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CORRECTION DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

This Correction Declaration of Covenants, Conditions and Restrictions is recorded for the purpose of correcting and clarifying the language on page 2, Sections 2.1 (1) and 2.3 which are restated herein and by deleting parcel 4 from the description which was inadvertently included in the original Declaration.

The original Declaration of Covenants, Conditions and Restrictions was recorded January 20, 2000, as Instrument No. 2000003503.

Grantor: Carolyn Colson, Successor Trustee

Grantee: Whom

After recording return to:

Gary R. Ackley
Attorney at Law
P.O. Box 725
Cottage Grove, OR 97424

Division of Chief Deputy Clerk
Lane County Deeds and Records

2000-060101



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\$30.00 \$10.00 \$11.00

After recording return to:

Gary R. Ackley
Attorney at Law
P.O. Box 725
Cottage Grove, OR 97424

DIVISION OF CHIEF DEPUTY CLERK
LANE COUNTY DEEDS AND RECORDS



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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CAROLYN COLSON, Co-Trustee of the Polly Hatch Mosby Trust dated May 6, 1998, hereinafter called Declarant, hereby declares and imposes the following protective covenants, conditions and restrictions upon the ownership, use and occupancy of the following described real property, or any part thereof, located in Lane County, Oregon, as such real property is owned by the Declarant and the Declarant's successors in interest, transferees and assigns:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT A

In imposing these covenants and restrictions, Declarant states that they shall be considered covenants which shall run with, and benefit and burden, the above-described real property, which is hereinafter referred to as the "Protected Parcel".

1. BENEFITTED PARTIES: The parties entitled to the benefit of these covenants and restrictions (hereinafter the Benefitted Parties) shall be each and all of the following"

1.1 The Polly Hatch Mosby Trust and the beneficiaries thereof *with an interest in the "Protected Parcel". Carolyn Colson*

1.2 The owners of all lots, tracts and parcels of real property that immediately abut and share a common boundary line with the Protected Parcel. It is intended that the adjoining owners are to be third party beneficiaries of these protective covenants.

2. FORESTCARE COVENANTS: As hereinafter set forth the following forestcare covenants shall apply to the Protected Parcel:

2.1 A forest management plan designed to prevent over-cutting or clearcutting must be prepared as described below. The plan must address the following factors in order to keep the forest cover above a minimum level. These are:

(1) At least a 50% crown coverage will be maintained over the existing forested areas of the property. Stands older than 35 years will be maintained at 10 MBF per acre at all times.

(2) No more than 25% of the timber volume shall be harvested in a 5 year period.

(3) The restrictions shall apply to the forested portion of the parcel as of the date of these covenants and shall not apply to the current grassland portion of the property, that is, the covenants shall not apply to areas planted after the execution of these covenants except the planting required as a result of harvesting of existing trees.

2.2 A forest management plan will be prepared before a harvest. The management plan shall be prepared by the owner and a qualified consulting forester. The management plan shall be updated as necessary whenever harvesting occurs. All harvesting shall be done in accordance with the plan and under the supervision of the consulting forester. The forester will recommend actions to be taken, however, any actions will be at the discretion of the owner. That is "no action" will always be an option of the owner.

2.3 Definitions:

Harvest is when over 3% of the existing volume or one thousand board feet per acre of trees are felled, whichever is less.

Qualified Consulting Forester is one who is experienced in selective harvesting of timber on private non-industrial forest land, working with owners of small (1,000 acres or less) woodlands; and who is either a Certified Forester member of the Society of American Foresters or a designated member (ACF) of the Association of Consulting Foresters.

Crown Coverage is the land area that is below the live green branches of the tree (crown).

Forested Areas are areas 1/4 acre or larger where the number of trees per acre multiplied by their age is greater than 1,000.

2.4 This Forestcare Provision does not apply to trespass, vandalism, natural disaster or other actions not under control of the owner.

2.5 The intention of this covenant is not to preclude human occupancy of the Protected Parcel as it is recognized that such occupancy can enhance the Protected Parcel, but it must always be recognized that the intent of the forestcare covenants are to maintain the Forested Areas, and their forest cover, to the fullest reasonably possible. Any such use of the property shall be subject to applicable planning and zoning laws.

3. ENFORCEMENT: The benefitted parties retain the right to all equitable and legal remedies to prevent, remedy and/or seek compensation for any violation of these covenants and restrictions as well as to enforce compliance.

3.1 The parties shall attempt to solve their differences through mediation before additional legal proceedings are instituted. However, any party shall retain the right to seek injunctive relief to prevent waste of the forest during the mediation process. Parties involved will pay their own arbitration expenses.

3.2 In the event the parties cannot resolve their differences by way of mediation within a reasonable time, not to exceed six months from the date either party first requests mediation, then additional formal legal proceedings may be filed in an appropriate court.

3.3 In the event a court finds that the property owner is in violation of the covenants and restrictions, damages equivalent to triple the "stumpage" of the trees improperly removed shall be assessed against the property owner. Both damages and/or legal fees shall be deposited with the court. The prevailing party or parties is/are entitled to recover arbitration and legal fees. This section shall not be deemed to limit available remedies.

3.4 Upon a finding of violation, and in addition to all other remedies recited herein, the owner shall correct and or ameliorate the violation of the Covenants and Restrictions as required by and specified in an undated management plan. Such corrections shall occur within a reasonable time. If not, any beneficiary may immediately require injunctive relief and specific performance, along with all other available remedies, with any additional legal/court expenses being deposited with the court.

3.5 The prevailing parties in any suit or action brought to enforce these Covenants and Restrictions shall be entitled to an additional award of legal fees incurred at trial and any appeal thereof.

4. PARTIAL INVALIDITY: In the event any one or more provisions of the forestcare covenants are held to be unenforceable or unlawful for any reason, at any time, by a court of competent jurisdiction, all other provision of the covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned as Declarant has signed this instrument this 19 day of January, 2000.

Carolyn Colson, Trustee
Carolyn Colson, Co-Trustee of the
Polly Hatch Mosby Trust
dated May 6, 1998

STATE OF CALIFORNIA, County of Contra Costa ss.

On this 19th day of January, 2000, the above-named personally appeared and acknowledged the foregoing instrument to be her voluntary act and deed. BEFORE ME:

[Signature]
Notary Public for California
My Commission Expires:

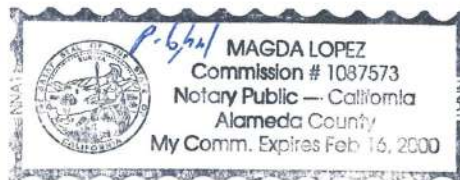


EXHIBIT "A"

PARCEL 1 (21.03.01 100)

The South half of the Northeast Quarter of Section One (1), excepting therefrom the school grounds owned by School District No. 24, Lane County, Oregon, and which are described in deed recorded in volume 179, at page 484 of Deed Records for Lane County, Oregon; and Lot 1, Section 1; Lot 2, Section 1, the North half of the Southeast Quarter of Section 1, the Southeast Quarter of the Southeast Quarter of Section 1, all in Township 21, South of Range 3 West of the Willamette Meridian, in Lane County, Oregon.

PARCEL 2 (21.02.06 1600)

Beginning at the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 1 in Township 21 South of Range 3 West; thence East 10 rods; thence South 80 rods; thence West 10 rods; thence North 80 rods to the place of beginning, in Section 6 in Township 21 South of Range 2 West of the Willamette Meridian in Lane County, Oregon.

PARCEL 3 (20.03.36 1700)

Beginning at the Southwest corner of Donation Land Claim #60, and running thence North 86° 34' East 5.54 chains thence North 57° 06' East 16.09 chains thence North 06° 12' West 3.18 chains thence East 11.11 chains thence North 2.27 chains thence East 2.27 chains thence North 00° 30' East 21.61 chains thence West 10.85 chains to the East boundary of the County Road thence Southerly and Southwesterly along said boundary to a point 9.0 chains North 45° East of the place of beginning thence South 45° West 9.0 chains to the place of beginning in Section 36, 20 South, Range 3 West, Willamette Meridian, in Lane County, Oregon

Except .23 ac. in OP&E RR per volume 56/59.(1968) and 0.14 ac incl. in parcel conveyed per Vol. 61 508.(being that part of D. Mosby DLC #60 lying South of the centerline of Mosby Creek).(1968)

PARCEL 4 (21-02-06 400)

Beginning at the Easterly Northwest corner of Donation Land Claim #37, Section 31, 21 South, Range 2 West, Willamette Meridian, and running thence West 5.60 chains thence South 4.75 chains thence West 2.54 chains thence South 16.18 chains thence East 8.14 chains thence North 21.19 chains to the Place of Beginning Containing 15.72 ac. of land m/l in Section 31, 20 South, Range 2 West, Willamette Meridian, Lane County Oregon.

Also: That part of Lot 10, 20 South, Range 2 West, Willamette Meridian and that part of Lot 3, Section 6, 21 South, Range 2 West, Willamette Meridian lying East of the above described tract all in Lane County Oregon.

Total acres m/l 27.34, acreage correction (1969) containing m/l 34.00, acreage correction for 1982, by survey. containing m/l 31.22.