





## SEA CREST PHASE ONE

AT OTTER ROCK  
A REPLAT OF OTTER VILLAGE, A PORTION OF GOV. LOT 4  
IN THE SOUTH 1/2 SEC. 29 AND A PORTION OF GOV. LOT 1  
IN THE NORTH 1/2 SEC. 32, T.9S., R.11W., W.M.,  
LINCOLN COUNTY, OREGON  
SCALE: 1 INCH = 50 FEET  
DATE: DECEMBER 1988

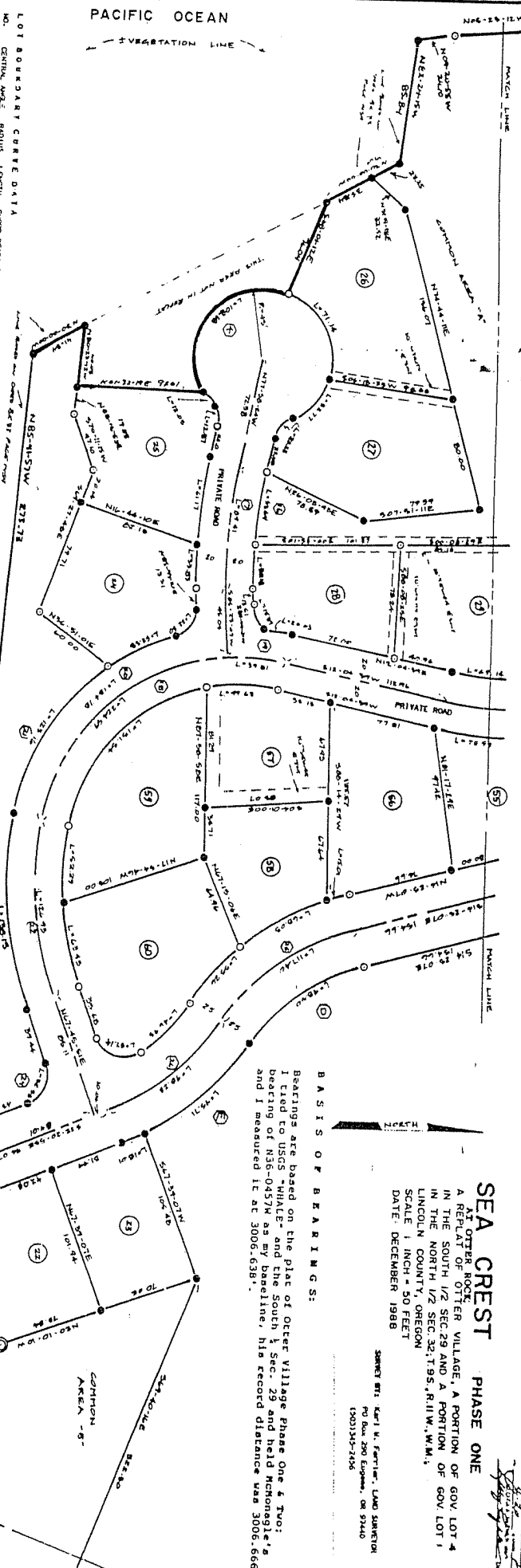
SURVEY BY: Keri W. Farrier, LAND SURVEYOR  
PO Box 260 Eugene, OR 97440  
(503) 345-7456

## BASIS OF BEARINGS:

Bearings are based on the plat of Otter Village Phase One & Two:  
I tied to "JACKSON WHALE" and the South 1/2 Sec. 29 and held northwesterly's  
bearing of N36-0437W as my baseline, his record distance was 3006.666'  
and I measured it at 3006.638'.

PACIFIC OCEAN

± VEGETATION LINE



## LOT BOUNDARY CORRE DATA

| NO. | CENTRAL ANGLE | RADIUS | LENGTH | CHORD BEARING | CHORD |
|-----|---------------|--------|--------|---------------|-------|
| 15  | 15-35-46      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 16  | 08-36-03      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 17  | 02-30-43      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 18  | 19-46-09      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 19  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 20  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 21  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 22  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 23  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 24  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 25  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 26  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 27  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 28  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 29  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 30  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 31  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 32  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 33  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 34  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 35  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 36  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 37  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 38  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 39  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 40  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 41  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 42  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 43  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 44  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 45  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 46  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 47  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 48  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 49  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 50  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 51  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 52  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 53  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 54  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 55  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 56  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 57  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 58  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 59  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 60  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 61  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 62  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 63  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 64  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 65  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 66  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 67  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 68  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 69  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 70  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 71  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 72  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 73  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 74  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 75  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 76  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 77  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 78  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 79  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 80  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 81  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 82  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 83  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 84  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 85  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 86  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 87  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 88  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 89  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 90  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 91  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 92  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 93  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 94  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 95  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 96  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 97  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 98  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 99  | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 100 | 05-18-39      | 300.00 | 10.13  | N05-23-11W    | 91.08 |

## CENTERLINE AND COMMON AREA CORRE DATA

| NO. | CENTRAL ANGLE | RADIUS | LENGTH | CHORD BEARING | CHORD |
|-----|---------------|--------|--------|---------------|-------|
| 16  | 10-14-43      | 300.00 | 10.13  | S02-43-41E    | 91.08 |
| 17  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 18  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 19  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 20  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 21  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 22  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 23  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 24  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 25  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 26  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 27  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 28  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 29  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 30  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 31  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 32  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 33  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 34  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 35  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 36  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 37  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 38  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 39  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
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| 43  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 44  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 45  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 46  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 47  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 48  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 49  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 50  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
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| 52  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 53  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 54  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 55  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 56  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 57  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 58  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 59  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 60  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 61  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 62  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 63  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 64  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 65  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 66  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 67  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 68  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 69  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 70  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 71  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 72  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 73  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 74  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 75  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 76  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 77  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 78  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 79  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 80  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 81  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 82  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 83  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 84  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 85  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 86  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 87  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 88  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 89  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 90  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 91  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 92  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 93  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 94  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 95  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 96  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 97  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 98  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 99  | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |
| 100 | 16-00-32      | 300.00 | 10.13  | N05-23-11W    | 91.08 |

# SEA CREST AT OTTER ROCK, A REPLAT OF OTTER VILLAGE

Book 4 Page 49C

FILED  
MAY 8 1989

## BASIS OF BEARINGS:

Bearings are based on the plat of Otter Village Phase One & Two:  
Platted to the 1/2 Sec. 29 and the South 1/2 Sec. 29 and the North 1/2 Sec. 29  
of T. 33S. R. 10E. S. 31E. by the same surveyor, his record distance was 3006.666' and I measured it at 3006.638'.

## SEA CREST PHASE ONE

A REPLAT OF OTTER VILLAGE, A PORTION OF GOV. LOT 4  
IN THE SOUTH 1/2 SEC. 29 AND A PORTION OF GOV. LOT 1  
IN THE NORTH 1/2 SEC. 29, T. 33S., R. 10E., S. 31E.,  
LINCOLN COUNTY, OREGON  
SCALE 1" = 50 FEET  
DATE: DECEMBER 1988

SURVEY BY: C. W. W. LAND SURVEYOR  
P.O. Box 200 Eugene, OR 97140  
(503) 245-2125

## LEGEND AND NOTES

1. SET 1/2" X 24" GALVANIZED IRON PIPE WITH YELLOW PLASTIC CAP MARKED "L-2209".
2. INITIAL POINT SET 2" X 30" GALVANIZED IRON PIPE WITH 3/4" X 30" IRON ROD AND CAP INSIDE.
3. INDICATES 5/8" IRON RODS SET BY MEASUREMENT IN HIS SURVEY OF OTTER VILLAGE PHASE ONE, SINCE THIS PORTION OF THE REPLAT OF OTTER VILLAGE IS NOT COVERED BY A BLANKET EASEMENT FOR SANITARY SEWER, FACILITIES, DRAINAGE FACILITIES, PORTABLE WATER SUPPLY, AND UTILITIES.
4. COMMON AREAS A & B SHALL BE COVERED BY A BLANKET EASEMENT FOR SANITARY SEWER, FACILITIES, DRAINAGE FACILITIES, PORTABLE WATER SUPPLY, AND UTILITIES.
5. INDICATES 5/8" IRON ROD WITH ALUMINUM CAP MARKED STATE PARKS 1 SEC. 29A21, 1-35, N. 11W., W.M., INDICATES 10' SEWER OR UTILITY EASEMENT AS SHOWN.

NOTE: 1. ALL RODS WITHIN THE PLAT OF SEA CREST ARE PRIVATE RODS.  
2. ALL FRONT AND BACK LINES ARE TO HAVE A 10' WIDE EASEMENT FOR ROADS, S.W.T., SANITARY SEWERS, DRAINAGE FACILITIES, PORTABLE WATER SUPPLY, AND UTILITIES.  
3. COMMON AREAS A & B SHALL BE COVERED BY A BLANKET EASEMENT FOR SANITARY SEWER, FACILITIES, DRAINAGE FACILITIES, PORTABLE WATER SUPPLY, AND UTILITIES.  
4. INDICATES 5/8" IRON ROD WITH ALUMINUM CAP MARKED STATE PARKS 1 SEC. 29A21, 1-35, N. 11W., W.M., INDICATES 10' SEWER OR UTILITY EASEMENT AS SHOWN.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
K. W. W.

CREW  
K. W. W.  
K. W. W.

## PLAT BOARDER CURVE DATA

| NO. | CENTRAL ANGLE | RADIUS | LENGTH | CURVE BEARING | CURVE  |
|-----|---------------|--------|--------|---------------|--------|
| 1   | 27-31-37      | 324.43 | 140.69 | N87-10-10E    | 139.36 |
| 2   | 62-00-25      | 128.79 | 191.09 | N62-38-25W    | 174.04 |
| 3   | 67-28-15      | 26.21  | 45.00  | N79-52-13W    | 42.44  |
| 4   | 54-10-20      | 150.37 | 186.54 | S54-18-20W    | 179.25 |
| 5   | 1-43-12-26    | 189.15 | 149.25 | S33-49-31W    | 145.41 |

## LOT BOARDER CURVE DATA

| NO. | CENTRAL ANGLE | RADIUS | LENGTH | CURVE BEARING | CURVE |
|-----|---------------|--------|--------|---------------|-------|
| 1   | 22-11-10      | 129.16 | 50.01  | N21-18-53E    | 49.70 |
| 2   | 13-05-29      | 220.37 | 51.06  | N16-43-02E    | 56.94 |
| 3   | 99-53-47      | 20.00  | 34.75  | N69-49-53W    | 30.34 |
| 4   | 145-42-16     | 63.67  | 56.44  | S66-44-53W    | 60.54 |
| 5   | 37-42-47      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 6   | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 7   | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 8   | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 9   | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 10  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 11  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 12  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 13  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 14  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 15  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 16  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 17  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 18  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 19  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 20  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 21  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 22  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 23  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 24  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 25  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 26  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 27  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 28  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 29  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 30  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 31  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 32  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 33  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 34  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 35  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 36  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 37  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 38  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 39  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 40  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 41  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 42  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 43  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 44  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |
| 45  | 10-15-39      | 390.00 | 62.61  | S71-54-09W    | 62.63 |

## CENTERLINE AND COMMON AREA CURVE DATA

| NO. | CENTRAL ANGLE | RADIUS | LENGTH | CURVE BEARING | CURVE  |
|-----|---------------|--------|--------|---------------|--------|
| 1   | 67-28-15      | 26.21  | 45.00  | N79-52-13W    | 42.44  |
| 2   | 62-00-25      | 128.79 | 191.09 | N62-38-25W    | 174.04 |
| 3   | 27-31-37      | 324.43 | 140.69 | N87-10-10E    | 139.36 |
| 4   | 1-43-12-26    | 189.15 | 149.25 | S33-49-31W    | 145.41 |
| 5   | 54-10-20      | 150.37 | 186.54 | S54-18-20W    | 179.25 |
| 6   | 67-28-15      | 26.21  | 45.00  | N79-52-13W    | 42.44  |
| 7   | 62-00-25      | 128.79 | 191.09 | N62-38-25W    | 174.04 |
| 8   | 27-31-37      | 324.43 | 140.69 | N87-10-10E    | 139.36 |
| 9   | 1-43-12-26    | 189.15 | 149.25 | S33-49-31W    | 145.41 |
| 10  | 54-10-20      | 150.37 | 186.54 | S54-18-20W    | 179.25 |
| 11  | 67-28-15      | 26.21  | 45.00  | N79-52-13W    | 42.44  |
| 12  | 62-00-25      | 128.79 | 191.09 | N62-38-25W    | 174.04 |
| 13  | 27-31-37      | 324.43 | 140.69 | N87-10-10E    | 139.36 |
| 14  | 1-43-12-26    | 189.15 | 149.25 | S33-49-31W    | 145.41 |
| 15  | 54-10-20      | 150.37 | 186.54 | S54-18-20W    | 179.25 |
| 16  | 67-28-15      | 26.21  | 45.00  | N79-52-13W    | 42.44  |
| 17  | 62-00-25      | 128.79 | 191.09 | N62-38-25W    | 174.04 |
| 18  | 27-31-37      | 324.43 | 140.69 | N87-10-10E    | 139.36 |
| 19  | 1-43-12-26    | 189.15 | 149.25 | S33-49-31W    | 145.41 |
| 20  | 54-10-20      | 150.37 | 186.54 | S54-18-20W    | 179.25 |
| 21  | 67-28-15      | 26.21  | 45.00  | N79-52-13W    | 42.44  |
| 22  | 62-00-25      | 128.79 | 191.09 | N62-38-25W    | 174.04 |
| 23  | 27-31-37      | 324.43 | 140.69 | N87-10-10E    | 139.36 |
| 24  | 1-43-12-26    | 189.15 | 149.25 | S33-49-31W    | 145.41 |
| 25  | 54-10-20      | 150.37 | 186.54 | S54-18-20W    | 179.25 |
| 26  | 67-28-15      | 26.21  | 45.00  | N79-52-13W    | 42.44  |
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| 28  | 27-31-37      | 324.43 | 140.69 | N87-10-10E    | 139.36 |
| 29  | 1-43-12-26    | 189.15 | 149.25 | S33-49-31W    | 145.41 |
| 30  | 54-10-20      | 150.37 | 186.54 | S54-18-20W    | 179.25 |
| 31  | 67-28-15      | 26.21  | 45.00  | N79-52-13W    | 42.44  |
| 32  | 62-00-25      | 128.79 | 191.09 | N62-38-25W    | 174.04 |
| 33  | 27-31-37      | 324.43 | 140.69 | N87-10-10E    | 139.36 |
| 34  | 1-43-12-26    | 189.15 | 149.25 | S33-49-31W    | 145.41 |
| 35  | 54-10-20      | 150.37 | 186.54 | S54-18-20W    | 179.25 |
| 36  | 67-28-15      | 26.21  | 45.00  | N79-52-13W    | 42.44  |
| 37  | 62-00-25      | 128.79 | 191.09 | N62-38-25W    | 174.04 |
| 38  | 27-31-37      | 324.43 | 140.69 | N87-10-10E    | 139.36 |
| 39  | 1-43-12-26    | 189.15 | 149.25 | S33-49-31W    | 145.41 |
| 40  | 54-10-20      | 150.37 | 186.54 | S54-18-20W    | 179.25 |
| 41  | 67-28-15      | 26.21  | 45.00  | N79-52-13W    | 42.44  |
| 42  | 62-00-25      | 128.79 | 191.09 | N62-38-25W    | 174.04 |
| 43  | 27-31-37      | 324.43 | 140.69 | N87-10-10E    | 139.36 |
| 44  | 1-43-12-26    | 189.15 | 149.25 | S33-49-31W    | 145.41 |
| 45  | 54-10-20      | 150.37 | 186.54 | S54-18-20W    | 179.25 |

Book 14 Page 49D

FILED  
AUG 8 1988  
[Signature]

# SURVEY NARRATIVE

**SURVEY FOR:**  
FIRST AUGUST FINANCIAL, CO., 333 STATE ST., SUITE V-121,  
LAKE OSWEGO, OR 97034

**SURVEY BY:**  
KARL W. FERRIER, LS 2209, PO BOX 290, EUGENE, OR 97440  
(503)345-2456

**DATE:**  
APRIL - DECEMBER, 1988

**EQUIPMENT USED:**  
LEITZ/SOKKISHA EDM, #78324 and LUFKIN 100' CHAIN

**BASIS OF BEARINGS:**  
BEARINGS ARE BASED ON THE PLAT OF OTTER VILLAGE PHASE ONE & TWO,  
I TIED TO RUSSELL WEALE AND THE SOUTH 1/4 SEC. 29 AND BELD MONUMENTS,  
BEARING OF N36-00-00" E 317.81' AS MY BASELINE, HIS RECORD DISTANCE WAS  
3006.66' AND I MEASURED IT AT 3006.638'.

**PURPOSE:**  
REPLAT OTTER VILLAGE PHASE ONE & TWO AND CHANGE NAME TO  
SEA CREST AT OTTER ROCK, A REPLAT OF OTTER VILLAGE;  
LOCATED IN A PORTION OF GOV. LOT 4 IN THE SOUTH 1/4 OF SEC. 29,  
AND A PORTION OF GOV. LOT 1 IN THE NORTH 1/4 OF SEC. 32, T. 9S.,  
R. 11E., S.W.1/4, LINCOLN COUNTY, OREGON. THIS PORTION OF THE REPLAT  
IS PHASE ONE.

## PROCEDURE:

I ACCEPTED THE PREVIOUS SURVEYS OF WILLIAM MONAGLE AND  
THOMAS BURTON, WHO SURVEYED THE ORIGINAL PLATS OF OTTER VILLAGE  
PHASE ONE AND TWO, RESPECTIVELY AND INCORPORATE BY REFERENCE  
HEREIN THOSE TWO ABOVE-NAMED SURVEYS. NO PLAT BOUNDARIES WERE  
CHANGED EXCEPT FOR THAT PORTION EAST OF THE MAIN PRIVATE ROAD  
WHICH MAY BE UTILIZED IN SEA CREST PHASE TWO, AND WHERE A  
SPLITTER CORNER RESULTED IN THAT BOUNDARY AT THE SOUTHWEST CORNER  
OF THE REPLAT TO BEYOND AND WHICH WAS CHANGED AT THE TIME OF  
RECORDING THE PLAT OF OTTER VILLAGE PHASE TWO.

I ALSO ACCEPTED THE SECTION LINE BOUNDARIES AND MONUMENTS AS  
SHOWN IN CSI 9228 AND ITS CORRECTION SURVEY CSI 9638 BY  
EDWARD GRABAM.

BASED ON THESE ABOVE-NAMED SURVEYS I SET THE NEW PLAT LOT  
CORNERS AS SHOWN IN THIS REPLAT.

I EXPRESSLY ASSUME THE LIABILITY OF THOSE MONUMENTS AS SET BY  
MONAGLE AND BURTON IN THE ABOVE-NAMED SURVEYS.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
Karl W. Ferrier  
OREGON  
Karl W. Ferrier  
LS 2209

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
Karl W. Ferrier  
OREGON  
Karl W. Ferrier  
LS 2209

Sea Crest at Otter Rock

BOOK 199 PAGE 0323

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

FIRST AUGUST FINANCIAL CO.  
as "Declarant"

and

All Property Owners of  
OTTER VILLAGE  
now known as  
SEA CREST

R E C I T A L S:

1. Otter Village Phase I and II, now known as Sea Crest pursuant to replat and Otter Woods are planned unit developments or subdivisions in Lincoln County, Oregon pursuant to plats and replats recorded therein, and Declarant is the successor in interest to Otter Rock Development Co., Inc. and Far West Federal Bank, S.B. The balance of the undersigned are all of the remaining property owners of Otter Village Phase I and II now known as Sea Crest owning the property shown opposite their signature on the last page attached hereto.

2. Declarant, with the express consent of the other property owners, has filed a Replat of Otter Village Phase I and II, which Replat has modified or changed certain of the lots originally platted and modified or changed certain of the common area, including certain of infrastructure contained therein.

3. Contemporaneously with the filing of said replat, Declarant and the undersigned do hereby make this Declaration. This Declaration is intended by Declarant and the undersigned to supercede, modify and amend all previous Declarations of Covenants, Conditions and Restrictions of Otter Rock Development Co. dated May 18, 1981, filed in Book 124, Pages 248-281, and Declaration of Covenants, Conditions and Restrictions dated June 5, 1985, filed in Book 125, Pages 433-452, Dead Records, Lincoln County, Oregon.

4. This Declaration further supersedes and renders null and void and of no further effect the Bylaws of Otter Village Association as the same were recorded in Book 124, Pages 282-297,

LINCOLN COUNTY, OREGON  
& ESCROW CO.

- 3 -

construct thereon certain recreational facilities for the use and benefit of all of the property owners in the properties.

By requiring proper maintenance and management of improvements and grounds within the common area, Declarant hopes to enable the property owners to continue to use and enjoy the common areas. Funds for the maintenance and management of the common area will be provided through assessments against the property owners in the residential developments.

1.2 LAND USE. The general plan for location of lots and areas for public or common use shall be as specified in the recorded replat for Sea Crest, and any future plat to which this Declaration is made applicable. Only residential structures, and amenities related thereto, shall be constructed or maintained in areas designated "for residential purposes only;" provided, exceptions or variances may be granted by the granting authority as provided in Section 1.13. Regulations, restrictions and conditions legally imposed by relevant government authorities and applicable to any property subject hereto shall at all times be observed. The development plan contemplates that the landscaping and exterior vistas will be generally a common and unified concept flowing across the entirety of the subdivision with minimal identification of the boundaries of individual ownerships. There shall be no access ways created from the Properties to the beach.

1.3 ARCHITECTURAL COMMITTEE. For the purposes of further assuring the development and continued existence of the Properties as an area of high standards, the Declarant reserves as herein provided the power to control the buildings, structures and other improvements and landscaping placed, erected or maintained in the Properties, as well as to make such variances and exceptions to these Conditions, Restrictions and Regulations as the Declarant or the Board of Directors shall deem necessary or proper as provided in Section 1.13. As part of that purpose, Declarant shall establish one or more Architectural Committees which shall exist with jurisdiction and authority as provided in this Section 1.3.

1.3.1 Each Committee shall govern the jurisdiction as

specified by Declarant. So long as Declarant owns any property in the Properties, Declarant may alter the jurisdiction of any existing Committee and establish such additional committees as Declarant in its sole discretion deems advisable. Each Committee shall consist of three (3) members, who may be, but need not be, owners of residential units or residents in the Properties. At all times until the Declarant shall no longer own any property in the Properties, the Declarant shall have full authority to designate and appoint each of the members of each Committee and the members, respectively, shall serve at the pleasure of the Declarant. When the Declarant shall no longer own any property in the Properties, or at an earlier time upon waiver by Declarant of its authority to designate and appoint, the jurisdiction of each Committee and each member of each Committee shall be designated and appointed by the Board of Directors of the Sea Crest Association and shall serve at the pleasure of the Board. At all such times, the Architectural Control Committee shall contain at least one member of the Homeowner's Association and one architect, although these requirements may be fulfilled by the same individual.

1.3.2 Subject to the rights of the granting authority as provided in Section 1.13, the Committee shall have the full and complete power to control every matter which affects the exterior and exterior appearance of any property in the Properties, any structure on any residential unit and the plantings, walls, fences, and structures or improvements of any other kind which may or might tend to alter in any way the nature or appearance of any residential unit site within its jurisdiction. No change or alteration of any structure or site within the jurisdiction of the Committee shall be made by any person without first having secured the written consent of the Committee.

1.4 NEW CONSTRUCTION. Before any improvement may be constructed on the Properties or any unit therein, the owner must apply for and obtain the written approval of the Architectural Committee. The Architectural Committee may require that the owner pay a fee of up to \$100 at the time of submission of the applica-



- 5 -

tion to defray the cost of processing the application.

1.4.1 The application must be submitted with:

a. A complete site plan showing lot dimensions, easements, major trees, significant topographical features, and accurate contour map, all proposed improvements, including drive-ways and walks and their location on the site, all improvements of adjoining properties and their locations, floorline elevations proposed and any existing grade modifications.

b. A preliminary floor plan and all exterior elevations showing sufficient detail to establish character of building, including siding material, roof material, window type and configuration, rafter material, facial material and size, exposed masonry or chimney material, deck material, fence or screening material and all colors (in sample form). These drawings must be submitted at a scale of not less than 1/8"=1'.

c. One complete set of plans and specifications, which set shall be left with the Committee until construction is completed;

d. A perspective drawing if the Committee deems it necessary to allow adequate review of the exterior design.

All above material shall be submitted in preliminary form by a registered architect selected from a list approved by the Architectural Control Committee. The selected architect will provide the Architectural Control Committee with a conceptual drawing showing all items outlined in Sections 1.4.1 a. and b. in sufficient detail to give the Architectural Control Committee a clear understanding of the proposed structure.

The final contracts, drawings and specifications submitted to the Architectural Control Committee, after preliminaries are approved, need not be executed by a registered architect but must match the preliminary drawings in all respects as to exterior appearance.

In the event the Committee fails to approve or disapprove the application within thirty (30) days of receipt by the Committee of all data required by it to be submitted for approval, including

- 6 -

the perspective drawing set forth in 1.4.1.e., the Committee's approval will not be required, provided, however, that all other restrictions and conditions set forth herein shall remain in full force and effect.

f. The owner of each improved residential unit shall, at the owner's expense, provide a mail box and paper box with house number and shall provide and maintain a lamp post and lamp, together with a light-sensitive or timed device that activates the lamp at dusk and deactivates it at dawn, at such locations on the unit as the Architectural Control Committee shall designate. The mail box, paper box, house number, lamp post and lamp shall be of a uniform design selected by the Committee. The owner of improved residential units shall, at his sole expense, maintain the lamp in an operable condition and keep the lamp lit from dusk of each day to dawn of the next day.

g. All exterior light fixtures at entry doors, decks, driveways or other locations on the property shall have their light source shielded from horizontal view.

1.4.2 The following criteria shall serve as general guidelines for the Committee in approving or disapproving the application. Notwithstanding these criteria, however, variances or exceptions thereto may be granted on such terms and conditions as the granting authority in its sole discretion may deem appropriate, as provided in Section 1.14.

a. Building height limitations will be as shown in the plat, Covenants and Deed Restrictions and shall be maintained, or other limitations as imposed by the Architectural Control Committee, in order to preserve view from neighboring homes of common areas or ocean views and to minimize the impact of structures on sensitive natural areas of the Properties; height limitations shall be measured from the average existing exterior grades, as defined by the Uniform Building Code. All heights shall be elevated on an individual basis as they affect other properties.

b. Building setbacks shall generally be as follows: A front yard - 20', side yard - 10', rear yards - 20',

- 7 -

however, such setback requirements may be modified or waived where property abuts common areas, or where the building envelope shall be designated to allow optimum views from other properties. Each proposal will be reviewed on the basis of its effect on other improvements in the development, both existing and anticipated.

c. All exterior chimneys should be of wood, brick, stone, or metal; a metal chimney must be of such a color as to blend in aesthetically with the residence and will be subject to approval by the Architectural Control Committee;

d. Indigenous natural wood species or brick masonry should be used for all exterior walls. All exterior sidings should be treated with preservatives of semi-transparent or solid body stains of natural earth tones. Solid body stains must be used for trim. Exterior colors must harmonize with the surrounding landscape and all colors and subject to approval by the Architectural Control Committee. Wood siding types automatically approved (preferably rough sawn or resawn textures) are as follows:

- 1 x 4 T & G cedar - applied vertically
- 1 x 6 T & G cedar - applied vertically
- 1 x 4, 6, 8 cedar - beveled siding, horizontally
- 1 x 4, 6 cedar - channel siding - vertically
- Shingles, cedar - 8" to weather
- Shakes, cedar - 8-10" to weather
- Plywood with battens, rough sawn cedar or fir battens 8"-12" on center

e. All reflective metal such as chimney stacks, flashings, exhaust vents and pipes must be coated to match or blend with surrounding materials. Aluminum windows, door frames, and skylights must be color anodized in earth tones. Steel window and door frames must be painted to match or blend with surrounding materials;

f. Wood, tile or masonry shingles shall be used as roof material, provided that the color of all tile and masonry shingles must be approved by the Architectural Control Committee;

g. No property line fencing shall be allowed,

- 8 -

however, privacy and windscreening within the normal yard setbacks may be approved where views from adjacent properties are not affected. All exterior garbage and waste storage must be screened from public view.

1.5 ALTERATION, ADDITIONS. No exterior alteration or addition, however slight, shall be made to any residential unit or premises without prior written consent of the Committee; provided, that exceptions may be granted by the granting authority as provided in Section 1.13. Without limitation on the generality of the foregoing, the term "exterior alteration" includes a change in color of paint on the exterior of any structure.

1.6 TEMPORARY STRUCTURES. No structure of temporary character (except a sales office operated by Declarant or its agent) shall be erected or maintained on any lot or building at any time, nor shall any such structure or basement, garage or trailer be used at any time for living quarters; provided, however, that a temporary structure may be maintained during such period and to such extent as may be reasonably necessary to construct on the lot an improvement approved by the Architectural Control Committee.

1.7 TRUCKS, RECREATIONAL VEHICLES, ETC. No truck, automobile or other motor vehicle shall be parked outside of a garage or on any street in the Properties. No camper, trailer, boat or recreational vehicle shall be parked on any lot or on any street except within an enclosed garage structure at a residential premises, except that Declarant may set aside and designate an area or areas on the properties for such storage and parking. Pickup trucks are considered automobiles for the purpose of this section. Nothing in this section is intended to nor does it exclude guest parking on a temporary basis only. If any truck, automobile, camper, trailer, boat, recreational vehicle or other vehicle is stored or parked in any area on the Properties or elsewhere designated for that purpose by the Architectural Committee or Declarant, such storage or parking shall be solely at the risk of the owner and neither the Declarant or any other person, firm or corporation shall have any responsibility therefore, whether or not any fee or

NOV 23 1988

charge is made or paid for the privilege of such storage or parking. Pickup trucks are considered to be automobiles for the purposes of this section.

1.8 ANIMALS. Other than a maximum of two (2) household pets, no animals or fowl shall be kept or allowed to be kept on any lot or residential unit. Household pets may not be kept, bred, or maintained for a commercial purpose. Permitted dogs, cats and other pets shall be confined to the dwelling or any enclosed rear portion of the lot, or restrained by hand-held leash and shall not be permitted to run free or otherwise to be or become a nuisance or source of annoyance to other residents.

1.9 SIGNS. No sign shall be erected or displayed upon any residential lot without prior written consent as provided in Section 1.13: provided, such permission shall not be required for one sign no larger than 6 inches by 24 inches displaying the name or address of the occupant; or for one temporary sign no larger than 18 inches by 24 inches of a previously approved design, advertising the property for sale or; or for temporary community decorations of reasonable time. Signs advertising the property for sale or rent shall be removed upon the sale or rental of the unit, and such temporary community decorations as are permitted shall be removed upon conclusion of the community project. During such period as Declarant shall own any real property in the Properties, Declarant may install such signs as it deems necessary, in its sole discretion, for identification or sale of the Properties or any lot or unit therein.

1.10 USE OF PROPERTY. No dwelling shall be used for the conduct of business or for any purpose other than residential purposes unless prior written consent is obtained. No oil or gas well, mine or quarry, or equipment therefor, and no appliance or structure for business purposes shall be located or operated on any of the Properties designated by the Architectural Committee as residential premises. Installation of drying lines or apparatus, flag poles, radio poles, exterior-mounted television antennae, exterior machinery for cooling and/or heating, and structures

detached from the dwelling unit are prohibited on buildings or residential units unless prior written consent is obtained as provided in Section 1.13. All draperies and window coverings should be of materials and colors which harmonize with the surroundings and should be chosen with consideration of neighbors and neighboring views. Garbage and other waste shall be kept in sanitary containers away from public view and regularly disposed of. Nothing shall be done which may constitute a nuisance to the neighborhood or other occupants. Burn barrels or containers for the outdoor burning of waste materials are prohibited.

1.11 LANDSCAPE AND MAINTENANCE. Landscaping of residential units shall be completed within a reasonable time after building completion but not more than 30 days and shall conform to the general pattern of others in the community as established pursuant to Section 1.2 and to such standards, if any, as may be published by the Architectural Committee. No existing tree shall be removed from the Properties unless prior written consent as provided in Section 1.13 shall have been obtained. All yards and growth thereon shall be maintained, cultivated and kept free of weeds, insects and diseases.

1.12. OCCUPANCY OF RESIDENTIAL UNITS. No residential unit on the Properties shall be occupied by any person who is not a Proprietary or Associate Member of the Sea Grant Association; provided, this restriction shall not prohibit temporary and social visitation of a residential unit by persons not so qualified to be occupants; provided further that variances from the restrictions on occupancy defined herein may be granted on such terms and conditions as the granting authority may deem appropriate, as provided in Section 1.14.

1.13 GRANT OF WAIVERS OR CONSENTS. Jurisdiction and authority to grant or extend exceptions, variances, waivers, or consents contemplated by the foregoing Sections 1.2 through 1.13 inclusive shall be exclusively in the Declarant during such period as Declarant shall own any real property in the Properties. Thereafter, the jurisdiction and authority shall be exclusively in the

Board of Directors.

2.0 PROPERTY RIGHTS IN COMMON AREA.

2.1 The term "Common Area" shall include: (a) all land in the Properties not platted as a part of a lot or site for a residential structure and not actually occupied by any part of a residential structure; and (b) all buildings, streets, roads, paths, utility lines and other improvements of whatever kind or nature, through or over any such land; and (c) any other or additional common areas or facilities in the Properties.

2.2 Appurtenant to each residential unit in the Properties shall be a nonexclusive right and easement of enjoyment to be shared in common with others in and to the Common Area, which right and easement shall pass with the title to such residential unit. The right and easement shall be subject at all times to terms and conditions of this Declaration and the Bylaws of the Sea Crest Association, and to the following provisions and limitations: -

2.2.1 The Board of Directors of Sea Crest Association shall have the right to limit the number of persons permitted to use at any one time a particular part of the Common Area.

2.2.2 The Board of Directors of Sea Crest Association shall have the right to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Board of Directors.

2.2.3 The Board of Directors of Sea Crest Association shall have the right to promulgate reasonable rules and regulations governing such rights of use and easements, from time to time, in the interest of securing maximum safe usage of the Common Area by those entitled to make use thereof without unduly infringing upon the privacy or enjoyment of the owner or occupant of any part of the Properties including, without limitation, rules restricting persons under or over designated ages from using certain portions of the Common Area during certain times, and reasonable regulations and restrictions respecting the use, parking and speed of automo-

- 12 -

biles in the Common Area. The Board of Directors and members of the Association shall have the right (but not the duty) to enforce any such rules, regulations or restrictions.

2.2.4 The Board of Directors of Sea Crest Association shall have the right by unanimous vote, to trade, transfer or encumber small portions of the Common Area (1) to assist and enable owners to improve lots which are difficult to improve because of terrain or topography, or (2) when the Board deems it necessary or in the best interest of the Association.

2.3 COMMON AREA IMPROVEMENTS. Declarant or the Sea Crest Association (through its Board of Directors) may construct improvements on the Common Area for the use, service or benefit, in common, of the members of the Association. These improvements may include an outdoor lighting system, streets, roads or roadways not accepted by any city or municipality for public maintenance or otherwise incorporated into its road system, sidewalks, footpaths or other improvements.

2.4 CONVEYANCE OF THE COMMON AREA. At such time or times as the Declarant shall deem appropriate, it may convey to the Sea Crest Association, subject to all easements and agreements of record, some or all of the Common Area; provided, that any part so conveyed shall be unencumbered by any debt encumbrance at the time of conveyance, and provided, further, that the Declarant shall convey all of the Common Area to the Association no later than the earlier of July 31, 1999 or dates: the first date on which the Declarant no longer owns any property in the Properties other than the Common Area. The Sea Crest Association shall accept each such conveyance and shall thereafter be vested with authority to govern the Area so conveyed and shall continue to be responsible to operate and maintain the Area, and the Declarant thereafter shall have no obligation or responsibility, financial or otherwise, with respect thereto.

2.5 INDIVIDUALS' RIGHT TO DELEGATE USE OF COMMON AREA. The owner(s) of any residential unit in the Properties may assign, in accordance with rules and regulations adopted from time to time



and the Bylaws of Otter Recreation Association, Inc. as the same were recorded in Book 125, Pages 453-467, Deed Records, Lincoln County, Oregon.

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS, as used herein, the term "Declarant" shall mean and refer to First August Financial Co. or its successors in interest as developer of the Properties. Properties shall mean all property located in Otter Village Phase I and II, now known as Sea Crest, a subdivision, and Otter Woods, a subdivision, Replats of which are recorded in Lincoln County, Oregon, and all other plats contiguous thereto or joined thereto by successive contiguous plats, which in the future may be recorded by Declarant, and all other lots or parcels of real property, whether or not platted, contiguous to the heretofore recorded plats, or replats, and to which these Covenants, Conditions and Restrictions are made applicable by declaration or deed reference of Declarant respecting any such plat or any such other lot or parcel; which plats, lots and parcels individually and collectively are referred to herein as the "Properties." Further as used herein, the term "residential unit" shall mean and refer to any residential lot, whether or not the lot is improved. Each and all of these Covenants, Conditions and Restrictions shall run with any land to which they are applicable and shall inure to the benefit of, be imposed upon, and pass to the successor in interest of each and all of said residential units as a servitude in favor of and enforceable by Declarant and the owner or owners of any other of such residential units.

1.0 COVENANTS, CONDITIONS AND RESTRICTIONS

1.1 OBJECTIVES. Declarant, by the Replat of Otter Village Phase I and II, now known as Sea Crest, intends to create a residential development in Lincoln County, Oregon of high standard and quality for residential purposes only. Declarant further hopes to create Otter Woods, an adjacent subdivision owned by Declarant, and may develop adjacent real property as additional residential developments. As to all of these developments, whether currently platted or to be platted and developed at a later time, Declarant believes that property owners in these properties will benefit from sharing the costs of common recreation and service facilities and intends to con-

the Board of Directors of Sea Crest Association, the owner's right of use and enjoyment of the Common Area to his tenants or guests on the property pursuant to such rules and regulations as may be prescribed from time to time by the Board of Directors of the Association.

2.6 RIGHT TO ENTER INTO AGREEMENTS WITH RESPECT TO THE USE OF THE COMMON AREA. Prior to Declarant's conveyance of the Common Area to the Association, the Declarant shall have the right to enter into agreements with other entities, individuals, and associations, including those associations which may be formed as separate homeowners associations for contiguous subdivisions or plats which in the future may be recorded by Declarant, to provide them right of use and enjoyment of the Common Area. These agreements may be on such terms as Declarant, in its sole discretion, deems appropriate. Without limitation on the foregoing, these agreements may provide for reciprocal use and maintenance of the Common Area and common area facilities or services owned or operated by those entities, individuals or associations. These agreements may be for a perpetual term or for a shorter term. Subsequent to conveyance of the Common Area to the Association, the Board of Directors shall have the right to enter into such agreements or to negotiate to modify such existing agreements as the Board in its sole discretion, deems appropriate. All such agreements shall be binding upon all members of the Association.

3.0 SEA CREST ASSOCIATION. Sea Crest Association shall be duly formed and incorporated as an Oregon nonprofit corporation. It shall be administered by an Oregon nonprofit corporation. It shall be administered by a Board of Directors pursuant to its Articles of Incorporation and its Bylaws.

3.1 MEMBERSHIP. As provided in its Articles of Incorporation and its Bylaws, Memberships in the Association consist of Class A and Class B members.

3.1.1 Class A member consists solely of Declarant.

3.1.2 Class B members are divided into two groups:

3.1.2.1 Proprietary Members. Each owner of a residential unit in the Properties, including Declarant, shall be a

Proprietary Member of the Association; provided that the purchaser(s) of a residential unit under a duly recorded land sale contract shall be deemed the "owner" of such residential unit for these purposes. Each Proprietary Member shall be entitled to one vote per residential unit owned by such member; provided that if two (2) or more Proprietary Members shall own any residential unit in any form of common ownership, the common owners collectively are entitled to one vote, and the common owners shall designate in writing filed with the secretary of the Association the name of the common owner who shall exercise the voting right for such residential unit.

The rights and privileges of a Proprietary Membership shall terminate when the holder of any such Proprietary Membership ceases to qualify as an owner, and his certificate of membership shall thereupon be void.

3.1.2.2 Associate Members. Each lessee, renter, or other occupant of a residential unit in the Properties not eligible for Proprietary Membership, but who satisfied the conditions of the Bylaws of the Association and of this Declaration respecting residence in the Properties, shall be an Associate Member, which status shall continue in effect during such period as the Associate Member shall be an authorized nonproprietary tenant of a residential unit in the Properties. Associate Membership shall carry all the rights and privileges, and shall be subject to all obligations and responsibilities of Proprietary Membership, except the right to vote. At any time an Associate Member shall cease to be a resident of the Properties, or shall become a Proprietary Member, his right and privileges as an Associate Member shall thereupon terminate.

3.1.3 Class A memberships shall terminate upon the earlier of the following: (a) the date the Class A member elects to extinguish Class A membership; (b) the first date on which the Declarant no longer owns any property in the Properties, or (c) July 31, 1999.

### 3.2 ASSESSMENTS, PURPOSE OF ASSESSMENTS, LIENS AND

## COLLECTIONS.

3.2.1 Assessments. The Association is vested with power and authority to, and shall, assess and collect from time to time from its Proprietary Members: (1) monthly assessments or charges; and (2) special assessments for capital improvements or maintenance, such assessments to be fixed, assessed and collected as hereinafter provided. Such monthly and special assessments shall be chargeable equally against the respective residential units in the Properties; provided, however, that no assessments shall be assessed on residential units while owned by Declarant until a residential structure has been constructed thereon and until said structure is occupied by a resident. Each such assessment, together with interest at the legal rate from the due date on unpaid balances of the assessment and costs and expenses, and also including a reasonable attorney's fee (whether or not suit is filed, and in event of appeal), incurred in the collection thereof, shall become a charge against the respective residential unit against which the assessment is made, which lien may be enforced in accordance with law. Each owner of a residential unit, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association each such monthly or special assessment, and each such assessment shall be a lien against the residential unit. No owner may avoid liability for the assessments provided for herein by nonuse of the community facilities by himself or any occupant of the residential unit against which the assessment is levied.

3.2.2 Purpose of Assessments. The assessments levied by the association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare and protection of the residents in the Properties and in particular for procurement and maintenance of a general liability policy insuring the Association, its members and directors, against liability arising out of any accident, occurrence or event upon or in any Common

Area, and for the repair and maintenance of the Common Area and improvements thereon, including outdoor lighting, water system, fire hydrants, drainage or storm sewer system, roads, streets, planted parkways, and for all other purposes related to the use and enjoyment of the Common Area and operation of the Association.

3.2.3 Basis of Assessments. Subject to change as hereinafter provided, the monthly assessment shall start at Thirty Dollars (\$30) per residential unit. The monthly assessment may be increased or decreased effective January 1 or July 1 of each calendar year by action of the Board of Directors of the Association.

3.2.4 Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Board of Directors may levy, effective January 1 or July 1 of each calendar year, a special assessment for the purpose of defraying in whole or in part the cost of any construction or reconstruction, repair, maintenance or replacement of any capital improvement described in the notice of the Board meeting at which such action shall be considered; provided, however, that no assessments shall be assessed on residential units while owned by Declarant until a residential structure has been constructed thereon and said structure is occupied by a resident.

3.2.5 Uniform Rate of Assessment. Unless otherwise provided by action of the Board, both monthly and special assessments shall be fixed at a uniform rate per residential unit and may be collected on a monthly basis, or such other basis as the Board shall determine. During any period when the Declarant shall own any real property in the Properties, any action of the Board of Directors fixing any assessment per residential unit shall be ineffective unless the Declarant shall in writing concur with that action. The following property shall be exempt from the paying of assessments created herein: (a) all properties expressly dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all other properties owned by the Sea Crest Association.

3.2.6 Sea Crest Association Option to Remedy

Violation. The Board of Directors, at its option, shall have the power and right at all times, after reasonable notice to the owner and any occupant, and for the account of the owner, to enter upon property to abate and correct any violation of the Conditions, Restrictions and Regulations applicable to the Properties, including without limitation the right to plant or replant, trim, cut back, remove, replace, cultivate or maintain hedges, trees, shrubs, plants or lawns; and to clean, paint, repair, replace and generally maintain the appearance of a residential unit and improvements thereon and to keep said residential unit or any building and improvement thereon in neat and good order to conform with the general attractive character of the area. Any and all expenses which may be incurred by the Association pursuant to this Section 3.2.6 shall be a charge and lien against the residential unit involved with a lien enforceable as above provided.

#### 4.0 STREETS AND ROADWAYS.

The Association shall maintain the streets and roadways within the Properties so long as the streets and roadways remain private. Notwithstanding paragraph 2.2.2 herein, upon the request of the appropriate public authorities for dedication of roadways and streets to the public, the Board of Directors shall promptly make such dedication; provided, however, that upon such dedication, the responsibility for maintenance and upkeep of the dedicated streets and roadways shall rest solely on the public authorities.

#### 5.0 EASEMENTS AND ENCROACHMENTS.

5.1 Each conveyance of land situated in the Properties made by Declarant, and by any person claiming by, through or under Declarant, shall be subject to the conditions, restrictions, covenants and regulations defined herein, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and

reciprocal easements over and across and under and through the Common Area and all other parts of the Property (excepting that any portion of the Properties which may now or hereafter be occupied by a residence, carport, garage, patio, deck or other permitted structure shall not thereafter be subject to any easement not theretofore applied to use), for the purpose of building, constructing and maintaining thereon underground or concealed electric or telephone lines, gas, water, sewer, storm drainage lines, radio or television cables or other services now or hereafter commonly supplied by public utilities or municipal or private corporations or for the purpose of constructing and maintaining on any part thereof sidewalks, driveways, roads, vehicular turning areas and parking areas. Each of said easements shall be for the benefit of all present and future owners of lots or sites in the Properties; said easements, however, shall not be unrestricted, but shall be subject to reasonable rules and regulations governing rights of use as adopted from time to time by the Board of Directors of the Association in the interest of securing maximum safe usage of said property without unduly infringing upon the rights or privacy of the owner or occupant of any part of said property.

5.2 If any residential structure located primarily on a platted lot ("dominant lot") as actually constructed shall have any portion thereof which extends over or across its lot line and encroaches on an adjacent platted lot ("servient lot") the dominant lot, and its owner, shall have a perpetual right and easement, which shall run with the dominant lot, to maintain the encroaching construction throughout the life of such construction and all replacements, and such right and easement shall be an encumbrance upon the servient lot.

5.3 The owner and occupant of a residential unit will permit access by the owner or occupant of an adjoining or adjacent site and Sea Crest Association employees or any contractor hired by the Association to slopes or drainageways on the property of the former to maintain slopes or drainage facilities for the protection and use of such adjoining or adjacent site. Each owner will not

- 19 -

block, hinder or interfere with the established drainage pattern over his land from adjoining or adjacent land.

5.4 So long as Declarant owns any property in the Properties, Declarant shall have a continuing easement over and across and under and through the Common Area for the purpose of constructing improvements on or development thereof and for the purpose of constructing improvements on or development of residential units owned by Declarant.

6.0 PARTY WALLS AND RELATED EASEMENTS.

6.1 GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction on the residential units upon the Properties and placed along the dividing line between residential units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

As a permanent easement running with the residential unit of which it is a part, and not limited in personae to the owner thereof, each residential unit sharing a party wall shall have the right to enjoy in common with the adjacent property and its owner such portion of any party wall as shall be located on property adjacent to the residential unit for purposes of support, screening or other related uses and the adjacent residential unit shall be subject and servient to such easement.

6.2 SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of the portion of a party wall not exposed to the weather shall be borne by the owner in whose residential unit the party wall is exposed.

6.3 DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice,



however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or emissions.

6.4 WEATHERPROOFING. Notwithstanding any other provisions of this Section, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

6.5 RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors in title.

6.6 ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Section, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators, and such decision shall be binding on all parties concerned.

#### 7.0 EXTERIOR MAINTENANCE

7.1 Each owner shall be responsible for maintenance, in a manner consistent with the policy of land use applicable to the Properties, of his residential unit and the improvements thereon, including appropriate care for trees, shrubs, grass, landscaped areas, walks and other exterior improvements. Damage caused by fire, flood, storm, earth movement, earthquake, riot, vandalism or other cause shall be also the responsibility of the owner responsible for maintenance and not included in any maintenance provided or furnished by the Association. The Association shall have the right, after notice to the owner, to enter upon any residential unit for the purpose of performing exterior maintenance not performed by the owner at reasonable hours on any day except Sunday.

7.2 Each owner shall be responsible for maintaining and keeping in good order and repair the interior of any building located upon residential unit owned by him.

- 21 -

7.3 In the event any owner shall fail or neglect to perform any maintenance or repair responsibility upon him imposed, the Sea Crest Association, through its Board of Directors, without obligation so to do, may undertake to perform such function, in which event the cost of such maintenance or repairs may, in the discretion of the Directors, be added to and become a part of the assessment to which the residential unit is subject, and a part of the lien enforceable with respect thereto.

#### 8.0 DECLARANT'S EASEMENT

Declarant and its agents and independent contractors shall have an easement over and upon the common area as may be reasonably necessary for the purpose of completing construction of common facilities and landscaping.

#### 9.00 RULES AND REGULATIONS

The Board of Directors may adopt, amend or repeal rules and regulations to provide for the manner in which the common area and facilities thereon shall be used. The rules and regulations will be applicable on a nondiscriminatory basis. However, provisions uniformly applicable to a class of persons, such as children of particular ages, will not be deemed discriminatory.

#### 10.0 INSURANCE

10.1 The Association shall procure and maintain the general liability policy referred in Section 3.2.2.

10.2 The owner of every building on a residential unit located upon any part of the Properties shall at all times cause the same to be insured with fire insurance with extended coverage and special form endorsements for the full replacement value thereof.

10.3 The Association may procure such other insurance as the Board of Directors deems necessary or proper, including insurance for error and omissions of directors and officers, and insurance for fire and extended coverage on Common Area improvements.

11.0 MAINTENANCE OF DRAINAGE AND STORM SEWER SYSTEM.

The Board of Directors shall cause to be maintained the drainage and storm sewer system on the Properties as that system is indicated on the recorded plats. The cost of this maintenance shall be an Association expense.

12.0 GENERAL PROVISIONS

12.1 TERMS. All of the restrictions, covenants and agreements herein contained shall apply to all residential units in the Properties and shall be binding upon all parties claiming under Declarant until January 1, 2000, at which time they shall automatically extend for successive periods of five (5) years; unless effective January 1, 2000, or at the end of any such five-year (5-year) extension, the membership of the Sea Crest Association, by two-thirds (2/3) vote of those present and voting, at a special meeting called for the purpose, shall resolve to terminate those restrictions; provided, that, with the concurrence of Declarant during such period as it shall own any real property in the Properties, the restrictions may be changed, supplanted or rescinded in any or all particulars at any time by a vote of three-fifths (3/5) of the Board of Directors of the Sea Crest Association at any regular or special meeting called for such purpose, whereupon such change shall be binding upon such owners of residential units in the Properties and their successors in interest and the occupant of such residential units; provided that no change or rescission shall prejudice or limit any easement or mortgage of record.

12.2 ENFORCEMENT. Should any covenant or restriction then in effect be violated, or should an attempt be made to violate any such covenant or restriction contained herein, any person owning a residential unit in the Properties or the Sea Crest Association, or Declarant, or its successor, may prosecute any proceedings in law or in equity to restrain or abate such violation against the responsible person. Costs and expenses incurred by the Association pursuant to Section 12.2 shall be considered as having been incurred as agent for the responsible person and shall con-

stitute a lien thereon as provided in Oregon law. In the event that the Sea Crest Association shall incur any expense in collection of past due assessments, including the foreclosure of any lien created under Paragraph 3.2.1. herein, the Association shall be entitled to recover its reasonable expenses for such collection, including such attorney's fees, costs and disbursements either before trial, or as may be awarded by any court in the trial of said foreclosure action or on appeal.

12.3 SUBORDINATION. Any breach of the covenants and restrictions contained herein, a re-entry by reason thereof, or judgment or lien resulting therefrom shall be subordinate to any mortgage or deed of trust executed prior to such breach, re-entry, judgment or lien, in good faith and for value encumbering a unit, but shall be binding upon and effective against a subsequent purchaser thereof.

A bona fide purchaser for value or mortgagee, without actual or constructive notice of an existing breach of the conditions and restrictions contained herein shall not be bound thereby; provided the Association, through its Board of Directors, may execute, acknowledge and record a Notice of Claim of Breach, setting forth the facts thereof with any monetary amount involved, description of the unit against which the lien is claimed, and name or names of the reputed owners thereof. Such notice, recorded in Lincoln County shall be public notice of such breach, and constructive notice to any subsequent purchaser, but if no action for enforcement thereof has been commenced within one hundred twenty (120) days after recording, such notice shall expire and the breach described presumed to have been remedied.

12.4 SEVERABILITY. Invalidity by judgment or decree of any one or more of these restrictive covenants herein defined or as hereafter duly amended, shall in no way affect any of the remaining provisions which shall remain in full force and effect.

- 24 -

12.5 BINDING EFFECT. The provisions contained in this Declaration, as herein defined or as hereafter duly amended, shall bind and inure to the benefit of and be enforceable by, the Declarant, the owner or owners of any residential unit in the Properties, and their respective representatives, successors or assigns.

12.6 ASSIGNMENT BY DECLARANT. Any or all rights, powers, and reservations of Declarant herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned; and upon any such corporation or association evidencing its intent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by the Declarant alone, so long as it owns any interest in any portion of the Properties.

12.7 NON-WAIVER. Failure or delay to enforce any covenant or restriction shall not be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, Declarant has executed this instrument this 14th day of June, 1988.

FIRST AUGUST FINANCIAL CO.  
a Nevada corporation

By [Signature]  
President

By [Signature]  
Secretary

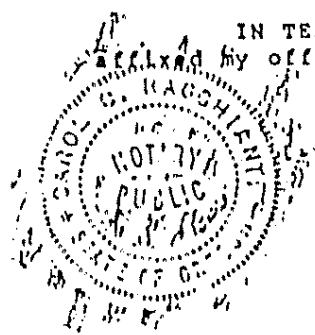
STATE OF OREGON )  
County of Clatsop ) ss.

appeared On this 16th day of June, 1988, before me  
[Signature] and \_\_\_\_\_

BOOK 199 PAGE 0347

- 25 -

*He is*  
who being duly sworn did say that they are the President and Secretary of First August Financial Co., the within named corporation and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and they acknowledged said instrument to be the free act and deed of said corporation.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Carol G. Haglund*  
NOTARY PUBLIC FOR OREGON  
My commission expires: 5/11/90

APPLICATION APPROVAL  
REPLAT APPLICATION SEA CREST

We further acknowledge that said application contains portions of the property upon which property lines may be modified or changed, including certain common area in order to best utilize the property. We hereby specifically grant unto FAPCO as developer and successor the right to modify or change the legal description, including area of any common area and lots contained in said replat known as Sea Crest and to execute any and all documents necessary to complete said replat in our names as attorney-in-fact. This limited power of attorney is limited to completion of the replat of the property known as:

All of that land lying East of the existing platted western boundary of the private road known as Otter Village Drive.

STATE OF OREGON )  
 ) ss.  
County of \_\_\_\_\_ )

NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

BOOK 199 PAGE 0349

First August Financial Co.  
333 S. State Street, V-121  
Lake Oswego, Oregon 97034

Owms the following:

Block 2, Lots 1, 2, 4, 5, 6, 7, 11, 13, 14 and 15, PHASE I,  
Otter Village.

Block 1, Lots 2, 3, 4, 5, 6, 7, 8, 9 and 10, PHASE II, Otter  
Village.

Block 2, Lots 2, 3, 4, 6, 7, 9, 10, 11, 13, 14 and 15, PHASE  
II, Otter Village.

Block 3, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, PHASE II,  
Otter Village.

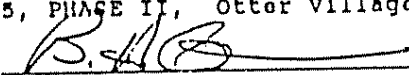
Block 4, Lots 1, 2, 3, 4, 5, 6, 7 and 8, PHASE II, Otter  
Village.

Block 5, Lots 1, 2, 4, 5, 6, 7 and 8, PHASE II, Otter  
Village.

Block 6, Lots 2, 3, 4 and 5, PHASE II, Otter Village.

Block 7, Lots 1, 2, 3, 4, 5, 6, 7, 8, 10, 11 and 12, PHASE  
II, Otter Village.

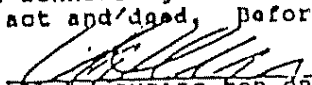
Block 8, Lots 1, 2, 3, 4 and 5, PHASE II, Otter Village.

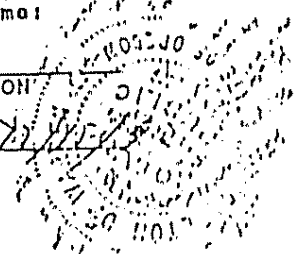
  
B. H. QUISTGARD, President

STATE OF OREGON

County of Washington

Personally appeared the above named  
B. H. Quistgard and acknowledged the foregoing in-  
strument to be his voluntary act and deed, Before me:

  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 



BOOK 109 PAGE 0350

APPLICATION APPROVAL  
REPLAT APPLICATION SEA CREST

We, the undersigned being the owners of all the property of Otter Village Phase I and II, Lincoln County, Oregon, do hereby acknowledge receipt of a copy of the application by First August Financial Co., property owner and developer of the proposed replat of Otter Village Phase I and II under the new name of Sea Crest.

We further acknowledge that said application contains portions of the property upon which property lines may be modified or changed, including certain common area in order to best utilize the property. We hereby specifically grant unto FAFCO as developer and successor the right to modify or change the legal description, including area of any common area and lots contained in said replat known as Sea Crest and to execute any and all documents necessary to complete said replat in our names as attorney-in-fact. This limited power of attorney is limited to completion of the replat of the property known as:

A portion of the Plat of Otter Village Phase II being a portion described as follows:

All of that land lying East of the existing platted western boundary of the private road known as Otter Village Drive.

Ronald K. Baudin  
Name  
Virginia K. Baudin  
Name

Lot 7, Block 6  
Lot 3 Block 5 SEA CREST  
Phase II, Otter Village  
Property Address

STATE OF OREGON )  
County of Lincoln ) ss.

Personally appeared the above named Virginia K. Baudin  
and \_\_\_\_\_ and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

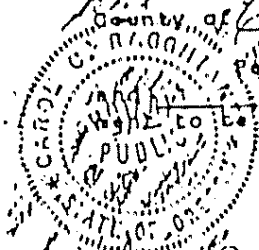
Edward W. Kazykovich  
NOTARY PUBLIC FOR OREGON  
My Commission Expires 5/11/40

BOOK 199 PAGE 0351

Ronald Baul  
Name  
Virginia K Baul  
Name

Lot 7, Block 6  
Lot 3 Block 5 SEA CREST  
Phase II Pine Village  
Property Address

STATE OF OREGON )  
County of Clatsop ) ss.



Personally appeared the above named Ronald Baul  
Virginia K Baul and acknowledged the foregoing instru-  
ment to be their voluntary act and deed. Before me:

Carol L. Hightower  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 5/11/90

Ronald Baul  
Name  
Virginia K Baul  
Name

Lot \_\_\_\_ Block \_\_\_\_ SEA CREST  
Property Address

STATE OF OREGON )  
County of \_\_\_\_\_ ) ss.

Personally appeared the above named  
and \_\_\_\_\_ and acknowledged the foregoing instru-  
ment to be their voluntary act and deed. Before me:

NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Name

Lot \_\_\_\_ Block \_\_\_\_ SEA CREST  
Property Address

STATE OF OREGON )  
County of \_\_\_\_\_ ) ss.

Personally appeared the above named  
and \_\_\_\_\_ and acknowledged the foregoing instru-  
ment to be their voluntary act and deed. Before me:

NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

BOOK 199 PAGE 0352

APPLICATION APPROVAL  
REPLAT APPLICATION SEA CREST

We, the undersigned being the owners of all the property of Otter Village Phase I and II, Lincoln County, Oregon, do hereby acknowledge receipt of a copy of the application by First August Financial Co., property owner and developer of the proposed replat of Otter Village Phase I and II under the new name of Sea Crest.

We further acknowledge that said application contains portions of the property upon which property lines may be modified or changed, including certain common area in order to best utilize the property. We hereby specifically grant unto FAPCO as developer and successor the right to modify or change the legal description, including area of any common area and lots contained in said replat known as Sea Crest and to execute any and all documents necessary to complete said replat in our names as attorney-in-fact. This limited power of attorney is limited to completion of the replat of the property known as:

A portion of the Plat of Otter Village Phase II being a portion described as follows:

All of that land lying East of the existing platted western boundary of the private road known as Otter Village Drive.

Kenneth A. Johnson  
Name  
Clarice P. Johnson  
Name

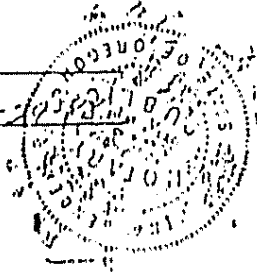
Lot 12 Block 2 SEA CREST

Phase II  
Property Address

STATE OF OREGON     )  
County of Polk     ) ss.

Personally appeared the above named Kenneth A. Johnson and Clarice P. Johnson and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Wm. Bender  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 1-20-82



BOOK 199 PAGE 0353

Kenneth A Johnson  
Name  
Cherie A Johnson  
Name

Lot 12 Block 2 SEA CREST  
Phase II  
Property Address

STATE OF OREGON )  
County of Clatsop ) ss.

Personally appeared the above named Kenneth A Johnson  
and Cherie A Johnson and acknowledged the foregoing instru-  
ment to be their voluntary act and deed. Before me:

Wanda R. [Signature]  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 1-29-00

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Name

Lot \_\_\_\_\_ Block \_\_\_\_\_ SEA CREST  
\_\_\_\_\_  
Property Address

STATE OF OREGON )  
County of \_\_\_\_\_ ) ss.

Personally appeared the above named \_\_\_\_\_  
and \_\_\_\_\_ and acknowledged the foregoing instru-  
ment to be their voluntary act and deed. Before me:

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Name

Lot \_\_\_\_\_ Block \_\_\_\_\_ SEA CREST  
\_\_\_\_\_  
Property Address

STATE OF OREGON )  
County of \_\_\_\_\_ ) ss.

Personally appeared the above named \_\_\_\_\_  
and \_\_\_\_\_ and acknowledged the foregoing instru-  
ment to be their voluntary act and deed. Before me:

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

BOOK 100 PAGE 0354

APPLICATION APPROVAL  
REPLAT APPLICATION SEA CREST

We, the undersigned being the owners of all the property of Otter Village Phase I and II, Lincoln County, Oregon, do hereby acknowledge receipt of a copy of the application by First August Financial Co., property owner and developer of the proposed replat of Otter Village Phase I and II under the new name of Sea Crest.

We further acknowledge that said application contains portions of the property upon which property lines may be modified or changed, including certain common area in order to best utilize the property. We hereby specifically grant unto FAFCO as developer and successor the right to modify or change the legal description, including area of any common area and lots contained in said replat known as Sea Crest and to execute any and all documents necessary to complete said replat in our names as attorney-in-fact. This limited power of attorney is limited to completion of the replat of the property known as:

A portion of the Plat of Otter Village Phase II being a portion described as follows:

All of that land lying East of the existing platted western boundary of the private road known as Otter Village Drive.

*Lots 1 and 5, Block 2*

Lot 1 Block 1 SEA CREST

*Block 11*

Property Address

Name

Name

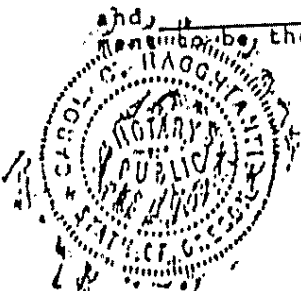
STATE OF OREGON

County of Clatsop ss.

Personally appeared the above named Arnold L. Shivers and acknowledged the foregoing instru-

and, Arnold L. Shivers by their voluntary act and deed. Before me:

Carol L. Lippincott  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 5/17/90



BOOK 100 PAGE 0355

APPLICATION APPROVAL  
REPLAT APPLICATION SEA CREST

We, the undersigned being the owners of all the property of Otter Village Phase I and II, Lincoln County, Oregon, do hereby acknowledge receipt of a copy of the application by First August Financial Co., property owner and developer of the proposed replat of Otter Village Phase I and II under the new name of Sea Crest.

We further acknowledge that said application contains portions of the property upon which property lines may be modified or changed, including certain common area in order to best utilize the property. We hereby specifically grant unto FAFCO as developer and successor the right to modify or change the legal description, including area of any common area and lots contained in said replat known as Sea Crest and to execute any and all documents necessary to complete said replat in our names as attorney-in-fact. This limited power of attorney is limited to completion of the replat of the property known as:

A portion of the Plat of Otter Village Phase II being a portion described as follows:

All of that land lying East of the existing platted western boundary of the private road known as Otter Village Drive.

*Lots 1 and 2, Block 6*

*Ralph C. Shivers*  
Name  
*Mary C. Shivers*  
Name

Lot 8 Block 2 SEA CREST  
Phase II  
Property Address

STATE OF OREGON )

County of *Clatsop* ) ss.

Personally appeared the above named *Ralph C. Shivers*  
and *Mary C. Shivers* and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

*Charles E. Rappaport*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 5/17/10



Lot 1, Block 1, BOOK 199, PAGE 0356  
Lots 1 and 5, Block 2  
Phase II

Name \_\_\_\_\_

Lot \_\_\_\_\_ Block \_\_\_\_\_ SEA CREST

Name \_\_\_\_\_

Property Address \_\_\_\_\_

STATE OF OREGON )

ss.

County of Clatsop

Personally appeared the above named Donald L. Shivers  
and acknowledged the foregoing instru-  
ment to be their voluntary act and deed. Before me:

Carol C. Ragglini  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 5/17/90

Name Ralph Stone

Name Mary C. Shivers

Lot 1, Block 2  
Lots 1 and 6, Block 6  
Lot \_\_\_\_\_ Block \_\_\_\_\_ SEA CREST

Phase II  
Property Address \_\_\_\_\_

STATE OF OREGON )

ss.

County of Clatsop

Personally appeared the above named Ralph L. Shivers  
and acknowledged the foregoing instru-  
ment to be their voluntary act and deed. Before me:

Carol C. Ragglini  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 5/17/90

Name \_\_\_\_\_

Lot \_\_\_\_\_ Block \_\_\_\_\_ SEA CREST

Name \_\_\_\_\_

Property Address \_\_\_\_\_

STATE OF OREGON )

ss.

County of \_\_\_\_\_

Personally appeared the above named \_\_\_\_\_  
and \_\_\_\_\_ and acknowledged the foregoing instru-  
ment to be their voluntary act and deed. Before me:

NOTARY PUBLIC FOR OREGON

My Commission Expires: \_\_\_\_\_

BOOK 199 PAGE 0357

APPLICATION APPROVAL  
REPLAT APPLICATION SEA CREST

We, the undersigned being the owners of all the property of Otter Village Phase I and II, Lincoln County, Oregon, do hereby acknowledge receipt of a copy of the application by First August Financial Co., property owner and developer of the proposed replat of Otter Village Phase I and II under the new name of Sea Crest..

We further acknowledge that said application contains portions of the property upon which property lines may be modified or changed, including certain common area in order to best utilize the property. We hereby specifically grant unto FAFCO as developer and successor the right to modify or change the legal description, including area of any common area and lots contained in said replat known as Sea Crest and to execute any and all documents necessary to complete said replat in our names as attorney-in-fact. This limited power of attorney is limited to completion of the replat of the property known as:

A portion of the Plat of Otter Village Phase II being a portion described as follows:

All of that land lying East of the existing platted western boundary of the private road known as Otter Village Drive.

*Lot 9, Block 7, Phase II*

*x Marshall A. Peterson*  
Name

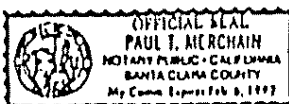
Lot 43 Block      SEA CREST

*x Joseph L. Peterson*  
Name

Property Address

*California*  
STATE OF OREGON )  
County of *SANTA CLARA* ) ss.

Personally appeared the above named *MARSHALL A. PETERSON* and *JOSEPH L. PETERSON* and acknowledged the foregoing instrument to be their voluntary act and deed. Before me *PAUL T. MERCHAIN*



*Paul T. Merchain*  
NOTARY PUBLIC FOR OREGON *California*  
My Commission Expires *Feb. 9, 1992*



WJJK 100 PAGE 0058

June 10, 1988

To Whom It May Concern:

JPA Investors is in agreement to allow the following changes to the current Otter Village I & II subdivisions:

1. Name change to Sea Crest.
2. Build proposed club house as per plan submitted by Charles H. Scrogin.
3. Install a security gate.
4. Move common area in Phase II next to Otter Village Drive from East edge of property. No change to Phase I.
5. Not allow time share units in the development.

Date:

6/10-88

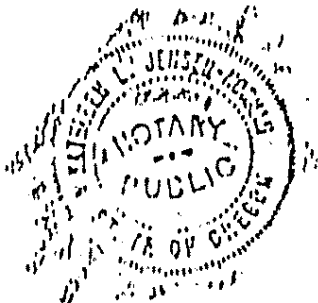
Signed:

*J. V. Alaskus, Jr.*  
J. V. Alaskus, Jr.  
For JPA Investors

*Kathleen L. Jensen-Norman*  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 3-27-92

Re: Lot 1, Block 1, and Lot 12, Block 2,  
PHASE I, Otter Village.



BOOK 199 PAGE 0359

APPLICATION APPROVAL  
REPLAT APPLICATION SEA CREST

We, the undersigned being the owners of all the property of Otter Village Phase I and II, Lincoln County, Oregon, do hereby acknowledge receipt of a copy of the application by First August Financial Co., property owner and developer of the proposed replat of Otter Village Phase I and II under the new name of Sea Crest.

We further acknowledge that said application contains portions of the property upon which property lines may be modified or changed, including certain common area in order to best utilize the property. We hereby specifically grant unto FAFCO as developer and successor the right to modify or change the legal description, including area of any common area and lots contained in said replat known as Sea Crest and to execute any and all documents necessary to complete said replat in our names as attorney-in-fact. This limited power of attorney is limited to completion of the replat of the property known as:

A portion of the Plat of Otter Village Phase II being a portion described as follows:

All of that land lying East of the existing platted western boundary of the private road known as Otter Village Drive.

William A. Love  
Name  
William A. Love  
Name  
STATE OF OREGON  
County of Lincoln

Lot 3 Block 2 SEA CREST  
Phase I  
Property Address

Personally appeared the above named William A. Love  
and \_\_\_\_\_ and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

William A. Love  
NOTARY PUBLIC FOR OREGON  
My Commission Expires July 31, 1991



BOOK 199 PAGE 0360

APPLICATION APPROVAL  
REPLAT APPLICATION SEA CREST

We, the undersigned being the owners of all the property of Otter Village Phase I and II, Lincoln County, Oregon, do hereby acknowledge receipt of a copy of the application by First August Financial Co., property owner and developer of the proposed replat of Otter Village Phase I and II under the new name of Sea Crest.

We further acknowledge that said application contains portions of the property upon which property lines may be modified or changed, including certain common area in order to best utilize the property. We hereby specifically grant unto FAFCO as developer and successor the right to modify or change the legal description, including area of any common area and lots contained in said replat known as Sea Crest and to execute any and all documents necessary to complete said replat in our names as attorney-in-fact. This limited power of attorney is limited to completion of the replat of the property known as:

A portion of the Plat of Otter Village Phase II being a portion described as follows:

All of that land lying East of the existing platted western boundary of the private road known as Otter Village Drive.

*Albany Oregon Clinic, an Oregon Limited Partnership*

In *James L. Denny* Lot \_\_\_\_\_ Block \_\_\_\_\_ SEA CREST  
Name *James L. Denny* Partner & individual

In *William E. Shook* Lot \_\_\_\_\_ Block \_\_\_\_\_ SEA CREST  
Name *William E. Shook* Partner & individual  
Property Address \_\_\_\_\_

STATE OF OREGON }  
County of *Lin* } ss.

Personally appeared the above named *James L. Denny, C. Grand Loria*  
and *Wm. E. Shook* and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

NOTARY PUBLIC FOR OREGON  
My Commission Expires: *5/19/89*

BOOK 199 PAGE 0361

Name Rosalie Byrnes  
Name Walter A. Carlson

Lot \_\_\_\_ Block \_\_\_\_ SEA CREST

Property Address

STATE OF OREGON }  
County of Lin } ss.

Personally appeared the above named Rosalie Byrnes  
and Walter A. Carlson and acknowledged the foregoing instru-  
ment to be their voluntary act and deed. Before me:

NOTARY PUBLIC FOR OREGON  
My Commission Expires: 5/19/89

Name \_\_\_\_\_  
Name \_\_\_\_\_

Re: Lots 2, 3, 4, 5, 6, 7, Block 1,  
Phase 1  
Lots 8, 9 & 10, Block 2, Phase 1

STATE OF OREGON }  
County of \_\_\_\_\_ } ss.

Personally appear  
and \_\_\_\_\_  
ment to be their voluntary

Name \_\_\_\_\_  
Name \_\_\_\_\_

Lot \_\_\_\_ Block \_\_\_\_ SEA CREST

Property Address

STATE OF OREGON }  
County of \_\_\_\_\_ } ss.

Personally appeared the above named  
and \_\_\_\_\_ and acknowledged  
ment to be their voluntary act and deed.

STATE OF OREGON } ss.  
I, Thomas A. McIlwain, County Clerk, in and for said county, do hereby certify  
that the within instrument was recorded for record, and recorded in the  
Book of Records \_\_\_\_\_  
of said county of Oregon, Oregon.  
Date November 23, 1978 Page 323  
Witness my hand and seal of said office at \_\_\_\_\_  
this 20th day of November, 1978.  
Thomas A. McIlwain  
County Clerk

106 106

TRANSFER OF RIGHTS AS DECLARANT

THIS TRANSFER OF RIGHTS AS DECLARANT is executed this 2nd day of AUGUST, 1995, by First August Financial Co., a Nevada corporation ("FAFCO"), and Equitable Capital Group Ltd. III Limited Partnership ("Equitable").

FAFCO hereby transfers and assigns all its rights and interest as Declarant, as set out and defined in the Declaration of Covenants, Conditions, and Restrictions, including the terms and provisions thereof, recorded November 23, 1988, in Book 199, Page 323 of the microfilm records of Lincoln County, Oregon, and amended by instrument recorded October 28, 1991 in Book 236, Page 132 and 146, microfilm records of Lincoln County, Oregon; and the Bylaws of the Sea Crest Homeowners Association as recorded in Book 200, Page 1078 of the microfilm records of Lincoln County, Oregon (all collectively called "Declaration"), to Equitable.

FAFCO transferred and conveyed all its interest in the real property described in the Declaration to Equitable on November 10, 1991, and hereby acknowledges that all rights of FAFCO as Declarant were transferred to Equitable as successor in interest, effective the date of the real property transfer; however, FAFCO is executing this document to memorialize and provide notice of the transfer.

Equitable hereby formally accepts the assignment, effective November 10, 1991, and assumes all rights and obligations of the Declarant under the Declaration.

First August Financial Company

By: B. H. R.  
Its: PRES.

Equitable Capital Group Ltd. III Limited Partnership

By: Equitable Capital Group, Inc.,  
General Partner

By: [Signature]  
Its: PRES.

Thomas J. [Signature]  
Pres.

TRANSFEROR: First August Financial Co.

TRANSFeree: Equitable Capital Group Ltd. III Limited Partnership

AFTER RECORDING RETURN TO: Equitable Capital Group Ltd. III Limited Partnership  
19550 Pacific Highway S., Suite 200  
SeaTac, WA 98188

SEP 19 1995

STATE OF NEVADA)

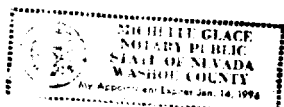
COUNTY OF Washoe)

ss.

. 106 107

I certify that I know or have satisfactory evidence that B. H. QUISTGAARD is the person who appeared before me, signed this instrument, on oath stated that he was authorized to execute said instrument as Pres. of First August Financial Co., and acknowledged said instrument as the Pres. of First August Financial Co. to be the free and voluntary act of said corporation, for the uses and purposes mentioned in said instrument.

Dated 8/22, 1995.



Michelle Glace  
Notary Public in and for the  
State of Nevada.  
My Appointment Expires 1-14-98  
Print/type name Michelle Glace

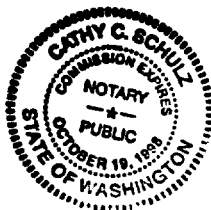
STATE OF WASHINGTON)

ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that THOMAS DENTZLER is the person who appeared before me, signed this instrument, on oath stated that he was authorized to execute said instrument as PRESIDENT of Equitable Capital Group, Inc., the general partner of Equitable Capital Group Ltd. III Limited Partnership, and acknowledged said instrument as the PRESIDENT of Equitable Capital Group, Inc. to be the free and voluntary act of said corporation, for the uses and purposes mentioned in said instrument.

Dated 8/22, 1995.



Cathy C. Schulz  
Notary Public in and for the  
State of Washington.  
My Appointment Expires 10/19/98  
Print/type name CATHY C. SCHULZ

STATE OF OREGON) ss.

County of Lincoln

I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon.

Book 506 Page 0106

WITNESS my hand and seal of said office affixed.

Dana W. Jenkins  
DANA W. JENKINS, Lincoln County Clerk



Doc : 6141971  
Rect: 59675 16.00  
09/19/1995 04:26:41pm

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

PURSUANT TO a special meeting of the Board of Directors of the Sea Crest Homeowners Association this ~~28th~~ day of August, 1995, the Declaration of Covenants, Conditions and Restrictions as set out in Book 199, Page 0323 of the microfilm records of Lincoln County, Oregon and amended by instrument recorded in Book 236, Page 132 and 146, microfilm records of Lincoln County, Oregon, be and hereby are amended in the following particulars:

1. The Board of Directors of the Sea Crest Homeowners Association is authorized to arrange for ongoing operation, maintenance and improvement of any water distribution system within the roads or common areas of Sea Crest and to assess and collect assessments therefore.

2. The Board of Directors of the Sea Crest Homeowners Association is authorized to arrange for the ongoing operation, maintenance and improvement of the sewage collection and treatment system within the common areas and roads of Sea Crest, and to assess and collect assessments therefore.

3. The Board of Directors of the Sea Crest Homeowners Association shall have the right and obligation to appoint representatives (two board members) to the Johnson Creek Water Company Board and to remove such representatives and appoint new representatives upon an affirmative vote of 60 percent of the Board of Directors of the Sea Crest Homeowners Association.

4. The Board of Directors of the Sea Crest Homeowners Association is authorized to act on behalf of the Association in negotiating contracts and arrangements for water and sewer services.

5. The Board of Directors of the Sea Crest Homeowners Association is specifically authorized to act on behalf of the Sea Crest Homeowners Association in negotiating with the owners of the subdivision known as "Otter Village Phase II", and other properties in the area, with regard to any and all matters, including but not limited to, membership in the Sea Crest Homeowners Association, assessments, maintenance of roads, storm sewer drainage systems, sanitary sewer systems, water systems, and use of facilities owned and/or controlled by the Sea Crest Homeowners Association. This paragraph 5 shall be in addition to and shall not limit the powers, rights and duties as set forth in Section 2.6 on page 13 of said Covenants, Conditions and Restrictions.

After Recording Return to:

|                     |                                     |
|---------------------|-------------------------------------|
| Waarvick & Waarvick | Richard Connors                     |
| P.O. Box 1144       | c/o Equitable Capital Group, Inc.   |
| Newport, OR 97365   | 19550 Pacific Highway S., Suite 200 |
|                     | SeaTac, WA 98188                    |

APR 15 1996

6. After such time as the office, position and/or status of the "Declarant" is terminated, expires, and/or no longer exists, the Sea Crest Homeowners Association may amend these Covenants, Conditions and Restrictions and/or the Plat of "Sea Crest at Otter Rock, a re-plat of Otter Village" upon the vote or written agreement of the members representing 75 percent of the total votes in the Association. When the Association adopts an amendment to the Declaration, the Association shall record the amendment in the microfilm records of Lincoln County, Oregon. An amendment of the Declaration is effective only upon recordation. Amendments to the Declaration shall be executed, recorded and certified on behalf of the Association by any officer of the Homeowners Association designated for that purpose, or, in the absence of designation, by the president of the Board of Directors of the Association. A person may not bring an action to challenge the validity of an amendment as set out herein later than one (1) year after the date on which the amendment is recorded. However, nothing shall prevent the Association from further amending the amended Declaration or Plat.

7. The Board of Directors of the Sea Crest Homeowners Association is specifically authorized to enter into a settlement of Lincoln County Circuit Court Case No. CV921083 with respect to a writing entitled "Agreement Creating Easement", recorded at Book 185, Page 1385 in the microfilm records of Lincoln County, Oregon and involving real property adjacent to the Inn at Otter Crest and sewer and water facilities located thereon. The Board is also authorized to implement by Board action any settlement of said lawsuit, said lawsuit being filed in the Circuit Court of Lincoln County, Oregon.

8. Within 30 days after the Board of Directors of the Sea Crest Homeowners Association adopts a proposed annual budget, the Board of Directors shall provide a summary of the budget to all owners. If the Board of Directors is petitioned by owners representing 20 percent of the votes of the Association, the Board shall call a meeting of the owners to consider rejection of the budget. The date of the meeting shall be not less than 14 days nor more than 30 days after the summary is provided to the owners. At the meeting, whether or not a quorum is present, the budget shall be adopted unless a majority of the votes of the Association rejects the budget. If the proposed annual budget is rejected, the last annual budget shall continue in effect until the owners approve a subsequent budget. This paragraph 8 shall only take effect at such time as the office, position and/or status of the "Declarant" is terminated, expires, and/or no longer exists.

9. Voting by proxy shall be permitted at any regular or special meeting and for any purpose, including but not limited to voting for Directors, amending the Declaration or Bylaws, voting on budget matters, and any and all other matters voted upon by members of the Sea Crest Homeowners Association.



B316 P0786

10. To the extent of a conflict between this document entitled "Amendment to Declaration of Covenants, Conditions and Restrictions" and the previously recorded (as set out above) Conditions, Covenants and Restrictions and Bylaws, this amendment shall control.

IN WITNESS WHEREOF, the Board of Directors at a special meeting called for this purpose have, on the 22nd day of August, 1995, with the consent of the Declarant and by a unanimous vote of the Board of Directors of the Sea Crest Association (Sea Crest Homeowners Association), approved and adopted these amendments.

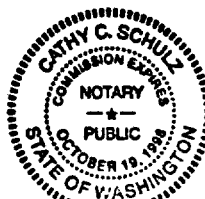
Sea Crest Homeowners Association, by:

Richard J. Connors, SECRETARY

STATE OF WASHINGTON ) ss.  
County of KING )

On the 29<sup>th</sup> day of AUGUST, 1995,  
RICHARD J. CONNORS, as SECRETARY of the Sea Crest Homeowners Association, appeared before me and declared the foregoing instrument to be his voluntary act and deed.

Cathy C. Schulz  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: 10/19/98



COMES NOW the Declarant, Equitable Capital Group LTD. III, Limited Partnership, a Washington Limited Partnership, and consents to the foregoing amendment to the Declaration.

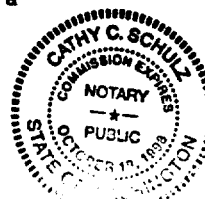
Equitable Capital Group LTD. III, Limited Partnership, a Washington Limited Partnership, by:

Thomas Dantzler, Pres.

STATE OF WASHINGTON ) ss.  
County of KING )

On the 29<sup>th</sup> day of AUGUST, 1995, THOMAS DANTZLER, as PRESIDENT of Equitable Capital Group LTD. III, Limited Partnership, a Washington Limited Partnership, appeared before me and declared the foregoing instrument to be his voluntary act and deed.

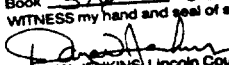
Cathy C. Schulz  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: 10/19/98



APR 15 1996

B316 P0787

STATE OF OREGON } ss.  
County of Lincoln  
I, Dana W. Jenkins, County Clerk, in and for said county, do hereby  
certify that the within instrument was received for record, and  
recorded in the Book of Records of said County at Newport, Oregon.  
Book 316 Page 0784  
WITNESS my hand and seal of said office affixed.

  
DANA W. JENKINS, Lincoln County Clerk

Doc : 4151902  
Rect: 44481 21.00  
04/15/1996 04:13:08pm



APR 15 1996

L.C.T. 298473 &amp; 209039

RELEASE OF RIGHTS RETURN TO: L.C.T.

THIS DECLARATION OF RELEASE OF RIGHTS is executed this 22<sup>nd</sup> day of AUGUST, 1995, by B. Hunter Quistgard, individually, B. Hunter Investments, and First August Financial Co., (all collectively called "Quistgard").

Quistgard hereby relinquishes all rights it has as Declarant, if any, as set out in the Declaration of Covenants, Conditions, and Restrictions, including the terms and provisions thereof, recorded November 23, 1988, in Book 199, Page 323 of the microfilm records of Lincoln County, Oregon, and amended by instrument recorded October 28, 1991 in Book 236, Page 132 and 146, microfilm records of Lincoln County, Oregon; and the Bylaws of the Sea Crest Homeowners Association as recorded in Book 200, Page 1078 of the microfilm records of Lincoln County, Oregon (all collectively called "Declaration").

Quistgard specifically states that it does not believe it currently has any rights as Declarant under the Declaration due to the fact it transferred its interest in the real property described in said Declaration to Equitable Capital Group Ltd. III Limited Partnership on November 10, 1991, and therefore has no right to take the action set forth herein. However, Quistgard is executing this document as part of the settlement agreement entered into with the Association of Unit Owners at the Inn of Otter Crest to resolve a dispute between the parties.

B. Hunter Quistgard  
B. Hunter Quistgard

B. Hunter Investments

By: B. Hunter Investments  
Its: President

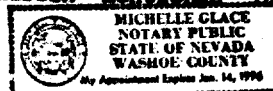
First August Financial Company

By: First August Financial Company  
Its: President

STATE OF NEVADA)  
COUNTY OF Washoe : ss.

I certify that I know or have satisfactory evidence that B. Hunter Quistgard is the person who appeared before me, signed this instrument and acknowledged it to be his free and voluntary act and deed, for the uses and purposes therein mentioned in the instrument.

Dated 8-22, 1995.



Michelle Glace  
Notary Public in and for the  
State of Nevada

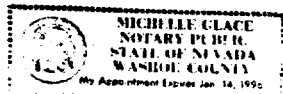
MAY 16 1996

B318 P0303

STATE OF NEVADA)  
COUNTY OF WASHOE : ss.

I certify that I know or have satisfactory evidence that B.H. JUST CARD is the person who appeared before me, signed this instrument, on oath stated that he was authorized to execute said instrument as PRES. of First August Financial Co., and acknowledged said instrument as the PRES. of First August Financial Co. to be the free and voluntary act of said corporation, for the uses and purposes mentioned in said instrument.

Dated 8-22, 1995.



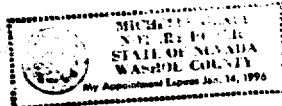
Michelle Glace  
Notary Public in and for the  
State of Nevada.

My Appointment Expires 1-14-96  
Print/type name Michelle Glace

STATE OF NEVADA)  
COUNTY OF WASHOE : ss.

I certify that I know or have satisfactory evidence that B.H. JUST CARD is the person who appeared before me, signed this instrument, on oath stated that he was authorized to execute said instrument as PRES. of B. Hunter Investments, and acknowledged said instrument as the PRES. of B. Hunter Investments to be the free and voluntary act of said corporation, for the uses and purposes mentioned in said instrument.

Dated 8-22, 1995.



Michelle Glace  
Notary Public in and for the  
State of Nevada.

My Appointment Expires 1-14-96  
Print/type name Michelle Glace

STATE OF OREGON) ss.  
County of Lincoln

I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon.

Book 318 Page 0302

WITNESS my hand and seal of said office affixed.

Dana W. Jenkins  
DANA W. JENKINS, Lincoln County Clerk

Doc : 6153450  
Rect: 65250 16.00  
05/16/1996 12:10:48pm



MAY 16 1996



**SECOND AMENDMENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
SEA CREST**

as recorded in Lincoln County, Oregon on November 23, 1988, Book 199, page 0323, and first amended on April 15, 1996 and recorded in Book 316, page 0784.

In accordance with Article 12.1 of the original Declaration, and with the unanimous consent of the entire Board of Directors of Sea Crest Homeowners Association at its meeting on January 10, 2000, the following Sections of the Declaration are hereby amended to read:

Sea Crest CC&R amendment, January, 2000 P.1

After recording, return to: Kulla Ronnau, Schaub & Chambers 4488 NE Devils Lake Blvd.  
Lincoln City, OR 97367

**1.3 ARCHITECTURAL COMMITTEE.** For the purposes of further ~~assuring the~~ development and continued existence of the Properties as an area of high standards, the Declarant reserves as herein provided the power to control the buildings, ~~structures and other~~ improvements and landscaping placed, erected or maintained in the Properties, ~~as well as to~~ make such variances and exceptions to these Conditions, Restrictions and ~~Regulations as~~ the Declarant or the Board of Directors shall deem necessary or proper as ~~provided in Section~~ 1.13. As part of that purpose, Declarant or the Board of Directors shall ~~establish an~~ Architectural Committee which shall exist with jurisdiction and authority as ~~provided in this~~ Section 1.3.

**1.3.1** So long as Declarant owns any property in the Properties, ~~Declarant may~~ alter the jurisdiction of the Committee and establish such additional ~~committees as Declarant~~ in its sole discretion deems advisable. The Architectural Committee shall ~~consist of three (3)~~ or more members, at least half of whom must be owners of one or more ~~residential lots in the~~ Properties and the majority of whom cannot concurrently be serving as ~~members of the Sea Crest Board of Directors.~~ At all times until the Declarant shall no longer own ~~any property in the~~ Properties, the Declarant shall have full authority to designate and ~~appoint~~ ~~members of the~~ members of the Committee and the members, respective, shall serve at the ~~pleasure of the~~ Declarant. When the Declarant shall no longer own any property in the ~~Properties, or at an~~ earlier time upon waiver by Declarant of its authority to designate and appoint, ~~the jurisdiction~~ of each committee and each member of each Committee shall be designated ~~and appointed by~~ the Board of Directors or the Sea Crest Association and shall serve at the ~~pleasure of the~~ Board.

**1.4 NEW CONSTRUCTION.** Before any improvement may be ~~constructed on the~~ Properties or any unit therein, the owner must apply for and obtain the ~~written approval of the~~ Architectural Committee. The Architectural Committee may require that the owner pay a fee, in an amount determined by the Board, at the time of submission of the ~~application to defray~~ the cost of processing the application. Current fee amounts will be noted ~~in bylaws.~~

Persons designing structural plans for the Properties should be ~~aware that water, in the~~ form of creeks, springs, and heavy winter rains, may present both opportunities ~~and challenges~~ during construction. Any substantial excavation involves the risk of ~~unearthing springs, the~~ runoff from which will have to be controlled. The Committee will support ~~owners in the~~ creative use and/or control of water on their lots.

**1.4.1** The application must be submitted with:

- a. A complete site plan showing lot dimensions, ~~contours, major~~ trees, significant topographical features, and ~~accurate~~ ~~contour~~ map, all proposed improvements, including ~~driveways and walks~~ and their location on the site, all improvements of ~~adjacent~~ properties and their locations, floorline elevations ~~proposed and~~ any existing grade modifications.

- b. A preliminary floor plan and all exterior elevations showing sufficient detail to establish character of building, including siding material, roof material, window type and configuration, rafter material, facial material and size, exposed masonry or chimney material, deck material, fence or screening material and all colors (in sample form). All plans for new residential construction should show a minimum of 1500 square feet of enclosed living space and an attached garage for at least two cars. These drawings must be submitted at a scale of not less than 1/8" = 1'.
- c. Two complete sets of plans and specifications, one of which shall remain with the Committee;
- d. A perspective drawing if the Committee deems it necessary to allow adequate review of the exterior design.

The final contracts, drawings and specifications submitted to the Architectural Committee after preliminaries are approved, must match the preliminary drawings in all respects as to the exterior appearance. Once approval is obtained, no changes affecting matters covered in these C.C. & R.s can be made without the written approval of the Architectural Committee.

In the event the Committee fails to approve or disapprove the application within thirty (30) days of receipt by the Committee of all data required by it to be submitted for approval, including the perspective drawing set forth in 1.4.1.e., the Committee's approval can be presumed to have been given provided, however, that all other restrictions and conditions set forth herein shall remain in full force and effect.

- e. Once the preparation of the lot has begun, the construction project must be completed within a time period of two (2) years. The Committee shall be empowered to extend this time frame for one six-month period at their discretion. Completion shall be deemed accomplished when an approved final inspection is logged by the county. Any structures remaining unfinished after Committee permission has expired must be torn down at the property owners expense, leaving the property in as near to natural condition as possible.
- f. The owner of each improved residential unit shall, at the owner's expense, provide a mail box and paper box with house number and shall provide and maintain a lamp post and lamp, together

with a light-sensitive or timed device that activates the lamp at dusk and deactivates it at dawn, at such locations on the unit as the Architectural Committee shall designate. The mail box, paper box, house number, lamp post and lamp shall be of a uniform design selected by the Committee. The owner of improved residential units shall, at his sole expense, maintain the lamp in an operable condition and keep the lamp lit from dusk of each day to dawn of the next day. Specific plans for compliance with this provision must be a part of building application.

- g. All exterior light fixtures at entry doors, decks, driveways or other locations on the property shall have their light source shielded from horizontal view.

1.4.2 The following criteria shall serve as general guidelines for the Committee in approving or disapproving the application. Notwithstanding these criteria, however, variances or exceptions thereto may be granted on such terms and conditions as the granting authority in its sole discretion may deem appropriate, as provided in Section 1.13.

- a. Building height limitations will be twenty-five feet (25') and shall be measured according to Lincoln County residential building height determination guidelines.

Views afforded by these height restrictions and by the abundant common areas of the Properties shall be protected by the Committee. However, nothing in that statement shall be interpreted to cause the enforcement of view easements by one or more owners over the property of another. No such view easements exist in the Properties and none shall be presumed without the full written and recorded consent of the property owner giving that right. Heights in excess of 25' can be allowed by the Committee, at their sole discretion, where such excess will not block the ocean view, from any voting lot, as afforded by the common areas.

- b. Building setbacks shall generally be as follows: Front yard - 20', side yard - 10', rear yards - 20', side yards abutting paved streets - 15', however, such setback requirements may be modified or waived by the Committee where property abuts common areas in recognition of situations where such common areas may be said to act as ample set-back. Each proposal will be reviewed on the basis of its effect on other improvements in the development, both existing and anticipated.



The following stakes shall be placed at the building site in preparation for construction, and maintained until their removal is approved in writing by the Architectural committee, to facilitate monitoring of the requirements of paragraphs 1.4.2. a & b: survey stakes at lot corners, a 3' stake at each exterior corner of the proposed foundation; and a pole set to show the highest approved point of the proposed structure.

- c. All exterior chimneys should be of wood, brick, stone, or metal; a metal chimney must be of such a color as to blend in aesthetically with the residence and will be subject to approval by the Architectural Committee;
- d. Indigenous natural wood species or brick or stone masonry should be used for all exterior walls. All exterior wood sidings should be treated with preservatives of semi-transparent or solid body stains of natural earth tones. Solid body stains must be used for trim. Exterior colors must harmonize with the surrounding landscape and all colors and subject to approval by the Architectural Committee. Wood siding types automatically approved (preferably rough sawn or resawn textures) are as follows:

- 1 x 4 T&G cedar - applied vertically
- 1 x 6 T&G cedar - applied vertically
- 1 x 4, 6, 8 cedar - beveled siding - horizontally
- 1 x 4, 6 cedar - channel siding - vertically
- Shingles, cedar - 8" to weather
- Shakes, cedar - 8-10" to weather
- Plywood with battens, rough sawn cedar or fir battens 8" - 12" on center

- e. All reflective metal such as chimney stacks, flashings, exhaust vents and pipes must be coated to match or blend with surrounding materials. Aluminum windows, door frames, and skylights must be color anodized in earth tones. Steel window and door frames must be painted to match or blend with surrounding materials;
- f. Wood, tile or masonry shingles shall be used as roof material, provided that the color of all tile and masonry shingles must be approved by the Architectural Committee;

With regard to paragraphs c. through f. here, the Architectural Committee shall have full latitude in approving or disapproving the use of new construction materials which shall become available

from time to time, so long as the quality is acceptable and the appearance of said new materials is harmonious with others in the Properties.

- g. No property line fencing shall be allowed, however, privacy and wind screening within the normal yard setbacks may be approved where adjacent properties are not adversely affected. All exterior garbage and waste storage must be screened from public view.

**1.6 TEMPORARY STRUCTURES.** No structure of temporary character shall be erected or maintained on any lot or building at any time, nor shall any such structure or basement, garage or trailer be used at any time for living quarters; provided, however, that a temporary structure may be maintained during such period and to such extent as may be reasonably necessary to construct on the lot an improvement approved by the Architectural Committee.

**1.7 TRUCKS, RECREATIONAL VEHICLES, ETC.** No unlicensed or inoperable truck, pick-up truck, automobile or other motor vehicle shall be parked outside of a garage in the Properties overnight. No licensed, operable vehicle shall be parked on the streets overnight. No commercial vehicle, camper, trailer, boat or recreational vehicle shall be parked on any lot or on any street except within an enclosed garage structure at a residential premises, except that the Board may set aside and designate an area or areas on the Properties for such storage and parking. Nothing in this section is intended to nor does it exclude guest parking on a temporary basis only. In this case, "temporary" shall mean a time frame of two weeks or less per year, per vehicle unless prior, written consent for a longer time frame is obtained from the Board. If any truck, automobile, camper, trailer, boat, recreational vehicle or other vehicle is stored or parked in any area on the Properties or elsewhere designated for that purpose by the Architectural Committee or Declarant, such storage or parking shall be solely at the risk of the owner and neither the Declarant or any other person, firm or corporation shall have any responsibility therefore, whether or not any fee or charge is made or paid for the privilege of such storage of parking.

**1.8 ANIMALS.** Other than household pets, no animals or fowl shall be kept or allowed to be kept on any lot or residential unit. Household pets may not be kept, bred or maintained for a commercial purpose. Permitted dogs, cats, and other pets shall be confined to the dwelling or restrained by hand-held leash and shall not be permitted to run free or otherwise to be or become a nuisance or source of annoyance to other residents.

**1.9 SIGNS.** No sign shall be erected or displayed upon any residential lot without prior written consent as provided in Section 1.13; provided, such permission shall not be required for one sign no larger than 6 inches by 24 inches displaying the name or address of the occupant; or for one temporary sign no larger than 16 inches by 24 inches of a previously approved design, advertising the property for sale or; or for temporary community decorations of reasonable time. Signs advertising the property for sale or rent shall be removed upon the

sale or rental of the unit, and such temporary community decorations as are permitted shall be removed upon conclusion of the community project. Members owning three or more lots which are for sale at one time, may submit a proposal to the Committee for approval of one larger sign showing all lots said member has for sale. If approved, this sign would be used instead of multiple individual signs on those lots.

**1.10 USE OF PROPERTY.** No dwelling shall be used for the conduct of business or for any purpose other than residential purposes unless prior written consent is obtained. No oil or gas well, mine or quarry, or equipment therefore, and no appliance or structure for business purposes shall be located or operated on any of the Properties designated by the Architectural Committee as residential premises. Installation of unsightly apparatus such as drying lines, flag poles, radio poles, exterior-mounted television antennae, exterior machinery for cooling and/or heating, and structures detached from the dwelling unit are prohibited on buildings or residential units unless prior written consent is obtained as provided in Section 1.13. Satellite receiver dishes measuring 18" or less shall be permitted provided they are not mounted on the fronts of houses or garages or conspicuously visible from the streets. All drapery linings and window coverings which are visible from the street or neighboring properties should be of materials and colors which harmonize with the surroundings.

Garbage and other waste shall be kept in sanitary containers away from public view, except on regularly scheduled pick-up days, and regularly disposed of. Nothing shall be done which may constitute a nuisance to the neighborhood or other occupants. Burn barrels or containers for the outdoor burning of waste materials are prohibited.

**1.11 LANDSCAPE AND MAINTENANCE.** Landscaping of residential units shall be completed within a reasonable time after building completion but not more than ninety (90) days and shall conform to the general pattern of others in the community as established pursuant to Section 1.2 and to such standards, if any, as may be published by the Architectural Committee.

Lot clearing shall be done so as to leave a minimum of 6" of ground cover to prevent erosion. No existing tree measuring more than 4" in diameter (which is 12 5/8" in circumference) at a point 3' above the surrounding ground level shall be removed from the Properties unless prior written consent as provided in Section 1.13 shall have been obtained. Trees which are removed shall be cut or ground flush with the surrounding ground level, leaving no protruding stumps. Person wishing to clear or excavate lots to bare dirt or use mechanical equipment which is not hand-held must first post cash or bond in an amount stated in the Bylaws, or Certificate of Insurance providing protection for the Association against road damage, erosion and other concerns of the Board. All yards and growth thereon shall be maintained, cultivated and kept free of weeds insects and diseases.

**1.12 OCCUPANCY OF RESIDENTIAL UNITS.** No residential unit on the Properties shall be occupied by any person who is not a Proprietary or Associate Member of the Sea Crest Association; provided, this restriction shall not prohibit temporary and social visitation of a

residential unit by persons not so qualified to be occupants. Variances from the restrictions on occupancy defined herein may be granted on such terms and conditions as the Board may deem appropriate, as provided in Section 1.13. Variances will not be given for short-term or nightly rental of residential structures in the Properties.

**1.13 GRANT OF WAIVERS OR CONSENTS.** Jurisdiction and authority to grant or extend exceptions, variances, waivers, or consents contemplated by the foregoing Sections 1.2 through 1.13 inclusive shall be primarily in the Declarant and the Board of Directors during such period as Declarant shall own any real property in the Properties. The jurisdiction and authority for insuring compliance with those sections shall be primarily in the Architectural Committee. Any disputed committee decision may be reviewed by and/or appealed to the Board of Directors, in which case the decision of the Board shall be final. It is expected that such exceptions will be rare and will not include designs considered by the granting authority to be extremely unconventional.

**2.3 COMMON AREA IMPROVEMENTS.** Declarant or the Sea Crest Association (through its Board of Directors) may construct improvements on the Common Area for the use, service or benefit, in common, of the members of the Association. These improvements may include, but are not limited to, an outdoor lighting system, streets, roads or roadways not accepted by any city or municipality for public maintenance or otherwise incorporated into its road system, sidewalks, foot paths or other improvements.

**2.4 CONVEYANCE OF THE COMMON AREA.** At such time or times as the Declarant shall deem appropriate, it may convey to the Sea Crest Association, subject to all easements and agreements of record, some or all of the Common Area: provided, that any part so conveyed shall be unencumbered by any debt encumbrance at the time of conveyance. In accordance with the May, 1996 Settlement Agreement, the Sea Crest Association has accepted each such conveyance and shall thereafter be vested with authority to govern the Area so conveyed and shall continue to be responsible to operate and maintain the Area, and the Declarant thereafter shall have no obligation or responsibility, financial or otherwise, with respect thereto.

**2.6 RIGHT TO ENTER INTO AGREEMENTS WITH RESPECT TO THE USE OF THE COMMON AREA.** Subsequent to Declarant's conveyance of the Common Area to the Association, the Board of Directors shall have the right to enter into agreements with other entities, individuals, and associations, including those associations which may be formed as separate homeowners associations for contiguous subdivisions or plats which in the future may be recorded by the Board, to provide them right of use and enjoyment of the Common Area. These agreements may be on such terms as the Board, in its sole discretion, deems appropriate. Without limitation on the foregoing, these agreements may provide for reciprocal use and maintenance of the Common Area and common area facilities or services owned or operated by those entities, individuals or associations. These agreements may be for a perpetual term or for a shorter term. The Board of Directors shall have the right to enter into such agreements or to negotiate to modify such existing agreements as the Board in its sole

discretion, deems appropriate, provided the best interests of the membership is a primary consideration. All such agreements shall be binding upon all members of the Association.

**3.1 MEMBERSHIP.** Memberships in the Association shall be divided into two groups: Proprietary members and Associate members.

**3.1.1** [This paragraph hereby deleted in its entirety. Class A and Class B membership classifications were terminated, effective July 31, 1999.]

**3.1.2 Membership classes defined:**

**3.1.2.1 Proprietary Members.** Each owner of a residential unit in the Properties, including Declarant, shall be a Proprietary Member of the Association; provided that the purchaser(s) of a residential unit under a duly recorded land sale contract shall be deemed the "owner" of such residential unit for these purposes. Each Proprietary Member shall be entitled to one vote per residential unit owned by such member; provided that if two (2) or more Proprietary Members shall own any residential unit in any form of common ownership, the common owners collectively are entitled to one vote, and the common owners shall designate in writing filed with the secretary of the Association the name of the common owner who shall exercise the voting right for such residential unit.

The rights and privileges of a Proprietary Membership shall terminate when the holder of any such Proprietary Membership ceases to qualify as an owner, and his certificate of membership shall thereupon be void.

**3.1.2.2 ASSOCIATE MEMBERS.** Each lessee, renter, or other occupants of a residential unit in the Properties not eligible for Proprietary Membership, but who satisfies the conditions of the bylaws of the Association and of the Declaration respecting residence in the Properties, shall be an associate Member, which status shall continue in effect during such period as the Associate Member shall be an authorized nonproprietary tenant of a residential unit in the Properties. Associate Membership shall carry all the rights and privileges, and shall be subject to all obligations and responsibilities of Proprietary Membership, except the right to vote. At any time an Associate Member shall cease to be a resident of the Properties, or shall become a Proprietary Member, his right and privileges as an Associate Member shall thereupon terminate.

**3.1.3** [Paragraph 3.1.3 is hereby deleted in its entirety.]

(New paragraph, for insertion after #3.2.1 on P.15 of original Declaration)

**3.2.1.1** The association has a lien on a lot for any assessment levied against the lot, or any fines imposed under the Declarations or Bylaws against the owner of the lot, from the date on which the assessment and any installment thereof, or the fine is due. At any time when any assessment, lien, late fees or fine of any type provided for by this

declaration or the Bylaws, or installment thereof is delinquent, the association, by and through its Board, may file a Notice of Lien in the records of Lincoln County, Oregon, against the lot in respect to which the delinquency pertains. Once filed, such liens shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorney's fees (whether or not suit or action is instituted), and other appropriate costs properly chargeable to an owner by the association, until such amounts are fully paid. Said lien may be foreclosed at any time, but not later than six (6) years after the latest lienable charge has been imposed. In addition, the association specifically adopts by reference and incorporates herein, the provisions of ORS 94.709.

**3.2.6 Sea Crest Association Option to Remedy Violations.** The Board of Directors, at its option, shall have the power and right at all times, following reasonable notice to the owner by Certified U.S. mail, to enter upon property to abate and correct any violation of the Conditions, Restrictions and Regulations applicable to the Properties. Said notice shall include a description of the violation and a stated compliance period of not more than four (4) months. These possible corrections include, without limitations, the right to plant or replant, trim, cut back, remove, replace, cultivate or maintain hedges, trees, shrubs, plants or lawns; and to clean, paint, repair, replace and generally maintain the appearance of residential unit and improvements thereon and to keep said residential unit or any building and improvement thereon in neat and good order to conform with the general attractive character of the area. Any and all expenses which may be incurred by the Association pursuant to this Section 3.2.6 shall be a charge and lien against the residential unit involved with a lien enforceable as above provided.

#### 4.0 STREETS AND ROADWAYS.

The Association shall maintain the streets and roadways within the Properties so long as the streets and roadways remain private. Notwithstanding paragraph 2.2.2 herein, upon the request of the appropriate public authorities for dedication of roadways and streets to the public, the Board of Directors shall promptly make such dedication; provided, however, that upon such dedication, the responsibility for maintenance and upkeep of the dedicated streets and roadways shall rest solely on the public authorities; and further provided that said public authorities agree that the Properties will remain a gated community.

6.0 [this section is hereby deleted in its entirety.]

#### 7.0 EXTERIOR MAINTENANCE.

7.1 Each owner shall be responsible for maintenance, in a manner consistent with the policy of land use applicable to the Properties, of his residential unit and the improvements thereon, including appropriate care for trees, shrubs, grass, landscaped areas, walks and other exterior improvements. Damage caused by fire, flood, storm, earth movement, earthquake, riot, vandalism or other cause shall be also the responsibility of the owner responsible for

maintenance and not included in any maintenance provided or furnished by the Association. The Association shall have the right, following notice to the owner by Certified U.S. mail, to enter upon any residential unit for the purpose of performing exterior maintenance not performed by the owner at reasonable hours on any day except Sunday. Said notice shall include a description of the violation and a stated compliance period of not more than four (4) months.

7.2 Each owner shall be responsible for maintaining and keeping in good order and repair the interior of any building located upon residential unit owned by him, to the extent that any such interior is visible from the street or neighboring residential units or when failure to perform such maintenance creates a nuisance, disturbance or danger to neighbors.

12.2 ENFORCEMENT. The Board shall have the ability to enforce these CC&R's by the imposition of fines or other sanctions in accordance with the standards and procedures provided in the Bylaws.

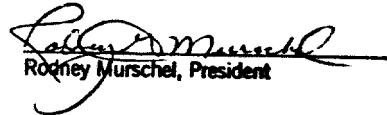
The Sea Crest association, the owners or Declarant or its successor shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or which hereinafter may be imposed by any of the provisions of this declaration as may pertain specifically to such parties or owners by any proceeding at law or equity. Failure by the association, any owner or the Declarant or its successor to enforce any covenants, condition or restriction herein contained shall in no event be deemed to be a waiver of its right to do so thereafter.

In addition to seeking damages or other legal remedies, any owner, the association, or the Declarant or its successor shall have the authority to seek equitable remedies, including, without limitation, prohibitory and mandatory injunctions and specific enforcement. In the event the association brings suit or action to enforce the terms and provisions of this declaration, the association shall be entitled to its attorney's fees and costs if such suit or action be fixed by the trial court and in the event of an appeal, the cost of the appeal, together with reasonable attorney's fees to be set by the appellate court. In addition thereto, the association shall be entitled to its reasonable attorney's fees incurred in any enforcement activity taken to collect delinquent liens or assessments, whether or not suit or action is filed.

----- end of amendments of January 10, 2000 -----

(any Sections not herein amended remain in force as previously recorded.)

The Board of Directors of Sea Crest Homeowners Association, an Oregon non-profit corporation, pursuant to the authority vested in the Board under Section 12.1 of the Covenants, Conditions and Restrictions unanimously adopted the foregoing amendments, to be henceforth binding upon all members of the Association, effective January 10, 2000.

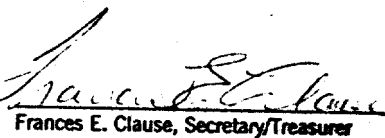
  
Rodney Murschel, President

STATE OF OREGON )  
 ) ss.  
County of Lincoln )

On this 25 day of January, 2000, before me personally appeared Rodney Murschel, the President of Sea Crest Homeowners Association, an Oregon non-profit corporation, and signed the foregoing instrument on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be its voluntary act and deed.

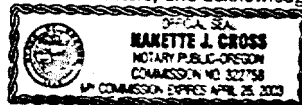


NOTARY PUBLIC FOR Oregon  
My Commission Expires: 4-25-03

  
Frances E. Clause, Secretary/Treasurer

STATE OF OREGON )  
 ) ss.  
County of Lincoln )

On this 24 day of January, 2000, before me personally appeared Frances E. Clause, the Secretary/Treasurer of Sea Crest Homeowners Association, an Oregon non-profit corporation, and signed the foregoing instrument on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be its voluntary act and deed.



NOTARY PUBLIC FOR Oregon  
My Commission Expires: 4-25-03

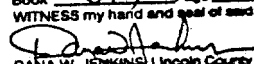


8397 P1494

STATE OF OREGON, ss.  
County of Lincoln

I, Dana W. Jenkins, County Clerk, in and for said county, do hereby  
certify that the within instrument was received for record, and  
recorded in the Book of Records of said county at Newport, Oregon.

Book 397 Page 1482  
WITNESS my hand and seal of said office affixed.

  
DANA W. JENKINS, Lincoln County Clerk

Doc : 6223768

Rect: 99430

02/17/2000 10:47:37am



AFTER RECORDING RETURN TO  
SEACREST HOMEOWNERS ASSOC:  
P.O. Box 264  
OTTER ROCK, OR 97369

B435 P1689

THIRD AMENDMENT

TO THE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

SEA CREST

as recorded in Lincoln County, Oregon on November 23, 1988, Book 199, page 0323, and first amended on April 15, 1996 and recorded in Book 316, page 0784. Second amendment recorded on February 17, 2000 in Book 397, pages 1482 thru 1493.

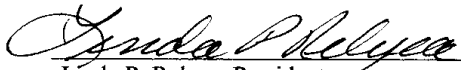
In accordance with Article 12.1 of the original Declaration, and with the unanimous consent of the entire Board of Directors of Sea Crest Homeowners Association at its meeting on January 20, 2001, the Declaration is hereby amended by the addition of a new subsection, 2.7, to read:

*2.7 LOT 48. From July 6, 2001 forward, Lot 48 shall be designated in perpetuity as Sea Crest common area, subject to all rights and limitations as stated in Section 2 of this Declaration.*

----- end of amendment of July 6, 2001 -----

(any Sections not herein amended remain in force as previously recorded. In any contradiction between this amendment and previously recorded Bylaws, this amendment shall prevail.)

The Board of Directors of Sea Crest Association, an Oregon non-profit corporation, pursuant to the authority vested in the Board under Section 8 of the Bylaws, unanimously adopted the foregoing amendment and addition to be henceforth binding upon all members of the Association, effective July 6, 2001.

  
Linda P. Relyea, President

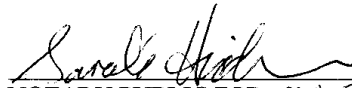
STATE OF OREGON )

) ss.

County of Lincoln )

On this 26<sup>th</sup> day of November, 2000, before me personally appeared Linda P. Relyea, the President of Sea Crest Homeowners Association, an Oregon non-profit corporation, and signed the foregoing instrument on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be its voluntary act and deed.



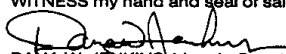
  
NOTARY PUBLIC FOR State of Oregon  
My Commission Expires Aug 2, 2004

STATE OF OREGON } ss.  
County of Lincoln }

I, Dana W. Jenkins, County Clerk, in and for said county, do hereby  
certify that the within instrument was received for record, and  
recorded in the Book of Records of said county at Newport, Oregon.

Book \_\_\_\_\_ Page \_\_\_\_\_

WITNESS my hand and seal of said office affixed.

  
DANA W. JENKINS, Lincoln County Clerk

Doc : 6252676

Rect: 114302 26.00

11/27/2001 03:54:30pm



**After Recording Return to:**  
Vial Fotheringham LLP  
7000 SW Varns Street  
Portland, OR 97223

Lincoln County, Oregon

09/20/2010 01:18:10 PM

DOC-SUP/DECLAR

\$70.00 \$11.00 \$15.00 \$10.00 \$7.00 - Total =\$113.00

**2010-09490**

Cnt=1 Pgs=14 Str=12 LELY



00033559201000094900140146

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



**SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SEA CREST AND PROPERTY IN  
OTTER VILLAGE PHASE II**

This Supplemental Declaration of Covenants, Conditions and Restrictions for Sea Crest and Property in Otter Village Phase II ("Supplemental Declaration") is made this 13<sup>th</sup> day of September, 2010, by Sea Crest Homeowners Association, an Oregon nonprofit corporation ("Association") and the undersigned Owners of property in Otter Village Phase II.

**RECITALS**

A. Sea Crest is a planned community that was created by the documents set forth below recorded in the Records of Lincoln County, Oregon. As of January 1, 2002, Sea Crest is subject to the provisions of the Oregon Planned Community Act (ORS 94.550 to 94.783) as provided in ORS 94.572.

Declaration of Covenants, Conditions and Restrictions of First August Financial Co. as "Declarant" and All Property Owners of Otter Village now known as SEA CREST recorded November 23, 1988, in Book 199, Page 323 (the "Declaration").

Bylaws of the Sea Crest Homeowners Association recorded January 6, 1989, in Book 200, Page 1078 (the "Bylaws").

B. The Declaration was executed by all of the owners of the following described property:

OTTER VILLAGE (PHASE I) recorded May 26, 1981, in Book 13, Page 37, Plat Records of Lincoln County, Oregon.

OTTER VILLAGE PHASE II recorded September 16, 1982, in Book 14, Page 3, Plat Records of Lincoln County, Oregon.

C. Sea Crest Homeowners Association is the association of owners formed pursuant to the Declaration and Bylaws and incorporated under the Oregon Nonprofit Corporation Act by Articles of Incorporation filed November 21, 1988, in the office of the Oregon Secretary of State, Corporation Division.

D. Under the Declaration it appears that property described in Recital B above was to be subdivided ("replatted") by the recording of one or more plats under the name of "Sea Crest" pursuant to ORS 92.010 *et seq.* By the recording of the following plat a portion of the property described in Recital B above was replatted:

SEA CREST AT OTTER ROCK, A REPLAT OF OTTER VILLAGE  
recorded August 8, 1989, in Book 14, Page 49, Plat Records of Lincoln County,  
Oregon ("Sea Crest").

E. The Declaration was amended by the following documents recorded in the Records of Lincoln County, Oregon:

Amendment to Declaration, Covenants, Conditions and Restrictions recorded  
April 15, 1996, in Book 316, Page 784 ("First Declaration Amendment").

Second Amendment to the Declaration, Covenants, Conditions and Restrictions  
of Sea Crest recorded February 17, 2000, in Book 397, Page 1482 ("Second  
Declaration Amendment").

Third Amendment to the Declaration, Covenants, Conditions and Restrictions of  
Sea Crest recorded November 27, 2001, in Book 435, Page 1689 ("Third  
Declaration Amendment").

F. Ajamian Properties, LLC, an Oregon limited liability company (formerly known as Adams Ajamian LLC) is the owner of Tract I described in attached **Exhibit A** and Samuel Ajamian and Mary Ajamian, Co-Trustees of the Ajamian Trust, dated July 13, 2001, are the owners of Tract II described in attached **Exhibit A** (collectively "Otter Village II Owner"). The property described in attached **Exhibit A** ("Otter Village II") is also referred to as "A Lots".

G. To date, Otter Village II has not been replatted. However, the Association and Otter Village II Owner have considered and treated Otter Village II subject to the Declaration, Bylaws and other governing documents of Sea Crest. Otter Village II Owner has paid assessments for each lot and exercised voting rights for each lot as a member of the Association.

H. Because Otter Village II has not been replatted as contemplated under the Declaration, determination of the status of Otter Village II under the Declaration and Bylaws may be difficult to determine from the public record.

I. The Association and the Otter Village II Owner have determined that it is in the best interest of the Association and Otter Village II Owner to:

(1) Clarify for the record the application of the Declaration and Bylaws to the Otter Village II; and

(2) Prescribe and set forth certain matters relating to the development and replatting of Otter Village II.

J. Paragraph 5 of First Declaration Amendment provides that the Board of Directors of the Association has the following authority:

The Board of Directors of the Sea Crest Homeowners Association is specifically authorized to act on behalf of the Sea Crest Homeowners Association in negotiating with the owners of the subdivisions known as "Otter Village Phase II", and other properties in the area, with regard to any and all matters, including but not limited to, membership in the Sea Crest Homeowners Association, assessments, maintenance of roads, storm sewer drainage systems, sanitary sewer systems, water systems, and use of facilities owned and/or controlled by the Sea Crest Homeowners Association. This paragraph 5 shall be in addition to and shall not limit the powers, rights and duties as set forth in Section 2.6 on page 13 of said Covenants, Conditions and Restrictions.

**NOW, THEREFORE**, pursuant to the Declaration as amended, Association and Otter Village II Owner hereby declare as follows with respect to the Otter Village II:

## **ARTICLE 1** **DEFINITIONS**

When used in this Supplemental Declaration the following terms have the following meanings:

**1.1** "**Association**" means Sea Crest Homeowners Association, an Oregon nonprofit, and its successors and assigns.

**1.2** "**Board of Directors**" or "**the Board**" means the board of directors of the Association.

**1.3** "**Bylaws**" means Bylaws of the Sea Crest Homeowners Association recorded January 6, 1989, in Book 200, Page 1078, Records of Lincoln County, Oregon and all amendments thereto.

1.4 **"Declaration"** means Declaration of Covenants, Conditions and Restrictions of First August Financial Co. as "Declarant" and All Property Owners of Otter Village now known as SEA CREST recorded November 23, 1988, in Book 199, Page 323, Records of Lincoln County, Oregon and all amendments thereto.

1.5 **"Otter Village II"** means the property described in attached **Exhibit A**. The property is also referred to as "A Lots."

1.6 **"Otter Village II Owner"** means the owners of the property described in attached **Exhibit A** and their successors and assigns. Currently, the owners are Ajamian Properties, LLC, an Oregon limited liability company (formerly known as Adams Ajamian LLC), as to Tract I, and Samuel Ajamian and Mary Ajamian, Co-Trustees of the Ajamian Trust, dated July 13, 2001, as to Tract II.

1.7 **"Sea Crest"** means Sea Crest at Otter Rock, A Replat of Otter Village recorded August 8, 1989, in Book 14, Page 49, Plat Records of Lincoln County, Oregon.

1.8 **"Sea Crest Owner"** means the owner of a lot in Sea Crest and the owner of any other property subject to the jurisdiction of the Association.

1.9 **Incorporation by Reference.** Except as otherwise provided in this Supplemental Declaration terms defined in the Declaration have the same meaning in this Supplemental Declaration.

## ARTICLE 2 **APPLICATION OF DECLARATION AND BYLAWS TO OTTER VILLAGE II**

2.1 Except as provided this Supplemental Declaration, the owner of any lot in Otter Village II is subject to all provisions of the Declaration, the Bylaws, the Articles of Incorporation of the Association (including all amendments to the documents) and all other governing documents of Sea Crest, including, without limitation, provisions governing architectural review.

2.2 Otter Village II Owner has no declarant rights (or obligations) under Section 12.6 of Declaration. Otter Village II Owner has only rights with respect to development and replatting of Otter Village II as provided under this Supplemental Declaration.

## ARTICLE 3 **DEVELOPMENT AND REPLAT OF OTTER VILLAGE II**

### **3.1 Authority to Replat.**

(a) In addition to any approvals required by ordinances or regulations of Lincoln County, Oregon, with the approval of the Board of Directors under Section 3.3 below, Otter Village II Owner may replat Otter Village II under ORS 92.010 to 92.190 ("Otter Village II

Replat”) as provided in this article. No approval, consent or other action of other Sea Crest Owners is required.

(b) Concurrently with the recording of the Otter Village II Replat under ORS 92.010 *et seq.*, a supplemental declaration shall be executed and recorded as provided in Section 3.4 below.

(c) Unless the Board of Directors specifically agrees in writing otherwise, all costs associated with the replat of Otter Village II shall be paid by Otter Village II Owner.

(d) The Board of Directors shall use its best efforts to cooperate with Otter Village II Owner in the replat process.

### **3.2 Special Rights, Provisions and Requirements Relating to Otter Village II.**

(a) Roadway. The Otter Village II Replat may provide access to lots on the plat by an additional roadway. Any property that is improved or must be improved with a roadway shall be designated as common area or common property.

(b) Conveyance of Common Area.

(1) Subject to Paragraph (2) of this subsection and Subsection (c) of this section, the common area or common property described under Section 3.3(c) below shall be conveyed to the Association by the declaration on the plat required under ORS 92.075 or by a deed recorded concurrently with the plat.

(2) If the common area or common property includes a roadway, the common area or common property may not be conveyed to the Association until construction of the roadway is complete.

(c) Monetary Encumbrances. Common area or common property may not be conveyed to the Association subject to a monetary encumbrance.

(d) Changes to Existing Infrastructure. Any change to existing infrastructure, (including, without limitation, water, sewer or other utilities) serving the lot of a Sea Crest Owner requires the approval of the Board of Directors.

**3.3 Otter Village II Replat.** The final Otter Village II Replat shall comply with this section.

(a) Name of Plat. Unless prohibited by a department, division, board or other agency or unit of Lincoln County, Oregon, the name of the Otter Village II Replat shall include “Sea Crest.”

(b) Number of Lots. Without the approval of the Board of Directors, Otter Village II may not be replatted into more than eight (8) lots.



(c) Designation of Roadway as Common Property. Any property that is improved or must be improved with a roadway under Section 3.2(a) above shall be designated as common area or common property on the plat.

(d) Designation of Tracts. Unless prohibited by a department, division, board or other agency or unit of Lincoln County, Oregon, any property division other than lots shown on the plat shall be identified as a tract and when appropriate or required under Subsection (c) of this section be designated as a common area or common property.

### **3.4 Supplemental Declaration.**

(a) The supplemental declaration required under Section 3.1(b) above shall:

(1) Be entitled "Supplemental Declaration of Sea Crest II" or other name that conforms to the name set forth on the plat in accordance with Section 3.3(a) above.

(2) Include a reference to recording index numbers and date of recording of the Declaration and the Bylaws.

(3) Include a description of the property being replatted described for recording in accordance with ORS 93.600.

(4) State the number of lots and numerical designation of the lots on the Otter Village II Replat.

(5) If tracts are identified on the Otter Village II Replat, identify the tracts shown on the plat and designate each, when appropriate, as common area or common property.

(6) If a tract is common area or common property, a statement of the time at which the deed to the tract is to be delivered to the Association, whether by a date or upon the occurrence of a stipulated event in accordance with Section 3.2(b) above.

(7) The method of allocation of any common profit and common expenses for Lots on the Otter Village II Replat in accordance with the Declaration.

(8) The voting rights of lots determined as provided under the Declaration.

(9) Include any other provisions, consistent with this Supplemental Declaration, necessary for the administration of the Association and the Planned Community.

(b) Except as provided in this article, the supplemental declaration may not include a change to any provision of the Declaration unless the provision is amended in accordance with the amendment requirements of the Declaration.

(c) The supplemental declaration shall:

(1) Be executed by Otter Village II Owner as owner and declarant under ORS 92.075 and the president and secretary on behalf of the Association and acknowledged in the manner provided for acknowledgment of deeds by the Otter Village II Owner and officers of the Association.

(2) Include a certification by the president and secretary that the supplemental declaration and Otter Village II Replat were approved by the Board of Directors in accordance with this article.

(3) Be recorded in the Records of Lincoln County, Oregon.

### **3.5 Approval of Board of Directors.**

(a) The Board of Directors shall determine the procedure for review and approval by the Board of a proposed Otter Village II Replat under this article.

(b) The Board of Directors shall approve the Otter Village II Replat if:

(1) Otter Village II Replat complies with Sections 3.2 and 3.3 above;  
and

(2) The supplemental declaration complies with Section 3.4 above.

**3.6 Authority to Execute Plat and Related Documents.** With the approval of the Board of Directors under Section 3.5 above, the president and secretary of the Association are authorized to execute:

(a) The plat and any other documents required by any department, division, board or other agency or unit of Lincoln County, Oregon, including, without limitation, the planning department and the county surveyor, to effectuate the final approval and recording of the Otter Village II Replat under ORS 92.010 *et seq.*

(b) The supplement declaration in accordance with Section 3.4(c) above.

### **3.7 Application of Article.**

(a) The replat of Otter Village II authorized under this article does not limit the number of subdivision or partition plats recorded under ORS 92.010 *et seq.* The provisions of this article apply to each plat.

(b) Nothing in this article precludes Otter Village II Owner from adjusting any property line of Otter Village II under ORS 92.010 *et seq.* However, no adjustment may be effectuated without the approval of the Board of Directors.

(c) Nothing in this article precludes any property in Sea Crest from being included in the Otter Village II Replat.

**ARTICLE 4**  
**AMENDMENTS**

**4.1** The provisions of this Supplemental Declaration may be included in an instrument amending and restating the Declaration in its entirety or an instrument restating the Declaration under the Act. However, no amendment that substantively changes the rights of Otter Village II Owner may be adopted without the written consent of all owners of Otter Village II.

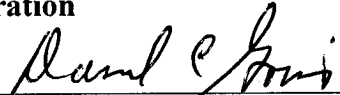
**4.2** Except as provided under Section 4.1 above, nothing in this Supplemental Declaration limits the authority of the Board of Directors regarding Otter Village II under the Declaration.

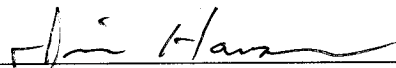
**BALANCE OF THIS PAGE**  
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**SEA CREST HOMEOWNER ASSOCIATION**

The undersigned, President and Secretary of the Association, hereby execute this Supplemental Declaration on behalf of Sea Crest Homeowners Association, an Oregon nonprofit corporation, and certify that they have authority to execute this Supplemental Declaration pursuant to the Declaration.

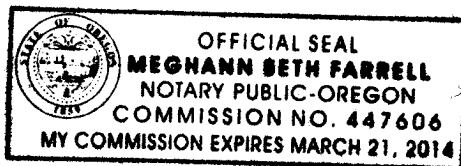
**SEA CREST HOMEOWNERS  
ASSOCIATION, an Oregon nonprofit  
corporation**

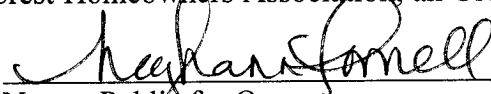
By:   
Daniel C Goins, President

By:   
Jim Hansen, Secretary

STATE OF OREGON           )  
                                          ) ss.  
County of Washington )

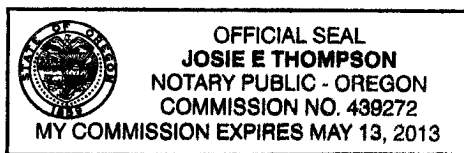
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 2010, by Jim Hansen, Secretary of Sea Crest Homeowners Association, an Oregon nonprofit corporation, on its behalf.

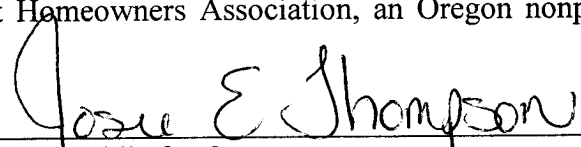


  
Notary Public for Oregon  
My Commission Expires: 03/21/2014

STATE OF OREGON           )  
                                          ) ss.  
County of Lincoln )

The foregoing instrument was acknowledged before me this 15 day of September, 2010, by Daniel C. Goins, President of Sea Crest Homeowners Association, an Oregon nonprofit corporation, on its behalf.

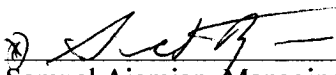


  
Notary Public for Oregon  
My Commission Expires: 5-13-13

**OTTER VILLAGE II PROPRTY OWNER**  
**TRACT I**

**TRACT I**

**AJAMIAN PROPERTIES, LLC, an Oregon limited liability Company**

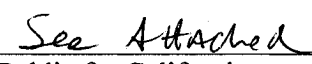
By:   
Samuel Ajamian, Managing Member

STATE OF CALIFORNIA    )  
                                          ) ss.  
County of Riverside    )

On 9/14/10 before me, Samuel Ajamian, Managing Member of Ajamian Properties LLC, an Oregon limited liability company, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public for California

## ACKNOWLEDGMENT

State of California  
County of Riverside

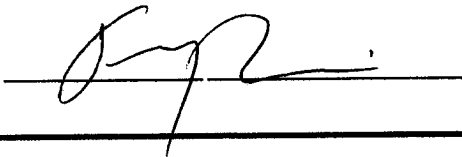
On 9/14/2010 before me, TERRANCE DAVIS, Notary Public  
(insert name and title of the officer)

personally appeared SAMUEL AJAMIAN, Managing MGR. of AJAMIAN Properties LLC  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## TRACT II

  
SAMUEL AJAMIAN, CO-TRUSTEE

  
MARY AJAMIAN, CO-TRUSTEE

[illegible]

On 9/14/00 before me, Samuel Ajamian and Mary Ajamian, Co-Trustees of the Ajamian Trust, dated July 13, 2001, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

See Attached  
Notary Public for California

## ACKNOWLEDGMENT

State of California,

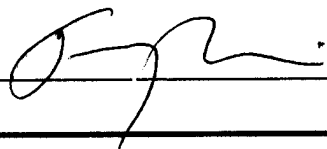
County of Riverside

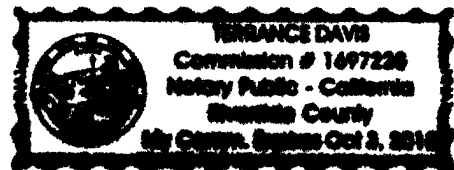
On 9/14/2010 before me, TERRANCE DAVIS, Notary Public  
(insert name and title of the officer)

personally appeared SAMUEL AJAMIAN & MARY AJAMIAN,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are  
subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in  
~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





**EXHIBIT A**  
**OTTER VILLAGE II PROPERTY**

Real property in the County of Lincoln, State of Oregon, described as follows:

**TRACT I**

Lots 3, 4, 5, 6, 7, 8, 9, Block 1, OTTER VILLAGE PHASE II, in Lincoln County, Oregon.

Any Portion of Lot 2, Block 1, OTTER VILLAGE PHASE II, in Lincoln County, Oregon, lying outside the boundary of SEA CREST AT OTTER VILLAGE PHASE ONE, A REPLAT OF OTTER VILLAGE, in Lincoln County, Oregon.

EXCEPTING THEREFROM any portion lying within the plat of SEA CREST AT OTTER ROCK PHASE ONE, A REPLAT OF OTTER VILLAGE, in Lincoln County, Oregon.

ALSO that portion of Tract B, OTTER VILLAGE PHASE II AND TRACT A, OTTER VILLAGE, in Lincoln County, Oregon, lying within the following tract:

Beginning at a point located North 1,290.46 feet and West 589.65 feet from the 1/4 corner on the South line of Section 29, Township 9 South, Range 11 West, Willamette Meridian, Lincoln County, Oregon; thence South 15° 17' 46" East 106.89 feet to the East line of a 50 foot wide private road; thence along the East line of said road, along a curve to the right 289.95 feet, said curve has a radius of 561.33 feet, a central angle of 29° 35' 45", and along chord which bears South 00° 29' 53" East 286.74 feet; thence continuing along the East line of said road, along a curve to the right 127.64 feet; said curve has a radius of 149.88 feet, a central angle of 48° 47' 38", and a long chord which bears South 10° 05' 44" East 123.83 feet; thence continuing along the East line of said road, along a curve to the left 105.75 feet, said curve has a radius of 301.82 feet, a central angle of 20° 04' 32", and a long chord which bears South 24° 27' 30" East 105.21 feet; thence continuing along the East line of said road South 14° 25' 07" East 154.66 feet; thence continuing along the East line of said road, along a curve to the left 98.50 feet; said curve has a radius of 130.31 feet; a central angle of 43° 18' 33", and a long chord which bears South 36° 04' 23" East 96.17 feet; thence continuing along the East line of said road, along a curve to the right 95.71 feet, said curve has a radius of 184.16 feet, a central angle of 29° 46' 36", and a long chord which bears South 42° 50' 22" East 94.63 feet; thence leaving said road North 67° 37' 07" East 105.48 feet; thence South 69° 40' 16" East 322.30 feet to the Westerly right of way, of the old Coast Highway U.S. 101; thence along said right of way, North to the North line of the plat of Otter Village, Phase II; thence Westerly to the point of beginning.

**TRACT II**

Lot 10, Block 1, OTTER VILLAGE PHASE II, in Lincoln County, Oregon. EXCEPTING that portion lying within Lot 48, Sea Crest at Otter Rock, a Replat of Otter Village.

BYLAWS  
OF  
SEA CREST HOMEOWNERS ASSOCIATION  
an Oregon Nonprofit Corporation  
Adopted January 4, 1989

ARTICLE I.

1.0 Definitions.

As used herein, the following terms have the following meanings:

1.1 "Association" shall mean the Otter Crest Sea Crest Homeowners Association, an Oregon nonprofit corporation.

1.2 "Board" shall mean the Board of Directors of the Association.

1.3 "Declarant" shall mean First August Financial Co., a Nevada corporation, and its successors in interest as developer of the Properties.

1.4 "Declaration" shall mean the Declaration of the Covenants, Conditions and Restrictions of First August Financial Co. as Declarant and of all Property Owners of Otter Village, now known as Sea Crest, as the same may be amended from time to time.

1.5 "Properties" shall mean the real property in Sea Crest, a subdivision, the plat of which is recorded in Lincoln County, Oregon, and all plats contiguous thereto or jointed thereto by successive contiguous plats which in the future shall be recorded by the Declarant, and all other lots or parcels of real property whether or not platted, contiguous to the heretofore recorded plats, and to which the Declaration of Covenants, Conditions and Restrictions of First August Financial Co. are made applicable by declaration or deed reference of Declarant.

1.6 "Residential Unit" shall mean and refer to any residential lot in the Properties, whether or not the lot is improved.

## 2.0 Membership.

2.1 As provided in its Articles of Incorporation and its Bylaws, Membership in the Association consists of Class A and Class B members.

2.1.1 Class A members consist solely of Declarant.

2.1.2 Class B members are divided into two groups:

2.1.2.1 Proprietary Members. Each owner of a Residential Unit, including Declarant, shall be a Proprietary Member of the Association; provided, that the purchaser(s) of a Residential Unit under a recorded land sale contract shall be deemed the "owner" of such Residential Unit for purposes of these Bylaws. Each Proprietary Member shall be entitled to one vote per Residential Unit owned by such member; provided that if two (2) or more Proprietary Members shall own any residential unit in any form of common ownership, the common owners collectively are entitled to one vote, and the common owners shall designate in writing filed with the Secretary of the Association the name of the common owner who shall exercise the voting right for such Residential Unit.

The rights and privileges of a Proprietary Member shall terminate when the holder of a Proprietary Member ceases to qualify as an owner, and his certificate of membership shall thereupon be void.

2.1.2.2 Associate Members. Each lessee, renter, or other occupant of a Residential Unit not eligible for Proprietary Membership, but who satisfies the conditions of these Bylaws and of the Declaration respecting residency in the Properties, shall be an Associate Member, which status shall continue in effect during such period as the Associate Member shall be an authorized nonproprietary occupant of a Residential Unit. Associate

Membership shall carry all the rights and privileges, and shall be subject to all obligations and responsibilities of Proprietary Membership, except the right to vote. At any time an Associate Member shall cease to be a resident of the Properties, or shall become a Proprietary Member, his right and privileges as an Associate Member shall thereupon terminate.

2.1.3 Class A memberships shall terminate upon the earlier of the following: (a) the date the Class A member elects to extinguish Class A membership; (b) the first date on which the Declarant no longer owns any property in the Properties; or (c) July 31, 1999.

### 3.0 Meetings of Members.

3.1 Place of Meetings. Meetings of the Association shall be held at such location as may be designated by the Board of Directors from time to time.

3.2 Annual Meetings. The annual meeting of the Association shall be held on the third Sunday of September of each year. At such meetings there shall be elected by ballot of the members a Board of Directors in accordance with the requirements set forth hereinafter. The members may also transact such other business of the Association as may properly come before them.

3.3 Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by not less than 50% of the total voting power of the Association and having been presented to the Secretary. The notice of any special meeting shall state a reasonable place, date and hour of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5ths) of the owners present, either in person or by proxy.

3.4 Notice of Meeting. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as a reasonable place, date and hour.

- 4 -

where it is to be held, to each member entitled to vote at such meeting, at least seven (7) but not more than sixty (60) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

3.5 Adjourned Meetings. If any meeting cannot be held because a quorum is not present, the owners present, either in person or by proxy may, as otherwise provided by law, adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called.

3.6 Order of Business. The order of business at all meetings of the owners of units shall be as follows: (a) Roll call; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meetings; (d) reports of officers; (e) reports of committees; (f) election of directors; (g) unfinished business; and (h) new business.

3.7 Books Open. The membership register, books of account, and the minutes of meetings of the members, the Board of Directors and committees of the Board of Directors shall be made available for inspection and copying by any members of the Board of Directors or by members of the Association or by his duly appointed representative at any reasonable time and for a purpose reasonably related to his interest as a member (Board members shall have an absolute right) at the office of the Association or at such other place within the subdivision as the Board shall prescribe. The Board of Directors shall prescribe reasonable rules with respect to each of the above and for the payment of the cost of reproducing copies of documents.

3.8 Quorum in Voting. The vote of a majority of each class of voting members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members. Those members present at any annual or special meeting of members constitute a quorum at the meeting.

4.0 Directors.

- 5 -

4.1 Number, Election and Tenure. The property and affairs of the Association shall be managed and controlled by a Board of Directors comprised of five (5) persons. For so long as there exists a Class A membership, the Board shall consist of two (2) persons elected from the Class B members of the Association, and three (3) persons appointed by the Class A member. At such time as Class A membership has terminated pursuant to Section 2.1.3 hereof, and at all times thereafter, the Board shall consist of five (5) persons elected from the Class B members.

Directors elected by the Class B members shall be elected at the annual meeting of the members by a single ballot, with the persons receiving the largest numbers of votes being elected to fill the vacancies.

At the first annual meeting of the association, two (2) directors shall be elected by the Class B members of the Association, one for a two (2) year term and one for a one (1) year term. At each subsequent annual meeting, until Class A membership has terminated, one (1) director shall be elected for a two (2) year term. At the annual meeting next following the date upon which Class A membership has terminated, the three (3) directorships then to be filled by vote of the members shall be filled for such terms so as to ensure that in the future, no more than three (3) nor less than two (2) of the five directorships shall expire at the same time. At such subsequent annual meeting, each directorship to be filled shall be filled by a director elected for a two (2) year term.

Directors shall serve during their respective terms and until their successors have been elected and qualified. Any vacancy in a directorship held by a person that has been elected by the Class B membership shall be filled by appointment by the remaining directors. Any vacancy in the directorship held by a person appointed by the Class A member shall be filled by a person appointed by the Class A member. During the existence of any vacancy, the remaining directors shall possess and may exercise all powers vested in the Board.

4.2 Regular Meetings of Directors. A regular meeting of the Board shall be held immediately following the annual meeting of the membership and at the same place. Other regular meetings of the Board may be held without notice at such times and places as the Board by resolution may determine.

4.3 Special Meetings of Directors. Special meetings of the Board may be called from time to time by the president or by any two (2) directors.

4.4 Notices. The Secretary shall give written notice of each special meeting of the Board by mailing such notice by United States mail to the respective directors at their last known post office address, at least five (5) days prior to the date of such meeting. No notice of any regular meeting need be given. Directors may waive notice of meetings of the Board, and a waiver thereof signed by the director entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except in the event the director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4.5 Quorum in Voting. A majority of the members of the Board shall constitute a quorum for the transaction of all business, but if at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. When a quorum exists, action may be taken by the majority vote of the directors present.

## 5.0 Officers.

5.1 Designation. The principal officers of the Association shall be a president, vice president, a secretary and a treasurer, all of whom shall be elected by the Board of Directors and all of whom, except the secretary, shall be from the Board of Directors. The secretary may, but is not required to be a member of the Board. The directors may appoint an assistant secretary and

- 7 -

such other officers as in their judgment may be necessary.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at its annual meeting, hold office at the pleasure of the Board, and serve without compensation. Any vacancy in any office shall be filled by the Board at its annual meeting or at any special meeting called for that purpose.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

5.4 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5.5 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

5.6 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

5.7 Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for



- 8 -

keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

#### 6.0 Committees

6.1 Standing Committees. There shall be one standing committee of the Board of Directors which shall be known as the Architectural Control Committee. So long as there is a Class A member, the Architectural Control Committee shall consist of one (1) member appointed or elected from Class B membership, one (1) member appointed or elected from Class A membership, and one (1) member who shall be an architect appointed by the Class A member. Each member of the Committee shall serve a term of two (2) years or until their successor is appointed by the Board of Directors.

At such time as Class A memberships terminate as provided herein and in the Declarations, then in such event, the Class A membership appointment shall be filled from Class B membership. In all events, the Architectural Control Committee shall contain a registered architect selected from a list of architects approved by the Architectural Control Committee as provided in the Declarations. In the event that any member of the Architectural Control Committee is unable to attend any meeting called for the purpose of the committee transacting business, such absent member may appoint a representative or agent to serve in his stead either by proxy or in person.

6.2 There shall exist such other committees as may from time to time be designated by the Board of Directors to assist the Board in carrying on the functions of the Board and the Association.

#### 7.0 Obligations of the Owners.

7.1 Assessments. All Proprietary Members are obligated to pay monthly or such other period as in the discretion of the Board

- 9 -

of Directors is deemed necessary assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake, or other hazard. No assessments shall be imposed on any Residential Unit owned by Declarant until such time as a residential structure is constructed thereon and occupied by a resident, except that this requirement may be waived by Declarant by affirmative act. The assessments shall be made prorata as stipulated in the Declaration. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund of Replacements. Not later than sixty (60) days prior to the beginning of each calendar year, the Association shall estimate the total charges to be assessed each owner in the project. Each owner thereof shall thereafter pay to the Association his assessment in 12 equal monthly installments, each installment to be paid on or before the 10th day of each month. In the event the Association shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all expenses of the project for any reason, including nonpayment of any owner's assessment on a current basis, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the total charges to be assessed against each unit. The Association may, at its discretion, prorate any such supplemental assessment between the remaining months of the calendar year, or immediately levy a special assessment against each unit. Each monthly installment shall become delinquent if not paid on or before the 25th day of each month. Each special assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each such delinquent monthly installment and with each such delinquent special assessment, interest at the maximum rate permitted by law in the State of Oregon on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association.

The Board of Directors of the Association, on behalf of the

- 10 -

Association, may cause to be recorded in the office of the County Recorder of the county in which the project is situated, a notice of any delinquent sums due the Association from any owner; which notice shall state the amount of such delinquent sums and other authorized charges and interest (including the cost of recording such notice), a sufficient description of the unit against which the same has been assessed, and the name of the record owner or owners thereof. Upon payment to the Association of such delinquent sums and charges in connection therewith, or other satisfaction thereof, the Board of Directors shall cause to be recorded a further notice stating the satisfaction and release of such delinquent sums and charges. Such notice shall be signed on behalf of the Association by any member of the Board of Directors. The Association may demand and receive the cost of recordation of such release before recording same. Any purchaser or encumbrancer, acting in good faith and for value, may rely upon such notice of satisfaction and release as conclusive proof of the full satisfaction of the sum stated in the notice of delinquent sums. All such delinquencies shall be enforced, collected and/or foreclosed in the manner provided in the Declaration.

#### 8.00 Amendments.

These Bylaws may be amended at any regular meeting of the Board or at any special meeting of the Board called for the purpose by a vote of sixty percent (60%) of the directors present; provided, however, that during any period that the Declarant shall own any real property in the Properties, any amendment to the Bylaws shall also require the concurrence in writing of Declarant.

IN WITNESS WHEREOF, Declarant has executed this instrument this 4th day of January, 1989.

SEA CREST HOMEOWNERS ASSOCIATION,  
an Oregon corporation

By B. A. O.

President

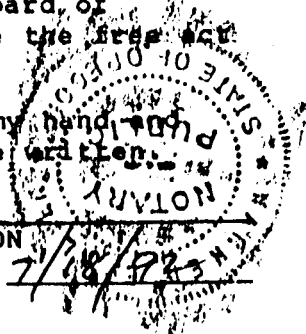
STATE OF OREGON           )  
                                  ) ss.  
County of Multnomah    )

On the 4th day of January, 1989, before me appeared B.

Hunter Quistgard to me personally known, who being duly sworn, did say that he is the President of Sea Crest Homeowners Association and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

NOTARY PUBLIC FOR OREGON  
My Commission Expires: 7/18/93



STATE OF OREGON ) ss  
County of Lincoln  
I, Gloria A. McEwen, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the  
Book of Records \_\_\_\_\_  
of said county of Newport, Oregon.  
Date \_\_\_\_\_ AM \_\_\_\_\_ PM \_\_\_\_\_  
Book 200 Page 1078  
WITNESS my hand and seal of said office affixed.  
GLORIA A. McEWEN, County Clerk  
By \_\_\_\_\_ Deputy

Doc: 6027143

Rect: 842 Fee: 65.00  
01/06/1989 09:53:01AM

AFTER RECORDING, RETURN TO:  
WARREN, ALLEN & DAVIDSON  
ATTORNEYS AT LAW  
850 N.E. 122ND AVENUE  
PORTLAND, OREGON 97230

AMENDMENT TO BYLAWS OF  
SEA CREST HOMEOWNERS ASSOCIATION,  
AN OREGON NONPROFIT CORPORATION

note  
page #  
S/B  
1078

The Bylaws of Sea Crest Homeowners Association, an Oregon nonprofit corporation, as recorded on January 6, 1989, in Book 200, Page 1708, of the deed records of Lincoln County, Oregon, and as amended from time to time thereafter, are hereby amended by replacing the second paragraph of Section 4.1 of the Bylaws in its entirety to read as follows:

Directors elected by the Class B members shall be elected at the annual meeting of the members by a single ballot on which each member casts one (1) vote per lot for each Board vacancy, and the persons receiving the largest number of votes shall be elected to fill such vacancies.

IN WITNESS WHEREOF, the undersigned President and Secretary of Sea Crest Homeowners Association have executed this Amendment, hereby certifying that the foregoing Amendment was adopted by a vote of at least sixty percent (60%) of the Directors present at a duly called meeting after motion duly made and seconded.

STATE OF OREGON ) ss.  
County of Lincoln

I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon.

Book 389 Page 0073  
WITNESS my hand and seal of said office affixed.

*[Signature]*  
DANA W. JENKINS, Lincoln County Clerk



Doc : 6215978  
Rect: 95663 11.00  
09/10/1999 01:44:21pm

SEA CREST HOMEOWNERS ASSOCIATION,  
an Oregon nonprofit corporation

By: *[Signature]*  
President

By: *[Signature]*  
Secretary/Treasurer

STATE OF OREGON )  
County of Lincoln ) ss.

Sept. 10, 1999

Personally appeared before me the above-named KG Anderson and William Campbell and who, being duly sworn, did say that they are the President and Secretary of SEA CREST HOMEOWNERS ASSOCIATION, and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



*[Signature]*  
Notary Public for Oregon

PAGE 1. AMENDMENT TO BYLAWS

SEA CREST VPM Bylaws.doc

AFTER RECORDING RETURN TO KEN ANDERSON

P.O. Box #264

OTTER ROCK OR. 97369

SEP 10 1999

W.T.E. ACCO 200415

RETURN TO: W.T.E.

AMENDMENT

TO THE

BYLAWS

OF

SEA CREST HOMEOWNERS ASSOCIATION

as recorded in Lincoln county, Oregon on January 6, 1989, Book 200, Page 1078.

In accordance with Section 8 of those Bylaws and with the unanimous consent of the Board of Directors of Sea Crest Homeowners Association at its meeting on August 5, 2000, the following Sections of the Bylaws are hereby amended to read:

---

1.7 "Quorum" shall mean the minimum number of members required to be present at a meeting before business can validly be transacted.

1.8 "Proxy" shall mean a written, signed, dated document entitling a named person to vote in the place of an absent member who is otherwise eligible to vote. Proxy should show the name(s) of the owner(s) and reference specifically which lot or lots' votes are being cast. Such proxies shall automatically revoke all previous proxies given by that owner and shall be filed with the Board Secretary at or before any meeting during which they may be used. A proxy shall terminate one year after its execution date unless a shorter term is specified therein. An owner may revoke a properly drawn proxy only by actual notice of revocation to the Board Secretary.

1.9 "Executive Session" shall mean any meeting or part of a meeting where the proceedings are to be conducted in private; thus, attendance of persons other than Board members may be severely limited, at the discretion of the Board.

## 2.0 Membership

2.1 Members are divided into two groups:

2.1.1 Proprietary Members. Each owner of a residential unit, including Declarant, shall be a Proprietary Member of the Association; provided, that the purchaser(s) of a Residential Unit under a recorded land sale contract shall be deemed the "owner" of such Residential Unit for purposes of these Bylaws. Each Proprietary Member shall be entitled to one vote per Residential Unit owned by such member; provided that if two (2) or more Proprietary Members shall own any residential unit in any form of common ownership, the common owners shall designate in writing filed with the Secretary of the Association the name of the common owner who shall exercise the voting right for such Residential Unit.

The rights and privileges of a Proprietary Member shall terminate when the holder of a Proprietary Member ceases to qualify as an owner, and his certificate of membership shall thereupon be void.

2.1.2 Associate Members. Each lessee, renter, or other occupant of a Residential Unit not eligible for Proprietary Membership, but who satisfies the conditions of these Bylaws and of the Declaration respecting residency in the Properties, shall be an Associate Member, which status shall continue in effect during such period as the Associate Member shall be an authorized nonproprietary occupant of a Residential Unit. Associate Membership shall carry all the rights and privileges, and shall be subject to all obligations and responsibilities of Proprietary Membership, except the right to vote. At any time an Associate Member shall cease to be a resident of the Properties, or shall become a Proprietary Member, his right and privileges as an Associate Member shall thereupon terminate.

[Sec. 2.1.3 hereby deleted in its entirety.]

3.4 Notice of Meeting. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as a reasonable place, date and hour where it is to be held, to each member entitled to vote at such meeting, at least twenty (20) but not more than sixty (60) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

3.8 Quorum in Voting. A quorum for any annual or special meeting of the association shall consist of the number of persons who are entitled to cast 20 percent (20%) of the votes which may be cast for election of the Board of Directors and who are present in person or by proxy at the time the vote is cast. The vote of a majority of voting members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members.

3.9 The Board may adjourn a meeting and reconvene in executive session to discuss sensitive matters such as personnel matters, contract negotiations with a third party, consultation concerning the rights and duties of the association regarding existing or potential litigation or criminal matters, and other matters of business of a similar nature. If called during a scheduled meeting, the decision requires a motion and a second. If called independently of another meeting, it requires the approval of the majority of the Board members. Minutes are not required in Executive session; if taken, they are not printed or circulated. If the session results in a need for voting, the vote must be taken in open session.

3.10 Emergency meetings of the Board may be held by telephonic communication. Emergency meetings may be held without notice, if the reason for the emergency is stated in the minutes of the next scheduled Board meeting. The decision to hold an emergency meeting requires the approval of the majority of the Board members. Any action approved in emergency session shall have the same effect as though taken at a scheduled meeting of the Board.

#### 4.0 Directors

4.1 Number, Election and Tenure. The property and affairs of the Association shall be managed and controlled by a Board of Directors comprised of five (5) persons elected from among those members eligible to vote at an annual meeting.

Directors shall be elected by the membership at the annual meeting. Each lot owner shall have one vote which can be cast for one candidate for each office which is vacant. Owners of multiple lots may cast one vote per office for each lot owned; multiple owners of a single lot must designate one person to cast their vote or votes.

The terms of the Directors shall be for either one or two years, staggered so that no more than three (3) nor less than two (2) of the five directorships shall expire at the same time. When a one year term is necessary to achieve this staggering, the candidate or candidates receiving the least votes will serve for one year. At each subsequent annual meeting, each directorship to be filled shall be filled by a director elected for a two (2) year term, except when a one year term is necessary to comply with the above.

Directors shall serve during their respective terms and until their successors have been elected and qualified. Any vacancy in a directorship held by a person that has been elected by the membership shall be filled by appointment by the remaining Directors for the term remaining to the vacating Director. During the existence of any vacancy, the remaining Directors shall possess and may exercise all powers vested in the Board.

4.5 Quorum in Voting. A majority of the members of the Board shall constitute a quorum for the transaction of all business, but if at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting. When a quorum exists, action may be taken by the majority vote of the directors present. Absent Board members cannot be considered present by proxy, however, they can vote by written proxy on a specific issue if said issue is stated in the agenda and about which no significant new information is



presented at the meeting .

4.6 In order to provide fair and equitable management, each Board should make every effort to present nominees for offices and committees which reflect the balance of ownership, as to demographics such as residents-to-non-residents, ocean frontage-to-non-frontage, single lot ownership-to-multiple lot ownership. Board and committee members must therefore be able participate in regular meetings by telephonic connection under the following circumstances:

- a) At least a quorum must be physically present at the meeting
- b) The cost of telephonic communication must be born by the member using it.
- c) Each member must make every effort to physically attend meetings; members using telephonic communications must have the agreement of the majority of the Board to do so or be counted absent.

4.7 Association Board of Directors; powers and duties.

.a The Board of Directors of the association may act on behalf of the association except as limited by the declaration, or the bylaws. In the performance of their duties, officers and members of the Board of Directors shall exercise the care required of fiduciaries.

.b The Board of Directors may not act on behalf of the association, without required membership approvals, to amend the declaration, terminate the planned community, elect members of the Board of Directors or determine the qualifications, powers, duties or terms of office of members of the Board of Directors. However, the Board of Directors may fill vacancies in its membership for the unexpired portion of any term by majority vote.

.c At least once every two years, the Board of Directors of the association shall review the insurance coverage of the association.

.d The Board of Directors of the association annually shall cause to be filed the necessary income tax returns for the association.

.e All meetings of the Board of Directors of the association, except Emergency or Executive sessions, shall be open to owners. Emergency meetings may be held without notice, if the reason for the emergency is stated in the minutes of the meeting; only emergency meetings of the Board of Directors may be conducted entirely by telephonic communication.

.f The Board of Directors, in the name of the association, shall maintain a current mailing address of the association.

4.8 Legal Expenses. No member of the Board or the Association shall incur legal expenses for the Association without the consensus of the majority of the Board members. Then, one main spokesperson shall be designated to communicate with attorneys for the Board. One Property Manager shall serve as a back-up communicator if asked to do so by that spokesperson or by the majority of the Board members. The law firm chosen by the Board will be informed of this rule and given the names of the chosen spokesperson and property manager. The purpose of this rule is to control legal expenses.

5.3 Removal of Officers. Upon an affirmation vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

The owners may remove any member of the Board of Directors, with or without cause, by a majority vote of all owners entitled to vote at any meeting of the owners at which a quorum is present. No removal of a director is effective unless the matter of removal is an item on the agenda and is clearly stated in the notice for the meeting as required under section 3.4 of these bylaws.

#### 6.0 Committees

6.1 Standing Committees. There shall be one standing committee of the Board of Directors which shall be known as the Architectural Committee. The Architectural Committee shall consist of three (3) or more members, at least half of whom must be owners of one or more residential lots in the Properties and the majority of whom cannot concurrently be serving as members of the Sea Crest Board of Directors. In the event that any member of the Architectural Control Committee is unable to attend any meeting called for the purpose of the committee transacting business, such absent member may appoint a representative or agent to serve in his stead either by proxy or in person.

7.1. Assessments. All proprietary members are obligated to pay monthly, or such other period as in the discretion of the Board of Directors is deemed necessary, assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for policy to cover repair and reconstruction work in case of hurricane, fire, earthquake, or other hazard. No assessments shall be imposed on any Residential Unit owned by Declarant until such time as a residential structure is constructed thereon and occupied by a resident, except that this requirement may be waived by Declarant by affirmative act. The assessments shall be made prorata as stipulated in the Declaration. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund of Replacements. Not later than sixty (60) days prior to the beginning of each calendar year, the Association shall estimate the total charges to be assessed each owner in the project. Each owner thereof shall thereafter pay to the Association his assessment in 12 equal monthly installments, each installment to be paid on or before the 10<sup>th</sup> day of each month. In the event the Association shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all expenses of the project for any reason, including nonpayment of any owner's assessment on a current basis, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the total charges to be assessed against each unit. The Association may, at its discretion, prorate any such supplemental assessment between the remaining months of the calendar year, or immediately levy a special assessment against each unit. Each monthly installment shall become delinquent if not paid on or before the 25<sup>th</sup> day of each month. Each special assessment shall become delinquent if not paid within thirty (30) days after the levy thereof. There shall accrue with each such delinquent monthly installment and will each such delinquent special assessment, interest at the maximum rate permitted by law in the State of Oregon on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association.

7.2 Fees, bonds and fines. In addition to the above noted expenses, the Board shall have the right to determine the amounts of such fines, fees, bonds or other expenses allowed them in the Declaration and record said amounts herein. Current amounts are:

- the construction application fee referred to in Sec. 1.4 shall be \$250.00

- the cash or bond required in Sec. 1.11 for clearing and excavation shall be \$3000.00. All or part of this deposit will be refunded by the Board upon final completion of the project in question, satisfactory to the Board, minus costs incurred, if any, as determined by the Board.

#### 8.0 Amendments

These Bylaws may be amended at any regular meeting of the Board or at any special meeting of the Board called for the purpose by a vote of sixty percent (60%) of all of the Directors or by the affirmative vote, in person or by proxy, of the majority of the total number of those members eligible to vote.

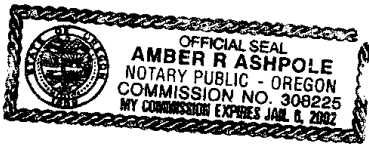
----- end of amendments of August 5, 2000 -----  
(any Sections not herein amended remain in force as previously recorded. In any contradiction between this amendment and previously recorded Bylaws, this amendment shall prevail.)

The Board of Directors of Sea Crest Association, an Oregon non-profit corporation, pursuant to the authority vested in the Board under Section 8 of the Bylaws, unanimously adopted the foregoing amendments and additions to be henceforth binding upon all members of the Association, effective August 5, 2000.

Linda P. Relyea  
Linda P. Relyea, President

STATE OF OREGON )  
 ) ss.  
County of Lincoln )

On this 7th day of August, 2000, before me personally appeared Linda P. Relyea, the President of Sea Crest Homeowners Association, an Oregon non-profit corporation, and signed the foregoing instrument on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be its voluntary act and deed.



Amber R. Ashpole  
NOTARY PUBLIC FOR Oregon  
My Commission Expires Jan. 6, 2002

STATE OF OREGON } ss.  
County of Lincoln }  
I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon.  
Book 406 Page 0369  
WITNESS my hand and seal of said office affixed.

Dana W. Jenkins  
DANA W. JENKINS, Lincoln County Clerk

Doc : 6231361  
Rect: 103487 56.00  
08/08/2000 03:05:24pm



OK TO RECORD

[Signature]  
SEA CREST

Alanna S. [Signature]  
Alanna S. [Signature]

After Recording Return to:  
Sea Crest Homeowners Assn.  
PO Box 264  
Otter Rock, OR 97369

AFTER RECORDING RETURN TO:  
SEACREST HOMEOWNERS ASSOC.  
P.O. BOX 264  
OTTER ROCK, OR 97369

B435 P1691

B435 P1691

AMENDMENT

TO THE

BYLAWS

OF

SEA CREST HOMEOWNERS ASSOCIATION

as recorded in Lincoln county, Oregon on January 6, 1989, Book 200, Page 1078  
and amended on August 5, 2000, Book 406, Page 369.

In accordance with Section 8 of those Bylaws and with the unanimous consent of the  
Board of Directors of Sea Crest Homeowners Association at its meeting on September 16, 2001,  
Section 5.3 of the Bylaws is hereby amended to read:

**5.3 Removal of Officers or Directors.** Upon an affirmation vote of a  
majority of the members of the Board of Directors, any officer or director may be  
removed, either with or without cause, and his successor elected at any regular  
meeting of the Board of Directors, or any special meeting of the Board called for  
such purpose. No removal of an officer or director is effective unless the matter of  
removal is an item on the agenda.

The owners may remove any member of the Board of Directors, with or  
without cause, by a majority vote of all owners entitled to vote at any regular  
meeting of the Board or any special meeting called for that purpose, at which a  
quorum is present. No removal of a director is effective unless the matter of  
removal is an item on the agenda and notice is properly given in accordance with  
Section 3.4 of these bylaws.

----- end of amendment of September 16, 2001 -----

(any Sections not herein amended remain in force as previously recorded. In any contradiction between this  
amendment and previously recorded Bylaws, this amendment shall prevail.)

The Board of Directors of Sea Crest Association, an Oregon non-profit corporation, pursuant to the authority vested in the Board under Section 8 of the Bylaws, unanimously adopted the foregoing amendments and additions to be henceforth binding upon all members of the Association, effective September 16, 2001.

  
Linda P. Relyea, President

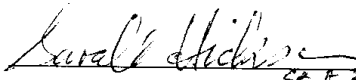
STATE OF OREGON )

) ss.

County of Lincoln )

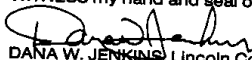
On this 7<sup>th</sup> day of November, 2000, before me personally appeared Linda P. Relyea, the President of Sea Crest Homeowners Association, an Oregon non-profit corporation, and signed the foregoing instrument on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be its voluntary act and deed.



  
NOTARY PUBLIC FOR State of Oregon  
My Commission Expires Aug 2, 2004

STATE OF OREGON ) ss.  
County of Lincoln

I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon.  
Book 435 Page 1691  
WITNESS my hand and seal of said office affixed.

  
DANA W. JENKINS, Lincoln County Clerk

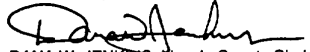
Doc : 6252677

Rect: 114302 31.00

11/27/2001 03:54:30pm



I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon. WITNESS my hand and seal of said office affixed.

  
DANA W. JENKINS, Lincoln County Clerk



Doc : 200503350  
Rect: 501761 26.00  
03/07/2005 03:06:46pm

AFTER RECORDING RETURN TO  
Sea Crest Homeowners Association  
PO Box 264,  
Otter Rock, OR 97369

# AMENDMENT TO THE BYLAWS OF SEA CREST HOMEOWNERS ASSOCIATION

The Board of Directors of Sea Crest Homeowners Association, an Oregon nonprofit corporation, pursuant to the authority vested in the Board under Section 8 of the Bylaws, unanimously adopted the foregoing amendment effective August 14, 2004 as recorded on January 6 1989 in Book 200, Page 1078, of the deed records of Lincoln County, Oregon, and as amended from time to time thereafter, are hereby amended by replacing Section 1.8 "Proxy" of the Bylaws in its entirety on B406 P0370 to read as follows:

"1.8 "Proxy" shall mean a written, signed, dated document entitling a named Proprietary Member otherwise entitled to vote in their own right to vote in the place of an absent Proprietary Member who is otherwise eligible to vote. The proxy must show the name and lot(s) of the Proprietary Member granting the proxy, the Proprietary Member to whom the proxy is being granted, the date the proxy is granted, the handwritten signature of the Proprietary Member granting the proxy, the specific issue being voted upon, and how to vote on the specific issue. Such proxies shall automatically revoke all previous proxies given by that Proprietary Member as to the same specific issue(s) and shall be filed with the Board Secretary at or before the commencement of any meeting during which they may be used. A proxy shall automatically terminate upon the vote being taken for the specific issue for which the proxy was given, within one year after being granted if the specific issue does not come up for a vote, or a specified date within the one year period, whichever first occurs. A proxy may specify how to vote on more than one specific issue, but must be specific as to each issue. No general proxies will be permitted. A member may revoke a properly drawn proxy by actual written notice of revocation to the Board Secretary."

IN WITNESS WHEREOF, the undersigned President and Treasurer of Sea Crest Homeowners Association have executed this Amendment, hereby certifying that the foregoing Amendment was adopted by a unanimous vote of the Directors at a duly called meeting after motion duly made and seconded.

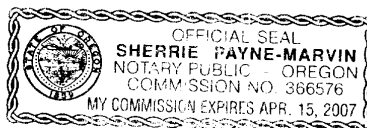
## SEA CREST HOMEOWNERS ASSOCIATION

By David G. Davis  
President

By Don E. Tyler  
Treasurer

STATE OF OREGON )

) ss  
County of Lincoln )

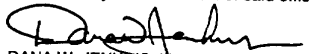


Personally appeared before me the above named David G. Davis and Don E. Tyler who, being duly sworn, did say that they are the President and Treasurer of Sea Crest Homeowners Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledge said instrument to be its voluntary act and deed.

Notary Public of Oregon



I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon. WITNESS my hand and seal of said office affixed.

  
DANA W. JENKINS, Lincoln County Clerk

Doc : 200503351  
Rect: 501761 26.00  
03/07/2005 03:06:47pm



AFTER RECORDING RETURN TO  
Sea Crest Homeowners Association  
PO Box 264  
Otter Rock, OR 97369

# AMENDMENT TO THE BYLAWS OF SEA CREST HOMEOWNERS ASSOCIATION

The Board of Directors of Sea Crest Homeowners Association, an Oregon nonprofit corporation, pursuant to the authority vested in the Board under section 8 of the Bylaws, as recorded in Lincoln County, Oregon January 6 1989 Book 200, Page 1078 of the deed records of Lincoln County, Oregon, and as amended from time to time thereafter, are amended by deleting section 4.6 sub paragraph b) in B406 P0372.

Delete paragraph 4.6 b) in its entirety.

IN WITNESS WHEREOF, the undersigned President and Treasurer of Sea Crest Homeowners Association have executed this Amendment, hereby certifying that the foregoing Amendment was adopted by unanimous vote of the Directors at a duly called meeting after motion duly made and seconded on January 22, 2005.

## SEA CREST HOMEOWNERS ASSOCIATION

BY David G. Laws  
President

BY Doreen Tyler  
Treasurer

STATE OF OREGON )

County of Lincoln ) ss

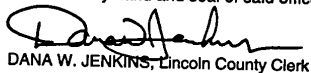


Personally appeared before me the above named David G. Laws & Doreen Tyler and who, being duly sworn, did say that they as President and Treasurer of Sea Crest Homeowners Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledge said instrument to be its voluntary act and deed.

Notary Public of Oregon Sherrie Payne-Marvin



I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon. WITNESS my hand and seal of said office affixed.

  
DANA W. JENKINS, Lincoln County Clerk



Doc : 200509377  
Rect: 504854 66.00  
06/21/2005 09:43:37am

AFTER RECORDING RETURN TO  
Sea Crest Homeowners Association  
PO Box 264  
Otter Rock, OR 97369

# AMENDMENT TO THE BYLAWS OF SEA CREST HOMEOWNERS ASSOCIATION

The Board of Directors of Sea Crest Homeowners Association, an Oregon nonprofit corporation, pursuant to the authority vested in the Board under section 8 of the Bylaws, unanimously adopted the foregoing amendment effective January 22, 2005 as recorded in Lincoln County, Oregon January 6, 1989 Book 200, page 1078 of the deed records of Lincoln County, Oregon, and as amended from time to time thereafter, amend section 7.2 Fees, bonds and fines to read as follows;

"-the cash required in CC&R Sec 1.11 for clearing and excavation shall be \$3000.00. In addition, any associated legal costs incurred by the HOA during the entire design approval thru the completed construction phases shall be charged and removed from this deposit. All or part of this \$3000.00 deposit will be refunded upon final approval by the architectural committee less costs incurred as determined by the Board."

IN WITNESS WHEREOF, the undersigned President and Treasurer of Sea Crest Homeowners Association have executed this amendment; hereby certifying the foregoing Amendment was adopted by a unanimous vote of the Directors at a duly called meeting after motion duly made and seconded.

## SEA CREST HOMEOWNERS ASSOCIATION

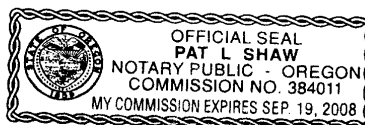
By David M. Daus  
President  
STATE OF OREGON )

By Don E. Tyler  
Treasurer

County of Lincoln )

Personally appeared before me the above named DAVID G. DAUS and DON E. TYLER who, being duly sworn, did say that they as President and Treasurer of Sea Crest Homeowners Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors: and they acknowledge said instrument to be its voluntary act and deed.

Notary Public of Oregon Pat L. Shaw



B406 P0359

W.T.E. ACCO 200415

RETURN TO: W.T.E.

AMENDMENT

TO THE

BYLAWS

OF

SEA CREST HOMEOWNERS ASSOCIATION

as recorded in Lincoln county, Oregon on January 6, 1989, Book 200, Page 1078.

In accordance with Section 8 of those Bylaws and with the unanimous consent of the Board of Directors of Sea Crest Homeowners Association at its meeting on August 5, 2000, the following Sections of the Bylaws are hereby amended to read:

1.7 "Quorum" shall mean the minimum number of members required to be present at a meeting before business can validly be transacted.

1.8 "Proxy" shall mean a written, signed, dated document entitling a named person to vote in the place of an absent member who is otherwise eligible to vote. Proxy should show the name(s) of the owner(s) and reference specifically which lot or lots' votes are being cast. Such proxies shall automatically revoke all previous proxies given by that owner and shall be filed with the Board Secretary at or before any meeting during which they may be used. A proxy shall terminate one year after its execution date unless a shorter term is specified therein. An owner may revoke a properly drawn proxy only by actual notice of revocation to the Board Secretary.

1.9 "Executive Session" shall mean any meeting or part of a meeting where the proceedings are to be conducted in private; thus, attendance of persons other than Board members may be severely limited, at the discretion of the Board.

## 2.0 Membership.

2.1 Members are divided into two groups:

2.1.1 Proprietary Members. Each owner of a residential unit, including Declarant, shall be a Proprietary Member of the Association; provided, that the purchaser(s) of a Residential Unit under a recorded land sale contract shall be deemed the "owner" of such Residential Unit for purposes of these Bylaws. Each Proprietary Member shall be entitled to one vote per Residential Unit owned by such member; provided that if two (2) or more Proprietary Members shall own any residential unit in any form of common ownership, the common owners shall designate in writing filed with the Secretary of the Association the name of the common owner who shall exercise the voting right for such Residential Unit.

The rights and privileges of a Proprietary Member shall terminate when the holder of a Proprietary Member ceases to qualify as an owner, and his certificate of membership shall thereupon be void.

2.1.2 Associate Members. Each lessee, renter, or other occupant of a Residential Unit not eligible for Proprietary Membership, but who satisfies the conditions of these Bylaws and of the Declaration respecting residency in the Properties, shall be an Associate Member, which status shall continue in effect during such period as the Associate Member shall be an authorized nonproprietary occupant of a Residential Unit. Associate Membership shall carry all the rights and privileges, and shall be subject to all obligations and responsibilities of Proprietary Membership, except the right to vote. At any time an Associate Member shall cease to be a resident of the Properties, or shall become a Proprietary Member, his right and privileges as an Associate Member shall thereupon terminate.

[Sec. 2.1.3 hereby deleted in its entirety.]

3.4 Notice of Meeting. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as a reasonable place, date and hour where it is to be held, to each member entitled to vote at such meeting, at least twenty (20) but not more than sixty (60) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

3.8 Quorum in Voting. A quorum for any annual or special meeting of the association shall consist of the number of persons who are entitled to cast 20 percent (20%) of the votes which may be cast for election of the Board of Directors and who are present in person or by proxy at the time the vote is cast. The vote of a majority of voting members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members.

3.9 The Board may adjourn a meeting and reconvene in executive session to discuss sensitive matters such as personnel matters, contract negotiations with a third party, consultation concerning the rights and duties of the association regarding existing or potential litigation or criminal matters, and other matters of business of a similar nature. If called during a scheduled meeting, the decision requires a motion and a second. If called independently of another meeting, it requires the approval of the majority of the Board members. Minutes are not required in Executive session; if taken, they are not printed or circulated. If the session results in a need for voting, the vote must be taken in open session.

3.10 Emergency meetings of the Board may be held by telephonic communication. Emergency meetings may be held without notice, if the reason for the emergency is stated in the minutes of the next scheduled Board meeting. The decision to hold an emergency meeting requires the approval of the majority of the Board members. Any action approved in emergency session shall have the same effect as though taken at a scheduled meeting of the Board.

#### 4.0 Directors

4.1 Number, Election and Tenure. The property and affairs of the Association shall be managed and controlled by a Board of Directors comprised of five (5) persons elected from among those members eligible to vote at an annual meeting.

Directors shall be elected by the membership at the annual meeting. Each lot owner shall have one vote which can be cast for one candidate for each office which is vacant. Owners of multiple lots may cast one vote per office for each lot owned; multiple owners of a single lot must designate one person to cast their vote or votes.

The terms of the Directors shall be for either one or two years, staggered so that no more than three (3) nor less than two (2) of the five directorships shall expire at the same time. When a one year term is necessary to achieve this staggering, the candidate or candidates receiving the least votes will serve for one year. At each subsequent annual meeting, each directorship to be filled shall be filled by a director elected for a two (2) year term, except when a one year term is necessary to comply with the above.

Directors shall serve during their respective terms and until their successors have been elected and qualified. Any vacancy in a directorship held by a person that has been elected by the membership shall be filled by appointment by the remaining Directors for the term remaining to the vacating Director. During the existence of any vacancy, the remaining Directors shall possess and may exercise all powers vested in the Board.

4.5 Quorum in Voting. A majority of the members of the Board shall constitute a quorum for the transaction of all business, but if at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting. When a quorum exists, action may be taken by the majority vote of the directors present. Absent Board members cannot be considered present by proxy, however, they can vote by written proxy on a specific issue if said issue is stated in the agenda and about which no significant new information is

presented at the meeting.

4.6 In order to provide fair and equitable management, each Board should make every effort to present nominees for offices and committees which reflect the balance of ownership, as to demographics such as residents-to-non-residents, ocean frontage-to-non-frontage, single lot ownership-to-multiple lot ownership. Board and committee members must therefore be able participate in regular meetings by telephonic connection under the following circumstances:

- a) At least a quorum must be physically present at the meeting
- b) The cost of telephonic communication must be born by the member using it.
- c) Each member must make every effort to physically attend meetings; members using telephonic communications must have the agreement of the majority of the Board to do so or be counted absent.

4.7 Association Board of Directors; powers and duties.

.a The Board of Directors of the association may act on behalf of the association except as limited by the declaration, or the bylaws. In the performance of their duties, officers and members of the Board of Directors shall exercise the care required of fiduciaries.

.b The Board of Directors may not act on behalf of the association, without required membership approvals, to amend the declaration, terminate the planned community, elect members of the Board of Directors or determine the qualifications, powers, duties or terms of office of members of the Board of Directors. However, the Board of Directors may fill vacancies in its membership for the unexpired portion of any term by majority vote.

.c At least once every two years, the Board of Directors of the association shall review the insurance coverage of the association.

.d The Board of Directors of the association annually shall cause to be filed the necessary income tax returns for the association.

.e All meetings of the Board of Directors of the association, except Emergency or Executive sessions, shall be open to owners. Emergency meetings may be held without notice, if the reason for the emergency is stated in the minutes of the meeting; only emergency meetings of the Board of Directors may be conducted entirely by telephonic communication.

.f The Board of Directors, in the name of the association, shall maintain a current mailing address of the association.

4.8 Legal Expenses. No member of the Board or the Association shall incur legal expenses for the Association without the consensus of the majority of the Board members. Then, one main spokesperson shall be designated to communicate with attorneys for the Board. One Property Manager shall serve as a back-up communicator if asked to do so by that spokesperson or by the majority of the Board members. The law firm chosen by the Board will be informed of this rule and given the names of the chosen spokesperson and property manager. The purpose of this rule is to control legal expenses.

5.3 Removal of Officers. Upon an affirmation vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

The owners may remove any member of the Board of Directors, with or without cause, by a majority vote of all owners entitled to vote at any meeting of the owners at which a quorum is present. No removal of a director is effective unless the matter of removal is an item on the agenda and is clearly stated in the notice for the meeting as required under section 3.4 of these bylaws.

#### 6.0 Committees

6.1 Standing Committees. There shall be one standing committee of the Board of Directors which shall be known as the Architectural Committee. The Architectural Committee shall consist of three (3) or more members, at least half of whom must be owners of one or more residential lots in the Properties and the majority of whom cannot concurrently be serving as members of the Sea Crest Board of Directors. In the event that any member of the Architectural Control Committee is unable to attend any meeting called for the purpose of the committee transacting business, such absent member may appoint a representative or agent to serve in his stead either by proxy or in person.

7.1. Assessments. All proprietary members are obligated to pay monthly, or such other period as in the discretion of the Board of Directors is deemed necessary, assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for policy to cover repair and reconstruction work in case of hurricane, fire, earthquake, or other hazard. No assessments shall be imposed on any Residential Unit owned by Declarant until such time as a residential structure is constructed thereon and occupied by a resident, except that this requirement may be waived by Declarant by affirmative act. The assessments shall be made prorata as stipulated in the Declaration. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund of Replacements. Not later than sixty (60) days prior to the beginning of each calendar year, the Association shall estimate the total charges to be assessed each owner in the project. Each owner thereof shall thereafter pay to the Association his assessment in 12 equal monthly installments, each installment to be paid on or before the 10<sup>th</sup> day of each month. In the event the Association shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all expenses of the project for any reason, including nonpayment of any owner's assessment on a current basis, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the total charges to be assessed against each unit. The Association may, at its discretion, prorate any such supplemental assessment between the remaining months of the calendar year, or immediately levy a special assessment against each unit. Each monthly installment shall become delinquent if not paid on or before the 25<sup>th</sup> day of each month. Each special assessment shall become delinquent if not paid within thirty (30) days after the levy thereof. There shall accrue with each such delinquent monthly installment and will each such delinquent special assessment, interest at the maximum rate permitted by law in the State of Oregon on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association.

7.2 Fees, bonds and fines. In addition to the above noted expenses, the Board shall have the right to determine the amounts of such fines, fees, bonds or other expenses allowed them in the Declaration and record said amounts herein. Current amounts are:

- the construction application fee referred to in Sec. 1.4 shall be \$250.00

B406 P0374

- the cash or bond required in Sec. 1.11 for clearing and excavation shall be \$3000.00. All or part of this deposit will be refunded by the Board upon final completion of the project in question, satisfactory to the Board, minus costs incurred, if any, as determined by the Board.

#### 8.0 Amendments

These Bylaws may be amended at any regular meeting of the Board or at any special meeting of the Board called for the purpose by a vote of sixty percent (60%) of all of the Directors or by the affirmative vote, in person or by proxy, of the majority of the total number of those members eligible to vote.

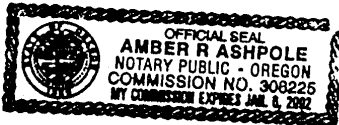
----- end of amendments of August 5, 2000 -----  
(any Sections not herein amended remain in force as previously recorded. In any contradiction between this amendment and previously recorded Bylaws, this amendment shall prevail.)

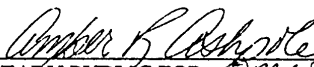
The Board of Directors of Sea Crest Association, an Oregon non-profit corporation, pursuant to the authority vested in the Board under Section 8 of the Bylaws, unanimously adopted the foregoing amendments and additions to be henceforth binding upon all members of the Association, effective August 5, 2000.

  
Linda P. Relyea, President

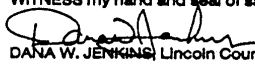
STATE OF OREGON )  
 ) ss.  
County of Lincoln )

On this 7th day of August, 2000, before me personally appeared Linda P. Relyea, the President of Sea Crest Homeowners Association, an Oregon non-profit corporation, and signed the foregoing instrument on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be its voluntary act and deed.



  
NOTARY PUBLIC FOR Oregon  
My Commission Expires Jan 6, 2002

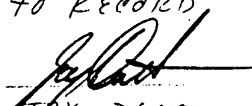
STATE OF OREGON ) ss.  
County of Lincoln )  
I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon.  
Book 406 Page 0369  
WITNESS my hand and seal of said office affixed.

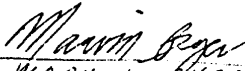
  
DANA W. JENKINS, Lincoln County Clerk

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08/08/2000 03:05:24pm



OK TO RECORD

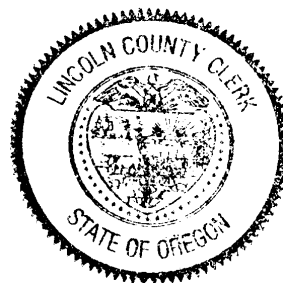
  
JAY DENT

  
MARVIN BYER

After Recording Return to:  
Sea Crest Homeowners Assn.  
PO Box 264  
Otter Rock, OR 97369



CERTIFIED TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL  
DATE February 24, 2005  
DANA W. JENKINS, COUNTY CLERK  
BY Laura A. Ely  
DEPUTY



I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon. WITNESS my hand and seal of said office affixed.

  
DANA W. JENKINS, Lincoln County Clerk



AFTER RECORDING RETURN TO  
Sea Crest Homeowners Association  
PO Box 264  
Otter Rock, OR 97369

Doc : 200513883  
Rect: 507172 71.00  
09/01/2005 11:48:47am

# AMENDMENT TO THE BYLAWS OF SEA CREST HOMEOWNERS ASSOCIATION

The Board of Directors of Sea Crest Homeowners Association, an Oregon nonprofit corporation, pursuant to the authority vested in the Board under Section 8 of the bylaws, unanimously adopted the foregoing amendment effective August 20, 2005 as recorded on January 6 1989 in Book 200, Page 1078, of the deed records of Lincoln County, Oregon, and as amended from time to time thereafter, are hereby amended by adding SCHEDULE OF FINES EXHIBIT "A" following the second sentence of paragraph 7.2 wording "Current amounts are:" and immediately before the sections wording of "-the construction application---- of the same section. Add the Sea Crest Homeowners Association, Resolution of the Board of Directors, ENFORCEMENT PROCEDURES Recital and Resolution as new section "7.2.1 ENFORCEMENT PROCEDURE"

IN WITNESS WHEREOF, the undersigned President and acting Secretary of Sea Crest Homeowners Association have executed this Amendment, hereby certifying that the foregoing Amendment was adopted by unanimous vote of the Directors at a duly called meeting after motion duly made and seconded on August 20, 2005.

## SEA CREST HOMEOWNERS ASSOCIATION

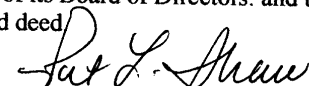
BY   
President

BY   
Acting Secretary

STATE OF OREGON  
County of Lincoln

Personally appeared before me the above named DAVID D. DAVIS and DON E. TYLER who, being duly sworn, did say that they as President and Acting Secretary of the Sea Crest Homeowners Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors: and they acknowledge said instrument to be its voluntary act and deed

Notary Public of Oregon

  
PAT L. SHAW

9/1/05



# SEA CREST HOMEOWNERS ASSOCIATION

## Resolution of the Board of Directors

### ENFORCEMENT PROCEDURE

#### RECITALS

A. "Declaration" is the *Declaration of Covenants, Conditions and Restrictions of First August Financial Co., as "Declarant" and All Property Owners of Otter Village now known as SEA CREST*, "Bylaws" is *Bylaws of Sea Crest Homeowners Association*, "Act" is the *Oregon Planned Community Act, ORS 94.550 - 94.783* and "Association" is *Sea Crest Homeowners Association*.

B. Article 4, Section 4.7 of the Bylaws vests the Board of Directors with the power to exercise, for the Association, all of the powers and duties necessary for the administration of the affairs of the Association.

C. Article 2, Section 2.2.3 of the Declaration empowers the Board of Directors to adopt and modify rules and regulations governing the conduct of persons and the operation and use of the properties, as it deems necessary or appropriate, in order to assure the peaceful and orderly use and enjoyment of the properties.

D. Article 12, Section 12.2 of the Declaration and ORS 94.630(n) provide that the Board of Directors may levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association after notice and an opportunity to be heard, if the fine is based on a schedule of fines adopted by a resolution of the Board.

E. ORS 94.709 provides that fees, late charges, fines, and interest imposed, pursuant to ORS 94.630(1)(n), are enforceable as assessments.

F. From time to time the Board of Directors receives complaints from owners regarding alleged nuisances; improper, offensive, or unlawful activities or use of the premises; or other alleged violations of the Declaration, Bylaws, or Rules and Regulations.

G. For the benefit and protection of the Association and of the individual owners, the Board of Directors deems it necessary and desirable to establish a procedure to ensure that owners receive notice and an opportunity to be heard in cases involving alleged noncompliance by an owner or resident with the provisions of the Declaration, Bylaws, or Rules and Regulations.

H. The Board deems it necessary and desirable to adopt a *Schedule of Fines* to be used by the Board in imposing sanctions for violations of the Declaration, Bylaws, or Rules and Regulations of the Association.

I. No formal procedure presently exists for the handling of complaints or the enforcement of provisions of the Declaration, Bylaws, or Rules and Regulations.

#### RESOLUTION

**NOW, THEREFORE, IT IS RESOLVED** that:

I. The procedure set forth below be adopted to provide for a formal, uniform, and systematic procedure for handling complaints and enforcement of violations of the Declaration, Bylaws, and Rules and Regulations.

#### **ARTICLE 1** **ENFORCEMENT**

1.1 **Board of Directors.** If a complaint of an alleged violation is initiated by the Board of Directors, the procedure for handling enforcement shall be governed by Article 2 below.

1.2 **Disputes between Owners.** If an Owner ("Complaining Owner") alleges that another Owner ("Alleged Offending Owner"), or the tenant, guest, visitor or occupant of the Alleged Offending Owner, is creating a nuisance or participating in offensive or unlawful conduct in violation of the Declaration, Bylaws, or Rules and Regulations of the Association, the Complaining Owner may submit a complaint to the Board of Directors. The procedure for handling complaints by Owners about other Owners, or their guests, tenants, visitors, or occupants shall be governed by Article 3 below.

#### **ARTICLE 2** **PROCESS FOR COMPLAINT BY BOARD OF DIRECTORS**

2.1 **Determination of Violation.** If the Board of Directors determines that there is a probable violation of the Declaration, Bylaws, or Rules and Regulations, the Board may proceed as provided in this article without having received a Complaint from an Owner.

2.2 **Notice of Violation.**

- (a) **Notice to Alleged Offending Owner.** Once the Board determines that there is a probable violation of the Declaration, Bylaws, or Rules and Regulations, the Board shall notify the Alleged Offending Owner or the

guest, tenant, visitor, or occupant of the Alleged Offending Owner of the alleged violation in writing. The notice:

- (1) Shall describe the alleged violation;
- (2) Shall state that the Alleged Offending Owner has the right to request a hearing in accordance with Section 2.5 below;
- (3) May provide for any of the actions specified in Section 2.3 below or Articles 4 or 5 below; and
- (4) Shall be mailed or delivered to the Alleged Offending Owner at the Alleged Offending Owner's address as shown on the records of the Association.

2.3 **Remedies.** The written notice given, pursuant to Section 2.2 above may provide or specify any or all the following:

- (a) The action required to abate the violation;
- (b) The time period during which the violation may be abated without further sanctions;
- (c) A statement advising the Alleged Offending Owner that if the alleged violation is not abated by the specified compliance deadline, fines will be automatically assessed, beginning on the compliance deadline date, pursuant to the *Schedule of Fines* adopted by the Board of Directors;
- (d) Such other information the Board deems appropriate under the circumstances.

2.4 **Cure and Abatement of Violations.**

- (a) **Certain Types of Violations.** The Board, in its discretion, may, by resolution, designate certain types of violations as exempt from a cure and abatement period and provide that such violations shall not be entitled to a cure and abatement period.
- (b) **Repeat Violations.** Owners who repeat the violation within one (1) year of the previous violation shall not be entitled to a cure and abatement period or the right to a hearing. For such violations, the Board shall give notice of the violation in the manner specified in Section 2.2 above.

2.5 **Right to Request a Hearing.** The Alleged Offending Owner shall be entitled to notice and the opportunity for a hearing as set forth in this Resolution, except as provided in Section 2.4 above.

2.6 **Hearing.** If an Alleged Offending Owner requests a hearing pursuant to Section 2.5 above, the Board shall set a hearing and give reasonable notice of the date, time, and place of the hearing to the Alleged Offending Owner.

- (a) **Appearance.** If a hearing has been set by the Board, but the Alleged Offending Owner fails to appear at the time set for the hearing, the Board may, at its sole discretion:
  - (1) Conduct the hearing without the presence of the Alleged Offending Owner;
  - (2) Allow the Alleged Offending Owner additional time that day to appear;
  - (3) Reset the hearing to another date and time; or
  - (4) Take action as provided in Article 4, below.
- (b) **Conduct.** The Board may limit testimony and evidence as it determines is reasonable and necessary.
- (c) **Determination and Action by the Board.** Determinations and Actions by the Board shall be pursuant to Articles 4 and 5 below.

### **ARTICLE 3**

#### **PROCESS FOR COMPLAINTS BY OWNERS TO BOARD**

##### **3.1 Written Complaint to Board.**

- (a) The Complaining Owner shall submit a Complaint in writing by U.S.P.S. mail directed to the Board of Directors c/o the Homeowners Association Business Manager. The Complaint shall be signed by the Complaining Owner and include:
  - (1) The name, and address of the Complaining Owner;
  - (2) The name and address of the Alleged Offending Owner;
  - (3) A description of the offending behavior or activity, including date

and approximate time;

- (4) A statement that the parties have not been able to resolve the matter or why attempts to make personal contact with the Alleged Offending Owner were either not initiated, unsuccessful, or otherwise ineffective; and if applicable;
  - (5) The date and approximate time that the behavior or activity continued thereafter.
- (b) Any Complaint which is not in writing shall not be addressed as a formal complaint under the procedures set forth in this resolution. The Board shall have discretion to refuse to investigate any complaint which fails to establish clearly that the procedures set forth in Section 1.2 or Section 3.1 above have been followed.

3.2 **Notice of Complaint.** Upon receipt of any written Complaint, a copy shall be provided to the Alleged Offending Owner. If the Complaint is against a tenant, guest, visitor, or occupant of an Owner, rather than the Owner, a copy of the Complaint shall be provided to the Owner and to the offending tenant, guest, visitor, or occupant, when the Board deems appropriate.

3.3 **Preliminary Investigation.** Upon receipt of a written Complaint, the Board, or a person authorized by the Board, may conduct a preliminary investigation to confirm the nature and existence of the allegations contained in the Complaint.

3.4 **Informal Action.** The President, a designated Board member, or other person authorized by the Board may first attempt to resolve the matter either by an informal meeting with, telephone call to, or a letter to the Alleged Offending Owner. The President, designated Board member, or person authorized by the Board may report to the Complaining Owner what informal action, if any, was taken.

3.5 **Notice of Hearing.** If the matter is not resolved informally, the Board shall follow the procedures set forth in Article 2.

3.6 **Appearances Required at Hearing.** All parties, including the Alleged Offending Owner and Complaining Owner, shall be required to appear at the hearing.

- (a) **Procedure if Complaining Owner Fails to Appear.** If the Complaining Owner fails to appear at the hearing at the time set for the hearing, the Board may dismiss the Complaint, unless the Board determines at that time that there is just cause to:

- (1) Conduct the hearing without the Complaining Owner;
  - (2) Allow the Complaining Owner additional time that day to appear; or
  - (3) Reset the hearing to another date and time.
- (b) Procedure if Alleged Offending Owner Fails to Appear. If either the Complaining Owner appears at the hearing, or if the Complaining Owner fails to appear and the Board elects to conduct the hearing as set forth in 3.6.(a)(1), and the Alleged Offending Owner fails to appear at the time set for the hearing, the Board shall proceed to hear from the Complaining Owner if present or proceed on its own without the presence of the Complaining Owner and make a determination of whether the Declaration, Bylaws, or Rules and Regulations have been violated and what action, if any, the Board shall take with respect to the Complaint in accordance with Sections 4 and 5 below, unless the Board determines at that time that there is just cause to:
- (1) Allow the Alleged Offending Owner additional time that day to appear; or
  - (2) Reset the hearing to another date and time.
- (c) Dismissal. In the case of dismissal, the Board shall notify the Complaining Owner and the Alleged Offending Owner, in writing, that the Complaint has been dismissed. Any further or later Complaint in writing by the same Complaining Owner relating to the same, or substantially the same, conduct or alleged violation shall be treated as a first Complaint.

### 3.7 **Conduct of Hearing.**

- (a) Testimony from Parties. If both the Complaining Owner and the Alleged Offending Owner appear, the Board shall proceed to hear from the Complaining Owner and from the Alleged Offending Owner, make a determination whether the Declaration, Bylaws, or Rules and Regulations have been violated, and what action, if any, the Board shall take with respect to the Complaint.
- (b) Evidence and Witnesses. The Complaining Owner and the Alleged Offending Owner may present evidence and witnesses at the hearing. The



Board may limit testimony and evidence as it determines is reasonable and necessary.

#### **ARTICLE 4** **ACTION BY BOARD**

**4.1 Board Determination.**

- (a) The Board shall make a determination of what action, if any, is appropriate under the circumstances.
- (b) Deliberations by the Board shall be in an open meeting of the Board in accordance with ORS 94.640, unless otherwise permitted under ORS 94.640, as it may be amended from time to time.
- (c) The Board shall either render its decision at the conclusion of the hearing, or take the matter under advisement and render the decision at a later Board meeting.
- (d) All decisions of the Board shall be in writing, a copy of which shall be sent by U.S.P.S. mail to the Alleged Offending Owner within seven (7) calendar days of the determination.

**4.2 Board Actions.** Action by the Board may include, but is not limited to:

- (a) Imposition of assessments of one-time fines and/or continuing fines until the Offending Owner takes corrective action satisfactory to the Board pursuant to the *Schedule of Fines* set forth in attached **Exhibit A**;
- (b) Legal action against the Offending Owner and tenants, guest, or other occupants of the Offending Owner;
- (c) Any other action specifically provided for pursuant to the Oregon Planned Community Act, the Declaration, Bylaws, Rules and Regulations, or resolution adopted by the Board of Directors.

**4.3 Additional Corrective Action by Board.**

- (a) Right of Board to Take Additional Corrective Action. If, after the Board has made a determination under Section 4.1 above, the Offending Owner fails to correct the matter, the Board may take additional corrective action without prior notice to the Offending Owner or opportunity for hearing under Section 2.5 or Section 3.5 above.

## SEA CREST HOMEOWNERS ASSOCIATION

### SCHEDULE OF FINES\* EXHIBIT "A"

|                                                                                                                                                             |                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 1. Offensive or unlawful activities                                                                                                                         | \$25.00 per occurrence                                       |
| 2. Removal of or damage to trees in Common Areas or on other owner's property                                                                               | \$1,000.00 per tree                                          |
| 3. Unauthorized removal of trees on own property in violation of CC&R §1.11 (Landscape and Maintenance)                                                     | \$1,000.00 per tree                                          |
| 4. Obstruction, damage to, or interference with the use of Common Elements (trees covered separately at #2)                                                 | \$100.00 per occurrence plus actual replacement/repair costs |
| 5. Violation of New Construction guidelines                                                                                                                 | \$100.00 per month until corrected                           |
| 6. Unauthorized changes or additions to exterior (including but not limited to CC&Rs §§1.5 and 1.10)                                                        | \$100.00 per month until corrected                           |
| 7. Unsightly appearance of landscape, exterior unit, or appearance of unit from the exterior (see CC&R §7.0)                                                | \$100.00 per month until corrected                           |
| 8. Unauthorized use of property (including unauthorized rentals in violation of CC&R §1.12)                                                                 | \$100.00 per day                                             |
| 9. Household pets not confined to the unit or restrained by leash and creating a nuisance                                                                   | \$25.00 per occurrence                                       |
| 10. Unauthorized trucks or recreational vehicles                                                                                                            | \$25.00 per occurrence                                       |
| 11. Other violations of the Declaration, Bylaws, or Rule and Regulations (including exceeding posted speed limits) not Otherwise set forth in this Schedule | \$25.00 per occurrence                                       |

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### \*ADDITIONAL REMEDIES

As per enforcement procedure sections 4.2 and 5, and additional rules and regulations, the Schedule Of Fines set forth above is in addition to legal action against the offending owner and tenants, guest, or other occupants of the offending owner; and/or any other action specifically provided for pursuant to the Oregon Planned Community Act, the Declaration, Bylaws, Rules and Regulations, or resolution adopted by the Board of Directors, including but not limited to immediate legal action deemed reasonably necessary, to enjoin conduct which the Board determines is in violation of the Declaration, Bylaws, Rules and Regulations or applicable state or federal law.

- (b) Notice of Additional Action. The Board shall give an Offending Owner written notice of any additional action taken under Subsection (a) of this section.

**ARTICLE 5**  
**IMMEDIATE LEGAL ACTION**

Notwithstanding any other provision in Article 1 through Article 4 above, the Board may take immediate legal action, as it deems reasonably necessary, to enjoin conduct which it determines is in violation of the Declaration, Bylaws, Rules and Regulations or applicable state or federal law.

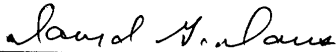
II. The *Schedule of Fines* attached hereto as **Exhibit A** be adopted by the Board of Directors in determining fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association.

III. The Board reserves the right to amend, revise, or add to this Resolution and/or the *Schedule of Fines* from time to time as the Board deems necessary.

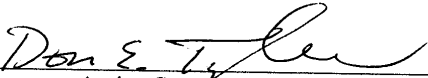
IV. A copy of this Resolution be sent to all owners at their last known address and any further amendments to this Resolution and/or the *Schedule of Fines* also be sent to all owners.

Date: August 20, 2005

ATTEST:



\_\_\_\_\_  
President, Board of Directors,  
Sea Crest Homeowners Association



\_\_\_\_\_  
Temporary Acting Secretary, Board of Directors,  
Sea Crest Homeowners Association



After Recording Return to:  
Vial Fotheringham LLP  
7000 SW Varns Street  
Portland, OR 97223

STATE OF OREGON } ss.  
County of Lincoln

4 Pages

I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon. WITNESS my hand and seal of said office affixed.

  
DANA W. JENKINS, Lincoln County Clerk



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11/14/2005 01:41:09pm

**AMENDMENT TO BYLAWS OF  
SEA CREST HOMEOWNERS ASSOCIATION,  
An Oregon Nonprofit Corporation**

This Amendment to Bylaws of Sea Crest Homeowners Association (the "Amendment") is made this 4th day of November, 2005 by Board of Directors of Sea Crest Homeowners Association, an Oregon nonprofit corporation (the "Association").

**RECITALS**

A. Sea Crest is a planned community created by the following documents recorded in the Records of Lincoln County, Oregon:

Declaration of Covenants, Conditions and Restrictions recorded November 23, 1988 in Book 199, Page 323 (the "Declaration").

Bylaws of the Sea Crest Homeowners Association recorded January 6, 1989 in Book 200, Page 1078 (the "Bylaws").

Plat of Sea Crest at Otter Rock, A Replat of Otter Village recorded in Book 14, Page 49, Plat Records.

B. The Bylaws have been amended by the instruments set forth in Exhibit A attached hereto.

C. As of January 1, 2002, Sea Crest is a Class II Planned Community and subject to the provisions of the Oregon Planned Community Act (ORS 94.550 to 94.783) as provided in ORS 94.572.

D. Sea Crest Homeowners Association is the association of owners formed pursuant to the Declaration and Bylaws and incorporated under the Oregon Nonprofit Corporation Act by Articles of Incorporation filed November 21, 1988 in the office of the Oregon Secretary of State, Corporation Division.

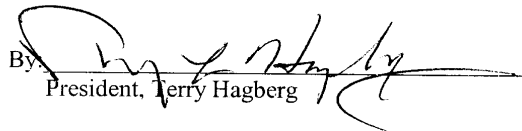
E. The Board of Directors deems it to be in the best interest of the Association to amend the Bylaws to require that all members of the Architectural Committee be owners.

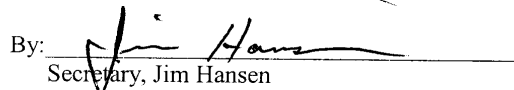
**NOW, THEREFORE**, pursuant to Section 8.0 of the Bylaws with the approval of at least sixty percent (60%) of the directors present at a meeting of the Board of the Directors, the Board of Directors hereby amends Section 6.1 of the Bylaws to read as follows:

6.0 Committees

6.1 Standing Committees. There shall be one standing committee of the Board of Directors which shall be known as the Architectural Committee. The Architectural Committee shall consist of three (3) or more members, all of whom must be owners of one or more residential lots in the Properties and the majority of whom cannot concurrently be serving as members of the Sea Crest Board of Directors. In the event that any member of the Architectural Committee is unable to attend any meeting called for the purpose of the committee transacting business, such absent member may appoint a representative or agent to serve in his stead either by proxy or in person.

**SEA CREST HOMEOWNERS ASSOCIATION**

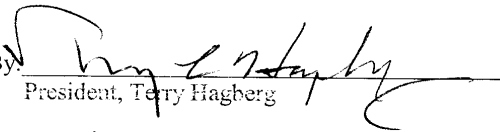
By:   
President, Terry Hagberg

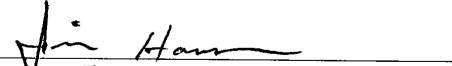
By:   
Secretary, Jim Hansen

**CERTIFICATION**

The undersigned President and Secretary of Sea Crest Homeowners Association hereby certify that the within Amendment to Bylaws of Sea Crest Homeowners Association has been approved pursuant to Section 8.0 of the Bylaws and ORS 94.625(2)(b)(B).

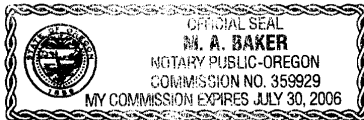
**SEA CREST HOMEOWNERS ASSOCIATION**

By:   
President, Terry Hagberg

By:   
Secretary, Jim Hansen

STATE OF OREGON     )  
                                      ) ss  
County of                 )

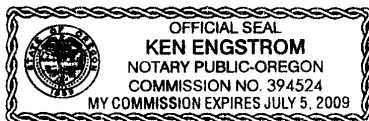
The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of OCT, 2005 by Terry Hagberg, President, of the Sea Crest Homeowners Association, on its behalf.

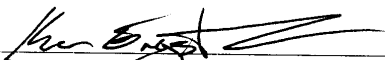


  
Notary Public for Oregon  
My Commission Expires: 7-30-2006

STATE OF OREGON     )  
                                      ) ss  
County of                 )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of November, 2005 by Jim Hansen, Secretary, of the Sea Crest Homeowners Association, on its behalf.



  
Notary Public for Oregon  
My Commission Expires: July 5<sup>th</sup> 2009

## **EXHIBIT A**

Amendment to Bylaws of Sea Crest Homeowners Association recorded September 10, 1999 in Book 389, Page 73, Records of Lincoln County, Oregon.

Amendment to the Bylaws of Sea Crest Homeowners Association recorded August 8, 2000 in Book 406, Page 369, Records of Lincoln County, Oregon.

Amendment to the Bylaws of Sea Crest Homeowners Association recorded November 27, 2001 in Book 435, Page 1690, Records of Lincoln County, Oregon.

Amendment to the Bylaws of Sea Crest Homeowners Association recorded March 7, 2005 as Document No. 2005-03350, Records of Lincoln County, Oregon.

Amendment to the Bylaws of Sea Crest Homeowners Association recorded March 7, 2005 as Document No. 2005-0335, Records of Lincoln County, Oregon.

Amendment to the Bylaws of Sea Crest Homeowners Association recorded June 21, 2005 as Document No. 2005-09377, Records of Lincoln County, Oregon.

Amendment to the Bylaws of Sea Crest Homeowners Association recorded September 1, 2005 as Document No. 2005-13883, Records of Lincoln County, Oregon.

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