



PRELIMINARY TITLE REPORT

CASCADE ESCROW
ATTN: KELCIE BELL
4750 VILLAGE PLAZA LOOP, SUITE 100
EUGENE, OR 97401

March 28, 2025
Report No: 0347424
Your No: VP25-0292
Seller: CARDANI REVOCABLE TRUST
Buyer: TO COME

PRELIMINARY REPORT FOR:

Owner's Standard Policy \$T/C

PREMIUMS:

Owner's Standard Premium	\$T/C
Gov. Lien/Inspect Fee	\$35.00
Temporary Billing	\$225.00

We are prepared to issue 2021 (7/1/2021) 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:

Lots 421 and 422, SOMERSET HILLS VIII, as platted and recorded in File 73, Slides 78, 79, and 80, Lane County Oregon Plat Records, in Lane County, Oregon.

Vestee:

CHRISTOPHER L. CARDANI AND SHERYL K. CARDANI,
trustees of the
CARDANI REVOCABLE TRUST
dated March 28, 2024

Estate: FEE SIMPLE

DATED AS OF: MARCH 14, 2025 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

675 OAK STREET, SUITE 100
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 (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject 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. Liens, if any, for any assessments by Homeowners Association for Plat of Somerset Hills VIII, recorded in Reception No. [f073 s078](#), Lane County Oregon Plat Records.
7. Rights of the public in and to that portion lying within roads.
8. Memorandum of Planned Unit Development Agreement, including the terms and provisions thereof, with the City of Eugene, recorded August 7, 1978, Reception No. [1978-053644](#), Lane County Official Records.
9. Easements, notes, conditions, restrictions and dedications as shown, set forth, and/or delineated on the recorded Plat of Somerset Hills VIII, recorded in Reception No. [f073 s078](#), Lane County Oregon Plat Records.
10. Covenants, conditions, restrictions and easements, including the terms and provisions thereof, (but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, gender identity, familial status, marital status, disability, handicap, national origin, ancestry, source of income, or other legally protected classes as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law) in Declaration recorded October 26, 1978, Reception No. [1978-071773](#), and First Amendment of Declaration as set forth in instrument recorded November 29, 1985, Reception No. [1985-043171](#), Lane County Official Records.
11. 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.
12. The terms, provisions, rights of the beneficiaries, and powers of the Trustee under the Cardani Revocable Trust dated March 28, 2024, and any amendments thereto, under which the vestee herein holds title. **An adequate Certification of Trust must be furnished for our examination.**

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

3870 Ashford Drive
Eugene, OR 97405

NOTE: Taxes, Account No. 1256500, Assessor's Map No. [18 04 10 1 1, #4600](#), Code 4-00, 2024-2025, in the amount of \$7,502.15, 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.

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 April 8, 2024, Reception No. [2024-009316](#), Lane County Deeds and Records.

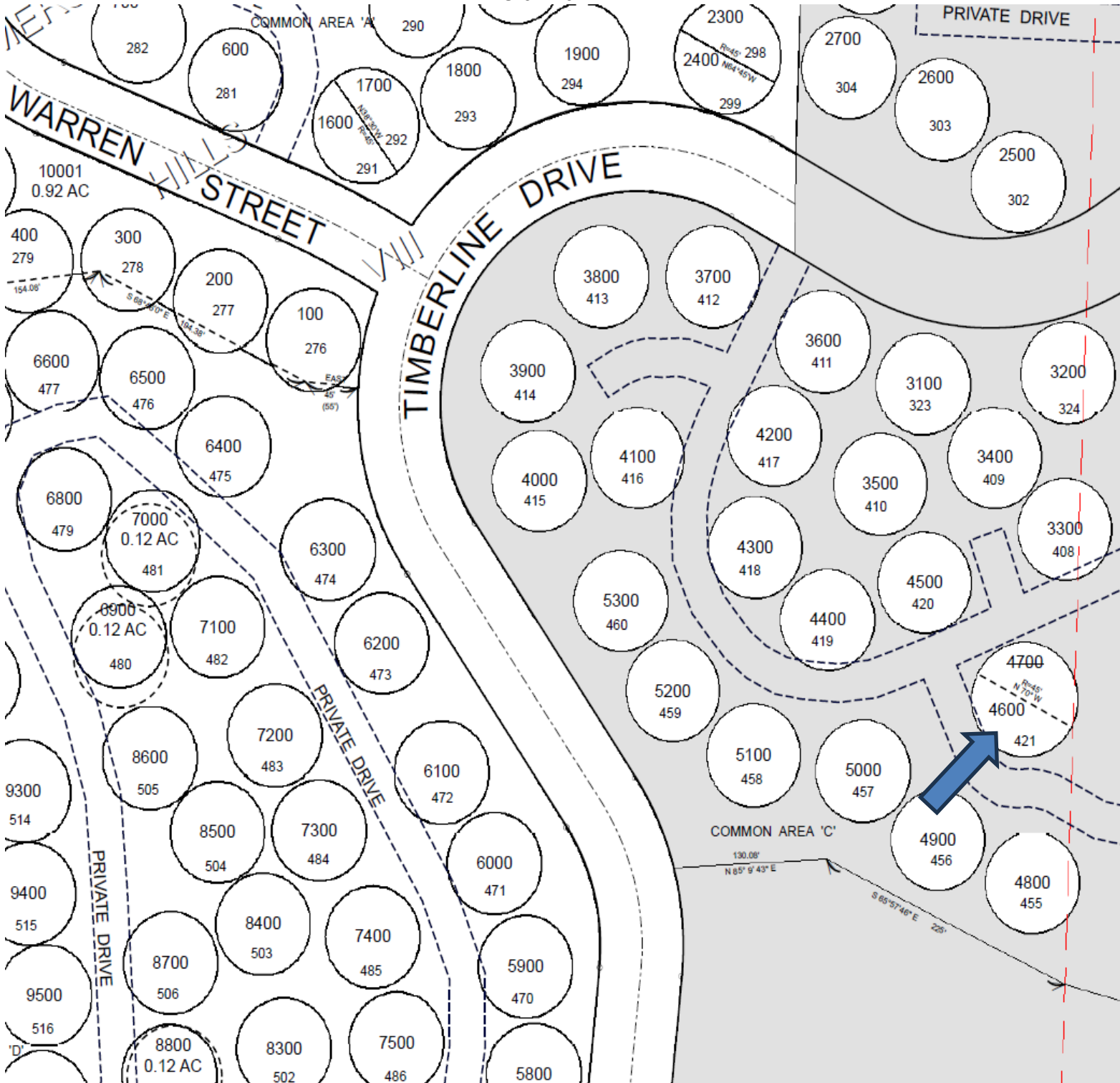
This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

Cascade Title Co.

ec/rh: Title Officer: TYLER YORK

CASCADE TITLE CO.

MAP NO.
18-04-10-11



THIS MAP/PLAT IS BEING FURNISHED AS AN AID IN LOCATING THE HEREIN DESCRIBED LAND IN RELATION TO ADJOINING STREETS, NATURAL BOUNDARIES AND OTHER LAND, AND IS NOT A SURVEY OF THE LAND DEPICTED. EXCEPT TO THE EXTENT A POLICY OF TITLE INSURANCE IS EXPRESSLY MODIFIED BY ENDORSEMENT, IF ANY, THE COMPANY DOES NOT INSURE DIMENSIONS, DISTANCES, LOCATION OF EASEMENTS, ACREAGE OR OTHER MATTERS SHOWN THEREON.

FILE 73 SLIDE 78

State of Oregon ss
County of Coos
I, Don E. Stearn, being duly sworn on oath,
depose and say that this is a true and copy of
the final audit of same.

Don E. Stearn

Subscribed and sworn to before me
this 7th day of July, 1978.

P

Richard D. Evans
25 Dec 1938

Subscribed and sworn to before me this 11th day of May, 1978.

CASCADE TITLE COMPANY, TRUSTEE
I had McPherson - Vice Pres
Oliver R. Hulbert - Secretary

My Commission Expires: March 4, 1981



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Donn E. Stemma

OREGON
JULY 9, 1988
DONN E. STEMMA
715

Theodore A. Essner
THEODORE A. ESSNER
NOTARY PUBLIC-ORIGIN
My Commission Expires 26 June '88

[illegible]

John Porter 7-10-78
Director of Planning

Commissioner

Release of V-1
 Release of information, dated 9-11-78
 Comm 55 TONER
 Comm 55 TONER
 Comm 55 TONER
 Comm 55 TONER

Commissioner

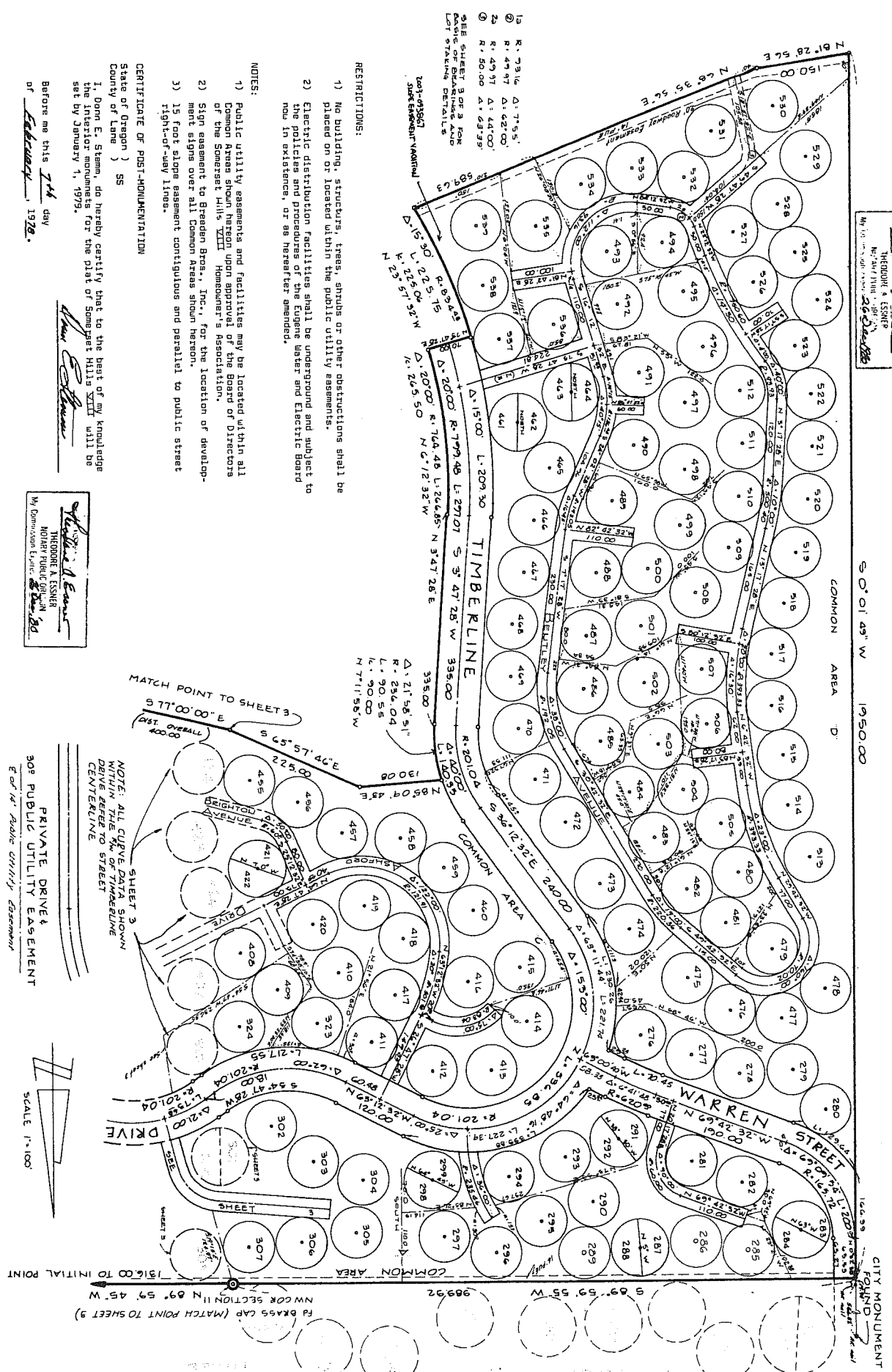
State of Oregon ss
County of Lane ss
I, Don E. Stamm, being duly sworn, depose and say that I am the owner of the above described property and that the same is owned by me or my heirs, assigns and assigns forever.
The first day of May, 1979.
Don E. Stamm
Subscribed and sworn to before me this 1st day of May, 1979.
Theodore A. Essner
Notary Public for Oregon
My Comm. Exp. 12-31-80

SOMERSET HILLS VIII

SECTIONS 10&11, T18S, R4W, W.M.

EUGENE, LANE COUNTY, OREGON

FILED
4-11-1978
FILE 73 SLIDE 79
DATE
BY THE COUNTY CLERK & RECORDS
DEPUTY
Theresa Brown



RESTRICTIONS:

- 1) No building, structure, trees, shrubs or other obstructions shall be placed on or located within the public utility easements.
- 2) Electric distribution facilities shall be underground and subject to the policies and procedures of the Eugene Water and Electric Board now in existence, or as hereafter amended.

NOTES:

- 1) Public utility easements and facilities may be located within all Common Areas shown hereon upon approval of the Board of Directors of the Somerset Hills VIII Homeowner's Association.
- 2) Sign easement to Bredan Bros., Inc., for the location of development signs over all Common Areas shown hereon.
- 3) 15 foot slope easement contiguous and parallel to public street right-of-way lines.

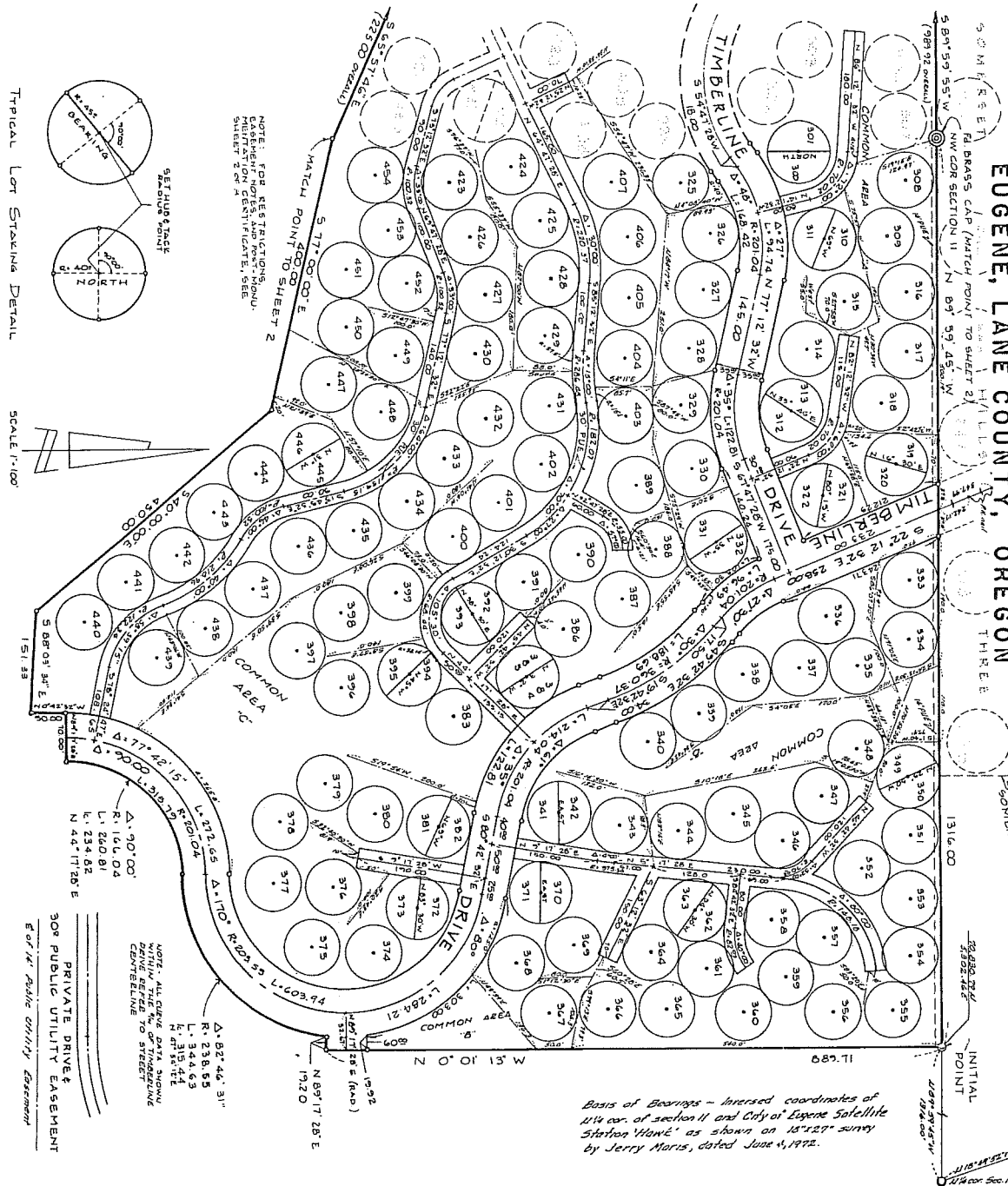
CERTIFICATE OF POST-MONUMENTATION
State of Oregon) SS
County of Lane)
I, Don E. Stamm, do hereby certify that to the best of my knowledge the interior monuments for the plat of Somerset Hills VIII will be set by January 1, 1979.
Before me this 7th day of February, 1979.
Don E. Stamm
Theodore A. Essner
Notary Public for Oregon
My Commission Expires 12-31-80

DATE 7-17-1978
LABOR COUNTY CLERK & RECORDER
OF CONVEYANCES
DEPUTY Charles H. [Signature]

THEODORE A. LECHNER
10125 FLORENCE AVE.
LOS ANGELES 26, CALIF. 90045

SOMERSET HILLS VIII
SECTIONS 10 & 11, T18S, R 4W, W.M.

EUGENE, LANE COUNTY, OREGON



*Basis of Bearings - Inversed coordinates of
N1/4 cor. of section 11 and City of Eugene Satellite
Station 'Haw' as shown on 15"x27" survey
by Jerry Morris, dated June 4, 1972.*

TYPICAL LOT STAKING DETAIL

SCALE 1"=100'

SHEET 3 OF 3

FILED
DATE August 20th
LAST CHECKED Sept 2 RECORDS
OF COUNTY CLERK
DEPUTY Thos H Brown

FILE 73
SECT 10
SLIDE 7

STATE OF OREGON }
COUNTY OF LANE } ss

[illegible]

John C. Johnson

Know all men by these presents that Cascade Title Company, Trustee, an Oregon Corporation, is the Owner of the above described property, and that said Corporation caused the same to be subdivided and platted as shown, and does hereby dedicate to the public, forever, all streets and easements as shown.

CASCADE TITLE COMPANY, TRUSTEE

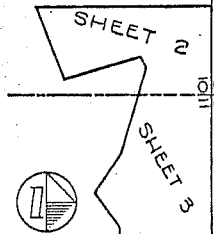
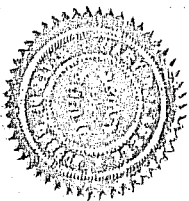
Stud McPherson - Vice Pres
Oliver R. Hubbard - Secretary

STATE OF OREGON }
COUNTY OF LANE }
SS

Be it remembered that on this 11th day of May, 1978, three persons appeared before me, a Notary Public in and for the within County and State, the above named SEAN McMANUS and DORIS J. GILBERT and one being duly sworn, say that they are Vice-President and Secretary respectively, of Cascade Title Company, and Oregon Corporation, that the foregoing instrument was signed in behalf of said Corporation by the above named officers and acknowledged said instrument to be their voluntary act and deed.

In witness whereof, I hereunto set my hand and official seal, 4 01

Official seal - *Marshall*
Notary Public for Oregon
My Commission Expires: *March 4, 1981*



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Donn E. Stearn

OREGON
JULY 1, 1988
DONN E. STEARN
715

Theodore A. Essner
THEODORE A. ESSNER
NOTARY PUBLIC - OREGON
My Commission Expires 26 Nov '80

LOT #	NORTH	EAST	LOT #	NORTH	EAST	LOT #	NORTH	EAST	LOT #	NORTH	EAST
276	704.39.0	3337.0	351	707.03.0	4909.0	420	702.30.0	3775.0	485	699.69.0	3399.0
277	704.39.0	3528.0	351	707.06.0	4995.0	420	702.30.0	3865.0	485	699.69.0	3422.0
278	705.00.0	3179.0	352	707.16.0	5042.0	421	701.72.0	3914.0	487	697.00.0	3419.0
279	704.96.0	3093.0	353	707.22.0	5042.0	421	701.72.0	4006.0	488	697.00.0	3419.0
280	705.56.0	3591.5	354	707.28.0	5170.0	424	702.10.0	4023.0	489	695.96.0	3377.0
281	704.41.0	3356.0	355	707.28.0	5251.0	425	702.29.0	4103.0	490	694.97.0	3341.0
282	705.75.0	3178.0	356	708.74.0	5152.0	427	701.30.0	4127.0	491	697.23.0	3333.0
283/284	707.49.0	3308.5	357	708.61.0	5142.0	427	701.30.0	4211.0	492	692.73.0	3366.0
285	707.78.0	3185.0	358	708.06.0	5113.0	428	701.30.0	4270.0	493	691.50.0	3383.0
286	707.77.0	3249.0	359	708.04.0	5203.0	430	701.56.0	4295.0	494	691.50.0	3383.0
287/288	707.78.0	3340.0	360	708.51.0	5253.0	431	702.82.0	4370.0	495	693.40.0	3261.0
289	707.78.0	3442.0	361	709.01.0	5301.0	432	701.17.0	4439.0	497	693.40.0	3261.0
290	708.00.0	3371.0	362	709.01.0	5163.0	433	701.17.0	4503.0	498	698.52.0	3274.0
291	708.32.0	3456.0	363	709.29.0	5156.0	434	701.17.0	4572.0	499	698.52.0	3321.0
294	708.63.0	3467.0	366	709.54.0	5251.0	435	699.89.0	4572.0	500	697.26.0	3311.0
295	707.32.0	3495.0	367	709.54.0	5178.0	436	698.30.0	4633.0	502	696.97.0	3327.0
296	707.88.0	3369.0	368	709.54.0	5152.0	438	697.50.0	4633.0	502	696.97.0	3327.0
297	707.93.0	3551.0	369	709.54.0	5078.0	440	696.36.0	4622.0	505	697.33.0	3235.0
298/299	706.67.5	3467.0	370/371	709.67.0	5097.0	440	696.36.0	4732.0	504	700.47.0	3265.0
300/301	705.81.0	4005.0	372/373	709.67.0	5156.0	443	695.93.5	4633.0	505	701.03.0	3206.0
302	705.81.0	3925.0	374	709.67.0	5156.0	442	695.93.5	4622.0	507	696.34.0	3229.0
303	706.57.0	3385.0	375	709.67.0	5156.0	442	695.93.5	4522.0	509	696.34.0	3229.0
304	707.49.0	3779.0	376	709.67.0	5056.0	443	695.93.5	4522.0	509	696.34.0	3229.0
305	707.49.0	3779.0	377	709.67.0	5056.0	443	695.93.5	4522.0	509	696.34.0	3229.0
306	707.65.0	3878.0	378	709.67.0	4970.0	445/446	699.92.0	4446.0	510	694.95.0	3127.0
307	707.73.0	3961.0	379	709.67.0	4913.0	447	699.92.0	4446.0	511	694.95.0	3127.0
308	707.85.0	4047.0	380	709.67.0	4960.0	448	700.09.0	4377.0	512	694.11.0	3173.0
309	707.95.0	4129.0	381/382	709.67.0	4980.0	449	700.09.0	4377.0	512	694.11.0	3173.0
310/311	705.61.0	4133.0	383	701.20.0	4980.0	450	699.92.0	4258.0	514	700.73.0	3107.0
312/313	706.16.0	4380.0	384/385	702.29.0	4762.0	450	699.92.0	4258.0	514	700.73.0	3107.0
314	706.94.0	4223.0	386	702.83.0	4692.0	451	697.30.0	4172.0	516	699.93.0	3112.0
315	706.94.0	4223.0	387	702.83.0	4692.0	452	697.30.0	4172.0	516	699.93.0	3112.0
316	707.03.0	4210.0	388	703.16.0	4580.0	452	700.12.0	4113.0	517	699.30.0	3123.0
317	707.03.0	4210.0	388	703.16.0	4580.0	452	700.12.0	4113.0	517	699.30.0	3123.0
318/319	707.48.0	4235.0	389	703.96.0	4556.0	455	700.33.0	3955.0	518	687.70.0	3103.0
320/321	707.81.0	4423.0	390	704.36.0	4556.0	455	700.33.0	3955.0	518	687.70.0	3103.0
322/323	708.61.0	4802.0	392/293	701.36.0	4637.0	454	701.13.0	3808.0	520	694.17.0	3058.0
324	709.16.0	3971.0	393/395	701.58.0	4759.0	459	701.22.0	3716.0	521	694.17.0	3058.0
325	709.56.0	4050.0	396	701.58.0	4779.0	460	702.29.0	3646.0	524	692.47.0	3064.0
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331/332	709.56.0	4050.0	397	701.58.0	4779.0	460	702.29.0	3646.0	524	692.47.0	3064.0
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361/362	709.56.0	4050.0	397	701.58.0	4779.0	460	702.29.0	3646.0	524	692.47.0	3064.0
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367	709.56.0	4050.0	397	701.58.0	4779.0	460	702.29.0	3646.0	524	692.47.0	3064.0
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370	709.56.0	4050.0	397	701.58.0	4779.0	460	702.29.0	3646.0	524	692.47.0	3064.0
371	709.56.0	4050.0	397	701.58.0	4779.0	460	702.29.0	3646.0	524	692.47.0	3064.0
372	709.56.0	4050.0	397	701.58.0	4779.0	460	702.29.0	3646.0	524	692.47.0	3064.0
373	709.56.0	4050.0	397	701.58.0	4779.0	460	702.29.0	3646.0	524	692.47.0	3064.0
374	709.56.0	4050.0	397	701.58.0	4779.0	460	702.29.0	3646.0	524	692.47.0	3064.0
375	709.56.0	4050.0	397	701.58.0	4779.0	460	702.29.0	3646.0	524	692.47.0	3064.0
376	709.56.0	4050.0	397	701.58.0	4779.0	460	702.29.0	3646.0	524	692.47.0	3064.0
377	709.56.0	4050.0	397	701.58.0	4779.0	460	702.29.0	3646.0	524	692.47.0	3064.0
378	709.56.0	4050.0	397	701.58.0	4779.0	460	702.29.0	3646.0	524	692.47.0	3064.0
379	709.56.0	4050.0	397	701.58.0	4779.0	460	702.29.0	3646.0	524	692.47.0	3064.0
380	709.56.0	4050.0	397	701.58.0	4779.0	460	702.29.0	3646.0	524	692.47.0	3064.0
381	709.56.0	4050.0	397	701.58.0	4779.0	460	702.29.0	3646.0	524	692.47.0	3064.0
382	709.56.0	4050.0	397	701.58.0	4779.0	460	702.29				

Total Platted Area = 66.90 Acres +

CITY OF EUGEN

John Foster 7-10-72
Director of Planning

City Engineer

LAKE COUNTY

~~Referred to Division Director 7-11-78~~
ASSASSIN

Commissione

21-11-1947.
Commissioner
Mr. B. V. D. V. D. V.
Commissioner

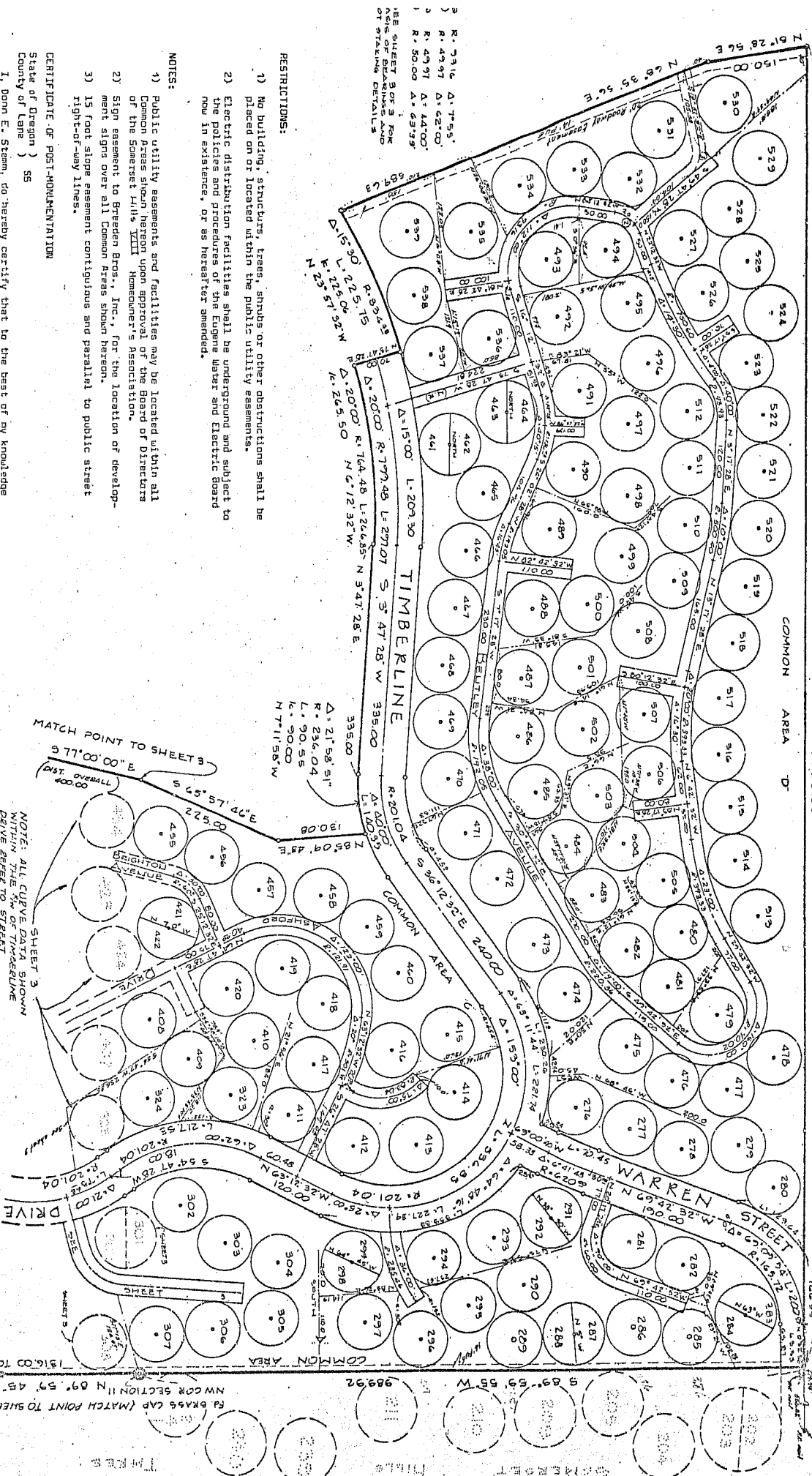
SOMERSET HILLS VIII SECTIONS 10&11, T18S, R4W, W.M. EUGENE, LANE COUNTY, OREGON

FILED
7-17-1978
FILE 73 SLIDE 79

DATE
7-17-1978
BY
CITY ENGINEER
DEPUTY
CITY ENGINEER

Thompson

CITY MONUMENT
FOUND



RESTRICTIONS:

- 1) No building, structures, trees, shrubs or other obstructions shall be placed on or located within the public utility easements.
- 2) Electric distribution facilities shall be underground and subject to the policies and procedures of the Eugene Water and Electric Board now in existence, or as hereafter amended.

NOTES:

- 1) Public utility easements and facilities may be located within all Common Areas shown hereon upon approval of the Board of Directors of the Somerset Hills VIII Homeowner's Association.
- 2) Sign easement to Breeden Bros., Inc., for the location of development signs over all Common Areas shown hereon.
- 3) 15 foot slope easement contiguous and parallel to public street right-of-way lines.

CERTIFICATE OF POST-MONUMENTATION State of Oregon) County of Lane) SS

I, Don E. Stearns, do hereby certify that to the best of my knowledge the interior monuments for the plat of Somerset Hills VIII will be set by January 1, 1979.

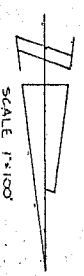
Don E. Stearns

Before me this 7th day
of February, 1978.

Thompson
Notary Public
My Commission Expires 2-28-80

NOTE: ALL CURVE DATA SHOWN
WITHIN THIS 1/2" OF TIMBERLINE
CENTERLINE

PRIVATE DRIVE &
30' PUBLIC UTILITY EASEMENT



7853611

(PD 75-9)

NOTICE OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That Breedon Bros., Inc., hereinafter referred to as "Developer" and the City of Eugene, a municipal corporation of the State of Oregon, hereinafter referred to as "City," have entered into an agreement governing a Planned Unit Development granted by the Eugene Hearings Official. The Planned Unit Development was granted to allow the Somerset Hills Planned Unit Development, Phase VIII to XI in an "E" through "P" zoning district located on a portion of Tax Lots 200 and 300--Assessor's Map 18 04-11-00 a legal description of which is attached as Exhibit "A".

The use and development of the above property is governed by the terms and conditions of that Planned Unit Development Agreement and the attached plans and specifications made by and between said parties on the above date. Said Agreement and the approved plans are recorded in the City of Eugene Finance Department, and to which reference is hereby made for all matters and things therein contained.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on the date indicated below.

DEVELOPER

CITY OF EUGENE

BY: [Signature] per 6/13/78
(date)

BY: [Signature] 6/13/78
(date)

BY: [Signature] 7/10/78
City Manager (date)

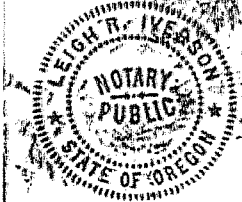
ATTESTED TO BY: [Signature]
City Recorder

STATE OF OREGON)
) ss.
COUNTY OF LANE)

(FIRST PARTY)

D 3 * 711 9711 0000650

On this 6th day of June, 1978, before me, the undersigned, a notary public in and for the said county and state, personally appeared the within named J.T. Breedon and John F. Breedon who are known to me to be the identical individuals described in and who executed the same freely and voluntarily.



Authorized for Recording
by City of Eugene
Date 8-7-78
[Signature]
Director of Finance

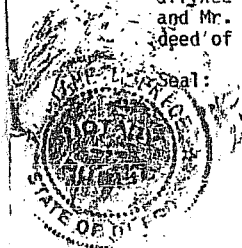
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires: 6/13/78

STATE OF OREGON
COUNTY OF LANE

On this 10th day of July, 1978, before me appeared Mr. Charles T. Henry, to me personally known, who being sworn, did say that he, the said Mr. Charles T. Henry, is the City Manager of the City of Eugene, and that the seal affixed to said instrument was signed and sealed in behalf of said corporation and Mr. Charles T. Henry acknowledges said instrument to be the free act and deed of said corporation.



IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires: 2-26-79

7853644
EXHIBIT A

Description for Greden Bros., Inc.
Somerset Hills South

Job No. 77-1476
October 3, 1977

Beginning at the corner common to Sections 2, 3, 10, and 11, Township 18 South, Range 4 West of the Willamette Meridian, and run thence South $89^{\circ} 59' 45''$ East along the north line of Section 11, said Township and Range, 1316.00 feet to the Northeast corner of the West half of the West half of said Section 11; thence South $0^{\circ} 01' 13''$ East along the east line of the West half of the West half of said Section 11, 2730.00 feet; thence South $64^{\circ} 18' 15''$ West, 623.72 feet; thence North $89^{\circ} 59'$ West, 1745.43 feet; thence North $0^{\circ} 01' 49''$ East, 3000.00 feet to the Southwest corner of Somerset Hills III, as platted and recorded in Book 70, Page 4, Lane County Oregon Plat Records; thence North $89^{\circ} 59' 55''$ East along said south line, 989.92 feet to the point of beginning, in Eugene, Lane County, Oregon.

7853644

State of Oregon,
County of Lane—ss

I, D.M. Penfold, Director of the Department of General Services, in and for the said County, do hereby certify that the within instrument was received for record at

7 AUG 78 10: 5

929 R

Recd

Lane County OFFICIAL RECORDS

D.M. Penfold, Director of the Department of General Services.

By Schmidt
Clerk



schaudt, stemm & walter inc.

CONSULTING ENGINEERS,
SURVEYORS AND PLANNERS

503/485-8393

398 High Street

Eugene, Oregon 97401

42- 7871773

SOMERSET HILLS VIII DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by BREEDEN BROS., INC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Eugene, County of Lane, State of Oregon, which is more particularly described as:

Lots 276 through 539 and Common Areas "A, B, C and D" of SOMERSET HILLS VIII, as platted and recorded in File 73, Slide 78, Lane County Plat Records, in Lane County, Oregon.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

E 3 - 8-4-5149 0042.00

Section 1. "Association" shall mean and refer to Somerset Hills VIII Homeowner's Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners and all Common Areas subsequently annexed thereto. The Common Area to be transferred to the Association at the time herein specified are described as follows:

Common Areas "A, B, C and D" as platted and recorded in File 73, Slide 78, Lane County Plat Records, in Lane County, Oregon.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas. A Tandem Lot is two separate Lots, unless improved with one living unit occupying both Lots, whereupon it shall be considered one Lot.

Section 6. "Improved Lot" shall mean with completed dwelling thereon.

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Section 7. "Living Unit" shall mean any portion of structure intended for use, occupancy or ownership as a residence by a single family.

Section 8. "Declarant" shall mean and refer to Breeden Bros., Inc.; its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of Development.

Section 9. "Street" shall mean and refer to the improved private access roads shown upon the Somerset Hills VIII recorded subdivision map.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its heirs and assigns that it shall convey the Common Properties to the Association, free and clear of all liens and encumbrances, not later than January 1, 1992.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A member shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and he shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 1992.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements and (3) private street maintenance assessments or charges. Such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas and private streets.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$35.00 per Lot. Assessments described in Article IV, Section 4, are in addition to the maximum annual assessment described in this paragraph, and shall be fixed by the Board of Directors.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum assessment plus maximum increase.

Section 4. Special Assessments for Capital Improvements. In addition to annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. Such special costs may include, but are not limited to, the private streets, recreational facilities and similar special costs. Any such assessment shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than fifteen (15) days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, succeeding meetings may be called without notice after a 15-minute recess, and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. Reserves.

(a) The Declarant may establish a reserve account in such amount as Declarant, in its sole and absolute discretion may deem necessary or advisable. The reserve account so established, including both principal and interest therefrom, shall be administered by the Association. Provided, however, the use of reserve shall be restricted to the repair, maintenance and replacement of private streets. In no event shall Declarant be held liable for or incur any obligation regarding failure to establish the reserve account, or the adequacy thereof, and no action at law or suit in equity shall lie therefrom.

(b) At the time of initial conveyance of each lot, each owner shall pay to the Association, in addition to such other assessments and charges as shall then be due and payable, a reserve in the amount of the then established annual assessment. The reserve, or such part thereof as required, may be held and applied by the Association as full or partial payment toward such owner's delinquent assessments and charges. Such application of an owner's reserve account shall not relieve the owner or release the land of any obligation for the delinquent assessments or charges.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed by the uniform rate called the "Basic Rate", except that unimproved Lots shall be exempt from assessment until January 1, 1984, and shall thereafter be assessed the "Basic Rate". Assessments for Lots improved during an assessment year shall be prorated as of date of completion of improvements. In addition, costs related to particular types of residential structures shall be assessed uniformly to all structures of that type as determined by the Board of Directors. Such additional costs shall be assessed in addition to the "Basic Rate" set forth in Article IV, Section 3 above. Assessments may be collected monthly or yearly as determined by the Board of Directors.

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Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the first Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot on or before January 1 of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Non-payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to the Architectural Control Committee and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and existing or planned plantings by the Board of Directors of the Association, or by the Architectural Control Committee composed of three (3) or more representatives appointed by the Board. Any exterior maintenance of structures sharing a party wall with another structure shall require approval of the Board. This Article shall not apply to the Declarant. Breeden Bros., Inc. shall have the right to assign any of their rights under this covenant to another builder or Developer.

Section 2. The initial Architectural Control Committee, for the purpose of administering and enforcing these protective covenants, shall be John F. Breeden, Leigh R. Iverson and Loy Sparks, until their successors are elected or until all Lots are sold, whichever occurs first.

ARTICLE VI

EXTERIOR MAINTENANCE

Each owner shall be responsible for maintaining and keeping in good order and repair the interior and exterior of his own dwelling, including any garage or yard within Lot lines.

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In the event an Owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by a two-third (2/3) vote of the Board of Directors, shall have the right through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the buildings and any other improvements erected thereon.

Such maintenance or repair shall include, without being limited to, the following: Paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass landscaped areas, walks, and other exterior improvements. Such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject, and may become a lien, and enforceable in the same manner. Damage caused by fire, flood, storm, earthquake, riot, vandalism or other causes than normal wear from use and the elements shall be the responsibility of each Owner, but the Association reserves the right to replace the exterior of any structure damaged or destroyed from whatever cause and the cost of such repair or replacement may, in the discretion of the Directors, be added to and become a part of the assessment to which such Lot is subject, and may become a lien, and be enforceable in the same manner.

The Association shall reasonably maintain or provide for the reasonable maintenance of the Common Areas including improvements to said Common Areas.

In addition to the maintenance upon the Common Areas, whenever a Tandem Lot is in separate ownerships, and the separate Owners cannot agree upon private maintenance, the Association shall provide exterior maintenance upon each such Lot, including but not limited to, paint, repair, replace and care for roofs, gutters, downspouts, and all other exterior building surfaces. Such maintenance or repairs shall be added to and become a part of the assessments to which such lots are subject, and may become a lien, and enforceable in the same manner. In the event that the need for maintenance or repairs is caused by the willful or negligent act of one of the owners of a Tandem Lot, his family, guests or invitees, the cost of such maintenance or repairs shall be added to the at-fault Owner's Lot and become a part of the assessment to which such Lot is subject. Tandem Lots by way of example are Lots 283/284, 287/288, 291/292, 298/299, 300/301, 310/311, 312/313, 319/320, 321/322, 331/332, 349/350, 362/363, 370/371, 372/373, 381/382, 384/385, 392/393, 394/395, 421/422, 445/446, 461/462, 463/464 of Somerset Hills VIII.

ARTICLE VII

The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties expressly dedicated to and accepted by a local public authority, (b) the Common Areas, and (c) all other properties owned by the Association.

ARTICLE VIII

ENCROACHMENTS

If any portion of a party wall or other part of a building or structure, including but not limited to, foundation, roof overhangs, and fireplaces, now or hereafter constructed upon said property by the Declarant, encroaches upon any part of the Common Areas (other than those parts of the Common Areas actually used for public sanitary and storm sewers,) or upon the Lot or Lots used or designated for use by another Lot Owner, an easement for the encroachment and for the maintenance of same is granted and reserved and shall exist, and be binding upon the Declarant and upon all present and future Owners of any part of said property for the benefit of the present and future Owners of such encroaching building or structure for the purpose of occupying

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and maintaining same; in the event a structure consisting of more than one living unit becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted and reserved upon the Common Areas and in and upon each living unit and Lot for the benefit of the Association and the adjacent Owner or Owners to the extent reasonably necessary or advisable to make repairs and replacements; and minor encroachments resulting from any such repairs and/or replacements and the maintenance thereof are hereby granted and reserved for the benefit of the present and future owners thereof. The easements for encroachment herein granted and reserved shall run with the land.

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. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Where there are common drives and access ways, within lot lines, the cost of reasonable repair and maintenance of the same shall be shared by the Owners who make use thereof. No such common drive or access way shall be obstructed in any manner. Breeden Bros., Inc., shall have the right to assign any of their rights under this covenant to another builder or developer.

ARTICLE IX

EASEMENTS

All conveyances of land situated in the said property, made by the Declarant, and by all persons claiming by, through, or under the Declarant, shall be subject to the foregoing restrictions, conditions and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over and across all of the Common Areas of said property for the purposes of traveling by foot or conveyance or resting or otherwise being there, and over, under and across all portions of said property (except those portions thereof actually intended to be occupied as living space in any building now or hereafter located upon said property) and specifically including, without being limited thereto, the interior of party walls, attic crawl spaces and the area below the living space in any living unit, for the purpose of building, constructing and maintaining underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio and television antennae and cables, and other utilities and services now or thereafter commonly supplied by public utilities or municipal corporations and upon, over or under all Common Areas for constructing and maintaining thereon streets, creeks, sewers, drain and water lines, driveways, community and recreational facilities, ornaments and statues, swimming pools, lawns, landscaping and planted areas thereon; all of said easements shall be for the benefit of all present and future Owners of property subjected to the jurisdiction of the Association by recorded covenants and restrictions recorded as hereinabove provided, and their tenants, contract purchasers and guests, said easements and rights of use, however, shall not be unrestricted but shall be subject to reasonable rules and regulations governing said right of use, as pro-

mulgated from time to time by the Directors of the Association in the interest of securing maximum safe usage of said easements without unduly infringing upon the privacy of the Owner or occupant of any part of said property. An easement over, upon and across all parts of said property is granted and reserved to the Association, its successors and assigns to the extent reasonably required to perform exterior maintenance and to the extent reasonably necessary to perform other maintenance reasonably necessary or advisable to protect or preserve the value of said property and the living units thereon.

In addition, an easement over, under, upon and across all parts of herein described Common Area, is reserved by the Declarant for the purpose of constructing the project, installing and maintaining utility services, dedicating easements to public bodies, or for any other easement required in the development of the herein described property or adjacent property.

The Declarant shall have the right to transfer or assign all of his rights under this covenant to another builder or developer.

ARTICLE X

SOMERSET HILLS VIII USE RESTRICTIONS

1. No Lot shall be used for other than residential purposes and no buildings shall be erected on any Lot except dwellings, garages or carports.
2. A single family living unit shall be limited to occupancy by one related family and exclusive of open porches and garages, shall contain not less than 800 square feet of habitable floor area.
3. Easements for installation and maintenance of utilities and facilities are reserved as shown on the recorded plat; provided however, that should Declarant determine, during the course of development, that the actual installation of utilities and facilities should deviate from the recorded plat, an easement for installation and maintenance over and across the property as actually located and installed is reserved. Said property is subject to the terms and provisions of E.W.B.B. underground electric rate agreement as recorded in Lane County, Oregon.
4. No structure of a temporary character, trailer, basement, partly finished house, shack, garage, barn or out-building shall be used on any lot at any time as a residence either temporarily or permanently. All structures, additions or alterations shall be completed in not more than twelve (12) months from the starting date.
5. Yards shall be landscaped not more than thirty days after occupancy, except when occupancy occurs after October 1st and before May 1st. Yards delivered to occupant during said inclement weather shall be landscaped not more than thirty days after May 1st. Yards shall be maintained in a neat, clean condition and grass shall be watered and cut regularly.
6. No sign of any kind shall be displayed to the public view on any lot except ~~one Block Parent and one home~~ occupation sign of not more than 1 square foot, both of which must be not less than twenty feet from the front property line. All other signs, including real estate broker signs, or owner signs advertising the property for sale or rent, are strictly forbidden. An automatic assessment of not less than \$10.00 for each day a non-conforming sign is displayed to public view may be assessed by the Homeowner's Association to any Owner in violation of this covenant and said assessment shall constitute a lien upon the property.

7. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

8. No animals, livestock or poultry of any kind shall be raised bred or kept on any Lot, except 1 dog and/or 1 cat or other domesticated household pet may be kept, provided they are not kept, bred or maintained for any commercial purpose and do not create objectionable noise or odor and are maintained on a leash when off the owner's property.

9. Except as provided in Paragraph 11 of these restrictions, no Lot shall be used or maintained as a parking place for trucks, equipment or materials, except during the course of construction, or used as a dumping ground for rubbish or used as a parking place for automobiles not in regular family use and good operating conditions.

10. Trash, garbage or other waste shall not be kept except in sanitary containers emptied weekly. All incinerators, garbage cans or other equipment for the storage of or disposal of such materials shall be kept in a clean and sanitary condition enclosed by fences that screen them from sight.

11. Storage of any kind of goods, chattels, merchandise, material, fuel, supplies or machinery shall be within walls of the building, or enclosed by tight fences that completely screen it from sight. Open carports shall not be used for storage other than that enclosed by walls of the structure. Travel trailers, campers, boat trailers and similar vehicles are required to be parked behind the front line of the residence building, and in the case of corner lots, only on the side of a residence building not facing a street. In no event, shall any of said vehicles be parked in the parking spaces of the private streets.

12. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

13. No building, fence, structure or alteration shall be erected on any Lot until plans and specifications have been approved by the Architectural Control Committee of Somerset Hills VIII Homeowner's Association, which will be appointed by the Owners and the Declarants herein named or their successors in interest. Territorial enclosure, i.e., fencing, plantings, etc., of circular lots is expressly prohibited, but privacy fences for patios and screening of recreational vehicles, travel trailers, campers, boats and trailers and similar vehicles may be permitted with the approval of the Architectural Control Committee. Animal enclosures may be approved provided they are constructed of woven-wire on treated wooden posts. The Architectural Control Committee shall approve only those structures and alterations which harmonize in material, design, size and elevation with existing or planned buildings.

14. No TV, Citizens Band or antenna of any other kind erected on any Lot or attached to any building shall extend more than two feet above the highest point on the building or above the portion of the roof of the dwelling on which it is mounted, which ever is lower.

15. Covenant use restrictions 1, 4, 5, 6, 9, 10, 11, 12, 13 and Article V shall not be applicable to the original developer and builder, Breeden Bros., Inc., or the builder's Agent Breeden Bros. Realty Co., during the construction and sales period. Breeden Bros., Inc. shall have the right to assign one or all of their rights under this covenant to another builder or developer.

16. When these covenants do not cover a situation, the rules and regulations of the City of Eugene shall be applied. In all cases where there are conflicting rules showing a difference in requirements, the stricter of the two is to be used. The decision of the Board of Directors shall govern in determining which rule is the strictest.

17. Destruction by 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, 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. The word "use" as referred to herein means ownership of a dwelling unit or other structure which incorporates such wall or any part thereof.

18. Except with the written consent of the Association, no unit owner may lease or rent his living unit if such unit is located on a Tandem Lot in separate ownerships. All leases and rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of the Oregon Landlord Tenant Law, the declaration and these bylaws. Failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. The Association may require termination of the tenancy in the event of any breach by the tenant. This paragraph shall not apply to Declarant during the time Declarant owns units in the condominium.

ARTICLE XI

Section 1. Enforcement. The Association, or any Owner, or the Declarant, its heirs, successors, and assigns, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or any Owner, or the Declarant, its heirs, successors, and assigns, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any failure to do so by the Declarant, its heirs, successors, and assigns, create any right of action for breach of any duty.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment, Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the Lots has been recorded, agreeing to amend said covenants and restrictions in whole or in part. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the then-Owners of ninety percent (90%) of the Lots. Any amendment must be recorded. No amendment may change any Lot, nor the share in the common element appurtenant to it, nor increase the owner's share of common expenses, nor change the voting power of any Lot unless such amendment has been approved by the record owner of the Lot and the record owners of liens thereon. No amendment shall abrogate the responsibility of the Association to provide for the maintenance and operation of the Common Properties and properties of Lot Owners as herein provided, including levying of assessments required to meet costs and expenses of such operation and maintenance. No amendment shall discriminate against any Lot or class, or group of Lots, unless the record owners so effected shall approve. Developer's prior written consent shall also be required so long as Developer owns any Lot.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members, except additional lands within Sections 2, 3, 10 and 11, T18S R4WWM, Lane County, Oregon, may be annexed by the declarant without the consent of members within 10 years of the date of this instrument.

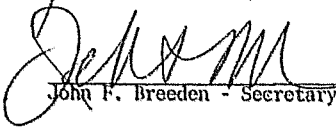
7871773

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has
hereunto set its hand and seal this 10th day of October, 1978.

CORP
SEAL:

BREEDEN BROS., INC. - DECLARANT


J. T. Breeden - President


John F. Breeden - Secretary

7671773

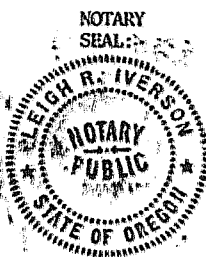
COUNTY OF LANE)
)ss
STATE OF OREGON)

On this 10TH day of OCTOBER, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named J. T. Breeden, and John F. Breeden, who are known to me to be the President and Secretary of Breeden Bros., Inc., an Oregon Corporation, who executed the foregoing document freely and voluntarily on behalf of said corporation.

LEIGH R. IVERSON

Leigh R. Iverson

Notary Public for Oregon
My Commission Expires: 6/13/81



7671773

State of Oregon.
County of Lane - ss.
I, D.M. Penfold, Director of the Department of General Services, in and for this said County, do hereby certify that the within instrument was received for record at

78-73078

26 OCT 78 15:40

Reel 948 R

Lane County OFFICIAL Records.

D.M. Penfold, Director of the Department of General Services.

By *Comptroller*
Director

CS-33

breeden bros., inc.

BUILDERS OF BETTER HOMES

280 EASTWOOD CENTER

366 40TH AVENUE EAST

EUGENE, OREGON 97405

8- 8543171 m

FIRST AMENDMENT
OF
DECLARATION OF SOMERSET HILLS VIII
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT of the Somerset Hills VIII Declaration of Covenants, Conditions and Restrictions is made the day hereinafter set forth.

WHEREAS, the Declaration of Somerset Hills VIII was originally recorded by the Declarant, Breeden Bros., Inc., on October 26, 1978, Reel No. 94SR, Reception No. 7871773, Lane County Oregon Official Records, covering the following described property:

Lots 276 through 539 and Common Areas "A, B, C and D" of Somerset Hills VIII, as platted and recorded in File 73, Slides 78, 79 and 80, Lane County Plat Records, Lane County, Oregon;

WHEREAS, the Declaration provides that the Declaration may be amended by an instrument signed by the then-owners of ninety percent (90%) of the Lots;

AND, WHEREAS, not less than ninety percent (90%) of the Lot owners desire to amend the Declaration in the hereinafter set forth.

NOW, THEREFORE, the Declaration of Somerset Hills VIII is hereby amended as follows:

ARTICLE IV, COVENANT FOR MAINTENANCE ASSESSMENTS, Section 7, Uniform Rate of Assessment, shall be amended by inserting after the last sentence thereof the following sentence:

4285A001 11/29/85 REC

8.00

"Notwithstanding anything to the contrary herein, ~~lots~~ ^{**007**} which have been platted, but which are not served by private or public Streets shall be assessed at the rate of \$1.00 per year; Lots which are served by private or public Streets, but which have not been improved with completed dwelling thereon, shall be assessed at the rate of \$10.00 per year; Lots which are served by private or public Streets and which have been improved with completed dwelling thereon shall be assessed the Maximum Annual Assessment as has been established pursuant to this Declaration.

EXCEPT AS HEREINBEFORE expressly amended, all other terms and conditions of the original Declaration shall remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned, being the legal owners of not less than ninety percent (90%) of all Lots of Somerset Hills VIII hereunto set our hand and seal this 1st day of November, 1983.

8543171

BREEDEN BROS., INC., Legal owner of Lots 276 through 539, excepting therefrom
Lots 303, 326, 333, 345, 378, 380 and 400.

By [Signature]
J. T. Breeden, Its President

By [Signature]
John F. Breeden, Its Secretary

STATE OF OREGON)
County of Lane) ss.

On this 1st day of November, 1983, personally appeared J. T. Breeden and
John F. Breeden who, each being first duly sworn, did say that the former
is the president and that the latter is the secretary of the corporation, and
that said instrument was signed and sealed in behalf of said corporation by
authority of its board of directors; and each of them acknowledged said instrument
to be its voluntary act and deed.

Before me: [Signature]
Notary Public for Oregon
My commission expires: 2.1.86

State of Oregon,
County of Lane--ss.

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

29 NOV 85 8:54

Reel

1377R

Lane County OFFICIAL Records.
Lane County Clerk

By: [Signature] Deputy

C 30-53

Page 2 - First Amendment of Declaration of Somerset Hills VIII

8543171

After recording return to:
Christopher L. Cardani, trustee
Sheryl K. Cardani, trustee
475 NE 76th Ave.
Hillsboro, OR 97124

Send all tax statements to:
Same as above

Lane County Clerk
Lane County Deeds and Records

2024-009316



02110647202400093160020024

\$92.00

04/08/2024 11:23:24 AM

RPR-DEED Cnt=1 Pgs=2 Stn=1 CASHIER 08
\$10.00 \$11.00 \$61.00 \$10.00

WARRANTY DEED

Christopher L. Cardani and Sheryl K. Cardani, Grantors, convey and warrant to Christopher L. Cardani and Sheryl K. Cardani, trustees of the Cardani Revocable Trust dated March 28, 2024, Grantees, the following described real property, situated in the County of Lane, State of Oregon:

Lots 421 and 422, SOMERSET HILLS VIII, as platted and recorded in File 73, Slides 78, 79, and 80, Lane County Plat Records, in Lane County, Oregon; and one membership in the Somerset Hills VIII Homeowner's Association. With the street address of 3870 Ashford Drive. Tax Account Nos. 1256500 and 1256518.

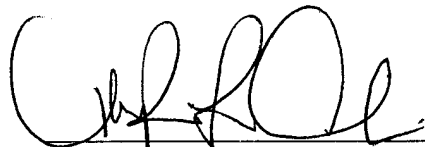
The above-described real property is free of encumbrances except as those stated on record.

The true consideration for this conveyance is zero (\$0.00) dollars. The total consideration consists of value given other than money.

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, 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

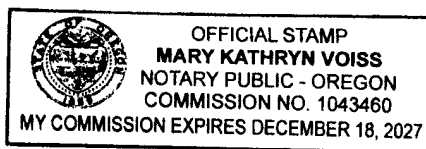
Dated 3/28, 2024.

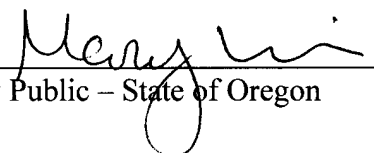

Christopher L. Cardani, Grantor


Sheryl K. Cardani, Grantor

STATE OF OREGON
County of Washington

The foregoing deed was acknowledged before me on 3/28, 2024 by Christopher L. Cardani and Sheryl K. Cardani as Grantors.




Notary Public - State of Oregon