



00223431202200106200090099

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.

  
Dana W. Jenkins, Lincoln County Clerk



Dedijer, Milica  
Dedijer-Small, Yasmina  
Holzgraf, James

After Recording Return to:  
Milica Dedijer  
PO Box 2108  
Waldport, OR 97394

AMENDED & RESTATED DECLARATION  
OF CONDITIONS, RESTRICTIONS, COVENANTS  
AND REGULATIONS

for

RAVEN'S CREEK NATURE PRESERVE

DATED November 3<sup>rd</sup>, 2022

RECITALS

1. The Property governed herein, is defined as Parcel 1, Parcel 2, and Parcel 3 of the Partition Plat 2022-1, recorded February 03, 2022, record of Lincoln County where a 1.69-acre portion of Parcel 1 is currently owned by MILICA DEDIJER excepting therefrom any portion of the historical .69-acre Parcel 2 of the Partition Plat 1996-26 recorded May 13, 1996, Records of Lincoln County, which is owned by YASMINA DEDIJER-SMALL and JAMES W HOLZGRAF. Parcel 2 and Parcel 3 of the Partition Plat 2022-1, recorded February 03, 2022, is owned by MILICA DEDIJER.

- 1.1 On January 1<sup>st</sup>, 2005, Declarant recorded a Declaration of Conditions Restrictions, Covenants and Regulations for Raven's Creek by Design in Lincoln County (Recording No. 200500189) affecting land described as Partition Plat 2004-23 ("2005 Declaration").
- 1.2 Parcel two (2) OF THE 2005 Declaration was a replat by Partition recorded at Book 2018, Page 4 on April 17, 2018 ("2018 Replat").
- 1.3 A Declaration of Conditions Restrictions, Covenants and Regulations affecting the 2018 Replat was recorded on February 13, 2020, in Lincoln County, Oregon, Recording No. 2020-01568 ("2020 Declaration"). That document amended and supplanted the 2005 Declaration only for the property contained in the 2018 Replat.
- 1.4 An Amendment and Restatement to the 2020 Declaration was recorded on March 4, 2022, in Lincoln County, Oregon, Recording No. 2020-02382.
- 1.5 This document is an Amendment and Restatement to the 2020 Recording No. 2020-02382 Declaration and only pertains to the newly recorded Parcel 1, Parcel 2 and Parcel 3 of Partition Plat 2022-1, recorded February 03, 2022.

2. Said property, Raven's Creek Nature Preserve, is located in a unique geographical and environmental setting and to enhance and protect the value of the land and the lots affected hereby, owner desires to provide a set of conditions, restrictions, covenants, and regulations to control the improvements upon and the use of the lots within said partition. The purpose of the restrictions is to assist the owners to live in harmony with each other and their natural surroundings. This will enhance the value of the lots and benefit all subsequent owners thereof.

## DECLARATION

MILICA DEDIJER, YASMINA DEDIJER-SMALL, AND JAMES W HOLZGRAF, hereinafter referred to as "Declarants" do hereby declare and establish that all parcels in Partition Plat 2022-1, hereinafter referred to as the "Subject Property" shall be held, sold and conveyed on and subject to the conditions, restrictions, covenants and regulations hereinafter set forth all of which shall run with the title to said lots, shall be binding upon all persons having or acquiring any right, title or interest in and to said lots, and all persons claiming under them, and shall be binding upon and inure to the benefit of and be limitations upon all future owners and their successors and permitted assigns of said lots therein.

### I.

## RESTRICTIONS ON USE

The hereinafter set forth potential uses of property are, by this Declaration, eliminated and therefor prohibited outright on any lot or portion thereof in the Partition:

1. Pesticide/Herbicide Restrictions: There is absolutely no application of synthetic non-organic fertilizers, pesticides or herbicides (Roundup, Miracle-Gro, rat/mouse/mole poisons, etc.) allowed on any parcel. These pesticides and herbicides have a direct negative impact on the surrounding flora and fauna and will not be allowed.
2. Animals: No animals or livestock of any kind whatsoever shall be raised, bred, or kept, except dogs, cats, other normal household pets, provided that such household pets are not kept, bred, or maintained for any commercial purpose. There is an exception for poultry being raised for eggs for the household only, not commercial use. Household pets shall be reasonably controlled so as not to be a nuisance to other lot owners and managed to prevent the following non-exhaustive list of problems: barking dogs; pet excrement; pets trespassing upon other's property or harassing persons or other animals.
3. Commerce: No Commercial, trade, or any similar activity shall be carried on upon any lot or parcel, or within or upon the site improvements situated thereon. However, professional, and home-based cottage industry is permitted so long as it does not generate more than 5 extra vehicle trips per day.
4. Parking/Storage: Parking of boats, utility trailers, motorcycle(s), truck campers, motor homes, toy haulers, and any other similar recreations vehicles shall not be allowed on any parcel except within the Improvement Area of the parcel.
5. Refuse: No part of any parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste except in sanitary containers.

6. Fires: No exterior fires shall be permitted on any lot other than a barbecue fire contained within receptacles therefor. No burning of waste/garbage is permitted.
7. Firearms: No discharge of firearms is allowed.
8. Fireworks/Explosives: No fireworks or Explosives are permitted to be deployed on any section of any parcel.
9. No Off-Road Travel: Travel by any motorized vehicle is not permitted off road nor on any trail.

Definition of "Site Improvement": The term "site improvement" within this document includes any permanent structure, including dwellings, cold frames, greenhouse, accessory or outbuildings, roads, driveways, parking and recreation areas, stairs and decks, and pet enclosures (which the enclosures shall not exceed 150 square feet). Not included within this definition are items which are not of permanent nature, including portable plant containers, hose reels, tree stakes, portable barbecues, patio furniture or perimeter frames for garden areas, and fruit trees.

## II.

### SITE IMPROVEMENT CONDITIONS

Any alteration or improvement of any nature whatsoever to be performed or performed upon any of the subject Property shall be subject to the following conditions:

1. Parcel 1: Has an existing dwelling and will follow any Lincoln County building codes if creating an outcropping building and/or addition to the existing structure.
2. Parcel 2: Parcel 2 of Partition Plat 2022-1, recorded Feb. 2022 in Lincoln County, Oregon shall have no more than one single family dwelling. The building floor area shall not exceed 3,000 square feet. The dwelling and site improvement area is defined on Exhibit A.1 and shall not exceed 12,000 square feet.
3. Parcel 3: Parcel 3 of Partition Plat 2022-1, recorded Feb. 2022 in Lincoln County, Oregon shall have no more than one single family dwelling. The building floor area shall not exceed 1,620 square feet. The dwelling and site improvement area is defined on Exhibit A.1 and shall not exceed 6,000 square feet.
4. ARCHITECT: Any new construction, additions, or outcroppings must use an Oregon licensed architect to maintain the integrity of the existing Raven's Creek Nature Preserve and surrounding dwellings as well the integrity of the natural environment.

5. Utilities: All utilities to any dwelling or accessory building, including power, natural gas, telephone, cable television and Internet shall be located underground.
6. Fences: No fences shall be constructed outside of the improvement area for any parcel. Any fencing material must be cedar wood and is not to be stained or finished so as to blend with the surrounding nature. The cedar fencing will naturally grey in color over time. All fences shall be limited to 42 inches in height to the top rails or boards; there shall be a 16-inch minimum height between the ground and the bottom rail or board.
7. Mineral Development: No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted on or in any lot nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot.
8. Driveways: The driveway established as of the date of this document are not to be relocated or expanded.
9. Drainage: In constructing any site improvement of any nature whatsoever upon a given parcel, all construction shall be undertaken and completed in a fashion such that surface water drainage shall be controlled and channeled to appropriate collection areas upon said lot or parcel. There shall be no diversion of surface drainage water from one lot to or across another lot without the written consent of the adjacent property owner. There shall be no discharge directly into Raven's Creek nor Jacob's Creek, nor to any riparian area from any improvement area.
10. Grading/Excavation: No grading or excavation shall be allowed on any building site or otherwise, except in accordance with the principle that only the grading or excavation easement areas are not negatively impacted. Further, within the improvement area no ground cover is to be disturbed outside the area measured **5-feet** from the outer edge of any building envelope.

### III.

#### NATURE PRESERVE CONSERVATION AREA

Each parcel of Partition Plat 2022-1 is subject to Raven's Creek Nature Preserve Conservation area hereby established, and which is described as all areas outside the designated site improvement area of a Parcel, said site improvement areas depicted on Exhibit A and A.1. Significant trees to be protected are depicted on Exhibit A.1. The purpose of the conservation area is to restrict any development, grading or excavation and to encourage protection and restoration within the nature preserve. Existing driveways for vehicular access to an improvement area shall be allowed to cross the designated conservation area. Within the conservation area, certain vegetation controls apply as set forth in Section 11 below.

**11. Vegetation Protection, Including Conservation Easement:**

- 11.1. The intent herein, is to protect and preserve the native indigenous landscape consistent with the values expressed in the National Wilderness Preservation Act of 1964. The native landscape and topography of any area within the designated conservation easement shall not be disturbed and may only be vegetated with native plant species. Restoration of the conservation easement areas shall be based upon the science and standards adopted by the Mid-Coast Watershed Council (MCWC), provided such standards are not inconsistent with the provisions of this declaration.
- 11.2. The owner of any Parcel shall control and remove any plant species designated by the State of Oregon as a noxious plant species, as well as ivy, Wax Myrtle, shore pine and scotch broom regardless of State of Oregon designation. Removal and disposal shall be done in a manner recommended by the best available science and to the extent possible, by organic methods. The use of herbicides and pesticides within the conservation easement boundaries shall not be allowed, and in no event may such chemicals be used near Raven's Creek nor near Jacob's Creek. No structures are allowed within the conservation easement area.
- 11.3. No owner may cause or allow the removal or damage of the native trees and plants outside the improvement areas except as otherwise allowed within this declaration.
- 11.4. No owner shall cause or allow the manipulation or alteration of natural water courses, nor the filling excavation or removal of soil in or near a riparian area.
- 11.5. No owner shall cause or allow filling, excavating or removal of topsoil except in the improvement area.
- 11.6. Notwithstanding any other condition stated herein, damage caused inadvertently to existing ground cover, native bushes or trees within the conservation easement shall be replaced or repaired by using native species where the damage occurred. "Damage caused inadvertently" includes damage caused in a truly accidental way and not because of gross negligence nor through any intentional acts.

12. **Maintenance of Improvements and Landscaping:** Each lot owner shall maintain the grounds and improvements of the improvement area within the parcel in a clean condition, in good repair and in such a fashion so as not to create a fire hazard.

#### IV.

#### ENFORCEMENT

These conditions, restrictions, covenants, and regulations are for the benefit of the parties in interest as hereinafter defined, jointly and severally. Any fee title interest holder, land sale contract purchaser, mortgagee, or any other party similarly situated regarding an interest in the subject Property shall have the right to enforce by appropriate legal proceedings in the State Court of general jurisdiction located in Lincoln County, Oregon compliance with these conditions, restrictions, covenants, and regulations. Failure to enforce a condition, restriction, covenant, or regulation contained herein shall in no event be deemed a waiver thereof. The prevailing party in such action shall be entitled to all reasonably incurred attorneys' fees and cost as may be established by the appropriate judiciary on trial or on appeal.

V.

MISCELLANEOUS

The following miscellaneous provisions are incorporated in these conditions, restrictions, covenants, and regulations:

1. Severability: Invalidation of any one of these conditions, restrictions, covenants and regulations by judgment, other court order, legislative action or other government process shall in no way affect any other provision, and the remainder thereof shall continue in full force and effect.
2. Amendment:
  - 2.1 Declarant Retained Rights to Amend: The declarant herein reserves the right to amend this declaration within five years following the recording of this original declaration. This amendment provision shall apply only to Parcel 1, Parcel 2, and Parcel 3. Any other amendment shall require the agreement of all affected Parcel owners.
  - 2.2 Adjacent Property CCR's: It should be known that adjacent Raven's Creek Nature Preserve property, 2018 Replat, Lincoln County, Oregon, Parcel 2 has existing CCR's similar to this document and are recorded March 4<sup>th</sup> in Lincoln County, Oregon as 2020-02382. This document does not alter or affect those existing CCRs.
  - 2.3 Binding on Heirs/Successors: This declaration runs with the land and is binding on the heirs and any successors on interest therein for an initial period of 30 years and is binding for successive 30-year periods unless on any said 30-year anniversary, the parties agree to amend or revoke this declaration.

IN WITNESS WHEREOF the declarant has executed this document to be effective the day and year first above written.

*Milica Dedijer*

Milica Dedijer

*Yasmina Dedijer-Small*

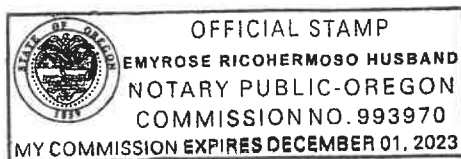
Yasmina Dedijer-Small

*James W. Holzgraf*

James W. Holzgraf

STATE OF OREGON     )  
  ) ss.  
County of Lincoln     )

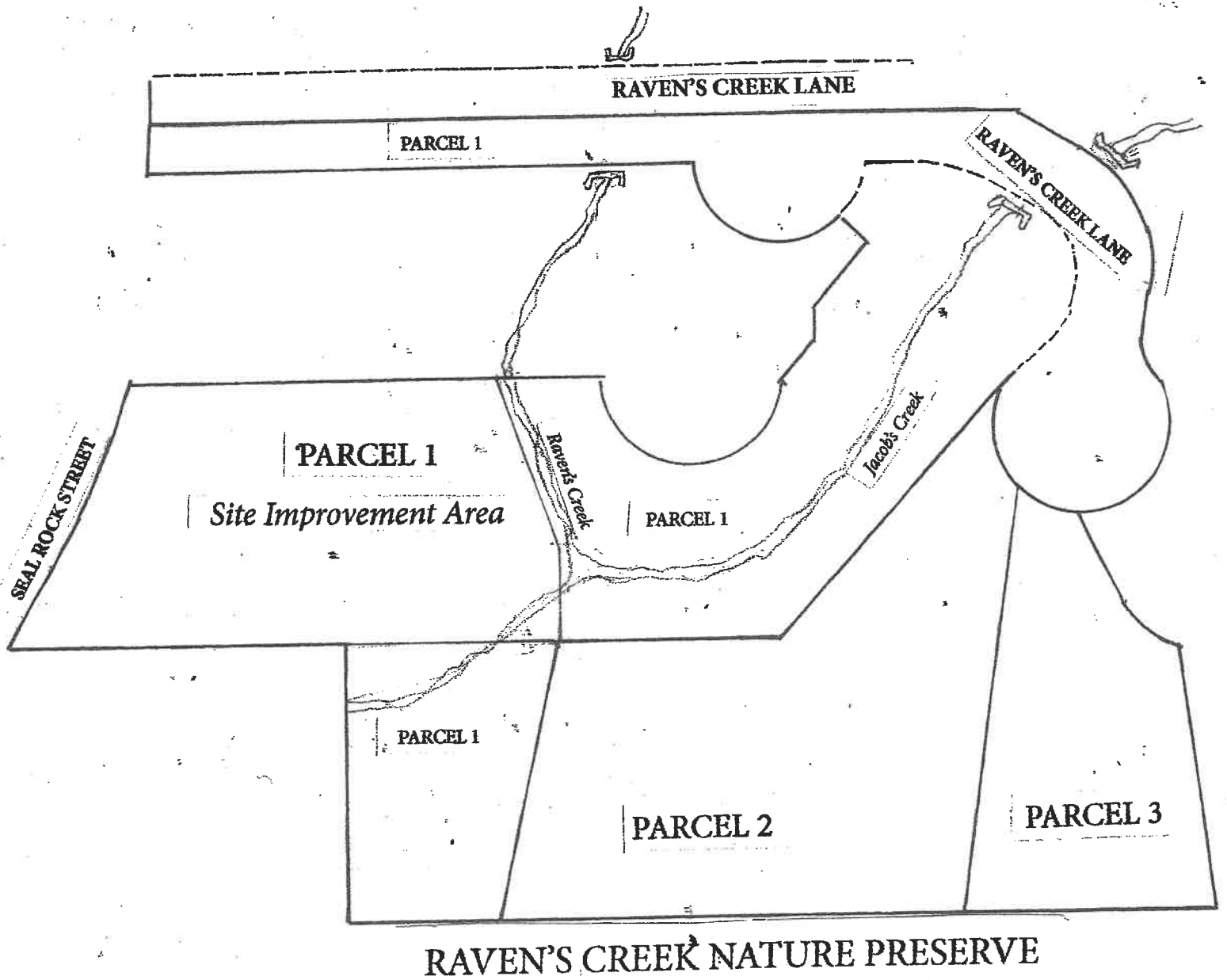
On the 3rd day of November 2022, personally appeared Milica Dedijer, Yasmina Dedijer-Small, and James W. Holzgraf, Declarants, and acknowledged the foregoing instrument to be her voluntary act and deed.



*Emyrose Ricohermoso*  
\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: 12/01/2023

# EXHIBIT A



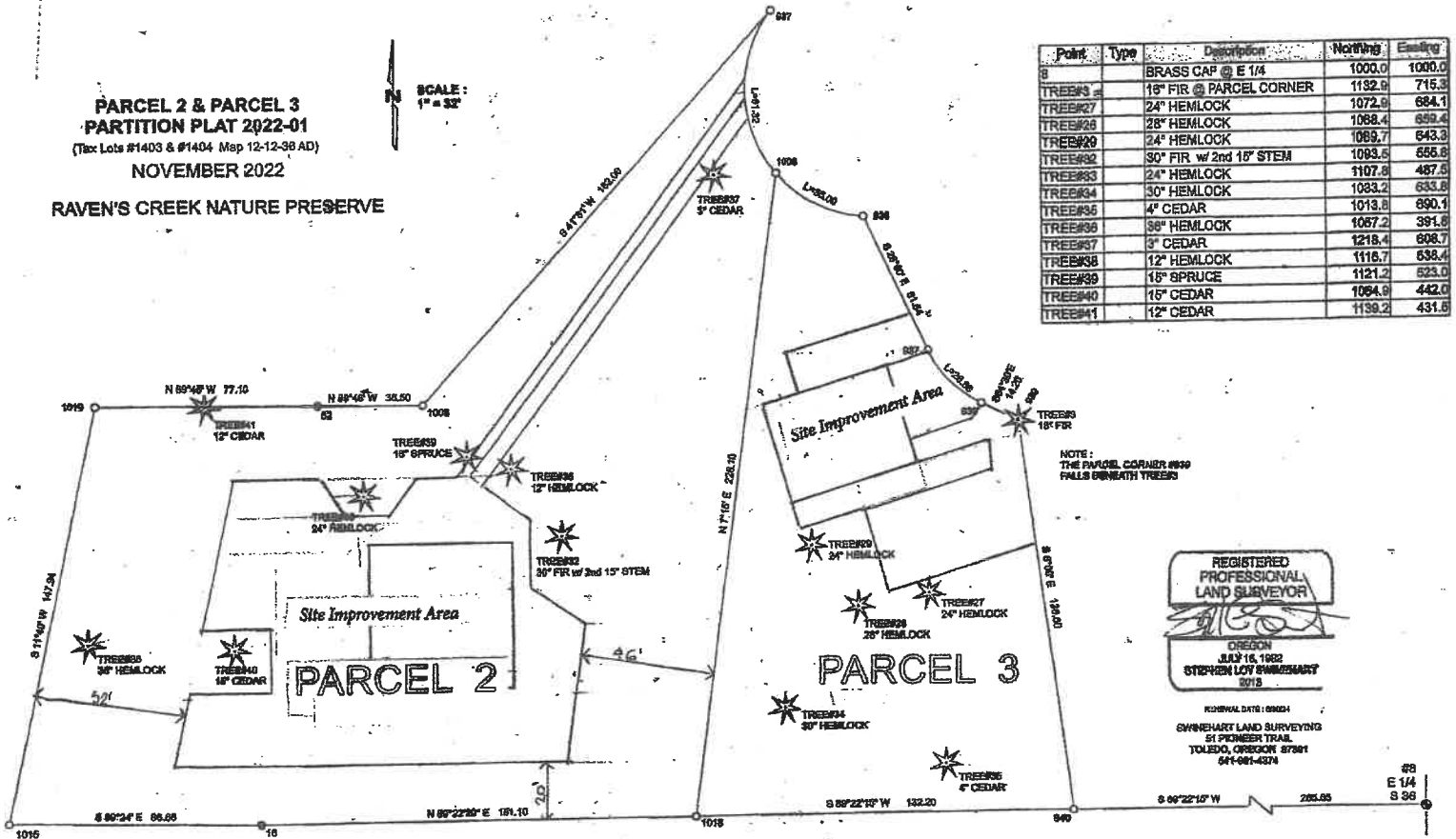


# EXHIBIT A.1

**PARCEL 2 & PARCEL 3  
PARTITION PLAT 2022-01**  
(Tax Lots #1403 & #1404 Map 12-12-38 AD)  
NOVEMBER 2022

RAVEN'S CREEK NATURE PRESERVE

SCALE:  
1" = 32'



Point	Type	Description	Nothing	Existing
8		BRASS CAP @ E 1/4	1000.0	1000.0
TREE#25		18" FIR @ PARCEL CORNER	1132.9	715.3
TREE#27		24" HEMLOCK	1072.9	684.1
TREE#28		28" HEMLOCK	1068.4	659.4
TREE#29		24" HEMLOCK	1069.7	643.3
TREE#30		30" FIR w/ 2nd 15" STEM	1083.5	555.8
TREE#33		24" HEMLOCK	1107.8	487.5
TREE#34		30" HEMLOCK	1083.2	633.8
TREE#35		4" CEDAR	1013.8	890.1
TREE#36		36" HEMLOCK	1087.2	391.8
TREE#37		3" CEDAR	1218.4	608.7
TREE#38		12" HEMLOCK	1115.7	638.4
TREE#39		18" SPRUCE	1121.2	523.0
TREE#40		15" CEDAR	1094.9	442.0
TREE#41		12" CEDAR	1139.2	431.8

NOTE:  
THE PARCEL CORNER #89  
FALLS BENEATH TREES

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*[Signature]*  
OREGON  
JULY 16, 1982  
STEPHEN LOY HANNAHART  
0715

RENEWAL DATE: 09/24  
SHANAHAN LAND SURVEYING  
51 PIONEER TRAIL  
TOLEDO, OREGON 97361  
541-681-4374