

AMENDED AND RESTATED
BYLAWS
OF
GREENTREES VILLAGE, INC.

ARTICLE I
PLAN OF OWNERSHIP

- 1.1 Name and Location. These are the Bylaws of the Association of Lot Owners of Greentrees Village, (herein "Association"), organized as an Oregon non-profit corporation under the name Greentrees Village, Inc. Greentrees Village, (herein "Planned Community") is located in Lane County, Oregon and has been submitted to the provisions of the Oregon Planned Community Act (ORS 94.550 et seq) by an Amended and Restated Declaration filed on July 20, 2004 in the Lane County Deeds and Records, Lane County, OR, as document number 2004-056152 (herein "Declaration").
- 1.2 Purposes. The Association is formed under the provisions of the Oregon Planned Community Act and is organized as an Oregon non-profit corporation, (Greentrees Village, Inc.) to serve as the means through which the Members may take action with respect to administration, management, and operation of the Planned Community.
- 1.3 Applicability of Bylaws: The Association, all Members, and all persons using the Planned Community property shall be subject to these Bylaws and to all rules and regulations which may be promulgated hereunder.
- 1.4 Composition of the Association: The Association shall be composed of all Members of the Planned Community, and the Association itself, to the extent the Association owns any Lots in the Planned Community.
- 1.5 Definitions: The definitions contained in or adopted by the Amended and Restated Declaration shall be applicable to these Bylaws. In addition, all definitions as found in ORS 94.550 shall be applicable unless stated otherwise herein.

ARTICLE II
MEMBERS

- 2.1 Membership: Every Lot Owner of record as defined in Paragraph 1.5 of the Declaration shall, during the entire period of such ownership, be a member of the Association (herein "Member"). Such membership shall commence, exist, and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.
- 2.2 Disqualifications: A person who does not qualify for membership or who subsequently loses those qualifications for membership shall not be a member of the association.

ARTICLE III
MEMBERSHIP MEETINGS AND VOTING

- 3.1 Annual Meeting: The annual meeting of the Members shall be held the first Saturday in August each year. The annual meeting may be postponed, in the event of any emergency, by two-thirds (2/3) vote of the Board of Directors. All members shall be notified of the cancellation.
- (a) Each year on the Agenda, a review shall be presented of Greentrees Village's compliance with the Fair Housing Act of the Civil Rights Act of 1968 and its most recent amendments.
 - (b) At the Annual Meeting, Members shall have the opportunity to submit suggestions for additional services or facilities that would benefit this Senior Community.
 - (c) A review of the Greentrees Village age composition requirement and of any recommendations for any

additional facilities or services designed to meet the needs of older persons shall be part of the minutes of each annual meeting.

- 3.2 **Special Meetings:** A special meeting of the membership may be called by the president, by a majority vote of the Board of Directors, or by a written request of Members entitled to cast ten percent (10%) of the votes of the Association.
- 3.3 **Official Notices:** Official notice to the Membership shall be mailed to all Members at least fifteen (15) days, and not more than thirty (30) days before the annual or special meeting is to convene.
- 3.4 **Quorum:** A quorum for the transaction of business at the annual general meeting or any special meeting, shall be fifteen (15%) percent of the members entitled to cast votes in the Association, the same being present in person, by absentee ballot or represented by proxy. Once a quorum is present to organize a meeting, it cannot be broken by a subsequent withdrawal of a member or members.
- 3.5 **Majority Vote:** The vote of the holders of more than fifty percent (50%) of the voting rights present, in person, by absentee ballot or by proxy, at a meeting at which a quorum is present shall be binding upon all Members for all purposes except where a higher percentage vote is required by law, by the Amended and Restated Declaration, or by these Bylaws.
- 3.6 **Vote:** There shall be only one vote per lot. A vote may be cast in person, by absentee ballot as provided in 3.7, or by proxy as provided in 3.8.
- 3.7 **Voting by Absentee Ballot:** Each official notice of a general or special meeting shall briefly explain the matter(s) to be voted upon at the general or special meeting. The ballots shall be returned to the business office, by mail or in person, in the special envelope provided. These ballots shall be opened only by officially appointed tellers on Election Day. Voting procedure shall follow the most recent edition of Robert's Rules of Order Newly Revised.
- 3.8 **Voting by Proxy:** A proxy given by a Member to any person who represents such Member at meetings of the Association shall be in writing, the Member's signature shall be notarized, and the proxy shall be limited to and shall specify the particular Association meeting (and any adjournment thereof) and the particular matter(s) at that Association meeting upon which the representative may vote on behalf of the Member. All proxies shall be filed with the Election Committee at least five (5) minutes before the beginning of the Association meeting. Any proxy not in conformance with the above requirements shall not be recognized.
- 3.9 **Fiduciaries:** An executor, administrator, guardian, or trustee may vote in person or by absentee ballot at any meeting of the Association with respect to any Lot owned or held by him or her in such capacity, whether or not the same shall have been transferred to his/her name; provided, that he or she shall satisfy the secretary that he or she is the executor, administrator, guardian, or trustee holding such Lot in such capacity.
- 3.10 **Multiple Owners:** Any one owner of an ownership interest in a multiple ownership lot may act in all particulars with the Association with respect to that lot and the Association may rely on such action with such action being fully binding upon all owners of the lot, unless the Association receives written notice to the contrary from another co-owner of that lot, after which any owner action taken with respect to that lot shall be unanimous with proof of such unanimous consent by all co-owners being furnished to the Association or such action taken by said co-owner, voting or otherwise, shall be disregarded.
- 3.11 **Landlords and Contract Vendors:** Unless otherwise expressly stated in the rental agreement or lease, all voting rights allocated to a Lot shall be exercised by the landlord if the rental agreement or lease has an original term of ten (10) years or less, or by the tenant if the rental agreement or lease has an original term of more than ten (10) years. Unless otherwise stated in the contract, all voting rights allocated to a Lot shall be exercised by the vendee of any land sale contract on the Lot.

ARTICLE IV DISTRICTS

- 4.1 **Districts:** There shall be nine (9) districts within the boundaries of Greentrees Village.

- District No 1: Lots 1 to 63 Inclusive
- District No 2: Lots 64 to 126 Inclusive
- District No 3: Lots 127 to 189 Inclusive
- District No 4: Lots 190 to 252 Inclusive
- District No 5: Lots 253 to 317 Inclusive*
- District No 6: Lots 318-319, 402-450, 501-512 Inclusive*
- District No 7: Lots 513 to 574 Inclusive*
- District No 8: Lots 575 to 637 Inclusive
- District No 9: Lots 638 to 700 Inclusive

*Note: There are 567 privately owned lots within the Association, there are two lots for #564 [A&B], the Association owns lots 320, 321 & 401. Lots 281, 303, 322-400 & 451-500 do not exist.

- 4.2 **Representative:** Each District shall elect one Member as its representative who shall serve on the Board of Directors of the Association. Such elections shall be held in November for those districts whose representative's terms are expiring.
- 4.3 **Alternates:** Three (3) Alternates shall be elected from the Association membership at large. The Alternates shall replace any elected representative not in attendance at a Board of Directors meeting. The alternate who received the greatest number of votes shall be appointed first and the others, if needed, in descending order.
- 4.4 **Term of Office:** The term of office for directors and alternates shall be two years, commencing at the January Board of Directors Meeting following the seating of the new representatives and certification of the election. Odd numbered districts shall elect their representatives in odd numbered years, and even numbered districts in even numbered years. One (1) alternate shall be elected in odd numbered years and two (2) alternates in even numbered years.

ARTICLE V BOARD OF DIRECTORS

- 5.1 **Composition:** The Board of Directors of the Association shall be composed of nine (9) Members, one (1) member from each of the nine (9) districts.
- 5.2 **Qualifications:** Each representative shall own a lot within his/her designated district and shall be a member in good standing.
- 5.3 **Alternate Qualifications:** Each alternate shall be a Member within the Association, and shall be a Member in good standing.
- 5.4 **Representative Replacement:** If any district has no representative on the Board of Directors, the alternate who received the greatest number of votes shall be appointed by the Board of Directors to fill the position for the remainder of the vacated term. If there is no alternate available to fill the vacated position, the Board of Directors shall appoint a Member from the vacated district to serve the remainder of the vacated term.
- 5.5 **Election:** Election of representatives shall be by majority vote of ballots received in each district. Elections shall be held in November for those representatives whose term is expiring.
- 5.6 **Election of Alternates:** Election of alternates shall be by majority vote of ballots received from the Association at large.
- 5.7 **Removal:** Any duly elected member of the Board of Directors may be removed and the office declared vacant only as follows:
 - (a) By resignation.
 - (b) For absenting himself /herself, from three (3) regularly scheduled Board meetings in a calendar year.
 - (c) By a petition signed by two-thirds (2/3) or more of the Members within the district the director represents

calling for his/her removal, with or without cause.

5.8 **Meetings:** Regular meetings of the Board of Directors shall be held monthly in the Recreation Hall at the day and time to be determined by the current Board of Directors at the January meeting and shall be open to Members of the Association.

5.8.1 **Notice:** Notice of all Board of Directors Meetings (except emergency meetings) shall be posted in the Clubhouse at least three (3) days prior to the scheduled meeting date.

5.8.2 **Special Meeting:** Special meetings of the Board of Directors shall be held when called by the president; or, by any five (5) members of the Board of Directors.

5.8.3 **Emergency Meetings:** Emergency meetings may be held without notice if the reason for the emergency is stated in the minutes of the meeting. Only emergency meetings of the Board of Directors may be conducted by telephonic communication.

5.8.4 **Quorum:** A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. The action of a majority of the directors present at any meeting, at which there is a quorum, shall be the act of the Board of Directors.

5.9 **Power:** The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the Owners. The powers and duties to be exercised by the Board of Directors shall include those set forth in ORS 94.630 et seq., and also include, but not be limited to the following:

5.9.1 **Conduct all business affairs** of the association.

5.9.2 **Employ a manager**, an independent contractor, maintenance supervisor and/or such other employees as they deem necessary and to prescribe their duties.

5.9.3 **Exercise the powers** of the association as prescribed by the Declaration.

5.9.4 **Expend funds for capital improvements** consistent with the limitations found in Article 7.4 of the Declaration.

5.9.5 **Adopt and publish rules** and regulations governing the use of the common area and facilities, and the personal conduct of Members and their guests thereon, and to establish penalties and fees for the infraction thereof, to be stated in the Book of Resolutions not in conflict with the Amended and Restated Declaration.

5.9.6 **Establish and maintain a Book of Resolutions** which shall be an orderly indexed record of four types of Resolutions that are adopted by the Board, specifically: Policy, Administrative, Special and Resolutions regarding Land Use.

5.9.7 **Grant variances** related to design restrictions of the Amended and Restated Declaration, within the zoning regulations of the City of Florence.

5.9.8 **Act on behalf of** the association pursuant to all powers granted under Oregon Law, subject to the Amended and Restated Declaration.

5.10 **Duties:** The Board of Directors shall:

5.10.1 **Conduct the business affairs** of the association.

5.10.2 **Record minutes** and keep other records as required by statute and make a report thereof at the annual meeting, or at a special meeting if requested.

5.10.3 **Provide written job descriptions** for all employees and employ personnel necessary for Administration, maintenance, upkeep and repair of the common property in accordance with provisions of the Amended

and Restated Declaration.

5.10.4 Submit the association books for review by a Certified Public Accountant, as required in Article 7.4 of these Bylaws.

5.10.5 Prepare a budget for the ensuing year to be presented to the Membership at the annual meeting.

5.10.6 As more fully provided in the Amended and Restated Declarations to:

- (a) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period.
- (b) Send written notice of annual assessments to every Member subject thereto within thirty (30) days after Board of Directors' approval pursuant to ORS 94.645.

5.10.7 Procure and maintain adequate liability and hazard insurance on all property owned by the Association. In addition, the Board of Directors shall obtain such other insurance as it deems necessary to protect the interests of the Association, directors, officers, employees and committee members acting within their official capacities, included but not limited to worker's compensation insurance and other insurance as required by law and ORS 94.675. Each Member is independently responsible for insurance on their lots.

5.10.8 Provide a bond for each officer or employee having fiscal responsibilities, as it may deem appropriate.

5.10.9 Provide for the maintenance of the common area.

5.10.10 File all necessary State and Federal Tax Returns and file each Annual Report with the Oregon Corporation commissioner.

5.10.11 Appoint a bookkeeper, who shall receive and deposit in an approved bank all monies of the Association and disburse such funds as directed by the Board of Directors. All records shall be kept according to accepted accounting procedures.

5.10.12 Collect common expenses from the Members as provided for in the Declaration.

5.10.13 Provide within ninety (90) days after the end of the fiscal year, a copy of the annual financial statement consisting of a balance sheet and income and expense statement for the preceding fiscal year.

5.10.14 In addition, the Board of Directors, from time to time, may, pursuant to 5.7.6, amend, adopt, modify, or revoke rules and regulations governing the conduct of persons and the operation and use of the Lots and common property as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Planned Community property. All changes to the rules and regulations shall be by affirmative vote of majority of the Board of Directors, a quorum being present. Such changes shall be published in the monthly newsletter and shall be effective upon date of publication of the newsletter. Notice of any proposed rule or regulation changes shall be included in any notice of a Board of Directors meeting at which the Board will be considering the matter.

5.11 Liability and Indemnification of Directors and Officers: The directors and officers shall not be liable to the Association or any Member for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association shall defend, indemnify and hold harmless each director and officer against all contractual liability to others arising out of contracts made by the Board of Directors, or officers, on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to these Bylaws. Each director and officer shall be defended and indemnified by the Association against all expenses and liabilities, including attorneys' fees reasonably incurred or imposed upon them in connection with any proceeding to which they may become involved, by reason of being or having been a director or officer and shall be indemnified and defended upon any reasonable settlement thereof; provided, however, there shall be no defense or indemnity if the director or officer is adjudged guilty of willful nonfeasance, misfeasance, or malfeasance in the performance of his/her duties.

5.12 Compensation: No member of the Board of Directors shall receive compensation for any service(s) he may render to the Association. However, any member of the Board of Directors may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

ARTICLE VI
OFFICERS

6.1 Titles:

- (a) President.
- (b) Vice-President
- (c) Secretary
- (d) Treasurer

6.2 Eligibility: No person shall be eligible for office unless (s)he is a member of the Board of Directors.

6.3 Term of Office: Each officer shall be elected for a term of one year. No elected officer shall serve more than two consecutive terms in the same office.

6.4 Vacancy: Vacancy in the office of president shall be filled by the vice-president. The vacancy thus created in the office of vice-president and any other vacancy shall be filled by vote of the Board of Directors.

6.5 Election: At the first Board of Directors meeting in January, the District Representatives forming the Board of Directors shall, by secret ballot, elect the president, vice-president, secretary and treasurer.

6.6 Resignation and Removal: Any officer may be removed from office, with cause, by the Board of Directors. Any officer may resign at any time, giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

6.7 Duties of Officers:

6.7.1 The President shall:

- (a) Preside over meetings of the general membership and the Board of Directors.
- (b) Perform the duties that normally pertain to the office.
- (c) Co-sign checks, leases, mortgages, deeds and other instruments authorized/approved by the Board of Directors.
- (d) Be authorized to employ and supervise help with approval of the Board of Directors.
- (e) Receive the communications from the employees.
- (f) Sign all minutes, committee reports, etc., after proper approval, on behalf of the Board of Directors.

6.7.2 The Vice-President shall:

- (a) Succeed to the office of president for the unexpired term in the event of a vacancy in that office.
- (b) Serve in the absence of, or at the request of, the president.
- (c) Co-sign corporate checks when required.

6.7.3 The Secretary shall:

- (a) Record the proceedings of the annual Meeting of Members and the Board of Directors

- (b) Notify the Members and the Board of Directors of meetings.
- (c) Perform such other duties as directed by the Board of Directors.

6.7.4 The Treasurer shall:

- (a) Be a member of the Finance Committee.
- (b) Present financial reports to the Board of Directors.
- (c) Present a financial report at the annual meeting of Members.
- (d) Co-sign corporate checks when required.

ARTICLE VII
FINANCES

7.1 Assessments: Assessments shall be levied and collected as prescribed in the Amended and Restated Declaration for Greentrees Village, Inc., in the manner set forth in the Amended and Restated Declaration.

7.2 All checks drawn on the Association shall be: signed by the bookkeeper, co-signed by the president; or, in the absence of the president, the vice-president or treasurer.

7.3 Budget: The annual budget shall be prepared by the Budget and Finance Committee by July 1 of the preceding year, approved by the Board of Directors and presented to the membership at the annual meeting.

7.4 Financial Reports:

- (a)** Financial Reports shall be compiled at least quarterly and reviewed by the Finance Committee. The Treasurer shall present the report to the Board of Directors at the next monthly meeting.
- (b)** Within 90 days after the end of the fiscal year, the Board of Directors shall prepare or cause to be prepared an annual financial statement consisting of a balance sheet and income and expense statement for the preceding fiscal year. The financial statement shall be distributed to each owner and, upon written request, any mortgagee of a lot.
- (c)** The Board of Directors shall cause the financial statement required under subsection (b) of this section to be reviewed within 180 days after the end of the fiscal year by an independent certified public accountant licensed in the State of Oregon in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

7.5 Fiscal Year: The fiscal year shall be from January 1 and ending December 31, or any other twelve-month period, which may be established by the Board of Directors, or at a General Meeting of the Association.

ARTICLE VIII
DAMAGE AND DESTRUCTION

8.1 In the event of any damage or destruction to part or all of the common areas, the Board of Directors shall determine the appropriate cause of action with respect to the damaged property and shall apply all insurance proceeds, if any, and act as the Board deems appropriate for the benefit of the Association of Members.

ARTICLE IX
CONDEMNATION

- 9.1 The Board of Directors shall have the sole authority to negotiate with any public or private body or person having the power of eminent domain; and to sue or defend in any litigation, involving such bodies or persons with respect to the common property of the Planned Community.
- 9.2 Each Member shall have authority to deal directly with the person or entity having the power of eminent domain with respect to their individual lot.

ARTICLE X
COMMITTEES

The president shall appoint, with the advice and consent of the Board of Directors, finance, architectural, elections, insurance and security committees, as provided in these Bylaws. In addition, the president may create such other standing and special committees as deemed appropriate.

ARTICLE XI
HEADQUARTERS

- 11.1 Office: The principal office of the Corporation shall be located at 1600 Rhododendron Drive #320, Florence, Oregon, 97439, but meetings of the members and the Board of Directors may be held at such places within the State of Oregon as may be designated by the Board.
- 11.2 Records: Books, records and papers of the Board of Directors may be inspected by any Member, subject to the limits of ORS 94.670(8), during reasonable business hours in the presence of any member of the Board of Directors.
- 11.3 Notice of Sale, Rental or Lease: Immediately upon the sale, rental or lease of any Lot, the Member of record shall promptly inform the office of the name and address of said vendee, lessee, or tenant.

ARTICLE XII
PARLIAMENTARY AUTHORITY

The current edition of Robert's Rules of Order Newly Revised shall govern the proceedings of the Corporation in all cases not provided for in these Bylaws.

ARTICLE XIII
AMENDMENTS

- 13.1 How Proposed: Amendments to the Bylaws shall be proposed by either a majority of the Board of Directors or by Members holding thirty percent (30%) of the voting rights. The proposed amendment shall be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon.
- 13.2 Adoption: Amendments may be approved by the Association at a duly constituted meeting conducted for such purpose. A vote of a majority of the voting rights present in person or by absentee ballot, a quorum being present in person or by absentee ballot, is required for approval of any amendment.
- 13.3 Execution and Recording: An amendment shall not be effective until certified by the president and secretary of the Association and recorded as provided by law.

ARTICLE XIV
MISCELLANEOUS

- 14.1 Address and Notice: All Members shall advise the office of their mailing addresses and any address changes. For all written notice which the Association may elect, or be required to send, notice shall be deemed to have been given when deposited in the United States mail, with postage fully prepaid and addressed to the owner at the address shown on the records of the Association as furnished to the office by the Member. If the Member has not furnished that address, then the notice may be mailed to the address shown on the records of the tax assessor of Lane County, Oregon, whether or not the subject Lot is owned by more than one owner, or may be mailed, sent or delivered in any manner reasonably deemed by the Association to establish the probability of actual notice.
- 14.2 Waiver: No restriction, condition, obligation or provision contained in these Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.
- 14.3 Invalidity; Number; Captions: The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used herein, the singular shall include the plural and the plural the singular. All captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of these Bylaws.
- 14.4 Conflicts: These Bylaws are intended to comply with the Oregon Planned Community Act and the Declaration. In case of any irreconcilable conflict such statute and document shall control over these Bylaws or any rules and regulations adopted hereunder.

ARTICLE XV
TRANSFERABILITY

Membership in the corporation shall be automatically transferred to a succeeding property owner.

CERTIFICATION

WHEREFORE, the Board of Directors of the Association hereby adopts these Amended and Restated Bylaws on behalf of the Association of Members of Greentrees Village, Incorporated. The undersigned President and Secretary of Association of Members of Greentrees Village, an Oregon nonprofit corporation, pursuant to ORS 94.625, hereby certify that these Amended and Restated Bylaws of Greentrees Village are the duly adopted bylaws of the Association and that each amendment herein was duly adopted in accordance with the bylaws of the association.

DATED this ___ day of _____, 2007.

Association of Lot Owners of Greentrees Village, Inc.
an Oregon nonprofit corporation

By: _____
R.B. Taylor, President

By: _____
E. Dean Layton, Secretary

STATE OF OREGON)

) ss

County of)

The foregoing instrument was acknowledged before me this ____day of _____, 2007 by R.B. Taylor, President of Greentrees Village, Inc., an Oregon nonprofit corporation, on its behalf.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)

) ss

County of)

The foregoing instrument was acknowledged before me this ____day of _____, 2007 by E. Dean Layton, Secretary of Greentrees Village, Inc., an Oregon nonprofit corporation, on its behalf.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A

Government lots 1 and 2 and the East one-half of the Northwest one-quarter of Section 27, Township 18 South, Range 12 West of the Willamette Meridian.

EXCEPT: That portion lying within Rhododendron Drive (Old Coast Guard Road) and 12th Street.

All of the above being situated within Lane County, Oregon.

EXHIBIT B

PARCEL 1

All that parcel of land lying within GREENTREES, as platted and recorded in Book 64, Page 21, Lane County Oregon Plat Records, in Lane County, Oregon;

EXCEPTING THEREFROM Lots 1 through 319, inclusive, of said Plat.

PARCEL 2

Beginning at the Northwest corner of Lot 319, GREENTREES, as platted and recorded in Book 64, Page 21, Lane County Oregon Plat Records; thence along the Northerly line of said Lot 319 North 89° 53' 35" East 90.02 feet to the Northeast corner of said Lot 319; thence along the Westerly line of said Plat of GREENTREES, North 0° 46' 05" West 1418.93 feet to the Southwest corner of Lot 402, GREENTREES-REPLAT LOT 303, as platted and recorded in Book 68, Page 30, Lane County Oregon Plat Records; thence leaving said Westerly line North 80° 08' 00" West 39.08 feet to the Easterly margin of Rhododendron Drive; thence Southerly along said Easterly margin to the point of beginning, in Lane County, Oregon;

EXCEPTING THEREFROM that parcel of land described as follows: Beginning at the Southwest corner of Lot 313, GREENTREES, as platted and recorded in Book 64, Page 21, Lane County Oregon Plat Records; thence West 51.61 feet to the Easterly margin of Rhododendron Drive; thence along said Easterly margin North 0° 13' 30" East 76.49 feet; thence leaving said Easterly margin East 50.28 feet to the Northwest corner of said Lot 313; thence South 0° 46' 05" East 76.50 feet to the point of beginning, in Lane County, Oregon.

EXCEPTING THEREFROM that parcel of land described as follows: Beginning at the Southwest corner of lot 309 GREENTREES, as platted and recorded in Book 64, Page 21 (18-12-27-21), Lane County Oregon Plat Records; thence West 46.76 feet to the Easterly margin of Rhododendron Drive; thence along said Easterly margin North 0° 13' 30" East 60.0 feet; thence leaving said Easterly margin East 45.72 feet to the Northwest corner of said Lot 309; thence South on North 0° 46' 05" East 60.0 feet to the point of beginning, in Lane County, Oregon.

PARCEL 3

All that parcel of land lying within the Plat of GREENTREES-REPLAT LOT 303, as platted and recorded in Book 68, Page 30, Lane County Oregon Plat Records, in Lane County, Oregon;

EXCEPTING THEREFROM Lots 402 through 450, inclusive of said Plat;

ALSO EXCEPTING THEREFROM that parcel of land described as follows: Beginning at the most Westerly corner of Lot 434, GREENTREES-REPLAT LOT 303, as platted and recorded in Book 68, Page 30, Lane County Oregon Plat Records, said point also being on the Easterly margin of a 40.0 foot roadway; thence along

the Southwesterly line of said Lot 434 South 37° 23' 40" East 100.39 feet to the most Southerly corner of said Lot 434; thence South 72° 00' 00" West 64.84 feet to the Easterly margin of said 40.00 foot roadway; thence along said Easterly margin North 9° 00' 00" West 35.44 feet; thence along the arc of a 130.00 foot radius curve right (the chord of which curve bears North 5° 30' 00" East 65.10 feet) a distance of 65.80 feet to the point of beginning, in Lane County, Oregon.

PARCEL 4

Tract A: All that parcel of land lying within the Plat of GREENTREES FIRST ADDITION, as platted and recorded in Book 70, Page 12, Lane County Oregon Plat Records, in Lane County, Oregon;

EXCEPTING THEREFROM Lots 501 through 683, inclusive, of said Plat;

Tract B: Beginning at the most Northerly corner of Lot 636, GREENTREES FIRST ADDITION, as platted and recorded in Book 70, Page 12, Lane County Oregon Plat Records; thence along the Northeasterly line of said Lot 636 along the arc of a 220.03 foot radius curve right (the chord of which curve bears South 39° 54' 00" East 65.05 feet) a distance of 65.28 feet to the most Easterly corner of said Lot 636; thence along the arc of a 175.25 foot radius curve left (the chord of which curve bears North 42° 01' 50" West 64.66 feet) a distance of 65.03 feet to the Northwesterly line of said Lot 636; thence along said Northwesterly line North 39° 54' 30" East 2.44 feet to the point of beginning, in Lane County, Oregon;

Tract C: Beginning at the Northwest corner of Lot 638 GREENTREES FIRST ADDITION, as platted and recorded in Book 70, Page 12, Lane County Oregon Plat Records; thence along the Northerly line of said Lot 638 along the arc of a 570.00 foot radius curve left (the chord of which curve bears South 85° 52' 25" East 35.34 feet) a distance of 35.34 feet; thence along the arc of a 220.03 foot radius curve right (the chord of which curve bears South 81° 55' 05" East 43.95 feet) a distance of 44.02 feet to the Northeast corner of said Lot 638; thence along the Easterly line of said Lot 638 South 13° 49' 50" West 11.71 feet; thence leaving said Easterly line North 74° 04' 20" West 61.16 feet; thence along the arc of a 100.00 foot radius curve left (the chord of which curve bears North 79° 05' 05" West 17.47 feet) a distance of 17.50 feet to the point of beginning, in Lane County, Oregon;

Tract D: Beginning at the Northwest corner of Lot 637, GREENTREES FIRST ADDITION, as platted and recorded in Book 70, Page 12, Lane County Oregon Plat Records; thence along the Northerly line of said Lot 637 along the arc of a 220.03 foot radius curve right (the chord of which curve bears South 62° 17' 35" East 105.66 feet) a distance of 106.71 feet to the Northeast corner of said Lot 637; thence along the Easterly line of said Lot 637 South 39° 54' 30" West 2.44 feet; thence leaving said Easterly line along the arc of a 175.25 foot radius curve left (the chord of which curve bears North 63° 22' 00" West 65.11 feet) a distance of 65.49 feet; thence North 73° 04' 00" West 38.08 feet to the Westerly line of said Lot 637 thence along said Westerly line North 13° 49' 50" East 11.71 feet to the point of beginning, in Lane County, Oregon;

Tract E: Beginning at a point on the Easterly line of Lot 564, GREENTREES FIRST ADDITION, as platted and recorded in Book 70, Page 12, Lane County Oregon Plat Records, said point being North 64° 58' 35" East 83.01 feet from the Southwest corner of said Lot 564; thence leaving said Easterly line North 67° 00' 00" West 15.38 feet; thence North 23° 00' 00" East 30.00 feet to said Easterly line of said Lot 564; thence along said Easterly line South 67° 00' 00" East 20.00 feet; thence along the arc of a 100.00 foot radius curve right (the chord of which curve bears South 31° 43' 35" West 30.34 feet) a distance of 30.46 feet to the point of beginning, in Lane County, Oregon.

PARCEL 5

All that parcel of land lying within the plat of GREENTREES SECOND ADDITION, as platted and recorded in File 73, Slide 13, Lane County Oregon Plat Records, in Lane County, Oregon;

EXCEPTING THEREFROM Lots 684 through 700, inclusive, of said Plat.

PARCEL 6

Beginning at the Northwest corner of GREENTREES-REPLAT LOT 303, as platted and recorded in Book 68, Page 30, Lane County Oregon Plat Records; thence along the Westerly line of said plat of GREENTREES-REPLAT LOT 303 South $0^{\circ} 46' 05''$ East 20.00 feet; thence South $89^{\circ} 52' 00''$ West 34.60 feet to the Easterly margin of Rhododendron Drive; thence along said Easterly margin North $0^{\circ} 13' 30''$ East 20.00 feet; thence leaving said Easterly margin North $89^{\circ} 52' 00''$ East 34.25 feet to the point of beginning, in Lane County, Oregon.

ALSO: An easement for the common use and enjoyment of all owners of all properties within the Greentrees Village Development over and across all lots within Greentrees First Addition adjacent to the Siuslaw River from the foot of the existing bank to the westerly boundary of such lots and any and all riparian rights to which such lots may be entitled, as referenced in document recorded August 24, 1976 Reception #7643760, Reel No. 809R, in Lane County Official Records, Lane County, Oregon.