

# This is a Placeholder for DOCUMENT #

Division of Chief Deputy Clerk  
Lane County Deeds and Records

2001-056863



\$56.00

00209194200100568630010018

08/30/2001 03:56:42 PM

RPR-SUBD Cnt=1 Stn=3 CASHIER 02  
\$5.00 \$30.00 \$10.00 \$11.00

This document is a  
SUBDIVISION:

ASHLEY ESTATES, P.U.D.

File 75, Slide 1146 - 1150

Owner: Ashley Estates, L.L.C.

Dedicatee: City of Eugene

Twn. 17S Rng. 3W Sec. 7 & 8

LANE COUNTY DEEDS & RECORDS

## EXACT COPY CERTIFICATE

I, PAULA LEE NORNESS, DO HEREBY CERTIFY THAT THIS IS THE EXACT COPY OF THE FINAL SUBDIVISION PLAT OF ASHLEY ESTATES PUD WITH THE EXCEPTION OF THIS STATEMENT AND ANY APPROVAL SIGNATURES SHOWN ON SAID PLAT.

PAULA LEE NORNESS LS 1034

## ASHLEY ESTATES P.U.D.

E 1/2 - SEC.7 - T19S - R3W - WM.

W 1/2 - SEC.8 - T19S - R3W - WM.

EUGENE, LANE COUNTY, OREGON

REPLAT OF PARCEL 2 - LAND PARTITION 97-P0955

RECORDED

DATE August 10, 2001

FILE 75 SLIDE 1146

LANE COUNTY CLERK  
AND RECORDER OF  
DOCUMENTSAbrahamson  
DEPUTYDivision of Chief Deputy Clerk  
Lane County Deeds and Records

06/30/2001 03:52:02 PM  
\$55.00  
\$5.00 \$30.00 \$10.00 \$11.00

0' 200' 400' 600'  
SCALE: 1" = 200'

FOUND REINFORCING ROD MARKING THE NORTHEAST CORNER OF PARCEL 2, LAND PARTITION PLAT NO. 97-P0955. HELD AS TRUE NORTH WEST CORNER

FOUND REINFORCING ROD MARKING THE NORTHEAST CORNER OF PARCEL 2 OF LAND PARTITION PLAT NO. 97-P0955. HELD TO DETERMINE BASIS OF BEARINGS

FOUND 5/8" REINFORCING ROD (SEE REF. 40.16 WEST OF EAST 44 LINE PARTITION 97-P0955

FOUND 5/8" REINFORCING ROD (SEE REF. 40.16 WEST OF EAST 44 LINE PARTITION 97-P0955

FOUND 5/8" REINFORCING ROD (SEE REF. 40.16 WEST OF EAST 44 LINE PARTITION 97-P0955

FOUND 5/8" REINFORCING ROD (SEE REF. 40.16 WEST OF EAST 44 LINE PARTITION 97-P0955

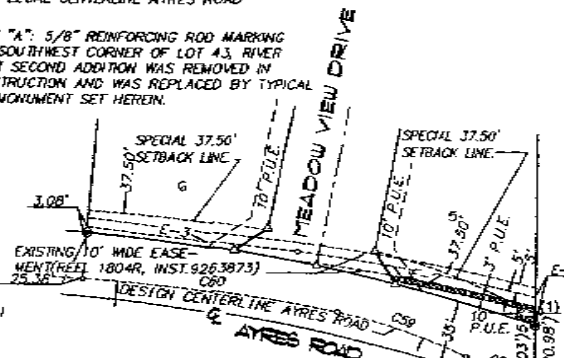
FOUND 5/8" REINFORCING ROD (SEE REF. 40.16 WEST OF EAST 44 LINE PARTITION 97-P0955

FOUND 5/8" REINFORCING ROD (SEE REF. 40.16 WEST OF EAST 44 LINE PARTITION 97-P0955

## LEGEND

- (1) FOUND 5/8" REINFORCING ROD WITH YELLOW PLASTIC CAP STAMPED "STEMM, LS 715" ASSUMED SET IN LAND PARTITION 97-P0955
- (2) FOUND CENTERLINE MONUMENT AS NOTED
- (2) FOUND 5/8" REINFORCING ROD WITH YELLOW PLASTIC CAP STAMPED "BRANCH ENG. LS 1138" ASSUMED SET IN RIVER POINTE OR RIVER POINTE FIRST ADDITION
- (4) FOUND 5/8" REINFORCING ROD WITH YELLOW PLASTIC CAP STAMPED "BRANCH ENG. LS 2609" ASSUMED SET IN RIVER POINTE SECOND ADDITION
- (5) FOUND 5/8" REINFORCING ROD WITH YELLOW PLASTIC CAP STAMPED "BRANCH ENGINEERING" ASSUMED SET IN SUBDIVISION PLAT FOR MAPLERIDGE
- (6) FOUND 5/8" REINFORCING ROD WITH YELLOW PLASTIC CAP STAMPED "STEMM, LS 715" ASSUMED SET IN C.S.F. 33596
- SET 5/8" X 30" REINFORCING ROD WITH ORANGE PLASTIC CAP STAMPED "FNF"
- 5/8" X 30" REINFORCING ROD WITH ORANGE PLASTIC CAP STAMPED "FNF" TO BE SET AT TIME OF POST-MONUMENTATION
- COMPUTED POINT ONLY. NOTHING FOUND OR SET HERE.
- (X) DENOTES DATA OF RECORD WHERE X EQUALS THE REFERENCE HEREON. MEASURED DATA EQUALS RECORD DATA UNLESS OTHERWISE NOTED.
- C.S.F. COUNTY SURVEYOR'S OFFICE FILING NUMBER
- X P.U.E. PUBLIC UTILITY EASEMENT WHERE "X" INDICATES THE WIDTH
- Q LEGAL CENTERLINE AYRES ROAD

NOTE "A": 5/8" REINFORCING ROD MARKING THE SOUTHWEST CORNER OF LOT 43, RIVER POINTE SECOND ADDITION WAS REMOVED IN CONSTRUCTION AND WAS REPLACED BY TYPICAL FNF MONUMENT SET HEREIN.



## CENTERLINE EXISTING BLUE BASED ON DIMENSIONS

E-1 N 0°22'05"E 15.27'  
E-2 R=1030.00' L=132.32' Lc=132.23'  
CHORD BEARING = N79°29'03"E  
E-3 N83°09'52"W 113.09'

NOTE: CASEMENT RECORDED MAR. 27, 1985, RECEPTION NO. 8510517 FALLS WITHIN THE RIGHT OF WAY OF AYRES ROAD

P.U.E. TO ACCOMMODATE EXISTING PHONE LINES AND PROPOSED UTILITY LINES.  
NOTE: THE 3' P.U.E. SHOWN LIES SOUTHERLY OF AND ADJACENT TO THE SOUTH LINE OF THE EXISTING 10' E.W.E.B. EASEMENT AND THE 10' P.U.E. LIES WEST OF AND ADJACENT TO THE EAST LINE OF LOT 5 BOTH WITHIN LOT 5 ONLY.

DETAIL  
SCALE: 1" = 50'

## PLAT INDEX

- PAGE 1 OF 5 BOUNDARY AND LOT CONFIGURATION INCLUDING CENTERLINE DATA AND SURVEY NARRATIVE
- PAGE 2 OF 5 LOTS 1-19, 27, 31 AND 43
- PAGE 3 OF 5 LOTS 20-25, 28-30, 32-36, 39-40, AND 44-49
- PAGE 4 OF 5 LOTS 26, 37-39, 41-42, 50-51 AND 52-56
- PAGE 5 OF 5 DECLARATION, APPROVALS, SURVEYOR'S CERTIFICATE, POST-MONUMENTATION CERTIFICATE, SOLAR STATEMENT, RESTRICTIONS, ETC.

## REFERENCES

- 1. LAND PARTITION PLAT NUMBER 97-P0955 (C.S.F. 34145 AND 34146)
- 2. RIVER POINTE FILE 74 - SLIDE 12 & 13
- 3. RIVER POINTE FIRST ADDITION FILE 74 - SLIDE 153-155
- 4. RIVER POINTE SECOND ADDITION FILE 75 - SLIDE 180-183
- 5. MAPLERIDGE FILE 75 - SLIDE 1031-1034 DOCUMENT 2000-070303
- 6. C.S.F. 33596 BY SCHAUDT, STEMM AND WILD FILED JUNE 10, 1996

## NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO COMPLETE THE FINAL PLAT OF ASHLEY ESTATES P.U.D. GIVEN TENTATIVE APPROVAL IN CITY OF EUGENE PLANNING ACTION NO. ST 01-12. THE FINAL PUD PLAN APPROVAL AND PUD AGREEMENT FOR ASHLEY ESTATES PUD (PDT 00-7) HAS BEEN COMPLETED AS REQUIRED IN ST 01-12. THE PROPERTY INVOLVED IS PARCEL 2 OF LANE COUNTY LAND PARTITION PLAT NO. 97-P0955 RECORDED FEBRUARY 27, 1997. THE BOUNDARY MONUMENTS MARKING THE BOUNDARY OF THE PARCEL WERE RECOVERED AS SHOWN. THE BEARINGS HEREON ARE BASED ON THE EAST LINE OF SAID PARCEL AS MARKED BY FOUND MONUMENTS BEARING SOUTH 0°00'10" EAST AS NOTED HEREON. THE RELATION OF THE OTHER MONUMENTS FOUND TO THAT EASTERLY LINE ARE SHOWN ON THE DETAIL PAGES (PAGES 2 THROUGH 4) OF THIS PLAT.

## CENTERLINE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C48	550.01'	117.93'	117.70'	N 5°27'50" E	121°705'
C49	2100.01'	128.84'	128.82'	N 2°26'15" W	3°30'55"
C50	2085.77'	363.92'	363.92'	N 0°40'02" E	5°43'20"
C51	2085.77'	148.17'	148.14'	N 7°33'49" E	4°04'15"
C52	550.00'	220.84'	219.46'	N 1°54'33" W	23°00'58"
C53	100.00'	180.45'	156.94'	N 38°16'37" W	163°23'20"
C54	603.50'	112.66'	112.50'	S 5°19'10" W	10°41'46"
C55	556.00'	103.54'	103.40'	S 5°19'56" W	10°40'13"
C56	538.70'	107.22'	107.04'	S 5°40'44" E	11°24'12"
C57	479.00'	95.12'	94.96'	S 5°41'30" E	11°22'40"

L1	N 11°36'23" E	89.22'	L8	S 88°13'02" E	301.50'
L2	N 0°40'42" W	278.12'	L10	S 88°13'02" E	117.56'
L3	N 89°58'17" E	193.25'	L11	N 89°58'17" W	282.70'
L4	N 89°39'55" E	127.51'	L12	S 0°01'43" E	132.99'
L5	N 0°01'21" E	148.25'	L13	S 0°00'10" E	141.40'
L6	N 89°58'39" W	24.50'	L14	S 0°00'10" E	154.88'
L7	N 88°13'02" W	415.78'	L15	S 0°00'10" E	135.81'
L8	S 88°12'16" E	138.08'			

## DESIGN CENTERLINE AYRES ROAD PER CITY OF EUGENE ENGINEERING DEPT.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C58	400.00'	40.09'	40.07'	N 67°04'33" W	5°44'33"
C59	300.00'	75.00'	74.80'	N 71°22'00" W	14°19'26"
C60	1000.00'	137.80'	137.70'	N 82°28'36" W	7°33'44"

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
PAULA LEE NORNESS  
RENEWAL DATE: DEC. 31, 2002

PAGE 1 OF 5  
FORD-KRESS-PASSBENDER, INC.  
AND SURVEYING • WATER RIGHT EXAMINATION  
116 HIGHWAY 99 NORTH  
Eugene, OR 97402  
(541)344-1852 Fax (541)344-9922  
www.fnlinc.net

JOB NO. 3824  
DWG. NO. PLAT51E.DWG  
REV. 1/1

PLANNING FILE NO. ST 01-12  
ASSESSOR'S MAP NO. 17-03-07-00 TAX LOT 1212  
HP DESIGN JET 330 PLOTTER, HP #51640A PIGMENT BASED INK ON CONTINENT #100-492 POLYESTER FILM

FILE **75** SLIDE **1147**

EUGENE, LANE COUNTY, OREGON  
REPLAT OF PARCEL 2 - LAND PARTITION 97-P0955

Alma C. L. Merrill  
DEPUTY

謝長統

煤油

PPR-ELMO Ctrial Sums3 4  
\$5.00 \$30.00 \$10.00 \$11.00

03/20/2001 03:56:42 PM  
RPR-C2ND Cntnl Sirm3 CDSHIER 02  
\$5.00 \$30.00 \$10.00 \$11.00

PARCEL "A" - 1.00' WIDE  
RESERVE STRIP - SEE SEPARATE  
DEED FILED 4/20/2001  
DOCUMENT NO. 2001054545

LOT NO.	CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
4	C15	580.01'	73.78'	73.78'	N71°7'40"E	71°7'33"
5	C16	1072.00'	79.07'	79.05'	N42°10'16"W	41°25'37"
5	C17	580.01'	8.74'	8.74'	N11°10'25"E	0°38'56"
6	C18	1073.00'	79.07'	79.05'	N82°33'58"W	41°25'37"
8	C19	520.01'	10.35'	10.35'	S11°02'11"W	1°08'24"
7	C20	520.01'	90.30'	90.18'	S5°29'30"W	9°56'59"
6	C21	520.01'	10.65'	10.65'	S00°45'1"E	11°1'43"
16	C22	80.48'	80.48'	80.48'	S2°47'56"W	21°33'56"
27	C32	2130.01'	89.44'	89.43'	S05°03'3"W	2°24'21"
27	C33	2055.77'	18.44'	18.44'	N59°13'1"W	0°30'50"
43	C40	2088.00'	51.56'	51.52'	R3°12'03"W	7°37'34"

CURVE					
NO.	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C58	400.00'	40.05'	40.07'	N67°04'33"W	5°44'33"
C59	300.00'	75.00'	74.80'	N71°22'00"W	14°19'26"
C60	1000.00'	137.81'	137.70'	N82°28'36"W	75°34'44"

(1) FOUND 5/8" REINFORCING ROD WITH YELLOW PLASTIC CAP STAMPED "STEWM,LS715"  
ASSUMED SET IN LAND PARTITION 97-P0855  
(2) FOUND 5/8" REINFORCING ROD WITH YELLOW PLASTIC CAP STAMPED "BRANCH ENG  
LS 1138" ASSUMED SET IN RIVER POINTE  
(3) FOUND 5/8" REINFORCING ROD WITH YELLOW PLASTIC CAP STAMPED "BRANCH ENGINEERING"  
ASSUMED SET IN THE SUBDIVISION PLAT OF MAPLEIDGE  
(6) FOUND 5/8" REINFORCING ROD WITH YELLOW PLASTIC CAP STAMPED "STEWM, LS 715"  
ASSUMED SET IN C.S.F.33596  
a SET 5/8" X 30" REINFORCING ROD WITH ORANGE PLASTIC CAP STAMPED "FNF"  
b 5/8" X 30" REINFORCING ROD WITH ORANGE PLASTIC CAP STAMPED "FNF" TO BE SET  
AT TIME OF POST-MONUMENTATION  
X) ) DENOTES DATA OF RECORD WHERE X EQUALS THE REFERENCE HEREON  
MEASURED DATA EQUALS RECORD DATA UNLESS OTHERWISE NOTED.  
"C.P.U.E. PUBLIC UTILITY EASEMENT WHERE "X" EQUALS WIDTH  
c) COMPUTED POINT ONLY. NOTHING FOUND NOR SET HERE.  
c) INDICATES LEGAL CENTERLINE AYRES RD.  
(2) FOUND CENTERLINE MONUMENT AS NOTED

THE CENTERLINE OF AYRES ROAD WAS DETERMINED BY EXISTING RIGHT OF WAY MONUMENTS SET BY C.S.F. 34145 AND 34146 AND SHOWN HEREON.

1. LAND PARTITION PLAT NUMBER 97-P0955 (C.S.F. 34145 AND 34146)
2. RYER POINTE FILE 74 - SLIDE 12 & 13
3. MAPLENOGE FILE 75- SLIDE 1031-1034 - DOCUMENT 2000-0703
4. C.S.F. 33596 BY SCHAUDT, STEMM AND WILD FILED JUNE 10, 1896

PLANNING FILE NO. 5T 01-12  
ASSESSOR'S MAP NO. 17-03-07-00 TAX LOT 1212  
HP DESIGN JET 330 PLOTTER, HP #51640A PIGMENT BASED INK ON CONTINENT #JFC-4M2 POLYESTER FILM

HELD THIS MONUMENT AS THE EAST-SOUTHEAST CORNER OF PARCEL 2 OF LAND PARTITION PLAT NO. 97-POSS TO DEFINE THE EAST LINE OF THIS PLAT AND THE BASIS OF BEARINGS

RADIUS=380.00'  
DELTA = 52°4'00"  
ARC LENGTH=35.82'  
LC=35.86'  
CHORD BEARING=S 1°41'50"W

NO MONUMENTS FOUND  
AT THE P.C. OR THE INTER-  
SECTION WITH THE CAL-  
DE-SAC CENTERLINE ON  
RIVER POINTE DRIVE

6.69'  
S 0°06'10"E  
NOTE "A": ORIGINALLY FOUND  
MONUMENT SET IN (1). THIS  
MONUMENT WAS REMOVED IN  
CONSTRUCTION. THEREFORE,  
SET TYPICAL "FNF" MONUMENT  
IN LOCATION OF FOUND MONU  
MENT

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

PAULA LEE HORNES  
1984

FOUND "P.K." NAIL AND WASHER  
AT THE INTERSECTION OF RIVER  
PORTE DRIVE AND THE NORTH-  
EASTLY END OF RIVER PORTE LOG  
ASSUMED SET IN REFERENCE (2)

FOUND "P.K." MAIL TO MARK THE  
P.T. IN RIVER POINTE DRIVE  
ASSUMED SET IN REFERENCE (2)

PAGE 2 OF 5

**FORD-NESS-PASSBENDER, INC.**  
LAND SURVEYING & WATER RIGHT EXAMINATION  
116 HIGHWAY 99 NORTH  
Eugene, OR 97402  
(541)344-1852 Fax(541)344-9923  
[www.fninc.net](http://www.fninc.net)

JOB NO. 3824  
DWG NO. PLATS2.DWG

## EXACT COPY CERTIFICATE

I, PAULA LEE NORNHSS, DO HEREBY CERTIFY THAT THIS IS THE EXACT COPY OF THE FINAL SUBDIVISION PLAT OF ASHLEY ESTATES PUD WITH THE EXCEPTION OF THIS STATEMENT AND ANY APPROVAL SIGNATURES SHOWN ON SAID PLAT.

*Paula Lee Nornhss*  
PAULA LEE NORNHSS, LS 1034

## ASHLEY ESTATES P.U.D.

E 1/2 - SEC. 7 - T17S - R3W - WM.  
W 1/2 - SEC. 8 - T17S - R3W - WM.  
EUGENE, LANE COUNTY, OREGON

REPLAT OF PARCEL 2 - LAND PARTITION 97-P0955

RECORDED

DATE August 28, 2001

LANE COUNTY CLERK  
AND RECORDER OF  
DOCUMENTS

*Cheryl Almont*  
DEPUTY

FILE 75 SLIDE 1148

Division of Chief Deputy Clerk  
Lane County Deeds and Records

2001-456053  
\$56.00



RPR-SUBD Order 51m3 CONSUMER 82  
85.88 \$36.00 \$10.00 \$11.00

## LEGEND

- (1) FOUND 5/8" REINFORCING ROD WITH YELLOW PLASTIC CAP STAMPED "STEMM.LS715" ASSUMED SET IN LAND PARTITION 97-P0955
- (2) FOUND 5/8" REINFORCING ROD WITH YELLOW PLASTIC CAP STAMPED "BRANCH ENG LS 1138" ASSUMED SET IN RIVER POINTE
- (3) SET 5/8" X 30" REINFORCING ROD WITH ORANGE PLASTIC CAP STAMPED "FNF" 5/8" X 30" REINFORCING ROD WITH ORANGE PLASTIC CAP STAMPED "FNF" TO BE SET AT TIME OF POST-MONUMENTATION
- COMPUTED POINT ONLY, NOTHING FOUND NOR SET HERE.
- (X) DENOTES DATA OF RECORD WHERE X EQUALS THE REFERENCE HEREON MEASURED DATA EQUALS RECORD DATA UNLESS OTHERWISE NOTED.
- "P.U.E." PUBLIC UTILITY EASEMENT WHERE "X" INDICATES THE WIDTH FORESHORTENED LINE

## REFERENCES

1. LAND PARTITION PLAT NUMBER 97-P0955 (C.S.F. 34145 AND 34146)
2. RIVER POINTE FILE 74 - SLIDE 12 & 13
3. RIVER POINTE FIRST ADDITION FILE 74 - SLIDE 153-155

## CENTERLINE DATA THIS PAGE

CURVE NO.	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C49	2100.01'	128.84'	128.82'	N 226°15'W	330°55'
C50	2085.77'	353.92'	353.50'	N 046°02'E	94°32'
C51	2085.77'	148.17'	148.14'	N 733°49'E	404°13'
C52	550.00'	220.94'	219.46'	N 154°33'W	230°58'
C54	603.50'	112.66'	112.50'	S 519°10'W	104°14'
C55	556.00'	103.54'	103.40'	S 519°56'W	104°13'
C56	538.70'	107.22'	107.04'	S 540°44'E	112°12'
C57	479.00'	95.12'	94.96'	S 541°30'E	112°24'
L11	N 89°58'17"E	282.70'			
L13	S 0°00'10"E	141.40'			
L14	N 0°00'10"E	154.88'			
L15	S 0°00'10"E	135.81'			

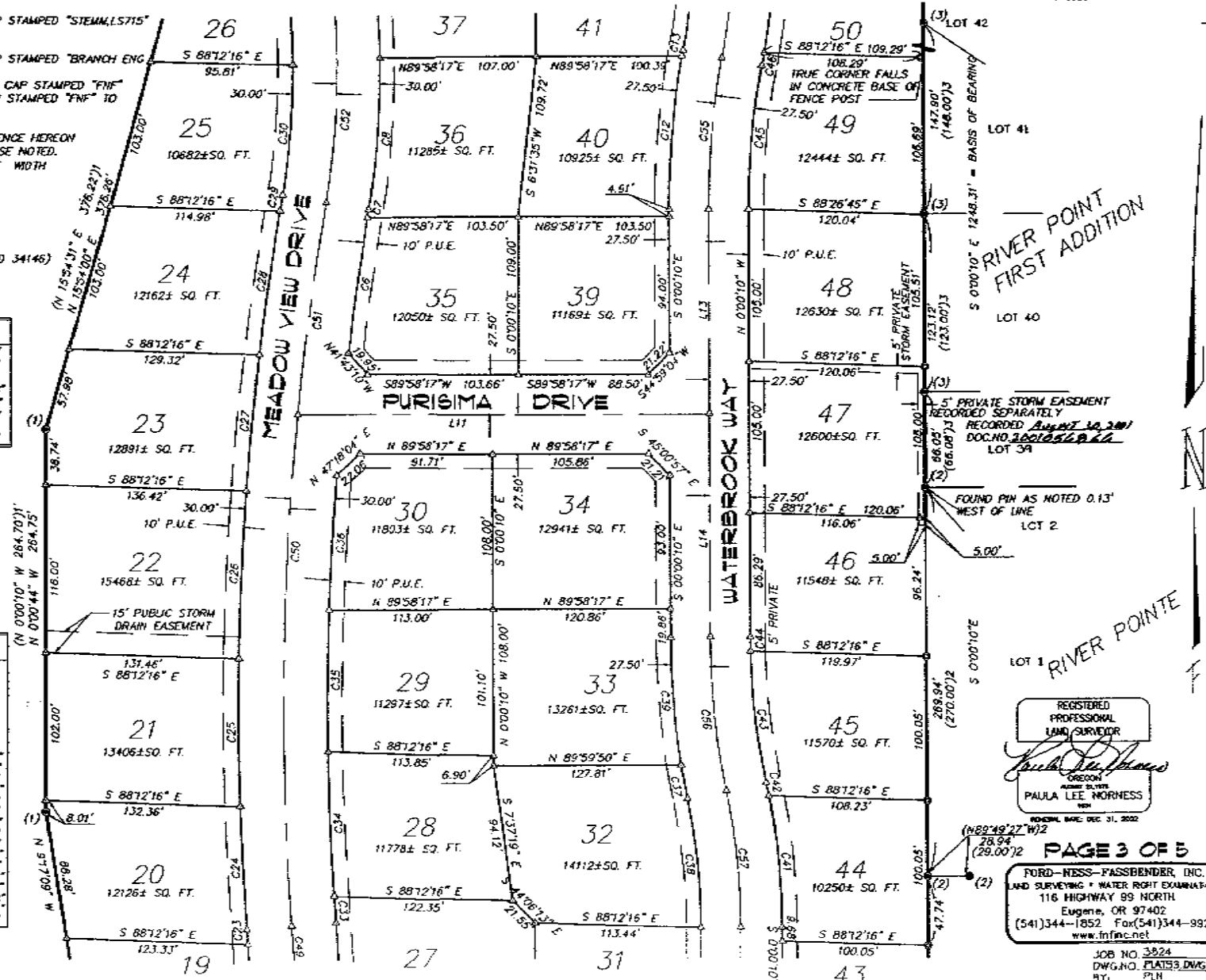
## LOT CURVE DATA THIS PAGE

LOT	CURVE NO.	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
20	C23	2070.01'	10.20'	10.20'	S 403°14'E	076°57'
20	C24	2115.77'	84.80'	84.80'	S 302°44'E	217°48'
21	C25	2115.77'	102.04'	102.03'	S 030°56'E	245°48'
22	C26	2115.77'	115.96'	115.95'	S 226°11'W	308°25'
23	C27	2115.77'	95.14'	95.14'	S 517°41'W	234°35'
24	C28	2115.77'	100.48'	100.47'	S 756°37'W	243°16'
25	C29	2115.77'	10.88'	10.88'	S 927°05'W	017°41'
25	C30	520.00'	89.33'	89.22'	S 440°36'W	950°35'
26	C31	2055.77'	100.01'	100.00'	N 217°10'W	247°14'
27	C32	2055.77'	97.49'	97.48'	N 027°58'E	243°01'
28	C33	2055.77'	93.20'	93.19'	N 307°24'E	235°51'
29	C34	566.20'	23.63'	23.63'	S101°10'E	223°28'
30	C35	451.50'	89.68'	89.61'	S 541°30'E	112°24'
31	C36	566.20'	88.56'	88.47'	S 430°31'E	857°43'
32	C37	2055.77'	95.07'	95.06'	N 807°24'E	238°59'
33	C38	2055.77'	5.40'	5.40'	N 931°25'E	009°02'
34	C39	580.00'	104.13'	103.99'	N 427°20'E	107°12'
35	C40	581.50'	104.66'	104.52'	S 518°08'W	1018°35'
36	C41	506.50'	91.12'	91.00'	N 519°23'W	1018°22'
37	C42	506.50'	9.46'	9.46'	N105°04'E	104°13'
38	C43	511.20'	91.79'	91.67'	N 614°12'W	107°17'
39	C44	511.20'	9.96'	9.96'	N 032°05'W	106°58'
40	C45	528.50'	98.42'	98.28'	N 519°56'E	104°13'
41	C46	631.00'	9.15'	9.15'	N107°08'E	049°51'

PLANNING FILE NO. 5T 01-12

ASSESSOR'S MAP NO. 7-D3-07-00 TAX LOT 1212

HP DESIGN JET 330 PLOTTER. HP #51640A PIGMENT BASED INK ON CONTINENT #JFC-4M2 POLYESTER FILM



RIVER POINT  
FIRST ADDITION

RIVER POINT

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Paula Lee Nornhss*  
OREGON  
PAULA LEE NORNHSS  
1034

RECORD DATE: DEC 31, 2002

PAGE 3 OF 5

FORD-NESS-PASSBENDER, INC.  
LAND SURVEYING & WATER RIGHT EXAMINATION  
116 HIGHWAY 99 NORTH  
Eugene, OR 97402  
(541)344-1852 Fax (541)344-8923  
www.infm.net

JOB NO. 3824  
DWG. NO. PLAT53.DWG  
R.Y. PLN

## EXACT COPY CERTIFICATE

PAULA LEE NORNNESS, DO HEREBY CERTIFY THAT THIS IS THE EXACT COPY OF THE FINAL SUBDIVISION PLAT OF ASHLEY ESTATES PUD WITH THE EXCEPTION OF THIS STATEMENT AND ANY APPROVAL SIGNATURES SHOWN ON SAID PLAT.

*Paula Lee Nornness*  
PAULA LEE NORNNESS, LS 1034

## ASHLEY ESTATES P.U.D.

E 1/2 - SEC.7 - T17S - R3W - WM.

W 1/2 - SEC.8 - T17S - R3W - WM.

EUGENE, LANE COUNTY, OREGON

REPLAT OF PARCEL 2 - LAND PARTITION 97-P055

RECORDED  
DATE August 20, 2001

FILE 75 SLIDE 1149

LANE COUNTY CLERK  
AND RECORDER OF  
DOCUMENTS*John Almond*  
DEPUTYDivision of Chief Deputy Clerk  
Lane County Deeds and Records

001-455561



\$56.00

RPN-SUBS Cnt=1 Sums3 COUNTER 02  
05.00 \$56.00 \$18.00 \$11.00

## LEGEND

- (1) FOUND 5/8" REINFORCING ROD WITH YELLOW PLASTIC CAP STAMPED "STEMM15715"
- (3) ASSUMED SET IN LAND PARTITION 97-P055
- (3) FOUND 5/8" REINFORCING ROD WITH YELLOW PLASTIC CAP STAMPED "BRANCH ENG LS 1138" ASSUMED SET IN RIVER POINTE
- (4) FOUND 5/8" REINFORCING ROD WITH YELLOW PLASTIC CAP STAMPED "BRANCH ENG LS 2609" ASSUMED SET IN RIVER POINTE SECOND ADDITION
- △ SET 5/8" X 30" REINFORCING ROD WITH ORANGE PLASTIC CAP STAMPED "FNF"
- △ 5/8" X 30" REINFORCING ROD WITH ORANGE PLASTIC CAP STAMPED "FNF" TO BE SET AT TIME OF POST-MONUMENTATION
- COMPUTED POINT ONLY, NOTHING FOUND OR SET HERE
- X ( ) DENOTES DATA OF RECORD WHERE X EQUALS THE REFERENCE HEREON
- MEASURED DATA EQUALS RECORD DATA UNLESS OTHERWISE NOTED.
- (X)P.U.E. PUBLIC UTILITY EASEMENT WHERE "X" EQUALS WIDTH

## REFERENCES

1. LAND PARTITION PLAT NUMBER 97-P055 (C.S.F.34145 AND 34146)
2. RIVER POINTE FIRST ADDITION FILE 74 - SLIDE 153-155
3. RIVER POINTE SECOND ADDITION FILE 75, SLIDE 180 THROUGH 183

## LOT CURVE DATA THIS PAGE

LOT	CURVE NO.	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
26	C31	520.00'	119.56'	119.29'	S 64°51'E	13°10'23"
27	C9	580.00'	111.67'	111.50'	N 61°13'W	11°01'52"
38	C10	580.00'	127.19'	127.19'	N12°34'06"W	1°41'54"
39	C11	70.00'	126.31'	109.86'	N38°16'37"E	103°23'20"
41	C13	583.50'	4.01'	4.01'	S10°28'14"W	0°23'38"
42	C14	578.00'	107.53'	107.37'	S 51°10'W	10°41'46"
50	C47	631.00'	108.65'	108.51'	N 45°41'55"E	77°07'48"
52	C1	47.00'	63.27'	58.60'	S36°29'10"E	95°51'55"
53	C2	19.00'	24.90'	23.15'	S37°30'51"E	75°04'30"
54	C3	47.00'	53.08'	50.30'	S34°26'00"W	64°42'32"
55	C4	47.00'	41.30'	39.99'	N88°12'07"W	50°21'14"
	C5	47.00'	51.58'	49.03'	N31°25'05"W	62°52'51"

## CENTERLINE DATA THIS PAGE

CURVE NO.	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C52	550.00'	220.94'	219.46'	N 154°33'W	23°00'58"
C53	100.00'	180.45'	156.94'	N38°16'37"E	103°23'20"
C54	801.50'	112.86'	112.50'	S 57°19'W	10°41'46"
C55	556.00'	103.54'	103.40'	S 57°19'W	10°40'13"

PARCEL 2 - 1.00' WIDE  
RESERVE STRIP BY SEPARATE  
DEED RECORDED August 20, 2001  
DOC. NO. 2001082824

FOUND REINFORCING ROD MARKING  
AN ANGLE IN THE WEST LINE OF  
PARCEL 2 OF LAND PARTITION  
PLAT NO. 97-P055

NOTE: 6044± SQ. FT.  
OF LOT 53 IS IN TREE  
PRESERVATION AREA

NOTE: 10219± SQ. FT.  
OF LOT 15 IS IN TREE  
PRESERVATION AREA

FOUND REINFORCING ROD MARKING  
THE NORTHWEST CORNER OF  
PARCEL 2 OF LAND PARTITION  
PLAT NO. 97-P055

FOUND REINFORCING ROD MARKING  
THE NORTHEAST CORNER OF  
PARCEL 2 OF LAND PARTITION  
PLAT NO. 97-P055  
HELD FOR BASIS OF EAST LINE

NOTE: 8069± SQ. FT.  
OF LOT 55 IS IN TREE  
PRESERVATION AREA

## TREE PRESERVATION AREA DIMENSIONS

CURVE NO.	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
A	57.00'	34.54'	34.01'	S50°10'59"W	34°42'58"
B	57.00'	3.60'	3.60'	N60°12'4"W	3°37'22"
KW	57.00'	25.16'	24.96'	N74°48'54"W	25°17'35"

B	N69°32'21"W	27.56'
C	N15°52'03"W	37.13'
D	S80°51'45"W	25.56'
E	N59°45'50"W	9.73'
F	N32°10'46"E	106.23'
G	S18°55'33"E	83.50'
H	S72°33'26"W	6.35'
I	S 81°33'W	42.92'
J	S14°15'32"W	59.89'
K	S 0°30'00"W	18.07'
L	N89°57'29"E	28.02'
M	S 0°22'09"E	27.86'
N	S89°33'32"E	23.02'
O	S20°46'02"E	76.81'
P	N31°04'11"E	116.67'
Q	S89°57'28"W	110.64'
R	S89°20'09"W	16.04'
S	S19°30'33"W	21.91'
T	N79°22'28"W	68.04'
U	S 0°00'10"E	91.70'
V	N68°57'56"W	17.95'
W	S48°18'40"W	26.69'
X	S 102°41'E	42.13'
Y	N 0°00'10"W	59.31'
Z	N89°37'34"E	37.11'
DD	S63°59'12"E	23.93'
EE	S24°05'08"W	24.15'
FF	S53°53'05"W	20.16'
GG	N62°05'09"W	11.07'
HH	S72°26'11"W	6.52'

FOUND REINFORCING ROD  
BEARS SOUTH 0.12' AND WEST  
0.07' FROM THE TRUE CORNER  
BASED ON THE OTHER CORNER  
MONUMENTS FOUND

FOUND REINFORCING ROD  
BEARING SOUTH 0.88' FROM  
THE TRUE LOCATION BASED  
ON OTHER CORNER MONUMENTS  
FOUND

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Paula Lee Nornness*  
OREGON  
JANUARY 2000  
PAULA LEE NORNNESS  
2001

RECORD DATE DEC. 31, 2002

PAGE 4 OF 5

FORD-NESS-PASSBENDER, INC.  
AND SURVEYING \* WATER RIGHT EXAMINATION  
116 HIGHWAY 99 NORTH  
Eugene, OR 97402  
(541)344-1852 Fax (541)344-5923  
www.inlinc.net

JOB NO. 3824  
DWG. NO. PLATS 4.DWG  
BY: P.H.

PLANNING FILE NO. ST 01-12  
ASSESSOR'S MAP NO. 17-03-07-00 TAX LOT 1212  
HP DESIGN JET 330 PLOTTER HP #51640A PIGMENT BASED INK ON CONTINENT #JPC-412 POLYESTER FILM

SCALE: 1" = 50'

## EXACT COPY CERTIFICATE

I, PAULA LEE NORNNESS, DO HEREBY CERTIFY THAT THIS IS THE EXACT COPY OF THE FINAL SUBDIVISION PLAT OF ASHLEY ESTATES PUD WITH THE EXCEPTION OF THIS STATEMENT AND ANY APPROVAL SIGNATURES SHOWN ON SAID PLAT.

PAULA LEE NORNNESS, LS 1034

## ASHLEY ESTATES P.U.D.

E 1/2 - SEC.7 - T17S - R3W - U.M.

W 1/2 - SEC.8 - T17S - R3W - U.M.

EUGENE, LANE COUNTY, OREGON

REPLAT OF PARCEL 2 - LAND PARTITION 97-P0955

RECORDED

DATE August 27, 2001

LANE COUNTY CLERK  
AND RECORDER OF  
DOCUMENTS

DEPUTY

FILE 75 SLIDE 1150

Division of Chief Deputy Clerk  
Lane County Bonds and Records

2001-000003

06289134206 100550630010016 \$56.00

06/30/2001 03:56:42 PM

RPR-SUBD Cnt1 Srm3 CASHIER 02  
\$5.00 \$38.00 \$10.00 \$11.00

## APPROVALS

CITY OF EUGENE PLANNING DIRECTOR

BY: Joan Garabedian-Johnson APPROVED: 8-29 2001

CITY OF EUGENE SURVEYOR

BY: Joseph W. Hargrave APPROVED: 8-23 2001

LANE COUNTY ASSESSOR

BY: Jo Hargrave APPROVED: 8/30 2001

LANE COUNTY BOARD OF COMMISSIONERS

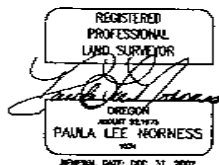
BY: Donna Morrison APPROVED: 8/30 2001  
CHAIRPERSON

## DESCRIPTION

PARCEL 2 OF LANE COUNTY LAND PARTITION NO. 97-P0955.

## SURVEYOR'S CERTIFICATE

I, PAULA LEE NORNNESS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED THE LAND DESCRIBED HEREON AND THE PROPER MONUMENTS HAVE BEEN SET OR WILL BE SET ALL IN COMPLIANCE WITH OREGON REVISED STATUTES. THE INITIAL POINT IS A 5/8 INCH IRON ROD ACCEPTED IN C.S.F. 34145 (LANE COUNTY LAND PARTITION PLAT NUMBER 97-P0955) AND DESIGNATED THE INITIAL POINT OF MAPLERIDGE AS RECORDED FILE 75, SLIDE 1031 THROUGH 1034.



## DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT ASHLEY ESTATES L.L.C., IS THE OWNER OF THE LAND DESCRIBED HEREON AND DID CAUSE THE SAME TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON IN ACCORDANCE WITH ORS CHAPTER 92, AND THAT ASHLEY ESTATES, L.L.C. DOES HEREBY DEDICATE TO THE FREE USE OF THE PUBLIC FOREVER ALL STREETS, STORM DRAIN EASEMENTS PUBLIC UTILITY EASEMENTS AS SHOWN HEREON. ASHLEY ESTATES, L.L.C. ALSO ACKNOWLEDGES THE CREATION OF A 5 FOOT WIDE PRIVATE UTILITY EASEMENT BY SEPARATE DOCUMENT AS EFFECTING LOTS 46 AND 47 AS SHOWN HEREON AS WELL THE TREE PRESERVATION AREAS CREATED HEREON AND DEFINED AS TO USE IN THE SEPARATELY RECORDED COVENANTS, CONDITIONS AND RESTRICTIONS.

ASHLEY ESTATES, L.L.C.  
BY STINGRAY DEVELOPMENT, INC.  
MANAGER

Steve W. Lee  
BY STEVE W. LEE, PRESIDENT  
STINGRAY DEVELOPMENT, INC.

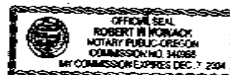
## ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF LANE

ON THE 20th of August, 2001 BEFORE ME APPEARED THE ABOVE NAMED STEVE W. LEE AS PRESIDENT OF STINGRAY DEVELOPMENT, INC., MANAGER FOR ASHLEY ESTATES, L.L.C., WHO ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE ITS VOLUNTARY ACT AND DEED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THIS 20 DAY OF August, 2001.



Robert H. Hargrave  
NOTARY PUBLIC FOR OREGON  
MY COMMISSION EXPIRES: 12-7-04

## COVENANTS, CONDITIONS AND RESTRICTIONS

RECORDED UNDER DOCUMENT DATED August 27, 2001 DOCUMENT NO. 2001056862, LANE COUNTY OREGON OFFICIAL RECORDS.

## NOTES

1. NO BUILDING, STRUCTURE, TREES, SHRUBBERY OR OTHER OBSTRUCTIONS SHALL BE PLACED OR LOCATED ON OR IN A PUBLIC UTILITY EASEMENT.
2. LOTS 4, 10, 15-19, 30, 34, 38, 42 AND 51 ARE EXEMPT FROM THE SOLAR SETBACK REQUIREMENTS OF EUGENE CODE PER EC 9.535(6)(c)(1) BECAUSE THE BUILDINGS WILL SHADE A NON-DEVELOPABLE ROADWAY. LOTS 53-55 ARE EXEMPT FROM THE SOLAR SETBACK REQUIREMENT OF THE EUGENE CODE EC 9.535(6)(c)(3) BECAUSE THE PROPOSED BUILDINGS WILL SHADE AN AREA SHADED BY TREES LOCATED WITHIN A DESIGNATED TREE PRESERVATION AREA. LOT 1-3, 5-9, 11-14, 18-28, 31-33, 35-37, 39-41, 43-50, 52 AND 56 SHALL BE SUBJECT TO THE SOLAR SETBACK REQUIREMENTS OF EC 9.535. COMPLIANCE WITH THESE STANDARDS WILL BE DEMONSTRATED AS PART OF THE BUILDING PERMIT APPLICATION PROCESS FOR EACH LOT.

## CONCURRENCE

CONCURRENCE TO PLATING BY BENEFICIARY OF TRUST DEED RECORDED JUNE 27, 2001, RECEPTION NO. 2000 038453 OFFICIAL RECORDS OF LANE COUNTY, OREGON RECORDED August 20, 2001 UNDER DOCUMENT NO. NO. 2001056862, LANE COUNTY OREGON OFFICIAL RECORDS.

## POST MONUMENTATION

I, PAULA LEE NORNNESS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE INTERIOR CORNERS WILL BE SET BY DECEMBER 31, 2001.

## POST-MONUMENTATION AFFIDAVIT

A POST-MONUMENTATION AFFIDAVIT WAS RECORDED  
2001 AT DOCUMENT NO. \_\_\_\_\_ LANE COUNTY OREGON  
OFFICIAL RECORDS.

## PAGE 5 OF 5

FORD-NESS-FASSBENDER, INC.  
LAND SURVEYING & WATER RIGHT EXAMINERS  
115 HIGHWAY 99 NORTH  
Eugene, OR 97402  
(541)344-1852 Fax (541)344-992  
www.infmnc.net

JTB NO. 3824  
DWG. NO. PLATSS&DW



Division of Chief Deputy Clerk  
Lane County Deeds and Records

2001-056867



\$126.00

00209202200100568670210211

08/30/2001 03:56:42 PM

RPR-REST Cnt=1 Stn=3 CASHIER 02

\$105.00 \$10.00 \$11.00

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**ASHLEY ESTATES P.U.D.**  
**(Lots 1Through 56)**

THIS DECLARATION made on the date hereinafter set forth by ASHLEY ESTATES, L.L.C., hereinafter referred to as "Declarant".

W I T N E S S E T H

I.

Declarant is the owner of the property known as ASHLEY ESTATES P.U.D. in Lane County, Oregon and more particularly described as: Lots 1-56, Ashley Estates P.U.D. as platted and recorded in Lane County Plat Records, Lane County, Oregon.

II.

Declarant deems it desirable in furtherance of the purposes set out herein to create an organization called The Architectural Review Committee, hereinafter called "The Committee", to review plans and specifications of buildings, fences, walls, landscape and planning as to location and exterior design with the development.

III.

Declarant deems it desirable in furtherance of the purposes set out herein to establish these covenants and restrictions which shall apply to all real property contained in the development.

IV.

ASHLEY ESTATES P.U.D. is a planned unit development proposed for that real property more particularly described hereinabove.

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

Section 1 - "Owner": Shall mean and refer to the record owner, including contract purchasers, whether one or more persons or entities, of the fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2 - "Properties": Shall mean and refer to that certain real property hereinbefore described.

Section 3 - "Lot": Shall mean and refer to any plot of land shown on any recorded subdivision or planned unit development map of the properties.

## ARTICLE II

### Architectural Review Committee

Section 1 - Design Review: There is hereby created the Architectural Review Committee ("the Committee") for Ashley Estates P.U.D. There shall be not less than two, nor more than three members of the Committee. The initial members of the Committee shall be Jeff Elder, Galand Haas, and Dan Hill. The decision of any two members of the Committee shall be binding, and a majority of the Committee may designate a representative member to act for the Committee.

A Committee member need not be a Lot Owner, provided that if a Committee member is a Lot Owner, then there may not be another Committee member who has an ownership interest in the same lot or lots. The Committee shall consist of persons experienced in one of the allied physical design professions (i.e. civil engineer, architect, land use planner or consultant, attorney, or licensed contractor with special qualifications useful to unique land, water, and construction features of Ashley Estates P.U.D.)

Members of the Committee shall serve until they resign or are replaced by vote of the Committee or the Owners. A committee member may be replaced by vote of the Owners representing seventy-five percent of the lots subject to these conditions, covenants and restrictions. In any such vote each Lot shall receive one vote. Lot Owners by vote shall replace any Committee member so removed.

Except where replaced by a vote of the Owners, a Committee member may be added or replaced by the vote of the other two members of the Committee. The remaining two members shall select a replacement for a member so removed. If a vacancy is created on the Committee due to resignation or other cause, the remaining committee members shall select a replacement.

Section 2 - Purpose and Authority: The primary purpose of the Committee shall be to review all submissions to the Committee by all owners and builders of lots in Ashley Estates P.U.D. pursuant to the Committee Review Process as set forth in Article III hereinbelow.

Section 3 - Committee Approval Required. No construction, construction preparation, building, fence, wall, patio, deck, pool, spa, heat pump, antennae, awning, screen, trellis, satellite dish or other structure, including without limitation any improvement or fixture, shall be commenced, installed, or erected on any Lot in Ashley Estates P.U.D.; nor shall any exterior addition to, or change or alteration therein, be made to any existing structures, improvements, or fixtures; nor shall any clearing, tree and brush trimming or removal, grading, or landscaping of any Lot be commenced; until all complete and detailed plans therefor have been submitted to and approved in writing by the Committee.

The Committee may at any time, before or after issuing such approval require the Owner, the Owner's contractor or other representative, and any occupant, to confirm in writing that the Owner and anyone acting on its behalf have reviewed the provisions of this Declaration and Articles, and any "Design Guidelines and Construction Regulations" regulating such construction adopted by the Declarant or Architectural Review Committee at that time; and agree to fully comply with such provisions, to the Committee's subjective satisfaction, in designing and constructing any proposed construction, repair or improvement.

## 2 - Declaration of Covenants, Conditions and Restrictions



In the event that any Owner or contractor fails to obtain such approval as provided herein, the Committee shall have the right to require the Owner of the Lot upon which the unapproved improvement is placed to remove said improvement, and shall have all enforcement rights provided by law, including the right to pursue injunctive relief.

Notwithstanding this Section 3, no approval shall be required to refinish an exterior surface in accordance with a color scheme previously approved in writing by the Committee, or to rebuilt an improvement in accordance with plans previously approved in writing by the Committee; and nothing contained in this Section shall limit the right of an Owner to remodel the interior of his living unit or to paint the interior of the living unit any color desired, except with regard to noise abatement and reasonable restrictions on time and method of such activities to protect the health, safety and welfare of other Owners.

Section 4 - Rules and Procedures: In addition to the authority of the Committee referenced in Section 2 hereinabove, the Committee shall, from time to time, adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications; required content and number of copies of plans and specifications; provisions for mandatory on-site Committee visit with the Owner and Owner's architect; and provisions for notice of approval or disapproval. These rules and procedures, when adopted, shall be contained in the "Design Guidelines and Construction Regulations," which document may be relied upon by Owners and the Committee in connection with the preparation, review and approval of plans.

Section 5 - Additional Design Criteria: The Committee may also, from time to time, adopt, amend, modify or revise additional design criteria for any improvements, lot clearing and landscaping in Ashley Estates P.U.D. These additional design criteria, when adopted, shall be contained in the "Design Guidelines and Construction Regulations." These additional design criteria shall serve to implement and clarify the policies and principles contained herein. The "Design Guidelines and Construction Regulations" shall be enforceable as rules and regulations. No such additional design criteria or amendment, modification or revisions of such criteria shall be construed to require destruction of structures, improvements, or landscaping approved prior to the adoption and publication, but they may affect maintenance or improvements to such things which do not require destruction.

Section 6 - Variances and Waivers: The Committee may, in its sole discretion, grant reasonable variances or waivers from the provisions set forth herein, where: (a) literal application thereof results in unnecessary hardship; and (b) where the granting thereof will not be materially detrimental or injurious to all other Owners of other Lots in the Lot Community. However, variances as to the height and maximum area restrictions shall be granted where the variance would permit an increase of more than twenty percent (20%) of the height and maximum area specified in this Article IV. All variances or waivers shall contain findings of fact by the Committee, setting forth each criterion for variance or waiver considered, shall be in writing, and shall be signed by the Committee, in order to be valid.

### ARTICLE III

#### Committee Review Process

Section 1 - Approval Requirement: As provided in Article II, no site or structural improvements shall be made to any Lot, and no applications for permits for such improvements shall be filed until such improvements have been approved by the Committee. The process for obtaining the approval shall be as set forth in this Article III.

Section 2 - Preliminary Meeting: When residential construction or remodel to an existing residence is being planned, a preliminary meeting with the Committee is recommended for the purposes of discussing design considerations, materials and specifications, and the review process itself. The goal of the meeting would be to resolve any issues prior to submission and streamline the approval process.

Section 3 - Submission of Required Plans: For construction or alteration of any improvements, two (2) sets of plans and specifications, drawn to scale, showing the nature, kind, shape, color, size, materials and location of such improvements, alterations, etc., shall be submitted to the Committee for review and approval. Said plans and specifications shall include the location of all improvements, if any, existing upon the Lot, the location of the improvement proposed to be constructed, the existing and finish grade, the color and composition of all exterior materials to be used, proposed landscaping to be introduced or existing vegetation to be removed, and any other information which the Committee may require, including soil, engineering, and geologic reports and recommendations.

For initial landscaping or major re-landscaping (including without limitation re-contouring of any Lot, removal, clearing or trimming existing vegetation, and placement of large rocks, and boulders, or potential barriers to view by other Lots), two (2) sets of plans and specifications showing the existing and proposed contour of the Lot, and showing the nature, kind, shape, and location of the materials proposed for removal or placement shall be submitted to the Committee for review and approval.

Section 4 - General Design Criteria: In general, the quality and workmanship and design of improvements and landscaping should be in harmony with the external design and location of existing structures, in harmony with the topography of the Lot, and in harmony with the unique character and appearance of Ashley Estates P.U.D.

Section 5 - Specific Design Criteria:

a. Single Family Living Units; Attached Garages: Only single-family living units shall be permitted on any Lot. No multiple residential buildings or zero lot line development shall be permitted on any Lot. Each living unit shall have a full car garage, accommodating a minimum of two, and a maximum of four vehicles. No detached structures of any kind, other than a garage, pool house, gazebo, spa, or similar structures, shall be permitted.

b. Minimum and Maximum Area: Each living unit shall have a minimum of 2000 square feet of interior living area, except that Lots 5, 6, 27, 43, 54 and 55, shall have a minimum of 1700 square feet of interior living area.

Each living unit shall also have a maximum building coverage area (inclusive of roofed, enclosed terraces, garages, and any other attached structures) of 50% of the area within the Lot, provided that, in determining the area of the Lot, any areas with Tree Preservation or Drainage Easements as described below, shall not be included.

The Committee has the right to adjust the minimum square footages and maximum building coverages for special situations as deemed by the Committee.

c. Height: The maximum building height of any structure shall be that allowed in the Eugene City Code as currently described in Section 9.534(a)1.



d. Fences and Hedges: No fence or wall shall be erected or placed on any Lot without prior written approval of the Committee. In addition, all fences along the boundary of Ashley Estates P.U.D. shall comply with Article IV hereinbelow.

e. Roof Pitch: All roofing materials and design shall require the written approval of the Committee. Minimum required roof pitch shall be 4:12.

f. Solar Energy: The Committee shall not prohibit the installation or use of a solar energy system, except that it may apply any specific design criteria set forth herein, and make reasonable aesthetic requirements or restrictions which do not significantly decrease system efficiency or specified performance; or which allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

g. Radio and Television Antennae: No external antennas or related equipment, towers, poles or any structure to be used for the purpose of transmitting or receiving radio, television or related signals shall be installed, affixed, mounted or constructed on a Lot, unless approved by the Committee. In considering whether to approve applications, the Committee shall consider and give great weight to protection of views of other Owners and considerations of aesthetics and uniformity of appearance in the Lot Community.

h. Satellite Dishes: All satellite dishes shall be screened from view of neighboring properties to the maximum extent permitted by law. The location of satellite dishes shall be subject to the prior approval of the Committee.

i. Storage Tanks: No tank for the storage of fuel shall be installed outside any structure on the Lot nor shall such a tank be buried below the surface of the ground.

j. Solar Setback Standards: In accordance with Eugene Code Standards and the conditions of approval by the City of Eugene for Ashley Estates P.U.D., the following Solar Setback Standards shall apply:

1. Lots 4, 10, 15-18, 30, 34, 38, 42 and 51 are exempt from the solar setback requirements of Eugene Code per EC 9.535(6)(c)(1) because the proposed building will shade a non-developable roadway. Lots 53-55 are exempt from the solar setback requirements of the Eugene Code EC 9.535(6)(b)(3) because the proposed buildings will shade an area shaded by trees located within a designated tree preservation area. Lots 1-3, 5-9, 11-14, 19-29, 31-33, 35-37, 39-41, 43-50, 52 and 56 shall be subject to the solar setback requirements of EC 9.535. Compliance with these standards will be demonstrated as part of the building permit application process for each lot.

2. 80 percent of the lots within this development (46 lots) are subject to compliance with the solar design standards of EC 9.510(11). Lots 1-3 are exempt from these requirements but count towards the required 46 lot total as allowed in EC 9.510(11)(e)(2)(b). Lots 54-55 are exempt from these requirements but count towards the required total as allowed in EC 9.510(11)(e)(3)(a). The remaining 41 lots which are designated to comply with the standards of EC 9.510(11) are Lots 4, 10-19, 22, 27-53 and 56. **Development on these lots shall be in compliance with one of the following two options:**

A. Buildings shall have their long axis oriented within 30 degrees of the true east-west axis and at least 80 percent of the south-facing wall a minimum of 10 feet from the south property line, (Eugene Code Section 9.510(11)(a)(1)); or

B. Buildings shall have at least 40 percent of their glazing and 500 square feet of their roof area facing within 30 degrees of south and a minimum of 10 feet from the south property line, (Eugene Code Section 9.510(11)(a)(2)).

Section 6 - Committee Approval; Timing: The Committee shall make a reasonable effort to review plans and specifications and notify the Owner of approval or disapproval as soon as is practicable. In the event the Committee fails to approve or disapprove plans and specifications in writing within ninety (90) days after all information requested by the Committee in connection with the application has been submitted, the Committee's approval shall be deemed given.

Section 7 - Grounds for Disapproval: The Committee may disapprove any application:

a. If such application does not comply with the requirements of Article III, Section 3 hereinabove, or otherwise fails to provide the Committee with sufficient information to complete the Architectural Review Checklist, a sample of which is attached hereto as Exhibit "A" and incorporated by reference.

b. If such application does not comply with the provisions of this Article III, including without limitation, all provisions of the "Design Guidelines and Construction Regulations" as adopted by the Declarant and amended by the Committee.

c. Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvement on a Lot, finish ground elevation, color scheme, finish, design, proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch, or type of roof proposed to be placed thereon; or

d. If, in the judgment of the Committee, subjectively measured but reasonably exercised, the proposed improvement will not be harmonious with Ashley Estates P.U.D. or with the improvements erected on other Lots in Ashley Estates P.U.D.

Section 8 - Certificate of Compliance: All construction shall be completed within twelve (12) months of the starting date of construction. At any time prior to completion of construction of any improvement, the Committee may require the Owner to deliver certification from a licensed surveyor that such improvement does not violate any building coverage or set-back rule, ordinance or statute, nor encroach upon any public or private easement or right-of-way of record.

Section 9 - Submission Fee: Arbor South Architects has been contracted by the Committee to review plans and specifications submitted. The Committee will require a non-refundable fee to Arbor South Architects to accompany the submission of plans and specifications.



Section 10 - Security Deposit: In addition to payment of administrative fees, the Committee shall require a security deposit of \$1,000.00 to be deposited with the Committee prior to final approval of the plans and specifications, for the purpose of ensuring completion of the proposed project in a timely manner and in accordance with all applicable requirements and design guidelines, as set forth herein. The deposit may be applied to redress violations or offset expenses of the Committee for noncompliance; otherwise, the deposit shall be returned to the Owner upon satisfactory completion of the construction and final inspection and approval by the Committee.

Section 11 - Limitation of Liability: Notwithstanding the approval by the Committee of any construction plans and specifications hereunder, or its inspection of the work in progress, or failure to do so, neither the Committee, the Declarant, nor any person acting on behalf of any of them, shall be responsible or liable to any owner or any third party in any way, for any defects in any plans, specifications or other materials submitted to the Committee; nor for any defects in any work done pursuant thereto; nor for any noncompliance with building codes or applicable law, governmental ordinances and regulations. The Owner whose plans and specifications were approved shall defend, indemnify, and hold the Committee, the members thereof, and Declarant harmless from any and all liability arising out of, regarding or pertaining to such construction, regardless of description; including without limitation the duty to so indemnify for all reasonable attorneys' fees and costs incurred in defense, and regardless of whether Court proceedings occur.

## ARTICLE IV

### Fencing

Section 1 - Exterior Boundary Fencing: Except where the eastern exterior boundary of Ashley Estates P.U.D. is adjacent to a public roadway or public right-of-way, there currently exists fencing along said eastern boundary, located along the easterly boundaries of Lots 44, 45, 46, 47, 48, 49, 50, 51, and 55. The Owners of said Lots (together with those Owners of the Lots sharing said fencing) shall be responsible for maintenance and upkeep of said fencing along the eastern exterior boundary of Ashley Estates P.U.D.

The Declarant shall be constructing fencing along the western and northern exterior boundaries of Ashley Estates P.U.D., including along the public right-of-ways on the western exterior boundary of Ashley Estates P.U.D., affecting the western boundaries of Lots 6-10; 19-26, and 52-54, and the northern boundary of Lots 54 and 55. The Owners of the Lots shall be responsible for maintenance and upkeep of said fencing as follows:

a. The Owners of Lots 6-10; 19-26; and 52-55 shall be responsible for the maintenance and upkeep of both sides of the fencing along their respective western, and/or northern boundaries where such boundaries are also the exterior boundaries for Ashley Estates P.U.D. Maintenance shall include, but not be limited to, replacement paint, landscape care, and structural maintenance and repair. All repair, maintenance and/or replacement of this fencing shall be the same style and design as was installed by Declarant;

b. The southerly half of the fencing located on the public right-of-way between Lots 10 and 19 shall be maintained by the Owner of Lot 10 (both sides of said fencing) and the northerly half of the fencing located in said right-of-way shall be maintained by the Owner of Lot 19 (both sides of said fencing);



c. The southerly half of the fencing located in the public right-of-way between Lots 26 and 52 shall be maintained by the Owner of Lot 26 (both sides of said fencing) and the northerly half of the fencing located in said right-of-way shall be maintained by the Owner of Lot 52 (both sides of said fencing).

Section 2 - Other Fencing: All other fencing to be constructed in Ashley Estates P.U.D., including a plan for maintenance thereof, shall be submitted for approval by the Committee. The Committee may require construction of boundary fences (between Lots) in a style to be determined by the Committee, as a condition to its approval of a landscape plan.

All wood fencing shall be constructed in the style set forth in that drawing attached as Exhibit "B" and incorporated herein by reference. The design of other kinds of fencing including masonry or metal) and the location of all fencing, shall be subject to the approval of the Committee.

## ARTICLE V

### Use Restrictions and Obligations

Section 1 - Use of Lot: No Lot shall be occupied and used except for residential purposes by the Owners, their tenants and social guests; and no trade or business or commercial activity shall be conducted therein; provided, that living units may be used as a combined residence and executive or professional office by the Owner, so long as such use is in compliance with applicable law and does not interfere with the quiet enjoyment by other Owners of their living units; and provided, further, that no clients or customers may call at the living unit/office, nor may any sign be displayed.

No group care facilities of any kind, whether operating as a business or charity, and serving the sick, elderly, disabled or handicapped, shall be permitted on any Lot. No tent, shack, trailer, camper, recreational vehicle garage, outbuilding or structure of a temporary character shall be used on any Lot at any time as a dwelling, either temporarily or permanently. No overnight camping on any Lot shall be permitted with or without the use of temporary structures. Nothing herein shall prohibit a contractor's tool house (or privy) and his equipment being used during approved construction, provided it is removed at the earliest practical date.

Section 2 - Architectural Review Committee Approval: No living unit shall be occupied until the exterior has been completed in compliance with the Committee's approval of the plans and specifications for such exterior, pursuant to Articles III; and until a certificate of occupancy has been issued by any governmental agency with authority over rights of occupancy.

Section 3 - Commencement of Construction of Living Unit: Each Owner, other than Declarant, shall commence construction of a living unit on the Lot within eighteen (18) months of the date on which the Declarant first conveyed the Lot to any Owner. If an Owner fails to comply with this Section, the Committee may, after giving the Owner at least thirty (30) days written notice, cause the Lot to be landscaped in such a manner as the Committee and the Architectural Review Committee deem appropriate, including (without limitation) the removal or trimming of existing vegetation and the planting of new vegetation. The Committee shall assess the Owner with the actual cost of the landscaping, which assessment shall be due and payable on demand; provided, that the foregoing assessment shall not exceed the sum of \$5,000.00.

**Section 4 - Completion of Construction:** Construction of any improvement, once commenced, shall be pursued diligently to completion. Improvements not completed within eight (8) months after commencement, or upon which significant and material construction has ceased for thirty (30) consecutive days; or which have been partially or totally destroyed and not rebuilt within six (6) months of such destruction; shall be deemed nuisances or abandoned, as dictated by the facts presented. The Committee may then require an Owner to remove any such nuisance or abandoned improvement; or may repair or complete the improvement and assess the Owner for the actual costs thereof; any such assessment shall be due and payable on demand.

**Section 5 - Completion of Landscaping:** Each Owner shall complete the landscaping of his Lot within 60 days of substantial completion of the living unit on the Lot, provided that, if substantial completion occurs between October 1 and May 1 of the next year in which case landscaping shall be completed within 60 days of May 1 immediately succeeding the date of substantial completion. However, each Owner will treat any exposed soil areas within one (1) week of substantial completion as more specifically described in any landscape plan or Design Guidelines and Construction Regulations.

**Section 6 - Nuisances:** No noxious, illegal, or seriously offensive activities shall be carried on or upon any Lot, or any part of Ashley Estates P.U.D., nor shall anything be done thereon which may be or may become a serious annoyance or a nuisance to any Owner, or which may in any way interfere with the quiet enjoyment of each of the Owners of his or her respective Lot(s).

**Section 7 - Vehicle Restrictions and Towing:** An Owner may park his boat, trailer, camper, or other recreational vehicle within the confines of the Owner's garage, or concealed from view from the street, from any neighboring lots, and from any portion of any property located directly to the west of Ashley Estates P.U.D. behind a fence. "Fence" for the purposes of this section, may include a vegetation screen. An Owner may not park his boat, trailer, camper, or other recreational vehicle on any other portion of the Lot, except for temporary parking in the driveway for the purpose of loading or unloading; however, an Owner may permit his visitors to park their boat, trailer, camper, or other recreational vehicle in the Owner's driveway for up to twenty-four (24) hours while visiting the Owner.

No commercial vehicle or truck (other than a standard size pickup truck or standard size van) shall be parked on any portion of the Lot, other than in the driveway on a temporary basis for loading and unloading purposes or servicing the home or grounds. Commercial vehicles shall not include sedans (or standard size vans or pickup trucks) which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Committee. An Owner may park his non-commercial sedan, standard size van or pickup truck within the confines of the Owner's garage or in the "turn around area" of the driveway; provided, that no disabled vehicles, vehicles that are on blocks, or vehicles that are in disrepair or unsightly shall be parked in any portion of the driveway. No vehicle or equipment of any kind shall be parked or stored in the streets or right-of-ways.

No noisy or smoky or unlicensed motor vehicles shall be operated in Ashley Estates P.U.D.

The Committee may cause the removal of any vehicle wrongfully parked or stored in violation of this Section, including without limitation a vehicle owned by an Owner or Occupant. The Committee shall not be liable for any damages incurred by the vehicle owner because of the removal in compliance with this Section or for any damage to the



vehicle caused by the removal, and the responsible owner shall indemnify and hold the Committee and their members harmless from any claim of damages resulting from Committee action under this Section, including, without limitation, indemnity for reasonable attorneys' fees and costs incurred in defense of such claims. If requested by the owner of the vehicle, the Committee shall state the grounds for the removal of the vehicle.

Section 8 - Garages: Garage space may not be converted into any use (such as a recreational room or storage) that would prevent its use as a parking space for the number of vehicles it was designed to contain.

Section 9 - Signs: No exterior signs of any kind or for any purpose shall be permitted on any portion of a Lot except as follows: (a) Owners may exhibit "for sale" signs; (b) during the time of construction of a living unit or other improvement, a reasonable number of job identification signs may be displayed from the window of the living unit or other structure so long as such signs and their location have been approved by the Committee; and (c) each Owner may display one sign (not exceeding 1.5 square feet in size) showing the name and address of the Owner so long as such signs and their location have been approved by the Committee.

No permitted signage shall exceed six (6) square feet.

Section 10 - Animals: No animals of any kind shall be raised, bred, or kept on any Lot for any commercial purposes. An Owner may keep a reasonable number of dogs or cats, provided that, they are kept under reasonable control at all times. No other animals are allowed.

Section 11 - Garbage and Refuse Disposal: All rubbish, trash and garbage shall be regularly removed from the Lots, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers; the Committee may adopt rules from time to time specifying the type, form and color of such containers. All equipment and receptacles for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and shall be screened from view of neighboring Lots, and streets by being kept in enclosures which are accessible from the outside, and which match the color and materials of the exterior of the living unit. No toxic or hazardous materials shall be disposed of down the drains, or otherwise. The cost of all disposal of hazardous materials shall be borne by the Owner(s) creating the need for disposal, and such disposal shall be only done in the manner provided by law.

No trash or debris shall be dumped on any portion of any real property located directly to the west of Ashley Estates P.U.D.

Section 12 - Outside Laundering: No outside drying of laundry which is visible from other Lots or streets shall be allowed.

Section 13 - Owner's Obligations to Maintain and Repair Improvements: Each Owner shall maintain, at all times, the exterior of all structures and improvements on his or her Lot in good and sanitary condition and good repair, and shall maintain the Lot free of debris and unsightly objects. All material, equipment, or other objects (including firewood) stored on the Lot shall be stored within a building, except during the course of construction of an improvement. If any Owner fails to comply with this Section the Committee may, after giving the Owner at least thirty (30) days prior written notice, cause the Lot to be brought into compliance and assess the actual cost thereof to the Owner, which assessment shall be due and payable on demand.

**Section 14 - Owner's Obligation to Maintain Landscaping:** After initial landscaping has been installed on a Lot (either by the Owner or by the Committee pursuant to Section 3 of this Article) the Owner shall thereafter maintain, at all times, the landscaping and all unimproved areas of the Lot in good condition, including trimming, mowing, watering, replacing dead or diseased vegetation, and any other action referenced in the approved landscaping plan, and shall maintain proper and natural drainage, and minimize any fire hazard.

No new trees or shrubs shall be planted or placed on any Lot which obstruct or unreasonably diminish the view of any other Owner. Compliance with this provision may be enforced by the Committee.

If an Owner fails to comply with this Section, the Committee may, after giving the Owner at least thirty (30) days prior written notice, cause the Lot to be brought into compliance and assess the actual cost thereof to the Owner, which assessment shall be due and payable on demand.

**Section 15 - Use of Adjacent Property:** The Declarant discloses to all Lot Owners that the real property immediately adjacent to Ashley Estates P.U.D., to the west and north (bordering Lots 6-10; 19-26; and 52-55) may be developed into a golf course, (or similar open space type use) and that it is customary in the construction, development, maintenance and operation of a golf course or property of a similar use, that the following may or will occur:

- a. Operation of machinery, including but not limited to, mowers, blowers and tractors may occur during all daylight times, which shall be defined as one-half hour before sunrise to one-half hour after sunset;
- b. Application of pesticides and herbicides to the golf course shall occur periodically; and
- c. During initial construction, and at times thereafter, changes in topography, vegetation and landscaping may occur which will, by its nature, require moving and relocation of soils and use of machinery.

Each Owner purchases his or her Lot acknowledging the possibility of development of said adjacent real property into a golf course and agrees not to object to any nuisance or disturbance caused by the construction, development, operation or maintenance of a golf course in a reasonable and customary manner.

**Section 16 - Drainage; Drainage Easement:** Each Owner, their heirs, successors and assigns of a lot in said subdivision agree that they will not in any way interfere with the established drainage over their lot and that they will make adequate provisions for property drainage for the benefit of all affected lots. For the purpose hereof, "established drainage is defined as the drainage which occurred at the time the overall grading of said subdivision was completed by the undersigned Declarant."

**Section 17 - Utilities and Utility Easements:** Easements and right-of-ways for installation and maintenance of utilities, facilities, and signage, are shown on the recorded plat, or otherwise recorded in the Official Records of Lane County, Oregon, including the following:



- a. A ten foot public utility easement running parallel and contiguous with all street right-of-ways.
- b. Sanitary Sewer Easement along the southern boundary of Lot 51 as shown on the recorded plat.
- c. A ten foot public utility easement on the southerly portion of Lots 5 and 6.
- d. A ten foot private storm easement centered on the lot line common to Lots 46 and 47.

Section 18 - Placement of Utilities: Declarant discloses to all lot owners that the placement of all utility lines and equipment, including meters, hydrants, conduit and piping, is up to the sole discretion of the utility installing such equipment, and that placement may not be centered within easements, or on lot corners or boundaries. Lot owners are advised that they cannot rely on placement of such equipment to delineate boundaries of lots or easements.

Section 19 - Additional Rules and Regulations: The Committee from time to time may adopt, modify and revoke rules and regulations governing the conduct of persons, and the maintenance, improvements, operation, landscaping and other use of the Lots as it may deem necessary or appropriate, in order to assure the peaceful and orderly use and enjoyment of the Lots. A copy of all such rules and regulations, upon adoption; and a copy of each amendment, modification or revocation thereof, when final; shall be delivered by the Committee promptly to each Owner, and shall thereafter be binding upon all Owners and Occupants of Ashley Estates P.U.D.

Section 20 - Combining and Subdividing Lots: If an Owner owns two adjacent Lots, the Owner may, at his or her option and to the extent allowed by law, combine the two Lots into one Lot; provided the Owner first obtains all necessary approvals and consents from any governmental body having jurisdiction over the proposed combination, at said Owner's expense. The Committee shall provide the Owner with a building envelope for the newly created Lot. If the Owner constructs a living unit or other structures on the newly created Lot outside the setback areas and required building coverage areas of the original Lots, the newly created Lot cannot be subdivided unless and until all such structures and improvements have been removed; and unless and until the Owner obtains the consent of any governmental entity having jurisdiction over any aspect of the proposed division, at said owner's expense. No Lot, other than a combined Lot created under this Section, shall ever be subdivided, in law or in fact.

If an Owner lawfully combined two Lots as provided herein, the Owner shall thereafter vote only one Lot until such time, if any, as the Lot is subdivided.

## ARTICLE VI

### Street Tree Plan; Sidewalks

Section 1 - Street Trees/Sidewalks: Except as otherwise set forth herein, no tree on the properties subject hereto shall be damaged or removed without first obtaining a permit from the Eugene Public Works Department in accordance with the procedures and standards set forth in the Eugene Municipal Code.



**Except as set forth in Section 2 hereinbelow, all sidewalks in Ashley Estates P.U.D. will be of the setback design. Please consult new street code ordinance for new planting strip width.**

Street trees are required for the proposed public streets and will be installed according to requirements of the Eugene Code and Urban Forestry standards and specifications. The City of Eugene Public Works Maintenance Division is responsible for providing and planting street trees within this development. The City only plants new street trees during the trees dormant period between the months of November through March. To get on the list for the City's next planning season, the property owner must contact the office of the Urban Forester for the City of Eugene. The owner and/or builder of each lot shall bring the planting strip between the curb and sidewalk up to grade as early as possible in the construction process to facilitate planting of trees by the City as soon as possible after the City Code allows. The property owner may request the planting of any species of tree included in the City's "Approved Street Tree Species list" which will meet the planting standards contained within the Eugene City Code 7.280. It is recommended that the landscaping design within the parking strip (planting strip) allow for future automated irrigation. (Automatic irrigation systems are not provided by the City).

The initial payment to the City of Eugene for trees will be the responsibility of the Declarant. The Declarant under the new street tree ordinance has opted to pay the City to be responsible for planting said trees after residential construction and sidewalks are complete with respect to each individual lot.

Except as otherwise set forth above, sidewalks and street trees for each lot as required by the City of Eugene shall be the responsibility of the lot owner. A final street tree plan and trees chosen to be planted shall be subject to approval by the Urban Forester and the Planning Division for the City of Eugene.

Section 2 - Sidewalks: Construction of sidewalks on Lots 1, 14, 15, 43, and 44 adjacent to River Pointe Drive and sidewalks on Lots 5 and 6 adjacent to Ayres Road shall be a condition to building permit approval.

Except as set forth herein, all sidewalks in Ashley Estates P.U.D. shall be of setback design.

Section 3 - Right-of-Way: The sidewalk for the area in the public right-of-way located along the western boundary of Ashley Estates P.U.D. between Lots 26 and 52 and the planting strip adjacent thereto shall be constructed by Declarant. The Declarant will also be responsible for initial payment of street trees pursuant to Section 1 hereinabove.

Maintenance and upkeep of the sidewalk and planting strip after initial construction shall be the responsibility of the Owners of Lots 26 and 52. The Owner of Lot 26 shall be responsible for maintenance and upkeep of the southerly half of said sidewalk and planting strip and the Owner of Lot 52 shall be responsible for maintenance and upkeep of the southerly half thereof.

## ARTICLES VII

### Tree Preservation Easement

Section 1 - Declaration of Easement: The Declarant hereby declares a Tree Preservation Easement along the northeasterly boundary of Lot 53; the southwesterly,

northern and southeasterly boundaries of Lot 54; and the northwesterly, northern and eastern boundaries of Lot 56 as shown on the recorded plat.

Section 2 - Restrictions: The Owners of Lots 53, 54, and 55 shall have the following responsibilities with respect to the Tree Preservation Easement created hereunder:

a. Trees designated to be preserved may be removed in the future only if said tree or trees are found to be hazardous or a unhealthy tree as documented by a certified arborist. Any tree removed shall be replaced by two trees using native tree species as described in Exhibit "D" attached hereto and incorporated by reference as though fully set forth herein. Replacement trees shall be a minimum 1.5" in diameter;

b. No Owner may landscape any portion of the Tree Preservation Easement with plans other than those listed on Exhibit "D";

c. All fencing on property lines located within the Tree Preservation Easement shall be constructed of metal in traditional "wrought iron" style as approved by the Committee;

d. Tree 1995, as denominated by a tag on the tree, and as defined in that certain Tree Location Map, dated August 4, 2000, prepared by land surveyor Ford, Ness & Fassbender, Eugene, Oregon, Job #1473.22, specific reference thereto being made hereby ("Tree Location Map"), can be removed from the tree preservation area if the building permit applicant demonstrates that feasible development of Lot 54 necessarily precludes preservation of Tree 1995. Resolution of disagreements regarding feasibility of development shall be resolved through a Type II review process. If it is determined that Tree 1995 is exempt from this preservation requirement, a condition of building permit approval shall require that three new trees be planted on Lot 54 to offset the loss of Tree 1995. The new trees shall be a minimum of 1.5' in diameter and shall be located at the discretion of the lot owner;

e. The critical root zones of trees 1995, 2045, 2046, 2047 and 2048 as denominated by a tag on the tree, and as defined in the above-referenced Tree Location Map, must be protected.

## ARTICLE VII

### General Provisions

Section 1 - Enforcement: Any affected Owner of a lot in the subdivision shall have full rights to enforce the covenants and restrictions contained herein. In addition to the rights of any affected Owner if any of the restrictions, covenants or conditions are violated, or if it appears that an attempt to violate will be made, THE COMMITTEE, as a Committee, also shall have the authority to institute and prosecute such proceedings on behalf of any owner or owners of lots in the subdivision, PROVIDED HOWEVER, that neither the Committee nor the Declarant shall have any obligation to enforce any violations of said covenants, conditions and restrictions. No failure to prosecute any person for any violation or attempted violation shall be deemed a waiver of a right to enforce any such violations by the same person or other persons. The prevailing party shall be entitled to recover costs and a reasonable attorney's fees, both trial and appellate, in any such proceeding.



Section 2 - Conflict: In the case of conflict between these restrictions and any zoning ordinance of any governmental body, the more restrictive shall prevail.

Section 3 - Severability: Invalidation of any part of the restrictions shall in no way affect the remaining restrictions.

Section 4 - Binding Effect: The provisions herein shall be binding upon and inure to the benefit of the successors, heirs, and assigns of the owners and all lot purchasers, users and owners.

Section 5 - Time: This Declaration shall run for the benefit of each of the lots affected and shall control the use of the lots for a period of twenty (20) years from the date the declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years.

Section 6 - Amendment: Except as specifically set forth herein, this Declaration may be amended by an instrument signed by the owners of not less than 75% of the lots of the subdivision. Upon execution, the instrument shall be recorded in the Official Records of Lane County, Oregon.

IN WITNESS WHEREOF, Declarant has executed this instrument on the 27<sup>th</sup> day of August, 2001.

ASHLEY ESTATES, L.L.C.

By: Stingray Development, Inc.  
Manager

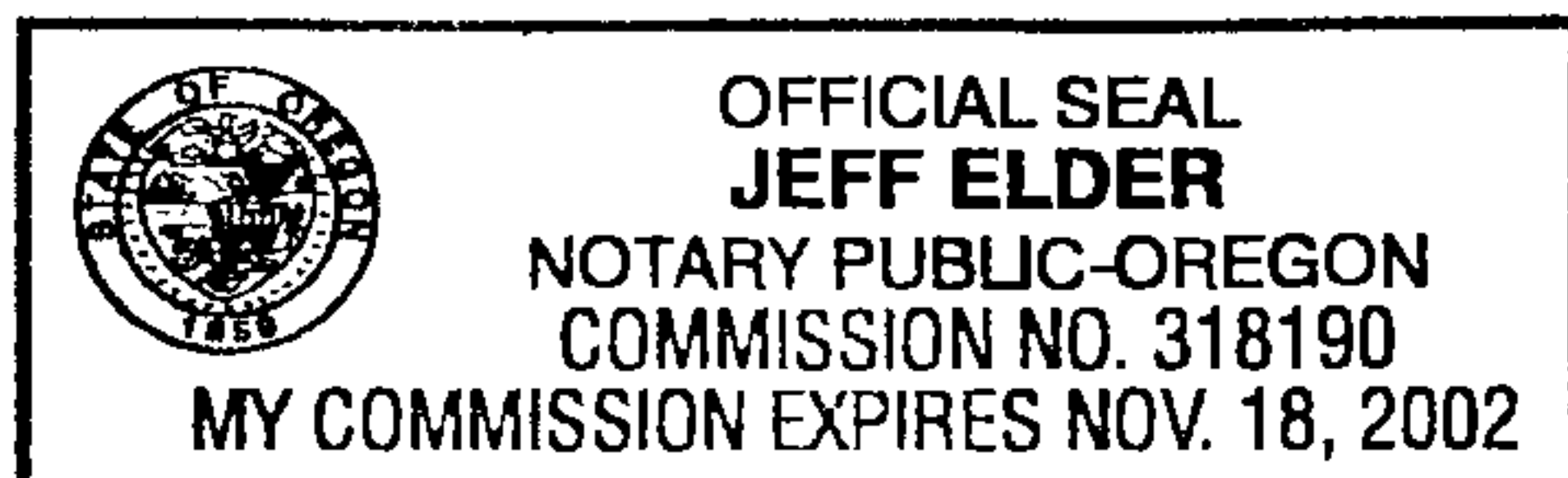
By: Steve W. Lee  
STEVE W. LEE, President

STATE OF OREGON           )  
  ) ss.  
County of Lane            )

August 27, 2001

Personally appeared the above-named Steve W. Lee, as President of Stingray Development, Inc., Manager for Ashley Estates, L.L.C., who acknowledged the foregoing instrument to be its voluntary act and deed. Before me.

Jeff Elder  
Notary Public for Oregon



# Ashley Estates P.U.D. Architectural Review Checklist

Date Complete Submittal Received for Review: \_\_\_\_\_

Drawings Required for Complete Submittal (2 copies): Site Plan, Floor Plan(s), All Exterior Elevations

OWNER/BUILDER \_\_\_\_\_

PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LOT NUMBER: \_\_\_\_\_

<input type="checkbox"/> SITE PLAN 1/8", 1/10" or 1/20" scale	Approved <input type="checkbox"/>	Resubmit <input type="checkbox"/>	Proposed building(s), pools, gazebos, spas, (show distance to property line; no tv/radio antennae; 36" d max satellite dish allowed w/approval)
	Approved <input type="checkbox"/>	Resubmit <input type="checkbox"/>	Setbacks (minimum 5' to any interior property line except solar setback standards required per CCRs).
	Approved <input type="checkbox"/>	Resubmit <input type="checkbox"/>	Landscaping (submit 2 copies of landscape plan)
	Approved <input type="checkbox"/>	Resubmit <input type="checkbox"/>	Fences/Hedges (location shown, must conform to approved design - see drawing. Fences may extend no closer than the street frontage of the house or ten (10) feet back from the front corner of the garage, whichever is more restrictive).
	Approved <input type="checkbox"/>	Resubmit <input type="checkbox"/>	Paved Areas noted. Show all decks and patios.
	Approved <input type="checkbox"/>	Resubmit <input type="checkbox"/>	Maximum building coverage shall not exceed 50% of lot area (does not include drainage easements or tree preservation areas). Minimum 2-car and maximum 4-car garage.
<input type="checkbox"/> FLOOR PLAN(S) 1/4" scale	Approved <input type="checkbox"/>	Resubmit <input type="checkbox"/>	Minimum 2,000 square feet. (1,700 square feet minimum for lots 5, 6, 27, 43, 55 and 56).
<input type="checkbox"/> ELEVATIONS 1/4" or 1/8" scale	Approved <input type="checkbox"/>	Resubmit <input type="checkbox"/>	Siding Materials: May be lap siding with exposed dimension not to exceed eight (8) inches (L-P, Hardiplank or wood), wood shingles, synthetic plaster/stucco, brick veneer, or stone veneer. Panel siding (rough sawn plywood or Hardipanel) with or without decorative batts may be allowed upon the specific approval by the Architectural Review Committee. At least 25% of the front elevation shall be synthetic plaster/stucco, brick veneer, or stone veneer.
	Approved <input type="checkbox"/>	Resubmit <input type="checkbox"/>	Roof Materials (Must be concrete or clay tile, wood shakes or wood shingles).
	Approved <input type="checkbox"/>	Resubmit <input type="checkbox"/>	Roof Pitch (minimum 4:12).
	Approved <input type="checkbox"/>	Resubmit <input type="checkbox"/>	Exterior Colors (submit samples and note on elevations all color and material locations. Natural earthtone colors as approved by the Architectural Review Committee).

APPROVED BY ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

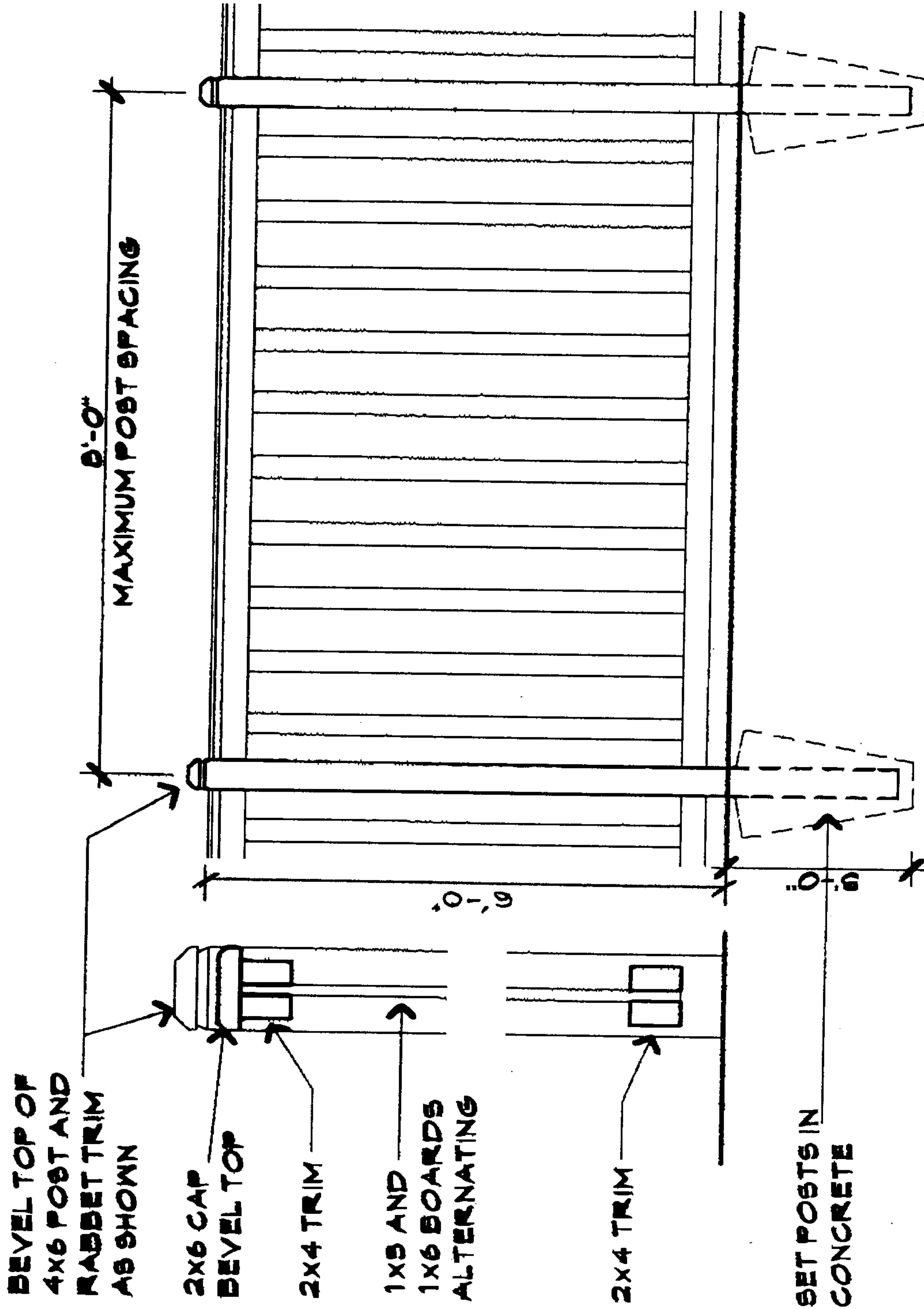
APPROVED BY DEVELOPER: \_\_\_\_\_

DATE: \_\_\_\_\_

Revised May 15, 2001

EXHIBIT "B"

WOOD FENCE DRAWING



FENCE SECTION

1" SCALE

FENCE ELEVATION

1/2" SCALE

30 APRIL 2001

ALL MATERIAL CEDAR  
W/POSTS SET IN CONCRETE  
BELOW GRADE

APPROVED FENCE DESIGN  
ASHLEY ESTATES PUD



Exhibit "D"

NATIVE PLANTS SUITABLE FOR RIPARIAN PLANTINGS  
IN THE HISTORIC WILLAMETTE FLOODPLAIN AREA OF EUGENE

Note: Do not substitute alternate species from a listed genus. You must use the specific species listed below.

Trees

<u>Common Name</u>	<u>Scientific Name</u>	<u>Wetland Indicator Status</u>	<u>Site Suitability</u>
grand fir	<i>Abies grandis</i>	NOL	UB
vine maple	<i>Acer circinatum</i>	FACU+	UB
Oregon bigleaf maple	<i>Acer macrophyllum</i>	FACU	UB
white alder	<i>Alnus rhombifolia</i>	FACW	LB, UB
red alder	<i>Alnus rubra</i>	FAC	LB, UB
incense-cedar	<i>Calocedrus decurrens</i>	NOL	UB
Pacific dogwood	<i>Cornus nutallii</i>	NOL	UB
Oregon white ash	<i>Fraxinus latifolia</i>	FACW	LB, UB
ponderosa pine	<i>Pinus ponderosa</i>	FACU	UB
black cottonwood	<i>Populus balsamifera</i> <i>ssp. trichocarpa</i>	FAC	LB
Douglas-fir	<i>Pseudotsuga menziesii</i>	NOL	UB
Oregon white oak	<i>Quercus garryana</i>	NOL	UB
California black oak	<i>Quercus kelloggii</i>	NOL	UB
Pacific willow	<i>Salix lucida</i> <i>ssp. lasiandra</i>	FACW+	WE, LB
western yew	<i>Taxus brevifolia</i>	FACU-	UB
western redcedar	<i>Thuja plicata</i>	FAC	UB

Shrubs

<u>Common Name</u>	<u>Scientific Name</u>	<u>Wetland Indicator Status</u>	<u>Site Suitability</u>
western serviceberry	<i>Amelanchier alnifolia</i> <i>var. semiintegrifolia</i>	FACU	UB
tall Oregon grape	<i>Berberis aquifolium</i>	NOL	UB
common buckbrush	<i>Ceanothus cuneatus</i>	NOL	UB
black hawthorn	<i>Crataegus douglasii</i> <i>var. suksdorfii</i>	FAC	UB
red-osier dogwood	<i>Cornus stolonifera</i> <i>var. occidentalis</i>	FACW	WE, LB
California hazel	<i>Corylus cornuta</i> <i>var. californica</i>	NI	UB

ocean spray	<i>Holodiscus discolor</i>	NOL	UB
osoberry/indian plum	<i>Oemleria cerasiformis</i>	NOL	UB
mock-orange	<i>Philadelphus lewisii</i>	NOL	UB
Pacific ninebark	<i>Physocarpus capitatus</i>	FAC+	WE, LB
chokecherry	<i>Prunus virginiana</i>	FACU	UB
	var. <i>demissa</i>		
cascara buckthorn	<i>Rhamnus purshiana</i>	FAC?	UB
straggly gooseberry	<i>Ribes divaricatum</i>	NI	UB
swamp gooseberry	<i>Ribes lacustre</i>	FAC+	UB
red currant	<i>Ribes sanguineum</i>	NOL	UB
wood rose	<i>Rosa gymnocarpa</i>	NI	UB
Nootka rose	<i>Rosa nutkana</i>	NI	LB, UB
blackcap	<i>Rubus leucodermis</i>	NOL	UB
thimbleberry	<i>Rubus parviflorus</i>	FACU+	UB
salmonberry	<i>Rubus spectabilis</i>	FAC	LB, UB
dewberry	<i>Rubus ursinus</i>	NOL	UB
Columbia River willow	<i>Salix fluviatilis</i>	OBL	SW, WE
Piper's willow	<i>Salix hookeriana</i> (piperi)	FACW	LB
Scouler's willow	<i>Salix scouleriana</i>	FAC	LB, UB
Sitka willow	<i>Salix sitchensis</i>	FACW	WE, LB
blue elderberry	<i>Sambucus mexicana</i> (cerulea)	FAC-	UB
red elderberry	<i>Sambucus racemosa</i>	FACU	UB
	var. <i>arborescens</i>		
Douglas spiraea	<i>Spiraea douglasii</i>	FACW	WE, LB
snowberry	<i>Symphoricarpos albus</i>	FACU	UB
oval-leaved viburnum	<i>Viburnum ellipticum</i>	NOL	UB

### Vines

wild clematis	<i>Clematis ligusticifolia</i>	FACU	UB
climbing honeysuckle	<i>Lonicera ciliosa</i>	NOL	UB
pink honeysuckle	<i>Lonicera hispidula</i>	NOL	UB

### Herbaceous Plants

<u>Common Name</u>	<u>Scientific Name</u>	<u>Status</u>	<u>Wetland Indicator</u> <u>Site Suitability</u>
vanilla-leaf	<i>Achlys triphylla</i>	NOL	UB
baneberry	<i>Actaea rubra</i>	NOL	UB
pathfinder	<i>Adenocaulon bicolor</i>	NOL	UB
columbine	<i>Aquilegia formosa</i>	FAC	LB, UB
wild ginger	<i>Asarum caudatum</i>	NOL	UB
lady-fern	<i>Athyrium filix-femina</i>	FAC	WE, LB, UB
American wintercress	<i>Barbarea orthoceras</i>	FACW+	LB

camas	<i>Camassia leichtlinii</i>	FACW-	LB, UW
angled bittercress	<i>Cardamine angulata</i>	FACW	LB, UB
spring beauty	<i>Cardamine pulcherrima</i>	NOL	UB
small-flowered claytonia	<i>Claytonia parviflora</i>	NOL	UB
miner's lettuce	<i>Claytonia perfoliata</i>	FAC	UB
candyflower	<i>Claytonia sibirica</i>	FACW	UB
tall larkspur	<i>Delphinium trolliifolium</i>	NOL	UB
bleeding heart	<i>Dicentra formosa</i>	NOL	UB
fairy bells	<i>Disporum hookerii</i>	NOL	UB
	var. <i>oregantum</i>		
Watson's willow herb	<i>Epilobium ciliatum</i> (watsonii)	FACW-	LB
fawn lily	<i>Erythronium oregonum</i>	NOL	UB
large-leaf avens	<i>Geum macrophyllum</i>	FACW+	LB, UB
lowland cudweed	<i>Gnaphalium palustre</i>	FAC+	UB
Willamette valley gumweed	<i>Grindelia integrifolia</i>	FACW	WE, LB
cow-parsnip	<i>Heracleum lanatum</i>	FAC	UB
Pacific waterleaf	<i>Hydrophyllum tenuipes</i>	NOL	UB
bog St. John's-wort	<i>Hypericum anagalloides</i>	OBL	SW, WE
tiger lily	<i>Lilium columbianum</i>	FAC	UB
field lupine	<i>Lupinus bicolor</i> (micranthus)	NOL	UB
riverbank lupine	<i>Lupinus rivularis</i>	FAC	UB
skunk cabbage	<i>Lysichiton americanum</i>	OBL	SW, WE
Oregon bigroot	<i>Marah oregana</i>	NOL	UB
western bluebell	<i>Mertensia platyphylla</i>	NOL	UB
water montia	<i>Montia fontana</i>	OBL	SW, WE
aquatic claytonia	<i>Montia linearis</i>	NOL	LB, UB
small forget-me-not	<i>Myosotis laxa</i>	OBL	SW, WE
small-flowered grovelover	<i>Nemophila parviflora</i>	NOL	UB
water-parsley	<i>Oenanthe sarmentosa</i>	OBL	SW, WE
sweet cicely	<i>Osmorhiza chilensis</i>	NOL	UB
w. yellow wood sorrel	<i>Oxalis suksdorfii</i>	NOL	UB
sweet colt's-foot	<i>Petasites frigida</i>	FACW	LB
	var. <i>palmatus</i>		
phacelia	<i>Phacelia nemoralis</i>	FACU	UB
	ssp. <i>oregana</i>		
swordfern	<i>Polystichum munitum</i>	NOL	UB
self-heal	<i>Prunella vulgaris</i>	FACU+	UB
white water buttercup	<i>Ranunculus aquatilis</i>	OBL	SW, WE
woods buttercup	<i>Ranunculus uncinatus</i>	FAC	UB
	var. <i>parviflorus</i>		
western dock	<i>Rumex occidentalis</i>	FAC-	UB
	var. <i>procerus</i>		
willow leaved dock	<i>Rumex salicifolius</i>	FACW	WE



Pacific sanicle  
 yerba buena  
 small-fruited bulrush  
 big smilacina  
 little smilacina  
 hedge-nettle  
 fringe-cup  
 meadowrue  
 tall western meadowrue  
 piggy-back plant  
 star-flower  
 trillium  
 stinging nettle  
 inside-out flower  
 American vetch  
 woodland violet

*ssp. salicifolius*

*Sanicula crassicaulis*  
*Satureja douglasii*  
*Scirpus microcarpus*  
*Smilacina racemosa*  
*Smilacina stellata*  
*Stachys mexicana*  
*Tellima grandiflora*  
*Thalictrum occidentale*  
*Thalictrum polycarpum*  
*Tolmiea menziesii*  
*Trientalis latifolia*  
*Trillium albidum*  
*Urtica dioica*  
*Vancouveria hexandra*  
*Vicia americana*  
*Viola glabella*

NOL	UB
NOL	UB
OBL	WE
FAC-	UB
FAC-	UB
FACW	LB, UB
NOL	UB
FACU	UB
NOL	UB
FAC	LB
FAC-	UB
NOL	UB
FAC+	UB
NOL	UB
NI	WE, LB
FACW+	UB

Grasses, Sedges, Rushes

Common Name

Sitka brome grass  
 water sedge  
 northern clustered sedge  
 Dewey's sedge  
 Henderson's sedge  
 green-fruited sedge  
 slough sedge  
 sawbeak sedge  
 needle spikerush  
 creeping spikerush  
 blue wild-rye  
 red fescue  
 tall manna grass  
 meadow barley  
 taper-tip rush  
 three-stamen rush  
 common rush  
 pointed rush  
 spreading rush  
 slender rush  
 field woodrush  
 onion grass

Scientific Name

*Bromus sitchensis*  
*Carex aquatilis*  
*Carex arcta*  
*Carex deweyana*  
*Carex hendersonii*  
*Carex interrupta*  
*Carex obnupta*  
*Carex stipata*  
*Eleocharis acicularis*  
*Eleocharis palustris*  
*Elymus glaucus*  
*Festuca rubra*  
*Glyceria elata*  
*Hordeum brachyantherum*  
*Juncus acuminatus*  
*Juncus ensifolius*  
*Juncus effusus*  
*Juncus oxymers*  
*Juncus patens*  
*Juncus tenuis*  
*Luzula campestris*  
*Mellica subulata*

Wetland  
 Indicator

Status

NOL  
 OBL  
 FACW+  
 FAC+  
 NI  
 OBL  
 OBL  
 NOL  
 OBL  
 OBL  
 FACU  
 FAC  
 FACW+  
 FACW  
 OBL  
 FACW  
 FACW+  
 FACW+  
 FACW  
 FAC  
 FACU  
 NOL

Site

Suitability

UB  
 SW, WE  
 WE  
 UB  
 LB  
 SW, WE  
 SW, WE  
 WE, LB  
 SW, WE  
 SW, WE  
 UB  
 LB, UB  
 WE, LB  
 WE, LB  
 SW, WE  
 WE, LB  
 SW, WE  
 SW, WE  
 SW, WE  
 LB  
 UB  
 UB

After Recording Return to:

Hamilton W. Budge, Jr.

696 Country Club Rd.

Eugene, OR 97401

Lane County Clerk  
Lane County Deeds & Records

**2020-061078**

10/22/2020 03:26:11 PM

RPR-APPT Cnt=1 Stn=8 CASHIER 04 3pages  
\$15.00 \$11.00 \$10.00 \$61.00

**\$97.00**

**APPOINTMENT OF ARCHITECTURAL  
CONTROL COMMITTEE  
ASHLEY ESTATES P.U.D.  
(Lots 1 through 56)**

Pursuant to Article II, Section 1 of the Declaration of Covenants, Conditions and Restrictions for Ashley Estates, P.U.D. (Lots 1 through 56), recorded on August 30, 2001, at Reception No. 2001-056867, Official Records of Lane County, Oregon, notice is hereby given that the following person was appointed by the remaining members of the Architectural Control Committee for Ashley Estates, P.U.D.

Katherine Movalson  
3785 Waterbrook Way  
Eugene, OR 97408

to replace William Pollock, who resigned on October 12, 2020, per the attached resignation.

Dated this 10 day of 21, 2020.

~~ASHLEY ESTATES, P.U.D.~~  
~~ARCHITECTURAL CONTROL COMMITTEE~~

By:

RYAN LEE

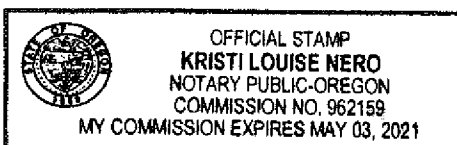
STATE OF OREGON )

: ss.

County of Lane )

October 21st, 2020

On the 21<sup>st</sup> day of October, 2020, personally appeared the above-named Ryan Lee, who declared that he is a member of the Architectural Control Committee for Ashley Estates, P.U.D., and said instrument was signed and sealed on behalf of said committee and he acknowledged said instrument to be his voluntary act and deed. Before me.



Kristi Louise Nero  
Notary Public for Oregon



## ACCEPTANCE OF APPOINTMENT

I, Katherine Movalson, hereby accept the Appointment of the Architectural Control Committee for Ashley Estates, P.U.D.

Dated this 21 day of October, 2020.


  
KATHERINE MOVALSON

STATE OF OREGON     )  
                                  ) ss.  
County of Lane        )

October 21<sup>st</sup>, 2020

Personally appeared the above named Katherine Movalson who acknowledged the foregoing instrument to be her voluntary act and deed. Before me.



  
Notary Public for Oregon

## RESIGNATION

To: Architectural Control Committee  
Ashley Estates P.U.D.

Pursuant to Article II, Section 1 of the Declaration of Covenants, Conditions and Restrictions for Ashley Estates P.U.D. (Lots 1 through 56), recorded August 30, 2001, at Reception No. 2001-056867, Official Records of Lane County, Oregon, please consider this letter as my resignation from the Architectural Control Committee for Ashley Estates P.U.D. This resignation shall be effective upon your receipt of this notice.

Dated this 13<sup>TH</sup> day of October 2020.



WILLIAM POLLOCK

After Recording Return to:

Hamilton W. Budge, Jr.

696 Country Club Rd.

Eugene, OR 97401

Lane County Clerk  
Lane County Deeds & Records

**2020-061078**

10/22/2020 03:26:11 PM

RPR-APPT Cnt=1 Stn=8 CASHIER 04 3pages  
\$15.00 \$11.00 \$10.00 \$61.00

**\$97.00**

**APPOINTMENT OF ARCHITECTURAL  
CONTROL COMMITTEE  
ASHLEY ESTATES P.U.D.  
(Lots 1 through 56)**

Pursuant to Article II, Section 1 of the Declaration of Covenants, Conditions and Restrictions for Ashley Estates, P.U.D. (Lots 1 through 56), recorded on August 30, 2001, at Reception No. 2001-056867, Official Records of Lane County, Oregon, notice is hereby given that the following person was appointed by the remaining members of the Architectural Control Committee for Ashley Estates, P.U.D.

Katherine Movalson  
3785 Waterbrook Way  
Eugene, OR 97408

to replace William Pollock, who resigned on October 12, 2020, per the attached resignation.

Dated this 10 day of 21, 2020.

~~ASHLEY ESTATES, P.U.D.~~  
~~ARCHITECTURAL CONTROL COMMITTEE~~

By:

RYAN LEE

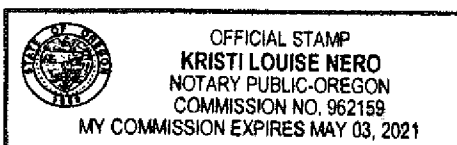
STATE OF OREGON )

: ss.

County of Lane )

October 21st, 2020

On the 21<sup>st</sup> day of October, 2020, personally appeared the above-named Ryan Lee, who declared that he is a member of the Architectural Control Committee for Ashley Estates, P.U.D., and said instrument was signed and sealed on behalf of said committee and he acknowledged said instrument to be his voluntary act and deed. Before me.



Kristi Louise Nero  
Notary Public for Oregon

## ACCEPTANCE OF APPOINTMENT

I, Katherine Movalson, hereby accept the Appointment of the Architectural Control Committee for Ashley Estates, P.U.D.

Dated this 21 day of October, 2020.


  
KATHERINE MOVALSON

STATE OF OREGON     )  
                                  ) ss.  
County of Lane     )

October 21<sup>st</sup>, 2020

Personally appeared the above named Katherine Movalson who acknowledged the foregoing instrument to be her voluntary act and deed. Before me.



  
Notary Public for Oregon



## RESIGNATION

To: Architectural Control Committee  
Ashley Estates P.U.D.

Pursuant to Article II, Section 1 of the Declaration of Covenants, Conditions and Restrictions for Ashley Estates P.U.D. (Lots 1 through 56), recorded August 30, 2001, at Reception No. 2001-056867, Official Records of Lane County, Oregon, please consider this letter as my resignation from the Architectural Control Committee for Ashley Estates P.U.D. This resignation shall be effective upon your receipt of this notice.

Dated this 13<sup>TH</sup> day of October 2020.



WILLIAM POLLOCK