

Sunridge 2ND ADD.

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.....

SURVEY NUMBER 39377

FILE CONTROL NO: 2745

PLAT DOCUMENT

Division of Chief Deputy Clerk
Lane County Deeds and Records

2005-057003



\$246.00

00718861200500570030010016

07/26/2005 10:42:53 AM

RPR-SUBD Cnt=1 Stn=4 CASHIER 02

\$5.00 \$220.00 \$10.00 \$11.00

This document is a
SUBDIVISION:

SUNRIDGE SECOND ADDITION

Owners: Shade Tree, Inc.

Dedicatee: City of Lowell

Twn. 19S Rng. 1W Sec. 14

LANE COUNTY DEEDS & RECORDS

20 - Lots

2 - Stickers

9 - Res. Numbers

AFTER RECORDING RETURN TO:
Lane County Surveyor's Office

2745-2

After recording return to:
Shade Tree, Inc.
40160 East First Street
Lowell, OR 97452



\$36.00

07/26/2005 10:42:53 AM

RPR-ESMT Cnt=1 Stn=4 CASHIER 02
\$15.00 \$10.00 \$11.00

DECLARATION OF EASEMENT

DECLARANT: Shade Tree, Inc., an Oregon corporation
PROPERTY: Lots 44 and 46 of Sunridge Second Addition

RECITALS:

1. Shade Tree, Inc., an Oregon corporation, (hereafter "Declarant") is the owner of the real property described on the attached Exhibit A.
2. Declarant intends to subdivide its property into 20 lots, and the City of Lowell granted tentative subdivision approval for that division on October 7, 2003.
3. This easement is being created and conveyed to create a shared driveway across Lot 44 and Lot 46 within the contemplated subdivision to provide ingress and egress, to provide for maintenance of the shared driveway, and to allow placement of underground utilities within the easement area.

EASEMENT TERMS AND CONVEYANCE:

1. **Incorporation of recitals.** The recitals above are incorporated by reference herein.
2. **Definitions:**
 - 2.1 "Easement area" is the area described as "Legal Description of Easement" in paragraph 3.
 - 2.2 "Roadway surface" means that part of the easement that is actually improved and used for vehicular or other traffic.
 - 2.3 "Lot 44" means Lot 44 of Sunridge Second Addition, as recorded in the Lane County, Oregon Official Records, Document No. 2005-57003.
 - 2.4 "Lot 46" means Lot 46 of Sunridge Second Addition, as recorded in the Lane County, Oregon Official Records, Document No. 2005-57003.
3. **Legal Description of Easement:** *Beginning at the most northerly-northeast corner of Lot 46, Sunridge Second Addition recorded as Document No. 2005-57003, official records of Lane County, Oregon; thence South 40°25'41" West 96.04 feet; thence South 15°52'56" West 7.57 feet; thence South 74°07'04" East 20.00 feet; thence South 16°52'09" West 25.00 feet; thence North 74°07'04" West 34.56 feet; thence North 08°59'35" East 0.77 feet; thence North 73°07'27" West 20.01 feet; thence North 17°15'18" East 25.00 feet; thence South 72°44'42" East 10.00 feet; thence North 40°25'41" East 103.75 feet; thence South 73°16'37" East 21.30 feet to the true point of beginning in Lowell, Lane County, Oregon.*
4. **Conveyance.** Shade Tree, Inc., as Declarant, does hereby create and convey a perpetual, non-exclusive easement over, across and under certain property of Shade Tree, Inc., described above as "Legal Description of Easement", for the purpose of access to and egress from Lot 44 and Lot 46. In addition, public and private underground utilities serving Lot 44 and Lot 46 may be constructed, operated, replaced, repaired, maintained and inspected within the easement area. These public and private utilities include, but are not limited to, sewer, water, electrical, gas, television and telephone. The terms of this easement are as set forth herein. This easement is granted subject to all prior conditions, restrictions, easements and encumbrances of record.

5. **Use of the Easement Area.** The owners of Lot 44 and Lot 46 shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other. Vehicles or other physical impediments shall not be parked or otherwise placed upon the roadway surface.

6. **Maintenance and Repair.** The concrete roadway surface shall be maintained by the parties in a workmanlike manner in good, serviceable condition at all times. The owners of Lot 44 and Lot 46 shall share equally in the costs of repair and maintenance of the roadway surface. The owners of Lot 44 and Lot 46 shall work together to coordinate and pay for construction, maintenance and repair of the roadway surface. The remainder of the easement area shall be maintained by the respective owners. Provided, however, notwithstanding anything to the contrary herein, any damage specifically and directly caused to the road surface or easement area by an owner or by the guests or agents of an owner of either lot shall be promptly repaired by said owner at that owner's sole expense. By way of example and not by way of limitation such damage includes damage by heavy equipment or unreasonable use of the easement area by an automobile. Dirt, gravel, oil, plant materials, building materials, or any other debris deposited within the easement area by an owner or by the guests or agents of an owner shall be promptly removed by said owner at that owner's sole expense.

7. **Binding Effect.** The easement created herein shall run with the land and shall be binding on and shall inure to the benefit of any future parties, their heirs, successors and assigns. This easement is not personal but shall be appurtenant to each and every portion of the property for which the easement is created and conveyed.

8. **Recording.** This document and the easement created herein shall be duly recorded in the real property records of Lane County, Oregon and shall be binding and enforceable as to future owners of Lot 44 and Lot 46.

9. **No Merger.** The easement granted in this document shall not merge into the title held by any party, it being the express intent of this instrument that such easement shall remain separate from the fee title, so it may run with the land and benefit the heirs, successors and assigns of Lot 44 and Lot 46.

10. **Future Acts and Assurances.** The owners of Lot 44 and Lot 46 shall, upon request of the other party, execute and deliver such additional documents, and do such other acts and things as may be necessary or convenient for the purpose of evidencing or perfecting any rights or interests arising under this agreement.

11. **Attorney Fees.** If any suit, action, or other proceeding or appeal therefrom, is instituted to enforce, compel or clarify any right or obligation created in this agreement, the prevailing party shall be entitled to receive from the adverse party, in addition to costs and disbursements, an award of reasonable attorney fees to be set by the trial or appellate court.

DATED this 20th day of July, 2005.

DECLARANT:


PRESIDENT
SHADE TREE, INC., by Mia Nelson, President

STATE OF OREGON, County of Lane, ss.

On July 20th, 2005, personally appeared the above named Mia Nelson, and did say that she is the President of Shade Tree, Inc. and that this instrument was signed on behalf of the corporation and by the authority of its board of directors, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

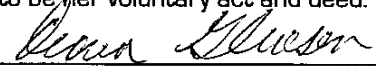

Notary Public for Oregon
My Commission Expires: 2-10-2008



EXHIBIT A

DESCRIPTION OF THE EXTERIOR BOUNDARY OF SECOND ADDITION TO SUNRIDGE

BEGINNING AT THE INITIAL POINT; THENCE, SOUTH 73°16'39" EAST 299.00 FEET ALONG THE SOUTH LINE OF SUNRIDGE RECORDED AT FILE 75, SLIDE 1091, OFFICIAL PLAT RECORDS OF LANE COUNTY, OREGON TO THE REINFORCING ROD MARKING THE SOUTHEAST CORNER OF LOT 16 OF SAID PLAT OF SUNRIDGE; THENCE, NORTH 100.26 FEET ALONG THE EAST LINE OF SAID LOT 16 TO A REINFORCING ROD MARKING THE NORTHEAST CORNER THEREOF (BEING ON THE SOUTH RIGHT OF WAY LINE OF EAST FIRST STREET); THENCE, SOUTH 73°16'39" EAST 110.39 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO THE WESTERLY POINT OF THE PORTION OF EAST FIRST STREET VACATED IN VACATION ORDINANCE RECORDED JANUARY 5, 2005, DOCUMENT NUMBER 2005-000978; THENCE, 38.19 FEET ALONG THE NORTH LINE OF SAID VACATION AND THE SOUTH RIGHT OF WAY LINE OF EAST FIRST STREET AS IT FOLLOWS THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET TO A POINT BEARING SOUTH 81°41'33" EAST 38.05 FEET FROM THE LAST DESCRIBED POINT; THENCE, NORTH 89°53'33" EAST 92.63 FEET CONTINUING ALONG SAID NORTH LINE OF THE VACATION AND THE SOUTH RIGHT OF WAY LINE OF EAST FIRST STREET TO THE NORTHEAST CORNER OF SAID VACATION; THENCE SOUTH 0°06'27" EAST 33.84 FEET ALONG A LINE PARALLEL WITH AND 50.00 FEET WESTERLY OF THE WEST LINE OF LANE COUNTY LAND PARTITION PLAT NO. 97-P1008 TO THE SOUTHEAST CORNER OF SAID VACATION; THENCE, SOUTH 73°16'39" EAST 52.24 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF SAID EAST FIRST STREET TO A REINFORCING ROD MARKING THE SOUTHEAST CORNER THEREOF; THENCE, SOUTH 0°06'27" EAST 49.00 FEET ALONG THE WEST LINE OF LANE COUNTY LAND PARTITION PLAT NO. 97-P1008 TO A POINT MARKED BY A REINFORCING ROD; THENCE, SOUTH 0°06'27" EAST 106.11 FEET TO A REINFORCING ROD MARKING THE NORTHEAST CORNER OF THAT PROPERTY LINE ADJUSTMENT DEED RECORDED APRIL 27, 2005, DOCUMENT NO. 2005-029904 OFFICIAL RECORDS OF LANE COUNTY, OREGON; THENCE NORTH 89°56'58" WEST 54.68 FEET ALONG THE NORTH LINE OF SAID DEED TO A REINFORCING ROD; THENCE, 80.76 FEET CONTINUING ALONG SAID NORTH LINE AS IT FOLLOWS THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET TO A REINFORCING ROD BEARING SOUTH 72°12'13" WEST 79.46 FEET FROM THE LAST DESCRIBED POINT; THENCE, WEST 9.76 FEET CONTINUING ALONG SAID NORTH LINE TO A REINFORCING ROD MARKING THE NORTHWEST CORNER THEREOF; THENCE, SOUTH 0°06'27" EAST 170.00 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, WEST 206.87 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, NORTH 76°13'33" WEST 309.41 FEET TO A REINFORCING ROD MARKED THE SOUTHEAST CORNER OF LOT 32, SAID PLAT OF SUNRIDGE FIRST ADDITION; THENCE, ALONG THE EAST LINE OF SAID PLAT OF SUNRIDGE FIRST ADDITION THE FOLLOWING COURSES AND DISTANCES: NORTH 12°17'41" EAST 110.12 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, SOUTH 72°44'42" EAST 22.12 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, NORTH 16°43'23" EAST 144.40 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, NORTH 73°16'37" WEST 42.41 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, NORTH 16°43'23" EAST 100.00 FEET TO THE INITIAL POINT IN LOWELL, LANE COUNTY, OREGON.

AND

BEGINNING AT THE IRON ROD MARKING THE NORTHEAST CORNER OF LOT 16 OF SUNRIDGE RECORDED AT FILE 75, SLIDE 1091, OFFICIAL PLAT RECORDS OF LANE COUNTY, OREGON; THENCE, NORTH 12°25'00" EAST 60.17 FEET TO A REINFORCING ROD MARKING THE SOUTHEAST CORNER OF LOT 8 OF SUNRIDGE RECORDED AT FILE 75, SLIDE 1091 ON THE NORTH RIGHT OF WAY LINE OF EAST FIRST STREET BEING THE TRUE POINT OF BEGINNING; THENCE, NORTH 109.96 FEET TO A REINFORCING ROD MARKING THE NORTHEAST CORNER OF SAID LOT 8; THENCE, SOUTH 73°16'39" EAST 76.34 FEET TO A REINFORCING ROD ON THE WEST LINE OF THAT TRACT MONUMENTED IN SURVEY FILED AT THE LANE COUNTY SURVEYOR'S OFFICE UNDER NO. 32715; THENCE, SOUTH 0°03'39" EAST 109.99 FEET ALONG SAID WEST LINE TO A REINFORCING ROD SET IN SAID SURVEY ON THE NORTH RIGHT OF WAY LINE OF SAID EAST FIRST STREET; THENCE, NORTH 73°16'39" WEST 76.45 FEET TO THE TRUE POINT OF BEGINNING ALL IN LOWELL, LANE COUNTY, OREGON.

After recording return to:
Shade Tree, Inc.
40160 East First Street
Lowell, OR 97452



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RPR-ESMT Cnt=1 Sln=4 CASHIER 02
\$15.00 \$10.00 \$11.00

DECLARATION OF EASEMENT

DECLARANT: Shade Tree, Inc., an Oregon corporation
PROPERTY: Lots 48 and 50 of Sunridge Second Addition

RECITALS:

1. Shade Tree, Inc., an Oregon corporation, (hereafter "Declarant") is the owner of the real property described on the attached Exhibit A.
2. Declarant intends to subdivide its property into 20 lots, and the City of Lowell granted tentative subdivision approval for that division on October 7, 2003.
3. This easement is being created and conveyed to create a shared driveway across Lot 48 and Lot 50 within the contemplated subdivision to provide ingress and egress, to provide for maintenance of the shared driveway, and to allow placement of underground utilities within the easement area.

EASEMENT TERMS AND CONVEYANCE:

1. **Incorporation of recitals.** The recitals above are incorporated by reference herein.
2. **Definitions:**
 - 2.1 "Easement area" is the area described as "Legal Description of Easement" in paragraph 3.
 - 2.2 "Roadway surface" means that part of the easement that is actually improved and used for vehicular or other traffic.
 - 2.3 "Lot 48" means Lot 48 of Sunridge Second Addition, as recorded in the Lane County, Oregon Official Records, Document No. 2005-57003.
 - 2.4 "Lot 50" means Lot 50 of Sunridge Second Addition, as recorded in the Lane County, Oregon Official Records, Document No. 2005-57003.
3. **Legal Description of Easement:** *Beginning at the most northerly-northeast corner of Lot 50, Sunridge Second Addition recorded as Document No. 2005-57003, official records of Lane County, Oregon; thence South 40°26'25" West 95.65 feet; thence South 09°01'39" West 6.44 feet; thence South 80°58'21" East 20.00 feet; thence South 09°01'39" West 26.73 feet; thence North 74°07'04" West 57.79 feet; thence North 15°52'56" East 25.00 feet; thence South 74°07'04" East 10.00 feet; thence North 40°26'25" feet East 101.56 feet; thence South 73°16'37" East 10.38 feet; thence 11.15 feet along a curve to the left having a radius of 130.00 feet, to the true point of beginning in Lowell, Lane County, Oregon.*
4. **Conveyance.** Shade Tree, Inc., as Declarant, does hereby create and convey a perpetual, non-exclusive easement over, across and under certain property of Shade Tree, Inc., described above as "Legal Description of Easement", for the purpose of access to and egress from Lot 48 and Lot 50. In addition, public and private underground utilities serving Lot 48 and Lot 50 may be constructed, operated, replaced, repaired, maintained and inspected within the easement area. These public and private utilities include, but are not limited to, sewer, water, electrical, gas, television and telephone. The terms of this easement are as set forth herein. This easement is granted subject to all prior conditions, restrictions, easements and encumbrances of record.

5. **Use of the Easement Area.** The owners of Lot 48 and Lot 50 shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other. Vehicles or other physical impediments shall not be parked or otherwise placed upon the roadway surface.

6. **Maintenance and Repair.** The concrete roadway surface shall be maintained by the parties in a workmanlike manner in good, serviceable condition at all times. The owners of Lot 48 and Lot 50 shall share equally in the costs of repair and maintenance of the roadway surface. The owners of Lot 48 and Lot 50 shall work together to coordinate and pay for construction, maintenance and repair of the roadway surface. The remainder of the easement area shall be maintained by the respective owners. Provided, however, notwithstanding anything to the contrary herein, any damage specifically and directly caused to the road surface or easement area by an owner or by the guests or agents of an owner of either lot shall be promptly repaired by said owner at that owner's sole expense. By way of example and not by way of limitation such damage includes damage by heavy equipment or unreasonable use of the easement area by an automobile. Dirt, gravel, oil, plant materials, building materials, or any other debris deposited within the easement area by an owner or by the guests or agents of an owner shall be promptly removed by said owner at that owner's sole expense.

7. **Binding Effect.** The easement created herein shall run with the land and shall be binding on and shall inure to the benefit of any future parties, their heirs, successors and assigns. This easement is not personal but shall be appurtenant to each and every portion of the property for which the easement is created and conveyed.

8. **Recording.** This document and the easement created herein shall be duly recorded in the real property records of Lane County, Oregon and shall be binding and enforceable as to future owners of Lot 48 and Lot 50.

9. **No Merger.** The easement granted in this document shall not merge into the title held by any party, it being the express intent of this instrument that such easement shall remain separate from the fee title, so it may run with the land and benefit the heirs, successors and assigns of Lot 48 and Lot 50.

10. **Future Acts and Assurances.** The owners of Lot 48 and Lot 50 shall, upon request of the other party, execute and deliver such additional documents, and do such other acts and things as may be necessary or convenient for the purpose of evidencing or perfecting any rights or interests arising under this agreement.

11. **Attorney Fees.** If any suit, action, or other proceeding or appeal therefrom, is instituted to enforce, compel or clarify any right or obligation created in this agreement, the prevailing party shall be entitled to receive from the adverse party, in addition to costs and disbursements, an award of reasonable attorney fees to be set by the trial or appellate court.

DATED this 20th day of July, 2005.

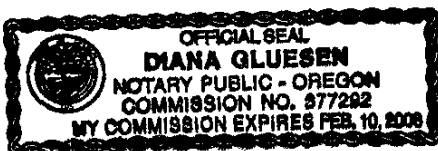
DECLARANT:

 **PRESIDENT**

SHADE TREE, INC., by Mia Nelson, President

STATE OF OREGON, County of Lane, ss.

On July 20th, 2005, personally appeared the above named Mia Nelson, and did say that she is the President of Shade Tree, Inc. and that this instrument was signed on behalf of the corporation and by the authority of its board of directors, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:



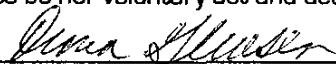

Notary Public for Oregon
My Commission Expires: 2-10-2008

EXHIBIT A

DESCRIPTION OF THE EXTERIOR BOUNDARY OF SECOND ADDITION TO SUNRIDGE

BEGINNING AT THE INITIAL POINT; THENCE, SOUTH 73°16'39" EAST 299.00 FEET ALONG THE SOUTH LINE OF SUNRIDGE RECORDED AT FILE 75, SLIDE 1091, OFFICIAL PLAT RECORDS OF LANE COUNTY, OREGON TO THE REINFORCING ROD MARKING THE SOUTHEAST CORNER OF LOT 16 OF SAID PLAT OF SUNRIDGE; THENCE, NORTH 100.26 FEET ALONG THE EAST LINE OF SAID LOT 16 TO A REINFORCING ROD MARKING THE NORTHEAST CORNER THEREOF (BEING ON THE SOUTH RIGHT OF WAY LINE OF EAST FIRST STREET); THENCE, SOUTH 73°16'39" EAST 110.39 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO THE WESTERLY POINT OF THE PORTION OF EAST FIRST STREET VACATED IN VACATION ORDINANCE RECORDED JANUARY 5, 2005, DOCUMENT NUMBER 2005-000978; THENCE, 38.19 FEET ALONG THE NORTH LINE OF SAID VACATION AND THE SOUTH RIGHT OF WAY LINE OF EAST FIRST STREET AS IT FOLLOWS THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET TO A POINT BEARING SOUTH 81°41'33" EAST 38.05 FEET FROM THE LAST DESCRIBED POINT; THENCE, NORTH 89°53'33" EAST 92.63 FEET CONTINUING ALONG SAID NORTH LINE OF THE VACATION AND THE SOUTH RIGHT OF WAY LINE OF EAST FIRST STREET TO THE NORTHEAST CORNER OF SAID VACATION; THENCE SOUTH 0°06'27" EAST 33.84 FEET ALONG A LINE PARALLEL WITH AND 50.00 FEET WESTERLY OF THE WEST LINE OF LANE COUNTY LAND PARTITION PLAT NO. 97-P1008 TO THE SOUTHEAST CORNER OF SAID VACATION; THENCE, SOUTH 73°16'39" EAST 52.24 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF SAID EAST FIRST STREET TO A REINFORCING ROD MARKING THE SOUTHEAST CORNER THEREOF; THENCE, SOUTH 0°06'27" EAST 49.00 FEET ALONG THE WEST LINE OF LANE COUNTY LAND PARTITION PLAT NO. 97-P1008 TO A POINT MARKED BY A REINFORCING ROD; THENCE, SOUTH 0°06'27" EAST 106.11 FEET TO A REINFORCING ROD MARKING THE NORTHEAST CORNER OF THAT PROPERTY LINE ADJUSTMENT DEED RECORDED APRIL 27, 2005, DOCUMENT NO. 2005-029904 OFFICIAL RECORDS OF LANE COUNTY, OREGON; THENCE NORTH 89°56'58" WEST 54.68 FEET ALONG THE NORTH LINE OF SAID DEED TO A REINFORCING ROD; THENCE, 80.76 FEET CONTINUING ALONG SAID NORTH LINE AS IT FOLLOWS THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET TO A REINFORCING ROD BEARING SOUTH 72°12'13" WEST 79.46 FEET FROM THE LAST DESCRIBED POINT; THENCE, WEST 9.76 FEET CONTINUING ALONG SAID NORTH LINE TO A REINFORCING ROD MARKING THE NORTHWEST CORNER THEREOF; THENCE, SOUTH 0°06'27" EAST 170.00 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, WEST 206.87 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, NORTH 76°13'33" WEST 309.41 FEET TO A REINFORCING ROD MARKED THE SOUTHEAST CORNER OF LOT 32, SAID PLAT OF SUNRIDGE FIRST ADDITION; THENCE, ALONG THE EAST LINE OF SAID PLAT OF SUNRIDGE FIRST ADDITION THE FOLLOWING COURSES AND DISTANCES: NORTH 12°17'41" EAST 110.12 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, SOUTH 72°44'42" EAST 22.12 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, NORTH 16°43'23" EAST 144.40 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, NORTH 73°16'37" WEST 42.41 FEET TO A POINT MARKED BY A REINFORCING ROD; THENCE, NORTH 16°43'23" EAST 100.00 FEET TO THE INITIAL POINT IN LOWELL, LANE COUNTY, OREGON.

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RPR-ESMT Cnt=1 Stn=4 CASHIER 02
\$5.00 \$10.00 \$11.00

PRIVATE SANITARY SEWER EASEMENT

GRANTOR: Shade Tree, Inc., an Oregon corporation
GRANTEE: Robert and Geraldine Burr, as to Lot 13
Ryan and Lynette Alexander, as to Lot 14
BENEFITED PROPERTY: Lots 13 and 14 of Sunridge
BURDENED PROPERTY: Lot 39 of Sunridge Second Addition

1. **Grant of Easement.** SHADE TREE, INC., as GRANTOR, does hereby create and convey to ROBERT and GERALDINE BURR, as GRANTEE, and to RYAN and LYNETTE ALEXANDER, as GRANTEE, a perpetual, non-exclusive easement over, across and under the real property described below as "Easement Area" to inspect, operate, maintain, repair and replace private sanitary sewer drainage lines serving Lot 13 and Lot 14 of Sunridge, recorded as Document No. 2001-020173, Lane County Official Records. The terms of this easement are as set forth herein.

2. **Easement Area Defined.** The Easement Area shall be an area of land described as follows: *Beginning at the northwest corner of Lot 39, Sunridge Second Addition, recorded as Document No. 2005-57003, official records of Lane County, Oregon; thence South 13°51'39" West 100.12 feet to the southwest corner of said Lot 39; thence South 73°16'37" East 10.00 feet; thence North 13°51'39" West; thence North 73°16'39" West 10.00 feet to the true point of beginning in Lowell, Lane County, Oregon.*

3. **Terms of Easement.** Grantees shall be entitled to access to the Easement Area upon reasonable notice to Grantor. Buildings shall not be erected within the Easement Area. Grantees shall use care in working around fences and landscaping within the Easement Area when maintaining, repairing or replacing sanitary sewer lines, and shall promptly restore damaged areas in a workmanlike manner. Grantor reserves, for itself, its heirs and assigns, at all times and without restriction, the right to use the Easement Area in a manner not inconsistent with the full use and enjoyment by the Grantee of the rights herein granted. This easement is granted subject to all prior conditions, restrictions, easements and encumbrances of record, and shall run with the land and be binding on and inure to the benefit of any future parties, their heirs, successors and assigns.

4. **Use of the Easement Area.** The Grantor and Grantee shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other.

5. **Binding Effect, No Merger.** The easement created herein shall run with the land and shall be binding on and shall inure to the benefit of any future parties, their heirs, successors and assigns. This easement is not personal but shall be appurtenant to each and every portion of the property for which the easement is created and conveyed. The easement granted in this document shall not merge into the title held by any party, it being the express intent of this instrument that such easement shall remain separate from the fee title.

6. **Attorney Fees.** If any suit, action, or other proceeding or appeal therefrom, is instituted to enforce, compel or clarify any right or obligation created in this agreement, the prevailing party shall be entitled to receive from the adverse party, in addition to costs and disbursements, an award of reasonable attorney fees to be set by the trial or appellate court.

DATED this 20th day of July, 2005.

GRANTOR:

SHADE TREE, INC., by Mia Nelson, President

STATE OF OREGON, County of Lane, ss.

On July 20th, 2005, personally appeared the above named Mia Nelson, and did say that she is the President of Shade Tree, Inc. and that this instrument was signed on behalf of the corporation and by the authority of its board of directors, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

Notary Public for Oregon
My Commission Expires: 2-10-2008



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PRIVATE SANITARY SEWER EASEMENT

GRANTOR: Shade Tree, Inc., an Oregon corporation
GRANTEE: Robert and Tricia Kauffman, as to Lot 15
Gary Reiber, as to Lot 16
BENEFITED PROPERTY: Lots 15 and 16 of Sunridge
BURDENED PROPERTY: Lot 41 of Sunridge Second Addition

1. **Grant of Easement.** SHADE TREE, INC., as GRANTOR, does hereby create and convey to ROBERT and TRICIA KAUFFMAN, as GRANTEE, and to GARY REIBER, as GRANTEE, a perpetual, non-exclusive easement over, across and under the real property described below as "Easement Area" to inspect, operate, maintain, repair and replace private sanitary sewer lines serving Lot 15 and Lot 16 of Sunridge, recorded as Document No. 2001-020173, Lane County Official Records. The terms of this easement are as set forth herein.

2. **Easement Area Defined.** The Easement Area shall be an area of land described as follows: *Beginning at the northwest corner of Lot 41, Sunridge Second Addition, recorded as Document No. ~~2005-57003~~, official records of Lane County, Oregon; thence South 13°51'39" West 100.12 feet to the southwest corner of said Lot 41; thence South 73°16'37" East 10.00 feet; thence North 13°51'39" West 100.13 feet; thence North 73°16'39" West 10.00 feet to the true point of beginning in Lowell, Lane County, Oregon.*

3. **Terms of Easement.** Grantees shall be entitled to access the Easement Area to carry out necessary inspection, maintenance, repair or replacement of Grantees' sanitary sewer lines; provided, however, that one week advance notice shall be provided to Grantor. Emergency access shall be allowed without advance notice. Buildings shall not be erected within the Easement Area; however, portions of structures at least ten feet off the ground, such as eaves, may overhang the Easement Area. Fencing may be constructed along the perimeter of the Easement Area. Grantees shall use care in working around fences and landscaping within the Easement Area when maintaining, repairing or replacing sanitary sewer lines, and shall promptly restore damaged areas in a workmanlike manner. Within five feet of the drip-line of the ponderosa pine growing within the Easement Area, only hand tools may be used, so that tree roots are not damaged. Grantees shall be solely responsible for the cost of maintaining, repairing and/or replacing their respective sewer lines. Grantor reserves, for itself, its heirs and assigns, at all times and without restriction, the right to use the Easement Area in a manner not inconsistent with the full use and enjoyment by the Grantee of the rights herein granted. This easement is granted subject to all prior conditions, restrictions, easements and encumbrances of record, and shall run with the land and be binding on and inure to the benefit of any future parties, their heirs, successors and assigns.

4. **Use of the Easement Area.** The Grantor and Grantee shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other.

5. **Binding Effect, No Merger.** The easement created herein shall run with the land and shall be binding on and shall inure to the benefit of any future parties, their heirs, successors and assigns. This easement is not personal but shall be appurtenant to each and every portion of the property for which the easement is created and conveyed. The easement granted in this document shall not merge into the title held by any party, it being the express intent of this instrument that such easement shall remain separate from the fee title.

6. **Attorney Fees.** If any suit, action, or other proceeding or appeal therefrom, is instituted to enforce, compel or clarify any right or obligation created in this agreement, the prevailing party shall be entitled to receive from the adverse party, in addition to costs and disbursements, an award of reasonable attorney fees to be set by the trial or appellate court.

DATED this 20th day of July, 2005.

GRANTOR:

SHADE TREE, INC., by Mia Nelson, President

STATE OF OREGON, County of Lane, ss.

On July 20th, 2005, personally appeared the above named Mia Nelson, and did say that she is the President of Shade Tree, Inc. and that this instrument was signed on behalf of the corporation and by the authority of its board of directors, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:



Notary Public for Oregon
My Commission Expires: 2-10-2008

After recording return to:
Shade Tree, Inc.
40160 East First Street
Lowell, OR 97452



\$26.00

07/26/2005 10:42:53 AM

RPR-ESMT Cnt=1 Stn=4 CASHIER 02
\$5.00 \$10.00 \$11.00

PRIVATE SANITARY SEWER EASEMENT

DECLARANT: Shade Tree, Inc., an Oregon corporation
BENEFITED PROPERTY: Lots 55 and 56 of Sunridge
BURDENED PROPERTY: Lot 52 of Sunridge Second Addition

1. **Declaration of Easement.** SHADE TREE, INC., as DECLARANT, does hereby create and convey a perpetual, non-exclusive easement over, across and under the real property described below as "Easement Area" to inspect, operate, maintain, repair and replace private sanitary sewer lines serving Lot 55 and Lot 56 of Sunridge Second Addition, recorded as Document No. 2005-57003, Lane County Official Records. The terms of this easement are as set forth herein.

2. **Easement Area Defined.** The Easement Area shall be an area of land described as follows: *Beginning at the northwest corner of Lot 52, Sunridge Second Addition, recorded as Document No. 2005-57003, official records of Lane County, Oregon; thence South 04°53'25" West 95.43 feet to the southwest corner of said Lot 52; thence East 10.04 feet; thence North 04°53'25" East 93.98 feet; thence West 5.13 feet; thence North 73°16'39" West 5.00 feet to the true point of beginning in Lowell, Lane County, Oregon.*

3. **Terms of Easement.** The owners of Lots 55 and 56 shall be entitled to access the Easement Area to carry out necessary inspection, maintenance, repair or replacement of their respective sanitary sewer lines; provided, however, that one week advance notice shall be provided to the owner of Lot 52. Emergency access shall be allowed without advance notice. Buildings shall not be erected within the Easement Area; however, portions of structures at least ten feet off the ground, such as eaves, may overhang the Easement Area. Fencing may be constructed along the perimeter of the Easement Area. The owners of Lots 55 and 56 shall use care in working around fences and landscaping within the Easement Area when maintaining, repairing or replacing sanitary sewer lines, and shall promptly restore damaged areas in a workmanlike manner. The owners of Lots 55 and 56 shall be solely responsible for the cost of maintaining, repairing and/or replacing their respective sewer lines. Declarant reserves for the owner of Lot 52, at all times and without restriction, the right to use the Easement Area in a manner not inconsistent with the full use and enjoyment of the rights herein granted. This easement is granted subject to all prior conditions, restrictions, easements and encumbrances of record, and shall run with the land and be binding on and inure to the benefit of any future parties, their heirs, successors and assigns.

4. **Use of the Easement Area.** All parties to this easement shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other.

5. **Binding Effect, No Merger.** The easement created herein shall run with the land and shall be binding on and shall inure to the benefit of any future parties, their heirs, successors and assigns. This easement is not personal but shall be appurtenant to each and every portion of the property for which the easement is created and conveyed. The easement granted in this document shall not merge into the title held by any party, it being the express intent of this instrument that such easement shall remain separate from the fee title.

6. **Attorney Fees.** If any suit, action, or other proceeding or appeal therefrom, is instituted to enforce, compel or clarify any right or obligation created in this agreement, the prevailing party shall be entitled to receive from the adverse party, in addition to costs and disbursements, an award of reasonable attorney fees to be set by the trial or appellate court.

DATED this 20th day of July, 2005.

DECLARANT:

SHADE TREE, INC., by Mia Nelson, President

STATE OF OREGON, County of Lane, ss.

On July 20th, 2005, personally appeared the above named Mia Nelson, and did say that she is the President of Shade Tree, Inc. and that this instrument was signed on behalf of the corporation and by the authority of its board of directors, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

Notary Public for Oregon
My Commission Expires: 2-10-2008



After recording return to:
Shade Tree, Inc.
40160 East First Street
Lowell, OR 97452



\$26.00

00718870200500570090010012

07/26/2005 10:42:53 AM

RPR-ESMT Cnt=1 Stn=4 CASHIER 02
\$5.00 \$10.00 \$11.00

PRIVATE SANITARY SEWER EASEMENT

DECLARANT: Shade Tree, Inc., an Oregon corporation
BENEFITED PROPERTY: Lot 51 of Sunridge Second Addition
BURDENED PROPERTY: Lot 50 of Sunridge Second Addition

1. **Declaration of Easement.** SHADE TREE, INC., as DECLARANT, does hereby create and convey a perpetual, non-exclusive easement over, across and under the real property described below as "Easement Area" to inspect, operate, maintain, repair and replace private sanitary sewer lines serving Lot 51 of Sunridge Second Addition, recorded as Document No. 2005-57003, Lane County Official Records. The terms of this easement are as set forth herein.

2. **Easement Area Defined.** The Easement Area shall be an area of land described as follows: *Beginning at the northeast corner of Lot 50, Sunridge Second Addition, recorded as Document No. 2005-57003, official records of Lane County, Oregon; thence North 80°58'21" West 104.96 feet; thence South 9°1'38" West 10.00 feet; thence South 80°58'21" East 106.57 feet; thence North 0°6'27" West 10.13 feet to the true point of beginning in Lowell, Lane County, Oregon.*

3. **Terms of Easement.** The owner of Lot 51 shall be entitled to access the Easement Area to carry out necessary inspection, maintenance, repair or replacement of the sanitary sewer line serving Lot 51; provided, however, that one week advance notice shall be provided to the owner of Lot 50. Emergency access shall be allowed without advance notice. Buildings shall not be erected within the Easement Area; however, portions of structures at least ten feet off the ground, such as eaves, may overhang the Easement Area. Fencing may be constructed along the perimeter of the Easement Area. The owner of Lot 51 shall use care in working around fences and landscaping within the Easement Area when maintaining, repairing or replacing sanitary sewer lines, and shall promptly restore damaged areas in a workmanlike manner. The owner 51 shall be solely responsible for the cost of maintaining, repairing and/or replacing the sewer line. Declarant reserves for the owner of Lot 50, at all times and without restriction, the right to use the Easement Area in a manner not inconsistent with the full use and enjoyment of the rights herein granted. This easement is granted subject to all prior conditions, restrictions, easements and encumbrances of record, and shall run with the land and be binding on and inure to the benefit of any future parties, their heirs, successors and assigns.

4. **Use of the Easement Area.** All parties to this easement shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other.

5. **Binding Effect, No Merger.** The easement created herein shall run with the land and shall be binding on and shall inure to the benefit of any future parties, their heirs, successors and assigns. This easement is not personal but shall be appurtenant to each and every portion of the property for which the easement is created and conveyed. The easement granted in this document shall not merge into the title held by any party, it being the express intent of this instrument that such easement shall remain separate from the fee title.

6. **Attorney Fees.** If any suit, action, or other proceeding or appeal therefrom, is instituted to enforce, compel or clarify any right or obligation created in this agreement, the prevailing party shall be entitled to receive from the adverse party, in addition to costs and disbursements, an award of reasonable attorney fees to be set by the trial or appellate court.

DATED this 25th day of July, 2005.

DECLARANT:

SHADE TREE, INC., by Mia Nelson, President

STATE OF OREGON, County of Lane, ss.

On July 25, 2005, personally appeared the above named Mia Nelson, and did say that she is the President of Shade Tree, Inc. and that this instrument was signed on behalf of the corporation and by the authority of its board of directors, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:


Notary Public for Oregon
My Commission Expires: 4/14/08



After Recording Return To:
Shade Tree, Inc.
40160 East First Street
Lowell, OR 97452



\$241.00

07/26/2005 10:42:53 AM

RPR-SUPP Cnt=1 Stn=4 CASHIER 02
\$220.00 \$10.00 \$11.00

**SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EQUITABLE SERVITUDES
FOR SUNRIDGE SECOND ADDITION**

WHEREAS, a "Declaration of Covenants, Conditions, Restrictions and Equitable Servitudes" was recorded by Shade Tree, Inc., an Oregon corporation (hereafter "Declarant") on April 10, 2001, reception number 2001-020572; and amended by a document recorded on January 31, 2005, reception number 2005-007739 (hereafter "Declaration"); and

WHEREAS, section 10.1 of said Declaration provides that the Declarant shall have the right to add additional real property to Sunridge Subdivision, so that it shall become subject to and restricted by the Declaration just as if such property and lots simultaneously had been made subject to this original Declaration; and

WHEREAS, said Declaration provides that an addition to Sunridge Subdivision shall be made by a supplementary declaration, containing such modifications of the provisions of this Declaration as may be necessary to reflect the different character, if any, of the addition to Sunridge Subdivision; and

WHEREAS, Declarant is subdividing additional real property into 20 lots, the City of Lowell granted tentative subdivision approval for that division on October 7, 2003, and the plat for said subdivision was recorded as Sunridge Second Addition, in the Lane County, Oregon Official Records, Document No. 2005-57003; and

WHEREAS, Declarant wishes to subject all the lots in Sunridge Second Addition to the Declaration, and has the unrestricted right to do so;

NOW, THEREFORE, the undersigned SHADE TREE, INC., as Declarant, by executing and recording this Supplementary Declaration, intends that all of Sunridge Second Addition be held, sold and conveyed subject to and restricted by that Declaration recorded on April 10, 2001, reception number 2001-020572; amended by a document recorded on January 31, 2005, reception number 2005-007739. A compilation of the original Declaration and the subsequent amendments is attached hereto as Exhibit A.

Provided, however, that the Declaration, as amended, shall be further modified by the following changes, which shall apply solely to the Sunridge Second Addition:

The third sentence of Section 3.1 shall be revised as follows: "For Sunridge Second Addition, within eighteen months (18 months) of the initial sale of any Lot by the Declarant, or within three (3) years of the date the first lot within Sunridge Second Addition is sold, whichever is later, the Owner of that Lot must secure a building permit for a new home meeting the requirements of this Declaration."

The Individual Lot Maps for Sunridge Second Addition shall be those attached to this Supplementary Declaration.

Section 2.6 shall be revised as follows: "2.6 'Elevation Limit' shall mean that certain number, expressed as a height above mean sea level, which is established for each Lot by the Individual Lot Maps, and which is used, in conjunction with the provisions of Section 5.2.1: Height Restriction, to establish the maximum permitted height of Improvements on that Lot. For Sunridge Second Addition, the Lot may have two or more Elevation Limits, each corresponding to a particular area of the Lot, as illustrated on the Individual Lot Map."

IN WITNESS WHEREOF, Declarant executes this Declaration on this 20th day of July, 2005.

SHADE TREE, INC., Declarant

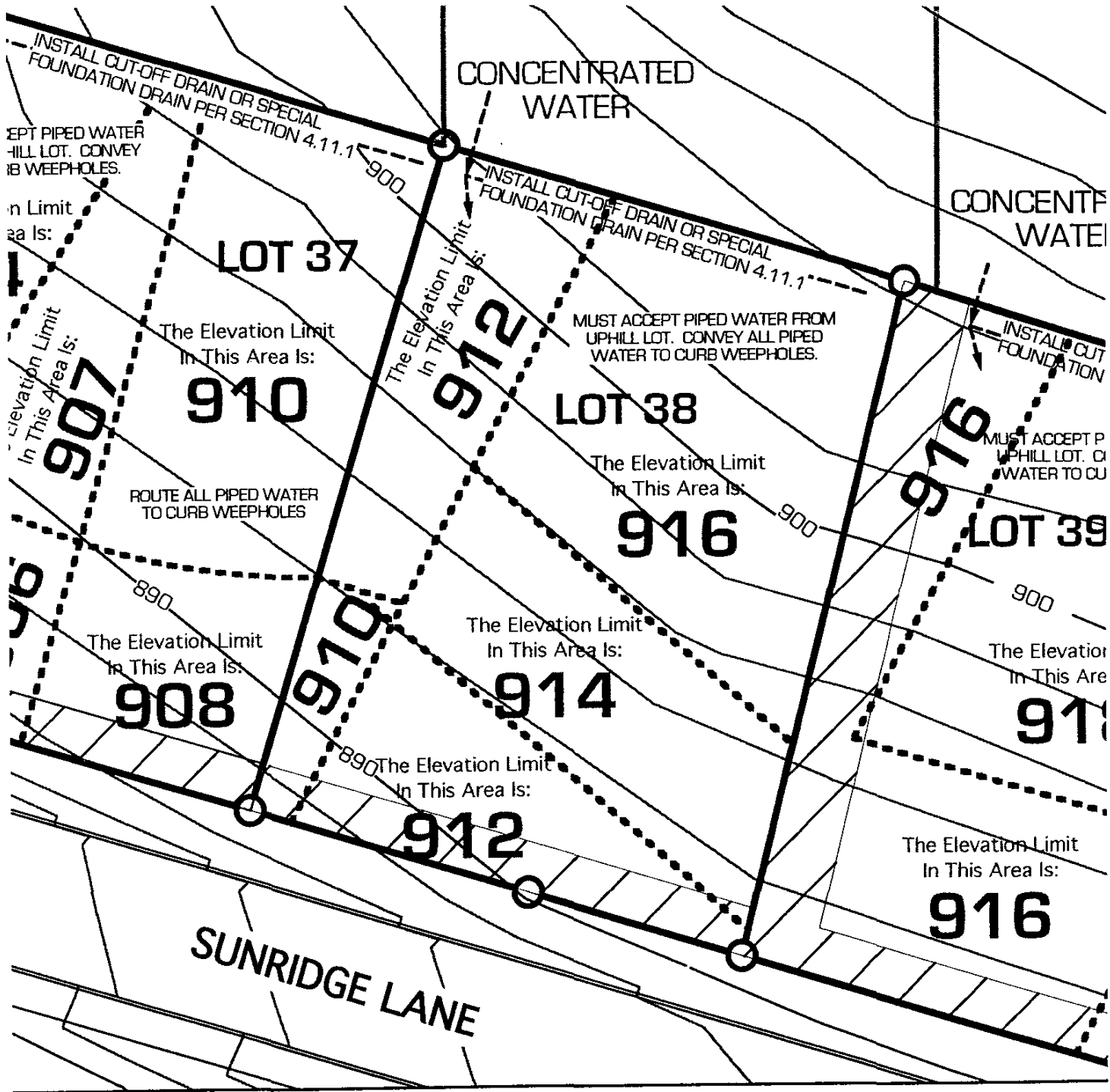
By: 
Mia Nelson, President

STATE OF OREGON, County of Lane, ss.

On this 20th day of July, 2005, personally appeared before me Mia Nelson, President of Shade Tree, Inc., an Oregon corporation, and acknowledged to me that she executed the above instrument freely and voluntarily and by authority of the Board of Directors of the corporation. BEFORE ME:



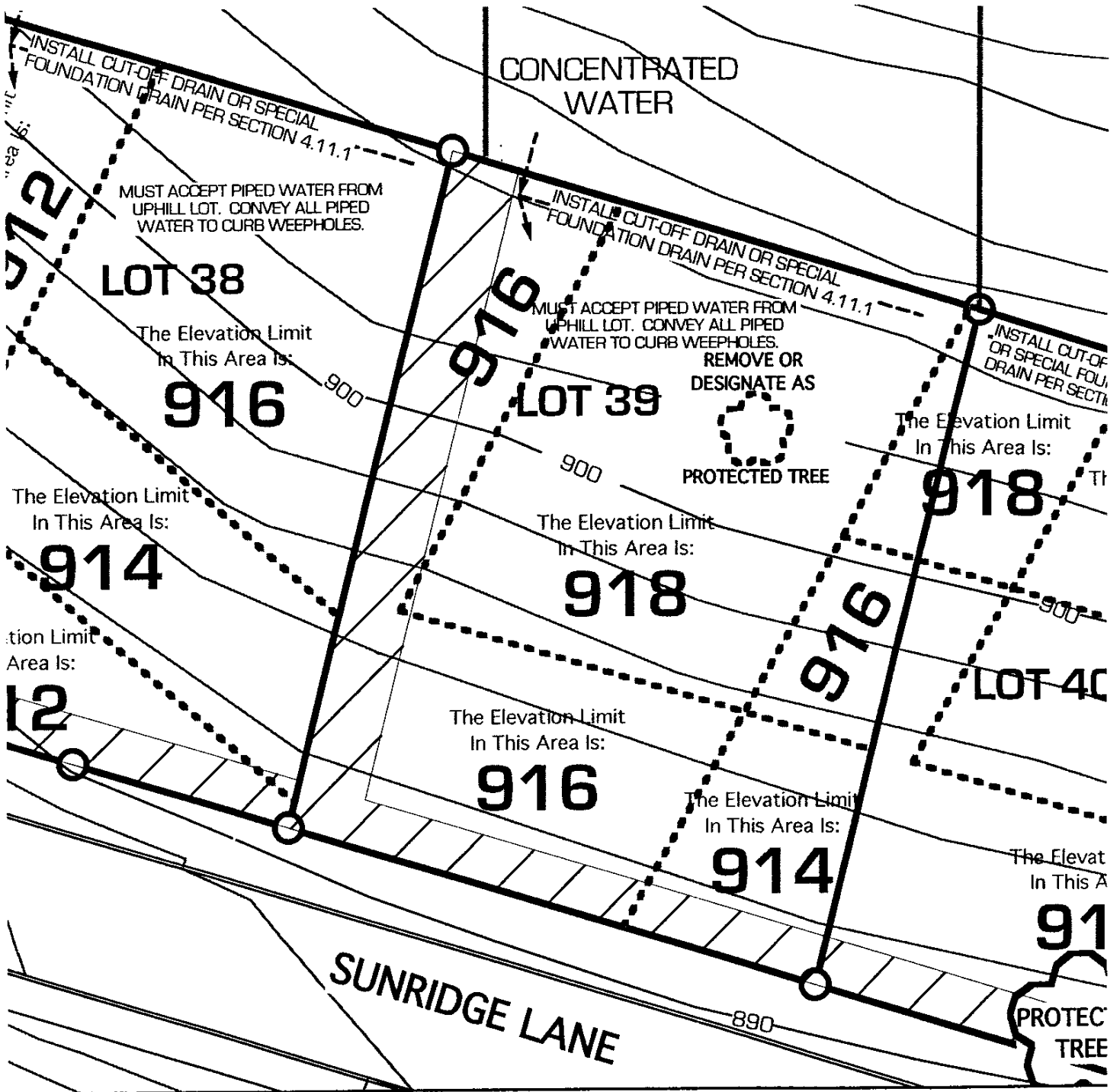

Notary Public for Oregon
My Commission Expires: 2-10-2008



**INDIVIDUAL LOT MAP
SUNRIDGE SUBDIVISION
LOT 38**

SCALE: 1" = 20'
 VERIFY ALL CONTOUR LOCATIONS.
 ACCURACY IS NOT GUARANTEED.



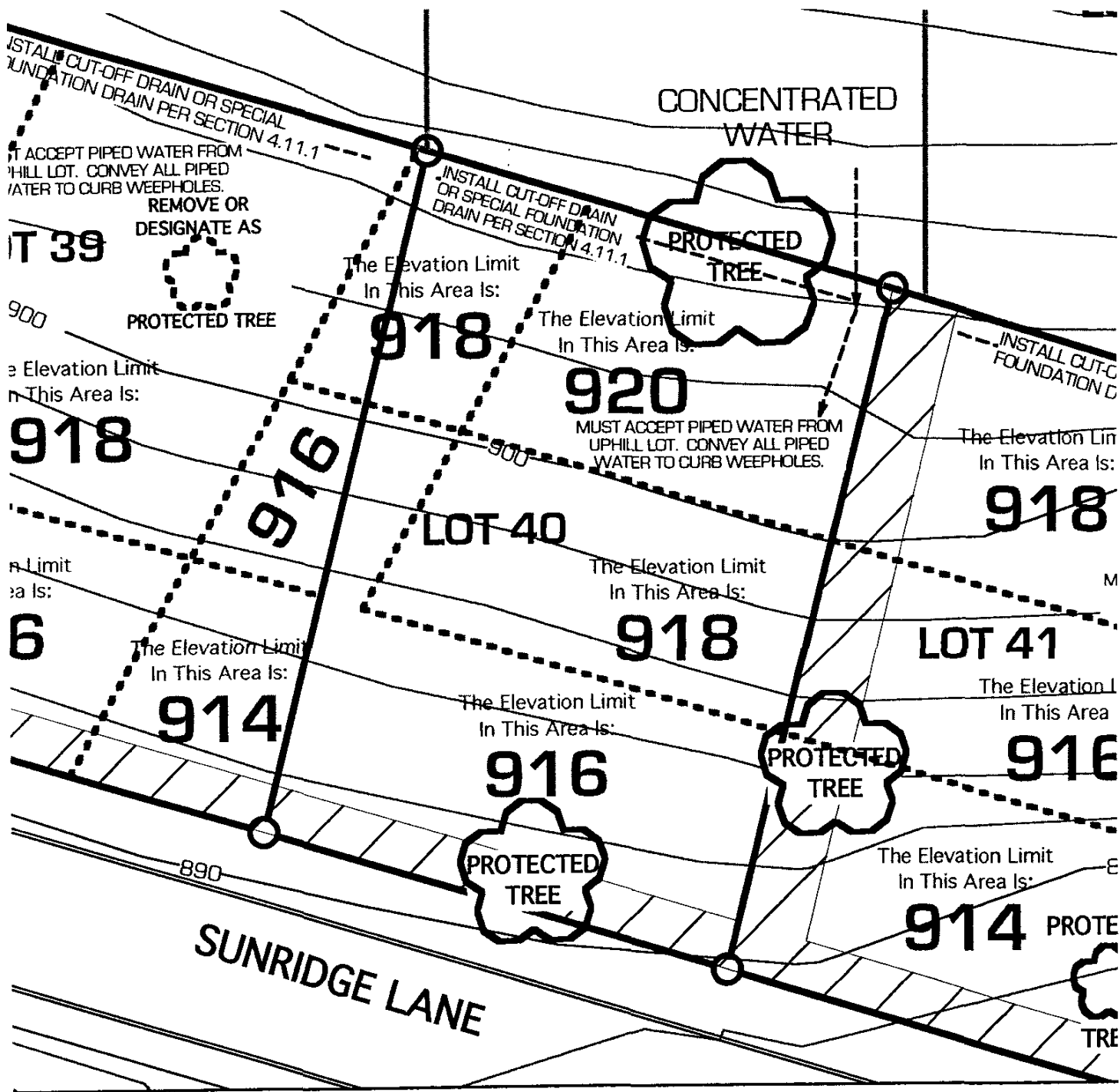


**INDIVIDUAL LOT MAP
SUNRIDGE SUBDIVISION
LOT 39**

SCALE: 1" = 20'

VERIFY ALL CONTOUR LOCATIONS.
ACCURACY IS NOT GUARANTEED.

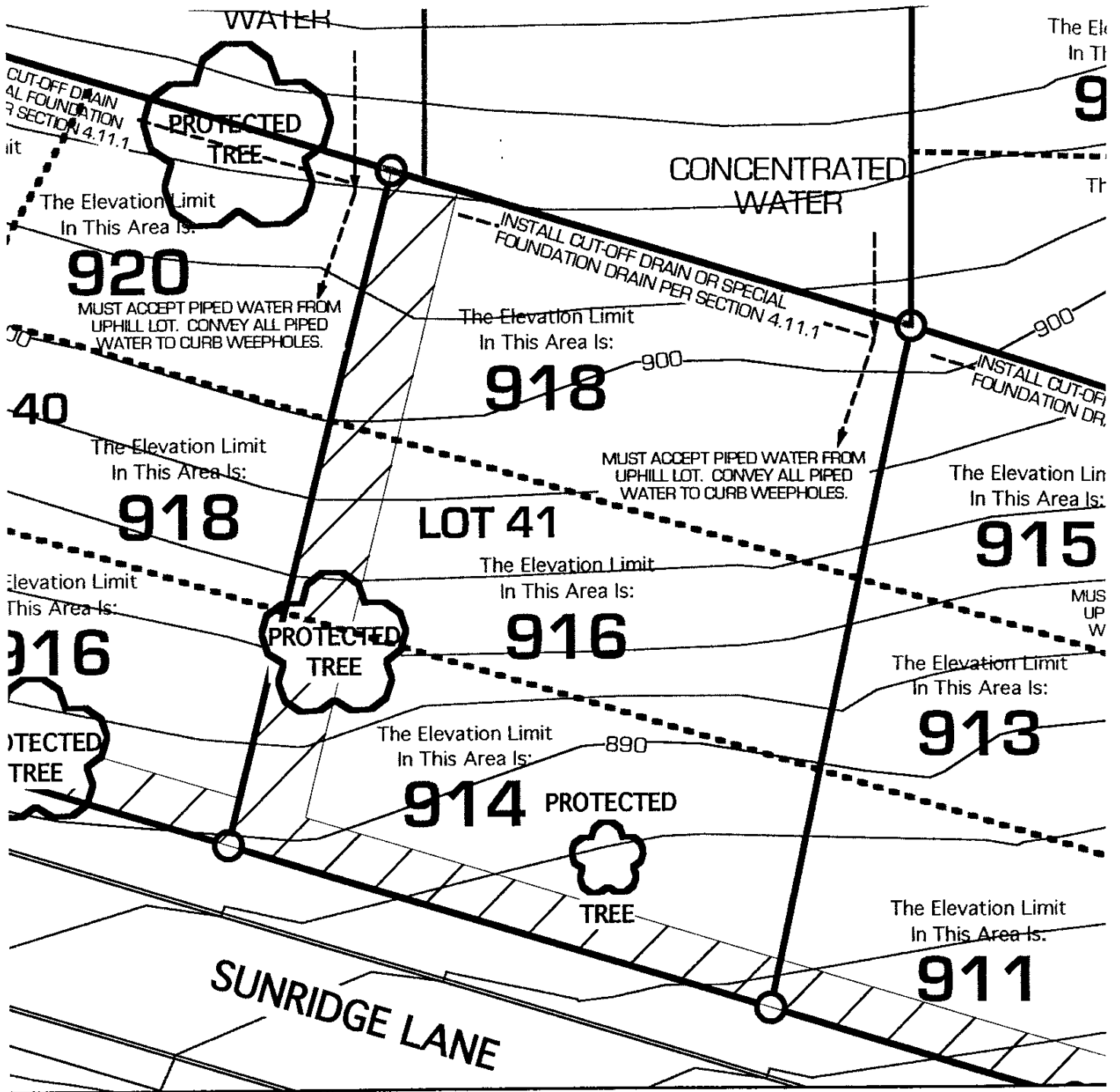




**INDIVIDUAL LOT MAP
SUNRIDGE SUBDIVISION
LOT 40**

SCALE: 1" = 20'
VERIFY ALL CONTOUR LOCATIONS.
ACCURACY IS NOT GUARANTEED.

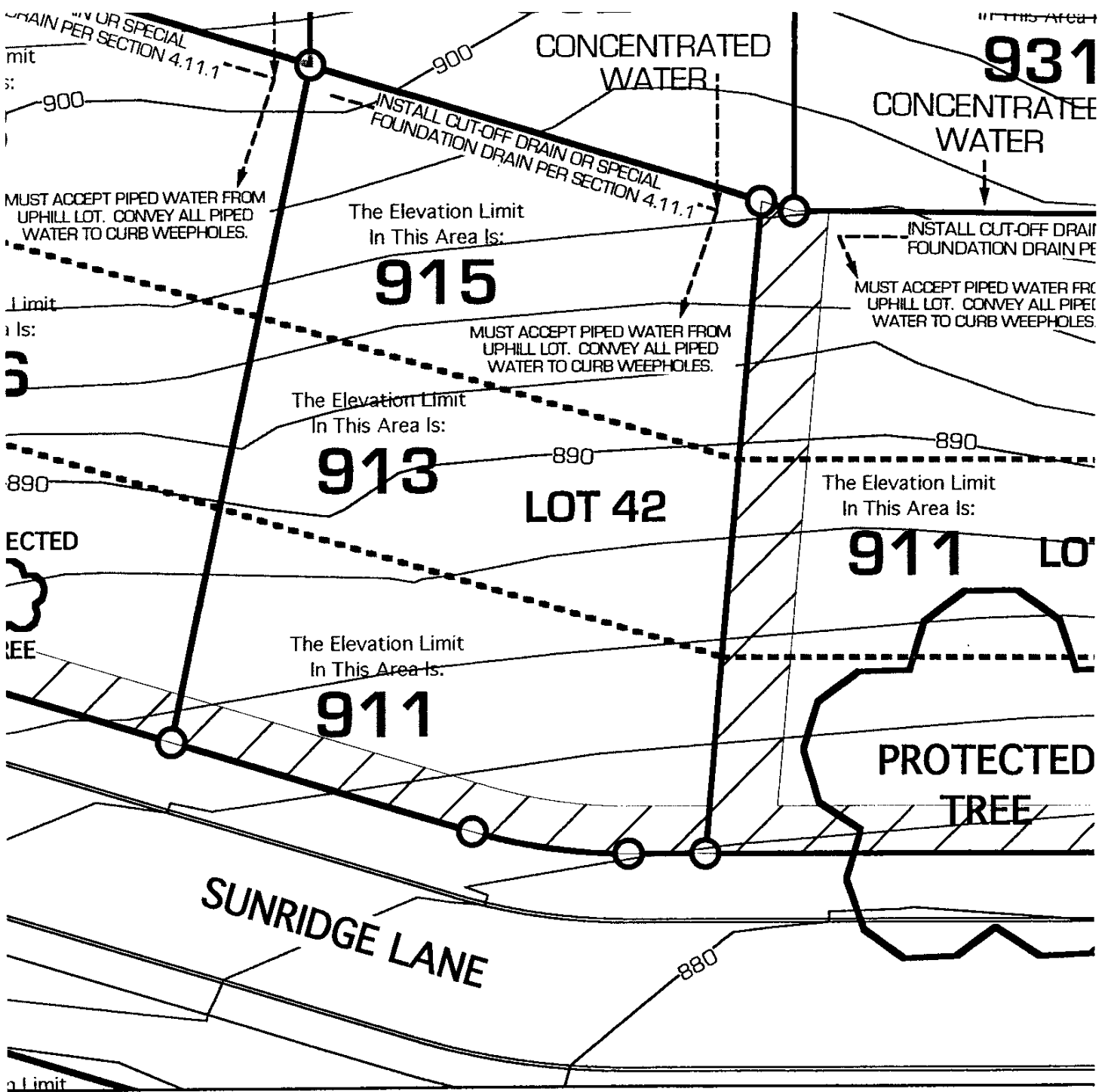




**INDIVIDUAL LOT MAP
SUNRIDGE SUBDIVISION
LOT 41**

SCALE: 1" = 20'
 VERIFY ALL CONTOUR LOCATIONS.
 ACCURACY IS NOT GUARANTEED.

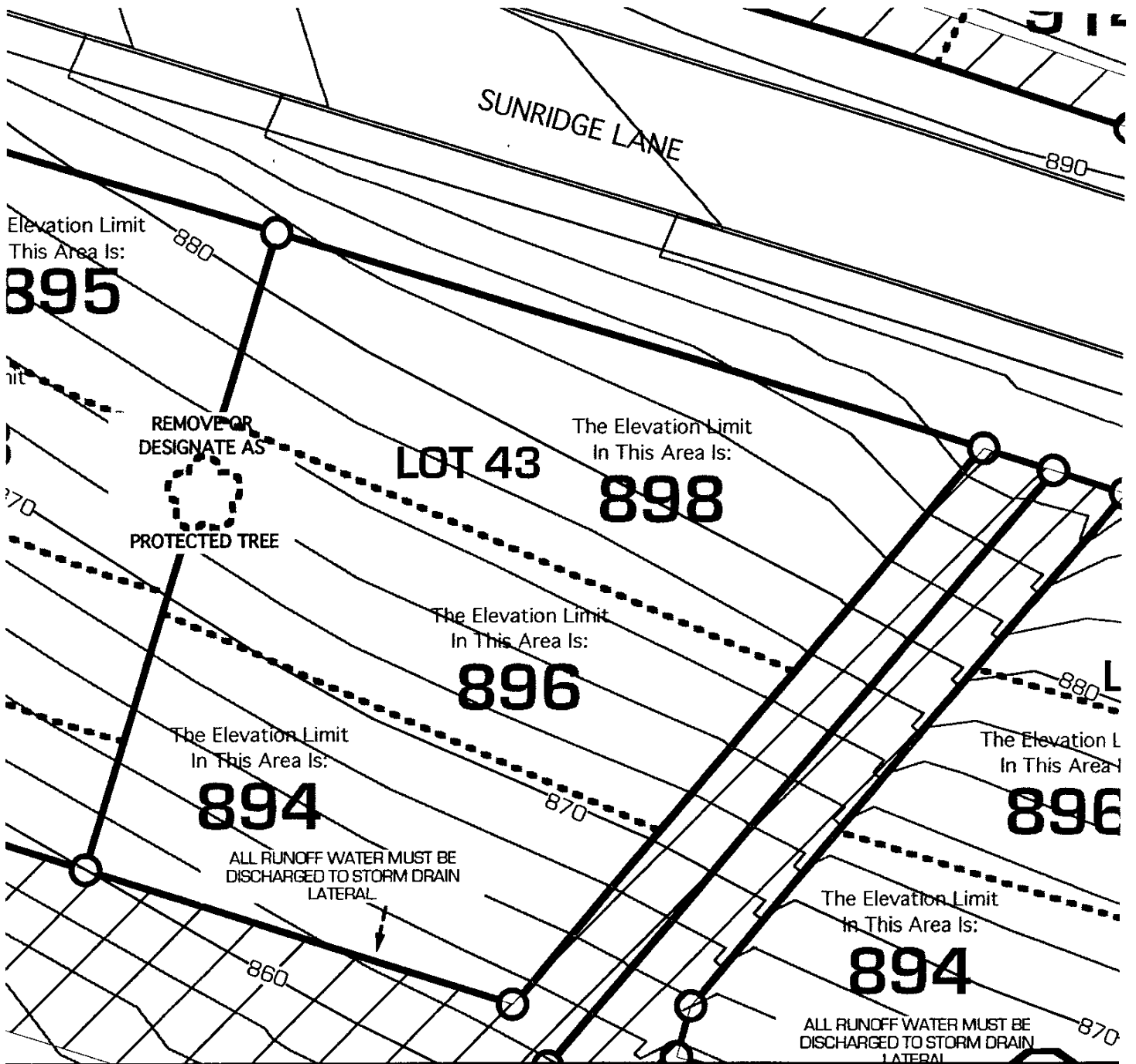




**INDIVIDUAL LOT MAP
SUNRIDGE SUBDIVISION
LOT 42**

SCALE: 1" = 20'
 VERIFY ALL CONTOUR LOCATIONS.
 ACCURACY IS NOT GUARANTEED.



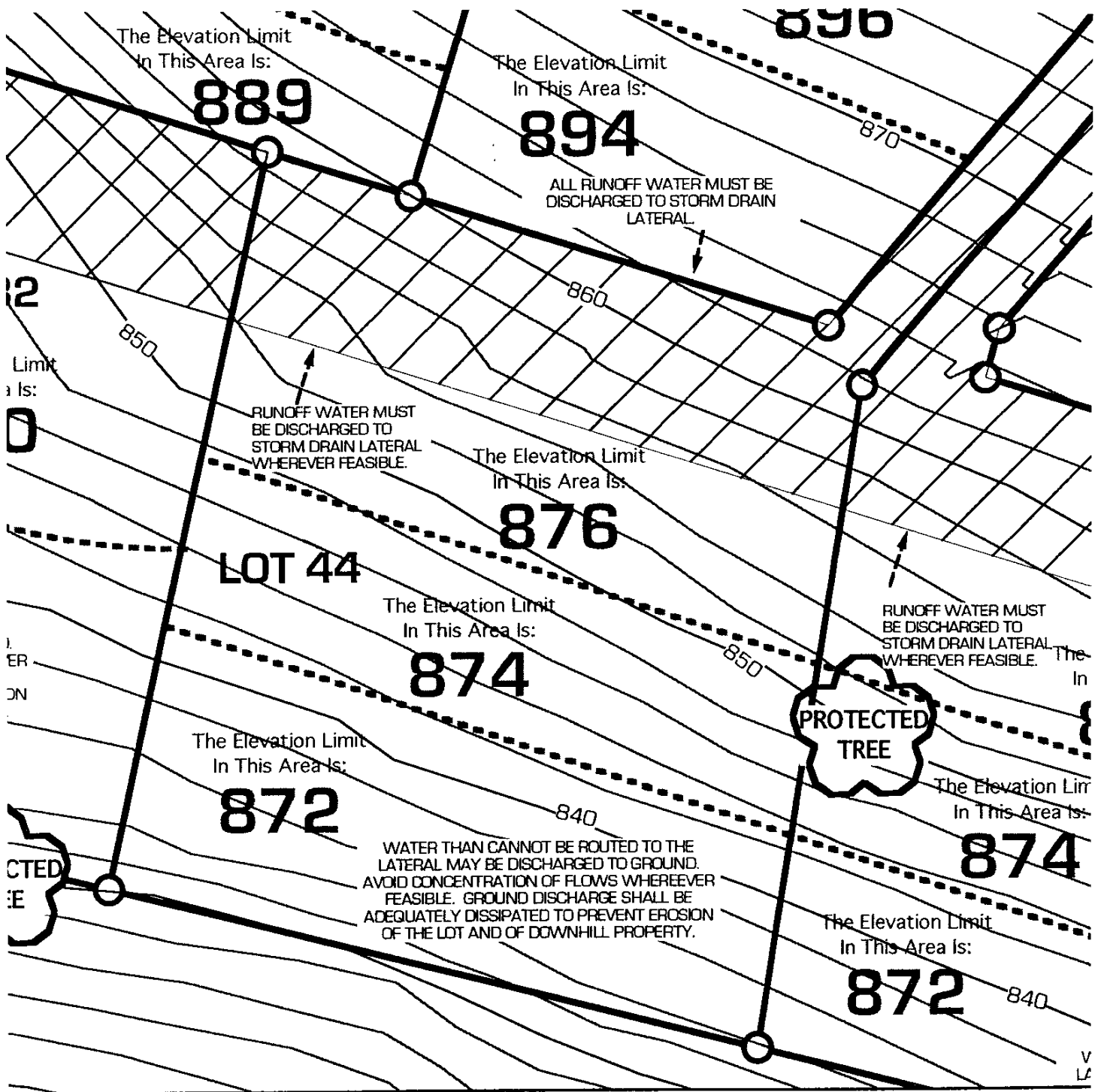


**INDIVIDUAL LOT MAP
SUNRIDGE SUBDIVISION
LOT 43**

SCALE: 1" = 20'

**VERIFY ALL CONTOUR LOCATIONS.
ACCURACY IS NOT GUARANTEED.**





**INDIVIDUAL LOT MAP
SUNRIDGE SUBDIVISION
LOT 44**

SCALE: 1" = 20'

**VERIFY ALL CONTOUR LOCATIONS.
ACCURACY IS NOT GUARANTEED.**



SUNRIDGE LANE

The Elevation Limit
In This Area Is:
898

The Elevation Limit
In This Area Is:
898

LOT 45

The Elevation Limit
In This Area Is:
896

LOT

The Elevation Limit
In This Area Is:
894

The Elevation Limit
In This Area Is:
895

ALL RUNOFF WATER MUST BE
DISCHARGED TO STORM DRAIN
LATERAL.

The Elevation Limit
In This Area Is:
893

PROTECTED
TREE

PROTECTED
TREE

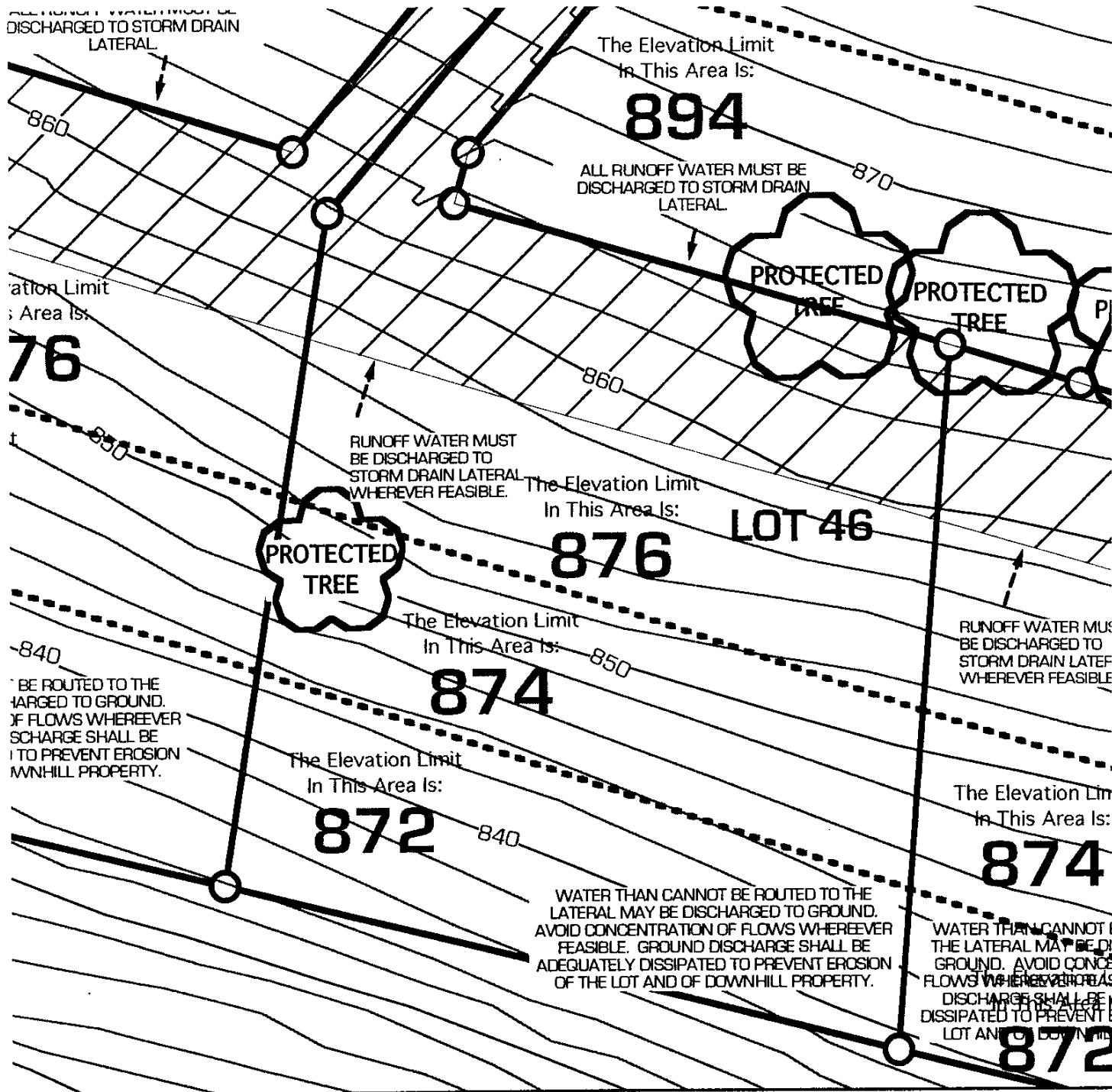
PROTECTED
TREE

ALL RUNOFF WATER
MUST BE DISCHARGED
TO STORM DRAIN
LATERAL.

INDIVIDUAL LOT MAP SUNRIDGE SUBDIVISION LOT 45

SCALE: 1" = 20'
VERIFY ALL CONTOUR LOCATIONS.
ACCURACY IS NOT GUARANTEED.

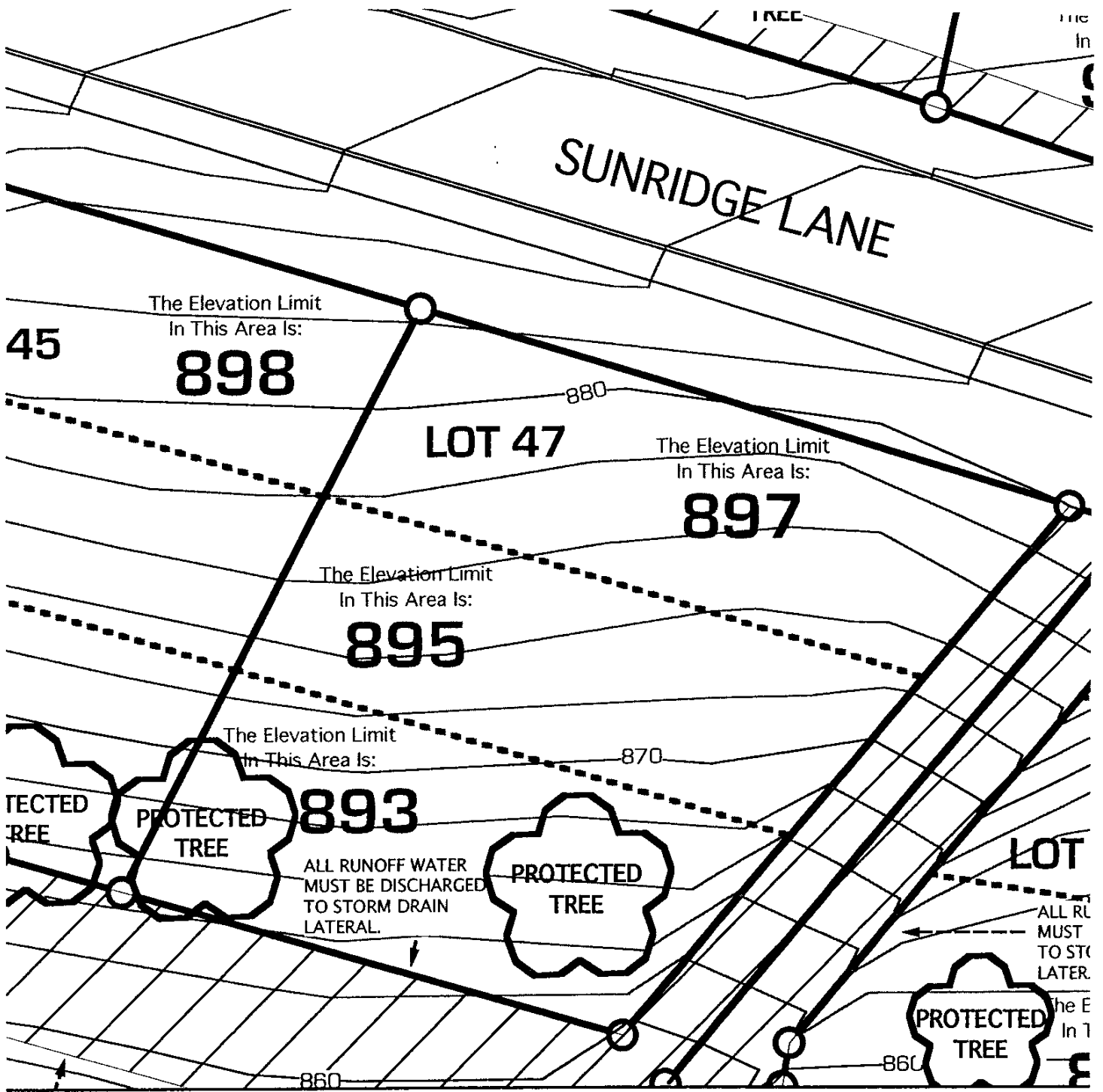




INDIVIDUAL LOT MAP
SUNRIDGE SUBDIVISION
LOT 46

SCALE: 1" = 20'
 VERIFY ALL CONTOUR LOCATIONS.
 ACCURACY IS NOT GUARANTEED.

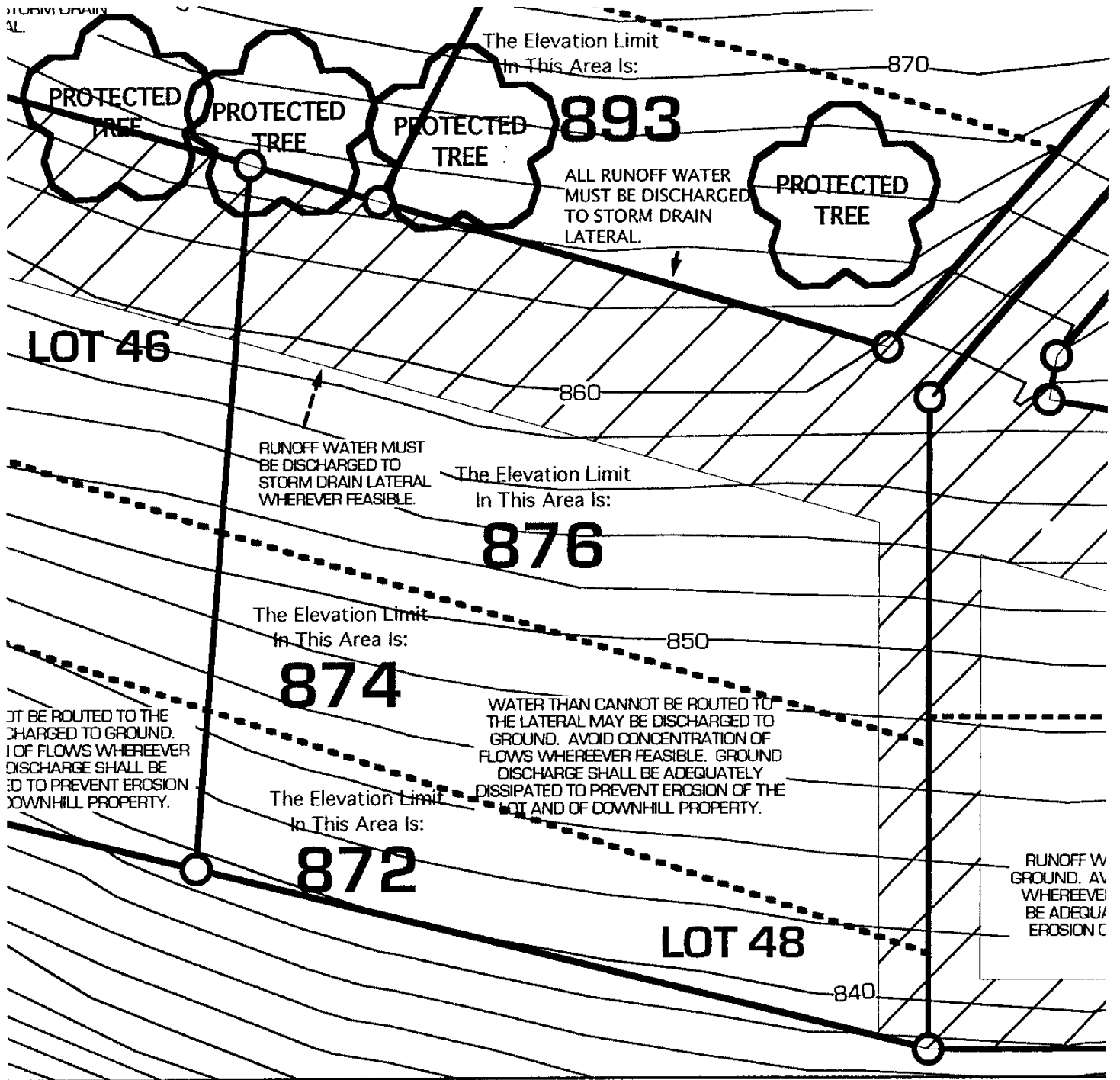




**INDIVIDUAL LOT MAP
SUNRIDGE SUBDIVISION
LOT 47**

SCALE: 1" = 20'
 VERIFY ALL CONTOUR LOCATIONS.
 ACCURACY IS NOT GUARANTEED.

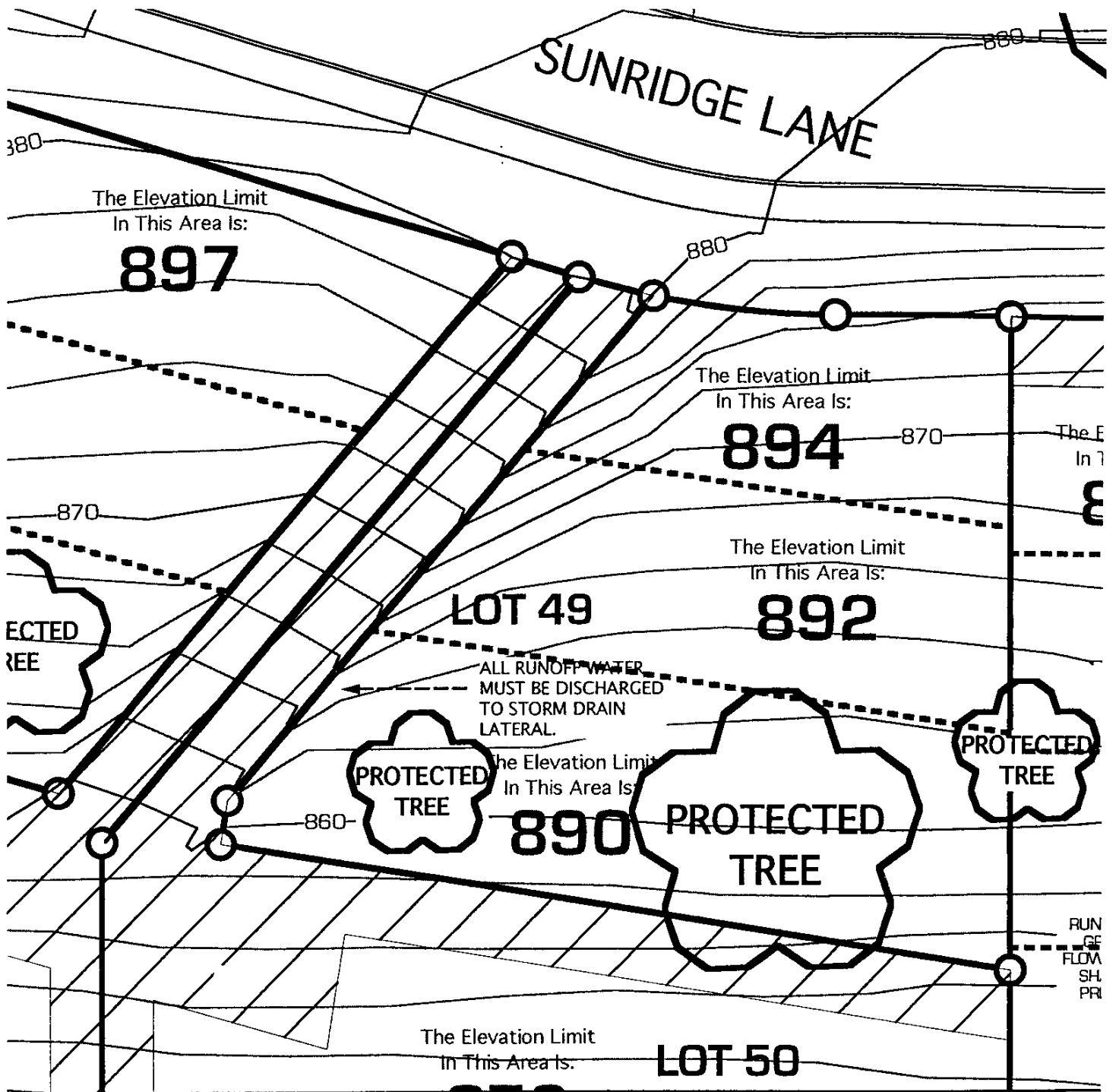




**INDIVIDUAL LOT MAP
SUNRIDGE SUBDIVISION
LOT 48**

SCALE: 1" = 20'
VERIFY ALL CONTOUR LOCATIONS.
ACCURACY IS NOT GUARANTEED.

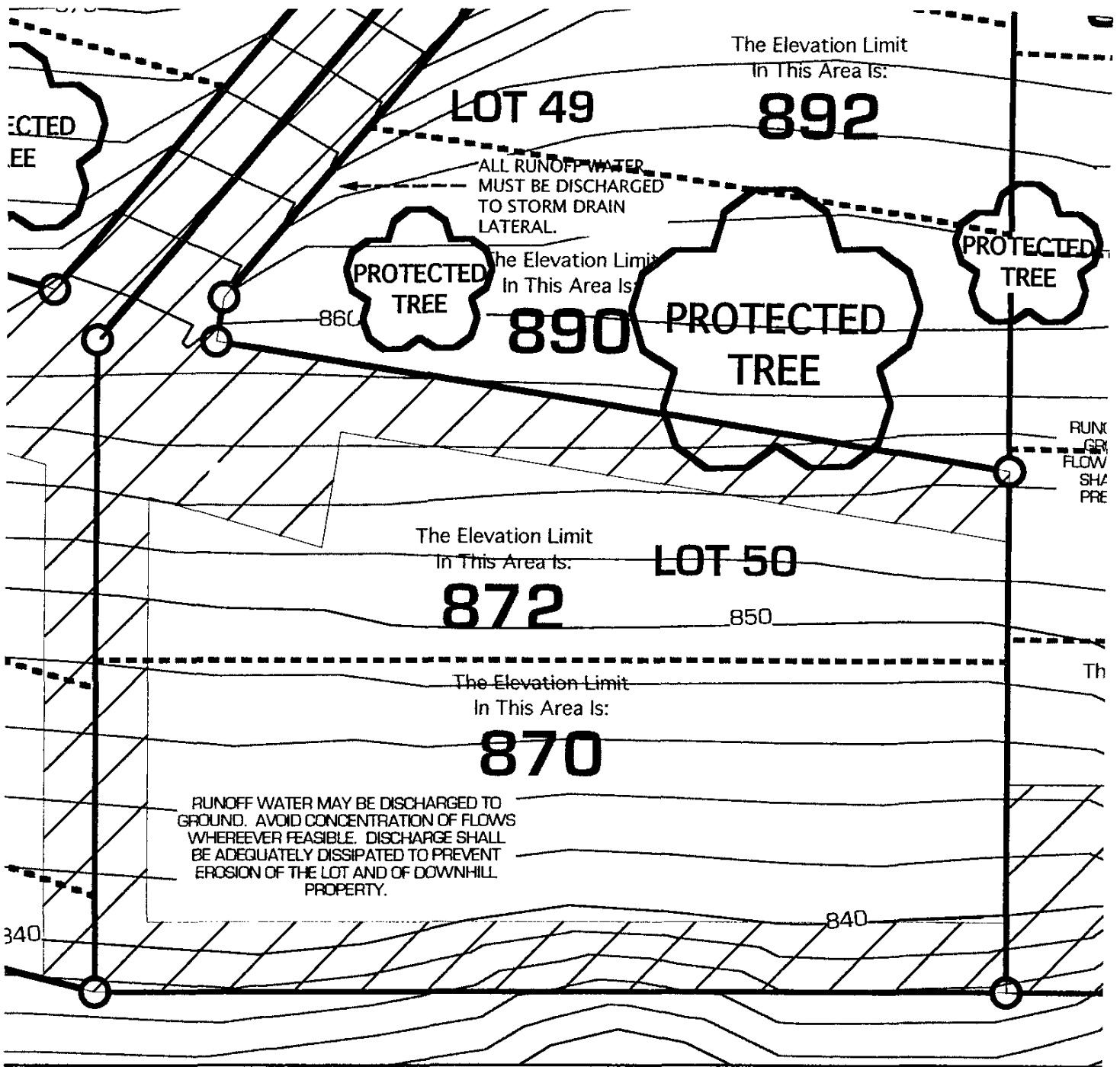




**INDIVIDUAL LOT MAP
SUNRIDGE SUBDIVISION
LOT 49**

SCALE: 1" = 20'
 VERIFY ALL CONTOUR LOCATIONS.
 ACCURACY IS NOT GUARANTEED.



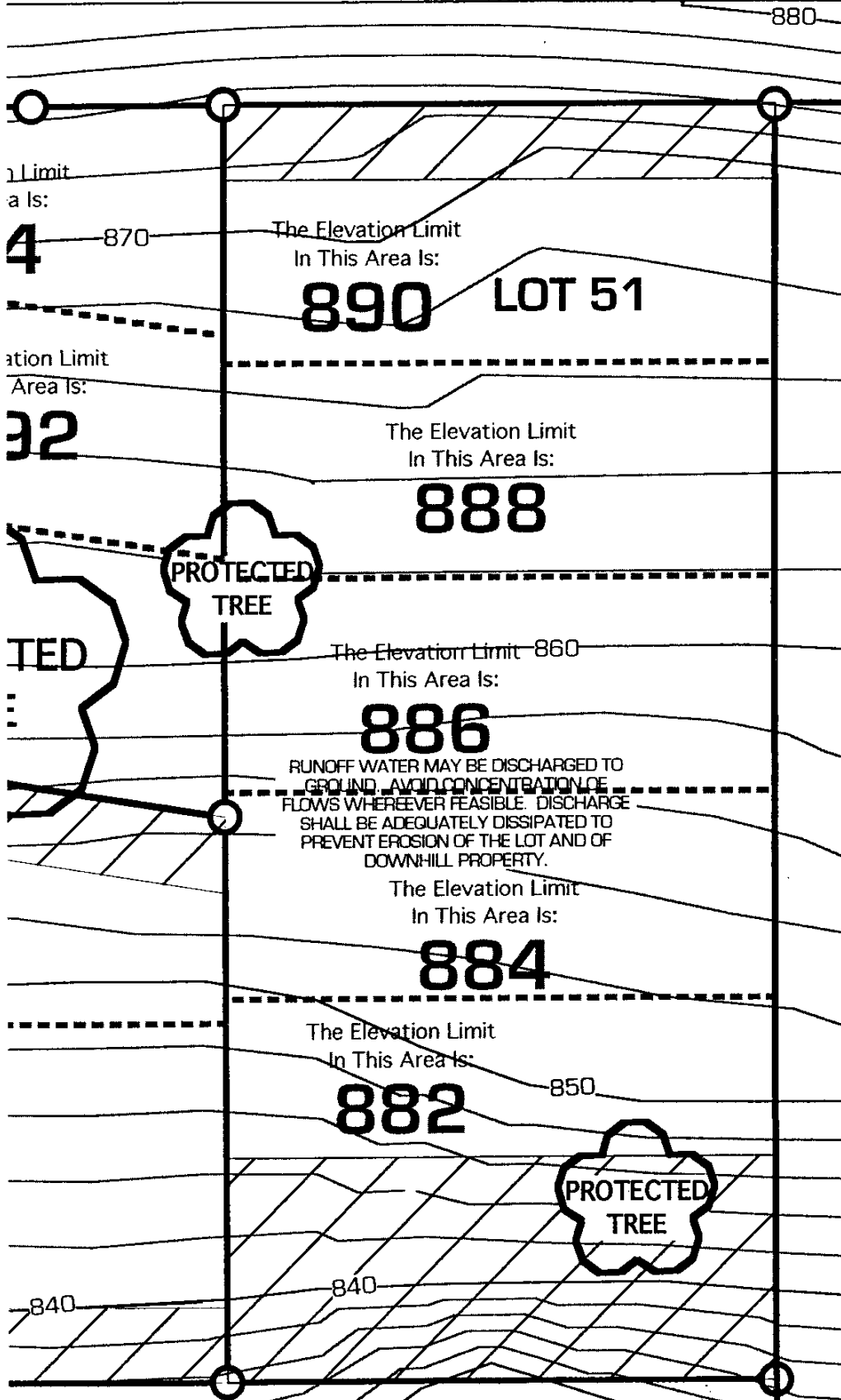


INDIVIDUAL LOT MAP
SUNRIDGE SUBDIVISION
LOT 50

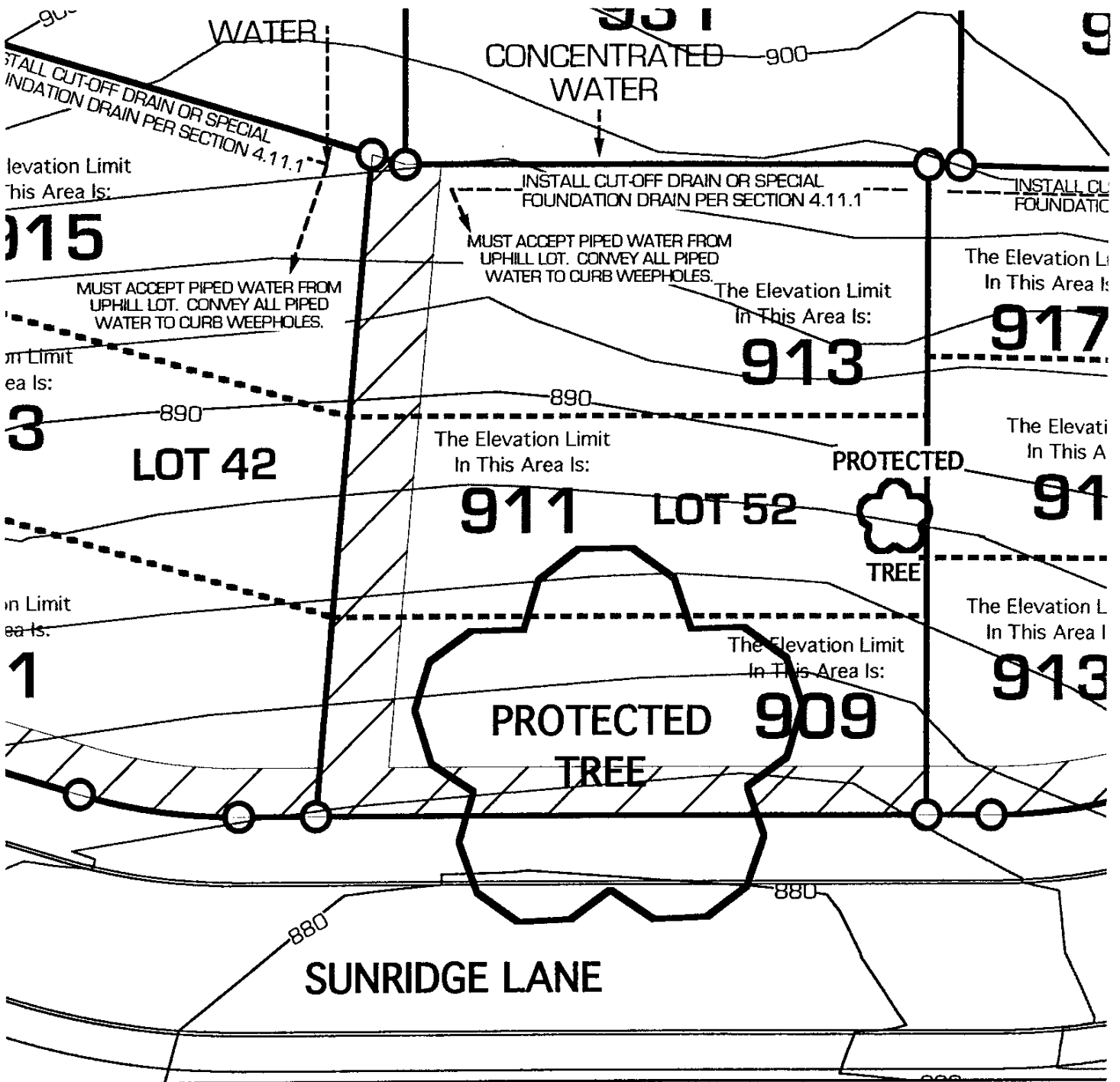
SCALE: 1" = 20'
 VERIFY ALL CONTOUR LOCATIONS.
 ACCURACY IS NOT GUARANTEED.



SUNRIDGE LANE



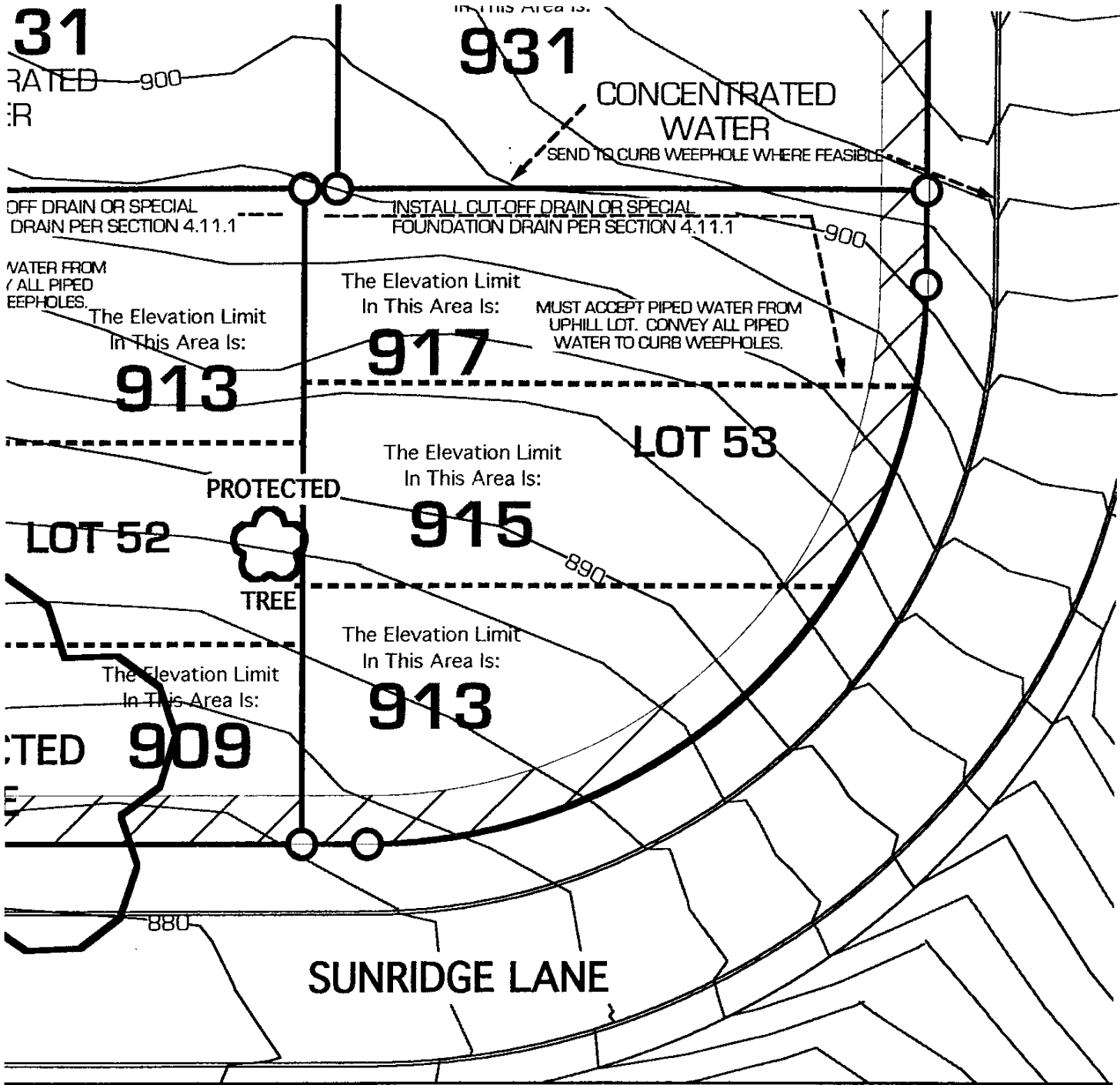
INDIVIDUAL
LOT MAP
SUNRIDGE
SUBDIVISION
LOT 51
SCALE: 1" = 20'
VERIFY ALL
CONTOUR
LOCATIONS.
ACCURACY
IS NOT
GUARANTEED.



**INDIVIDUAL LOT MAP
SUNRIDGE SUBDIVISION
LOT 52**

SCALE: 1" = 20'
 VERIFY ALL CONTOUR LOCATIONS.
 ACCURACY IS NOT GUARANTEED.

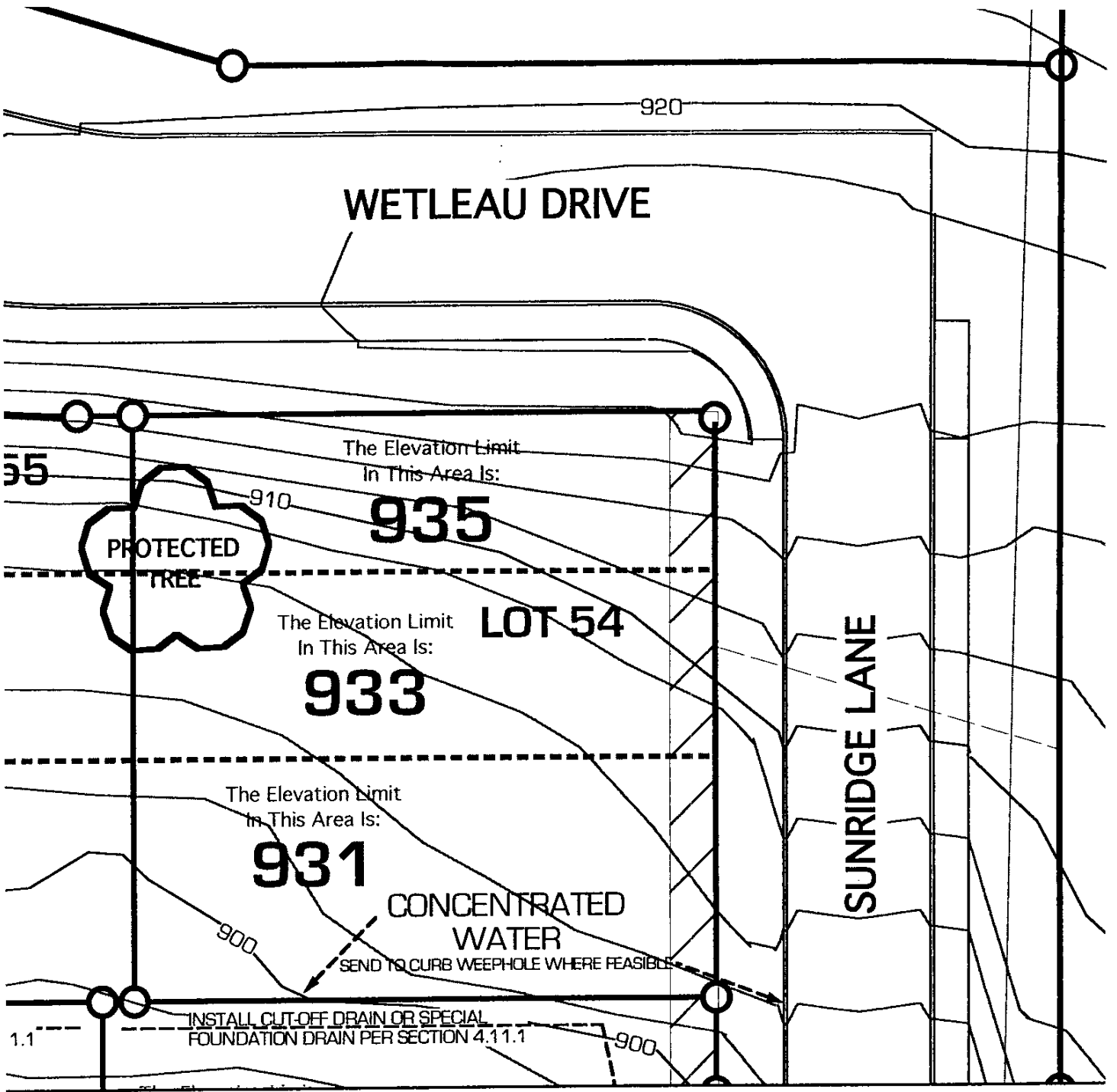




**INDIVIDUAL LOT MAP
SUNRIDGE SUBDIVISION
LOT 53**

SCALE: 1" = 20'
VERIFY ALL CONTOUR LOCATIONS.
ACCURACY IS NOT GUARANTEED.

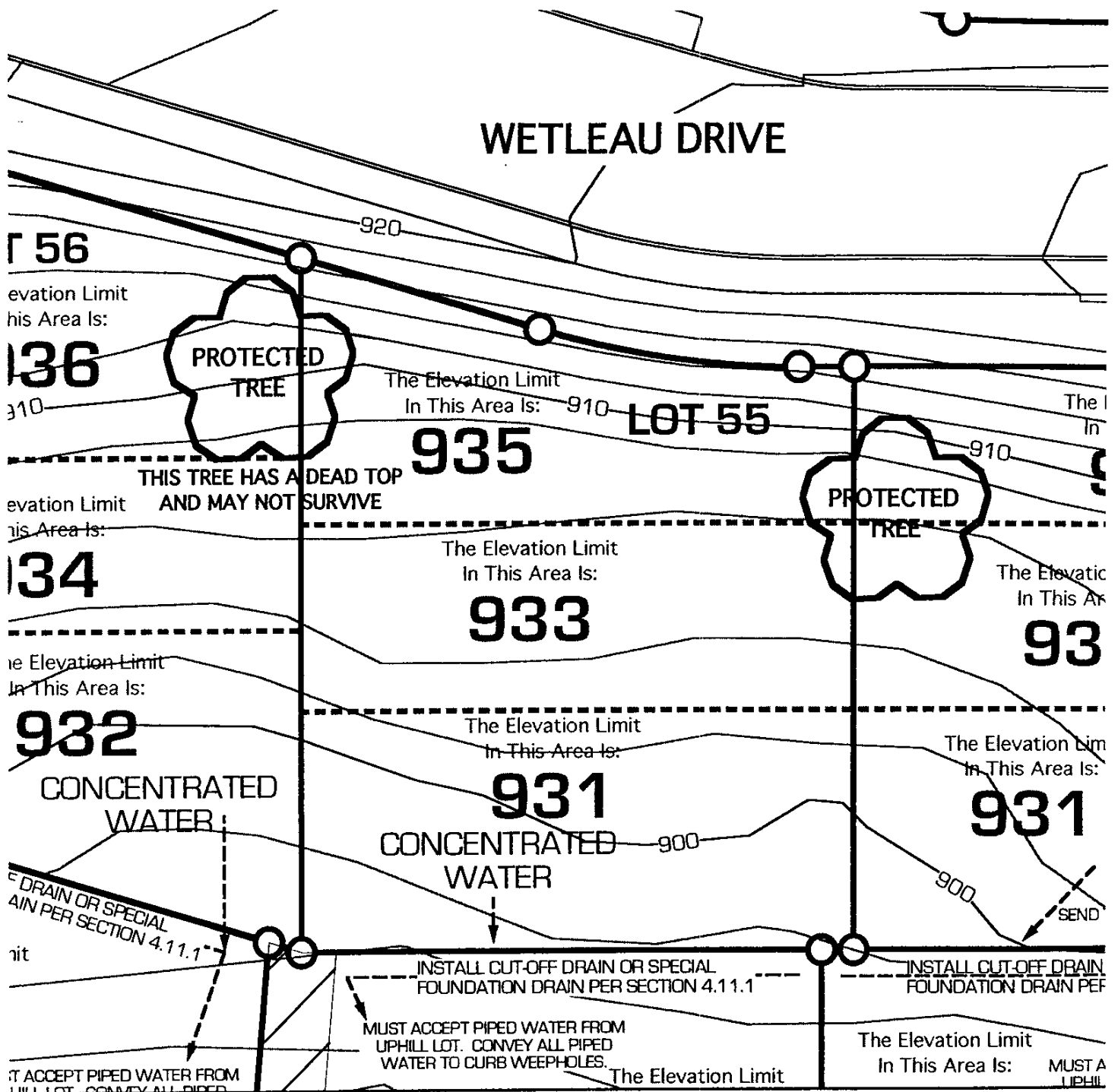




**INDIVIDUAL LOT MAP
SUNRIDGE SUBDIVISION
LOT 54**

SCALE: 1" = 20'
VERIFY ALL CONTOUR LOCATIONS.
ACCURACY IS NOT GUARANTEED.

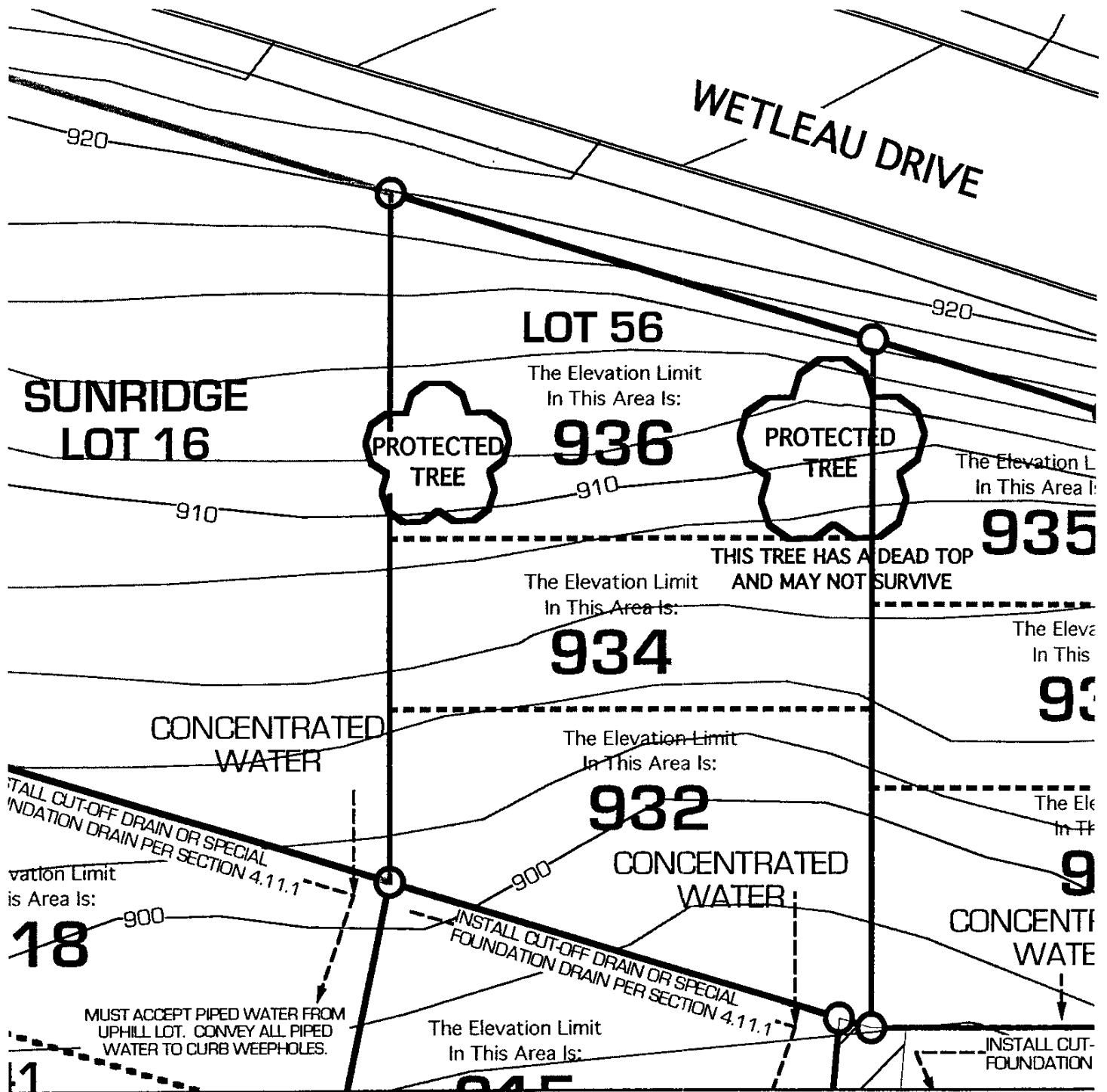




**INDIVIDUAL LOT MAP
SUNRIDGE SUBDIVISION
LOT 55**

SCALE: 1" = 20'
 VERIFY ALL CONTOUR LOCATIONS.
 ACCURACY IS NOT GUARANTEED.



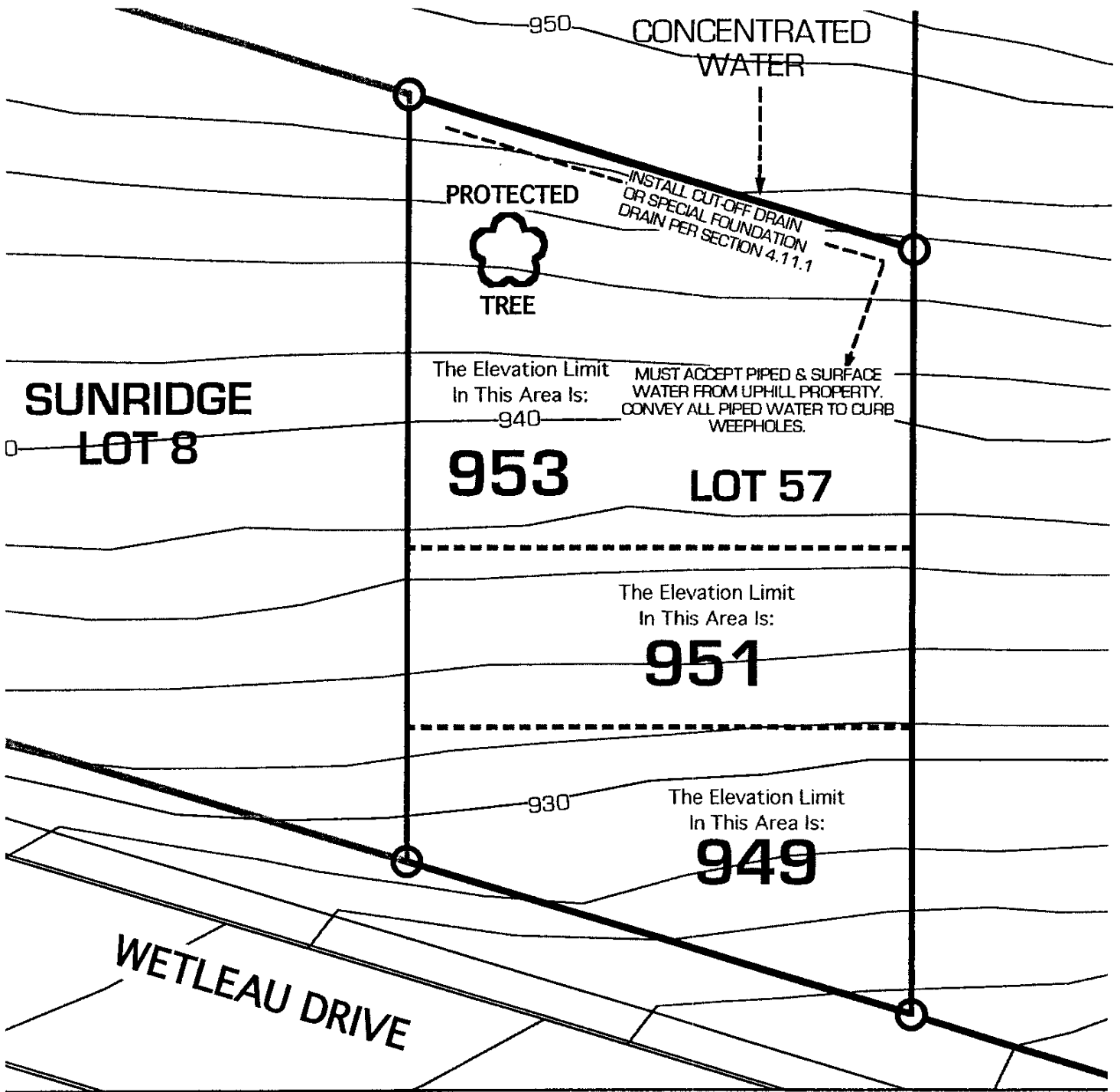


**INDIVIDUAL LOT MAP
SUNRIDGE SUBDIVISION
LOT 56**

SCALE: 1" = 20'

VERIFY ALL CONTOUR LOCATIONS.
ACCURACY IS NOT GUARANTEED.





**INDIVIDUAL LOT MAP
SUNRIDGE SUBDIVISION
LOT 57**

SCALE: 1" = 20'

VERIFY ALL CONTOUR LOCATIONS.
ACCURACY IS NOT GUARANTEED.



EXHIBIT A

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EQUITABLE SERVITUDES FOR SUNRIDGE SUBDIVISION

JANUARY 2005 AMENDED VERSION

This document is a compilation of the original Declaration recorded April 10, 2001, reception number 2001-020572 and the amendments recorded January 31, 2005, reception number 2005-007739. Individual Lot Maps are not included; see the original documents.

The Supplementary Declaration for Sunridge Second Addition recorded in July 2005 made the following changes to this document:

The third sentence of Section 3.1 shall be revised as follows: "For Sunridge Second Addition, within eighteen months (18 months) of the initial sale of any Lot by the Declarant, or within three (3) years of the date the first lot within Sunridge Second Addition is sold, whichever is later, the Owner of that Lot must secure a building permit for a new home meeting the requirements of this Declaration."

Section 2.6 shall be revised as follows: "2.6 'Elevation Limit' shall mean that certain number, expressed as a height above mean sea level, which is established for each Lot by the Individual Lot Maps, and which is used, in conjunction with the provisions of Section 5.2.1: Height Restriction, to establish the maximum permitted height of Improvements on that Lot. For Sunridge Second Addition, the Lot may have two or more Elevation Limits, each corresponding to a particular area of the Lot, as illustrated on the Individual Lot Map."

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EQUITABLE SERVITUDES FOR SUNRIDGE SUBDIVISION

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EQUITABLE SERVITUDES FOR SUNRIDGE SUBDIVISION

ARTICLE 1. PURPOSE AND DECLARATION

1.1 Sunridge Subdivision. Shade Tree, Inc., an Oregon corporation [hereafter "Declarant"], is the owner of certain real property, located in Lane County, Oregon, which is all that real property included within and described as the SUNRIDGE SUBDIVISION, as platted and recorded in the Lane County Oregon Plat Records on April 9, 2001, File Number 75, Slide Number 1091, Recording Number 2001-020173. Declarant has the unrestricted right to create, declare and impose the covenants, conditions, restrictions and equitable servitudes [hereafter "Restrictions"] hereinafter described upon said Sunridge Subdivision.

1.2 Future Development Property. Shade Tree, Inc., together with its shareholders Mia Nelson, Roy Nelson and Richard Johnson, are the owners of other real property in the vicinity of Sunridge Subdivision, more particularly described on the attached Exhibit A [hereafter "Future Development Property"], which may be developed and sold in the future, and which could be adversely affected by unattractive and undesirable development within Sunridge Subdivision.

1.3 Purpose. Declarant desires to impose certain Restrictions on Sunridge Subdivision, prior to the sale thereof, for the purpose of preserving the value, attractiveness, livability and desirability of both Sunridge Subdivision and the Future Development Property.

1.4 Declaration. By executing and recording this document [hereafter "Declaration"], Declarant hereby declares that all of Sunridge Subdivision shall be from this day forward be held, sold and conveyed subject to and restricted by all the Restrictions contained in this Declaration.

1.5 Binding Effect. This Declaration shall run with Sunridge Subdivision, and shall bind all parties having any right, title or interest in any part thereof, and their heirs, successors and assigns. This Declaration shall inure to the benefit of, and be enforceable by, the record owner or owners, including the Declarant, of any portion of the Sunridge Subdivision and the Future Development Property, their legal representatives, heirs, successors or assigns. The effect of this Declaration upon the Future Development Property shall be solely to confer the above-described right of enforcement, and shall not bind, restrict or burden the Future Development Property in any way, under any circumstances.

1.6 Term and Amendments. This Declaration shall run with and be binding on Sunridge Subdivision until such time as an instrument signed by the record owners of property which, taken together, comprises at least two-thirds (2/3), as measured in acres (and not as measured in number of Lots or parcels), of the sum total area of the Future Development Property and Sunridge Subdivision has been recorded, agreeing to amend this Declaration in whole or in part, or to terminate this Declaration outright.

ARTICLE 2. DEFINITIONS

2.1 "Arborist" shall mean an individual who is trained in the art and science of planting, caring for and maintaining individual trees, and who is a member of the International Society of

Arboriculture (ISA), the National Arborist Association (NAA), the American Society of Consulting Arborists (ASCA), or other comparable organization.

2.2 "Architectural Review Committee" or "ARC" shall mean the group established by the Declarant for the purpose of determining the acceptability of proposed Improvements, in accordance with Article 7: Architectural Review.

2.3 "Declarant" shall mean Shade Tree, Inc., an Oregon corporation, and any person or entity that is assigned the rights to act and function as the Declarant, which assignment must be executed in writing and duly recorded in the Lane County Real Property Records.

2.4 "Declaration" shall mean this document, and any attachments and exhibits thereto.

2.5 "Development Period" shall mean a time period beginning when the initial plat of Sunridge Subdivision, or any addition thereto, is recorded in the Lane County Plat Records and ending on the day that is three (3) years after the last Lot in such plat is sold by the Declarant. The three-year period is necessary to allow Declarant to exert control over the construction of the residential structures upon the Lots. The initial phase of Sunridge Subdivision, and each subsequent phase, shall have its own unique Development Period. Provisions of this Declaration that refer to the Development Period shall be construed in light of the particular Development Period pertaining to the Lot or Lots in question.

2.6 "Elevation Limit" shall mean that certain number, expressed as a height above mean sea level, which is established for each Lot by the Individual Lot Maps, and which is used, in conjunction with the provisions of Section 5.2.1: Height Restriction, to establish the maximum permitted height of Improvements on that Lot. For Sunridge First Addition, the Lot may have two or more Elevation Limits, each corresponding to a particular area of the Lot, as illustrated on the Individual Lot Map.

2.7 "Future Development Property" shall mean that certain real property described in Section 1.2: Future Development Property.

2.8 "Improvement" shall mean any building, structure, wall, fence, excavation, embankment, earthwork, piping, or any other man-made object or alteration, except for Landscaping, which is proposed for, or existing on, any part of any Lot.

2.9 "Individual Lot Maps" shall mean the detailed maps attached to this Declaration, and to supplementary declarations, which contain information pertaining to certain Restrictions, such as the location of Protected Trees, Elevation Limits, and required drainage structures.

2.10 "Landscaping" shall mean an arrangement of ornamental plants, such as lawns, trees, shrubs and flowers, deliberately placed and maintained so as to produce a desirable and attractive effect, and so as to eliminate weeds and other undesirable plants. "Landscaping" does not mean simply leaving an area to be occupied by whatever plants happen to grow there naturally. Most low-growing plants now on the Lots are non-native grasses, forbs and noxious weeds. On many Lots, almost all naturally-occurring plants may need to be removed, and replaced with other species, in order for an area to be considered as Landscaping.

2.11 "Lot" shall mean those particular parcels of land created by and included in the plat maps of Sunridge Subdivision, as recorded in the Lane County Plat Records. To the greatest extent permitted by the City of Lowell, it shall also mean the portion of the street right-of-way between the Lot boundary and the sidewalk or curb of the adjacent street.

2.12 "Owner" shall mean a record owner, whether one or more persons or entities, of a fee simple interest in any Lot within Sunridge Subdivision, including contract purchasers, but excluding those having such interest merely as a security for performance of an obligation, also excluding contract sellers.

2.13 "Pesticide" shall mean any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any unwanted or undesirable animal, mold, fungi, or plant.

2.14 "Protected Tree" shall mean any tree either specifically identified on the Individual Lot Maps recorded as part of this Declaration, or designated by the Declarant and an Owner in accordance with Section 8.1.

2.15 "Restriction" shall mean any and all requirements, conditions, covenants, restrictions, equitable servitudes, regulations, and any other terms or provisions of this Declaration, which affect, burden, bind or limit the use of real property.

2.16 "Sunridge Subdivision" shall mean that certain real property described in the above Section 1.1: Sunridge Subdivision, and shall also include any subsequent additions thereto made pursuant to Article 10: Additions to Sunridge Subdivision.

2.17 "Synthetic" shall mean a substance that is formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring plant, animal, or mineral sources, except that such term shall not apply to substances created by naturally occurring biological processes.

2.18 "Temporary Exemption" shall mean a temporary relaxation of a Restriction affecting one or more Lots, granted pursuant to Section 8.3: Temporary Exemptions for Declarant and Section 8.4: Temporary Exemptions for Others.

2.19 "Variance" shall mean a permanent removal or modification of a Restriction affecting one or more Lots, granted pursuant to Section 8.1: Variances During the Development Period, and Section 8.2: Variances After the Development Period.

ARTICLE 3. GENERAL CONSTRUCTION RESTRICTIONS

3.1 Construction Timetables. Vacant Lots must be mowed and maintained prior to construction, to present a neat appearance and to reduce the risk of fire. Grass height shall be kept under eight inches (8") at all times. Within eighteen months (18 months) of the initial sale of any Lot by the Declarant, the Owner of that Lot must secure a building permit for a new home meeting the requirements of this Declaration. The exterior of any construction, addition or alteration must be completed within one (1) year of issuance of the building permit, so as to present a finished appearance when viewed from any angle. Landscaping between the street and the front wall most distant from the street must be completed within one (1) year of the initial occupancy of the dwelling, but not to exceed three (3) years from issuance of the building permit. Landscaping on the remainder of the Lot must be completed within two (2) years of the initial occupancy of the dwelling, but not to exceed four (4) years from issuance of the building permit.

3.2 Required Contractor's Registration. Construction of the residential structure and all underground utilities shall be done by a general contractor registered with the Oregon Construction Contractors Board. Provided, however, that the general contractor may allow subcontractors or the Owner to do some or all of the work, and the above requirements shall not apply to those parties, so long as the general contractor remains legally responsible and liable for their activities.

On all Lots other than the initial phase of Sunridge Subdivision (Lots 1-16) only those general contractors approved in writing by the Declarant may work on the Lots during the Development Period. The Owner must obtain such approval prior to beginning construction on a Lot. Declarant's approval of a given general contractor for one Lot shall not constitute approval for any other Lot; a separate approval must be obtained for each and every Lot. Declarant shall have the right, in its absolute and sole discretion, to deny approval to any general contractor, Declarant's approval of that contractor for an earlier project notwithstanding.

3.3 Protection of City Facilities. Every Owner is responsible for ensuring that persons working on behalf of said Owner within the City of Lowell's rights-of-way are informed of the need to locate and protect public facilities, including water, sanitary and storm sewer, electric, telephone and television lines, streets, curbs and sidewalks, and shall ensure that any damage such persons may cause is promptly repaired to the full satisfaction of the Declarant and the City of Lowell, at said Owner's sole expense.

3.4 Storage and Cleanup During Construction. During construction, the Owner shall ensure that the Lot and all adjacent streets and sidewalks are kept in a neat and clean condition, and shall not allow any dangerous conditions left unattended. Mud, dirt, gravel and other debris shall be promptly removed from streets and sidewalks. All materials, dump boxes, equipment, trailers and construction facilities shall be kept off the streets during construction, except during normal working hours, to allow efficient cleaning and maintenance.

3.5 Concrete Washout. During construction, the Owner shall ensure that concrete trucks use the washout area designated by the Declarant.

3.6 Underground Utilities. All utilities serving each Lot shall be maintained underground or in conduits attached to a building. No overhead utilities are permitted, except temporary electrical service during construction of the residential structure.

3.7 Erosion Control. Bare soil shall not be left exposed for more than ten (10) days from October 15 through June 15. Dirt stockpiles shall be covered with plastic or other waterproof material secured to the ground by stakes or weights. Exposed ground shall be mulched with at least two inches (2") of straw, hay, bark, sawdust, compost or other appropriate material. Runoff water must be controlled so that soil or other materials are not washed off the Lot, and so that damage to adjacent Lots and/or city facilities does not occur.

3.8 Falling Object Control. Owners are cautioned that rocks, logs and other debris encountered during construction activities could be dislodged and roll off the Lot, endangering persons and property below. Owners shall at all times be responsible for controlling the motion of all objects on the Lot. Owners shall ensure that protective measures, including, but not limited to, conscientious control of all materials during excavation, fences and berms to stop dislodged materials, and tethering of felled trees, shall be utilized whenever required to mitigate the hazards of falling objects. During construction, the Owner shall also ensure that all persons at work on the Lot are aware of the risk of falling objects and the need for protective measures, and shall be fully responsible for any failure on the part of said persons to control falling objects.

ARTICLE 4. ENVIRONMENTAL RESTRICTIONS

4.1 Minimum Dwelling Size. This Declaration does not require a minimum dwelling size, and the ARC may not require that a proposed dwelling be made larger as a condition of approval under Section 7: Architectural Review. Owners are encouraged to build the smallest residence that will suit their needs, and to spend the savings on improvements to quality. Large homes require more natural and human resources, money and time to build, maintain, heat, cool and clean. Large

homes also take up more ground area, reducing the outdoor quality of life for the residents, and increasing the area that is impervious to rainwater.

4.2 Natural Heating and Cooling Encouraged. Solar-friendly design of residences is encouraged. Heating costs may be substantially reduced when homes are designed to capture wintertime sun. Sunridge Subdivision has southern exposure and experiences fewer foggy days than the Eugene-Springfield area. Owners are encouraged to make use of these qualities. Air conditioners use large amounts of electricity and so are discouraged, but not prohibited. The prevailing southwesterly summertime winds can provide natural cooling for homes that are designed with the winds in mind.

4.3 Storm Drain Dumping. Dumping or discharge into the public storm drain system or any open waterway of oil, gasoline, fuel, grease, paint, antifreeze, soap, cleaners, or any other chemical is expressly prohibited. Owners are responsible and liable for the behavior of persons working on the Lot, such as upholstery cleaners and painters, and shall ensure that such persons dispose of all substances used or produced on the Lot in accordance with this section.

4.4 Clotheslines. Clotheslines are allowed and encouraged in order to conserve electricity. Clothesline use shall not be deemed a nuisance under this Declaration, so long as clotheslines are located in the rear half of the Lot, and so long as the laundry is promptly removed after it is dry, and the clothesline retracted into a case, wound on a spool or otherwise removed from view.

4.5 Outdoor Use of Certain Pesticides. Many common Synthetic home, lawn and garden Pesticides have been proven to cause cancer, birth defects, infertility, miscarriage, immune disorders and nerve and organ damage. Outdoor use of these Pesticides by an Owner could expose neighboring Owners and their families to toxic chemicals without their knowledge or consent, as the chemicals often drift several hundred feet, even when used according to directions on the label. These Pesticides could also leave the property in runoff water and enter Dexter Lake, the source of the City of Lowell's drinking water. Synthetic Pesticides cause significant environmental damage, and have been implicated in the decline of salmon runs and other aquatic species. Consequently, the outdoor use of Synthetic Pesticides is prohibited. In addition, Pesticides containing arsenic, cadmium, mercury, chromium or lead are prohibited, even if said Pesticides are not Synthetic. Notwithstanding the foregoing, the following Synthetic Pesticides are allowed:

4.5.1 Ethanol and isopropanol.

4.5.2 Calcium hypochlorite, chlorine dioxide and sodium hypochlorite.

4.5.3 Hydrogen peroxide.

4.5.4 Potassium bicarbonate.

4.5.5 Ammonium carbonate.

4.5.6 Boric acid.

4.5.7 Hydrated lime, elemental sulfur, lime sulfur, calcium polysulfide and sulfur dioxide.

4.5.8 Fixed copper, copper hydroxide, copper oxide, copper oxychloride and copper sulfate.

4.5.9 Sulfates, carbonates, oxides or silicates of zinc, copper, iron, manganese, molybdenum, selenium and cobalt.

4.5.10 Soap products.

4.5.11 Horticultural oils such as dormant, suffocating, and summer oils.

4.5.12 Sticky traps and pheromones.

4.5.13 Any substance approved for use in organic food production on the "National List", as that term is defined in 7 USC 6502(12), or its successor.

4.5.14 Glyphosate, or N-(phosphonomethyl)glycine, also known by the proprietary names "Roundup", "Rodeo" and "Accord".

4.6 Chemically Treated Wood in Perimeter Fences. Many common treated wood products contain heavy metals and other chemicals which are proven carcinogens, which can leach from the wood into the surrounding soil, and which can be ingested by children and pets. If one Owner uses wood treated with these chemicals for perimeter fencing, the adjoining Owners and their families will also be exposed to the chemicals. Acceptable substitutes for these toxic wood treatments exist, such as ammoniacal copper quaternary (ACQ), marketed as "Preserve" treated wood and manufactured by Chemical Specialties, Inc. Consequently, wood treated with any of the following chemicals may not be used within three (3) feet of any property line of any Lot:

4.6.1 Compounds containing lead, mercury, cadmium, chromium and/or arsenic, including, but not limited to: chromated copper arsenate (CCA), ammoniacal copper zinc arsenate (ACZA), chromated zinc chloride (CZC) and acid copper chromium (ACC).

4.6.2 Pentachlorophenol (Penta).

4.6.3 Creosote.

4.7 Full Cut-Off Lighting. Lighting which sends light upward into the sky and/or outwards onto neighboring properties can be an ineffective, wasteful manner of lighting, and a serious annoyance to the occupants of said properties. Consequently, all indoor and outdoor lighting fixtures rated at two (2) watts of power or more must prevent upward distribution of light into the sky, and also upward, horizontal and/or downward light trespass onto surrounding property. Lighting fixtures shall be directed and/or shielded so as to confine the light to the target area, and within the boundaries of the Lot. In addition, the lamp or bulb attached to the fixture must not be visible beyond the boundaries of the Lot. Outdoor lights with translucent or "frosted" sides that glow with light, mercury vapor lamps, searchlights, and continuously flashing lights are expressly prohibited. Provided, however, that temporary decorative holiday lighting which does not meet the foregoing requirements is allowed, so long as the lamps use ten (10) watts of power or less. Further provided, that prior to 11:30 p.m., lights not meeting the above standard may be used to illuminate outdoor activities in which one or more people are actually present outside the home.

4.8 Landscaping. Landscaping shall be established and continuously maintained on every part of every Lot, including the area that lies within the city right-of-way. All Landscaping must comply with the requirements of Section 5.2: Height Restriction. At all times, the Landscaping shall appear well groomed and deliberate, and shall be kept free of weeds and invasive plants.

4.8.1 Owners are not required to irrigate lawns, as grasses are naturally dormant during hot summer months. Outdoor watering, especially of lawns, is the predominant use of potable water in urban areas. There is a growing need, both locally and nationally, to find

ways to conserve potable water for more important purposes. Consequently, this Declaration shall not be construed to require irrigation-dependant Landscaping. Water conservation techniques that utilize principles such as limited use of lawn areas, drought tolerant and/or native plants, reduced pruning and mowing, and generous use of mulch are encouraged.

4.8.2 Bare soil shall not be left exposed for more than ten (10) days from October 15 through June 15. If permanent Landscaping has not been established by October 25, then the area shall be seeded with grass or other ground cover, and mulched with at least two inches (2") of straw, hay, bark, compost or other appropriate material.

4.8.3 While mulching is encouraged, mulch is not a substitute for required Landscaping. Mulch may be used only as a finishing treatment to planted areas, and may cover no more than 50% of any given one hundred square foot area. Mulch under the drip line of a tree or shrub shall not be counted as mulched area. Provided, however, that mulch may cover more than 50% of such an area during the first five (5) years after the area is planted, if the plantings are of a density and species type that can be reasonably expected to cover at least 50% of the area with foliage within five (5) years.

4.8.4 Use of invasive plant species invariably leads to their subsequent escape onto neighboring private property and public sites. Control measures are costly and often involve extensive herbicide use. Therefore, none of the following plants, nor any other plant identified in the future as highly or moderately invasive in the Southern Willamette Valley by the Native Plant Society of Oregon shall be planted or allowed to remain:

Arum italicum (arum)
Acer platanoides (Norway maple)
Aesculus hippocastanum (horse chestnut)
Ailanthus altissima (tree-of-heaven)
Alliaria petiolata (garlic mustard)
Anchusa azurea (anchusa, common bugloss)
Brachypodium sylvaticum (false-brome)
Buddleia davidii (butterfly bush)
Clematis vitalba (traveler's-joy)
Corylus avellana (European hazel, filbert)
Cotoneaster spp. (cotoneasters)
Crataegus monogyna (English hawthorn)
Cytisus scoparius (Scot's broom)
Daphne laureola (spurge laurel)
Digitalis purpurea (foxglove)
Genista monspessulana (broom)
Geranium lucidum, robertianum (shining crane's-bill, herb Robert, stinky Bob)
Glechoma hederacea (ground ivy, creeping Charlie)
Hedera helix (English ivy)
Hypericum perforatum (St. John's wort)
Ilex aquifolium (English holly)
Impatiens glandulifera (policeman's helmet)
Inula helenium (alant, elecampane)
Iris pseudacorus (yellow flag iris)
Juniperus virginiana (eastern redcedar)
Leucanthemum vulgare (oxeye daisy)
Lamium galeobdolan (yellow archangel)
Lathyrus latifolius (sweet, perennial or everlasting pea)
Ligustrum vulgare (common privet)

Linaria genistifolia, dalmatica, vulgaris (dalmation toadflax, butter and eggs)
Lotus corniculatus (birdsfoot trefoil)
Lunaria annua (honesty, money plant)
Lythrum salicaria (purple loosestrife)
Lysimachia nummularia (moneywort)
Mentha pulegium (pennyroyal)
Melissa officinalis (lemon balm)
Myosotis scorpioides (common forget-me-not)
Myriophyllum spp. (parrot's feather, Eurasian milfoil)
Paulownia tomentosa (empress tree)
Phalaris aquatica, arundinacea (Harding grass, reed canarygrass)
Polygonum cuspidatum, cuspidatum x sachalinense (Japanese knotweed)
Prunus laurocerasus (English laurel)
Prunus lusitanica (Portugal laurel)
Prunus avium (sweet cherry)
Prunus cerasifera, domestica, spinosa (Thundercloud plum, domestic cherry, sloe)
Pueraria lobata, montana var. *lobata* (kudzu)
Pyracantha spp. (firethorn)
Ranunculus ficaria (lesser celandine)
Ranunculus repens (creeping buttercup)
Robinia pseudoacacia (black locust)
Rorippa nasturtium-aquaticum (watercress)
Rosa eglanteria (sweet-briar)
Rosa multiflora (multiflowered rose)
Rubus armeniacus (Armenian blackberry, Himalaya blackberry)
Rubus laciniatus (evergreen blackberry)
Securigera (Coronilla) varia (crown vetch)
Solanum dulcamara (bittersweet nightshade)
Sorbus aucuparia (European mountain-ash)
Umbellularia californica (California bay laurel, myrtlewood)
Ulex europaeus (gorse)
Verbena bonariensis (Brazilian verbena)
Vinca major, minor (periwinkle, vinca)

4.9 Fire Protection Measures. To reduce the likelihood of wildfire, all Owners shall take the following steps:

4.9.1 Remove leaves, needles and other combustibles from roofs, gutters and underneath decks at least every spring.

4.9.2 From June 15 to October 31, ensure there are no piles of brush, tree trimmings, wood scraps or other combustibles anywhere on the Lot, except that such materials are allowed in compost piles if they have been shredded, chopped or otherwise broken up so that no piece is larger than three inches (3") in any dimension.

4.9.3 Keep all trees over twenty feet (20') in height trimmed of branches less than six feet (6') from the ground, because such branches can act as a ladder to carry fire into the crown of the tree.

4.9.4 Do not store combustible materials under decks.

4.10 Protected Trees. Certain trees are noted on the attached Individual Lot Maps as "Protected Trees". From time to time, the Declarant and an Owner may designate an additional Protected Tree, in accordance with Section 8.1. Protected Trees are specimen trees that have

been examined by an Arborist and found to be in good health. Protected Trees will enhance the value and desirability of the neighborhood. To increase the likelihood that these important trees will survive for years to come, the following measures are required:

4.10.1 Prior to equipment mobilization, excavation, grading, trenching, clearing or building of any sort on any Lot, fencing shall be placed around each Protected Tree at least five feet (5') outside of the drip line. During the Development Period, written approval of said fencing shall be obtained from the Declarant, and appropriate "Warning Notices" supplied by the Declarant shall be placed and maintained on the fencing advising that no oils, gas, chemicals, liquid waste, solid waste, concrete washout, construction machinery or construction materials shall be allowed within the drip line of the Protected Tree, for any length of time. Further, no one shall enter the fence perimeter except to monitor the health of the Protected Tree.

4.10.2 Grade changes, excavation, trenching, cutting, filling, or any other sort of disturbance to the soil within five feet (5') of the drip line of a Protected Tree is expressly prohibited. However, mulch may be placed under the Protected Tree, provided that the mulch layer does not exceed two inches (2") in depth.

4.10.3 During grading, excavation and trenching, if any roots of a Protected Tree over 1 inch (1") in diameter are encountered, they shall be cut off cleanly with a sharp handsaw or loppers.

4.10.4 Drainage shall not be conveyed to any area within the drip line of a Protected Tree, and finished grades shall slope away from the trunks to avoid concentrating water around the Protected Tree.

4.10.5 No irrigation, fertilization, or application of Pesticides or any other foreign substance shall ever be permitted within the drip line of a Protected Tree, except as may be prescribed in writing by an Arborist.

4.10.6 Except for removal of dead limbs and trimming of "ladder" branches as prescribed by Section 4.9.3, no Protected Tree may be limbed, trimmed or otherwise altered without written concurrence from an Arborist that such activities will not harm the Protected Tree.

4.10.7 If a Protected Tree becomes dangerously diseased or weakened, it may be removed, provided that the Owner first obtains a written opinion from an Arborist which states that the Protected Tree is so diseased and/or weakened that collapse of all or part of the Protected Tree is likely, and that there is no feasible alternative to removal (i.e. cabling the trunks, pruning, etc). If a Protected Tree dies, it shall be removed within three (3) months. Within one (1) year of the removal of a Protected Tree, it shall be replaced with a young tree of the same species, or alternatively quercus garryana (Oregon white oak) or pinus ponderosa (ponderosa pine), within five feet (5') of the location of the original Protected Tree; provided, however, that an alternate location is acceptable if a written concurrence is signed by all the record owners of any Lots or Future Development Property located so that the replacement tree, when fully mature, will be capable of intruding into the view of Dexter Lake from said Lots or Future Development Property. The replacement tree shall be considered a Protected Tree.

4.10.8 Declarant has caused some multiple-trunked Protected Trees to be cabled by an Arborist. Owners of cabled Protected Trees must keep the cables in good working order at all times, and shall not remove, alter or damage the cables, without written advice from an Arborist that said cables are no longer necessary.

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4.11 Drainage. All Owners shall maintain in proper working order all drainage structures constructed on their Lots and shall ensure that the water from said drainage structures flows as prescribed on the Individual Lot Maps. Unless authorized by said Individual Lot Maps, discharge of concentrated water onto another Lot is expressly prohibited. In order to reduce the likelihood of drainage problems, the following drainage structures are required and shall be installed prior to or concurrently with construction of a residence on each Lot:

4.11.1 Cut-off drain. To capture surface sheet flows of rainwater, cut-off (curtain) drains shall be installed by the Owner in the locations shown on the Individual Lot Map for that particular Lot. Provided, however, that if no cut-off drain is shown on a given Individual Lot Map, then none is required. Said drains shall consist of: i) a trench a minimum of 12" wide and 12" deep; ii) a 3" perforated pipe laid at the bottom of the trench; and iii) one-half to three-quarter inch diameter round rock backfill for the trench which is mounded at least two inches higher than the surrounding undisturbed ground. No filter fabric shall be used. Alternatives that are equivalent to the above-described pipe and rock may be used if approved in writing by the Architectural Review Committee. The cut-off drain shall be discharged in the manner provided on the Individual Lot Map. In some cases, special foundation drains with round gravel backfill extending from the footing to the surface of the ground can be substituted for the required curtain drain; this will be indicated on the Individual Lot Map.

4.11.2 Foundation drain. A 3" perforated pipe, together with at least one foot of round gravel backfill, shall be placed so as to drain the ground directly under the footings of the structure. No filter fabric shall be used. Foundation drains shall be discharged to the location shown on the Individual Lot Map.

4.11.3 Roof, driveway and patio drains. All water falling on impervious surfaces shall be collected and piped to the location shown on the Individual Lot Map. Provided, however, that up to three hundred (300) square feet of impervious surface on any Lot may instead be allowed to drain to the adjacent ground surface.

4.11.4 Cutbank drains. An additional drain, constructed as for "cut-off drains" above, is required at the base of any cutbank which removes more than two feet of soil from the natural grade, as measured at the base of the cut. Cutbank drains shall be discharged to locations shown on the Individual Lot Maps.

4.11.5 Acceptance of concentrated runoff. If a location for concentrated storm water runoff discharge from an adjacent Lot is shown on the Individual Lot Map, the Owner of the Lot receiving the discharge shall accept the runoff and pipe it to the City storm water system, just as if the runoff was gathered from said receiving Owner's Lot. The Owner of each Lot remains responsible for maintaining all piping located thereon.

4.12 Grading. Cutbanks are unsightly, can cause chronic drainage problems, and create areas that are often difficult to revegetate. Fills are also unsightly, and can become saturated with water and become unstable. Consequently, permanent changes in grade are not allowed unless pre-approved by the Architectural Review Committee in accordance with Article 7. A "permanent change in grade" means an alteration of the natural grade that remains visible after the project is complete, but does not include excavations that are later filled with soil or structures, as for a foundation or basement. Cuts and fills shall conform to the following requirements:

4.12.1 The face of unretained cuts and fills must not exceed 50% slope, or two horizontal units for each vertical unit. All cuts and fills must be promptly re-vegetated or faced with natural stone to control erosion and reduce unsightliness.

4.12.2 If a retaining wall exceeds four feet (4') in height, it must be designed by a registered professional engineer.

4.12.3 Additional drainage structures must be installed as specified in Section 4.11.4: Cutbank Drains.

ARTICLE 5. GENERAL ARCHITECTURAL RESTRICTIONS

5.1 Type of Structures Allowed. No structure shall be erected, altered, placed or permitted to remain on any Lot, other than one detached, single family dwelling with a private attached garage for not less than two (2) and not more than four (4) vehicles, plus one (1) outbuilding not to exceed four hundred (400) square feet. Any structure erected on the Lot shall be constructed on site. No existing or used house or other similar structure shall be moved onto the Lot. Factory-built homes, mobile homes, modular homes, manufactured homes and prefabricated accessory buildings are expressly prohibited. Provided, however, structures may utilize roof trusses, stress skin panels, fence panels, wall panels and other similar building components.

5.2 Height Restriction

5.2.1 Height restriction for Improvements. An Elevation Limit is established for each Lot by a listing on the Individual Lot Map associated with that particular Lot. Elevation Limits are expressed as a height above mean sea level, and not as a height above the ground surface. No Owner shall allow any Improvement to exceed the Elevation Limit.

5.2.2 Height restriction for plants and Landscaping. Except for Protected Trees either specifically identified on the Individual Lot Maps recorded as part of this Declaration, or designated by the Declarant and an Owner in accordance with Section 8.1, no Owner shall allow any plant or Landscaping to exceed six feet (6') in height on the Lot, including the area that lies within the adjacent street right-of-way. Plants with mature heights of over six feet (6') may be planted or maintained, if the Owner maintains the plants at under six feet (6') in height at all times. Provided, however, that plants and Landscaping may exceed the six-foot height limit to the extent allowed by any variances granted under Section 8.1 Variances During the Development Period, or Section 8.2 Variances After the Development Period.

5.2.3 Improvements made after the Development Period, whether to replace a pre-existing Improvement or to add a new Improvement, may not have a greater adverse impact on views of Dexter Lake from the surrounding Lots than did the Improvements approved under Article 7: Architectural Review. Owners contemplating such Improvements are strongly advised to review their plans with the Owners of all surrounding Lots that could be affected by the planned Improvements, to ensure there will be no objections. For a replacement Improvement, retention of as many features of the original Improvement as possible, such as roof section design and heights, and overall size and location of Improvements on the lot, will help minimize potential adverse impacts on views. For new Improvements, careful consideration of the potential effects on neighboring Lots is strongly advised.

5.2.4 Variances. Notwithstanding the foregoing, certain Improvements and Landscaping may exceed the Elevation Limit if a written Variance for each such object is recorded pursuant to Sections 8.1: Variances During the Development Period or 8.2: Variances After the Development Period.

5.3 Siding. Siding materials shall be stucco, brick, stone, other comparable masonry, or wood siding which is either: 1) Siding composed of wooden boards in its natural state, not to include chipboard, particleboard, waferboard, pressboard, plywood or other composite wood product, provided that said wooden boards must be dimensionally stable and free of loose or open knot holes, and shall not have noticeable warp, twist, buckle or wane; or 2) Bevel, drop or lap siding which is a composite wood or cement based product but which closely resembles real wood siding, and which consists of separately-formed boards not more than ten inches (10") in width, and which are individually applied, provided said siding is applied in like fashion to real wood siding, including the use of staggered joints. Those products that are applied as sheets instead of as individual boards, even when intended to resemble real wood siding, are prohibited.

5.4 Fascia. Fascia shall be rot-resistant boards with a minimum nominal size of two inches (2") by eight inches (8").

5.5 Roofing. Roofing shall be Class A Fire Rated, and shall have a minimum life rating of twenty-five (25) years. Wood shakes are not allowed, due to wildfire hazard. Metal roofs must be of the standing edge type, with no exposed fasteners. All roofing must be non-reflective. Roofs shall have a minimum overhang of eighteen inches (18"). Ninety percent (90%) of the total roof area shall have a pitch of at least three inches (3") of vertical rise per twelve inches (12") of horizontal run.

5.6 Exterior Colors. During the Development Period, the ARC shall approve exterior colors as provided in Article 7: Architectural Review. After the Development Period, colors chosen for exterior use shall be similar to colors previously approved by the ARC for use on that Lot, or on other Lots, so as to preserve visual harmony within Sunridge Subdivision.

5.7 Vents, Chimneys and Flashings. Roof-top attic venting shall utilize inconspicuous ridge or hip vents; jack vents and similar roof-mounted vents are prohibited. Plumbing vents, flashings, gutters, chimney caps, and other similar parts shall be painted to match the roof material, unless they are copper or are already a color which matches the roof material. Exposed metal chimneys or flues shall not protrude more than two feet (2') above the roof surface.

5.8 Driveways and Sidewalks. Where required by the City of Lowell in Sunridge Subdivision's final approval, each Owner shall construct a five foot (5') wide concrete sidewalk along the entire street frontage of the Lot, prior to completion of the exterior of the residential structure. Said sidewalk must meet the approval of the City of Lowell, which will own and maintain the sidewalk. Each Owner shall construct and maintain at least two uncovered off-street parking spaces for the Lot, in addition to the required two-car garage. Spaces shall be at least eighteen feet (18') long, and may be part of the driveway. All driveways shall be concrete, brick, or masonry paver.

5.9 Fencing. All fencing must be of good craftsmanship and built straight both vertically and horizontally. Wood fences must have either naturally rot-resistant posts, or treated posts meeting the requirements of Section 4.6: Chemically Treated Wood in Perimeter Fences. Boards must be dimensionally stable and free of open knot holes, and shall not have noticeable warp, twist, buckle or wane. Chain link fences are prohibited, unless under four feet (4') in height and screened from view by vegetation of a density and type that will completely cover the fence within three (3) years after the fence is erected. Pallet fences, barbed wire and wire mesh fences are expressly prohibited. Hedges along property lines must be approved in writing by adjoining Owners prior to planting, and shall be maintained by both parties thereafter. Fences must either be natural wood color, dark tan, dark grey, brown or green. White, light tan, blue, red, yellow, orange, black and purple fences are expressly prohibited. Fencing may not exceed six feet (6') in height, except that in the front twenty feet (20') of the Lot, fencing may not exceed three feet (3') in height.

5.10 Antennae. All exterior-mounted antennae and any satellite dish exceeding eighteen inches (18") in diameter are prohibited, unless completely screened from view by vegetation, fencing or other appropriate enclosure.

5.11 Solar Panels. Solar panels must attach directly to the roof structure and must lie in the same plane as the roof at a pitch that is within five degrees (5°) of the roof's pitch.

5.12 Tanks and Mechanical. All tanks larger than five (5) gallons, and all other equipment and apparatus, such as air conditioners and heat pumps, must either be buried underground or be completely screened from view on all sides, including the top, by vegetation, fencing or other appropriate enclosure. Provided, however, that air conditioners and heat pumps need not be screened if the equipment is colored in natural tones such as dark tan, brown, green or dark gray. All noise producing equipment and apparatus must be set back at least twenty feet (20') from the property line, except that no setback is required along a property line abutting a public street or a panhandle driveway. Provided, however, that equipment with a manufacturer's sound rating of 70 decibels (7.0 bels) or less may be within two feet (2') of the property line; equipment with a manufacturer's sound rating of 71 or 72 decibels (7.1 or 7.2 bels) may be within five feet (5') of the property line; and equipment with a manufacturer's sound rating of 73 or 74 decibels (7.3 or 7.4 bels) may be within ten feet (10') of the property line. Lesser distances are allowed only if agreed to in writing by the adjacent Owner(s). Such agreements must be duly recorded in the Lane County Real Property Records. Proof of the manufacturer's sound rating must be provided upon request to adjacent Owners or to the Declarant. Central vacuums and noise-producing furnaces that exhaust outside the home must be muffled. Window-mounted air conditioners are not allowed.

5.13 Mailboxes and Newspaper Tubes. No mailboxes, drop boxes or newspaper tubes shall be erected or maintained on any Lot or within an adjacent street right-of-way, other than those originally provided by the Declarant.

5.14 Coverings for Cuts and Fills. Natural basalt stone shall be used for all retaining walls, coverings for cuts and fills, planter bed edging, terracing, and similar uses. Use of any other type of landscaping element, such as wood, plastic, concrete, brick or other masonry, is prohibited. Provided, however, that incidental decorative use of natural wood is allowed, such as an unusual piece of driftwood.

ARTICLE 6. GENERAL USE RESTRICTIONS

6.1 Allowed Uses. Lots shall be used primarily for residential purposes. No tent, shack, trailer, camper, recreational vehicle, or partly finished house may be used as a residence at any time. Provided, however, that visitors to a Lot may sleep in a camper or recreational vehicle parked on the Lot for up to seven (7) consecutive days, with a cumulative maximum of twenty one (21) days in any one year period. Home businesses are allowed provided that: i) the business is conducted entirely indoors; ii) the business is incidental to the residential use of the Lot; iii) workers and customers park entirely on the proprietor's Lot; iv) no more than two (2) worker and/or customer cars are visible from outside the Lot at any given time; v) no more than eight (8) customers visit the business during any twenty-four (24) hour period; and vi) the business complies with all applicable laws and regulations.

6.2 Maintenance. All Improvements must be maintained at all times in a good, workmanlike manner in substantially the same condition as when first constructed. No Improvement shall be permitted to fall into disrepair or to become unsightly. Refinishing of all buildings and fences must be done before there is noticeable fading, checking, blistering or loss of finish on any surface. Owners shall also maintain the portion of the street right-of-way that is between their Lot and the sidewalk edge, in the same manner as the Lot itself.

6.3 Storage and Parking. Storage or parking of any type of vehicle which is in a state of disrepair or is not in regular family use, trucks and similar equipment in excess of one ton rating, boats, snowmobiles, all-terrain vehicles (ATVs), jet-skis, trailers, recreational vehicles (RVs), motor homes or campers shall not be allowed on any Lot, nor on any public or private street adjacent to any Lot, except within a completely enclosed garage, or other area which is completely screened from view by vegetation or fencing. Provided, however, that from time to time such equipment may be parked outside of a garage or screened area on a temporary basis for periods not to exceed seven (7) consecutive days, with a cumulative maximum of twenty one (21) days in any one year period. Parking of allowed vehicles shall occur primarily upon the Lots, with street parking allowed only when additional parking is required due to special circumstances, such as the arrival of guests. Storage of any kind of household item, goods, merchandise, fuel, firewood, bicycles, tools, materials, machinery or supplies must be within areas that are completely screened from view by vegetation, fencing or other appropriate enclosure. Garbage and debris must be kept in sanitary containers in an enclosed area and taken from the Lot to a lawful garbage dump site at least every other week. Provided, however, that organic materials may be naturally composted on the Lot if the composting area is screened from view by fencing, vegetation or other enclosure.

6.4 Repair of Vehicles and Equipment. Repair, rebuilding and overhaul of vehicles and equipment must take place inside a completely enclosed garage.

6.5 Rental. Lots may be rented by the Owner, provided that the Owner ensures that the tenants comply fully with each and every relevant Restriction, in the same manner as if said tenants were the record owners of the Lot.

6.6 Derogation of Laws. All Owners and occupants of all Lots, and any guests, shall comply with all applicable city, county, state and federal laws and regulations. In case of conflict with said laws and regulations, and this Declaration, the more restrictive of the two shall control. Provided, however that this Declaration shall not be construed to require violation of any applicable law or regulation.

6.7 Burning. Outdoor burning of yard, household or other waste is prohibited. Provided, however, that small, controlled fires of wood or charcoal are allowed, for recreational purposes only.

6.8 Signs. No signs shall be allowed on any Lot, or on a public right-of-way adjacent to any Lot, other than as follows: i) temporary signs under three (3) square feet advertising the Lot for sale or for rent; ii) political signs during election campaigns, provided said signs are promptly removed upon completion of the campaign; iii) home business signs under two (2) square feet and attached to the home; iv) discreet security signs or notifications regarding home security systems; and v) signs required by law. Signs must be freestanding or attached to a building, and may not be attached to a tree.

6.9 Animals. No horses, cattle, goats, swine or other such livestock may be raised, bred or kept on the Lot. A maximum of two dogs, plus an aggregate of five cats, rabbits, chickens and/or other similar animals, may be kept on each Lot, so long as they are not raised, bred or kept for commercial purposes. Dog runs or other outdoor animal enclosures must be at least two thousand (2000) square feet, and located in the rear two-thirds (2/3) of the Lot. All animal waste must be removed at least twice a week, and proper sanitation shall be maintained at all times. Pets, including cats, shall not be allowed off the Owner's Lot unless leashed or enclosed. Owners shall immediately remove any waste left by pets on other Lots, public rights-of-way or parks.

6.10 Nuisance. No noxious, unsightly or offensive condition, or anything that may be or become an annoyance or nuisance to owners and/or occupants of any part of Sunridge Subdivision, or the Future Development Property, shall be permitted. Nuisances include, but are not limited to, disruptive noise during nighttime hours, barking dogs, offensive smells or loud music.

ARTICLE 7. ARCHITECTURAL REVIEW

7.1 Architectural Review Committee (ARC). During the Development Period, there shall be an Architectural Review Committee (ARC) comprised of one (1), three (3) or five (5) individuals chosen by the Declarant. Any or all of the ARC members may be removed and replaced by the Declarant at any time, with or without cause.

7.2 Architectural Review Required. During the Development Period, no Improvement shall be commenced, erected, altered or maintained upon any Lot unless and until the Improvement is approved in writing by the ARC as described in this Article 7. Provided, however, that walls, excavations and earthwork less than twenty four inches (24") in height or depth, fences, patios and decks are considered minor and shall not require prior ARC approval. Plans for Improvements requiring a building permit may not be submitted to the City of Lowell, or any other permitting agency, until such plans have been first been approved by the ARC. Only plans bearing the ARCs approval may be submitted for building permit review, and only ARC-approved plans may be present on the jobsite as the working plans.

7.3 Scope of Review. This Declaration contains provisions that dictate objective qualities of proposed Improvements. However, in order to preserve the value, attractiveness, livability and desirability of the Sunridge Subdivision and the Future Development Property, certain subjective qualities must also be controlled, such as exterior colors, window and deck placement, roof design, proportions and bulk, quality and use of materials, changes in the natural grade of the land, and the overall harmony of the general design, type, style, size and location of proposed Improvements with the topography of Sunridge Subdivision and the Future Development Property, and with other contemplated or existing Improvements. However, descriptions of desirable subjective qualities are difficult to reduce to writing without unreasonably limiting the creativity of individual builders. Therefore, the ARC shall review the subjective aspects of proposed Improvements, as generally described above, and shall use its judgment to determine whether or not said Improvements will make a positive contribution towards the value, attractiveness, livability and desirability of the Sunridge Subdivision and the Future Development Property, without detracting from same. The ARC may, in its sole and absolute discretion, withhold or condition its approval of any proposed Improvement if it finds the Improvement does not meet the foregoing standard. The ARC may maintain a portfolio containing examples of subjective qualities the ARC deems desirable, and use it as a guide when making decisions. At its discretion, the ARC may also choose to review proposed Improvements for compliance with some or all of the other provisions of this Declaration, and may withhold approval upon a finding of noncompliance. However, such a review by the ARC shall not relieve the Owner of the responsibility to ensure that all Improvements are constructed and maintained in compliance with the entirety of this Declaration. Variances and Temporary Exemptions may be granted only as provided in the following Article 8: Variances and Temporary Exemptions, and may not be granted by the ARC.

7.4 Application. To receive approval for a proposed Improvement, the Owner shall submit to the ARC an application specifying the approval requested, two (2) sets of plans showing the nature, kind, shape, size, height, materials, color, texture and location of the proposed Improvements, and any other material reasonably required or desired by the ARC to make an informed decision. The ARC may adopt detailed procedures and requirements for such applications, and may impose a reasonable fee, not to exceed five hundred dollars (\$500), to cover the cost of processing the application. If the ARC finds that the application as submitted is not detailed enough to allow a decision to be made, the ARC shall so notify the Owner in writing within seven (7) days of its receipt of the incomplete application. The notice shall include a list of the additional details that are required. The application shall be deemed complete when the Owner

submits all said additional details to the ARC. If no such notice is made to the Owner within said seven (7) day period, the application shall be deemed complete as originally submitted.

7.5 ARC Decision. The ARC shall make written approval or denial of the proposed Improvements within fourteen (14) days of the date the application was deemed complete under the above Section 7.4. If the ARC finds reason to object to the proposed Improvements, it shall provide the Owner with a written denial identifying the concerns and objections thereto. If the ARC fails to respond in writing within said fourteen (14) day period, ARC approval of said Improvements shall not be required, and compliance with this Article 7 shall be presumed. Provided, however, that said Improvements must still comply with all other provisions of this Declaration, excepting only this Article 7.

7.6 Majority Action. A majority of ARC members shall have the power to act on behalf of the ARC, without the necessity of a meeting and without consulting or notifying the remaining ARC members. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

7.7 Post-Development Period Improvements. After the Development Period, the ARC shall be automatically dissolved, and ARC approval shall no longer be required prior to construction of Improvements. Improvements must still comply with all other provisions of this Declaration, excepting only this Article 7. However, Improvements approved by the ARC, but not completed prior to the ARC's dissolution, must be completed in compliance with the ARC's approval.

7.8 Conditional Approvals and Inspections. The ARC may approve an application subject to certain conditions specified in the approval letter. The ARC may also require that compliance with certain provisions of the approval, or with other provisions of this Declaration, be demonstrated by passing an inspection prior to covering or completing the Improvement. Examples of Improvements that may need to be inspected include, but are not limited to, foundation drains, cut-bank drains, and forming for concrete driveways prior to pouring. The ARC may designate one or more ARC members to perform inspections. Improvements subject to an ARC inspection requirement may not proceed without written ARC approval.

ARTICLE 8. VARIANCES AND TEMPORARY EXEMPTIONS

8.1 VariANCES During the Development Period. During the Development Period, the Declarant shall have the right, in its absolute and sole discretion, to permanently waive any or all of the Restrictions found in the following sections: 3.1: Construction Timetables, 3.2: Required Contractor's Registration, 4.10: Protected Trees, 4.11: Drainage, 4.12: Grading, all of Article 5: General Architectural Restrictions, and Section 6.3: Storage and Parking. Declarant may choose to make such VariANCES for one Lot only, for some Lots and not for others, or for all Lots. VariANCES shall be in writing, shall specify exactly which Restrictions are modified or waived, shall specify which Lot or Lots are affected by the VariANCE, shall be signed by the Declarant, and shall be duly recorded in the Lane County Real Property Records. In exchange for receiving a VariANCE on a Lot, an Owner may agree to accept certain new Restrictions; for example, a VariANCE allowing a certain tree to exceed the Elevation Limit may also designate that tree as a Protected Tree. In such cases, said Owner shall also sign the VariANCE.

8.2 VariANCES After the Development Period. After the Development Period, no VariANCES may be granted except for Section 5.2: Height Restriction. Such a VariANCE must be signed by all the record owners of any Lots or Future Development Property located so that the object in question is capable of intruding into the view of Dexter Lake from said Lots or Future Development Property. The VariANCE may specify an alternate Elevation Limit for the object or

objects covered by the Variance. The Variance shall be duly recorded in the Lane County Real Property Records.

8.3 Temporary Exemptions for Declarant. During the Development Period, the Declarant, and all Lots owned by the Declarant, shall be temporarily exempted from Section 4.7: Dark Sky Lighting and all of Article 6: General Use Restrictions, provided that nothing shall be done which will result in a violation of any part of this Declaration after the Development Period.

8.4 Temporary Exemptions for Others. For one (1) year following the issuance of building permit for a residential structure on any Lot, that Lot shall be temporarily exempted from the following Restrictions to the extent necessary to permit the efficient, economical and convenient completion of said Improvements, provided that during the course of such construction nothing shall be done which will result in a violation of any part of this Declaration upon completion of construction: Section 4.7: Dark Sky Lighting, Section 6.1: Allowed Uses, Section 6.2: Maintenance, Section 6.3: Storage and Parking, Section 6.4: Repair of Vehicles and Equipment, Section 6.8: Signs, and Section 6.10: Nuisance.

8.5 No Waiver. Variances and Temporary Exemptions shall not be construed as constituting any waiver of any provision in the future or as to any property not specifically described in or by the Variance or Temporary Exemption. No Variance or Temporary Exemption allowed shall in any way restrict the ability of a party hereto to enforce violations of this Declaration against Lots or Owners that do not have specific written Variances or Temporary Exemptions.

ARTICLE 9. ENFORCEMENT

9.1 Who May Enforce. This Declaration shall inure to the benefit of, and be enforceable by, the record owner or owners of any portion of the Sunridge Subdivision and/or the Future Development Property, and the legal representatives, heirs, successors or assigns of owners of interests in any such land. Provided, however, that because Section 4.11: Drainage and Section 5.8: Driveways and Sidewalks contain requirements which are conditions of Sunridge's development approval, these two sections may also be enforced by the City of Lowell. Sunridge Subdivision shall include the Sunridge Subdivision as initially created and as it may have been subsequently enlarged by any additions pursuant to Article 10. A failure, either by said owners, or their legal representatives, heirs, successors or assigns, or by the City of Lowell, to enforce any or all provisions of this Declaration in one or more instances shall in no event be deemed a waiver of the right to enforce such provision(s) thereafter. The Restrictions established by this Declaration are intended to be real and not personal.

9.2 Manner of Enforcement. Enforcement of this Declaration shall be accomplished by use of the procedures described herein. A party seeking to enforce any provision of this Declaration shall first make written demand for the discontinuance of the alleged violation. Such written demand shall be made to the Owner in question, and shall contain the name and address of the enforcing party, and a description of the alleged violation. The demand may also contain a statement as to what actions, if any, said Owner could take that would settle the matter.

9.3 Arbitration. The parties are encouraged to try to resolve disagreements among themselves, before resorting to arbitration. However, thirty (30) days after written demand is made in accordance with the above Section 9.2, arbitration proceedings may be initiated by an owner of Sunridge Subdivision property or Future Development Property. Arbitration shall take place in Eugene, Oregon. The matter shall then be resolved by a single arbitrator in accordance with ORS 36.300-365, or its successor. The arbitrator's decision shall be binding and conclusive, if not appealed, and any party to an award rendered shall be entitled to have judgement entered thereon. Notwithstanding the foregoing, the arbitrator's award may be appealed to the circuit court. The

arbitrator may award injunctive relief (as to present and future violations) and/or monetary damages (for past violations).

9.4 Correction of Violation (Present and Prospective Relief). If the arbitrator finds that a violation of this Declaration occurred, has not yet been corrected, and is the type of violation that can reasonably be corrected, the arbitrator shall order the losing party to take action sufficient to remedy the violation, which may include ordering remedial steps and/or an order enjoining future violations.

9.5 Liquidated Damages (Relief for Past Harm). If the arbitrator finds that a violation of this Declaration occurred, the arbitrator shall, at a minimum, award to the enforcing party or parties liquidated damages as follows:

9.5.1 For a violation of Section 3.5: Concrete Washout or Section 6.7: Burning, liquidated damages shall be five hundred dollars (\$500) per occurrence.

9.5.2 For a violation of Section 4.5: Outdoor Use of Certain Pesticides or Section 4.3: Storm Drain Dumping, liquidated damages shall be one thousand dollars (\$1,000) per occurrence.

9.5.3 For a violation of Section 4.10: Protected Trees, if the violation(s) result in the death of a Protected Tree, liquidated damages shall be five thousand dollars (\$5,000) per Protected Tree.

9.5.4 For a violation of Section 6.6: Derogation of Laws, no liquidated damages are required.

9.5.5 For a violation of any other Restriction, liquidated damages shall be two hundred dollars (\$200), plus an additional one hundred dollars (\$100) for each day that passes from the time the written demand was first delivered to the Owner in question, to the time the violation has been fully corrected.

9.6 Attorneys Fees and Other Costs. If arbitration proceedings are initiated as provided herein, the prevailing party shall be entitled to have and recover from the losing party all costs, fees and expenses, including reasonable attorney fees, incurred in the arbitration proceedings, in any court action associated with the arbitration proceedings, and in any subsequent appeal. Should members of the Architectural Review Committee be made parties to a dispute under this Declaration, such member(s) shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys fees, should the decision or position of the Architectural Review Committee be substantially sustained by the arbitrator proceeding and in any subsequent appeal.

9.7 No Limitation of Arbitrator's Powers. Nothing in this Article 9 shall limit the arbitrator's right and ability to require additional remedial actions, or to award additional sums as damages, beyond those specifically required herein.

ARTICLE 10. ADDITIONS TO SUNRIDGE SUBDIVISION

10.1 Additions to Sunridge Subdivision. Declarant shall have the right, in its absolute and sole discretion, to add additional real property to Sunridge Subdivision, so that it shall become subject to and restricted by this Declaration. An addition to Sunridge Subdivision shall be made by a supplementary declaration, containing such modifications of the provisions of this Declaration as may be necessary to reflect the different character, if any, of the addition to Sunridge Subdivision. Provided, however, that any such modifications shall apply only to the property being added to

Sunridge Subdivision by said supplementary declaration. A supplementary declaration shall be signed by the Declarant and by all the record owners of the additional property, and duly recorded in the Lane County Real Property Records. Property lawfully divided and expressly made subject to this Declaration (with any appropriate modifications) as described above shall thereafter be deemed to be part of Sunridge Subdivision for purposes of the applicability and functioning of this Declaration as if all such properties and lots simultaneously had been made subject to this Declaration. Should a portion of the Future Development Property be added to the Sunridge Subdivision, the remaining portions of the Future Development Property shall continue to have the rights, including without limitation the enforcement rights, as are allocated to the Future Development Property above.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1 Notification. Any notice permitted or required under this Declaration shall be in writing and shall be made either in person or by certified United States mail, return receipt requested. Notices shall be mailed to record owners of Lots and Future Development Property at the addresses shown in the Lane County Assessment and Taxation Records. Notice to the Declarant shall be made to: Shade Tree, Inc., 40160 East First Street, Lowell, OR 97452. In the event the notice is properly mailed to the correct address, but the addressee does not accept delivery, it shall nevertheless be deemed delivered on the date the United States Post Office returns the notice to the sender as undeliverable.

11.2 Limitation of Liability. Neither the Declarant nor any member of the ARC shall be liable for damages to any party regarding a request for general contractor approval under Section 3.2: Approval of General Contractor, a request for ARC approval of Improvement plans under Article 7: Architectural Review, or a request for Declarant's approval of a Variance under Section 8.1: Variances During the Development Period, by reason of the Declarant's or the ARC's approval or disapproval of said requests, failure to act on said requests, or any other action or failure to act regarding said requests.

11.3 Severability. Invalidation of any provision of this Declaration shall in no way affect any of the other provisions, which shall remain in full force and effect.

11.4 No Change of Circumstance. It is expressly contemplated that the Future Development Property and/or other nearby property may be divided and developed for residential purposes and also that other urban development of the vicinity may occur; such division and/or development is expressly contemplated by this Declaration and would not constitute any change in the character of Sunridge Subdivision, the Future Development Property or the surrounding neighborhood, nor any change of circumstance.

11.5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of preserving the value, attractiveness, livability and desirability of the Sunridge Subdivision and the Future Development Property. The captions and titles in this Declaration are inserted only as a matter of convenience and for reference, and in no way describe, define, or limit the intent of this Declaration, and are not to be used in interpreting this Declaration.

11.6 Exhibits. All exhibits and attachments to this Declaration are incorporated herein.

DRAINAGE & UTILITY EASEMENT
CITY FILE NO. N/A
APPROVED AND ACCEPTED
BY CITY OF LOWELL, OREGON

[Signature]
City Administrator

5/17/05
Date

Division of Chief Deputy Clerk
Lane County Deeds and Records

2005-057011



\$26.00

07/26/2005 10:42:53 AM
RPR-ESMT Cnt=1 Stn=4 CASHIER 02
\$5.00 \$10.00 \$11.00

Date: May 16, 2005

The **ROY NELSON REVOCABLE LIVING TRUST**, as **GRANTOR**, does hereby create and convey to the **CITY OF LOWELL**, an Oregon municipal corporation, as **GRANTEE**, a perpetual, non-exclusive easement over, across and under the real property described below as "Easement Area" to inspect, operate, maintain, repair and replace a storm drainage line, and to discharge storm water at the terminus of the drainage line. The terms of this easement are as set forth herein.

The Easement Area shall be a tract of land 15.00 feet in width lying 7.50 feet left and 7.50 feet right of the following described line: *Beginning at a 5/8" iron rod marking the northeast corner of the street dedication recorded on January 5, 2005, Reception Number 2005-000977, said corner also lying on the west line of Land Partition Plat 97-P1008, and marking the intersection thereof with the north line of East First Street and running thence South 00°03'18" West 20.00 feet to a 5/8" iron rod; thence South 00°03'18" West 16.33 feet to a 5/8" iron rod; thence South 00°03'18" West 32.25 feet to the TRUE POINT OF BEGINNING; and running thence South 48°28'35" East 150.00 feet and there ending, all in Lowell, Lane County, Oregon.*

Grantee shall at all times be entitled to unobstructed access to the Easement Area. Buildings may not be erected within the Easement Area. In the event that locking gates are placed which obstruct access to the Easement Area, keys or lock combinations shall be promptly provided to Grantee. Grantee shall not be liable for damage to fences, gates and landscaping within the Easement Area that is caused by or results from maintaining, repairing or replacing the storm drainage line. Grantor shall accept all storm water discharged by Grantee within the Easement Area that later flows onto Grantor's downstream lands, and shall have the responsibility for controlling any resulting erosion. Grantor reserves, for itself, its heirs and assigns, at all times and without restriction, the right to use the Easement Area in a manner not inconsistent with the full use and enjoyment by the Grantee of the rights herein granted. The Grantor and Grantee shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other. This easement is granted subject to all prior conditions, restrictions, easements and encumbrances of record, and shall run with the land and be binding on and inure to the benefit of any future parties, their heirs, successors and assigns.

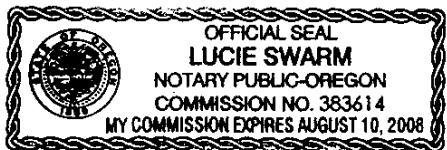
STATE OF OREGON, County of Lane

[Signature]

Roy Nelson Revocable Living Trust, by Roy Nelson, Trustee

On this 16th day of May, 2005, personally appeared the above named Roy Nelson, and did say that he is the Trustee of the Roy Nelson Revocable Living Trust, and that this instrument was signed on behalf of the Trust, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

[Signature]
Notary Public for Oregon
My Commission Expires: Aug 10, 2008



After Recording Return To: City of Lowell, P.O. 490, Lowell, OR 97452



PRELIMINARY TITLE REPORT
SUPPLEMENTAL

SHADE TREE PROPERTIES
ATTN: MIA NELSON
40160 EAST 1ST
LOWELL, OR 97452

July 15, 2005
Report No: 0244558
Your No: --
Seller: SHADE TREE, INC./NELSON TRUST
Buyer: T/C

PRELIMINARY REPORT FOR:

Owner's Std. Premium (SUBDIV) \$T/C

PREMIUMS:

Owner's Std. Premium: (SUBDIV) \$T/C
Government Service Fee: \$25.00
Temporary Billing: \$225.00

We are prepared to issue 1992 ALTA title insurance policy(ies) of CHICAGO TITLE INSURANCE COMPANY of OREGON, in the usual form insuring the title to the land described as follows:

(A T T A C H E D)

Vestee:

SHADE TREE, INC.
AN OREGON CORPORATION

DATED AS OF: JULY 11, 2005 AT 2:42 P.M.

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

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Easements, liens, encumbrances, interests or claims thereof which are not shown by the public records. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

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

MAIN OFFICE * 811 WILLAMETTE ST. * EUGENE, OREGON 97401 * PH: (541) 687-2233
FLORENCE * 1901 HWY 101 - S. 2 * FLORENCE, OREGON 97439 * PH: (541) 997-8417
EUGENE FAX: 485-0307 * E-MAIL: info@cascadetitle.com * FLORENCE FAX: 997-8246

2745-58

4. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law not shown by the public records.

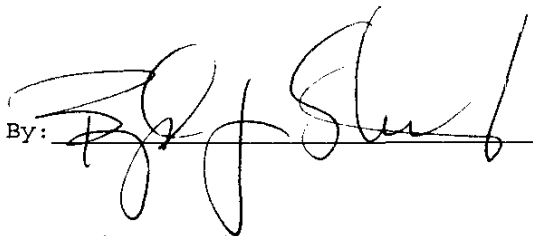
SPECIAL EXCEPTIONS:

6. As disclosed by the tax rolls, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest.
7. City liens, if any, as levied by the City of Lowell, for which no search was made. (The City of Lowell charges \$10.00 for a lien search on each tax lot number. Please inform us if one is to be ordered.)

NOTE: The premium amount has been reduced by application of subdivider's rate.

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

Cascade Title Co.

BY: 

ar: Title Officer: BOYD STEELE

PROPERTY DESCRIPTION

Beginning at the initial point, being the Southeast corner of Lot 12, SUNRIDGE, as platted and recorded in File 75, Slide 1091, Lane County Oregon Plat Records, and the Northeast corner of Lot 37, SUNRIDGE FIRST ADDITION, as platted and recorded February 02, 2005, Document No. 2005-008200, Lane County Deeds and Records; thence, South 73° 16' 39" East 299.00 feet along the South line of SUNRIDGE, recorded at File 75, Slide 1091, Official Plat Records of Lane County, Oregon, to the reinforcing rod marking the Southeast corner of Lot 16 of said PLAT OF SUNRIDGE; thence, North 100.26 feet along the East line of said Lot 16 to a reinforcing rod marking the Northeast corner thereof (being on the South right of way line of East First Street); thence, South 73° 16' 39" East 110.39 feet along said South right of way line to the Westerly point of the portion of East First Street vacated in Vacation Ordinance recorded January 05, 2005, Document Number 2005-000978; thence, 38.19 feet along the North line of said vacation and the South right of way line of East First Street as it follows the arc of a curve to the left having a radius of 130.00 feet to a point bearing South 81° 41' 33" East 38.05 feet from the last described point; thence, South 89° 53' 33" East 92.63 feet continuing along said North line of the vacation and the South right of way line of East First Street to the Northeast corner of said vacation; thence South 0° 08' 27" East 33.84 feet along a line parallel with and 50.00 feet Westerly of the West line of Lane County Land Partition Plat No. 95-P0685 to the Southeast corner of said vacation; thence, South 73° 16' 39" East 52.24 feet along the South right of way line of said East First Street to a reinforcing rod marking the Southeast corner thereof; thence, South 0° 06' 27" East 49.00 feet along the West line of Lane County Land Partition Plat No. 97-P1008 to a point marked by a reinforcing rod; thence, South 0° 06' 27" East 106.11 feet to a reinforcing rod marking the Northeast corner of that Property Line Adjustment deed recorded April 27, 2005, Document No. 2005-029904, Official Records of Lane County, Oregon; thence North 89° 56' 58" West 54.68 feet along the North line of said deed to a reinforcing rod; thence, 80.76 feet continuing along said North line as it follows the arc of a curve to the right having a radius of 130.00 feet to a reinforcing rod bearing South 72° 12' 13" West 79.46 feet from the last described point; thence, West 9.76 feet continuing along said North line to a reinforcing rod marking the Northwest corner thereof; thence, South 0° 06' 27" East 170.00 feet to a point marked by a reinforcing rod; thence, West 206.87 feet to a point marked by a reinforcing rod; thence, North 76° 13' 33" West 309.41 feet to a reinforcing rod marked the Southeast corner of Lot 32, said PLAT OF SUNRIDGE FIRST ADDITION; thence, along the East line of said PLAT OF SUNRIDGE FIRST ADDITION the following courses and distances: North 12° 17' 41" East 110.12 feet to a point marked by a reinforcing rod; thence, South 72° 44' 42" East 22.12 feet to a point marked by a reinforcing rod; thence, North 16° 43' 23" East 144.40 feet to a point marked by a reinforcing rod; thence, North 73° 16' 37" West 42.41 feet to a point marked by a reinforcing rod; thence, North 16° 43' 23" East 100.00 feet to the initial point in Lowell, Lane County, Oregon; and Beginning at the iron rod marking the Northeast corner of Lot 16 of SUNRIDGE, recorded at File 75, Slide 1091, Official Plat Records of Lane County, Oregon; thence, North 12° 25' 00" East 60.17 feet to a reinforcing rod marking the Southeast corner of Lot 8 of SUNRIDGE, recorded at File 75, Slide 1091 on the North right of way line of East First Street being the true point of beginning; thence, North 109.96 feet to a reinforcing rod marking the Northeast corner of said Lot 8; thence, South 73° 16' 39" East 76.34 feet to a reinforcing rod on the West line of that tract monumented in survey filed at the Lane County Surveyor's Office under No. 32715; thence, South 0° 03' 39" East 109.99 feet along said West line to a reinforcing rod set in said survey on the North right of way line of said East First Street; thence, North 73° 16' 39" West 76.45 feet to the true point of beginning, all in Lowell, Lane County, Oregon.

ASSESSMENT
ATION
Y

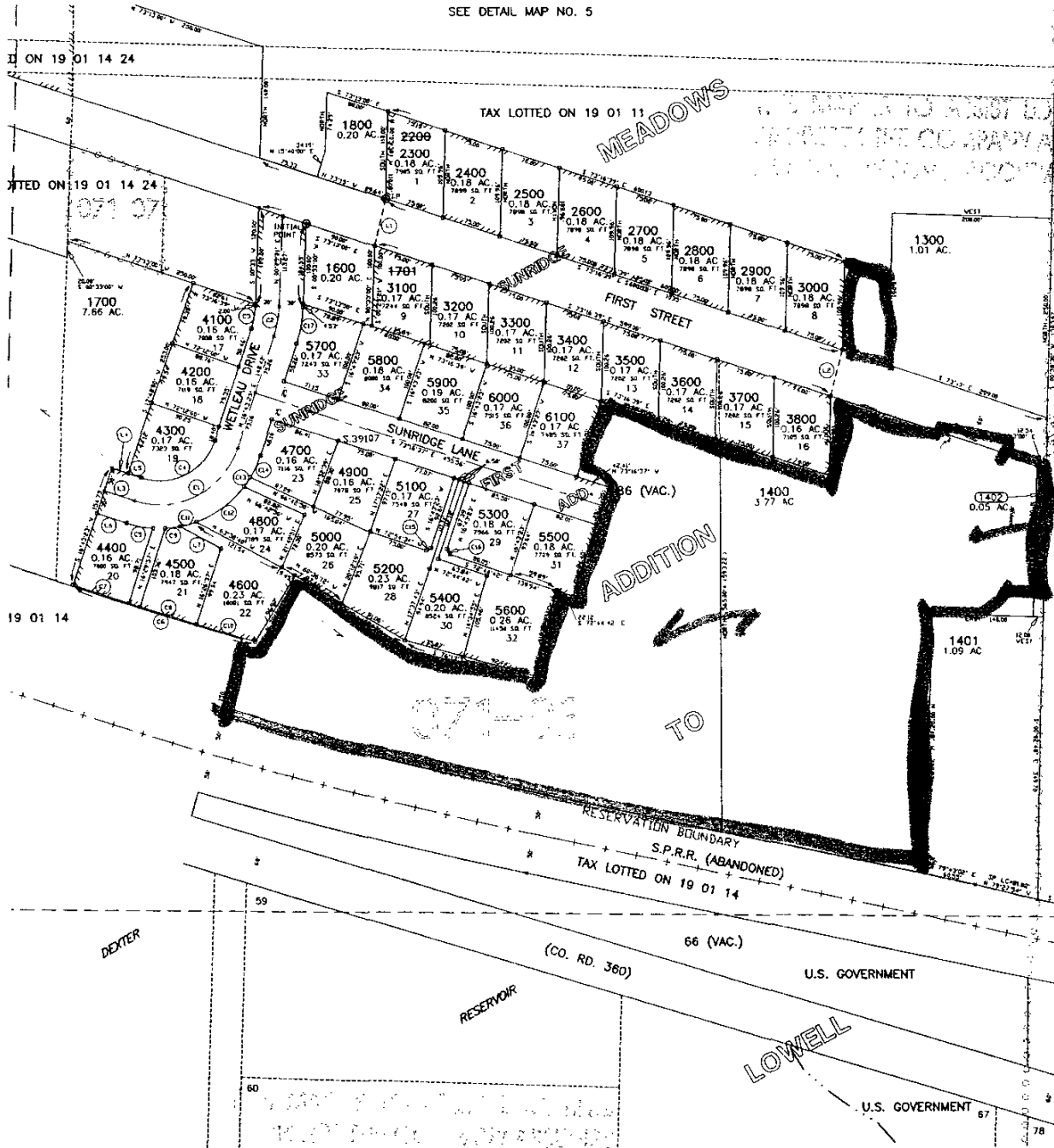
SEC. 14 T.19S. R.1W. W.M.
DETAIL MAP NO. 3
LANE COUNTY

SCALE 1" = 100'

SEE MAP 19 01 14
SEE DETAIL MAP NO. 5

DATE	REVISION	DRAWN

19 01 14
LOWELL
DETAIL MAP NC
NAD 27



LINE TABLE

LINE NO.	START POINT	END POINT
L1	6625	N 112855° E
L2	6627	N 272530° E
L3	3946	S 731627° E
L4	2184	N 791627° E
L5	1880	S 731627° E
L6	3946	S 731627° E
L7	5674	N 672845° E

CURVE TABLE

LINE NO.	START POINT	END POINT
C1	LC-1780	N 61°42'27" E
C2	LC-2730	N 08°36'02" E
C3	LC-2670	N 08°36'02" E
C4	LC-18145	N 61°42'27" E
C5	LC-2330	S 80°52'00" E
C6	LC-24047	S 74°22'50" E
C7	LC-1780	S 72°20'41" E
C8	LC-7389	S 74°22'50" E
C9	LC-1680	N 81°26'04" E
C10	LC-7691	S 75°12'56" E
C11	LC-4170	N 72°45'49" E
C12	LC-1852	N 51°54'29" E
C13	LC-1811	N 21°52'21" E
C14	LC-2020	N 23°29'41" E
C15	LC-7309	N 61°54'29" E
C16	LC-724	S 80°52'00" E
C17	LC-4595	N 80°36'02" E

SEE DETAIL MAP NO. 2
SEE MAP 19 01 13

19 01 14
LOWELL
DETAIL MAP NC

SEE MAP 19 01 14

2745-61

Plat Projection Tax Summary Worksheet & Certification

Tax Year 2005 - 2006



Name of Plat: SUNRIDGE SECOND ADDITION
Owner of Record: SHADE TREE PROPERTIES INC
Map and Tax Lot #: 19-01-11-00-00403, 19-01-14-00-01700, 01400, 01402

Year: 2005-2006
Account Number(s): 0814242, 1547452, 1375730, 1600251

P A I D

Code Area(s): 07103
Taxable Value: 196,498

Estimated Tax Amount	2,860.97
Delinquent Taxes	0.00
Other Assessments:	
Fire Patrol	0.00
Farm Declass 0814242 ✓	20.70 ✓
Farm Declass 1547452 ✓	107.60 ✓
Farm Declass 1375730	2,633.85 ✓
Recomputation Fee	0.00
Total Amount Due	5,623.12

The tax amount above is good through **October 5, 2005**
 Additional interest is assessed on the 16th of each month

Please note that payments must be made with a cashier's check, money order
 or cash in order to immediately obtain this signed form.

This is to certify that as of this 20 day of July, 2005, in compliance with ORS 92.095, all taxes and assessment for the current and all prior years on said above described real property have been paid.

Taxes paid prior to certification are an estimate only. Additional taxes or a refund may be due.

By: *[Signature]*
 Tax Deputy

	By	Date
Farm and/ Forest Declassification:	367	07/13/2005
Tax Projection:	367	07/13/2005
Verification of Tax Amounts and Values:	<u>367</u>	<u>7-15-05</u>

Distribution of Copies: Accounting-1, Surveyor-1, Seg/Merge-1

Rev. 06/21/2005; Printed 07/13/2005

274562

Tax Year: 2004-05

Account Number	Levy Code	Unique Codes	Taxable Value	Map & Tax Lot	Tax Rates	Special Assessment	Delin Taxes	2004-05 Taxes	04-05 Taxes +5%
1 0814242	07103	07103	4,136	19-01-11-00-00403	13.8665	0.00	0.00	57.35	60.22
2 1547452	07103		59,605	19-01-14-00-01700	13.8665	0.00	0.00	826.51	867.84
3 1375730	07103		132,289	19-01-14-00-01400	13.8665	0.00	0.00	1,834.39	1,926.10
4 1600251	07103		468	19-01-14-00-01402	13.8665	0.00	0.00	6.49	6.81
5	07103		0		13.8665	0.00	0.00	0.00	0.00
6	07103		0		13.8665	0.00	0.00	0.00	0.00
7	07103		0		13.8665	0.00	0.00	0.00	0.00
8	07103		0		13.8665	0.00	0.00	0.00	0.00
9	07103		0		13.8665	0.00	0.00	0.00	0.00
10	07103		0		13.8665	0.00	0.00	0.00	0.00
Totals			196,498			0.00	0.00	2,724.74	2,860.98

Plat Name
SUNBRIDGE'S Get Values From Ascend
Ownership
SHADE TREE PROPERTIES INC

Recomputation Fee
Special Assessment Fees
Type
Fire Patrol
Farm Declass 0814242
Farm Declass 1547452
Farm Declass 1375730

Fee
0.00
20.70
107.60
2,633.85

Tax Amt is Good Through

October 5, 2005

Account Number	Estimated Tax	Delinquent Tax
0814242	60.22	0.00
1547452	867.84	0.00
1375730	1,926.10	0.00
1600251	6.81	0.00
	0.00	0.00
	0.00	0.00
	0.00	0.00
	0.00	0.00
	0.00	0.00
Totals	2,860.97	0.00

Handwritten: 1547452
1375730
1600251
+ 1600251

Handwritten: *Note: Assets below per acre based on following values as of 2005
+ 1375730 are potential dev for 2005
Revised 2005 RMV (per acre) value from
had residential use value -

Handwritten: 1547452 RMV \$ 273,000
RMV 383,000 = total ac 17.06 = 50,000
50,000 x ptn no longer defered 1,450 ac
Total RMV = 71,000
RMV = (1,837) = 59,163
Add amt of defered ptn (1,837) = \$ 59,605 TVR

Handwritten: 1375730 (19-01-14-00-01400)
RMV from acre 1,837,500
188,500 = total ac 3.77 =
50,000 per ac
50,000 x ptn no longer def (3.16) =
158,000 RMV value 8371
equally 132,762 TVR
+ 27 (1,610 RMV)
for ptn in defered
Total TVR = 132,289



July 12, 2005

Shade Tree Properties Inc
PO Box 10545
Eugene OR 97440

ACCOUNT NUMBER(S)	0814242	Map 19-01-11-00-00403
	1547452	19-01-14-00-01700
	1375730	19-01-14-00-01400

DISQUALIFIED ACREAGE	Account 0814242	0.18 ac
	Account 1547452	1.42 ac
	Account 1375730	3.16 ac

In compliance with ORS 308A.718 and 308A.724, this is official notification that the special assessment of 4.76 acres of farmland on the above real property account(s) has been disqualified by the Assessor for the following reason.

- √ Recording of a subdivision plat (**Sunridge Second Addition**), under ORS Chapter 92 requires the disqualification of the land from Non-Exclusive Farm Use, ORS 308A.116(1)(d) and (4).

This disqualification statute specifies that landowner may submit a claim or application to requalify for non-exclusive **farm use** special assessment **after** "payment of all additional taxes, any interest or penalty that remains due and owing on the land".

Land disqualified from **farm** use must comply with any applicable local government zoning ordinances, governing minimum lot or parcel acreage before the land can requalify for special assessment.

Under ORS 308A.724(3), you have **30 days from the date of this disqualification notice** to apply for another special assessment. The additional tax is required to be paid and cannot be deferred under ORS 308A.706(1)(d) for this disqualification.
(See "Special Assessment Qualification" section of this disqualification notice)

Additional Tax Information

As specified in ORS 308A.700 to 733 for **each year**, beginning with the last year the land was under special assessment, the additional tax is calculated as the

difference between the taxes assessed against the land in each year and the taxes that would otherwise have been assessed against the land had the land not been in special assessment.

Additional taxes are calculated for the number of years the property has been in special assessment, not to exceed:

- 10 years if the land is outside of an Urban Growth Boundary and is in an Exclusive Farm Use zone. Applies only to land being disqualified from Exclusive Farm Use or Wildlife Habitat special assessment.
- Five years for all other special assessment land being disqualified.

Additional tax to be extended to the 2005-06 tax rolls for collection:

Account 0814242	\$ 20.70
Account 1547452	107.60
Account 1375730	<u>2,633.85</u>
Total	\$ 2,762.15

Following this disqualification any land that is no longer in a special assessment program will be based on market value as calculated under ORS 308.156.

Special Assessment Qualification

Provided that all acres (or any portion) can meet program qualification requirements, the special assessment programs you may **possibly qualify** for are:

Non-exclusive Farm Use ORS 308A.068: Any land that is not within an exclusive farm use zone that is being used for farming and produces a minimum gross income requirement as specified under ORS 308A.071. If additional taxes are deferred under ORS 308A.706(1)(d) for a change in special assessment the owner of a property shall have five years, beginning with the first year application is made, to meet the non-EFU qualification requirements as specified in ORS 308A.724(2). A potential additional tax is a maximum of 5 years.

Appeal Rights

This disqualification may be appealed to the Oregon Tax Court, Magistrate Division, within 90 days of receipt of this notice in accordance with ORS 305.275 and ORS 305.280 in the manner provided in ORS 305.404 to ORS 305.560. There is a \$25 fee payable to the Magistrate. Appeal forms are available in the Assessor's Office or from the Magistrate Division.

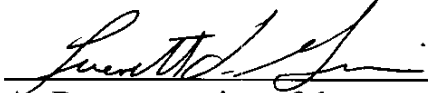
Angela Godwin, Farm/Forest Clerk, 541-682-4318
e-mail: Angela.Godwin@co.lane.or.us
Public Information hours 10 a.m. to 12 noon & 1:00 pm. to 4:00 p.m
FAX 682-4557

CERTIFICATION OF MAILING



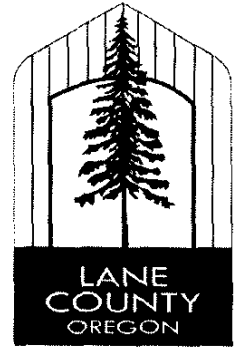
LAND MANAGEMENT DIVISION
http://www.LaneCounty.org/PW_LMD/

This is to certify that I, Everett L. Givens, mailed a copy of the Notice of Final *** Plat Approval to the agencies and/or person(s) indicated on the attached mailing list on the 23rd day of May 2005.


As Representative of the
Lane County Surveyor's Office

NOTICE OF FINAL SUBDIVISION PLAT APPROVAL

Owner Name: Shade Tree Inc.
Subdivision: Sunridge Second Addition
Location: South of the East End E. 1st Street, Lowell
Map & Lot #: 19-01-14D3 T.L. 1400 & 1700 /19-01-11 T.L. 403
Resulting # of Lots: 20 Lots



To whom it may concern:

You own or occupy property near the above referenced property that is the subject of a proposed subdivision and final decisions for approval by Lane County. You are hereby notified that the Lane County Surveyor has received and reviewed a final subdivision plat map and is prepared to approve the proposed plat and forward it to the Lane County Assessor and Board of Commissioners for signatures necessary to finalize Lane County approvals for division of the above referenced property.

The purpose of this notice is to inform you about the impending decisions, where you may receive more information, and the requirements if you wish to make comments to Lane County. Any person who is affected or who is entitled to written notice may submit written comments in the manner, and within the time period, as provided below.

The proposed plat and supporting documents, if any, are available for inspection at the Lane County Surveyor's Office at no cost, and copies will be provided at reasonable cost. The name of the Lane County Surveyor's Office representative to contact is **Ryan Erickson** and the telephone number where more information can be obtained is **(541) 682-3633**.

Applicable Criteria are contained in ORS 92.100 and ORS 209.250. Copies of the Applicable Criteria are available from www.leg.state.or.us/ors/, or from the Law Library located in the Public Service Building at 125 E. 8th Avenue, Eugene OR 97401.

The Lane County Surveyor has reviewed the final plat, and any supporting documents, and has determined that the plat meets the requirements of ORS 92.100 and ORS 209.250. **Approvals by the Lane County Board of Commissioners, Assessor, and Surveyor are not determinations regarding compliance with state or local land use regulations.** These approvals will finalize Lane County approvals for division of the above mentioned property that has previously received land use approval from the City of Lowell.

These approval decisions will be made and become final after **5 P.M.** on **June 6th, 2005** the date and time all written comments regarding this plat must be submitted to, and received by, the Lane County Surveyor's Office. There are no further local appeal rights.

You may submit written comments regarding this plat to the **Lane County Surveyor's Office, c/o Ryan Erickson, 125 E. 8th Avenue, Eugene OR 97401.** Issues that may provide the basis for an appeal to the Land Use Board of Appeals must be raised in writing before expiration of the 14-day comment period described above. Any issues raised shall be specific enough to enable the Lane County Assessor, Board of Commissioners or Surveyor to respond to the issue. Failure of an issue to be raised, in person or in writing, or failure to provide statements of evidence sufficient to afford Lane County an opportunity to respond to the issue may preclude raising the issue in an appeal to the Land Use Board of Appeals.