

COAST VILLAGE
AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS
AND
RESTRICTIONS

9770898
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
COAST VILLAGE

THIS AMENDED AND RESTATED DECLARATION made this 13th day of October, 1997 by Coast Village Property Owners Corporation herein "Declarant" is made with reference in the following facts, pursuant to the provisions of the Oregon Planned Community Act ORS 94.550 et. seq.

RECITALS

54590CT.17'97#07REC 180.00

A. History of Coast Village:

54590CT.17'97#07PFUND 10.00

1970: Bohemia Lumber Co. and Ted Simmaneau formed Century Park Corp. and began development of Coast Village. The first lots were sold in 1972.

1983: Coast Village Common Area was sold to Mr. and Mrs. Eldon Nordahl.

1986: Coast Village Common Area was sold to Mr. and Mrs. Alex Schumacher.

1988: Coast Village Property Owners Corporation was formed, a non-profit Corporation consisting of all private lot owners within Coast Village.

1991: Coast Village Property Owners Corporation bought the Common Area, and began managing the Planned Community as Declarant under the Declaration.

* The first Declaration of Covenants, Conditions and Restrictions was recorded on September 28, 1970 in the Official Records of Lane County, Oregon. These were amended and recorded April, 1971; April, 1972; May, 1975; May, 1982; and July, 1991.

In April, 1997 a committee was formed to rewrite the Covenants to comply with present laws and bring them up to date.

B. Coast Village recorded its original Declaration of Easements, Covenants, Conditions, and Restrictions on September 28, 1970 as instrument No. 21673, Reel 499R in

After Recording Return To:
Thomas C. Nicholson, P.C.
P.O. Box 308
Florence, OR 97439

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the Official Records of Lane County, Oregon. Amendments to the Declaration have been entered into the official Records of Lane County, Oregon as follows: Instrument No. 41900 on April 6, 1971; Instrument No. 92851 on April 4, 1972; Instrument No. 7519290 on May 19, 1975; Instrument No. 8239247 on October 7, 1982; and Instrument No. 9136012 on July 30, 1991.

- C. The Coast Village Planned Community is located within the City of Florence, Lane County, Oregon. A legal description for this entire Planned Community is attached hereto as Exhibit one (1).
- D. All Lots in Coast Village are in Private fee ownership. The Coast Village Common Area became the property of Coast Village Property Owners Corporation, an Oregon non-profit Corporation, by deed recorded on July 30, 1991 Reel # 17098 Reception # 9136008 in Lane County Official Records.
- E. The Lot Owners of Coast Village now wish to amend and restate the Declaration of Covenants, Conditions and Restrictions of Coast Village into a single updated document, superseding all previous Declarations of Covenants, Conditions and Restrictions. By this Declaration, Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, safety, repair, maintenance, restoration, improvement, and enhancement of value of Coast Village.
- F. The purpose of this Amended and Restated Declaration is to consolidate existing documents into a single updated document and to submit Coast Village Property Owners Corporation to the provisions of the Oregon Planned Community Act and subject said Planned Community into compliance with the current law, ORS 94.585.
- G. In accordance with the provisions for amending the Declaration, this instrument has been signed by Coast Village officers and approved by at least two-thirds (2/3) of the lots subject to the Declaration.

NOW THEREFORE, it is hereby declared that this Declaration shall operate for the mutual benefit of all Owners of Coast Village and shall constitute covenants to run with the land and shall be binding on all owners and the Corporation and their grantees, successors and assigns.

ARTICLE I

Definitions

In addition to other definitions provided for herein, the following terms shall have the following meanings:

- 1.0 "Architectural Review Committee:" Or "ARC" shall mean the committee appointed for the purpose of reviewing and approving architectural improvements in accordance with Coast Village Covenants and Bylaws.
- 1.1 "Articles:" Shall mean Articles of Incorporation of Coast Village Property Owners Corporation.
- 1.2 "Dues:" Dues are the assessment levied each year for operating expenses.
- 1.3 "Special Assessments:" A specified amount assessed each lot for a limited time to pay for special expenditures.
- 1.4 "Board:" Shall mean the Board of Directors of the Coast Village Property Owners Corporation.
- 1.5 "Bylaws:" Shall mean the Bylaws of Coast Village Property Owners Corporation as amended from time to time.
- 1.6 "Coast Village:" Is the name of the development and shall mean the entire development as recorded in the official records of Lane County, Oregon including all lots, common areas and additions.
- 1.7 "Common Area:" All Areas in the Coast Village Planned Community except those areas plated as private lots.
- 1.8 "Corporation:" Refers to Coast Village Property Owners Corporation (CVPOC), an Oregon non-profit Corporation, which Corporation shall carry out the directives of the Lot Owners.
- 1.9 "Declarant:" Shall mean Coast Village Property Owners Corporation (CVPOC).
- 1.10 "Declaration:" Means this Amended and Restated Declaration and any modification or amendment thereto, duly recorded in the Official Records of Lane County, Oregon.
- 1.11 "Lot:" Means any private platted lot within the Coast Village Planned Community, except Lot 32, Block 2, Coast Village First Addition and that real property described as PARCEL II in deed recorded at Reel 1489R, Reception # 8752204 in Lane County Official Records which two parcels combined shall constitute one lot hereunder (tax lots 200 and 301); and Lots 15 and 16, Block 10, Coast Village Second Addition, which two lots combined shall constitute one lot hereunder (tax lots 21900 and 22000); and Lots 14 and Lot C, Coast Village Third Addition, which two lots together shall constitute one lot; hereunder (tax lots 1907 and 1908); and Lots 12 and 13, Block 11, Coast Village Second Addition, which two lots combined

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shall constitute one lot hereunder (tax lots 16500 and 16600); and lots 40 and 41, Block 2, Coast Village Second Addition, which two lots combined shall constitute one lot hereunder (tax lots 17800 and 17900); and Lots 42 and 43, Block 2, Coast Village Second Addition, which two lots combined shall constitute one lot hereunder (tax lots 17600 and 17700); and Lots 12 and 13, Block 10, Coast Village Second Addition which two lots combined shall constitute one lot hereunder (tax lots 22200 and 22300).

- 1.12 "Member:" Shall mean a person entitled to membership in the Corporation. Membership is attendant to lot ownership within Coast Village, there being one membership per lot. (see 4.2.D for multiple ownership). Transfers of ownership of any privately held lot within Coast Village automatically transfers membership in the Corporation to the new owner of each lot.
- 1.13 "Mortgage:" And "Mortgagee" refer, respectively, to a recorded mortgage, trust deed, or contract of sale and the holder, beneficiary, or vendor of such instrument.
- 1.14 "Lot Owner:" Refers to every record owner, including a contract vendee, of a fee or undivided fee interest in every Lot within the property to which this Declaration applies, except that ownership acquired or held and intended solely as security including a vendor's interest under a Land Sale Contract, for the performance of an obligation shall not constitute ownership.
- 1.15 "Lot Representative:" On Lots with more than one Owner, a Lot representative shall be an individual designated by those owners to represent them in the transaction of all business with Coast Village, including but not limited to voting.
- 1.16 "Recreation Facilities:" Means the real and personal property improvements now existing, or hereafter constructed and placed upon the Common Area which the Board may designate for the common use of Lot Owners, including but not limited to swimming pools, laundry rooms, meeting rooms, sauna, rest rooms, etc.
- 1.17 "Planned Community:" Refers to the entire Coast Village property submitted to this Amended and Restated Declaration, and all buildings, improvements and rights located on or belonging to all.
- 1.18 "Incorporation by Reference:" Except as otherwise provided in this Amended and Restated Declaration, each of the terms used herein that are defined in ORS 94.550, the Oregon Planned Community Act, shall have the meanings set forth in such section.
- 1.19 "Utilities:" Means the original utility services furnished to each lot which are domestic water supply, sewer service, refuse collection and no other.

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- 1.20 "Dwelling Unit:" Any structure which contains sleeping and/or cooking and/or bathing facilities and which is occupied by an individual(s) for more than six (6) months in any twelve (12) month period.

ARTICLE 2

Grant of Easements and Limitations

- 2.0 Easements granted under the Declaration of September 28, 1970 shall continue and are as follows:
- A. Reserved to Declarant, a perpetual, non-exclusive easement for right-of-way purposes on, over and across the roads subject and subordinate to the installation and maintenance of equipment and facilities and underground utility services by the Declarant within the roads.
 - B. Reserved to the Declarant, a perpetual, non-exclusive easement for installation of utility connection (hook-up) facilities between the underground utility services installed within roads, to the front lot line of each lot adjacent to the roads.
 - C. Reserved to Lot Owners, a perpetual, non-exclusive right-of-way for pedestrian ingress and egress on, over and through the common area, for the use, benefit and enjoyment of the recreation facilities, which easements shall be and are appurtenant to each lot within the properties and shall automatically pass as appurtenances in each deed of conveyance of each lot. All of the foregoing is expressly subject to all existing and future conditions and limitations thereon described in this Declaration.
- 2.1 Use and Ownership of Common Area: The collective owners of each lot have an equal and undivided 1/252 interest in the common areas including the recreation facilities. All owners have the right to use recreation facilities subject to this Declaration and to any rules and regulations promulgated by the Board.
- 2.2 Limitations: Conditions and limitations upon the easements and uses described in Section 2.1 shall be as follows:
- A. The continuing right of the Board to impose reasonable rules and regulations governing the use of the common area and recreation facilities, including but not limited to the right to restrict, suspend or temporarily or permanently cancel the right of any owner to use the common area and recreation facilities

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because of a violation of those rules and regulations, and the continuing right of the Board to modify such rules and regulations.

- B. The continuing right of the Board to limit the number of guests of each Lot Owner who shall be entitled to the use of the common area and recreation facilities.
- C. The continuing right of the Board to impose reasonable charges for admission and other fees for the use of any common area and recreation facilities by any invitee of Owners including but not limited to guests, tenants, etc. for any extra or other than ordinary use of such common area and recreation facilities by owners or guests, and the continuing right of the Board to change such charges and fees from time to time.

2.3 Utilities, Rights, Duties, and Easements: All facilities for cable television service, electrical supply, water supply, sewage disposal and telephone have been installed underground. Lot Owners shall be solely responsible for any modification or replacement of utility hook-up and charges and for all other services.

- A. The Corporation shall maintain all utility installations located within the Common Area except for those arranged to be maintained by Utility companies, public or private.
- B. An easement for ingress, egress and support through the Common Area is hereby granted to the City of Florence, utilities serving Coast Village, law enforcement, fire protection, ambulance, welfare and other related agencies, their vehicles and personnel, as reasonably necessary to perform their duties. An easement for the purpose of installing, maintaining and repairing of necessary utility lines and installations on, over and through the common area and the Lots, is hereby granted to the Corporation and to all utility companies serving Coast Village, both public and private.

ARTICLE 3

Description of the Property

The property submitted to the Oregon Planned Community Act by this Amended and Restated Declaration is located in Florence, Lane County, Oregon, and is shown more particularly in the map which is attached as Exhibit Two (2). A legal description of the property is attached as Exhibit One (1).

Corporation Membership and Voting

- 4.0 Corporation Obligation: The corporation shall be obligated to manage and maintain Coast Village in accordance with Coast Village documents and all applicable laws, regulations and ordinances.
- 4.1 Membership, Transferred Membership: Each Lot shall be a member of the Corporation as described in 1.12 and shall remain a Member thereof until such time as the ownership ceases for any reason, at which time membership in the Corporation shall automatically cease. Membership in the Corporation shall not be transferred, pledged or alienated in any way except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to a new Owner. Any attempt to make a prohibited transfer is void. Any transfer of title to a Lot or interest in it shall operate automatically to transfer the appurtenant membership rights in the Corporation to the new Owner.
- 4.2 Voting: Each Lot shall be allocated one vote in the affairs of the Corporation. Only the Lot Representative may vote. The method of voting shall be specified in the Bylaws.
- A. The voting rights may be temporarily suspended by the Board of Directors for a delinquency in the payment of assessments, dues and utilities attributable to that Lot or as a result of a disciplinary action taken against a Lot Owner pursuant to the provisions of Coast Village documents.
 - B. Any ballot deposited in the United States mail with postage fully prepaid and addressed to the Lot Representative, shall be deemed to have been received by the Lot Representative.
 - C. Any owner of multiple lots shall have one vote per lot.
 - D. No vote for a Lot shall be cast on a fractional basis. The Lot Representative shall vote for a particular lot. It shall be conclusively presumed for all purposes that the Lot Representative was acting with the authority and consent of all other co-owners of the same lot.
- 4.3 Record Date: The Corporation shall fix in advance a date as a record date for the determination of the Members entitled to notice of and to vote at any meeting of the Corporation and entitled to cast written ballots. The record date shall not be less than ten (10) nor more than ninety (90) days prior to any meeting or taking action.

- 4.4 Membership Meetings: Regular and special meetings of the members of the corporation shall be held with the frequency, at the time and place and in accordance with the provisions of the Bylaws.
- 4.5 Board of Directors: The affairs of the Corporation shall be managed by the Board of Directors, which shall be established and which shall conduct regular and special meetings according to the provisions of the Articles and Bylaws and the applicable statutes of the State of Oregon.
- 4.6 Rights and Duties: The Corporation has such powers and duties as are granted to it by the Oregon Planned Community Act including each of the powers set forth in ORS 94.630 together with such additional powers and duties given by Coast Village documents.
- 4.7 Limitations:
- A. All Board action shall be by majority vote of the Board. The Board must approve removal of any funds from the Reserve Account. Individual Board members are prohibited from withdrawing funds from the Corporation's Reserve Account without the signatures of at least two (2) Board Members.
 - B. No compensation shall be given to Directors of the Corporation for services performed in the conductance of Board activities. The Board may, however, reimburse a Director for expenses incurred in carrying out the business of the Corporation.
 - C. Except with the approval of a majority of the lot representatives voting, the Board shall be prohibited from taking any of the following action:
 - 1. Making capital expenditures or unanticipated expenditures exceeding five percent (5%) of the annual budget.
 - 2. Selling, during any fiscal year, property of the Corporation having an aggregate fair market value greater than ten percent (10%) of the budgeted gross expenses of the Corporation for that fiscal year.
 - 3. The Board of Directors may sell, convey or subject to a security interest any portion of the common areas only pursuant to the provisions of ORS 94.655 and subject to any further limitations within this Declaration or the Bylaws.

Noncompliance and Residential Use Restrictions

- 5.0 Non Compliance: If any lot or real or personal property improvements thereon shall violate any of the provisions of this Amended and Restated Declaration or the Bylaws, the Corporation may give written notice to the owner of such lot and order the owner to correct all deficiencies and violations specified in that notice. If such matters are not corrected within thirty (30) days after such notice is given, then the Board of Directors may after giving owners an opportunity for a hearing, elect to cause such deficiencies and violations to be corrected and may charge the lot owner the reasonable cost thereof or assess the fine as stated in the Rules and Regulations. Either of the above costs shall be deemed to be additional assessments pursuant to Section 7 of this Amended and Restated Declaration and the Bylaws.
- 5.1 Residential Use: Each Lot is to be used for a single family residence only, except as stated in 5.6 and may not be divided. Additional limitations on use are contained in the Bylaws by which all owners are bound.
- 5.2 Dwelling Units:
- A. Except as otherwise provided or allowed by the Board of Directors for good cause shown, only one dwelling unit shall be allowed per lot.
 - B. As of the date of recording of this document, any Lot containing two dwelling units shall be allowed to continue until such time as a dwelling unit is unoccupied, removed or sold, after which only one dwelling unit shall be allowed.
 - C. Any new installation or replacement of a dwelling unit structure is subject to maximum age and physical condition requirements at the time of the installation as determined by the Board of Directors. Any new installation which does not have a holding tank can be no older than five years at the time of installation except as otherwise allowed by the Board of Directors. Review and appeal procedures are specified in the Bylaws. All lot development plans must be approved by the ARC before the Lot Owner requests a building permit from the City of Florence.
 - D. Dwellings of conventional construction must meet all city and other governmental building codes and requirements. This restriction will allow attractive recreational cabins or residential housing for small families that is compatible with the wooded, natural setting of Coast Village. The intent is

that permanent small dwellings may preserve the value of Coast Village for a longer duration of time.

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- 5.3 Temporary Structures: No temporary structure of any kind, including tent, truck-mounted camper, bus, shack or other out building shall be used on any individual lot at any time as a permanent residence.
- 5.4 Waste and Garbage: No garbage, brush, trash or other waste may be kept or maintained on any part of the Planned Community except in an approved container out of sight of the roadway.
- 5.5 Unpleasant Conditions and Nuisances: No noxious or offensive or unsightly conditions are permitted upon any portion of the Planned Community nor anything be done thereon which may be or may become an annoyance or nuisance.
- A. Detached tanks for propane or liquified petroleum gas or other such fuel shall be easily identifiable as ordered by the Fire Marshall. They may be camouflaged by fence, lattice fence or plants.
- 5.6 Business: No owner shall conduct any business or commercial activity necessitating customer roadway traffic within Coast Village.
- 5.7 Rentals: Owners shall register all tenants with the Coast Village business office. Each lot owner shall be financially responsible to the Corporation and to the other Lot Owners for all acts or omissions of its tenant(s), and shall indemnify the Corporation for any and all harms the Corporation may suffer as a result of the tenant(s) acts or omissions, including its related attorney fees and costs incurred.
- A. The above-described expenses relating to tenants if not paid by the Owner when due after written notice shall automatically become a lien on the Owner's Lot.
- 5.8 Motor Bikes: Motorbikes, motorcycles or similar vehicles shall not be allowed to operate in Coast Village.
- 5.9 Speed Limit: Speed limit on all roads is ten (10) miles per hour.
- 5.10 Burning: A city permit is required for refuse burning of any kind.
- A. Each Lot Owner may have and operate a barbecue or fireplace of ordinary domestic proportions. No fire shall be left unattended at any time.
- B. All barbecue and fireplace areas shall have sufficient clearance from vegetation and other combustible material to prevent any escape of fire.

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- C.. All fires shall be conducted in the approximate center of a fireproof platform constructed of concrete or of sand and gravel of a depth of not less than six (6) inches and extending not less than four (4) feet in all directions of an active fire.
- 5.11 Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that household pets may be kept, provided the animal is not kept, bread or maintained for commercial purpose. The owner of a pet permitted hereunder shall keep it on a leash or keep it confined to the Lot at all times.
- 5.12 Signs: Except as needed by the Corporation, no sign or other advertising device of any character shall be placed or erected on any lot or maintained upon any part of the properties, except identification signs.
- 5.13 Fences: No fence, gate or similar structure may be constructed or placed on any Lot without the prior written approval of the Board of Directors and Architectural Review Committee.

ARTICLE 6

Corporation of Lot Owners

- 6.0 Organization: The Corporation of Lot Owners is organized as an Oregon non-profit Corporation to serve as a means through which the Corporation of Lot Owners may take action with respect to the administration, management, and operation of the Planned Community. The name of this Corporation is Coast Village Property Owners Corporation.
- 6.1 Board of Directors: The affairs of the Corporation shall be governed by the Board of Directors as provided in the Bylaws and Articles of Incorporation.
- 6.2 Powers and Duties: The Corporation has such powers and duties as are granted to it by the powers set forth in ORS 94.630, together with such additional powers and duties afforded by this Amended and Restated Declaration and Bylaws.
- 6.3 Adoption of the Bylaws and Designation of Manager: Upon the execution and filing of the Declaration, the Corporation shall adopt Bylaws for the Corporation.
- A. The Board of Directors of the Corporation may hire a manager, managing agent or maintenance supervisor for the Corporation.

ARTICLE 7

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Assessments/Dues

7.0 Lien and Personal Obligation for Assessments: All Lot Owners shall be obliged to pay common expenses assessed to them by the Board of Directors on behalf of the Corporation pursuant to this Declaration. Assessments may not be waived due to limited or non-use of common property. Until paid, all assessments shall be continuing lien upon the lot against which such assessments are levied and shall also be a personal obligation of the Owners of such Lot at the time the assessment become due. If any Lot is owned by more than one Owner, then the assessments shall be the joint and several obligation of each Owner.

7.1 Enclosure of Liens for Unpaid Assessments: In any suit brought by the Corporation to foreclose a lien on a Lot because of unpaid assessments as provided by the Oregon Planned Community Act, the Lot Owner shall be required to pay their assessment for the Lot during the pendency of the suit; and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect such rental.

A. The Board of Directors, acting on behalf of the Corporation, shall have the power to purchase such Lot at the foreclosure sale and to acquire, hold, lease, or mortgage such lot.

B. The personal obligation shall not pass to the successors in title to a Lot unless expressly assumed, but the lien shall remain an encumbrance until paid.

C. The lien shall be subordinate to mortgage or trust deed liens.

D. The assessment rate shall be uniform for all lots. Lots which the Corporation owns are exempt.

E. The percentage assessed per assessment paying Lot shall be the total number of assessment paying lots (excluding those owned by the Corporation) divided into one hundred (100). For example, if there are 252 assessment paying Lots at Coast Village, then each Lots' share would be .397% of the assessments.

7.2 Purposes of Assessments: The assessments shall provide revenue to be used for the following purposes:

A. Operating Capital: Payment of necessary operating expenses incurred in the management and operation of the Coast Village common area and facilities and providing the services which the Corporation is obligated to provide to the

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Lot Owners, including payment of taxes, insurance, administration, maintenance and repairs and other expenses as are reasonable and necessary in the proper management and operation of Coast Village.

B. **Debt Retirement:** Payment of debt including interest incurred or assumed in connection with the purchase by the Corporation of the Coast Village common area, including both real and personal property. The authority granted under this paragraph is limited to the Corporation and shall not extend to any successor declarant.

C. **Reserves:** A portion of the common expense collected from each Lot Owner shall be placed in an account separate from the general operating account in accordance with ORS 94.595. This separate account is to be used as a reserve account for major maintenance and replacement of the common property all or part of which would normally require replacement in more than three (3) or less than thirty (30) years from the time the budget is determined by the Board of Directors.

1. The Reserve Account shall be used only for the purposes outlined in this section, provided, however, that the Board of Directors may borrow funds from the reserve account to meet other temporary expenses which will later be paid from assessments, special assessments or maintenance fees.

2. Assessments paid into the Reserve Account shall be the property of the Corporation and are not refundable to sellers of Lots. Sellers of Lots may treat their outstanding share of the Reserve Account as a separate item in any agreement for the sale of their Lot.

7.3 Assessment Authority: The Corporation's Board of Directors shall have the power to levy assessments for the purposes specified in this Article.

7.4 Determination of Assessments/Dues: The Board of Directors shall, at least annually, prepare a budget for the Corporation, estimate the common expenses expected to be incurred, less any previous over-assessment, and assess the common expenses to each Lot in the proportion set forth in this Article. "Common expenses" shall mean all those costs and expenditures contemplated in paragraph 7.2 above. All annual assessments for operating capital shall be on a fiscal year basis.

7.5 Assessment Due Date: The Corporation will determine the amount of each annual assessment and provide written notice thereof to each Lot representative not less than thirty (30) days prior to the beginning of each assessment year. The assessment may be paid annually on or before January 1, which is the due date or, it may be paid

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monthly or quarterly, in which case payments shall be due on the first day of the month or quarter.

- A. The Corporate fiscal year shall be July 1st through June 30th.
- B. Corporate assessment year shall be January 1st through December 31st.

7.6 Default in Payment of Common Expenses: In the event of default by any Lot Owner in paying to the Corporation the assessed common expenses and any special assessments, such Lot Owner shall be liable for late payment charges at the rate of nine percent (9%) per annum on such common expenses from the due date thereof or at such greater rate as may be established by the Board of Directors, from time to time, not to exceed the maximum lawful rate, if any. In addition the defaulting Owner(s) shall pay any other reasonable late charge established by the Board of Directors from time to time, together with all expenses including attorneys' fees (whether or not suit is instituted, and at trial or any appeal therefrom). The Board of Directors shall have the right and duty to recover for the Corporation such common expenses together with such charges, interest and expenses of any proceedings, including attorney fees by action brought against such Owner(s) or by foreclosure of the lien upon the Lot granted by the Oregon Planned Community Act.

- A. A suit or action to recover a money judgement for unpaid common expenses shall be maintainable at the Corporation's option without foreclosing the liens securing the same.

7.8 Responsibility for Common Area Damage: The Cost and expense of repair or replacement of any portion of the Common Area resulting from the willful or negligent act of any Owner, his/her tenants, family, guests or invitees shall be, in addition to the party at fault, the responsibility of such Owner. The Corporation shall cause such repairs and replacements to be made and individually charge the cost thereof to such Owner, including any legal or court fees incurred.

- A. If payment for said damage is not received by the Corporation within thirty (30) days of written notice, then the amount of the expense of repair and replacement plus any legal or court fees incurred and other reasonable expenses shall be a lien on the Owner's Lot and subject to the default remedies provided above for common area expenses as well as to any other remedies available in law or in equity.

ARTICLE 8

De-Annexation

- 8.0 De-Annexation: There shall be no de-annexation of any Common Property or individual lots of Coast Village unless approved by seventy-five (75) percent of the voting representatives and the full one hundred (100) percent of each lot representative involved with de-annexation.

ARTICLE 9

General Provisions

- 9.0 Enforcement: The Corporation or any lot representative shall have the right to enforce compliance with Coast Village Declaration or the Bylaws in any manner provided by law or in equity, including without limitation, the right to enforce Coast Village Declarations or the Bylaws by bringing an action for damages.
- A. All enforcement powers of the Corporation shall be cumulative. Failure by the Corporation or any Owner to enforce any covenant, lien or restriction herein contained shall in no event be deemed a waiver to the right to do so thereafter.
- 9.1 Responsibility for Legal Costs: In the event the Corporation or any owner shall employ an attorney to enforce the provisions of Coast Village Documents against any Owner, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other amounts due as provided herein.
- 9.2 Right of Entry: Right of entry shall be specified in Bylaws.
- 9.3 Encroachments: Except as otherwise allowed by the Board of Directors, no encroachments over property lines or into the greenbelt as defined in 10.2A shall be allowed. The Corporation may remove any such encroachments and assess the Lot Owner for removal costs and related administrative costs upon the Lot Owner's failure to comply with the Boards' notice to remove the same.
- 9.4 Address and Notices: A lot representative shall advise CVPOC office of their current mailing address. For all written notices which Board of Directors may elect or be required to send, notice shall be deemed to have been given when deposited in the United States mail, first class, with postage prepaid and addressed to the representative at the address shown on the records.

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9.5 Delegation of Use - Voting Rights, Notices: Any owner may delegate the rights of use and enjoyment in Coast Village to the members of the Owner's family, guest and invitees, subject however, to reasonable rules, regulations and/or charges imposed by the Corporation. However, if an Owner of a Lot has sold the lot to a contract purchaser, lessee or rented it, the Owner, the Owner's family, guests and invitees shall not be entitled to use and enjoy Coast Village while the Owner's Lot is occupied by such contract purchaser, lessee or tenant. Instead, the contract purchaser, lessee or tenant, while occupying such Lot, shall be entitled to use and enjoy Coast Village and may delegate the rights of use and enjoyment in the same manner as if such contract purchaser, lessee or tenant were the Owner during the period of their occupancy.

A. During the period of time that an Owner's Lot is occupied by contract purchaser, such contract purchaser shall have the right to exercise such Owner's voting rights in the Corporation. An Owner shall not give any lessee or tenant the right to exercise such Owner's vote.

B. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of Owners. Each Owner shall notify the Coast

Village business office of the names of any contract purchaser, lessee or tenant of such Owner's Lot.

ARTICLE 10

Architectural Standards

10.0 Zoning Regulations: Coast Village is a unique "Planned Unit Development" formed and operated under "Title 10" of the zoning regulations of the City of Florence, Oregon. Development of Coast Village is controlled by the standards and restrictions of the "single family residential district" except where higher standards or specific variances from the "Title 10" restrictions are stated in the Amended and Restated Declaration and Bylaws.

10.1 Purpose: Every Lot Owner, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article.

10.2 Design Standards: The following design standards shall apply to Coast Village:

A. Greenbelt: The primary design feature which makes Coast Village a unique Planned Community is the specifications of greenbelts to serve as a visual screen and to protect privacy between adjacent lots. Side and rear setbacks are to be developed and maintained as greenbelts. Greenbelts may not be

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used for lot development, storage or lot access other than emergency. Greenbelts are generally determined by the setback requirements. Greenbelt vegetation shall not be disturbed or removed on any lot within five (5) feet from the side and back property lines. The greenbelt must be fostered and maintained. Driveways are excluded. A two (2) foot walkway between the greenbelt and dwelling unit must be kept cleared by order of the Fire Marshall.

- B. **Excavation and Drainage:** No excavation shall be undertaken nor the natural drainage of water over any lot from adjoining or other Lots be deterred or altered by a Lot Owner without prior written approval from the Board of Directors and the City of Florence.
- C. **Design Restrictions:** Building heights shall be limited to one story of a maximum of sixteen (16) feet.
- D. **Driveways:** Driveways, parking areas, and access ways may not infringe on side or rear greenbelts. When a Lot Owner elects to pave the driveway across the Common Property between the street pavement and the Lot line, the Lot Owner shall assume responsibility for any increased costs required to locate, install, and maintain covered utility lines.
- E. **Lot Coverage:** Maximum lot coverage limits are the same as those specified in the City of Florence zoning regulations for both the "Single Family Residential District (RS)" and the "Mobile Home Residential District (RMH)."
 - 1. **Enclosed Structures:** The maximum coverage by all enclosed structures shall not exceed thirty-five percent (35%) of the Lot.
 - 2. **Total Developed Coverage:** The maximum coverage by all structures, driveways, parking areas and access ways shall not exceed sixty-five percent (65%) of the Lot area.

ARTICLE 11

AMENDMENT

- 11. **Approval Required:** Pursuant to ORS 94.590, the Corporation may amend this Declaration and the plat only by an affirmative vote of at least seventy-five percent (75%) of the total votes in the Planned Community. In no event shall an amendment under this Article increase the number of Lots or change the boundaries of any Lot or any uses to which any Lot is restricted unless the Owners of the affected Lots unanimously consent to the amendment.

9770898

- 11.1 Execution and Recordation: An amendment shall not be effective until certified by the President and Secretary of the Corporation and recorded as required by law.

ARTICLE 12

Miscellaneous Provisions

- 12.0 Severability: Invalidation of any term or provision herein by judgement or Court order shall not affect any other provisions which shall remain in full force and effect.
- 12.1 Disclaimer: Declarant expressly disclaims any responsibility to furnish any protection or other service not stated herein. Specifically, but without limitation, Declarant shall have no responsibility to furnish police protection or other security precautions or fire protection.

COAST VILLAGE PROPERTY OWNERS CORPORATION

By Chris Lampropoulos
Chris Lampropoulos, President

By Norma Ostrom
Norma Ostrom, Secretary

THE UNDERSIGNED PRESIDENT AND SECRETARY of the Corporation hereby affirm that the attached signatures are those of Lot Owners owning at least two-thirds (2/3) of all lots subject to the Declaration of Covenants, Conditions and Restrictions of Coast Village.

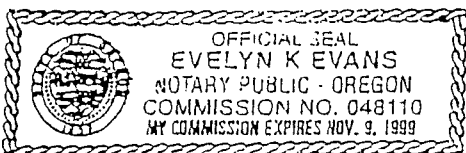
Dated this 13th day of October, 1997.

President Chris Lampropoulos Secretary Norma Ostrom

STATE OF OREGON)
) ss.
County of Lane)

This instrument was acknowledged before me on this 13th day of October 1997
by Chris Lampropoulos as President of Coast Village Property Owners
Corporation and Norma Ostrom as Secretary of Coast Village Property
Owners Corporation.

Evelyn K. Evans
NOTARY PUBLIC FOR THE STATE OF OREGON
My Commission Expires: 11-9-1999



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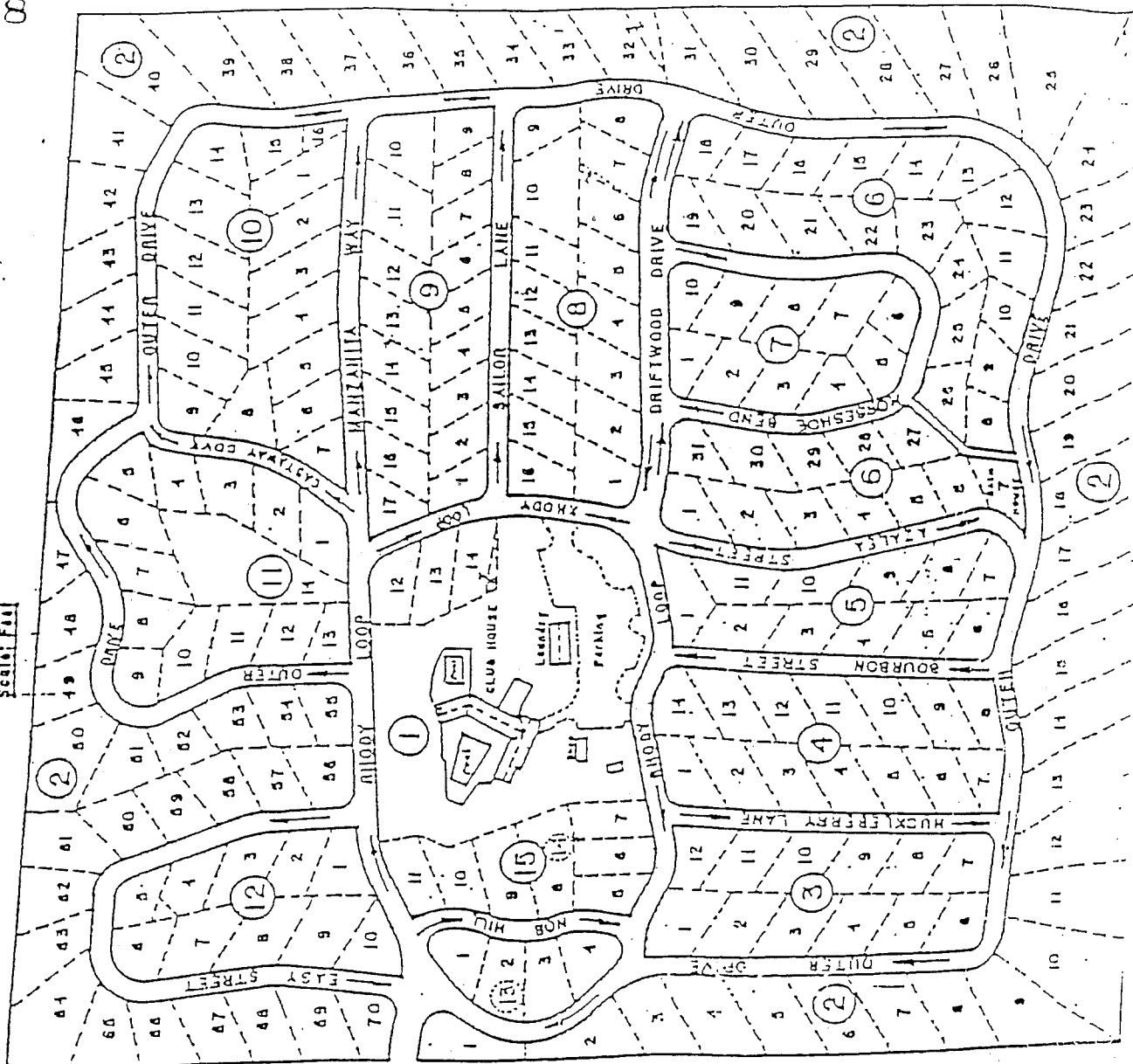
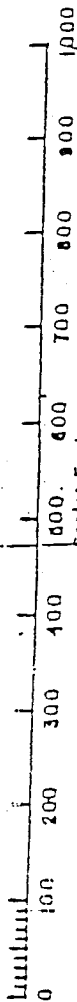
EXHIBIT 1

Description of the Property

All lots, streets and common areas in the following: **COAST VILLAGE**, as platted and recorded in Book 58, Page 24, Lane County Oregon Plat Records; **COAST VILLAGE FIRST ADDITION**, as platted and recorded in Book 59, Page 12, Lane County Oregon Plat Records; **COAST VILLAGE SECOND ADDITION**, as platted and recorded in Book 61, Page 26, Lane County Oregon Plat Records; **COAST VILLAGE THIRD ADDITION**, as platted and recorded in Book 68, Page 13, Lane County Oregon Plat Records; **COAST VILLAGE FOURTH ADDITION**, as platted and recorded in File 73, Slide 540, Lane county Oregon Plat Records; all in Lane County, Oregon.

9770898

COAST VILLAGE



STREET

29th.

STREET

28th.

STREET

27th.

STREET

26th.

NOTES:

1. BLOCK (14) WAS FILED IN LAKE COUNTY MARCH 10, 1975 WITH HQ BLOCK NUMBER.
2. BLOCK (15) WAS FILED IN LAKE COUNTY OCT. 7, 1922 AS BLOCK (13) LOTS 1 THRU 4 AND BLOCK (14) LOTS 5 THRU 14.
3. THE FILINGS ARE USED FOR LEGAL DESCRIPTIONS. THE DESIGNATED BLOCKS (14) & (15) ARE USED FOR ADDRESS PURPOSES BASED ON HISTORIC USE BY THE PROPERTY OWNERS.
4. ONE WAY VEHICLE TRAFFIC:
5. TWO WAY VEHICLE TRAFFIC:

IDE TO BLOCKS & LOTS [14]

After Recording Return To:
Gregory B. Coxey
Vial Fotheringham LLP
17355 SW Boones Ferry Rd., Suite A
Lake Oswego, OR 97035

Lane County Clerk
Lane County Deeds and Records

2022-030550



\$97.00

02032281202200305500030037

07/12/2022 10:38:37 AM

RPR-AMEN Cnt=1 Pgs=3 Stn=15 CASHIER 02
\$15.00 \$10.00 \$11.00 \$61.00

**FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF COAST VILLAGE**

The Amended and Restated Declaration of Covenants, Conditions and Restrictions of Coast Village was recorded in the Deed Records of Lane County, Oregon on October 17, 1997, as Document No. 9770898 ("Declaration"). This First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of Coast Village ("Amendment") is made effective June 11th, 2022, by the Coast Village Property Owners Corporation, an Oregon nonprofit corporation (the "Association").

RECITALS

WHEREAS, Section 6 of Chapter 67, Oregon Laws 2021 (House Bill 2534), as amended by Chapter 367, Oregon Laws 2021 (House Bill 3041), requires an association of a planned community to review each governing document currently binding on the Association or the lots or lot owners within the Association and to amend or restate each document as necessary to remove all restrictions against the use of the Association or the lots not allowed under ORS 93.270 (2);

WHEREAS, under Section 6, Chapter 67, Oregon Laws 2021, as amended by Chapter 367, Oregon Laws 2021, the Board of Directors of the Association ("Board of Directors") has reviewed the governing documents currently binding on the Association or the lots or lot owners within the Association and determined that an amendment to the Declaration is necessary to ensure compliance with House Bill 2534 and House Bill 3041;

WHEREAS, at the meeting of the Board of Directors held June 11th, 2022, the Board of Directors voted to authorize and direct the President and the Secretary to execute this Amendment and cause it to be recorded in the Deed Records of Lane County, Oregon under Section 6, Chapter 67, Oregon Laws 2021.

AMENDMENT

NOW, THEREFORE, the Declaration is hereby amended as follows:

The Declaration, Article 5, Section 5.1 is deleted in its entirety and replaced with the following:

5.1 Residential Use: Each Lot is to be used for a residence only, except as stated in 5.6, and may not be divided. Additional limitations on use are contained in the Bylaws by which all owners are bound.

The Declaration, Article 12, Section 12.2 is added in its entirety:

12.2 Gender: As used herein, the masculine, feminine, and neuter shall each include all gender identities, as the context requires.

///

The undersigned President and Secretary of the Coast Village Property Owners Corporation hereby certify that the foregoing Amendment is made under Section 6 of Chapter 67, Oregon Laws 2021 (House Bill 2534), as amended by Chapter 367, Oregon Laws 2021 (House Bill 3041, collectively "House Bills") and this Amendment does not change the Declaration except as required under the House Bills and as may be necessary to correct scriveners' errors or to conform format and style. All other provisions of the Declaration remain unmodified and in full force and effect.

Dated: June 14, 2022

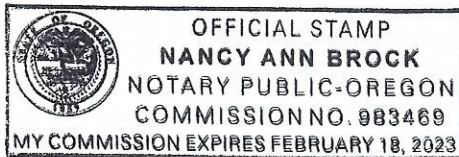
COAST VILLAGE PROPERTY OWNERS
CORPORATION, an Oregon nonprofit corporation

By: [Signature]

Coast Village PO, President

By: [Signature]

Coast Village PO, Secretary



STATE OF OREGON)
County of Lane) ss.

June 14th, 2022

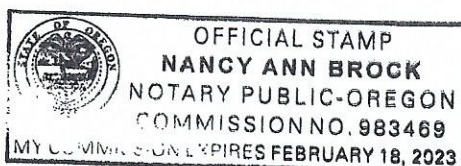
Personally appeared before me the above-named Jay Guettler who, being duly sworn, did say that he is the President of Coast Village Property Owners Corporation, an Oregon nonprofit corporation, and that said instrument was signed on behalf of said Association by authority of its Board of Directors and acknowledged said instrument to be its voluntary act and deed.

Nancy A Brock
Notary Public for Oregon

STATE OF OREGON)
County of Lane) ss.

June 14th, 2022

Personally appeared before me the above-named Thomas Brunette Jr. who, being duly sworn, did say that he is the Secretary of Coast Village Property Owners Corporation, an Oregon nonprofit corporation, and that said instrument was signed on behalf of said Association by authority of its Board of Directors and acknowledged said instrument to be its voluntary act and deed.



Nancy A Brock
Notary Public for Oregon