in County Road No. 283.--

an

Handwritten initials

7616425

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except _____

Conditions and restrictions imposed by instrument, recorded August 29, 1962, as No. 81627, Recorders Reception Records; Utility easements of record; Sewer easement over the Westerly 20 feet.

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above

The true and actual consideration for this transfer is \$ 4,450.00

Dated this 27th day of January, 1977

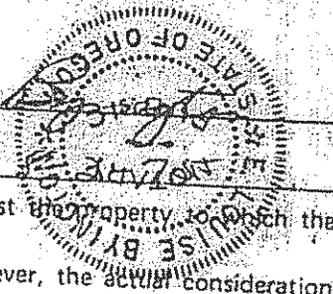
STATE OF OREGON, County of Dexter ss.

January 21, 1977 personally appeared the above named Murray D. Dorsey and Louella S. Dorsey and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon

My commission expires: 6/27/78



- * The dollar amount should include cash plus all encumbrances existing against the property to which the property remains subject or which the purchaser agrees to pay or assume.
- ** If consideration includes other property or value, add the following: "However, the actual consideration consists of or includes other property or value given or promised which is part of the/the whole consideration." (Indicate which)

WARRANTY DEED (INDIVIDUAL)

TO

After-Recording Return to:
Tax: Arthur Lindley
38418 Dexter Rd
Dexter, Or. 97431

State of Oregon,
County of Lane

I, D. M. Penfold, Director of the
Department of Records and Elections,
do hereby certify that the within instrument was
received for record at

1976 APR 8 PM 4 06

Reel 789 R

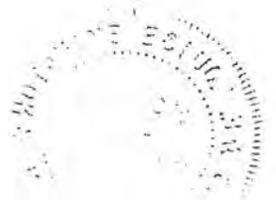
Lane County OFFICIAL Records.

D. M. PENFOLD, Director of the
Department of Records & Elections.

By [Signature] Deputy
C19-083-05

Record
19__
File
Deputy

7616425



7616425

WARRANTY DEED (INDIVIDUAL)

MURRAY D. DORSEY and LOUELLA S. DORSEY, husband and wife

, hereinafter called grantor, convey(s) to

WILLAMETTE LAND, INC., an Oregon Corporation

all that real property situated in the County

of Lane State of Oregon, described as:

All of the following described tract SAVE AND EXCEPT the Southerly 600 f

---Beginning at a point in the North line of Section 5, Township 16 South, Range 4 west of the Willamette Meridian, which is South 89° 17' East 440.04 feet from the North-west corner of said Section; and running thence South 89° 17' East 120 feet; thence South 1° 57' East, a distance of 745 feet, more or less to a point which is North 89° 54' East from the Southeast corner of the plat of Brentwood Homes, as platted and recorded in Lane County, Oregon; thence South 89° 54' West 120 feet, more or less, to the Southeast corner of said Brentwood Homes; thence North 0° 06' West 475.0 feet; thence North 89° 54' East 15.0 feet; thence North 0° 06' West 120.0 feet; thence South 89° 54' West 15.0 feet; thence North 0° 06' West 144.44 feet to the point of beginning, in Lane County, Oregon.

EXCEPTING therefrom the portion thereof lying in County Road No. 283.--

an

mailed

7616425

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except _____

Conditions and restrictions imposed by instrument, recorded August 29, 1962, as No. 81627, Recorders Reception Records; Utility easements of record; Sewer easement over the Westerly 20 feet.

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above

The true and actual consideration for this transfer is \$ 4,450.00

Dated this 28th day of January, 1974.

STATE OF OREGON, County of Dexter ss.

January 21, 1974 personally appeared the above named Murray D. Dorsey and Louella S. Dorsey and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon

My commission expires: July 24, 1975



* The dollar amount should include cash plus all encumbrances existing against the property to which the property remains subject or which the purchaser agrees to pay or assume.

** If consideration includes other property or value, add the following: "However, the actual consideration consists of or includes other property or value given or promised which is part of the/the whole consideration." (Indicate which)

WARRANTY DEED (INDIVIDUAL)

7616425

TO

After Recording Return to,
TAX: Arthur Lindley
38418 Dexter Rd
Dexter, Or 97431

State of Oregon,
County of Lane

I, D. M. Penfold, Director of the Department of Records and Elections, do hereby certify that the within instrument was received for record at

1976 APR 8 PM 4 06

Reel 789 R

Lane County OFFICIAL Records.

D. M. PENFOLD, Director of the Department of Records & Elections.

By [Signature] Deputy

C29-083-05

Record
19
Title
Deputy

AFTER RECORDING RETURN TO:
CASCADE TITLE COMPANY
811 WILLAMETTE ST., EUGENE, OR 97401
CTIS/SIS M.V.C.M.

Lane County Clerk
Lane County Deeds and Records

2018-034900



\$92.00

07/27/2018 10:47:35 AM

RPR-DEED Cnt=1 Stn=40 CASHIER 01
\$10.00 \$11.00 \$61.00 \$10.00



ESCROW NO. CX18-6779

GRANTOR

RAUSCHERT EXCHANGE, LLC, an Oregon limited liability company

GRANTEE

JIM RAUSCHERT AND TONI RAUSCHERT

1200 Unity Drive
Junction City, Oregon 97448

Until a change is requested
all tax statements shall be
sent to the following address:
SAME AS GRANTEE

After recording return to:
CASCADE TITLE CO.
811 WILLAMETTE
EUGENE, OR. 97401

BARGAIN AND SALE DEED

RAUSCHERT EXCHANGE, LLC, an Oregon limited liability company, Grantor
conveys to
JIM RAUSCHERT AND TONI RAUSCHERT, Grantee

hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Lane, State of Oregon, described as follows, to-wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance is pursuant to an IRC Section 1031 exchange.

Dated this 17 day of JULY, 2018.
RAUSCHERT EXCHANGE, LLC, an Oregon limited liability company

By CASCADE EXCHANGE SERVICES, INC., an Oregon Corporation, its Member

By THOMAS MCMAHON, PRESIDENT

State of Oregon
County of Lane

This instrument was acknowledged before me on 7/27/2018 by THOMAS MCMAHON, President of CASCADE EXCHANGE SERVICES, INC., Member of RAUSCHERT EXCHANGE, LLC, an Oregon limited liability company.

(Notary Public for Oregon)
My commission expires July 30, 2021



EXHIBIT A

Beginning at a point on the North line of Section 5, Township 16 South, Range 4 West of the Willamette Meridian which is South $89^{\circ} 17'$ East 559.93 feet from the Northwest corner of said Section 5; and running thence South $0^{\circ} 00' 15''$ East 40.10 feet to the point of intersection of the South right of way line of 1st Avenue and the West right of way line of Kalmia Street, said point being the true point of beginning; thence South $0^{\circ} 00' 15''$ East along the Westerly right of way line of Kalmia Street, a distance of 97.46 feet; thence South $89^{\circ} 58' 45''$ West 120.06 feet; thence North $0^{\circ} 03' 30''$ West to the Southerly right of way line of 1st Avenue, a distance of 99.01 feet; thence along said South right of way line South $89^{\circ} 17'$ East 120.16 feet to the point of beginning, all in the City of Junction City, in Lane County, Oregon.

RESTORED CORNER

INDEX NO. #10566

LANE COUNTY SURVEYORS
DEPARTMENT OF PUBLIC WORKS

CORNER 15-04-32 S. 1/4, T. 15 S., R. 04 W., W.M.
G.L.O. NOTES DATED: 1852 BY: J. FREEMAN BLM FICHE #2066
CORNER: SET POST WITH CHARRED STAKE AND MOUND
ACCESSORIES: _____

REESTABLISHMENT NOTES DATED: 1872 BY: UNKNOWN JUNCTION CITY PLAT
EVIDENCE RECOVERED: VOL H PG 749
PLAT SHOWS DASHED LINE INTERSECTION OF SECTION LINES FOR 1/4
CORNER LOCATION. NO DISTANCES OR BEARINGS GIVEN.
CORNER SET: NONE
ACCESSORIES ESTABLISHED: NONE

REESTABLISHMENT NOTES DATED: 1875 BY: H. PERKINS C.S. #379
EVIDENCE RECOVERED: _____

CORNER SET: STONE 14" x 8" x 6"
ACCESSORIES ESTABLISHED: NOTE: STONE SET FOR 15-04-32 S. 1/4 AND 16-04-05
N. 1/4. SET BY RUNNING NLY FROM 16-04-05 S. 1/4 WHILE SURVEYING
THE LOTS FOR C.S. 377, 378, AND 379
REESTABLISHMENT NOTES DATED: 1877 BY: H. PERKINS C.S. #392
EVIDENCE RECOVERED: _____

CORNER SET: SET STONE 12" x 8" x 6"
ACCESSORIES ESTABLISHED: NOTE: STONE SET FOR 15-04-32 S. 1/4.
RE-ESTABLISH BY SETTING STONE HALFWAY BETWEEN SE. & SW.
CORNERS FOR SECTION 32.
REESTABLISHMENT NOTES DATED: EARLY 1890'S BY: C.M. COLLIER (?) C.S. #866
EVIDENCE RECOVERED: STONE

CORNER SET: NONE
ACCESSORIES ESTABLISHED: NOTE: IN THE COURSE OF RE-ESTABLISHING THE S.E. COR. OF SEC. 32
THE SURVEYOR MAKES A CALL TO A "STONE SAID TO HAVE BEEN SET BY SOME CO.
SURVEYOR FOR 1/4 SEC. BRS. N. 10 FT." STONE WAS NOT USED IN PROPORTION OF SEC. COR.
REESTABLISHMENT NOTES DATED: 1910 BY: E.A. COLLIER C.S.F. #5060
EVIDENCE RECOVERED: NONE

CORNER SET: NONE
ACCESSORIES ESTABLISHED: NOTE: A NEW PLAT OF JUNCTION CITY. THE 1/4 COR. IS
NOT SHOWN ALTHOUGH THE SEC. COR. EAST 1/2 MILE AND 1/4 COR.
NORTH 1 MILE ARE SHOWN
REESTABLISHMENT NOTES DATED: 1945 BY: E.N. THOMPSON C.S.F. #6114
EVIDENCE RECOVERED: NONE

CORNER SET: NONE
ACCESSORIES ESTABLISHED: NOTE: THE SURVEY SHOWS THE 1/4 CORNER BUT
THE POSITION IS NOT TIED TO THE 1/4 COR. SOUTH 1 MILE OR THE
SEC. COR. WEST 1/2 MILE

RESTORED CORNER

INDEX NO. #10566

LANE COUNTY SURVEYORS
DEPARTMENT OF PUBLIC WORKS

CORNER 15-04-32 S. 1/4, T. 15 S., R. 04 W., W.M.
G.L.O. NOTES DATED: BY:

CORNER:
ACCESSORIES:

REESTABLISHMENT NOTES DATED: JULY, 1971 BY: C. GOODWIN RE-EST. #4479
EVIDENCE RECOVERED: FOUND 1" x 1/8" I.P.

CORNER SET: BRASS CAP IN CONCRETE IN MANHOLE
ACCESSORIES ESTABLISHED: (#1) TELEPHONE POLE N1/4 N'LY ~ 92.3', (#2) TELEPHONE POLE WSW'LY ~ 99', (#3) WALNUT TREE SSW'LY ~ 49.6'

REESTABLISHMENT NOTES DATED: AUGUST, 1971 BY: B. CASTLEBERRY C.S.F. #16912
EVIDENCE RECOVERED: FOUND (1971) MONUMENT CASE

CORNER SET: NONE
ACCESSORIES ESTABLISHED: (#4) 1/2" I. ROD S0°12'E ~ 30.00', (#5) 1/2" I. ROD S84°48'17"E 306.16' NOTE: NEITHER ROD SET AS ACCESSORIES. THEY ARE LOT CORNERS WITH COMPUTED TIES

REESTABLISHMENT NOTES DATED: DEC., 1971 BY: B. CASTLEBERRY C.S.F. #17055
EVIDENCE RECOVERED: FOUND (1971) MONUMENT CASE; FOUND (1971) #4. 1/2" I. ROD S0°12'E ~ 30.00'

CORNER SET: NONE
ACCESSORIES ESTABLISHED: NONE

REESTABLISHMENT NOTES DATED: 1978 BY: LANE CO. P/W DEPT.
EVIDENCE RECOVERED: FOUND (1971) BRASS CAP MASTER ROAD FILE RD. NOTES #2080

CORNER SET: NONE
ACCESSORIES ESTABLISHED: NOTE: 1971 BRASS CAP ACCEPTED AS 1/4 CORNER FOR PURPOSE OF THE ROAD LEGALIZATION

REESTABLISHMENT NOTES DATED: BY:
EVIDENCE RECOVERED:

CORNER SET:
ACCESSORIES ESTABLISHED:

REESTABLISHMENT NOTES DATED: BY:
EVIDENCE RECOVERED:

CORNER SET:
ACCESSORIES ESTABLISHED:

RESTORED CORNER

LANE COUNTY SURVEYORS
DEPARTMENT OF PUBLIC WORKS

INDEX NO #10566

CORNER: 15-04-32 S 1/4

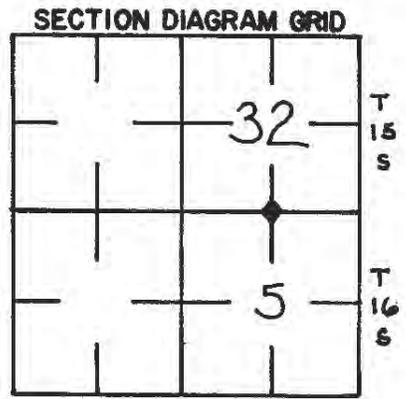
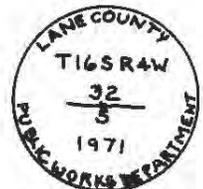
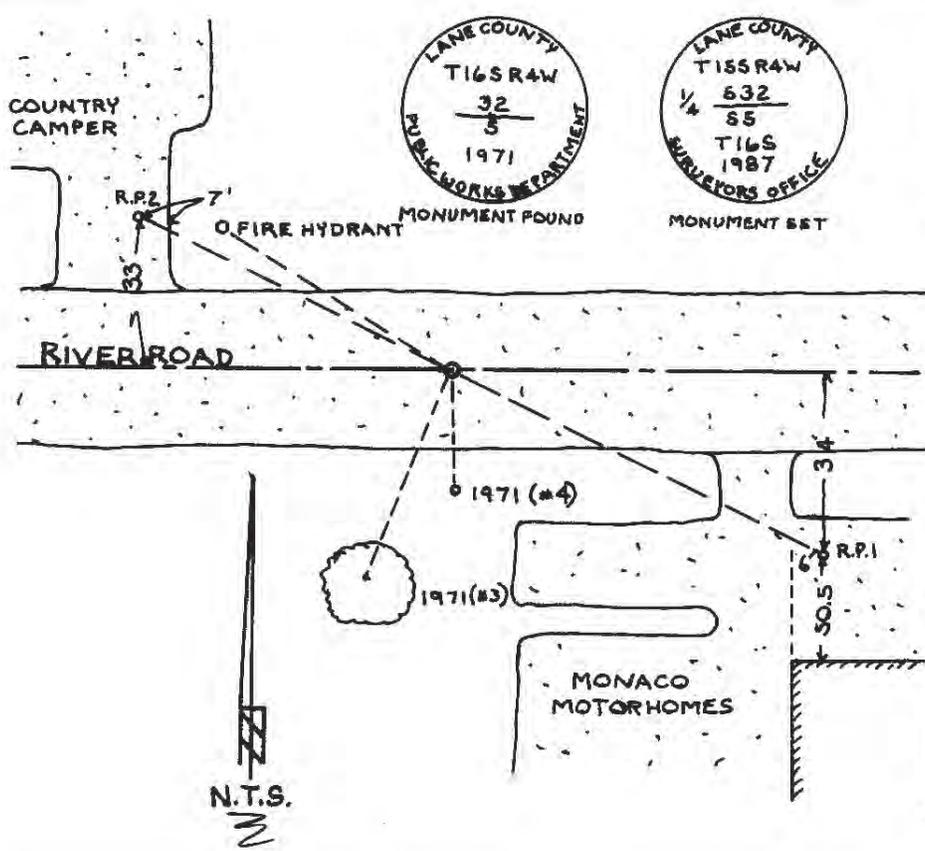
EVIDENCE RECOVERED: FOUND A 1971 LANE COUNTY BRASS CAP, SET FIRMLY IN A MONUMENT CASE, 2.2' BELOW THE A.C.P. SURFACE. 1971 (#4) 1/2" I.R., BURIED 1.5', BRS: S 0 3/4° E, 30.03' (S 0° 12' E, 30.00'). 1971 (#3) 2 1/2" WALNUT TREE, POOR CONDITION, BRS: SSW 1/4° W, 50.2' TO CENTER, (SSW 1/4° W, 49.6')

CORNER SET: REFERENCED THE 1971 BRASS CAP, PLACED A WHITE 'DEEP-1' MAGNET ON THE 1971 CAP. FILLED THE MONUMENT CASE, TO 1' FROM THE A.C.P. SURFACE WITH CRUSHED ROCK. FILLED REMAINDER OF THE MON. CASE WITH CONCRETE AND SET A 2 3/8" BRASS STEM CAP AT THE REFERENCED POSITION, FLUSH WITH THE A.C.P. SURFACE.

ACCESSORIES ESTABLISHED: R.P.1 - SET A 5/8" I.R. WITH A 1 1/2" ALUM. CAP 'R.P.1' FLUSH WITH THE A.C.P. SURFACE IN THE 'MONACO MOTORHOMES' PARKING LOT. R.P.1 BRS: S 67° E, 88.51'. R.P.2 - SET A 5/8" X 15" I.R. WITH A 1 1/2" ALUM. CAP 'R.P.2' FLUSH WITH THE A.C.P. SURFACE IN THE 'COUNTRY CAMPER' DRIVEWAY. R.P.2 BRS: N 67° W, 85.29'. THE JUNCTION CITY WATER TOWER BRS: N 21 1/4° W. A FIRE HYDRANT BRS: N 62 1/2° W, 66.45'.

NOTES AND OTHER INFORMATION: THE CORNER FALLS ON LINE BETWEEN R.P.1 AND R.P.2. EQUIP. USED: WILD T-2, 5° WARREN-KNIGHT COMPASS (18 3/4° DEC) #22059, 100' CHAIN.

DATE: DEC. 4, 1987 BY: MARK SMIRNOV E.T.II PRESENT: JES JON E. STRINGER S.E.A.



SEAL

ORS 672-025

REGISTERED PROFESSIONAL LAND SURVEYOR

Kenneth Robert Seel

OREGON
JULY 16, 1971
KENNETH ROBERT SEEL
952

CORNER REPORT

CORNER COMMON TO SECTIONS 31 & 32, TOWNSHIP 15 SOUTH, RANGE 04 WEST, AND
SECTIONS 5 & 6, TOWNSHIP 16 SOUTH, RANGE 04 WEST, WILLAMETTE MERIDIAN

NOTE: FOR THE FULL HISTORY OF THIS CORNER SEE LANE COUNTY RE-ESTAB. #10251.

DATE	1986	1992
SURVEYOR	R.L. BROWN	R. SKINNER
SOURCE	LCSO RE-ESTAB. #10251	CSF 30339
MONUMENT FOUND	1971 LANE COUNTY BRASS CAP 0.3' BELOW A.C.P. IN MON. CASE	1986 L.C. BRASS CAP
MONUMENT SET	LANE COUNTY BRASS CAP FLUSH WITH NEW A.C.P. OVER 1971 BRASS CAP	N.M.
BEARING OBJECTS 1-5	NOTHING MENTIONED (N.M.) SEE RE-ESTAB. #10251	N.M.
BEARING OBJECT 6	1952[6] NAIL & SHINER IN 16" CEDAR S55-1/2°W @ 68.2' (NOT FOUND IN RE #10251)	N.M.
BEARING OBJECT 7	1966[7] FD. LEAD & TACK IN CONC. CURB N26°W @ 20.46'	N.M.
BEARING OBJECT 8	1966[8] FD. LEAD & TACK IN CONC. CURB N26°E @ 19.86'	N.M.
BEARING OBJECT 9	1971[9] 43" OAK S32-1/4°W @ 67.78' TO CENTER ROOT CROWN	N.M.
BEARING OBJECT 10		SET 5/8"x30" IRON ROD W/ YPC STAMPED "PLS 869" S9°37'31"W @ 178.06' (CALC)

DATE	1993	1999	2000 & 2006
SURVEYOR	R. HANKINS	L. ROBERTS	M. DITGEN, M. JACKSON
SOURCE	CSF 31607	CSF 36092	CSF 39880 & LANE COUNTY PUBLIC WORKS ENGINEERING FIELD NOTES & COMPUTER PROJECT ARCHIVES
MONUMENT FOUND	2-1/2" BRASS CAP IN CONC. FLUSH WITH ACP MARKED AS DESCRIBED IN RE-ESTAB #10251	1986 LANE COUNTY BRASS CAP	70mm (2-3/4") 1986 LCSO BRASS CAP - LCCM 445
MONUMENT SET	N.M.	N.M.	N.M.
BEARING OBJECTS 1-9	N.M.	N.M.	N.M.
BEARING OBJECT 10	N.M.	FOUND 5/8" IRON PIN W/ YPC STAMPED "PLS 869" S9°37'35"W @ 178.07' (CALC)	N.M.
BEARING OBJECT 11	SET 5/8"x30" IRON ROD WITH PLASTIC CAP MARKED "HANKINS LS 687" N83°04'25"E @ 338.39' (CALC)	N.M.	FD. 16mm (5/8") IR / CAP MARKED "HANKINS L.S. 687" N84°46'24"E @ 338.39' (COORDS)
BEARING OBJECT 12		SET 5/8"x30" IRON PIN WITH YPC STAMPED "ROBERTS SURV. INC." S45°23'11"W @ 42.09' (CALC)	N.M.
BEARING OBJECT 13			TRAVERSE POINT #15 SET CONC. N. /WASHER S84°44'14"E @ 626.34' (COORDS)

NOTE: BOLD ENTRIES IN THE ABOVE TABLE WERE FOUND AND ARE FURTHER DESCRIBED IN 'EVIDENCE RECOVERED' BELOW. ACCESSORIES OF RECORD INCLUDED IN HISTORY TABLE ABOVE AND NOT NOTED IN EVIDENCE RECOVERED BELOW WERE SEARCHED FOR AND NOT FOUND, UNLESS SPECIFIED OTHERWISE.

CORNER EVIDENCE

EVIDENCE RECOVERED: THE 1986 & 1971 LANE COUNTY MONUMENTS HAVE BEEN DESTROYED BY CONSTRUCTION ASSOCIATED WITH PUBLIC IMPROVEMENTS RECENTLY INSTALLED IN PRAIRIE ROAD. WE FOUND THAT BEARING OBJECTS 1 THROUGH 5, 8 & 9 WERE ALSO GONE. THE CEDAR (BEARING OBJECT 6) IS STILL STANDING, ALTHOUGH WE COULD NOT DETECT A MAGNETIC SIGNAL FOR THE NAIL & SHINER.

THE LANE COUNTY PUBLIC WORKS ENGINEERING SURVEY CREWS TIED THIS CORNER IN 2000 AS PART OF CONSTRUCTION ALONG HIGH PASS ROAD. WE WERE ABLE TO OBTAIN COORDINATES FOR THE SECTION CORNER, THE CONTROL TRAVERSE (BEARING OBJECT 13) AND OTHER MONUMENTS IN THE AREA (BEARING OBJECT 12). WE RECOVERED BEARING OBJECTS 12 & 13 AND CONFIRMED THAT THE COORDINATES FOR THE SECTION CORNER AGREED WELL WITH BEARING OBJECT 7 AND OTHER EXISTING MONUMENTS THAT WE RECOVERED. **SEE EVIDENCE AND ACCESSORIES ESTABLISHED BELOW.**

FROM THE COMPUTED CORNER POSITION;

- 1952[6] FOUND 37" CEDAR, BEARS S56°17'W @ 68.2' TO CENTER (RECORD RE-ESTAB. #998 S55-1/2°W @ 68.2' TO NAIL & SHINER).
- 1966[7] FOUND LEAD AND TACK IN NORTH CURB OF HIGH PASS ROAD, BEARS N25°19'30"W @ 20.44' (RECORD RE-ESTAB. #10251 - N26°W @ 20.46').
- 1992[10] FOUND 5/8" IRON REBAR WITH YELLOW PLASTIC CAP MARKED "SKINNER PLS 869" ALONG THE WEST SIDE OF PRAIRIE ROAD, BEARS S11°20'30"W @ 178.04'. (CALC CSF 30339 - S9°37'31"W @ 178.06' - ROTATE CLOCKWISE 1°43'00" TO GRID.) (EPUD PP #069909 IS 5' S'LY AND AN ELECTRICAL UTILITY BOX IS 3' NE'LY)
- 1993[11] FOUND 5/8" IRON REBAR WITH YELLOW PLASTIC CAP MARKED "HANKINS LS 687" FLUSH WITH THE GROUND IN A NORTH-SOUTH CHAIN-LINK FENCE, BEARS N84°46'24"E @ 338.39' (COORDINATE INVERSE - N84°46'24"E @ 338.39') (CALC CSF 31607 - N83°04'25"E @ 338.39' - ROTATE CLOCKWISE 1°41'47" TO GRID.)
- 1999[12] FOUND 5/8" IRON REBAR WITH YELLOW PLASTIC CAP MARKED "ROBERTS SURVEYING" 1" DOWN IN GRAVEL SHOULDER AT THE SOUTHWEST INTERSECTION OF HIGH PASS RD. AND PRAIRIE RD. 1/2' SW OF EDGE OF AC, BEARS S47°05'20"W @ 42.12'. (CALC CSF 36092 - S45°23'11"W @ 42.09' - ROTATE CLOCKWISE 1°43'00" TO GRID.)
- 2000[13] FOUND A ROCK NAIL AND WASHER STAMPED "#15," INSIDE OF AN EXTRUDED CURB AT THE SOUTHEAST INTERSECTION OF HIGH PASS ROAD AND KALMIA STREET, BEARS S84°44'14"E @ 626.34' (COORDINATE INVERSE - S84°44'14"E @ 626.34').

MONUMENT SET: NO NEW MONUMENT WAS SET AT THIS TIME. WE HELD THE POSITION FOR THE CORNER AS TIED BY THE LANE COUNTY PUBLIC WORKS ENGINEERING SURVEY CREW, ADDITIONAL ACCESSORIES HAVE BEEN ESTABLISHED FROM WHICH THE CORNER POSITION MAY BE COMPUTED. SINCE ADDITIONAL CONSTRUCTION IS PLANNED ALONG PRAIRIE ROAD, A NEW MONUMENT AND ACCESSORIES WILL BE ESTABLISHED ONCE CONSTRUCTION IS COMPLETED.

ACCESSORIES ESTABLISHED:

FROM THE COMPUTED CORNER POSITION;

- 2007[14] "RP1" SET A 1-1/2" BRASS BUTTON STEM CAP IN THE TOP OF CURB AT THE BACK OF A WHEELCHAIR RAMP AT THE NORTHWEST INTERSECTION OF HIGH PASS ROAD AND MAPLE STREET, BEARS N50°15'00"E @ 37.44'. (PPL PP #320008 IS 3-1/2' NW'LY)
- 2007[15] FOUND 1/2" (I.D.) IRON PIPE, 3" DOWN, AT THE BACK OF SIDEWALK ALONG THE EAST SIDE OF PRAIRIE ROAD, BEARS S14°52'50"E @ 116.74'. (CALC PLAT RECORD FOR THE NORTHWEST CORNER OF LOT 6 "BRENTWOOD HOMES" - S16°30'53"E @ 116.79' - ROTATE CLOCKWISE 1°41'32" TO GRID.)
- 2007[16] FOUND 1/2" (I.D.) IRON PIPE, FLUSH, AT THE BACK OF SIDEWALK ALONG THE EAST SIDE OF PRAIRIE ROAD, BEARS S7°35'40"E @ 186.84'. (CALC PLAT RECORD FOR THE SOUTHWEST CORNER OF LOT 6 "BRENTWOOD HOMES" S9°09'58"E @ 187.31' ROTATE CLOCKWISE 1°41'32" TO GRID.)

LANE COUNTY SURVEYORS OFFICE
DEPARTMENT OF PUBLIC WORKS

PAGE 4 OF 4
FILE NO: 16-04-05 NW
TRGCDB: 1604200700
INDEX NO: **14906**

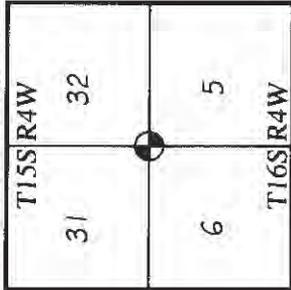
1993 [11]
FND. 5/8" REBAR W/ YPC
N84°46'24"E @ 338.39'

2000 [13]
FND. CONCRETE
NAIL & WASHER
S84°44'14"E @ 626.34'

KALMIA STREET

HIGH PASS / 1ST AVENUE

SECTION DIAGRAM:



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 20, 1989
JOHN L. MATTHEWS JR.
2383

RENEWAL DATE: 12/31/08

MAPLE STREET

2007 [14] "RP 1"
SET 1-1/2" BRASS BUTTON
CAP IN CONCRETE CURB
AT BACK OF WALK
N50°15'00"E @ 37.44'

COMPUTED POSITION
MONUMENT DESTROYED
BY CONSTRUCTION

2007 [15]
FND. 1/2" IRON PIPE
S14°52'50"E @ 116.74'

2007 [16]
FND. 1/2" IRON PIPE
S7°35'40"E @ 186.84'

PRAIRIE ROAD

1966 [7]
FND. LEAD & TACK
IN CONCRETE CURB
N25°19'30"W @ 20.44'

1999 [12]
FND. 5/8" REBAR W/ YPC
S47°05'20"W @ 42.12'

1992 [10]
FND. 5/8" REBAR W/ YPC
S11°20'30"W @ 178.04'



1952 [6]
FND. 37" CEDAR
S56°17'W @ 68.2'

LANE COUNTY SURVEYORS OFFICE
DEPARTMENT OF PUBLIC WORKS

PAGE 1 OF 1
FILE NO: 16-04-05 NW
TRGCDB: 1604200700
INDEX NO: 15702

INFORMATIONAL CORNER REPORT

THE SEC. COR. COMMON TO SEC.'S 5 & 6, T16S, AND SEC.'S 31 & 32, T15S, R4W, W.M.
FOR CORNER HISTORY AND SKETCH SEE RE-ESTAB #14906

CORNER EVIDENCE

EVIDENCE RECOVERED: THE CORNER POSITION WAS DETERMINED USING DISTANCES FROM 1966 [7] (LEAD AND TACK) AND 2007 [14] (RP1) PER RE 14906. THE POSITION FELL 1' SOUTH OF THE N'LY FOG LINE OF HIGH PASS ROAD AND 12' WEST OF THE EXTENDED CENTERLINE OF PRARIE ROAD TO THE SOUTH.

MONUMENT SET: SET A MAG NAIL AND BRASS WASHER STAMPED "LANE CO. - PW - NW5 - 2013"

GEOGRAPHIC MAP LOCATION: FOR FINDING THE CORNER AREA - NOT OF SURVEY GRADE ACCURACY
NAD 83/91 VALUES: LATITUDE: N 44° 12' 54.1" LONGITUDE: W 123° 12' 32.2"

EQUIPMENT USED: LEICA TCR 1203 & TRIMBLE TSC2 DATA COLLECTOR.

DATE OF SURVEY: AUGUST 9, 2013

FIELD WORK BY: BRUCE BOTHEL, PLS, ASSOCIATE SURVEYOR
STUART DUCE, PLS, ENGINEERING TECHNICIAN II

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 29, 1991
D. MICHAEL JACKSON
2481
EXPIRES 30 JUN 2013

**BYLAWS OF
KALMIA PLACE HOMEOWNERS' ASSOCIATION**

ARTICLE 1

PLAN OF LOT OWNERSHIP; DEFINITIONS

1.1 Bylaws Applicability. These Bylaws apply to the Lots and the Commonly Maintained Property in Kalmia Subdivision, a planned community in Lane County, Oregon, that have been subjected to the Declaration of Conditions, Covenants, and Restrictions of Kalmia Subdivision (the "Declaration"), as well as to the Kalmia Place Homeowners' Association (the "Association") and the entire management structure thereof.

1.2 Lots; Property. The Lots and the Commonly Maintained Property may be collectively referred to in these Bylaws as the "Property" or "Project" and the Lots individually as a "Lot" or collectively as the "Lots." The Property is described on Exhibit A, attached hereto.

1.3 Personal Application. All present or future Owners, tenants, Occupants, and their employees, and any other person that might occupy any portion of the Property in any manner, shall be subject to the provisions set forth in these Bylaws. The acquisition, rental, or occupancy of any of the Lots shall constitute acceptance and ratification of these Bylaws and agreement to comply with all the provisions hereof.

1.4 Definitions. Capitalized terms used but not defined herein shall have meanings attributed to them in Article 1 of the Declaration.

1.5 Oregon Planned Community Act. The Property, all Lots and Owners thereof, the Association and all Members thereof, shall be subject to the Oregon Planned Community Act, ORS 94.550 et seq. (the PCA).

ARTICLE 2

**ASSOCIATION MEMBERSHIP, VOTING,
MAJORITY OF OWNERS, QUORUM, PROXIES**

2.1 Membership in the Association. Upon recordation of a conveyance or contract to convey a Lot, the grantee or purchaser named in such conveyance or contract shall automatically be and shall remain a Member of the Association until such time as such person's ownership ceases for any reason. For all purposes of the Declaration and the administration of the Property, Lot ownership shall be determined from the records maintained by the Association. The record shall be established by the Owner filing with the Association a copy of the deed to or land sale contract for such Owner's Lot, to which shall be affixed the certificate of the recording officer of Lane County, Oregon, showing the date and place of recording of such deed or contract. No person shall be recognized as an Owner unless a copy of the deed or contract has been filed with the Association as provided above showing such Owner to be the current Owner or contract purchaser of a Lot. Notwithstanding the foregoing, Declarant shall be the Owner of all previously unsold Lots, although no deed or land sale contract, with respect to such Lots, has been filed with the Association.

2.2 Voting Rights. The Association shall have two classes of voting Members:

2.2.1 Class A. Class Members shall be all Owners of Lots other than Declarant, and each Class A Member shall be entitled to one vote for each Lot owned with respect to all matters on which Owners are entitled to vote.

2.2.2 Class B. The Class B Member shall be Declarant, its successors, and its assigns. The Class B Member shall have three votes for each Lot owned; provided, however, that Class B membership shall cease on the Termination Date, as defined in Section 3.3. After termination of Class B membership, each Owner (including Declarant) shall be entitled to one vote for each Lot owned with respect to all matters on which Owners are entitled to vote, and the total number of votes shall equal the total number of Lots annexed to the Property and subjected to these Bylaws.

When more than one person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event shall fractional voting be allowed. Fractionalized or split votes shall be disregarded, except for purposes of determining a quorum.

2.3 Majority of Owners. As used in these Bylaws, the term majority shall mean those Owners holding over 50% of the voting rights allocated to the Owners in accordance with the Declaration and Section 2.2 above. Majority of Owners present shall mean Owners holding over 50% of the votes present at any legal meeting.

2.4 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Owners holding 50% or more of the outstanding votes in the Association, as defined in Section 2.2 of this Article, shall constitute a quorum.

2.5 Voting; Proxies. Owners may cast votes in person, by written ballot, or by proxy. Proxies must be filed with the Secretary of the Association ("Secretary") before or during the appointed meeting. A proxy shall expire one year after the date it was signed unless a shorter period is specified in the proxy. The proxies may require the holder to cast a vote for or against any special proposal set out in the notice calling the meeting. Unless withdrawn, a proxy given to another person to vote at a specific meeting shall also be valid at an adjourned meeting called under the provisions of Section 3.8. The Association must retain proxies and ballots for one year from the date of the determination of the vote.

2.6 Authority to Vote. All Owners, including those who have leased their Lot to a third party, shall be entitled to vote. An Owner's right to vote may not be revoked. A purchaser under a land sale contract entitled to immediate possession of the Lot shall be deemed the Owner thereof, unless otherwise provided in such contact.

2.7 Fiduciaries and Joint Owners. An executor, administrator, guardian, or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any Lot owned or held by such person in such capacity, whether or not the same shall have been transferred to such person's name, provided that such person has satisfied the Secretary that such person is the executor, administrator, guardian, or trustee holding such Lot in such capacity. Whenever any Lot is owned by two or more persons jointly according to the records of the Association, the vote of such Lot may be exercised by any one of the Owners then present, in the absence of protest by a co-owner. In the event of such protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of such Lot shall be disregarded for all purposes, except for determining whether a quorum is present.

ARTICLE 3 ADMINISTRATION

3.1 Association Responsibilities. The Owners shall constitute the Members of the Association. Except as otherwise provided in the Declaration or these Bylaws, decisions and resolutions of the Association shall require approval by a majority of the Owners present at any legal meeting. A legal meeting is one duly called pursuant to these Bylaws at which a quorum is present, in person or by proxy at a formal gathering or, if a vote is taken by written ballots, when ballots are returned representing more than 50% of the vote, unless a larger vote is required to approve a ballot item, in which case the quorum requirements shall be the number of votes required to approve the proposal.

3.2 Place of Meetings. Formal meetings of the Association shall be held at suitable places convenient to the Owners as may be designated by the Board of Directors of the Association (the "Board"). If a vote is taken by written ballot, the Board shall count the returned written ballots within 48 hours of the ballot return deadline. Each Owner shall be notified by mail or other delivery of written notice of the results of the ballot meeting or that a quorum of ballots was not returned within 15 days after the ballot return deadline.

3.3 Turnover Meeting. Declarant shall call a meeting (which shall be the initial meeting) for the purpose of turning over administrative control of the Association from Declarant to the Members within 60 days after of the earliest of the following dates (the "Termination Date"):

3.3.1 Based on Lot Sales. The date on which 75% of the Lots in Kalmia Subdivision have been sold and conveyed to Owners other than Declarant; and

3.3.2 Earliest Date. The date on which Declarant delivers written notice to the Association of termination of Class B membership.

Declarant shall give notice of the Turnover Meeting to each Owner as provided in these Bylaws.

At the Turnover Meeting, Declarant shall relinquish control of the administration of the Association and the Owners shall assume such control and shall elect the Board in accordance with the provisions of Article 4 of these Bylaws. Additionally, Declarant shall deliver to the Association all business and financial records, together with all Association bank accounts, funds and other assets as required by ORS 94.616. The turnover meeting may not be conducted by written ballot.

3.4 Transitional Advisory Committee. Declarant shall form a transitional advisory committee (the "Committee") to provide for the transition of administrative control of the Association from Declarant to the Class A Members. Within 60 days after Declarant has conveyed 50% or more of Lots then existing in the Project to Owners other than a successor declarant, Declarant shall call a meeting of Owners for the purpose of selecting the Committee, which shall consist of three Members. The Class A Members shall, by majority vote, elect two Members, and Declarant shall elect one Member.

The Committee's function shall be facilitating the transfer of control of the administration of the Association from Declarant to the Owners. The Committee shall have access to the information, documents, and records that Declarant must turn over to the Owners under the PCA and this Article 3.

Declarant shall give notice of the meeting required under this Section 3.4 to each Owner at least seven, but not more than 50, days before the meeting. The notice shall state the purpose of the meeting and the time and place where it is to be held. If Declarant does not call such

meeting within the time specified, an Owner may call such meeting. If the Owners, other than Declarant, do not select Members for the Committee under this Section 3.4, Declarant shall have no further responsibility to form the Committee.

3.5 Annual Meetings. The Board, by a Board action, shall cause the first annual meeting of the Association to be held during the calendar year following the calendar year in which the Turnover Meeting is held. The Board, at its discretion, from time to time, may change the meeting date, provided that the meeting is held annually. At such meetings, the Owners shall elect new members of the Board in accordance with the requirements of Section 4.7 of these Bylaws to replace those Directors whose terms have expired. The Owners also may transact such other business of the Association as may properly come before them. Annual meetings of the Association may not be conducted by written ballot.

3.6 Special Meetings. The President shall call a special meeting of the Owners if so directed by a resolution of the Board or a petition, presented to the Secretary and signed by 30% or more of the Owners. All meetings called because of petition of Owners shall be held at a formal gathering, and not by written ballot, within 60 days after the Secretary's receipt of the petition. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business other than that stated in such notice shall be transacted at a special meeting unless by consent of all the Owners of the Lots or as otherwise set out in these Bylaws.

3.7 Notice of Meetings. The Secretary shall mail a notice of each annual and special meeting, stating the purpose thereof and the time and place where such meeting is to be held, to each Owner of record at least 10 but not more than 50 days before such meeting or the date on which ballots for a ballot meeting are required to be returned. The Board of Directors may propose that the Owners take an action by written ballot without a meeting, pursuant to the provisions of the PCA and the Oregon Nonprofit Corporation Act. Such notices shall be mailed to the Owner's address last given to the Secretary in writing by the Owner or such Owner's vendee. If Lot ownership is split or the Lot has been sold on a contract, notice shall be sent to a single address, of which the Secretary has been notified in writing by such parties. If no address has been given to the Secretary in writing, then mailing to the Project Lot shall be sufficient. The mailing of a notice in the manner provided in this Section 3.7 shall be considered notice served.

3.8 Adjourned Meetings. As permitted by ORS 65.214, if any gathering of Owners is not a legal meeting because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours nor more than 10 days from the time of the original meeting. The adjournment provisions of this Section 3.8 do not apply to actions proposed to be taken by written ballot.

3.9 Ballot Meetings. Unless prohibited or limited by the Articles of Incorporation of the Association, any action that may be taken at any annual or special meeting of the owners may be taken without a meeting if the Association delivers a written ballot to every owner entitled to vote on the matter as provided in ORS 94.647. Such ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. A proposed action shall be deemed to be approved by written ballot when the number of votes cast by ballot equals or exceeds any quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The Board must provide owners with at least 10 days' notice as required by ORS 94.647(2)(b) before written ballots are mailed or otherwise delivered. If, at least three days before written ballots are scheduled to be mailed or otherwise distributed, at least of the owners

petition the Board requesting secrecy procedures, a written ballot must be accompanied by a secrecy envelope, a return identification envelope to be signed by the owner and instructions for making and returning the ballot. Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

3.10 Order of Business. The order of business at all annual meetings shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of the preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of inspectors of election. Election of Directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

ARTICLE 4 BOARD OF DIRECTORS

4.1 Number and Qualification. The Board shall be composed of three persons, all of whom must be an Owner or a co-owner of a Lot; provided, however, that if a Lot is owned by more than one owner, only one owner of that Lot may serve on the Board of Directors at any one time. An officer or employee of a corporation, the trustee of a trust, the personal representative of an estate, or an employee of a trust or estate may serve on the Board if the corporation, trust, or estate owns a Lot.

4.2 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be done by the Owners.

4.3 Other Duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board shall have authority to carry out and be responsible for the following matters:

4.3.1 Upkeep of Commonly Maintained Property and Commonly Maintained Property. Care, upkeep, and supervision of the Commonly Maintained Property and the Commonly Maintained Property.

4.3.2 Reserves. Establishment and maintenance of replacement Reserve Accounts that the Board deems prudent for replacement of Commonly Maintained Property improvements or facilities and the Commonly Maintained Property.

4.3.3 Assessment Collection. Designation and collection of assessments from the Owners, in accordance with these Bylaws and the Declaration.

4.3.4 Budget; Voucher System. Establishment of a budget and payment of all common expenses of the Association and institution and maintenance of a voucher system for such payment, which shall require a sufficient number of signatories thereon as may be reasonably necessary to prevent any misuse of Association funds, in accordance with these Bylaws and the Declaration.

4.3.5 Insurance. Procurement and maintenance of insurance policies and payment of premiums therefor out of the common expense funds in respect to the Commonly Maintained Property, as more specifically provided in Article 8 of these Bylaws.

4.3.6 Personnel. Designation and dismissal of the personnel necessary for the maintenance and operation of the Project.

4.3.7 Financial Statements. Causing the preparation and distribution of annual financial statements of the Association to each of the Owners, as more specifically provided in the Declaration.

4.3.8 Rules. Adoption and amendment of administrative Rules and Regulations governing the details of operation and use of the Commonly Maintained Property and administration of the Association, including a fine schedule for violations of these Bylaws, the Declaration, or any rules or regulations promulgated thereunder. Provided, however, that any such Rules and Regulations shall always be subject to rescission or amendment by the Association on a majority vote of Owners present at any properly called meeting.

4.3.9 Copies of Documents; Bank Accounts. Causing the Association to comply with ORS 94.670 relating to maintenance within the state of Oregon of documents delivered to the Association by Declarant, depositing all assessments in a separate bank account in the name of the Association, payment of all expenses of the Association from the Association's bank account, and maintenance and distribution of financial statements and to maintain copies suitable for duplication of the following: the Declaration, the Articles of Incorporation, the Bylaws, the Association rules and regulations and any amendments thereto, the most recent annual financial statement, and the current operating budget of the Association. Further, the Board of Directors shall cause to be maintained and kept current the information required to enable the Association to comply with ORS 94.670.

4.3.10 Tax Returns. Causing the Association to file the necessary tax returns of the Association.

4.3.11 Mailing Address. Establishing and maintaining a current mailing address for the Association.

4.3.12 Professional Services. Employment of legal, accounting, and other personnel or consultants for reasonable compensation to perform such services as may be required for the proper administration of the Association, and preparing and filing the required income tax returns or forms.

4.4 Limited Authority. The Board shall not take any of the following actions, except with the vote or written assent of a majority of the voting power of the Owners other than Declarant:

4.4.1 Third-Party Contracts. Enter into a contract with a third party wherein the third person will furnish goods or services for the Commonly Maintained Property, or the Association for a term longer than one year with the following exceptions:

(a) Management contract, the provisions of which have been approved by the Federal Housing Administration, U.S. Housing and Urban Development, or Department of Veterans Affairs.

(b) A contract with a public utility company in Lane County, or a service contract if the rates charged for the materials or services are regulated by the Oregon Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.

(c) A prepaid casualty and/or liability insurance policy the term of which does not exceed three years, provided that the policy permits short-rate cancellation by the insured.

4.4.2 Capital Expenditures. Incur aggregate expenditures for capital improvements (as opposed to maintenance, repair and replacement costs) to the Commonly Maintained

Property during any fiscal year in excess of 5% of the budgeted gross expenses of the Association for that fiscal year.

4.4.3 Compensating Board Members. Pay compensation to members of the Board or officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

4.5 Management Agent. The Board may employ a management agent, to be compensated in an amount established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4.3 of these Bylaws.

4.6 Interim Board and Officers. Declarant hereby reserves administrative control of the Association until the Turnover Meeting. Declarant, in its sole discretion, may appoint and remove members of the Board and officers of the Association whose terms of service shall end on or before the date of the Turnover Meeting. However, at the Turnover Meeting, at least one Director shall be elected by Owners other than Declarant, even if Declarant otherwise has voting power to elect all three Directors.

4.7 Election and Term of Office. At the Turnover Meeting of the Association, the term of office of two Directors shall be fixed for two years. The term of office of one Director shall be fixed at one year. Should the number of Directors serving on the Board be increased, the same sequential election terms shall apply as nearly as is practicable. Upon expiration of the initial term of office of each respective Director, such Director's successor shall be elected to serve a term of two years. The Directors shall hold office until their successors have been elected and hold their first meeting. At the Turnover Meeting, on agreement by vote of the Owners, the Owners may elect Directors by using a ballot that permits each Owner to vote for three nominees.

In such event, the two nominees receiving the highest number of votes shall be the two year Directors and the nominee receiving the next highest number of votes shall be the one year Director.

4.8 Vacancies. Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled for the balance of the term of each directorship by vote of a majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected upon expiration of the term for which such person was elected to serve by the other Directors.

4.9 Removal of Directors. At any legal annual or special meeting (not including actions proposed to be taken by written ballot without a meeting), any one or more of the Directors may be removed with or without cause, by a majority vote of the total voting power of the Owners and a successor may be then and there elected to fill the vacancy thus created; provided, however, that the notice of meeting shall specifically indicate that the removal of one or more named Directors is an agenda item for such meeting. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at such meeting.

4.10 Organizational Meeting. The first meeting of a newly elected Board shall be held within 10 days of election at such place as shall be fixed by the Directors at the Association meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to hold such meeting legally, providing a majority of the newly elected Directors are present.

4.11 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board may be called by the President on at least three days' notice to each Director, given personally or by mail, telephone, e-mail, or facsimile, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting.

4.12 Special Meetings. Special meetings of the Board may be called by the President or Secretary or on the written request of at least two Directors. Special meetings of the Board may be called on at least three days' notice to each Director, given personally or by mail, telephone, e-mail, or facsimile, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting.

4.13 Waiver of Notice to Directors. Before, at, or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice to Directors shall be required and any business may be transacted at such meeting.

4.14 Board of Directors' Quorum. At all meetings of the Board, a majority of the existing Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors shall be the acts of the Board. If quorum requirements are not met at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.15 Board Meetings Open to All Association Members. Except for executive sessions, all meetings of the Board shall be open to any and all Members of the Association; provided, however, that no Association Member shall have a right to participate in the Board's meetings unless such Member is also a member of the Board. The President shall have authority to exclude any Association Member who disrupts the proceedings at a meeting of the Board. At the discretion of the Board, the following matters may be considered in executive sessions:

- (a) consultation with legal counsel concerning rights and duties of the Association regarding existing or potential litigation or criminal matters;
- (b) personnel matters, including salary negotiations and employee discipline;
- (c) negotiations of contracts with third parties;
- (d) collection of assessments; and
- (e) for any other purpose permitted by the PCA.

Except in the case of an emergency, the Board shall vote in an open meeting whether to meet in executive session. If the Board votes to meet in executive session, the presiding officer of the Board shall state the general nature of the action to be considered, as precisely as possible, when and under what circumstances the deliberations can be disclosed to owners. The statement, motion, or decision to meet in executive session must be included in the minutes of the meeting. A contract or an action considered in executive session does not become effective unless the Board, following the executive session, reconvenes in open meeting and votes on the contract or action, which must be reasonably identified in the open meeting and included in the minutes.

4.16 Notice to Association Members of Board Meetings. For other than emergency meetings, notice of special Board meetings shall be mailed to each Owner at least seven days before the meeting by first-class mail or at least three days' notice by hand-delivery to each Lot Owner's address or by facsimile transmission. The Board shall give Owners notice of regular

Board meetings at the beginning of each year by first class mail or other reasonable means setting out the time and place of the regular meetings. For any changed time or place, the notice requirements for special meetings shall apply.

4.17 Emergency Meetings. In the event of an emergency, Board of Directors meetings may be conducted by telephonic communication or by the use of a means of communication that allows all Board members participating to hear each other simultaneously or otherwise to be able to communicate during the meeting. No notice to either Directors or Association members shall be required for such meetings of the Board of Directors to be held for any emergency action. Provided, however, that no such meeting shall occur unless at least 75% of the Board of Directors participate in the same and after an attempt has been made to reach each Director.

4.18 Compensation of Directors. No Director shall be compensated in any manner, except for out-of-pocket expenses, unless such compensation is approved by vote of the Owners.

ARTICLE 5 OFFICERS

5.1 Designation. The principal officers of the Association shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by the Directors. The Directors may appoint an assistant treasurer and an assistant secretary, and any such other officers as in their judgment may be necessary.

5.2 Election of Officers. The officers of the Association may be elected by the Board at the organizational meeting of each new Board or any Board meeting thereafter, and shall hold office at the pleasure of the Board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and such officer's successor may be elected at any regular or special meeting of the Board.

5.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners from time to time as the President may, in the President's discretion, decide is appropriate to assist in the conduct of the affairs of the Association. The Board may also appoint a Vice President, who shall have all the power to act as President in the President's absence or inability to act.

5.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association and shall have charge of such books and papers as the Board may direct; and shall, in general, perform all the duties incident of the office of secretary.

5.6 Treasurer. The Treasurer shall have responsibility for Association funds and securities not otherwise held by the managing agent and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

5.7 Directors as Officers. Any Director may be an officer of the Association.

ARTICLE 6 OBLIGATIONS OF THE OWNERS

6.1 Assessments. All Owners are obligated to pay assessments imposed by the Association to meet all the Association's general common expenses, as more particularly set forth in the Declaration. Assessments shall be payable on a periodic basis, not more frequently than monthly, as determined by the Board. Declarant (before turnover) and the Board (after turnover) may, but shall not be required to, impose interest or a service charge for late installment payments or allow a discount for payment of the annual assessment or any installment in advance.

6.2 Investment of Reserve Account Funds. Assessments paid into Reserve Accounts shall be kept with a safe and responsible depository, shall be accounted for separately, and, if invested, the obligation or security shall be fully guaranteed as to principal by the United States of America or one of its agencies. Assessments paid into the Reserve Accounts are the property of the Association and are not refundable to sellers of Lots. However, nothing contained herein shall prevent sellers of Lots from treating their outstanding allocable share of Reserve Accounts as a separate or reimbursable item in a sales agreement. No Owner shall have any individual rights in any of these reserves, although it is understood that the value of an Owner's Lot may increase in proportion to such Lot's right to receive repair, maintenance, and replacement therefrom.

6.3 Initial Assessment. The amount of the initial assessment due from Lot owners other than Declarant shall be determined by Declarant. The amount of the annual assessment thereafter shall be subject to review and modification by the Board of Directors.

6.3.1 Contribution to Working Capital. At closing of the sale of each Lot, each purchaser shall contribute to the Association a sum equal to one-sixth of the annual assessments, with respect to the Lot being purchased, as a one-time contribution to the working capital of the Association. Within one year after the first conveyance by the Declarant of the first Lot in Kalmia Subdivision, Declarant shall make such contribution with respect to all Lots that have not yet been conveyed to a purchaser. If Declarant has made such contribution, no further contribution shall be required to the Association, but each purchaser shall reimburse Declarant at closing for the amount of the contribution made by Declarant with respect to the Lot conveyed to the purchaser. If the amount of the assessments is reduced pursuant to the authority granted to Declarant herein, the initial deposit to the Association budget, equal to one-sixth of the annual assessment, shall be based on the projected amount of such annual assessments after substantial or full occupancy of the Lots rather than on the reduced amount. The working capital contribution shall be allocated to the general operating reserve referenced in Section 10.6.2.1 of the Declaration. The working capital contribution is in addition to regular assessments and shall not be sued as a prepayment of assessments by any Owner. Declarant may not use the working capital funds to defray any of its expenses, reserve contributions, or construction costs, or to make up any budget deficits while Declarant is in control of the Association. All working capital

contributions shall be disbursed to the Association at or prior to the turnover meeting and shall be credited to the operating reserve account.

6.3.2 Procedures. If Declarant or any other person pays all of the operating expenses of the Association or subsidizes such expenses, the assessment shall be reduced by such amount, but shall not be reduced to a sum less than the total amount of the replacement reserve items. With respect to Lots not yet conveyed by Declarant, Declarant may accrue the replacement reserve items. At the time of conveyance of the Lot for which the replacement reserve has been accrued, the accrued reserves must be paid to the Association.

Declarant or such other person paying all operating expenses or subsidizing such expenses, shall give 10 days' written notice to individual Lot owners before their obligation to pay the full assessment begins. Thereafter, each owner, including Declarant or such other person, shall pay the assessments to the Association. In the event that Declarant has collected initial assessments from Lot purchasers at closing and thereafter elects to pay or subsidize the operating expenses, thereby causing the amount of the assessment to be reduced, the one-time initial contribution collected from Lot purchasers shall be held by Declarant in a separate Association account. On the date on which Lot owners are required to pay full assessments, the aggregate sums held in such separate account shall be deposited to the Association's general account to be used as working capital.

6.3.3 Temporary Reduction of Assessment Amount. If the Association expenses are temporarily less than projected by Declarant because some or most of the Lots are not yet sold or occupied, Declarant shall have the authority to reduce temporarily the amount of the assessment to reflect the lower expenses of the project.

6.4 Income Tax Returns; Determination of Fiscal Year.

6.4.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board.

6.4.2 Tax Returns. The Board, in its sole discretion, shall determine the manner in which all necessary income tax returns are filed and of selecting any and all persons to prepare such tax returns.

6.5 Statement of Assessments.

6.5.1 The Association shall provide, within 10 business days of receipt of a written request from an owner, a written statement that provides:

6.5.1.1 The amount of assessments due from the owner and unpaid at the time the request was received, including:

- (a) regular and special assessments;
- (b) fines and other charges; (c) accrued interest; and
- (d) late payment charges.

6.5.1.2 The percentage rate at which interest accrues on assessments that are not paid when due.

6.5.1.3 The percentage rate used to calculate the charges for late payment or the amount of a fixed charge for late payment.

6.5.2 The Association is not required to comply with Section 6.5.1 if the Association has commenced litigation by filing a complaint against the owner and the litigation is pending when the statement would otherwise be due.

6.6 Default. Failure by an Owner to pay any assessment of the Association shall be a default by such Owner of such Owner's obligations pursuant to these Bylaws and the Declaration. The Association shall be entitled to the remedies set forth in the Declaration.

6.7 Maintenance and Repair.

6.7.1 Lots. Except as otherwise specifically provided in the Declaration and these Bylaws, every Owner must promptly perform all maintenance and repair work to such Owner's

Lot and the exterior of the improvements thereon (which do not constitute Commonly Maintained Property) and keep the same in good repair and sanitary and neat condition.

6.7.2 Commonly Maintained Property. The Association shall repair and maintain the Commonly Maintained Property, subject to the provisions of subsection 6.6.3.

6.7.3 Reimbursement of Association. An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any portion of the Commonly Maintained Property that was damaged through such Owner's fault and that is not otherwise covered by insurance policies carried by the Owner or the Association for the Owner's and the Association's benefit. In such circumstances, the insurance obtained by the Owner shall be deemed to be the primary coverage. The Board of Directors shall have the unfettered discretion to refuse to make a claim on the Association's policy even though coverage may pertain. Such discretion is for the purpose of maintaining the Association's insurability and controlling the amount of the premiums for the Association's insurance. Such charge shall be collectible as a Reimbursement Assessment as provided in the Declaration.

6.8 Right of Entry; Easements for Maintenance.

6.8.1 Emergencies. Present and future Owners, tenants, Occupants, and any other persons that occupy any portion of the Property, by virtue of acquisition, rental, or occupancy of any of the Lots, grant to the management agent or to any other person authorized by the Board or the Association the right to enter on such Lot in the event of an emergency originating in or threatening any Owner's Lot.

6.8.2 Maintenance Easements. Declarant grants an easement to the Association in and through any Lot and the Commonly Maintained Property providing access at reasonable times and with reasonable notice for purposes of maintenance, repair, and replacement of the

Commonly Maintained Property. If, in performing such repair and maintenance, the Association needs to alter or damage any Lot or Commonly Maintained Property, it may do so without providing compensation, provided that it promptly restores the Lot and/or Commonly Maintained Property to substantially its prior condition.

ARTICLE 7 USE AND OCCUPANCY RESTRICTIONS; RULES OF CONDUCT

In addition to the restrictions and rules of conduct set forth in the Declaration, the following shall apply:

7.1 Use of the Commonly Maintained Property. Commonly Maintained Property shall be used for no purpose other than what is customary for such areas.

7.2 Appearance of Lots. Owners shall keep their Lots and the improvements thereon in good repair, clean, and with painted, stained, or other finished exteriors compatible with the Architectural Standards, the Declaration, and Rules and Regulations. Provided, however, the Association shall have such obligations with respect to the Commonly Maintained Property.

7.3 Nuisances. No Owner or Occupant shall cause or permit such Owner's representatives, agents, employees, or family members to cause any nuisance or to make any use or engage in any practice on the Property that is a source of annoyance to other Owners and Occupants or that interferes with other Owners' and Occupants' peaceful possession and proper use of the Property. Owners and Occupants shall exercise extreme care about creating disturbances, making noises or using musical instruments, radios, televisions, and amplifiers that may disturb other Owners and Occupants. Owners and Occupants shall keep all parts of their respective Lots in a clean and sanitary condition, free of any accumulation of rubbish, refuse, or garbage and free of any fire hazard and shall not cause any accumulation of rubbish, refuse, or garbage or any fire hazard on any other part of the Property. Owners and Occupants shall place all of their rubbish, refuse, and garbage inside disposal containers. No Owner shall make or permit any use of such Owner's Lot or of the Commonly Maintained Property that will increase the cost of insurance on the Commonly Maintained Property.

7.4 Improper, Offensive, or Unlawful Use. No Owner or Occupant shall make any improper, offensive, or unlawful use of any part of the Property. Owners and Occupants shall observe all valid laws, zoning ordinances, and regulations of governmental bodies having jurisdiction over the Property. The responsibility for meeting the requirements of governmental bodies for maintenance, modification, or repair of the Property shall be carried out and paid for in the same manner as the responsibility for the maintenance and repair of the Property concerned.

7.5 Additional Rules. In addition to the rules set forth in this Article 7, the Board may promulgate and amend, from time to time, Rules and Regulations concerning other use of the Property and shall furnish copies of such Rules and Regulations to any Owner or Occupant requesting such copies.

7.6 Enforcement. The Association, through its Board of Directors, shall have the power to enforce the covenants and restrictions in these Bylaws and in the Declaration. Owners shall also have the right to bring actions or suits regarding covenants and restrictions, but shall have no right or power to require the Association or Board of Directors to take any enforcement action.

7.7 Restriction on Exterior Installations. Except as permitted by law, no owner, resident, or tenant shall install wiring for electrical or telephone installation, machines, or air conditioning units or similar devices on the exterior of the building(s) or cause them to protrude through the walls or the roof of the building(s) except as authorized in writing by the Board of Directors, and, if the modification or installation would require an easement pursuant to the Declaration, then prior approval by the required percentage of owners. No window guards, awnings, or shades shall be installed without the prior written consent of the Board of Directors.

7.8 Fines. The Board of Directors may, after giving written notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association, provided that fines levied are based on a schedule previously adopted by Board resolution that is mailed to the mailing address of each Unit or mailed to the mailing address designated in writing by the owner(s).

ARTICLE 8 INSURANCE

8.1 General. The Board shall obtain and maintain at all times insurance of the type and kind and in the amounts hereinafter provided and additional insurance for such other risks of a similar or dissimilar nature as are now or as shall be hereafter customarily covered by

insurance obtained by other planned communities similar in construction and design. Such additional insurance shall be governed by this Article 8.

8.2 Types of Insurance Policies. For the benefit of the Association and the Owners, the Board shall obtain and maintain at all times, and shall pay for out of the common expense funds, the following insurance to the extent that it is available at reasonable cost:

8.2.1 Property Insurance. A policy or policies of property insurance, including, but not limited to, fire, extended coverage, vandalism, and malicious mischief, for the full insurable replacement value of the Commonly Maintained Property to the extent such insurance is available and, if available at a reasonable cost, shall obtain building code and actual replacement cost endorsements and earthquake insurance.

8.2.2 Liability. A policy or policies insuring the Association, its Board, the Owners individually, and the manager against any liability to the public or the Owners and their invitees or tenants, incident to the ownership, supervision, control, or use of the Property. Limits of liability under such insurance shall be not less than \$1 million per occurrence for bodily injuries and property damage liability. Such limit and coverage shall be reviewed at least annually by the Board, which may increase the limit of and/or coverage, in its discretion. Said policy or policies shall be issued on a commercial General Liability form and shall provide cross-liability endorsements wherein the rights of the named insured under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured.

8.2.3 Workers' Compensation. Workers' compensation insurance to the extent that it is necessary to comply with any applicable laws.

8.3 Fidelity Bond. For the benefit of the Association and Owners, the Board may obtain a fidelity bond naming such persons as may be designated by the Board as principals and the Association and the Owners as obligees, for the amount determined by the Board. The Board may pay for such bond out of the common expenses of the Association. In addition, the Board shall require that all officers and employees of the Association handling or responsible for Association funds to obtain adequate fidelity bonds and may pay for the premiums thereon.

8.4 Insurance Companies Authorized. All policies obtained under this Article 8 shall be written by a company licensed to do business in Oregon and holding a "Commissioner's Rating" of "A+" and a size rating of "AAA" or better, by Best's Insurance Reports, or as may be otherwise acceptable to all mortgagees and Directors.

8.5 Provisions in Insurance Policies. The Board shall make every reasonable effort to secure insurance policies that will provide for the following:

8.5.1 Waiver of Subrogation. A waiver of subrogation by the insurer as to any claims against the Board, the officers, the manager, the Owners, and their respective servants, agents, guests, and tenants.

8.5.2 Noncancellation for Owner Conduct. A provision that the master policy on the Property cannot be canceled, invalidated, or suspended on account of the conduct of any one or more individual Owners.

8.5.3 Noncancellation Without Opportunity to Cure. A provision that the master policy on the Property cannot be canceled, invalidated, or suspended on account of the conduct of any officer or employee of the Board or the manager without prior demand in writing that the Board or manager cure the defect.

8.5.4 No Other Insurance Clauses. A provision that any "no other insurance" clause in the master policy exclude individual Owners' policies and not otherwise prevent such individual policies from providing coverage for damage to Homes, Lots, or Commonly Maintained Property.

8.6 Home and Lot Insurance Maintained by Each Owner. The Association shall have no responsibility to procure or to assist Owners or Occupants in procuring property loss insurance or liability insurance other than as expressly stated in this Article 8. Owners and Occupants shall procure all other insurance coverage that they deem necessary or prudent for their protection, and shall be obligated to carry property insurance with extended coverage endorsements in the amount of the replacement value of such Owners' homes and with minimum combined limits of \$ 100,000 per occurrence. Insurance coverage obtained and maintained by the Board of Directors may be brought into contribution with that obtained and maintained by Owners or mortgagees only in the Board of Directors' sole and unfettered discretion.

8.7 Review of Insurance Policies. At least annually, the Board shall review all insurance carried by the Association, which review shall include a consultation with a representative of the insurance carrier writing the master policy.

ARTICLE 9 AMENDMENT

Except as otherwise provided in this Article, and the restrictions set forth elsewhere herein, these Bylaws may be amended at any time by an instrument approved by at least a majority of the total votes of each class of Members that are eligible to vote. Any amendment must be executed, recorded and certified as provided by law. Provided, however, no amendment of these Bylaws may effect an amendment of the Declaration or the Articles without compliance with the provisions of such documents and the Oregon Nonprofit Corporation Act, and no amendment deleting or affecting any right of Declarant or its successor or assignee, including, without limitation, an amendment to this Article 9, may be adopted without the prior written consent of Declarant or its successor or assignee.

ARTICLE 10 RECORDS AND AUDITS

10.1 General Records. The Board and the managing agent or manager, if any, shall preserve and maintain minutes of the meetings of the Association, the Board, and any Board committees as required by ORS 94.670. The Board shall maintain a list of Owners entitled to vote at meetings of the Association. The minutes of the Association, the Board, and Board committees, and the Association's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies. Proxies and ballots must be retained by the Association for one year from the date of determination of the vote.

10.2 Assessment Roll. The Board and the managing agent or manager, if any, shall maintain the assessment roll in a set of accounting books in which there shall be an account for each Lot. Such account shall designate the name and address of the Owner or Owners, the amount of each assessment against the Owner, the dates on which and the amounts in which the assessment comes due, the amounts paid upon the account and the balance due on the assessments.

10.3 Payment of Vouchers. The Treasurer or management agent shall pay all expenses authorized by the Board. The Treasurer or management agent shall maintain and follow reasonable procedures to assure the accounts and records are proper, and to assure that all expenditures are proper. Except in cases when an emergency exists (e.g., a repair must be made immediately to prevent further damage), any voucher for nonbudgeted items shall require the signature of the President; provided, however, that any withdrawal from Reserve Accounts shall

require the signature of two Board members or one Board member and an officer of the Association who is not a Board member.

**ARTICLE 11
COMPLIANCE WITH THE PLANNED
COMMUNITY ACT; CONFLICTS**

These Bylaws are intended to comply with the provisions of the PCA, the provisions of which apply to Kalmia Subdivision. In case of any conflict among the provisions of the PCA, the Articles, the Declaration, or these Bylaws, the provisions of the PCA shall control over those of the Articles and Declaration, and the provisions of the Declaration shall control over those of the Articles and these Bylaws.

**ARTICLE 12
INDEMNIFICATION OF DIRECTORS, OFFICERS,
EMPLOYEES, AND AGENTS**

The Association shall indemnify any Director, officer, employee, or agent who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding. Indemnification will be made regardless of whether the action is civil, criminal, administrative, or investigative (other than an action by the Association) by reason of the fact that such person is or was a Director, officer, employee, or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action, or proceeding. This applies if such person acted in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe that such person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe that such person's conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit, or proceeding as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee, or agent shall have a right of contribution over and against all other Directors, officers, employees, or agents and Members of the Association who participated with or benefited from the acts that created said liability.

**ARTICLE 13
ASSESSMENT COLLECTION COSTS;
SUITS AND ACTIONS**

An Owner shall be obliged to pay reasonable fees and costs (including, but not limited to, attorney fees) and actual administrative costs incurred in connection with efforts to collect any delinquent unpaid assessments from such Owner, whether or not suit or action is filed. Assessments against Owners may include fees, late charges, fines, and interest imposed by the

Board, in addition to amounts owed toward operating expenses and the funding of reserves. If the Association brings against any Owner or Owners a suit or action for the collection of any amounts due pursuant to or for the enforcement of any provisions of the Declaration, the Articles, or these Bylaws, such Owner or Owners, jointly and severally, shall pay, in addition to all other obligations, the costs of such suit or action, including actual administrative expenses incurred by the Association because of the matter or act which is the subject of the suit, reasonable attorneys' fees to be fixed by the trial court and, in the event of an appeal, the cost of the appeal, together with reasonable attorneys' fees in the appellate court to be fixed by such court.

ARTICLE 14 MISCELLANEOUS

14.1 Notices. All notices to the Association or to the Board shall be sent in care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board hereafter may designate from time to time. All notices to any Owner shall be sent to such address as may have been designated by such Owner from time to time, in writing, to the Board, or if no address has been designated, then to such Owner's Lot.

14.2 Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof that may have occurred and the number of times that the pertinent restriction, condition, obligation, or provision was not enforced.

14.3 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws; provided, however, that if any of the provisions of these Bylaws would violate the rule against perpetuities or any other limitation on the duration of the provisions herein contained imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law. As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

ARTICLE 15 ADOPTION

It is hereby certified that these Bylaws have been adopted by Kalmia Place Homeowners' Association, an Oregon nonprofit corporation, and by the undersigned Declarant of Kalmia Subdivision, and shall be recorded in the Deed Records of Lane County, together with the Declaration for said planned community.

DATED: 3/3/20, 2020.

Kalmia Place Homeowners' Association

By: Jim Rauschert
Jim Rauschert, President

DECLARANT

Jim Rauschert
Jim Rauschert

Tonitte Rauschert
Tonitte Rauschert

STATE OF OREGON)
) ss.
County of Lane)

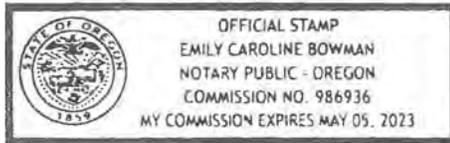
Personally appeared Jim Rauschert who, being duly sworn, did say that he is the President of Kalmia Place Homeowners' Association, an Oregon nonprofit corporation, and that the foregoing instrument was signed in behalf of said corporation; and acknowledged said instrument to be its voluntary act and deed.



Emily Bowman
Notary Public for Oregon
My Commission expires: May 5, 2023

STATE OF OREGON)
) ss.
County of Lane)

The foregoing instrument was executed and acknowledged before me by Jim Rauschert and Tonitte Rauschert on this 3rd day of March, 2020, as their voluntary act and deed.



Emily Bowman
Notary Public for Oregon
My Commission expires: May 5, 2023

EXHIBIT A

KALMIA SUBDIVISION, Beginning at a point on the North line of Section 5, Township 16 South, Range 4 West of the Willamette Meridian which is South $89^{\circ} 17'$ East 559.93 feet from the Northwest corner of said Section 5; and running thence South $0^{\circ} 00' 15''$ East 40 .10 feet to the point of intersection of the South right of way line of 1st Avenue and the West right of way line of Kalmia Street, said point being the true point of beginning; thence South $0^{\circ} 00' 15''$ East along the Westerly right of way line of Kalmia Street, a distance of 97.46 feet; thence South $89^{\circ} 58' 45''$ West 120 .06 feet; thence North $0^{\circ} 03' 30''$ West to the Southerly right of way line of 1st Avenue, a distance of 99.01 feet; thence along said South right of way line South $89^{\circ} 17'$ East 120 .16 feet to the point of beginning, all in the City of Junction City, in Lane County, Oregon .

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR
KALMIA SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR KALMIA SUBDIVISION ("Declaration") is made by Jim and Tonitte Rauschert (together, "Declarant").

RECITALS

As of January 10, 2020, Declarant is the owner of all the real property and improvements thereon located in Lane County, Oregon, more particularly described in Exhibit A attached hereto (the "Property"):

Declarant intends to develop the Property as a planned community and desires to impose these mutually beneficial covenants, conditions, restrictions, easements, assessments, and liens on the Property, under a comprehensive general plan of improvement and development for the benefit of all Lots on the Property.

Declarant has deemed it desirable for the efficient preservation of the values and amenities to create a nonprofit corporation, to which will be delegated and assigned the powers and authority to own, maintain, and administer the facilities, to maintain, repair, and replace certain portions of the Lots and exterior of the Homes, to administer and enforce the covenants, conditions, and restrictions of this Declaration, and to collect and disburse the assessments and charges hereinafter created.

The Kalmia Place Homeowners' Association (the "Association") shall assume the maintenance obligation of shared structures on the Property for the benefit of the Owners and assess the Owners of Lots equally for the expenses.

Declarant declares that the Property shall be held, transferred, sold, conveyed, and occupied subject to the Oregon Planned Community Act as may be amended from time to time (ORS 94.550—94.783) and subject to the following covenants, conditions, restrictions, easements, charges, and liens, which shall run with the land, which shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, and which shall inure to the benefit of the Association and of each Owner.

NOW THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, reservations, easements, charges and liens hereinafter set forth, and that this Declaration shall supersede, replace, amend and restate in its entirety the original Declaration of Covenants, Conditions and Restriction for Kalmia Subdivision ("Original Declaration") Lane County Official Records.

**ARTICLE 1
DEFINITIONS**

1.1 Architectural Review Committee or "ARC" shall refer to that committee constituted and acting pursuant to Article 6 of this Declaration.

1.2 Articles shall mean the Articles of Incorporation for the nonprofit corporation, Pine Court Homeowners' Association, as filed with the Oregon Secretary of State.

1.3 Association shall mean and refer to Pine Court Homeowners' Association, its successors and assigns.

1.4 [intentionally deleted]

1.5 Board shall mean the Board of Directors of the Association.

1.6 Bylaws shall mean and refer to the Bylaws of the Association, which shall be recorded in the Lane County, Oregon, deed records.

1.7 [intentionally deleted]

1.8 Commonly Maintained Property shall mean the exterior of the buildings (except the windows and doors), the roof, gutters, siding, and paint. The exterior side of the doors (including garage doors) and door frames and exterior portion of the window frames shall be deemed to be Commonly Maintained Property for purposes of painting only. Repair and replacement of the doors (including the garage door) and windows, and door frames and window frames shall be the responsibility of each Owner.

1.9 Declaration shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration.

1.10 Declarant shall mean and refer to Jim and Tonitte Rauschert, and their successors or assigns, or any successor or assign to all or the remainder of its interest in the Property.

1.11 General Plan of Development shall mean Declarant's general plan of development of the Property, as approved by appropriate governmental agencies, as may be amended from time to time.

1.12 Home shall mean and refer to any portion of a structure situated on a Lot and designed and intended for use and occupancy as a residence by a single family or household.

1.13 Lot shall mean and refer to each and any of Lots 1-16; on the Property.

1.14 [intentionally deleted]

1.15 Members shall mean and refer to the Owners of Lots in Kalmia Subdivision.

1.16 Occupant shall mean and refer to the occupant of a Home, whether such person is an Owner, a lessee, or any other person authorized by the Owner to occupy the Home.

1.17 Owner shall mean and to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession of a Lot under a land sale contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

1.18 Party Walls shall mean each wall which is built as a part of the original construction of the homes upon the Property and placed on the dividing line between the Lots.

1.19 Plat shall mean and refer to the Plat of Kalmia Subdivision recorded in the Plat Records of Lane County, Oregon.

1.20 Property shall have the meaning attributed to such term in the Recitals of this Declaration.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Development. The development of Kalmia Subdivision shall consist of the Property, which shall be held, transferred, sold, conveyed, and occupied subject to this Declaration. Declarant does not intend to build any Commonly Maintained Property improvements in Kalmia Subdivision.

2.2 Right to Annex Additional Property or to Withdraw Property. Declarant reserves the right to annex additional property to or to withdraw property from Kalmia Subdivision.

ARTICLE 3

OWNERSHIP AND EASEMENTS

3.1 Nonseverability. The interest of each Owner in the use and benefit of the Commonly Maintained Property shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the Commonly maintained Property. Any conveyance of any Lot shall automatically transfer the right to use the Commonly Maintained Property without the necessity of express reference in the instrument of conveyance. There shall be no judicial partition of the Commonly Maintained Property. Each Owner, whether by deed, gift, devise, or operation of law, for such Owner's benefit and for the benefit of all other Owners, specifically waives and abandons all rights, interests, and causes of action for judicial partition of any interest in the Commonly Maintained Property and agrees that no action for judicial partition shall be instituted, prosecuted, or reduced to judgment. Ownership interests in the Commonly Maintained Property and Lots are subject to the easements granted and reserved in this Declaration. Each of the easements granted or reserved herein shall be deemed to be established upon the recordation of this Declaration and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of Kalmia Subdivision.

3.2 Ownership of Lots. Title to each Lot in Kalmia Subdivision shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such persons and/or entities shall constitute one Owner.

3.3 Ownership of Commonly Maintained Property. Title to any Commonly Maintained Property shall be conveyed to the Association not later than the date of the Turnover Meeting.

3.4 Easements. Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

3.4.1 Easements on Plat. The Commonly Maintained Property and Lots are subject to the easements and rights-of-way shown on the Plat.

3.4.2 Easements for Commonly Maintained Property. Every Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Commonly Maintained Property, which shall be appurtenant to and shall pass with the title to every Lot. Such easement is subject to ORS 94.665, as may be amended from time to time.

1.21 Reserve Account(s) shall mean and refer to an account set up by the Board to hold funds for construction, improvements or maintenance of the Commonly Maintained Property and the Commonly Maintained Property.

1.22 Rules and Regulations shall mean and refer to the documents containing rules and regulations and policies adopted by the Board or the Architectural Review Committee, as may be from time to time amended.

1.23 [intentionally deleted]

residences, (b) the right of Declarant or any contractor or homebuilder to construct residences on any Lot, to store

construction materials and equipment on such Lots in the normal course of construction, and to use any residence as a sales office or model home for purposes of sales in Kalmia Subdivision, and (c) the right of the Owner of a Lot to maintain such Owner's personal business or professional library, keep such Owner's personal business or professional records or accounts, handle such Owner's personal business or professional telephone calls, or confer with business or professional associates, clients, or customers in such Owner's residence. The Board shall not approve commercial activities otherwise prohibited by this Section 4.1 unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable local government ordinances.

4.2 Landscaping. [Each Owner other than Declarant shall obtain the ARC's prior approval of all landscaping plans before commencing installation of any landscaping.

4.3 Maintenance of Lots and Homes. With the exception of Commonly Maintained Property, each Owner shall maintain such Owner's Lot and all improvements thereon in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, maintenance of windows, doors, garage doors, walks, patios, chimneys, and other exterior improvements and glass surfaces. All repainting or restaining and exterior remodeling shall be subject to prior review and approval by the ARC. Each Owner shall repair damage caused to such Owner's Lot or improvements located thereon by fire, flood, storm, earthquake, riot, vandalism, or other causes within a reasonable period. Insurance purchased by the Association may be used to effect such repairs, subject to the Association's Board of Directors' right to adjust the losses with the Association's insurance carrier.

4.4 Rental of Homes. An Owner may rent or lease such Owner's Home or a portion thereof, provided that the following conditions are met:

4.4.1 Written Rental Agreements Required. The Owner and the tenant enter into a written rental or lease agreement specifying that (i) the tenant shall be subject to all provisions of the Declaration, Bylaws, and Rules and Regulations, and (ii) a failure to comply with any provision of the Declaration, Bylaws, and Rules and Regulations shall constitute a default under the rental or lease agreement;

4.4.2 Minimum Rental Period. The period of the rental or lease is not less than 30 days;

4.4.3 Tenant Must be Given Documents. The Owner gives each tenant a copy of the Declaration, Bylaws, and Rules and Regulations.

4.5 Animals. No animals, livestock, or poultry of any kind, other than a reasonable number of household pets that are not kept, bred, or raised for commercial purposes and that are reasonably controlled so as not to be a nuisance, shall be raised, bred, kept, or permitted within any Lot. Owners whose pets cause any inconvenience or unpleasantness to other Owners shall take all steps reasonably necessary to prevent recurrence thereof and Owners whose pets damage other Owners' Lots or personal property shall reimburse such other Owners for reasonable costs actually incurred by such other Owners in repairing such damage. An Owner shall ensure that such Owner's dog is leashed when on the Property and outside of such Owner's Lot. An Owner may be required to remove a pet on the receipt of the third notice in writing

3.4.3 Easements Reserved by Declarant. As long as Declarant owns any Lot, Declarant reserves an easement over, under, and across the Commonly Maintained Property in order to carry out sales activities necessary or convenient for the sale of Lots. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress to, from, over, in, upon, under, and across the Commonly Maintained Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property in such a way as not to interfere unreasonably with the occupancy, use, enjoyment, or access to an Owner's Lot by such Owner or such Owner's family, tenants, employees, guests, or invitees.

3.4.4 [intentionally deleted]

3.4.5 Association's Easements. Declarant grants to the Association and its duly authorized agents and representatives such easements over the Lots and Commonly Maintained Property as are necessary to perform the duties and obligations of the Association, as set forth in this Declaration, the Bylaws, and the Articles, as the same may be amended.

3.4.6 [intentionally deleted]

3.4.7 Perimeter Easement Benefiting Association. Declarant grants to the Association and its duly authorized agents and representatives an easement over that perimeter portion of each Lot that is included within the building setbacks set by applicable ordinances for the purposes of installation, maintenance, repair, and replacement of utilities, communication lines, and drainage. The Board may grant or convey the easements reserved herein to any governmental body or agency and/or any public or private utility company or provider, on a two-thirds vote of the Board members at a duly called and held Board meeting.

3.4.8 Perimeter Easements Benefiting Owners. Every Owner shall have an easement over that perimeter portion of other Lots that is included within the building setbacks set by applicable ordinances as may be reasonably necessary to reach such Owner's Lot for purposes of exterior maintenance and repair of the Owner's Home and for maintaining the landscaping on the Owner's Lot.

3.4.9 Electrical Service Easements Benefiting Lot Owners. The Owners of a Home developed within a single building shall have an easement over, under, and through all other Lots on which the building is located for underground electrical service to the Lot Owner's Home. This easement shall be perpetual and shall run with the land and be binding on the successors and assigns to the Lots and the Homes located within a single building. The electrical lines within the easement area shall be maintained by the Lot owner benefited by the easement. Any damage caused to the servient Lot (and Home) by the maintenance repair, removal, or replacement of the electrical service lines shall be paid by the Lot Owner causing such damage.

3.5 [intentionally deleted]

ARTICLE 4 LOTS AND HOMES

4.1 Residential Use. Lots shall only be used for residential purposes. Except with the Board's consent no trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any Lot, and no goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business shall be kept or stored on any Lot. Nothing in this Section 4.1 shall be deemed to prohibit (a) activities relating to the sale of

4.14 Exterior Lighting or Noise-making Devices. Except with the consent of the ARC, no exterior lighting or noise-making devices, other than security and fire alarms, shall be installed or maintained on any Lot.

4.15 Basketball Hoops. No Owner may install a permanent basketball hoop on any Lot without the ARC's prior approval. The ARC may, in its discretion, prohibit such basketball hoops. Basketball hoops shall be prohibited in the Commonly Maintained Property and on any Lot if the area of play is intended to be the street or any Commonly Maintained Property.

4.16 Grades, Slopes, and Drainage. There shall be no interference with the established drainage patterns or systems over or through any Lot within Kalmia Subdivision so as to affect any other Lot or Commonly Maintained Property or any real property outside Kalmia Subdivision unless adequate alternative provision is made for proper drainage and is approved by the ARC. The term established drainage shall mean the drainage swales, conduits, inlets, and outlets designed and constructed for Kalmia Subdivision.

4.17 Tree-Cutting Restrictions. No tree the diameter of which is six inches or more may be removed from any Lot without the prior approval of the ARC unless it is diseased, poses an immediate danger to persons or property, or is within 10 feet of an existing or proposed building or five feet of a paved surface. Provided, however, the ARC shall have unfettered authority, but not the obligation, to cause the Association to trim or top trees, shrubs, or hedges located on any Lot that is creating a nuisance, is damaging, or is a threat to Commonly Maintained Property or that increases the cost of insurance for the Association.

4.18 Damage or Destruction to home and/or Lot. If all or any portion of a Lot or Home is damaged by fire or other casualty, the Owner shall either (a) restore the damaged improvements or (b) remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration proceeding under (a) above must be performed so that the improvements are in substantially the same condition in which they existed before the damage, unless the owner complies with the provisions of Article 6. The Owner must commence such work within 60 days after the damage occurs and must complete the work within six months thereafter. The Association and Owners whose Homes are in the same building shall cooperate in respect to repair and reconstruction and application of available insurance proceeds.

4.19 Right of Maintenance and Entry by Association. If an Owner fails to perform maintenance and/or repair that such Owner is obligated to perform pursuant to this Declaration, and if the Board determines, after notice, that such maintenance and/or repair is necessary to preserve the attractiveness, quality, nature, and/or value of Kalmia Subdivision the Board may cause such maintenance and/or repair to be performed and may enter any such Lot whenever entry is necessary in connection with the performance thereof. An Owner may request, and the Board shall conduct, a hearing on the matter. The Owner's request shall be in writing delivered within five days after receipt of the notice, and the hearing shall be conducted within not less than five days nor more than 20 days after the request for a hearing is received. Entry shall be made with as little inconvenience to an Owner as practicable and only after advance written notice of not less than 48 hours, except in emergency situations. The costs of such maintenance and/or repair shall be chargeable to the Owner of the Lot as a Reimbursement Assessment, which may be collected and enforced as any other assessments authorized hereunder.

4.20 Association Rules and Regulations. The Board from time to time may adopt, modify, or revoke such Rules and Regulations governing the conduct of persons and the operation and use of Lots and the Commonly Maintained Property as it may deem necessary or

from the Board of a violation of any rule, regulation, or restriction governing pets within the Property.

4.6 Nuisance. No noxious, harmful, or offensive activities shall be carried out on any Lot or Commonly Maintained Property. Nor shall anything be done or placed on any Lot or Commonly Maintained Property that interferes with or jeopardizes the enjoyment of, or that is a source of annoyance to, the Owner or other Occupants.

4.7 [intentionally deleted]

4.8 [intentionally deleted]

4.9 [intentionally deleted]

4.10 Rubbish and Trash. No Lot or part of the Commonly Maintained Property shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for proper disposal and out of public view. Yard rakings, dirt, and other material resulting from landscaping work shall not be dumped onto streets, the Commonly Maintained Property, or any other Lots. If an Owner fails to remove any trash, rubbish, garbage, yard rakings, or any similar materials from any Lot, any streets, or the Commonly Maintained Property where deposited by such Owner or the Occupants of such Owner's Lot after notice has been given by the Board to the Owner, the Association may have such materials removed and charge the expense of such removal to the Owner. Such charge shall constitute a Reimbursement Assessment, which may be collected and enforced as any other assessments imposed pursuant to the Declaration and Bylaws.

4.11 Fences and Hedges. No fences or boundary hedges shall be installed or replaced without prior written approval of the ARC. All such fences and hedges shall have convenient access ways to allow the Association to carry out its exterior maintenance and landscaping responsibilities.

4.12 Service Facilities. Service facilities (garbage containers, fuel tanks, clotheslines, etc.) shall be screened so that such facilities are not visible at any time from the street or a neighboring property. All telephone, electrical, cable television, and other utility installations shall be placed underground in conformance with applicable law and subject to approval by the ARC.

4.13 Antennas and Satellite Dishes. Except as otherwise provided by law or this section, no exterior antennas, satellite dishes, microwave, aerial, tower, or other devices for the transmission or reception of television, radio, or other forms of sound or electromagnetic radiation shall be erected, constructed, or placed on any Lot. With prior written consent from the ARC, exterior satellite dishes or antennas with a surface diameter of one meter or less and antennas designed to receive television broadcast signals only may be placed on any Lot if they are not visible from the street and are screened from neighboring Lots. The Board or ARC may adopt reasonable rules and regulations governing the installation, safety, placement, and screening of such antennas, satellite dishes, and other transmission devices. Such rules shall not unreasonably delay or increase the cost of installation, maintenance, or use or preclude reception of a signal of acceptable quality. (The ARC, in its sole discretion, may determine what constitutes a signal of acceptable quality.) Such rules may prohibit installation of exterior satellite dishes or antennas if signals of acceptable quality can be received by placing antennas inside a Home without causing an unreasonable delay or cost increase.

4.21 Ordinances and Regulations. The standards and restrictions set forth in this Article 4 shall be the minimum required. To the extent that local governmental ordinances and regulations are more restrictive or provide for a higher or different standard, such local governmental ordinances and regulations shall prevail.

4.22 Temporary Structures. No structure of a temporary character or any trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot as a residence, either temporarily or permanently.

4.23 Party Walls. Party Walls within Kalmia Subdivision shall be governed by the following rules:

4.23.1 General Rule of Law to Apply To the extent not inconsistent with the provisions of this Section 4.23, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply to Party Walls.

4.23.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in proportion to such use.

4.23.3 Destruction b Fire or Other Casualty If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, subject, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4.23.4 Weatherproofing. Notwithstanding any other provisions of this Section 4.23, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

4.23.5 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section 4.23 shall be appurtenant to the land and shall pass to such Owner's successors in title.

4.23.6 Disputes Between Owners. Disputes between Owners regarding maintenance or improvement of a Party Wall shall be decided by arbitration, with each Owner selecting an arbitrator and all such arbitrators agreeing upon one additional arbitrator, with the majority decision of all arbitrators being binding upon the Owners.

ARTICLE 5 COMMONLY MAINTAINED PROPERTY

5.1 Use of Commonly Maintained Property. Use of the Commonly Maintained Property is subject to the provisions of the Declaration, Bylaws, Articles, and the Rules and Regulations adopted by the Board. There shall be no obstruction of any part of the Commonly Maintained Property. Nothing shall be stored or kept in the Commonly Maintained Property without the prior written consent of the Board. No alterations or additions to the Commonly Maintained Property shall be permitted without the prior written consent of the Board. The Commonly Maintained Property owned by the Association consists of those elements defined in Section 1.8.

appropriate to assure the peaceful and orderly use and enjoyment of the Property and the administration and operation of the Association. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification, or revocation thereof, shall be delivered by the Board promptly to each Owner and shall be binding upon all Owners and occupants of all Lots on the date of delivery or actual notice thereof. The method of adoption of such Rules and Regulations shall be provided in the Bylaws of the Association. Subject to the Board's approval or consent, the ARC may adopt rules and regulations pertinent to its functions.

ARC shall not be responsible for determining compliance with structural and building codes, solar ordinances, zoning codes, or other governmental regulations, all of which are the applicant's responsibility. The procedure and specific requirements for review and approval of construction shall be set forth in design guidelines and standards adopted from time to time by the ARC. The provisions of this Article shall apply in all instances in which this Declaration requires the ARC's consent.

6.2 Architectural Review Committee, Appointment and Removal. Declarant reserves the right to appoint all members of the ARC and all replacements thereto until Kalmia Subdivision is 100% built out. The ARC shall consist of no fewer than three members and no more than five members. Each ARC member shall serve for one year. After buildout, Declarant shall assign to the Board the right to appoint and remove members of the ARC. The Board may appoint itself as the ARC or any of its members to the ARC. If an ARC has not been appointed, the Board shall serve as the ARC.

6.3 Majority Action. Except as otherwise provided in this Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining member or members of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

6.4 Duties. The ARC shall consider and act on the proposals and/or plans submitted pursuant to this Article. The ARC, from time to time and at its sole discretion, may adopt architectural rules, regulations, and guidelines ("Architectural Standards").

6.5 ARC Decision. The ARC shall render its written decision approving or denying each application submitted to it within 15 working days after its receipt of all materials required with respect to such application. If the ARC fails to render such written decision within 30 days of its receipt of all required materials or request an extension, the application shall be deemed approved. The ARC shall be entitled to request one or more extensions of time, not to exceed 45 days. In the event of such extension requests, if the ARC does not render a written decision within 15 days after the expiration of the extension(s), the application shall be deemed approved. Provided, however, the applicant may agree to further extensions to allow the applicant to complete or supplement the application.

6.6 ARC Discretion. The ARC, at its sole discretion, may withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for Kalmia Subdivision. The ARC may consider siting, shape, size, color, design, height, solar access, or other effect on the enjoyment of other Lots or the Commonly Maintained Property, and any other factors that it reasonably believes to be relevant in determining whether or not to consent to any proposed work.

6.7 Nonwaiver. Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

6.8 Appeal. After Declarant has assigned the right to appoint ARC members to the Board pursuant to Section 6.2, any Owner adversely impacted by ARC action may appeal such action to the Board. Such appealing Owner shall submit to the Board a written notice of appeal, setting forth specific objections or mitigating circumstances justifying the appeal, within 10 days after the ARC's action. The Board shall issue a final, conclusive decision within 45 days

5.2 Maintenance of Commonly Maintained Property. The Association shall be responsible for maintenance, repair, replacement, and upkeep of the Commonly Maintained Property at the equal expense of the Owners of Lots I -4. The Association shall keep the Commonly Maintained Property in good condition and repair, provide for all necessary services, and cause all acts to be done that may be necessary or proper to assure the maintenance of the Commonly Maintained Property.

5.3 Alterations to Commonly Maintained Property. Only the Association shall construct, reconstruct, or alter any improvement located on the Commonly Maintained Property. A proposal for any construction of or alteration, maintenance, or repair to any such improvement may be made at any Board meeting. The Board may adopt a proposal, subject to the limitations contained in the Bylaws, this Declaration; provided, however, no improvements may be made to the Commonly Maintained Property except the construction, repair, and reconstruction of the private streets, utility installations, landscaping, curbs, and sidewalks.

5.4 Funding. Expenditures for alterations, maintenance, or repairs to an existing improvement for which a reserve has been collected shall be made from the Reserve Account. As provided in Section 10.5, the Board may levy a special assessment to fund any construction, alteration, repair, or maintenance of an improvement (or any other portions of the Commonly Maintained Property) for which no reserve has been collected or for which the Reserve Account is insufficient to cover the cost of the proposed improvement.

5.5 Landscaping. All landscaping on any Lot or on the Commonly Maintained Property shall be maintained and cared for in a manner that is consistent with Declarant's or the ARC's original approval of such landscaping. Weeds and diseased or dead lawn, tree, groundcover, or shrubs shall be removed and replaced. Lawns shall be neatly mowed and trees and shrubs shall be neatly trimmed. The Owner shall maintain all portions of the landscaping on their Lot.

5.6 [intentionally deleted]

5.7 Damage or Destruction of Commonly Maintained Property. If all or any portion of the Commonly Maintained Property is damaged or destroyed by an Owner or any of Owner's guests, Occupants, tenants, licensees, agents, or members of Owner's family in a manner that would subject such Owner to liability for such damage under Oregon law, such Owner hereby authorizes the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constituted or as may be modified or altered subsequently by the Association in the discretion of the Board. Reasonable costs incurred in connection with effecting such repairs shall become a special assessment on the Lot and against the Owner who caused or is responsible for such damage.

5.8 [intentionally deleted]

ARTICLE 6

ARCHITECTURAL REVIEW COMMITTEE

6.1 Architectural Review. No improvement shall be commenced, erected, placed, or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. This Article's purpose is to assure quality of workmanship and materials and harmony between exterior design and the existing improvements and landscaping and as to location with respect to topography and finished grade elevations. The

successors, and assigns shall be entitled to rely on the certificate with respect to the matters set forth therein. The certificate shall be conclusive as among Declarant, the ARC, the Association, all Owners, and all persons deriving any interest through any of them.

6.14 Fees. The ARC may charge applicants a reasonable application fee and additional costs incurred or expected to be incurred by the ARC to retain architects, attorneys, engineers, and other consultants to advise the ARC concerning any aspect of the applications and/or compliance with any appropriate architectural criteria or standards, including, without limitation, those pertinent to house siting and height. Such fees shall be collectible as assessments pursuant to Article 10.

6.15 Declarant and Successor Exempt from ARC. The Declarant or a successor to all of the unsold Lots shall be exempt from the requirement to submit and have plans approved by the ARC. However, the Declarant and its successor shall not be exempt from the provisions of Article 4 of the Declaration.

ARTICLE 7

MEMBERSHIP IN THE ASSOCIATION

7.1 Members. Each Owner shall be a member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot shall automatically transfer membership in the Association. Without any other act or acknowledgment, Occupants and Owners shall be governed and controlled by this Declaration, the Articles, Bylaws, and the Rules and Regulations of the Association and any amendments thereof.

7.2 Proxy. Each Owner may cast such Owner's vote in person, by written ballot, or pursuant to a proxy executed by such Owner. An Owner may not revoke a proxy given pursuant to this Section 7.2 except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one year after its date, unless the proxy specifies a shorter term.

7.3 Voting Rights. The Association shall have two classes of voting members:

7.3.1 Class A. Class A members shall be all Owners of Lots other than Declarant, and each Class A member shall be entitled to one vote for each Lot owned with respect to all matters on which Owners are entitled to vote.

7.3.2 Class B. The Class B member shall be Declarant, its successors, and its assigns. The Class B member shall have three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the earlier of the following dates (the "Termination Date"):

(a) The date on which 75% of the total number of Lots in Kalmia Subdivision have been sold and conveyed to Owners other than Declarant; and

(b) The date on which Declarant elects in writing to terminate Class B membership.

After the Termination Date, each Owner, including Declarant, shall be entitled to one vote for each Lot owned with respect to all matters on which Owners are entitled to vote, and the total number of votes shall be equal to the total number of Lots subject to this Declaration, initially or through annexation.

When more than one person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event shall fractional voting be allowed. Fractional or split votes shall be disregarded, except for purposes of determining a quorum.

after receipt of such notice, and such decision shall be final and binding on the appealing Owner and

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the ARC. Provided, however, the Board shall make reasonable efforts to reach a decision within 20 days. If the Board is serving as the ARC, then such appeal shall be deemed a request for reconsideration.

6.9 Effective Period of Consent. The ARC's consent to any proposed work shall automatically expire three months after issuance unless construction of the project has been commenced or the Owner has applied for and received an extension of time from the ARC.

6.10 Determination of Compliance. The ARC may inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformance with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of noncompliance and shall require the Owner to remedy the noncompliance.

6.11 Noncompliance. If the ARC determines that an Owner has not constructed an improvement consistent with the specifications of an ARC approval or has constructed an improvement without obtaining ARC approval, sends a notice of noncompliance to such Owner, and such Owner fails to commence diligently remedying such noncompliance in accordance with such notice, then, effective at 5:00 p.m. on the third day after issuance of such notice, the ARC shall provide notice of a hearing to consider the Owner's continuing noncompliance. The hearing shall be set not more than 30 days from the date on which the notice of noncompliance was issued. At the hearing, if the ARC finds that there is no valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of achieving compliance and may issue a fine against the noncomplying Owner for such amount. The ARC also shall require the Owner to remedy such noncompliance within 10 days after the date of the ARC's determination. If the Owner does not comply with the ARC's ruling within such period or any extension thereof granted by the ARC, at its sole discretion, the ARC may remove the noncomplying improvement, remedy the noncompliance, and/or record a notice of noncompliance in the county deed records. The costs of any such action shall be assessed against the Owner as a Reimbursement Assessment either before or after any remedial action is taken.

6.12 Liability. Neither the ARC nor any member thereof shall be liable to any Owner, Occupant, or builder for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the ARC or the member has, in accordance with its or his or her actual knowledge, acted in good faith.

6.13 Estoppel Certificate. Within 15 working days after the ARC's receipt of a written request from an Owner and the ARC's receipt of payment of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the Chairperson or other authorized member of the ARC certifying with respect to any Lot owned by the Owner, that, as of the date thereof either (a) all improvements made or done upon such Lot comply with this Declaration, or (b) such improvements do not so comply, in which event, the certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance. The Owner and such Owner's heirs, devisees,

ARTICLE 8 DECLARANT CONTROL

8.1 Interim Board and Officers. Declarant hereby reserves administrative control of the Association. Declarant, in its sole discretion, shall have the right to appoint and remove members of an interim board (the "Interim Board"), which shall manage the affairs of the Association and be invested with all powers and rights of the Board until the Turnover Meeting (as hereinafter defined). The Interim Board shall consist of from one to three members. Notwithstanding the provision of this Section 8.1, at the Turnover Meeting, at least one Director shall be elected by Owners other than Declarant, even if Declarant otherwise has voting power to elect all three Directors.

8.2 Turnover Meeting. Declarant shall call a meeting for the purposes of turning over administrative control of the Association from Declarant to the Class A members within 60 days of the earlier of the following dates:

8.2.1 Earliest Date. The date on which Lots representing 75% of the total number of votes of all Lots in Kalmia Subdivision have been sold and conveyed to persons other than Declarant;

8.2.2 Optional Turnover. The date on which Declarant has elected in writing to terminate Class B membership.

Declarant shall give notice of the Turnover Meeting to each Owner as provided in the Bylaws.

ARTICLE 9 DECLARANT'S SPECIAL RIGHTS

9.1 General. Declarant is undertaking the work of developing Lots and other improvements within Kalmia Subdivision. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Homes on all Lots on the Property have been constructed, fully completed, and sold, with respect to the Commonly Maintained Property and each Lot on the Property, Declarant shall have the special rights set forth in this Article 9.

9.2 Marketing Rights. Declarant shall have the right to maintain a sales office and model on one or more of the Lots that Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week. Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the Property, including, without limitation, on the Commonly Maintained Property.

9.3 Declarant Easements. Declarant reserves easements over the Property as more fully described in Sections 3.4 and 3.5 hereof.

9.4 Additional Improvements. Declarant does not agree to build any improvements not described in this Declaration.

ARTICLE 10 FUNDS AND ASSESSMENTS

10.1 Purpose of Assessments; Expenses. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, aesthetics, and welfare of the Owners and Occupants of Kalmia Subdivision, for the improvement,

7.4 Procedure. All meetings of the Association, the Board, the ARC, and Association committees shall be conducted with such rules of order as may from time to time be adopted by the Board. Notwithstanding which rule of order is adopted, the President shall be entitled to vote on all matters, not merely to break a tie vote. A tie vote does not constitute a majority or approval of any motion or resolution.

assessments to be levied against the Owner's Lot, within 30 days after adoption of such budget.

10.4.2 Allocation of Assessments. The total amount in the budget shall be charged against all Lots as annual assessments on an equal basis, with each Lot paying 1/16th of the total annual assessment.

10.4.3 Nonwaiver of Assessments. If before the expiration of any fiscal year the Association fails to fix annual assessments for the next fiscal year, the annual assessments established for the preceding year shall continue until a new annual assessment is fixed.

10.5 Special Assessments. The Board and/or the Owners shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

10.5.1 Correct Deficit. To correct a deficit in the operating budget, by vote of a majority of the Board;

10.5.2 Special Obligations of an Owner. To collect amounts due to the Association from an Owner for breach of the Owner's obligations under this Declaration, the Bylaws, or the Rules and Regulations, by vote of a majority of the Board;

10.5.3 Repairs. To collect additional amounts necessary to make repairs or renovations to the Commonly Maintained Property or Commonly Maintained Property if sufficient funds are not available from the operating budget or replacement reserve accounts, by vote of a majority of the Board; or

10.5.4 Capital Improvements. To make capital acquisitions, additions or improvements, by vote of at least 80% of all votes allocated to the Lots.

10.5.5 Reimbursement Assessments. The Association shall levy a reimbursement assessment against any Owner and such Owner's Lot if a failure to comply with this Declaration, Bylaws, Architectural Standards, or any Rules and Regulations has (a) necessitated an expenditure of monies by the Association to effect compliance or (b) resulted in the imposition of a fine or penalty against such Owner or such Owner's Lot (a "Reimbursement Assessment"). A Reimbursement Assessment shall be due and payable to the Association when levied. A Reimbursement Assessment shall not be levied by the Association except on at least 10 days' written notice to the Owner being assessed. If, within said 10-day period, the Owner makes a written request to the Board for a hearing, a hearing shall be held. On request for a hearing, the Board shall conduct it not less than 10 nor more than 30 days after the request by the Owner, and shall make its decision within not more than 30 days after the hearing is held. If a notice has been previously given, and the hearing has already been held or waived (in writing or by the Owner's failure to appear) for the violation resulting in the Reimbursement Assessment, no additional notice and hearing is required before levying the Reimbursement Assessment.

10.6 Accounts.

10.6.1 Types of Accounts. Assessments collected by the Association shall be deposited into at least two separate accounts with a bank, which accounts shall be clearly designated as (a) the Current Operating Account and (b) the Reserve Account. The Board shall deposit those portions of the assessments collected for current maintenance and operation into the Current Operating Account and shall deposit those portions of the assessments collected as reserves for replacement and deferred maintenance of capital improvements into the Reserve Account. Withdrawal of funds for the Association's Reserve

operation, and maintenance of the Commonly Maintained Property, for the administration and operation of the Association and for property and liability insurance.

10.2 Covenants to Pay. Declarant and each Owner covenant and agree to pay the Association the assessments and any additional charges levied pursuant to this Declaration or the Bylaws. All assessments for operating expenses, repairs and replacement, and reserves shall be allocated among the Lots and their Owners as set forth in Section 10.4.2.

10.2.1 Funds Held in Trust. The assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely as set forth in Section 10.1. On the sale or transfer of any Lot, the Owner's interest in such funds shall be deemed automatically transferred to the successor in interest to such Owner.

10.2.2 Offsets. No offsets against any assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties.

10.2.3 Right to Profits. Association profits, if any, shall be the property of the Association and shall be contributed to the Current Operating Account.

10.3 Basis of Assessment; Commencement of Assessments. Declarant shall pay all common expenses of the Association until the Lots are assessed for common expenses. The amount and date of commencement of the initial annual assessment to Owners other than Declarant shall be determined by Declarant. In the sole and unfettered discretion of Declarant, Declarant may defer payment of reserves for a Lot until the Lot is conveyed to a third party. However, Declarant may not defer payment of accrued reserves beyond the date of the Turnover Meeting.

10.4 Annual Assessments. Annual assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. The initial annual assessment shall be determined by Declarant and shall be prorated on a monthly basis at the time of the closing of the first sale from Declarant. For proration purposes, any portion of a month shall count as a full month. Annual assessments shall be payable on a periodic bases, not more frequently than monthly, as determined by the Board. The fiscal year shall be the calendar year unless another year is adopted by vote of the Association members.

10.4.1 Budgeting. Each year the Board shall prepare, approve, and make available to each Member a pro forma operating statement (budget) containing (a) estimated revenue and expenses on an accrual basis; (b) the amount of the total cash reserves of the Association currently available for replacement or major repair of the Commonly Maintained Property and for contingencies; (c) an itemized estimate for the remaining life of, and the methods of funding to defray repair, replacement, or additions to major components of such improvements as provided in Section 10.6.2; and (d) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of repair, replacement, or additions to major components of the Commonly Maintained Property. Notwithstanding that budgeting shall be done on an accrual basis, the Association's books shall be kept on a cash basis and the Association shall be a cash basis taxpayer, unless applicable governmental regulations require otherwise. For the first fiscal year, the budget shall be approved by the Board no later than the date on which annual assessments are scheduled to commence. Thereafter, the Board shall annually prepare and approve the budget and distribute a copy or summary thereof to each Member, together with written notice of the amount of the annual

10.6.2.5 Refunds of Assessments. Assessments paid into the Reserve Account are the property of the Association and are not refundable to sellers or Owners of Lots. Sellers or Owners of Lots may treat their outstanding share of the Reserve Account's balance as a separate item in the sales contract providing for the conveyance of their Lot.

10.6.3 Current Operating Account. All costs other than those to be paid from the Reserve Account pursuant to Section 10.6.2 may be paid from the Current Operating Account.

10.7 Default in Payment of Assessments, Enforcement of Liens.

10.7.1 Personal Obligation. All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligation of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance (i.e., one other than through foreclosure or a deed in lieu of foreclosure), the grantees shall be jointly and severally liable with the grantors for all Association assessments imposed through the recording date of the instrument effecting the conveyance. A suit for a money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

10.7.2 Association Lien. The Association shall have a lien against each Lot for any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof that is delinquent. Such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorney fees (whether or not suit or action is instituted), actual administrative costs, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Recording of the Declaration constitutes record notice and perfection of the lien. Said lien may be foreclosed at any time pursuant to the Planned Community Act. The Association shall record a notice of a claim of lien for assessments and other charges in the deed records of Lane County, Oregon, before any suit to foreclose may be filed. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, any first mortgage, deed of trust or land sale contract recorded before the Association's notice of lien, and any mortgage or deed of trust granted to an institutional lender that is recorded before the Association's notice of lien.

10.7.3 Interest; Fines; Late Fees; Penalties. The Board, in its reasonable discretion, may from time to time adopt resolutions to set the rate of interest and to impose late fees, fines, and penalties on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws, Architectural Standards, and the Rules and Regulations adopted by the Board or the ARC. The adoption of such impositions shall be communicated to all Owners in writing not less than 30 days before the effective date by a notice mailed to the assessment billing address of such Owners. Such impositions shall be considered assessments that are lienable and collectible in the same manner as any other assessments; provided, however, that fines or penalties for violation of this Declaration, the Bylaws, or any rule and regulation, other than late fees, fines, or interest arising from an Owner's failure to pay regular, special, or reimbursement assessments may not be imposed against an Owner or such Owner's Lot until such Owner is given an opportunity for a hearing as elsewhere provided herein.

10.7.4 Acceleration of Assessments. If an Owner is delinquent in payment of any assessment or installment on any assessment, the Association, on not less than 10 days'

Account shall require the signatures of either two Directors or one Director and an officer of the Association who is not a Director. In its books and records, the Association shall account separately for operating expenses relating to the Commonly Maintained Property and operating expenses relating to all other matters, as well as for necessary reserves relating to the Commonly Maintained Property and necessary reserves relating to all other matters.

10.6.2 Reserve Account. Declarant shall establish a Reserve Account, in the name of the Association, which shall be kept separate from all other funds held by the Association. The Association shall pay out of the Reserve Account only those costs that are attributable to the maintenance, repair, or replacement of Commonly Maintained Property that normally requires replacement, in whole or in part, within three to 30 years and not for regular or periodic maintenance and expenses. No funds collected for the Reserve Account may be used for ordinary current maintenance and operation purposes.

10.6.2.1 Calculation of Reserve Assessment; Reserve Study. The Board of Directors of the Association shall annually conduct a reserve study, or review and update an existing study, of the Commonly Maintained Property to determine the reserve account requirements. A reserve account shall be established for those items of the Commonly

Maintained Property all or part of which will normally require replacement in more than three and less than 30 years, for exterior painting, and for the maintenance, repair, or replacement of other items as may be required under the Declaration or Bylaws or that the Board of Directors, in its discretion, may deem appropriate. The reserve account need not include items that could reasonably be funded from operating assessments. The reserve study shall include:

- (a) identification of all items for which reserves are required to be established;
- (b) the estimated remaining useful life of each item as of the date of the reserve study;
- (c) the estimated cost of maintenance, repair or replacement of each item at the end of its useful life; and
- (d) a 30-year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on reserves, to meet the maintenance, repair and replacement schedule.

The reserve account assessment shall be allocated pursuant to Section 10.4.2.

10.6.2.2 Loan from Reserve Account. After the Turnover Meeting described in Section 8.2, the Board may borrow funds from the Reserve Account to meet high seasonal demands on the Association's regular operating fund or to meet unexpected increases in expenses. Funds borrowed must be repaid later from assessments if the Board has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board shall adopt by resolution a written payment plan providing for repayment within a reasonable period.

10.6.2.3 Increase or Reduction, or Elimination of Reserve Account Assessment. At any time after the second year after the Turnover Meeting, future assessment for the Reserve Account may be increased or reduced by the vote of Owners of Lots representing 75% of the votes computed in accordance with Section 7.3.

10.6.2.4 Investment of Reserve Account. Nothing in this Section 10.6 prohibits the prudent investment of Reserve Account funds, subject to any constraints imposed by the Board, the Bylaws, or the Rules and Regulations.

ARTICLE 11 GENERAL PROVISIONS

11.1 Records. The Board shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board also shall keep detailed and accurate financial records, including individual assessment accounts of Owners, the balance sheet, and income and expense statements. Individual assessment accounts shall designate the name and address of the Owner or Owners of the Lot, the amount of each assessment as it becomes due, the amounts paid on the account, and the balance due on the assessments. The minutes of the Association, the Board and Board committees, and the Association's financial records shall be maintained in the State of Oregon and reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies.

11.2 Indemnification of Directors, Officers, Employees, and Agents. The Association shall indemnify any Director, officer, employee, or agent who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by the Association) by reason of the fact that such person is or was a Director, officer, employee, or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action, or proceeding if such person acted in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe that such person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe that such person's conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit, or proceeding as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee, or agent shall have a right of contribution over and against all other Directors, officers, employees, or agents and members of the Association who participated with or benefited from the acts that created said liability.

11.3 Enforcement; Attorney Fees. The Association and the Owners and any mortgagee holding an interest on a Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens, and charges now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to such parties or Owners by any proceeding at law or in equity. Failure by either the Association or by any Owner or mortgagee to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. In the event suit or action is commenced to enforce the terms and provisions of this Declaration (including without limitations, for the collection of assessments), the prevailing party shall be entitled to its actual administrative costs incurred because of a matter or event that is the subject of the suit or action, attorney fees and costs in such suit or action to be fixed by the trial court, and in the event of an

written notice to the Owner, may accelerate the due date of the full annual assessment for that fiscal year and all future installments of any special assessments.

10.7.5 Association's Right to Rents; Receiver. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting Owner for the use of such Owner's Lot or shall be entitled to the appointment of a receiver.

appeal, the cost of the appeal, together with reasonable attorney fees, to be set by the appellate court. In addition thereto, the Association shall be entitled to its reasonable attorney fees and costs incurred in any enforcement activity or to collect delinquent assessments, together with the Association's actual administrative costs, whether or not suit or action is filed.

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

11.5 Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land for a term of 35 years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of 10 years, unless rescinded by a vote of at least 90% of the Owners and 90% of the first mortgagees; provided, however, that amendments that do not constitute rescission of the planned community may be adopted as provided in Section 11.6 and that if any of the provisions of this Declaration would violate the rule against perpetuities or any other limitation on the duration of the provisions herein contained imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law.

11.6 Amendment. Except as otherwise provided in Section 11.5 or ORS 94.590, and the restrictions set forth elsewhere herein, this Declaration may be amended at any time by an instrument approved by not less than 75% of the total votes of each class of members that are eligible to vote. Any amendment must be executed, recorded, and certified as provided by law; provided, however, that no amendment of this Declaration shall effect an amendment of the Bylaws or Articles without compliance with the provisions of such documents, and the Oregon Nonprofit Corporation Act and that no amendment affecting the general plan of development or any other right of Declarant herein contained may be effected without the express written consent of Declarant or its successors and assigns, including, without limitation, amendment of this Section 11.6.

11.7 Release of Right of Control. Declarant may give up its right of control in writing at any time by notice to the Association.

11.8 Unilateral Amendment by Declarant. In addition to all other special rights of Declarant provided in this Declaration, Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal

Home Mortgage Loan Corporation, any department, bureau, board, commission, or agency of the United States or the State of Oregon, or any other state in which the Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon, or such other state, the approval of which entity is required in order for it to insure, guarantee, or provide financing in connection with development of the Property and sale of Lots. Before the Turnover Meeting, no such amendment shall require notice to or approval by any Class A member.

11.9 Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing Kalmia Subdivision, such conflict shall be resolved by looking to the following documents in the order shown below:

- I. Declaration;

EXHIBIT A

KALMIA SUBDIVISION, Beginning at a point on the North line of Section 5, Township 16 South, Range 4 West of the Willamette Meridian which is South $89^{\circ} 17' 1''$ East 559.93 feet from the Northwest corner of said Section 5; and running thence South $0^{\circ} 00' 15''$ East 40 .10 feet to the point of intersection of the South right of way line of 1st Avenue and the West right of way line of Kalmia Street, said point being the true point of beginning; thence South $0^{\circ} 00' 15''$ East along the Westerly right of way line of Kalmia Street, a distance of 97.46 feet; thence South $89^{\circ} 58' 45''$ West 120 .06 feet; thence North $0^{\circ} 03' 30''$ West to the Southerly right of way line of 1st Avenue, a distance of 99.01 feet; thence along said South right of way line South $89^{\circ} 17'$ East 120 .16 feet to the point of beginning, all in the City of Junction City, in Lane County, Oregon .

**FINAL ORDER OF THE JUNCTION CITY PLANNING COMMISSION
RAUSCHERT - KALMIA SUBDIVISION
PRELIMINARY SUBDIVISION APPROVAL (19-12-24-SUB)**

The Junction City Planning Commission finds the following:

1. On December 16, 2019, Jim and Toni Rauschert, property owners, submitted a Preliminary Subdivision application as authorized by Junction City Municipal Code (JCMC) Chapters 16.05.040(A) and 17.150.070(A)(2).
2. The Junction City Planning Commission held a meeting on January 15, 2020 in accordance with JCMC Chapters 16.05.040(D)(1) and 17.150.070(A)(2) and considered all material relevant to the Preliminary Subdivision application that has been submitted by the applicant, Staff, and the general public regarding this matter.
3. The applicant's proposed Preliminary Subdivision would create four (4) legal lots from one (1) existing legal lot located at Lane County Assessor's Map: 16-04-05-22, Tax lot: 04302.
4. JCMC 17.150.070(A)(2) sets forth procedure and notice requirements for Subdivisions, as follows:

“A. Each notice of hearing authorized by this section shall be published in a newspaper of general circulation in the city at least 10 days prior to the date of the hearing.

B. With the exception of Type IV applications, notice of hearing or contemplated land use action shall be mailed to the applicant and to all owners and abutting property owners, including owners of property which would be abutting if there were not intervening streets, of the property which is the subject of the notice. In addition, notice shall be provided to all owners of record of property on the most recent property tax assessment roll within 300 feet of the subject property. Notice shall be mailed at least 20 days before the date of the hearing or review.”

Public notice of the proposed Subdivision was advertised in the Register Guard on January 4, 2020, mailed to the owners and surrounding property owners on December 20, 2019, and posted to the Junction City website on January 2, 2020 consistent with JCMC Chapter 17.150.

5. The proposed Subdivision is consistent with the Junction City Municipal Code based on the following Findings and Conditions of Approval:

JCMC 16.05.040 – SUBDIVISIONS AND MAJOR PARTITIONS

A. Submitting Preliminary Plan

FINDING: The applicant has submitted a Preliminary Plan in accordance with this criterion. The 19-copy requirement has been waived based on the digital submittal. This criterion is met.

B. Preliminary Plan Requirements.

FINDING: The Preliminary Plan submitted by the applicant includes all pertinent information to the appropriate scale. The submitted Preliminary Plan was prepared by Lloyd L. Tolbert, P.L.S., an Oregon licensed land surveyor. The Kalmia subdivision name is included in the submitted Preliminary Plan. The submitted Preliminary Plan includes all relevant information listed under JCMC 16.05.040(B)(2). These criteria have been met.

C. Review of Preliminary Plan.

FINDING: The Secretary of the Planning Commission distributed all relevant materials to the Public Works Director in accordance with this standard. Requests for referral comments were sent to partner agencies on December 19, 2019 in accordance with the standard under subsection 2 of this section. Comments received are included in the application file. These criteria have been met.

D. Approval of Preliminary Plan.

FINDING: A hearing was held before the Junction City Planning Commission at the standing January 15, 2020 meeting where approvals were granted in accordance with this standard. Based on the findings stated within the Staff Report, the Planning Commission requirements stated during the initial review, and the Findings presented in this Final Order, Staff recommended approval of the proposed Preliminary Subdivision as stated in this Final Order. These criteria have been adequately addressed.

16.05.050 Platting and mapping standards

- A. Streets.**
- B. Alleys.**
- C. Blocks**

FINDING: No new Streets, Blocks, or Alleys are proposed or required with this application. Therefore, these criteria are not applicable.

- D. Perimeter Fences. Perimeter fences shall be required where rear yards abut an existing or planned street. The perimeter fence shall be sight-obscuring and at least five feet in height, and shall be set back at least three feet from the sidewalk or right-of-way. At least one deciduous shade tree (a minimum of two inches in caliper at planting) shall be provided for each 50 lineal feet of frontage. At the time of application review, the planning commission may also require additional subdivision perimeter fencing, retaining walls, or other perimeter treatment in order to address privacy, stormwater runoff, or other issues relating to compatibility with adjacent properties.**

FINDING: All existing fencing is in compliance with the above provision. The subject site is a corner lot in the southwestern corner of West 1st Avenue and SW Kalmia Street. West 1st Avenue is a Lane County owned and maintained facility, functionally classified as an Urban Major Collector. SW Kalmia Street is a Junction City owned and maintained facility classified as a Local Street in the *Junction City Transportation System Plan (2016)*, with a narrower right-of-way width. By definition (JCMC 16.05.020), the Front Lot Line is the line abutting Kalmia Street, as

it is the narrower of the two rights-of-way. Therefore, the Rear Lot Line is the westernmost lot line, abutting a residential property. Fencing along the frontage of West 1st Avenue is compliant with the fencing provisions listed at JCMC 17.95.020. Shade trees a minimum of two inches in caliper were planted in compliance with the above standard prior to Certificate of Occupancy for Junction City Land Use File #DEV-18-01 as referenced above.

E. Lots. Lot sizes in mobile home subdivisions shall conform to the provisions of Chapter 17.100 JCMC, Mobile Homes, rather than this subsection (E).

1. Size and Frontage.

a. General Requirements.

i. Width. Each lot shall have an average width between the lot side lines of not less than 60 feet. Each corner lot and each authorized key lot and butt lot shall have an average width between the lot side lines of not less than 65 feet.

ii. Depth. Each lot shall have an average depth between the lot front line and the lot rear line of not less than 80 feet and not more than two and one-half times the average width between the lot side lines. Each double frontage lot shall have an average depth between the lot front line and lot rear line of not less than 120 feet, unless a lesser depth is approved by the planning commission where necessitated by unusual topographic conditions.

iii. Area. Minimum lot area shall be in accord with requirements for the zoning district within which the lot is located.

iv. Frontage. Each lot shall have frontage of not less than 60 feet upon a street, except that a lot on the outer radius of a curved street or facing the circular end of a cul-de-sac shall have frontage of not less than 35 feet upon a street, measured on the arc.

v. Reverse Frontage.

(A) Lots that front on more than one street shall be required to locate motor vehicle accesses on the street with lower functional classification.

FINDING: As allowed by JCMC 17.20.040(B) for Townhomes (single-family attached or row houses), the minimum lot area shall be 2,500 square feet per unit. The minimum lot width at the front property line shall be 25 feet. All proposed lots are a minimum of 2,500 square feet or greater. Due to the definitions listed at JCMC 16.05.020 and the layout of the existing structure, meeting the 25-foot minimum width at the property line is not feasible. To the greatest extent possible, the applicant has adhered to the intent of the Code by meeting the minimum 25-foot lot width at the southern property line with lengths of 25 feet (Lot 4), 30 feet (Lot 1), and 32.53 feet (Lots 2 and 3).

FINDING: Lot widths along West 1st Avenue are shown at 21.25 feet (Lots 2 and 3), 36.09 feet (Lot 4), and 41.57 feet (Lot 1). Due to the required siting of the existing structure (height transition, setbacks, open space), driveway locations required by Chapter 17, and existing easement locations, meeting the 25-foot minimum width requirement along the northern property line is not feasible. The applicant respectfully requested the Planning Commission give consideration to these constraints when reviewing the intent of the Code as it relates to minimum lot widths. As such, this criterion has been adequately addressed.

(B) When a residential subdivision is proposed that would abut an arterial, it shall be designed to provide through lots along the arterial with access from a frontage road or interior local road. Access rights of these lots to the arterial shall be dedicated to the city and recorded with the deed (reserve strip). A berm or buffer yard may be required at the rear of through lots to buffer residences from traffic on the arterial. The berm or buffer yard shall not be located within the public right-of-way.

FINDING: The proposed subdivision does not abut an arterial street. Therefore, this criterion is not applicable.

b. Exceptions.

i. Partition or Subdivision Area Developed as a Unit. The planning commission may, in its discretion, authorize relaxation of the parcel or lot size and frontage requirements specified herein where the partitioner or subdivider presents a plan satisfactory to the planning commission whereby the entire partition or subdivision area will be designed and developed with provision for proper maintenance of recreation and park area which will be commonly available for recreation and park purposes to the residents of the partition or subdivision area, and which the planning commission determines will be of such benefit to said residents as is equal to that which would be derived from observance of the parcel or lot size and frontage requirements otherwise specified, and will be in accordance with the purpose of this chapter.

ii. Land Zoned for Commercial or Industrial Use. The planning commission may, in its discretion, authorize relaxation of the parcel or lot size and frontage requirements specified herein in the case of land zoned for commercial use, where such relaxation is necessary in consideration of the suitability of the land for such use, and in accordance with the purpose of this chapter.

iii. Parcel or Lot Retained for Future Partition or Subdivision. The planning commission may, in its discretion, waive parcel or lot frontage requirements where, in its judgment, a parcel or lot should and will be retained by the partitioner or subdivider, and future partition or subdivision of such parcel or lot will be the highest and best use thereof, and such use will be best protected by the creation of a reserve strip separating such parcel or lot from any street.

FINDING: The applicant is not seeking an Exception under these criteria. Therefore, they are not applicable.

2. Key Parcels or Lots and Butt Parcels or Lots. There shall be no key parcels or lots nor butt parcels or lots, except where authorized by the planning commission where such parcels or lots are necessitated by unusual topographic conditions or previous adjacent layout.

FINDING: No Key or Butt Lots are proposed as part of this Preliminary Plan lot layout. However, an approval of the proposed layout would create a Butt Lot for the adjacent parcel to the south, as four (4) new lots would abut the Side Lot Line of Tax Lot 4310 (155 SW Kalmia Street). The applicant requested Planning Commission authorization for the creation of the single Butt Lot due to the unusual conditions associated with the corner lot and the layout of the built environment. Currently, the site is fully constructed as a Multifamily Residential Dwelling (as allowed by the Multifamily Residential (R3) zoning) with the driveway and parking areas located along the southern boundary line. As such, a shared access and maintenance agreement will be required as part of this Subdivision application, preventing any additional fencing, structures, or private areas along the southern boundary or bisecting the site. The required Shared Access, Utility, and Maintenance Easement (conditioned below) will ensure the four (4) proposed lots maintain the appearance of a single lot along the southern boundary, alleviating the privacy and maintenance concerns associated with Key and Butt Lots. As such, this criterion has been addressed.

- 3. Parcel and Lot Side Lines. As far as is practicable, parcel and lot side lines shall run at right angles to the street upon which the parcels or lots face, except that on curved streets they shall be radial to the curve.**

FINDING: As far as practical, all proposed lot lines run at right angles to both West 1st Avenue and SW Kalmia Street. Therefore, this standard is met.

- 4. Suitability for Intended Use. All parcels and lots shall be suitable for the purpose for which they are intended to be used. No parcel or lot shall be of such size or design as to be detrimental to the health, safety, or sanitary needs of the residents of the partition or subdivision area or of such parcel or lot, as determined by the planning commission in accordance with the purpose of this chapter.**

FINDING Minimum lot areas for Townhomes as required by JCMC 17.20.040 have been met with all proposed lots at or greater than 2,500 square feet. All private open space areas are in compliance with relevant health, safety, and sanitary standards. Vision clearance areas have been preserved to maintain pedestrian and traffic compliance with the JCMC. Therefore, this standard has been met.

5. **Future Partitioning or Subdivision of Parcels or Lots.** Where the partition or subdivision will result in a parcel or lot one-half acre or larger in size which, in the judgment of the planning commission, is likely to be partitioned or subdivided in the future, the planning commission may require that the location of parcel or lot lines and other details of layout be such that future partition or subdivision may readily be made without violating the requirements of this chapter and without interfering with orderly extension of adjacent streets. Any restriction of buildings within future street locations shall be made a matter of record, if the planning commission deems it necessary for the purpose of future subdivision.

FINDING Post division, no parcel or lot will be one-half acre or larger in size. Therefore, this criterion is not applicable.

6. **Panhandle Lots.** Panhandle lot configurations shall not be utilized in new subdivisions. The planning commission may authorize exceptions from frontage requirements for panhandle lots in the R1 and R2 zones only in established neighborhoods; provided, that the following standards, applicable to all panhandle lots, are met:

FINDING No panhandle lots are proposed with this application. Therefore, the standards listed under JCMC 16.05.050(E)(6) are not applicable.

- F. **Drainage.** Where land in the partition or subdivision area is or will be periodically subject to accumulations of surface water or is traversed by any water course, channel, stream or creek, the planning commission may require the partitioner or subdivider to provide for adequate unrestricted drainage over drainage land by dedicating to the public easements therefor approved by the planning commission as adequate for the drainage needs of the area; or, where necessary, in the judgment of the planning commission, for protection of such needs, by conveying ownership of such drainage land for drainage purposes to the city.

FINDING All recent building permit and land use approvals associated with the site (Building Permit# 467-18-000088-STR, Land Use File# DEV-18-01) have addressed Floodplain, Wetland, and Stormwater related issues. An existing 20-foot Public Utility Easement for Stormwater runs along the western boundary of the site, collecting and conveying all on-site surface runoff to and through the public system. No additional impervious areas are proposed as part of this Preliminary Subdivision application. No areas of substantial surface water, water courses, channels, streams, or creeks exist on the site. Therefore, this criterion has been adequately addressed.

G. Railroads.

FINDING The subject site is not located adjacent to an existing or planned railroad facility. Therefore, this criterion is not applicable.

H. Partial Development. Where the partition or subdivision area includes only a part of the tract owned by the partitioner or subdivider, the planning commission may require a sketch of a tentative layout of streets in the remainder of said tract.

FINDING The Preliminary Plan includes the entirety of the lot area. No partial areas remain post division. Therefore, this standard is not applicable.

I. Recreational Area. The planning commission, after council approval first having been obtained, may require, as a condition of approval of the subdivision, either:

1. The dedication of land for park and recreational purpose of an amount equal to a ratio of not less than one acre of recreational area to every 100 people of the ultimate population in the subdivision; or
2. The payment to the city of a sum as established by the resolution adopting park systems development charges for each living unit permitted to be constructed within the subdivision. Payment of the charge shall be made at the time the building permit for construction of each living unit is issued by the city. The amount of the charge shall be that prescribed in the parks systems development resolution in effect at the time the individual permit is issued.

In exercising the discretion of requiring the dedication of land or the payment of money, the commission shall consider recreational needs of the ultimate population of the subdivision and the extent to which a dedication of land under the above rate would fulfill those needs.

All moneys received from the above provision shall be deposited in the recreational reserve area fund and shall be expended from that fund for the purpose of purchasing recreational land and making improvements thereof.

FINDING Four (4) new Townhome lots are proposed with this Subdivision application. Based on the 2.43 persons average per single dwelling unit (*p. 90, Comprehensive Plan, 2012*), a total of 10 individuals are anticipated to reside in the subdivision, far fewer than the 100 persons threshold for park dedication as listed above. All Service Development Charges associated with the existing multifamily residential development were paid at the time of Building Permit issuance. Therefore, this standard has been met.

J. Building Lots Filled. All building lots shall be filled in accordance with accepted engineering practice. All fill shall be placed in accordance with Chapter 70 of the Oregon Structural, Specialty and Fire and Life Safety Code.

K. Finish Floor Elevations. Finish floor elevations shall be established for all buildings on the final plat in accordance with elevations established by and for the city of Junction City.

L. Utility Access. All accesses to utilities are to be brought to finish grade.

FINDING: The site is fully developed with an existing multifamily residential structure. As part of the Building Permit process, all fill, finish floor elevations, and utility access designs associated with the construction were required to show compliance with the above standards. A Certificate of Occupancy was issued on September 13, 2018, ensuring compliance with the relevant

standards. Therefore, the criteria listed under JCMC 16.05.050(J through L) have been adequately addressed.

16.05.060 Improvements.

FINDING: All on-site improvements were addressed as part of Junction City Land Use File# DEV-18-01. Therefore, the standards listed under JCMC 16.05.060 have been met.

JCMC 17.20 – MULTIPLE-FAMILY RESIDENTIAL ZONE (R3)

17.20.120 Townhome (single-family attached/rowhouses) supplemental standards. All townhomes shall comply with the following standards (see also Appendix A, Diagram 8):

- A. The maximum number and width of consecutively attached units shall not exceed five or 140 feet (from end wall to end wall), whichever is less.**

FINDING: The submitted Preliminary Plan shows a total of four (4) units at a length of approximately 100 feet. Therefore, this criterion is met.

- B. Townhomes shall receive vehicle access from a rear alley whenever possible. Alley(s) shall be created at the time of subdivision approval. Alleys are not required when existing development patterns make construction of alleys impractical.**

FINDING: The site is fully constructed with access from SW Kalmia Street to benefit all four (4) lots post division. No alleys are proposed and none shall be required based on the present configuration of the site. This criterion has been adequately addressed.

- C. Townhomes receiving access directly from a public or private street shall comply with all of the following standards in order to minimize interruption of adjacent sidewalks by driveway entrances and improve appearance of the streets:**

- 1. The maximum allowable driveway width facing the street is 12 feet per dwelling unit.**

FINDING: The existing 20-foot-wide driveway accesses SW Kalmia Street to the east and provides adequate access to the fully developed site. No additional driveways are proposed with this Preliminary Plan.

- 2. Two adjacent garages shall share one driveway when individual driveways would otherwise be separated by less than 20 feet.**

FINDING: Lots 1 and 2, as well as Lots 3 and 4, share driveways in accordance with this standard. A shared access easement shall be prepared and submitted to the City for approval prior to approval of the Final Plat.

- 3. The maximum combined garage width per unit is 50 percent of the total unit width. For example, a 26-foot-wide unit may have one 13-foot-wide recessed garage facing the street.**

FINDING: This standard has been met as part of Junction City Land Use File# DEV-18-01. No new development is proposed as part of this Preliminary Plan. Therefore, this standard is not applicable.

- D. Common areas (e.g., landscaping in private tracts, shared driveways, private alleys, lawns, play areas, and similar uses) shall be maintained by a homeowners' association or other legal entity. A homeowners' association may also be responsible for exterior building maintenance and roof replacement. A copy of any applicable covenants, restrictions and conditions shall be recorded and provided to the city prior to building permit approval. [Ord. 1242 § 1 (Exh. A), 2016; Ord. 1116 § 1, 2003; Ord. 950 § 26D, 1991.]**

FINDING: The applicant has not indicated how shared areas will be maintained, nor how exterior building maintenance and roof replacements will be conducted. Therefore, the following Conditions are warranted:

CONDITIONS:

- The applicant shall prepare a Shared Access, Utility, and Maintenance Easement satisfactory to the City for the existing shared driveway and parking areas prior to approval of the Final Plat. The required Shared Access, Utility, and Maintenance Easement shall be recorded with the Final Plat.
- The applicant shall prepare the necessary legal documents satisfactory to the City in compliance with JCMC 17.20.120(D) regarding shared building maintenance and replacement prior to approval of the Final Plat. The required Covenants, Conditions and Restrictions shall be recorded with the Final Plat.

SUMMARY AND CONCLUSION

Based on the Findings and Conditions set forth above, the Preliminary Plan complies with the Junction City Municipal Code.

Signature: _____

Alicia Beymer, Chairperson of the Junction City Planning Commission

Approval Date: _____

**PROPOSED FINAL ORDER OF THE JUNCTION CITY PLANNING COMMISSION
RAUSCHERT – KALMIA SUBDIVISION
FINAL SUBDIVISION PLAT APPROVAL (SUB-20-09)**

The Junction City Planning Commission finds the following:

1. On December 16, 2019, Jim and Toni Rauschert, property owners, submitted a Preliminary Subdivision application as authorized by Junction City Municipal Code (JCMC) Chapters 16.05.040(A) and 17.150.070(A)(2).
2. The Junction City Planning Commission held a meeting on January 15, 2020 in accordance with JCMC Chapters 16.05.040(D)(1) and 17.150.070(A)(2) and considered all material relevant to the Preliminary Subdivision application that has been submitted by the applicant, Staff, and the general public regarding this matter.
3. The applicant's proposed Preliminary Subdivision created four (4) legal lots from one (1) existing legal lot located at Lane County Assessor's Map: 16-04-05-22, Tax lot: 04302.
4. The Junction City Planning Commission held a meeting on April 15, 2020 in accordance with JCMC Chapters 16.05.040(D)(1) and 17.150.070(A)(1) and considered all material relevant to the Preliminary Subdivision application that has been submitted by the applicant, Staff, and the general public regarding this matter.
5. The submitted Subdivision Final Plat is consistent with the Junction City Municipal Code and Planning Commission Conditions of Approval (19-12-24 SUB) based on the following Findings:

JCMC 16.05.040 – SUBDIVISIONS AND MAJOR PARTITIONS

E. Submitting Final Major Partition Map and Subdivision Plat.

1. Time for Submitting. A final map or plat shall be submitted by the partitioner or subdivider to the secretary of the planning commission for a major partition or subdivision or any phase prior to the expiration of the tentative plan approval, together with three additional copies of the final plat. No plat or map may be submitted for planning commission consideration and approval unless a preliminary plan for the subdivision or major partition area described thereon has theretofore been duly submitted by such partitioner or subdivider and approved by the planning commission, as provided by this title.

FINDING: The Planning Commission Conditionally Approved the Preliminary Plat at the standing January 15, 2020 meeting. The Final Plat has been submitted by the applicant prior to the January 15, 2021 expiration date. These criteria have been met.

2. Materials to Accompany Final Map or Plat.

a. Traverse Computation Sheets. The registered engineer or licensed land surveyor signing the surveyor's affidavit of the map or plat shall submit

traverse computation sheets for the use of the county surveyor in checking the map or plat, which sheets shall include the calculation of each course distance by latitude and departure of all the boundary lines and of all parcel and lot lines in the major partition or subdivision area, and for all boundaries and all parcels and lots in the map or plat which are not completely rectangular in shape. Each course and distance, and each latitude and departure, shall be tabulated on the traverse computation sheet in the proper order to show the closure limits of each area; and rectangular coordinates of every angle point shall be extended and shown from a single meridian and from a single point of origin.

b. Deed Restrictions. A copy of all protective deed restrictions proposed for the major partition or subdivision area shall also accompany the map or plan.

FINDING: The applicant has submitted the Traverse Computation Sheets and Deed Restrictions as required by the Planning Commission Conditions of Approval. These criteria have been met.

PLANNING COMMISSION CONDITIONS OF APPROVAL

- The applicant shall prepare a Shared Access, Utility, and Maintenance Easement satisfactory to the City for the existing shared driveway and parking areas prior to approval of the Final Plat. The required Shared Access, Utility, and Maintenance Easement shall be recorded with the Final Plat.

FINDING: A Shared Access, Utility, and Maintenance Easement satisfactory to the City for the existing shared driveway and parking areas has been submitted by the applicant and is included in this packet as Attachment A

- The applicant shall prepare the necessary legal documents satisfactory to the City in compliance with JCMC 17.20.120(D) regarding shared building maintenance and replacement prior to approval of the Final Plat. The required Covenants, Conditions and Restrictions shall be recorded with the Final Plat.

FINDING: The applicant has submitted documentation in compliance with the above condition and is included in the packet as Attachment A. All submitted legal documents will be recorded with the Final Plan as required.

SUMMARY AND CONCLUSION

Based on the Findings and Conditions set forth above, the Preliminary Plan complies with the Junction City Municipal Code and Planning Commission Conditions of Approval.

Signature: _____

Jeff Haag, Vice-Chair of the Junction City Planning Commission

Approval Date: _____



PLANNING COMMISSION

AGENDA FORECASTER

Last 10-04-19 by J. Knope

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Draft Meeting Agenda - May 20, 2020 _____ 5

2020 Planning Commission Meeting Calendar _____ 6

CURRENT BUSINESS ITEMS

Current Business Items

<u>Item</u>	Final Subdivision Plat (19-12-24-SUB) Kalmia
<u>Requested By</u>	Applicant
<u>Date Last at Planning Commission</u>	January 15, 2020 (Preliminary Plat)
<u>Current Agenda Item Number</u>	5
<u>Item Description</u>	Final Subdivision Plat request to divide one lot into four legal conforming lots.
<u>Current Status/Update.</u>	Application Submittal for Final Plat approval.

PENDING BUSINESS ITEMS

Pending Business Items

Item Preliminary Major Partition (MP-20-10) Edwards
Requested By Applicant
Date Last at Planning Commission **First Appearance**
Item Description Request for partition of single lot into three parcels
Current Status/Update. New application.

Item Major Variance: VAR-20-07, 722 Elm St
Requested By Applicant
Date Last at Planning Commission **First Appearance**
Item Description Request of variance to JCMC 17.10.010(G)(6)
Current Status/Update. New application.

Item Preliminary Minor Partition: MP-20-11, 722 W 3rd
Requested By City
Date Last at Planning Commission **First Appearance**
Item Description Request for partition of a single lot into two parcels
Current Status/Update. New application

Item Commission Office Elections
Requested By Per PC By-Laws
Date Last at Planning Commission **December 18, 2019**
Item Description Commission Officer Elections
Current Status/Update. Annual elections

Item Filing Unexpired Commission Terms
Requested By Planning Commission
Date Last at Planning Commission **December 18, 2019**
Item Description Discussion: filling unexpired-term Commission vacancies
Current Status/Update. Follow up to previous Commission discussion

FUTURE BUSINESS ITEMS

Future Business Items

Item Planning Commission Training Follow-Up

Requested By Applicant

Item Description Q & A Follow-Up to October 2019 Training with City Attorney

Item Zoning Code Updates

Requested By Staff

Item Description Updates to zoning code related to mobile food carts, and Flood Hazard Areas

DRAFT MEETING AGENDA – MAY 20, 2020

Draft Meeting Agenda – May 20, 2020

A G E N D A

PLANNING COMMISSION MEETING

City of Junction City

680 Greenwood Street

Wednesday, May 20, 2020

6:30 P.M.

(*Estimated Time*)

1. Call to Order and Pledge of Allegiance
2. Changes to the Agenda
3. Public Comment (for items not already on the agenda)
4. Approval of Minutes
5. Preliminary Major Partition (MP-20-10) Edwards Partition
6. Public Hearing: VAR-20-07, 722 Elm St
7. Public Hearing: MP-20-11 755 Maple St
8. Commissioner Elections
9. Discussion: Filling of Commission Vacancies
10. Planning Commission Agenda Forecaster
11. Commissioner Comments
12. Adjournment

PLANNING COMMISSION CALENDAR - 2020

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

October						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

May						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
S	M	T	W	T	F	S
						1
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

March						
S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

September						
S	M	T	W	T	F	S
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

 PC Meeting

 PC Packets Distributed

 Holiday

 1/2 Day Holiday