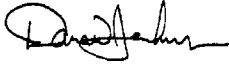



After Recording Return to:  
Vial Fotheringham LLP  
17355 SW Boones Ferry Road, Suite A  
Lake Oswego, OR 97035

Grantors: Olivia Beach Home Owners Association  
Olivia Beach, LLC

Grantee: Public

Lincoln County, Oregon	<b>2020-05565</b>
<b>06/09/2020 09:19:02 AM</b>	Cnt=1 Pgs=40 Stn=20
DOC-AM/DECLAR	\$200.00 \$11.00 \$10.00 \$60.00 \$20.00 \$7.00 \$308.00
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	

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR OLIVIA BEACH**

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**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR OLIVIA BEACH**

This Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions, and Easements for Olivia Beach is made this 1<sup>st</sup> day of June, 2020.

**RECITALS**

A. Olivia Beach is an Oregon planned community located in Lincoln County, Oregon. The planned community was established and is governed by the following documents recorded in the land records of Lincoln County, Oregon:

Declaration of Protective Covenants, Conditions, Restrictions, and Easements for Lots 1 Through 89, Olivia Beach in Lincoln County, Oregon (“Declaration”), recorded as document number 200608297.

Declaration of Annexation to Olivia Beach, recorded as document number 200704029.

Declaration of Covenants and Restrictions for the Olivia Beach Project, recorded as document number 2010-05375.

Pedestrian Access Easement, recorded as document number 2012-02974.

Bylaws for Olivia Beach Homeowners Association, recorded as document number 2014-00049.

Annexation to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Olivia Beach (To Annex Lots 1, 2, and 3 of the Barnacle Subdivision), recorded as document number 2015-00201.

Declaration of Annexation of Property to Olivia Beach and to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Olivia Beach (Annexation of Lot 9, Hunter’s Highland), recorded as document number 2015-02419.

Declaration of Annexation of Property to Olivia Beach and to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Olivia Beach (Annexation of Lot 1, Hunter’s Highland), recorded as document number 2015-04448.

Declaration of Annexation of Property to Olivia Beach and to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Olivia Beach (Annexation of Lot 4, Hunter’s Highland), recorded as document number 2015-10499.

Annexation to The Declaration of Protective Covenants, Conditions, Restrictions, and Easements for Olivia Beach (To Annex Lot 3 of the Second Addition to Nelscott Beach), recorded as document number 2015-02682.

Declaration of Annexation of Property to Olivia Beach and to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Olivia Beach (Annexation of Lot 2, Hunter’s Highland), recorded as document number 2016-02003.

Annexation to The Declaration of Protective Covenants, Conditions, Restrictions, and Easements for Olivia Beach (To Annex Lot 2 Block 1 of the Second Addition to Nelscott Beach), recorded as document number 2016-03054.

Declaration of Annexation to Olivia Beach and to The Declaration of Protective Covenants, Conditions, Restrictions and Easements for Olivia Beach ("Annexation") (Annexation of Lots 3,5,7,8,10,11,12,13,14,15,16, and 17, Hunter's Highland), recorded as document number 2016-05172.

Declaration for Annexation to Olivia Beach and to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Olivia Beach ("Annexation") (Annexation of Phase 3 Plat and Lots 90-120), recorded as document number 2017-09083.

B. The Olivia Beach Homeowners Association ("Association") is an Oregon nonprofit corporation, formed pursuant to the Declaration, Bylaws, and Articles of Incorporation.

C. Olivia Beach, LLC ("Declarant") previously submitted the real property and improvements thereon located in Lincoln City, Oregon, described on Exhibit "A" (the "Property") to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Olivia Beach as recorded on June 1, 2006 in the records of Lincoln County, Oregon, as Document Number 2006-08297. All capitalized terms used herein shall have the meanings attributed to them in Article 1 hereof.

D. Declarant has developed the Property as a planned development, called Olivia Beach, and imposed mutually beneficial covenants, conditions, restrictions, easements, assessments and liens on the Property under a comprehensive general plan of improvement and development for the benefit of all of the Owners, the Lots and the Common Area within Olivia Beach. Declarant has annexed additional lots and common property to Olivia Beach. Olivia Beach is a planned subdivision with Common Area as described in Exhibit A.

E. The Association has been established for the preservation of the values and amenities in Olivia Beach and has been delegated and assigned the powers and authority to own, maintain and administer the Association and the Common Area; to administer and enforce the covenants, conditions, and restrictions of this Declaration; and to collect and disburse the assessments and charges hereinafter imposed.

F. Pursuant to Article 11.6 of the Declaration and ORS 94.590, with the approval of at least 75 percent of the owners, the owners and the Declarant hereby amend and restate the Declaration. The Declaration is replaced and superseded by this Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions, and Easements for Olivia Beach as set forth below.

NOW, THEREFORE, the Property shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens, which shall run with the land, which shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, and which shall inure to the benefit of the Association and each Lot Owner.

## **ARTICLE 1**

### **DEFINITIONS**

As used in this Declaration, the terms set forth below shall have the following meanings:

1.1 "Architectural Review Committee" or "ARC" shall refer to the Board unless the Board has appointed a separate body or architectural firm to carry out the functions described in Article 6 hereof, in which case "Architectural Review Committee" or "ARC" shall refer to the body so appointed.

1.2 "Articles" shall mean the Articles of Incorporation of Olivia Beach Homeowners' Association, an Oregon nonprofit corporation, as filed with the Oregon Corporation Commissioner.

1.3 "Association" shall mean and refer to Olivia Beach Homeowners' Association, an Oregon nonprofit corporation, its successors and assigns.

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

1.5 "Bylaws" shall mean and refer to the Bylaws of the Association, as the same may be subsequently amended or supplemented pursuant to the terms thereof.

1.6 "Common Area" shall mean and refer to that area of land on the recorded Plat, which area has been subjected to this Declaration, including any improvements thereon, which is entitled to be devoted to the common use and enjoyment of Members, and shall have the same meaning as the term "Common Property" under the Oregon Planned Community Act.

1.7 "Declarant" shall mean and refer to Olivia Beach, LLC, its successors and assigns, or any successor or assign to all or the remainder of its interest in the development of the Property.

1.8 "Declaration" shall mean the covenants, conditions, restrictions, and all other provisions set forth in this amended and restated Declaration of Covenants, Conditions and Restrictions for Olivia Beach Homeowners' Association.

1.9 "General Plan of Development" shall mean Declarant's general plan of development of the Property, as approved by appropriate governmental agencies, as such plan may be amended from time to time.

1.10 "Home" shall mean and refer to any portion of a structure situated on a Lot, which portion is designed and intended for use and occupancy as a single-family residence.

1.11 "Living Unit" shall mean and refer to any portion of a structure situated on a Lot or Lots, which portion is designed and intended for use and occupancy as a residence by a single family or household.

1.12 "Lot" shall mean and refer to each and any lot which is shown on the Plat and which is subject to this Declaration. Provided, however, that it shall not include any lot or tract that is designated for use as Common Area on the Plat or in the Declaration.

1.13 "Members" shall mean and refer to Owners, who by virtue of their ownership of a Lot, are members of the Association.

1.14 "Occupant" shall mean and refer to the occupant of a Home who shall be either the Owner, a lessee or any other person authorized by the Owner to occupy the premises.

1.15 "Olivia Beach" shall mean the Lots and Common Area described on the Plat.



1.16 "Olivia Beach Homeowners' Association" is an Oregon nonprofit corporation, membership in which is held by all Owners of Homes in Olivia Beach.

1.17 "Owner" shall mean and refer to the owner of record, whether one (1) or more persons or entities, of the fee simple title to any Lot or to a purchaser in possession under a land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.

1.18 "Plat" shall mean and refer to the plat for Olivia Beach, which has been amended and recorded in Lincoln County and which depicts the Lots and Common Area.

1.19 "Property" shall mean and refer to all real property that is subject to this Declaration, including Lots, the Common Area and all improvements located thereon, as more particularly set forth on Exhibit "A".

1.20 "Rules and Regulations" shall mean and refer to the documents containing rules, regulations and policies adopted by the Board of the Association or the ARC, as such documents may be from time to time amended.

1.21 "Tracts" or "Common Area Tracts" shall mean and refer to those parcels of land that are designated as a Tract or Common Area on the Plat.

## ARTICLE 2

### PROPERTY SUBJECT TO THIS DECLARATION

2.1 Development. All of the real property described in Exhibit "A", which is attached hereto and incorporated by this reference herein, is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

The real property described in Exhibit "A", together with other real property from time to time annexed thereto and made subject to these covenants pursuant to Section 2.2, shall constitute Olivia Beach.

2.2 Annexation. The Board, subject to approval by not less than seventy-five percent (75%) of the total voting interest of the Association may permit other holders of adjacent real property in the vicinity of Olivia Beach to annex any portion of such real property owned by them to these covenants. Upon the approval of the Board and the Members, the annexation of any such real property shall be accomplished as follows:

(a) The holder or holders of such real property shall record a declaration which will be executed by or bear the approval of the Board, and shall, among other things, describe the real property to be annexed, establish any additional or different limitations, restrictions, covenants and conditions, which were intended to be applicable to such property, and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to these covenants.

(b) The property included by any such annexation shall thereby become a part of Olivia Beach, the declaration with respect thereto shall become a part of this Declaration. The

Association shall have and shall accept and exercise administration of this Declaration with respect to such property.

(c) The declaration with respect to any annexed area will protect the existing land classifications in Olivia Beach and may place different or more stringent classifications or more restrictive limitations or covenants on the development of such annexed property.

2.3 Lincoln City Municipal Code. In the event that any provision of this Declaration conflicts with, or authorizes conduct in violation of, Lincoln City Municipal Code or any other law for ordinance, the Lincoln City Municipal Code, law, or ordinance shall control.

### ARTICLE 3

#### OWNERSHIP AND EASEMENTS

3.1 Non-Severability. The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by any Owner separately from the interest in the Common Area. Any conveyance of any Lot shall automatically transfer the right to use the Common Area without the necessity of express reference thereto in the instrument of conveyance. There shall be no judicial partition of the Common Area. Each Owner, whether by deed, gift, devise or operation of law, for his own benefit and for the benefit of all other Owners, specifically waives and abandons all rights, interests and causes of action for judicial partition of any interest in the Common Area and agrees that no action for judicial partition shall be instituted, prosecuted or reduced to judgment. The ownership interest in the Common Area and Lots described in this Article 3 shall be subject to the easements granted and reserved in this Declaration. Each of the easements reserved or granted herein shall be deemed to be established upon the recordation of this Declaration and thenceforth shall be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of Olivia Beach.

3.2 Ownership of Lots. Title to each Lot in Olivia Beach shall be conveyed in fee to an Owner. If more than one (1) person and/or entity owns an undivided interest in the same Lot, each such person and/or entity shall be regarded as an Owner.

3.3 Ownership of Common Area Title to any Common Area shall be conveyed to and/or vested in the Association. Any future conveyance of Common Area by Declarant to the Association shall be in writing and signed by both Declarant and the Association President. Prior to the occurrence of any such conveyance such future Common Area shall be subject to review, inspection, and acceptance by the Board, and must be accepted and consented to, in writing, by a majority of the Directors. Such consent shall not be unreasonably withheld.

3.4 Easements. Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article 3.

3.4.1 Easements on Plat. The Common Area and Lots are subject to the easements and rights of way shown on the Plat.

3.4.2 Easements for Common Area. Every Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area, which right and easement shall be appurtenant to and shall pass with the title to every Lot.

3.4.3 Easements Reserved by Declarant. So long as Declarant owns any Lot, Declarant reserves an easement over, in, upon, under and across the Common Area to carry out sales activities necessary or convenient for the sale of Lots. In addition, Declarant hereby reserves to itself and to Owners of Lots shown on any recorded Plat pertaining to any additional property annexed to the Association and subjected to this Declaration, the Articles, and the Bylaws, a perpetual easement and right of way for access over, in, upon, under and across the Common Area for construction, utilities, communication lines, drainage, and ingress and egress for the benefit of other property owned by Declarant. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonable necessary or incident to the construction of the improvements on the Property or other real property owned by Declarant in such a way as not unreasonably to interfere with the occupancy, use, enjoyment or access to an Owner's Lot by that Owner or his family, tenants, employees, guests of invitees.

3.4.4 Additional Easements. Notwithstanding anything expressed or implied to the contrary on the Plat, the Bylaws or herein, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of Olivia Beach. No structure, planting or other material that may damage or interfere with the installation or maintenance of utilities, that may change the direction of flow of drainage channels in the easement areas, or that may obstruct or retard the flow of water through drainage channels in the easement areas shall be placed or permitted to remain within any easement area. The easement area of each Lot and all improvements thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, a utility company or the Association is responsible.

3.4.5 Association's Easements. Such easements as are necessary to perform the duties and obligations of the Association, as set forth in this Declaration, the Bylaws and Articles, as the same may be amended or supplemented, hereby are reserved to the Association and its duly authorized agents and representatives. In using the easements affecting Owners' Lots, the Association shall try to interfere in the Owners' use of their Lots as little as reasonably practicable and shall restore or repair any easement area on a Lot to its prior condition if any damage arises from use of it.

3.4.6 Easement to Governmental Entities. A nonexclusive easement over the Common Area hereby is reserved and granted to all governmental and quasi-government entities, agencies, and their agents for the purposes of performing their duties within Olivia Beach.

## ARTICLE 4

### LOTS AND HOMES

4.1 Residential Use. The Lots shall be used for only residential purposes. Except with the consent of the Board, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot; nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. Nothing in this paragraph 4.1 shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and, until development of Olivia Beach is completed by Declarant, the right of Declarant to use any residence as a sales office or model home for purposes of sales in Olivia Beach, and/or (c) the right of the Owner of a Lot to maintain his professional or personal library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, clients or customers in his residence. The Board shall not approve commercial activities otherwise prohibited by

this paragraph 4.1 for residential properties unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of City of Lincoln City ordinances.

4.2 Commercial Use Prohibited. There shall be no industrial or commercial uses within Olivia Beach. This shall not preclude, however, the Association from constructing a civic building or community conference center in conformance with the applicable zoning ordinance. Any such construction must be authorized by Owners as a capital improvement as set forth in this Declaration and Bylaws.

4.3 Construction of Homes. No construction, reconstruction or exterior alterations, or site grading shall occur on a Lot unless the approval of the ARC is first obtained pursuant to Article 6 hereof.

4.3.1 Application for Building Permit. At the time of application for a building permit the Owner shall be responsible for paying all applicable fees, in addition to any other amounts that the City lawfully requires to be paid, a sum of \$150 representing each dwelling unit's proportionate share of the cost of traffic improvements to, or in relation to, Highway 101 and SW 32nd Street. This provision is intended to fulfill the requirement of the Lincoln City Final Order 04-11, Street Condition 4. Notwithstanding the foregoing, in the event Olivia Beach LLC, or its agents have paid said fee, no additional fee under this Article shall be due from the owner of the site.

4.4 Open Burning Prohibited. There shall be no open burning conducted within Olivia Beach unless the burning is contained within the designated Common Area or in a fire pit or outdoor fireplace on an Owner's Property, subject to any applicable law, regulation, or ordinance.

4.5 Maintenance of Lots and Homes. Each Owner shall maintain all portions of his or her Lot and all improvements on such Lot in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, and replacement of and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. All repainting or restraining and exterior remodeling shall be subject to prior review and approval by the ARC. In addition, each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No standing trees, in excess of six feet in height, or four inches in diameter, may be removed without a tree cutting permit issued by the ARC and, if required, by the City of Lincoln City or any other governmental agency having jurisdiction. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner, and any Lot or improvement thereon that is so damaged shall be restored within a reasonable period of time.

4.5.1 Party Wall Agreement. The Owners of any homes or garages with common walls shall enter into party wall and maintenance agreements, the provisions of which shall govern the relationships among such Owners. In the event of a conflict between the provisions of any party wall and maintenance agreement that applies to a Lot in Olivia Beach and the provisions of this Declaration, the provisions of the Declaration shall control.

4.5.2 Shared Driveway Agreement. The Owners of any Lot with a shared driveway with other Owners shall enter into a shared driveway and maintenance agreement, the provisions of which shall govern the relationship among such Owners. In the event of a conflict between the provisions of any shared driveway and maintenance agreement that applies to a Lot in Olivia Beach and the provisions of this Declaration, the provisions of the Declaration shall control.

4.6 Tree Requirements During Development. Trees identified in the preliminary master plan for retention shall be marked in the field and fenced prior to issuance of any construction permits. All fencing of trees to be retained shall be maintained during all phases of construction. If, during construction, it is found necessary to remove significant trees, construction shall be halted in the immediate area of the subject tree(s) until a revision to the tree protection plan is reviewed and approved by the City of Lincoln City Planning and Community Development Department and Public Works Department. Individual trees may be removed by Declarant as part of construction of single-family residences. Steps for protection of retained trees must include the following.

- (a) Construction shall avoid injury to tree roots during onsite construction.
- (b) During dry periods, water shall be made available to the exposed roots of trees subject to root loss.
- (c) All construction traffic shall be excluded from areas identified to remain as undisturbed natural vegetation.
- (d) In lieu of adding soil around the base of a tree, a tree well with a diameter of four feet greater than the tree diameter shall be installed.
- (e) Retaining walls or similar structures shall be provided to protect roots from erosion.
- (f) In situations where trees are to be removed, the trees shall be cut (if possible), rather than bulldozed or removed with similar procedures, in order to protect soils, hillside integrity, and roof structure of adjacent trees to be retained.
- (g) Trees that are to be retained, to serve as wind blocks for large trees planned for retention, shall be identified.

4.6.1 Tree Removal Permit During Development. With respect to Lots owned by Declarant no person shall engage in or cause removal of any tree without first having obtained a tree removal permit issued by the City of Lincoln City Engineer under the applicable Zoning Ordinance. Tree removal permits shall be authorized if the application for a permit complies with the site plan for Olivia Beach, is authorized by City of Lincoln City Zoning, and is permitted by agreements between the City of Lincoln City and Olivia Beach LLC, as required by the City of Lincoln City conditions of approval for storm-water detention, treatment, and drainage features and facilities, sidewalk, curb, gutter, and roadway improvements, and sanitary sewer and water connection facilities.

4.7 Security. Security for Lots and Homes, including Common Area shall be furnished exclusively by the Association upon such terms and conditions as it shall deem prudent, in its sole discretion. No Owner or Occupant, either individually, or collectively, shall arrange for, or otherwise engage the services of any person or entity for the purposes of providing security. An Owner may install a private security system within the confines of their property. Monitoring of such a system by a third-party company is permitted.

4.8 Rental of Homes. An Owner shall be entitled to rent or lease his residence for any length of time the Owner wishes, provided the tenant or renter complies with all provisions of the Declaration, Bylaws and Rules and Regulations of the Association and all applicable, regulations, and ordinances. The Owner shall ensure each tenant or renter has a copy of the Declaration, Bylaws and Rules and Regulations of the Association.

4.8.1 Vacation Rental Dwelling. If an Owner within Olivia Beach wishes to use their Home as a Vacation Rental Dwelling, that Owner must obtain all permits and pay all fees and taxes required by applicable laws. Any violations of Oregon Law and/or Lincoln City ordinances shall be regarded as a violation of this Declaration.

4.8.2 Waiver of Objection to the use of Vacation/Rental Dwellings. All Owners and Occupants waive objection and remonstrance under the terms of this Declaration, including rules and regulations of the Association, to the use of vacation/rental homes. This waiver of objection and remonstrance includes, but is not limited to, the approvals, and conditions relating thereto, sought by any person or entity in connection with any hearing or proceeding convened by the City of Lincoln City, or any other governmental entity or agency having jurisdiction over such permitting, management and use of vacation/rental dwellings, provided such permitting, management and use comports with the requirements of applicable law. Notwithstanding any other provisions contained herein, all Owners and Occupants retain the right to object to unlawful use of vacation/rental dwellings as may be provided under the provisions of the City of Lincoln City Zoning Ordinance which relate to vacation rental dwellings.

4.9 Animals. No animals, livestock or poultry of any kind, other than four (4) household pets, which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance, shall be permitted within any Lot. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owner and Occupants thereof. Dogs shall not be permitted to roam the Property unattended and all dogs shall be kept on a leash while on the Property unless confined in a fenced yard. An Owner may be required to remove a pet upon the receipt of the third notice in writing from the Board of violation of any rule, regulation or restriction governing pets within the Property. Any dog which the Board reasonably determines is vicious or dangerous to Owners, their families and guests, shall be removed by the Owner thereof immediately upon written notice from the Board. At the Owner's request after such removal, a hearing will be held by the Board to review its determination and affirm or reverse its decision. Any dog, which is considered vicious, dangerous or potentially dangerous under any City of Lincoln City or Lincoln County ordinance, shall be conclusively deemed a vicious dog, and shall be excluded from the Property.

4.10 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on upon any Lot or in any Common Area, nor shall anything be done or placed on any Lot which interferes with or jeopardizes the enjoyment of other Lots, or which is a source of annoyance to Occupants or neighboring residents, as reasonably determined by the Board. No unlawful use shall be made of a Lot nor any part thereof, or in any Common Area, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

4.11 Parking Prohibition. Parking of commercial vehicles, boats, trailers, truck campers or other recreational vehicles or equipment shall not be allowed on any part of the Property, except within the confines of an enclosed garage. Owners and Occupants may not park any permitted vehicle on the street for greater than seven (7) consecutive days. Owners who have a vacation rental dwelling license shall ensure that each vacation renter is informed of the current VRD ordinances regarding parking.

4.12 Vehicles in Disrepair. No Owner shall permit any vehicle in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or on the Common Area for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when the Board reasonably determines its presence offends other Owners or Occupants. Should any Owner fail to remove such vehicle within five (5) days following the date on which the notice is sent to him by the Association, the Association may have the vehicle removed from the Property and may charge the expense of such removal to the Owner.

4.13 Signs. The Board has the authority to create and post any signs it determines are in the best interests of Olivia Beach. Owners are permitted to post:

- (a) a non-commercial name plate sign,
- (b) an address sign,
- (c) a shoe removal related sign,
- (d) a home alarm and surveillance system sign,
- (e) a for sale sign,
- (f) an open house sign,
- (g) a hot tub safety sign, and
- (h) a vacation rental dwelling related sign, if required by any ordinance.

The Board has the authority to specify the requirements of Owner permitted signs, such as, but not limited to, quantity, size, placement location, duration, and maintenance. The Board, in its sole discretion, may approve other Owner permitted signs.

4.14 Rubbish and Trash. No Lot, roadway, or part of the Common Area shall be used as a dumping ground for rubbish or trash of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. All containers and any items which do not fit into a container must be kept out of public view except on the day of trash collection. Yard raking debris, dirt and other material resulting from landscaping work shall not be dumped onto the Common Area or roadways. A reasonably sized compost area shall be permitted as long as it is not offensive to other Owners. Should any Owner fail to remove any trash, rubbish, garbage, yard raking debris or any such materials from any Lot, any streets or Common Areas where deposited by the Owner or their Occupants within five (5) days following the date on which notice is sent to the Owner by the Board, the Association may have such materials removed and may charge the expense of such removal to the Owner.

4.14.1 Weeds. No weeds, underbrush, or other unsightly growths shall be permitted to remain upon any part of any Lot and shall be removed in a timely manner. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere on such Lot. All organic yard waste shall be composted in an approved enclosed container approved by the ARC. Such containers shall be stored so as not to be visible from the street or Common Areas.

4.15 Landscape Completion. All landscaping must be completed within six (6) months from the date a Certificate of Occupancy is issued by the governing authority for the dwelling unit constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of ARC. All landscaping shall be performed in compliance with Sections 5.4 and 5.4.1.

4.16 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently.

4.17 Hot Tubs. One hot tub per Lot is allowed, provided the hot tub is of a type and condition which is consistent with current standards in the industry, and which is maintained according to such standards. In no event shall a hot tub be utilized past the hour of 10:30 pm local time or the time as stated in the applicable ordinance, whichever is earlier.

4.18 Manufactured Dwellings Excluded. No manufactured dwellings, as that term is defined in ORS Chapter 446 as of the date of this Declaration, shall be used on any Lot at any time as a residence either temporarily or permanently.

4.19 Fences. All fences, screens and similar structures shall not obstruct any Lot's view, and are subject to the ARC approval process.

4.20 Service Facilities. All telephone, power, natural gas, cable television and other communication lines shall be placed underground.

4.21 Antennas and Satellite Dishes. Satellite receivers in excess of one meter in diameter, and exterior antennas other than those designed to receive local television broadcast signals shall not be permitted to be placed upon any Lot or Improvement except as approved by ARC. The Owner shall consider the placement of any such receiver or antenna as it relates to the preservation of the aesthetics and harmony of Olivia Beach.

4.22 Plan and Exterior Color Approval. All exteriors of residences shall be constructed using materials which preserve the overall aesthetics and harmony of Olivia Beach. These materials include, but are not limited to, cedar shingles, board and batten, cedar beveled lap siding, or smooth cement board siding, either painted, stained, or with respect to cedar, left natural. The list of approved exterior materials may change, from time to time, as approved by the ARC. Prior to the commencement of any construction, reconstruction, or repair, the exterior materials and/or colors must be approved by the ARC.

4.23 Roofing Materials. Roofs are to be constructed of materials approved by the ARC. No metal roofs will be allowed except as approved by the ARC as an architectural detail.

4.24 Storm and Screen Doors. Storm doors, other forms of weather proof exterior doors, or screen doors shall be constructed of quality material and approved by the ARC prior to installation.

4.25 Outdoor Lighting. The number, type, design and candle power of outdoor lighting shall be subject to the review of the ARC. Outdoor lighting that is offensive to a neighbor may require change at the direction of the ARC. All exterior lighting shall be maintained in operable condition, including light bulbs and fixtures. Lighting for the purposes of maintaining security during non-daylight hours shall be provided by Owners, subject to ARC approval.

4.26 Front Porch Furniture. Any and all front porch furniture, whether for temporary or permanent use upon the porch structure of each premises, shall be of wooden construction, or if made of other materials, of a type and construction to present the appearance of quality natural or cedar wood.

4.27 Grades, Slopes and Drainage. The established drainage patterns or systems over or through any Lot within Olivia Beach shall not be interfered with so as to affect any other Lot or Common Area or any real property outside Olivia Beach unless adequate alternative provision is made for proper drainage and is approved by the ARC. The term established drainage shall mean the drainage swales, conduits, inlets and outlets naturally existing or designed and constructed for storm water run off. Any proposed changes in stormwater and/or drainage plans which have been approved by the City of Lincoln City are subject to City of Lincoln City review and approval.



4.28 Damage or Destruction to Home and/or Lot. If all or any portion of a Lot or Home is damaged by fire or other casualty, the Owner shall either (i) restore the damaged improvements or (ii) remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration proceeding under (i) above must be performed so that the improvements are in substantially the same condition in which they existed prior to the damage, unless the provisions of Article 6 hereof are complied with by the Owner. The Owner must commence such work within sixty (60) days after the damage occurs and must complete the work within six (6) months thereafter, or such longer periods as may be authorized by the Association. In addition, Owners shall act in accordance with the provisions of any applicable party wall and maintenance agreement; provided, however, that in the event of a conflict between the provisions hereof and of such an agreement, the provisions hereof shall control.

4.29 Right of Maintenance and Entry by Association. If an Owner fails to perform maintenance and/or repair that he is obligated to perform pursuant to this Declaration and if the Board determines, after notice and a hearing (given pursuant to the provisions of the Bylaws), that such maintenance and/or repair is necessary to preserve the attractiveness, quality, nature and/or value of Olivia Beach, the Board may cause such maintenance and/or repair to be performed and may enter any Lot whenever entry is necessary in connection with the performance of such maintenance and/or repair that the Board is authorized to undertake. Entry shall be made with as little inconvenience to the Owner or Occupant of the Lot as practicable and only after advance written notice of not less than forty-eight (48) hours, except in emergency situations. The costs of such maintenance and/or repair shall be chargeable to the Owner of the Lot as a special assessment.

4.30 Association Rules and Regulations. The Board from time to time may adopt, modify or revoke Rules and Regulations governing the conduct of persons and the operation and use of Lots and Common Area as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Board promptly to each Owner and shall be binding upon all Owners and Occupants of all Lots upon the date of delivery or actual notice thereof. The method of adoption of such Rules and Regulations shall be provided in the Bylaws.

4.30.1 Ordinances and Regulations. The standards and restrictions set forth in this Article 4 shall be the minimum required. To the extent that governmental ordinances and regulations are more restrictive or provide for a higher or different standard, such governmental ordinances and regulations shall prevail.

4.31 Construction Debris. Every contractor building any improvement upon any Lot or the Common Area shall furnish trash containers and at all times shall keep the premises free from accumulation of trash and scrap caused by construction. Trash shall not be allowed outside a designated trash and scrap area and any that does intrude beyond shall be cleaned up immediately. Upon completion of the work, all remaining trash and scrap shall be disposed of legally and in a timely manner. Tools, construction equipment, machinery, and surplus materials shall be removed from the site. The Association or the Declarant or their respective agents shall be entitled to enter any construction site within Olivia Beach and to clean up, remove and dispose of materials on-site, to charge the contractor for any costs incurred in performing such acts, and to recover such costs and attorneys' fees and court costs in a legal action against contractor.

4.31.1 Construction Activities and Noise. Construction activities shall not take place before noon on Sundays and Federal Holidays. The ARC may impose additional restrictions on hours or days on which construction activity can take place and may place limits on noise levels.

4.31.2 Final Inspection. A final inspection and approval shall be obtained from the City of Lincoln City Building Department before any Home within Olivia Beach may be occupied or rented.

## ARTICLE 5

### COMMON AREA

5.1 Use of Common Area. Use of Common Area shall be subject to the provisions of the Declaration, Bylaws, Articles and Rules and Regulations promulgated by the Board. There shall be no use of the Common Area except by Owners, Occupants and their invitees. There shall be no obstruction of any part of the Common Area. No Owner may acquire title to any portion of the Common Area by adverse possession, regardless of the nature of the encroachment. Nothing shall be stored or kept in the Common Area without the prior written consent of the Board. No alterations or additions to the Common Area shall be permitted without the prior written approval of the Board.

5.2 Maintenance of Common Area. The Association shall be responsible for maintenance, repair, replacement, and upkeep of the Common Area including, without limitation, club house, pool, park, drainage systems, rip rap areas, pathways, alleys, and beach access. The Association shall keep the Common Area and improvements thereon in good condition and repair, shall provide for all necessary services and shall cause all acts that may be necessary or proper to assure the maintenance of the Common Area.

5.3 Alterations to Common Area. Only the Association shall construct, reconstruct, or alter any improvement situated upon the Common Area. A proposal for any construction of or alteration, maintenance or repair to an improvement may be made at any Board or Association meeting. The Board may adopt, reject or modify any such proposal, subject to the limitations contained in the Bylaws and this Declaration.

5.4 Landscaping. All landscaping on any Lot or portion of the Common Area shall be maintained and cared for in a manner consistent with the standards of design and quality as originally established by Declarant or the ARC. The Association shall be responsible for all landscaping located in Common Area. Any weeds or diseased or dead lawn, tree, ground cover or shrubs shall be removed or replaced. All lawn areas shall be neatly mowed and trees and shrubs shall be neatly trimmed. In the event Owner fails to perform maintenance as described in this section, enforcement action may be taken by Association as provided in Article 11, or by Association directly, in which case Owner shall be billed for, and be responsible for, the reasonable expenses thereof, in the manner provided for assessments and the collection thereof in 9.7.1 herein. In the event Association, in its sole discretion elects to cause the performance of maintenance under this section, the affected Owner waives objection and remonstrance to Association's reasonable entry upon Owner's lot for the purposes set forth herein.

5.4.1 Specific Initial Landscaping Requirements. The Declarant shall comply with the final master plan(s) with respect to landscaping approved by the City of Lincoln City, and shall comply with the applicable City of Lincoln City Zoning Ordinance, including but not limited to the following:

(a) Landscaping shall be provided for all areas of the project site where ground disturbing activities will occur, except for roads, sidewalk, parking areas, building footprints, and aboveground infrastructure facilities.

(b) Trees to be retained and tree protection measures shall be provided in accordance with the approved tree protection plan.

(c) Landscaping with suitable native tree plantings shall be provided adjacent to all retained wetlands in order to provide shading and screening.

(d) All mechanical equipment, including transformers shall be screened with landscaping or fencing.

(e) All shrubs shall be provided in container sizes at a ratio of three - 3-gallon plants to every one - 5-gallon plant.

(f) Except as approved by the Planning and Community Development and Public Works Departments, all trees must be planted at least ten feet away from any public water, sewer, or storm drain lines. All trees must be installed with a minimum of two support stakes. All nursery stakes must be removed from trees.

(g) Wheel stops or curbs shall be provided along the outer boundaries of parking areas or where landscaping may be damaged by vehicles.

(h) A two-to-four inch layer of mulch shall be applied in all landscape areas.

5.5 Condemnation of Common Area. If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be received and expended by the Board in a manner that, in the Board's discretion, is in the best interest of the Association. The Association shall represent the interest of all Owners in any negotiations, suit or action or settlement relating to such matters.

5.6 Damage or Destruction of Common Area by an Owner. If any Common Area is damaged or destroyed by an Owner or any of his Occupants, guests, tenants, licensees, agents or members of his family in a manner that would subject such Owner to liability for such damage under Oregon law, such Owner does hereby authorize the Association to repair such damage. The Association shall repair the damage and restore the area in a workmanlike manner as originally constituted or otherwise, in the discretion of the Board. The reasonable cost necessary for such repairs shall become a special assessment upon the Lot of the Owner who caused or is responsible for such damage.

5.7 Members' Easement of Enjoyment. Subject to the provisions of this Declaration, the By-laws, and Rules and Regulations of the Association, every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot. The members' easements of enjoyment created hereby shall be subject to the following:

5.7.1 Rules and Regulations. The Association has the right to establish reasonable rules and regulations pertaining to the conduct of the Owners and Occupants and the use of the Common Area (refer also to Section 4.24).

5.7.2 Suspension of Right to Use Common Area. The Association has the right to suspend the right of an Owner or any Occupant to use the Common Area and facilities for any period during which any assessment or fine against such Owner's Lot remains unpaid for more than thirty (30) days after notice of such nonpayment; the Association has the right to suspend the right of an Owner or any Occupant to use any Common Area for a period not to exceed sixty (60) days for any other infraction by an Owner of this Declaration, Bylaws or the Rules and Regulations of the Association. However, no such suspension shall deprive an Owner of access to his Lot.

5.7.3 Selling, Dedicating or Transferring of Common Area. The Association shall have the right to sell, dedicate or transfer any portion of the Common Area, subject to approval by not less than seventy-five percent (75%) of the total voting interests of the Association. The Association shall not create a security interest in any portion of the Common Area, except as to the grant of easements for utilities and similar or related purposes, or as otherwise authorized by the Oregon Planned Community Act.

5.7.4 City of Lincoln City Environmental Conditions of Approval.

(a) Other than a "civic building" with a footprint of no more than 2,500 square feet, no structures shall be permitted within the open space, except for pathways, road crossings, utilities, and other similar improvements approved by the City of Lincoln City. Any proposed "civic building" shall not exceed 45 feet in height measured from the average finished grade. Any proposed "civic building" shall not be located within 500 feet of the shoreline if its height exceeds 35 feet. For the purpose of this requirement, the shoreline shall be considered to be the 5.7 foot contour line as shown on Lincoln County Assessor's Map 07-11-22 CA. All landscaping performed in the open space areas shall utilize native vegetation areas other than lawn areas as shown on the land use plan, which may utilize non-native grasses. Removal of vegetation, i.e. ground cover, in open space areas other than lawn areas shall not occur, other than as required for placement of pathways, road crossings, utilities, and other similar improvements approved by the City of Lincoln City. Construction of berms and swales shall not occur in these areas except as approved by the City of Lincoln City.

(b) The pathways built within the open space areas shall be permeable and shall be constructed of natural or recycled materials. Where trail crossings over waterways are necessary, the crossing design shall minimize the need for excavation, such as the use of wooden bridges rather than culverts if appropriate to minimize the need for excavation.

(c) The owner shall remove only those trees that are situated upon the phase of Olivia Beach being developed at the time, and only as necessary for infrastructure improvements and/or to allow reconnaissance surveys of the project site. In addition, tree removal shall be subject to any applicable regulations regarding tree removal adopted by the City of Lincoln City and in effect at the time of the removal. There shall be no disturbance of vegetation except in areas of building and structure envelopes, roadways, pedestrian paths, and utility line corridors.

(d) If street lights are required by the City of Lincoln City, they shall be directed downward and shall be designed to minimize backscatter.

(e) All development within Olivia Beach shall be subject to any site preparation regulations, in effect at the time of development, adopted by the City of Lincoln City.

(f) No streets shall be gated or in any way restrict or obstruct access for the use and convenience of the general public.

## ARTICLE 6

### ARCHITECTURAL REVIEW COMMITTEE

6.1 Architectural Review. It is the intent and purpose of the Architectural Review Committee (ARC) to preserve the aesthetics and harmony of Olivia Beach consistent with the existing improvements and landscaping. No construction, reconstruction or repair shall be commenced, erected, placed or altered on any Lot, nor shall any application for a building permit be made by an Owner, or any person on behalf of an Owner, until the plans and specification showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in

writing by the ARC. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations. Nor shall the ARC's review analyze structural, geophysical, engineering or other similar factors. Such compliance and analysis are the responsibilities of the Owners. The procedure and specific requirements for submission and review by the ARC may be set forth in design guidelines adopted from time to time by the ARC. In all cases in which the ARC's review is required by this Declaration, the provisions of this Article 6 shall apply.

6.2 Architectural Review Committee, Appointment and Removal. The members of the ARC shall be appointed by the Board and shall consist of no fewer than three (3) committee members and no more than five (5) committee members, unless an architectural firm is appointed to serve as the ARC. The term of office for each member of the ARC shall be one (1) year unless lengthened by the Board at the time of appointment or entry into contract with an architectural firm or unless the Board serves as the ARC, in which event the terms of ARC members shall be the same as their terms as Board members. The Board may appoint one (1) or more committee members who are not Owners but who have expertise in ARC-related matters. In the sole discretion of the Board, such non-Owner members of the ARC may be paid. The Board shall appoint one member of the ARC to chair the committee. The Chair shall be responsible for coordinating the activities of the ARC in a timely and professional manner. Members of the ARC may be removed by a majority vote of the Board, unless the Board is serving as the ARC.

6.2.1 Majority Action. Except as otherwise provided in this Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining members of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

6.3 Duties. The ARC shall interpret and implement the provisions of this Declaration with respect to construction, reconstruction and repair within Olivia Beach. The ARC shall consider and act upon the proposals and/or plans submitted pursuant to this Article 6. The ARC, from time to time, and with the approval from the Board, may adopt architectural rules, regulations and guidelines.

6.4 ARC Decision. The ARC shall render its approval or denial decision with respect to a proposal and/or plan within thirty (30) days after it has received all materials required by the ARC. The thirty (30) day decision period begins upon submission of a complete proposal and/or plan as requested and/or determined by the ARC. All decisions shall be in writing. In the event that the ARC fails to render its decision of approval or denial in writing within thirty (30) days of receiving all required materials, the proposal and/or plan shall be deemed approved.

6.5 ARC Discretion. The ARC may, at its sole discretion, withhold approval to any proposal and/or plan if the ARC determines the proposal and/or plan would be inappropriate for the particular Lot, incompatible with the aesthetics and harmony of Olivia Beach or inconsistent with the architectural guidelines adopted by the ARC, from time to time. Design, siting, shape, size, color, height, solar access, effect on the enjoyment of other Lots or the Common Area, effect on an easement, and any other factors which the ARC reasonably believes to be relevant, may be taken into consideration by the ARC in determining its decision.

6.6 Non-waiver. Approval by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for approval.

6.7 Appeal. Any Owner adversely affected by action of the ARC may appeal such action to the Board. Appeals shall be made in writing within ten (10) days of the ARC's action and shall contain

specific objections or mitigating circumstances justifying the appeal. If the Board is already acting as the ARC, the appeal shall be treated as a request for a rehearing, but in such case the Board must actually meet and receive evidence and argument. A final decision shall be made by the Board within fifteen (15) days after receipt of such notification. The determination of the Board shall be final.

6.8 Effective Period of Approval. The ARC's approval of any proposed work shall automatically be revoked six (6) months after issuance unless the work has commenced or the Owner has applied for and has received an extension of time from the ARC. Once commenced, any such work shall be completed within six (6) months unless an extension by the Owner has been requested and approved.

6.9 Determination of Compliance. The ARC may inspect all work performed and shall determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial compliance with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of noncompliance and shall require the Owner to remedy the noncompliance.

6.10 Noncompliance. If the ARC determines an Owner has not constructed, reconstructed or repaired an improvement consistent with the specifications of an approval granted, and if the Owner fails to agree to and diligently commence to remedy such noncompliance in accordance with the provisions of the notice of noncompliance, then at the expiration of the seventh (7th) day from the date of such notification, the ARC shall provide notice to such Owner of a hearing at which such Owner's continuing noncompliance shall be considered. The hearing shall be held not more than thirty (30) days after the date of the notice of noncompliance. At the hearing, if the ARC finds that there is no valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of correcting it. The ARC shall then require the Owner to remedy or remove the same within ten (10) days after the date of the ARC's determination. If the Owner does not comply with the ARC's ruling within such period or within any extension of such period, the ARC, at its discretion, may remove the noncomplying improvement, remedy the noncompliance, or file suit to compel compliance. The costs of such action, including all attorneys' fees and other costs incurred to enforce compliance, whether incurred before or after suit is filed, at trial or on any appeal or review therefrom, shall be assessed against the Owner and his Lot.

6.11 Liability. Neither the ARC nor any member thereof shall be liable to any Owner, Occupant, builder or Declarant for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided that the ARC or member has, in accordance with its or his actual knowledge, acted in good faith.

6.12 Estoppel Certificate. Within forty-five (45) days after written request is delivered to the ARC by an Owner, and upon payment to the ARC of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the chairman of the ARC and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof either: (a) all improvements made or done upon or within such Lot by the Owner comply with this Declaration and any Rules and Regulations promulgated by the Board or the ARC or (b) such improvements do not so comply, in which event, the certificate shall also identify the noncomplying improvement and set forth with particularity the nature of such non-compliance. The Owner, his heirs, devisees, successors and assigns shall be entitled to rely on the certificate with respect to the matters set forth therein. The certificate shall be conclusive as among Declarant, the ARC, the Association and all Owners and such persons deriving any interest through any of them.

6.13 Contractors and Insurance. Contractors providing services in connection with the development or improvement of any Lot or Common Area shall be subject to the following requirements:

General Contractors and subcontractors shall be licensed as required by local governmental ordinances and regulations. General contractors shall warrant all materials and workmanship to be of good quality and to remain in good condition for a period of one (1) year. A general contractor shall furnish to the Association evidence of public liability insurance in amounts reasonably acceptable to the ARC. Combined single limits of One Million Dollars (\$1,000,000) shall be deemed acceptable. The ARC may require the contractor to post a bond to assure that the interests of the Association are protected and the requirements of the Declaration and Bylaws are followed. The ARC may place limitations on the hours and days on which construction activity can take place. In addition, the ARC may impose restrictions on the noise or decibel level at construction sites.

6.14 Other Applicable Law. All improvements must be constructed in full compliance with all applicable governmental building codes. All ARC review and inspection procedures are intended to assure compliance only with aesthetic considerations. The ARC is not responsible for design or construction defects or failure of the building to meet appropriate building codes.

## ARTICLE 7

### MEMBERSHIP IN THE ASSOCIATION

7.1 Members. Each Owner, by virtue of ownership of a Lot, shall be a Member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot automatically transfers membership in the Association. Without any other act or acknowledgment, Owners and Occupants shall be governed and controlled by this Declaration, the Articles, Bylaws, and Rules and Regulations, and any amendments thereof.

7.2 Proxy. In the event a Homeowner is unable to cast a vote in person, a vote may be cast pursuant to a proxy executed by the Owner, or by written ballot, as provided by applicable law. An Owner may not revoke a proxy given pursuant to this Section 7.2 except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one (1) year after its date, unless the proxy specifies a shorter term.

7.3 Voting Rights. Each Lot in the Association shall be entitled to one vote. When a Lot is owned by more than one person or entity, any one of the Owners may cast that Lot's vote, provided that all Owners of the Lot agree. If the Owners of the Lot owned by more than one person or entities cannot agree on a vote, then no vote shall be recognized for that Lot.

7.4 Procedure. All meetings of the Association, the Board, the ARC, and Association committees shall be conducted pursuant to such rules of order as from time to time may be adopted by the Board. Notwithstanding which rule of order is adopted, the chairman shall be entitled to vote on all matters and not merely to break a tie vote. A tie vote shall not constitute a majority vote or approval of any motion or resolution.

## ARTICLE 8

### DECLARANT'S SPECIAL RIGHTS

8.1 General. Declarant is undertaking the work of developing Lots and other improvements within Olivia Beach. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Homes on

all Lots on the Property have been constructed, fully completed and sold, with respect to the Common Areas and each Lot on the Property, Declarant shall have the special rights set forth in this Article 9.

8.2 Marketing Rights. Declarant shall have the exclusive right to maintain a sales office and model, to be located upon one (1) or more of the Lots that Declarant owns, which sales office(s) and model(s) shall be staffed by the employees of Declarant or any licensed real estate sales agents. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week. Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the Property, including, without limitation, the Common Area.

8.3 Declarant Easements. Declarant has reserved easements over, in, upon, under or across the Property as more fully described in Article 3 of this Declaration.

8.4 Appearance of Common Area. Declarant shall not be prevented from changing the exterior appearance of the Common Area that has not yet been conveyed to the Association, including the landscaping or any other matter directly or indirectly connected with Olivia Beach, in any manner deemed desirable by Declarant, provided that Declarant obtains any governmental consents required therefor by law.

## ARTICLE 9

### FUNDS AND ASSESSMENTS

9.1 Right to Charge and Purpose of Assessments. The Association shall determine the common expenses and levy assessments on all of the Lots. The common expenses include capital expenditures on the Common Area, the maintenance, upkeep, repair, and replacement of the Common Area, and payment of all Association expenses. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and Occupants and for the improvement, operation and maintenance of the Common Areas.

9.2 Covenants to Pay. Declarant and each Owner covenants and agrees to pay the Association the assessments and any additional charges levied pursuant to this Article 10.

9.2.1 Funds Held in Trust. The assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely for the operation, care and maintenance of Olivia Beach as provided in this Declaration. Upon the sale or transfer of any Lot, the Owner's interest in the funds shall be deemed automatically transferred to the successor in interest of such Owner.

9.2.2 Offsets. No offset against any assessment shall be permitted for any reason, including, without limitation, an offset based on any claim that the Association is not properly discharging its duties.

9.3 Basis of Assessment. Assessments are to be levied against all Lots whether or not such Lots have been improved. Assessments for all Lots conveyed by Declarant to others shall begin on the first day of the month following the recording of the deed or land sale contract conveying or contracting to convey the Lot to the new Owner, unless the Declarant establishes a later date for initial imposition of the assessments. Undeveloped Lots owned by the Declarant are subject to payment terms as established in the original annexation documents for each phase.



9.4 Annual Assessments. Annual assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. Annual assessments shall be levied on a fiscal year basis. The fiscal year shall be the calendar year unless another year is adopted by vote of the Board members. Unless otherwise specified by the Board, annual assessments shall be due and payable in monthly installments on the first day of each month during the term of this Declaration.

9.4.1 Budget. Each year, the Board shall prepare, approve and make available to each Member a pro forma operating statement (budget) containing: (i) estimated revenue and expenses on an accrual basis; and, if a reserve account is established: (ii) the amount of the total cash reserves of the Association currently available for replacement or major repair of the Common Area and for contingencies; (iii) an itemized estimate for the remaining life of, and the methods of funding to defray repair or replacement of, or additions to, major components of the Common Area; and (iv) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of repair or replacement of or additions to major components of the Common Area. The Board annually shall prepare and approve the budget and distribute a copy thereof to each Member, together with written notice of the amount of the annual assessments to be levied against the Owner's Lot, not less than thirty (30) days and not more than ninety (90) days before the beginning of the fiscal year.

9.4.2 Non-Waiver of Assessments. If, before the expiration of any fiscal year, the Association fails to fix the amount of annual assessments for the next fiscal year, the amount of annual assessments established for the preceding year shall remain in effect until the Association fixes a new amount of annual assessments.

9.5 Special Assessments. The Board shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

9.5.1 Deficits in Operating Budget. To correct a deficit in the operating budget, by vote of a majority of the Board;

9.5.2 Breach of Documents. To collect amounts due to the Association from an Owner for breach of the Owner's obligations under this Declaration, the Bylaws, or the Rules and Regulations, by vote of a majority of the Board;

9.5.3 Repairs. To make repairs or renovations to the Common Area if sufficient funds are not available from the operating budget or replacement reserve accounts, by vote of a majority of the Board; and

9.5.4 Capital Additions. To make capital acquisitions, additions or improvements, by vote of at least seventy-five percent (75%) of all votes allocated to the Lots.

9.6 Accounts.

9.6.1 Types of Accounts. Assessments collected by the Association may be deposited into two (2) separate accounts with a bank, which accounts shall be clearly designated as (i) the Current Operating Account and (ii) the Reserve Account. The Board shall deposit those portions of the assessments collected for current maintenance and operation levied under Section 10.4.1 hereof into the Current Operating Account and shall deposit those portions of the assessments collected as reserves for replacement and deferred maintenance of capital improvements into the Reserve Account. Special Assessments shall be deposited into one (1) of the two (2) accounts, whichever is deemed by the Board to be appropriate. Withdrawal of funds from the Association's Reserve Account shall require the signatures of either two (2) Directors or one (1) Director and an officer of the Association who is not a Director.

9.6.2 Reserve Account for Replacing Common Area. The Association shall maintain the Reserve Account, in the name of the Association, which shall be kept separate and apart from all other funds of the Association. The Reserve Account shall be used exclusively for replacement of items of property held by the Association that normally require replacement, in whole or in part, within one (1) to thirty (30) years after acquisition thereof ("Common Area Assets") and not for regular or periodic maintenance and expenses.

9.6.3 Reserve Study. The amount of the annual assessment to fund the Reserve Account shall be based on a reserve study which projects the remaining useful life and future replacement costs of all common area assets for which the Association is required to maintain reserves. Not less often than annually, the Board shall review the reserve study and cause it to be updated on then existing conditions. The Board, at its own discretion, may choose to utilize a third-party vendor to perform a reserve study at an interval which the Board deems appropriate.

9.6.4 Loan From Reserve Account. The Board may borrow funds from the Reserve Account to meet high seasonal demands on the Association's regular operating fund or to meet other temporary expenses. Funds borrowed to meet high seasonal demands or temporary expenses must be repaid from the regular operating fund or by special assessment within six (6) months of the date on which such funds are borrowed.

9.6.5 Reserve Account Deposits. All reserve funds shall be deposited in a deposit account insured by the Federal Deposit Insurance Corporation (FDIC) or successor insurer.

9.6.6 Refunds of Assessments. Assessments paid into the Reserve Account are the property of the Association and are not refundable to Owners of Lots.

9.6.7 Current Operating Account. All other costs may be paid from the Current Operating Account.

## 9.7 Default in Payment of Assessments, Enforcement of Liens.

9.7.1. Personal Obligation. All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligation of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure), the grantees shall be jointly and severally liable with the grantor(s) for all Association assessments imposed through the recording date of the instrument affecting the conveyance. A suit for a money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

9.7.2. Association Lien. At any time when any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent, the Association, by and through its Board or any management agent, may file a notice of lien in the deed records of Lincoln County, Oregon, against the Lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorneys' 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. The lien of the Association shall be superior to all other liens and encumbrances except for property taxes and assessments; any first mortgage, deed of trust or land sale contract that was recorded previously to the recording of the Association's notice of lien; and

any mortgage or deed of trust that was granted to an institutional lender and that was recorded previously to the recording of the Association's notice of lien.

9.7.3 Interest; Fines; Late Fees; Penalties. The Board, in its reasonable discretion, may from time to time adopt resolutions to set the rate of interest and to impose late fees, fines and penalties on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws, any Rules and Regulations, and any rules and regulations adopted by the ARC. The adoption of such impositions shall be communicated to all Owners in writing not less than thirty (30) days before the effective date by a notice mailed to the assessment billing addresses of such Owners. Such impositions shall be considered assessments that are lienable and collectible in the same manner as any other assessments; provided, however, that fines or penalties for violation of this Declaration, the Bylaws or any Rules or Regulations, other than late fees, fines or interest arising from an Owner's failure to pay regular or special assessments may not be imposed against an Owner or Owner's Lot until such Owner is given an opportunity for a hearing, as elsewhere provided herein.

9.7.4 Acceleration of Assessments. If an Owner is delinquent in any installment of payment of any portion of the annual assessment or any installment on a special assessment, the Association, upon not less than ten (10) days' written notice to the Owner, may accelerate the due date of the full annual assessment for that fiscal year and all future installments of any special assessments.

9.7.5 Association's Right to Rents/Receiver. In any foreclosure suit by the Association with respect to an Association lien, the Association shall be entitled to collect reasonable rent from the defaulting Owner for the use of his Lot or shall be entitled to the appointment of a receiver. Any default by the Owner in any provisions of this Declaration or Bylaws shall be deemed to be a default by the Owner of any mortgage to which the Owner is a party or to which the Lot is subject.

## ARTICLE 10

### GENERAL PROVISIONS

10.1 Records. The Board or designated agent shall preserve and maintain minutes of the meetings of the Association, the Board and any Board committees. The Board or designated agent shall also keep detailed and accurate financial records, including individual assessment accounts of Owners, the balance sheet, and income and expense statements. Individual assessment accounts shall designate the name and address of the Owner or Owners of the Lot, the amount of each assessment as it becomes due, the amounts paid upon the account, and the balance due on the assessments. The minutes of the Association, the Board and Board committees and the Association's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies.

10.2 Indemnification of Directors, Officers, Employees and Agents. The Association shall indemnify any director, officer, employee or agent who was or who is a party or who is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, administrative or investigative (other than an action by the Association), by reason of the fact that he is or was a director, officer, employee or agent of the Association or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association. The termination of any action, suit or proceeding by judgment, order, settlement, shall not of itself create a presumption that a person did not act in good faith and in a manner

which he reasonably believed to be in, or not opposed to, the best interest of the Association, Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association to recover such payments should it be proven at a later time that said person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a director, officer, employee or agent shall have a right of contribution over and against all other directors, officers, employees or agents and members of the Association who participated in or benefited from the acts which created said liability.

10.3 Enforcement: Attorneys' Fees. The Association shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may pertain specifically to such parties or Owners by any proceeding at law or in equity. Failure by the Association, any Owner, or a mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed to be a waiver of its right to do so thereafter. All assessments made by the Association against Owners, including, without limitation, assessments to pay operating expenses, reserves, special assessments, fines, interest and late fees, shall be imposed and collected in the manner provided herein. The suit for collection of the assessments or foreclosure of the Association's lien to secure the assessments may be filed by the Association in the appropriate court. In such suit or action, the prevailing party shall be entitled to its reasonable attorneys' fees and costs as shall be awarded by the court in such suit or action and in any appeal therefrom.

10.4 Construction: Severability. This Declaration and all declarations annexing property to the Association shall be liberally construed as one document to accomplish the purposes stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration and all declarations annexing property to the Association shall be deemed to be independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision. As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

10.5 Duration. The covenant, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date on which this Declaration is recorded, after which time they shall be automatically extended for successive periods of (10) years, unless rescinded by a vote of at least ninety percent (90%) of the Owners; provided, however, that amendments that do not constitute rescission of the planned community may be adopted as provided in Section 11, below.

10.6 Amendment. As provided by Oregon law, and except as otherwise provided elsewhere in this Declaration, this Declaration may be amended at any time by an instrument approved by not less than seventy-five percent (75%) of the total votes of each class of its Members that are eligible to vote. Any amendment must be executed, recorded and certified as provided by law; provided, however, that no amendment of this Declaration shall affect an amendment of the Bylaws or Articles without compliance with the provisions of such documents and those of the Oregon Nonprofit Corporation Act; and provided further that, so long as Declarant owns any Lot, no amendment affecting the General Plan of Development or any other right of Declarant herein contained may be effected without the express written consent of Declarant or its successors and assigns.

10.6.1 Approval of Amendments by the City of Lincoln City. Amendments to the approved deed restrictions and CC&Rs must be reviewed and approved by the City prior to recordation.

However, no amendment shall change any of the original conditions of approval as set forth in City of Lincoln City Planning Commission Final Order No. 04-11, dated July 20, 2006, including amendments thereto by the City of Lincoln City ("approval conditions"). As provided in the approval conditions, specifically page six, condition one under section entitled "ZONING", and page eleven, condition three under section entitled "RESTRICTIVE COVENANTS", amendments to the approved deed restrictions and CC&Rs must be reviewed and approved by the City prior to recordation.

10.7 Private Agreement. This Declaration and the covenants and agreements contained herein constitute a private agreement among the Owners of Lots in Olivia Beach, and the City of Lincoln City is under no obligation to enforce any of its provisions. Likewise, the ARC, the Association and Declarant are under no obligation or duty to enforce the City of Lincoln City regulations or to warrant to Owners that proposed improvements comply with City regulations, such being the sole and exclusive responsibility of the Owner. It is the duty of every person engaged in development or remodeling of a Lot or an improvement in Olivia Beach to know the requirements of this Declaration and the covenants and agreements contained herein, and the approval conditions. In the event that a City of Lincoln City regulation conflicts with a provision of this Declaration, any question regarding which provision controls shall first be directed to the ARC and if applicable, to Lincoln City. The ARC may require the Owner to meet standards that meet or exceed the City's standards. The City of Lincoln City shall not be liable for any approvals or permits that are granted in compliance with City of Lincoln City regulations but that are not in compliance with this Declaration.

The approval conditions contained in the Final Order of the City of Lincoln City Planning Commission, No. 04-11, In The Matter Of The proposed preliminary master plan for an 89-unit planned unit development to be known as "Olivia Beach" PUD 02-04 and SUB 02-04, approved July 20, 2006, ("approval conditions") are hereby incorporated herein by reference, and constitute covenants and agreements of this Declaration, which may be enforced as provided for herein. The City of Lincoln City may also enforce these covenants and approval conditions pursuant to the City of Lincoln City Municipal Code or as otherwise provided by law. Notwithstanding any other provisions contained herein relating to amendment of this Declaration, amendment of the approval conditions remains subject to approval of the City of Lincoln City, as provided in the approval conditions and Section 11.6 above.

10.8 Right of First Mortgagee Relating to Maintenance. At any time that the Common Areas are not maintained or repaired by the Association to the extent reasonably necessary to protect and preserve the value of the Property for security purposes, then the record mortgagee, upon giving written notice as hereinafter provided, shall be entitled to exercise the rights of the Owner of the Lot as a member of the Association to vote at all regular and special meetings for a one (1) year period, beginning as of the date of such notice. During this one-year period, the Association shall give notice of all regular and special meetings to both the Owner and the mortgagee, and the Owner may attend such meetings as an observer. Notice from the mortgagee under this Section 11.10 shall quote this Section 11.10 and shall be sent postage prepaid by certified United States mail, return receipt requested, to the Owner with a copy by regular mail to the Association, directed to the last known address of each.


10.9 Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing Olivia Beach, such conflict shall be resolved by looking to the following documents in the order shown below:

1. Declaration of Covenants, Conditions and Restrictions;
2. Articles of Incorporation;

3. Bylaws;
4. Rules and Regulations.

The provisions of the Oregon Planned Community Act, ORS 94.890 et. seq., shall be paramount to the provisions in all of the above listed documents.

**OLIVIA BEACH, LLC**

By: 

Its: Manager

**OLIVIA BEACH HOME OWNERS ASSOCIATION**

By:   
President

By:   
Secretary

CERTIFICATION

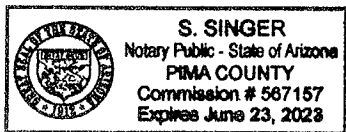
The undersigned President and Secretary of the Association hereby certify that the foregoing Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions, and Easements for Olivia Beach was adopted in accordance with the Declaration and the Oregon Planned Community Act.

By: M. A. Lucas  
President

STATE OF ~~OREGON~~ ARIZONA )  
 ) ss.  
County of Pima )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of JUNE, 2020, by MADELEINE A. ~~HEAD WORKS~~, President of OLIVIA BEACH HOME OWNERS ASSOCIATION, on its behalf. ETS

[Signature]  
Notary Public for Oregon

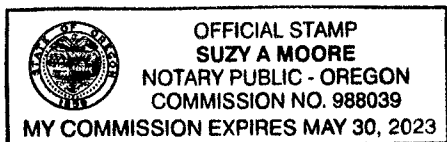


By: Eugene W. Pond  
Secretary

STATE OF OREGON )  
 ) ss.  
County of Lincoln )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of June, 2020, by Eugene W. Pond, Secretary of OLIVIA BEACH HOME OWNERS ASSOCIATION, on its behalf.

[Signature]  
Notary Public for Oregon



By: WB  
manager, Olivia Beach, LLC

Washington  
STATE OF OREGON )

) ss.

County of CLATSOP )

The foregoing instrument was acknowledged before me this 2nd day of June, 2020, by Walker Smith, manager of OLIVIA BEACH, LLC, on its behalf.

STACIE NEFF  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION NUMBER 208411  
COMMISSION EXPIRES MAY 17, 2023

Stacie Neff  
Notary Public for Oregon Washington



## Exhibit A

LOT	ADDRESS	Tax Lot Number	Parcel #	Annexation Comments
1	2797 SW Beach Ave	07-11-22-CA-07200-00	R521440	Document recorded as 2006-08297 on June 1, 2006
2	2775 SW Beach Ave	07-11-22-CA-07100-00	R521439	Document recorded as 2006-08297 on June 1, 2006
4	2767 SW Beach Ave	07-11-22-CA-07000-00	R521438	Document recorded as 2006-08297 on June 1, 2006
5	2751 SW Beach Ave	07-11-22-CA-06900-00	R521437	Document recorded as 2006-08297 on June 1, 2006
6	2747 SW Beach Ave	07-11-22-CA-06800-00	R521436	Document recorded as 2006-08297 on June 1, 2006
7	2729 SW Beach Ave	07-11-22-CA-06600-00	R521434	Document recorded as 2006-08297 on June 1, 2006
8	2703 SW Beach Ave	07-11-22-CA-06500-00	R521433	Document recorded as 2006-08297 on June 1, 2006
9	2697 SW Beach Ave	07-11-22-CA-06400-00	R521432	Document recorded as 2006-08297 on June 1, 2006
10	2685 SW Beach Ave	07-11-22-CA-06300-00	R521431	Document recorded as 2006-08297 on June 1, 2006
11	2692 SW Barnacle Ave	07-11-22-CA-08200-00	R522189	Document recorded as 2006-08297 on June 1, 2006
12	2696 SW Barnacle Ave	07-11-22-CA-08100-00	R522188	Document recorded as 2006-08297 on June 1, 2006
13	2708 SW Barnacle Ave	07-11-22-CA-08000-00	R522187	Document recorded as 2006-08297 on June 1, 2006
14	2730 SW Barnacle Ave	07-11-22-CA-07900-00	R522186	Document recorded as 2006-08297 on June 1, 2006
15	2746 SW Barnacle Ave	07-11-22-CA-07800-00	R522185	Document recorded as 2006-08297 on June 1, 2006
16	2754 SW Barnacle Ave	07-11-22-CA-07700-00	R522184	Document recorded as 2006-08297 on June 1, 2006
17	2772 SW Barnacle Ave	07-11-22-CA-07600-00	R522183	Document recorded as 2006-08297 on June 1, 2006
18	549 SW 28th Street	07-11-22-CA-07500-00	R522182	Document recorded as 2006-08297 on June 1, 2006
19	551 SW 28th Street	07-11-22-CA-07300-00	R53672	Document recorded as 2006-08297 on June 1, 2006
20	550 SW 28th Street	07-11-22-CA-10400-00	R522211	Document recorded as 2006-08297 on June 1, 2006
21	548 SW 28th Street	07-11-22-CA-10300-00	R522210	Document recorded as 2006-08297 on June 1, 2006

22	2793 SW Anemone Ave	07-11-22-CA-10200-00	R522209	Document recorded as 2006-08297 on June 1, 2006
23	2789 SW Anemone Ave	07-11-22-CA-10100-00	R522208	Document recorded as 2006-08297 on June 1, 2006
24	2785 SW Anemone Ave	07-11-22-CA-10000-00	R522207	Document recorded as 2006-08297 on June 1, 2006
25	2783 SW Anemone Ave	07-11-22-CA-09900-00	R522206	Document recorded as 2006-08297 on June 1, 2006
26	2781 SW Anemone Ave	07-11-22-CA-09800-00	R522205	Document recorded as 2006-08297 on June 1, 2006
27	2798 SW Anchor Ave	07-11-22-CA-10600-00	R522213	Document recorded as 2006-08297 on June 1, 2006
28	2790 SW Anchor Ave	07-11-22-CA-10700-00	R522214	Document recorded as 2006-08297 on June 1, 2006
29	2786 SW Anchor Ave	07-11-22-CA-10800-00	R522215	Document recorded as 2006-08297 on June 1, 2006
30	2774 SW Anchor Ave	07-11-22-CA-10900-00	R522216	Document recorded as 2006-08297 on June 1, 2006
31	2764 SW Anchor Ave	07-11-22-CA-11000-00	R522217	Document recorded as 2006-08297 on June 1, 2006
32	Vacant Lot	07-11-22-CA-11100-00	R522218	Document recorded as 2006-08297 on June 1, 2006
33	2742 SW Anchor Ave	07-11-22-CA-11200-00	R522219	Document recorded as 2006-08297 on June 1, 2006
34	2720 SW Anchor Ave	07-11-22-CA-11300-00	R522220	Document recorded as 2006-08297 on June 1, 2006
35	2694 SW Anchor Ave	07-11-22-CA-11400-00	R522221	Document recorded as 2006-08297 on June 1, 2006
36	2763 SW Anemone Ave	07-11-22-CA-09700-00	R522204	Document recorded as 2006-08297 on June 1, 2006
37	2751 SW Anemone Ave	07-11-22-CA-09600-00	R522203	Document recorded as 2006-08297 on June 1, 2006
38	2737 SW Anemone Ave	07-11-22-CA-09500-00	R522202	Document recorded as 2006-08297 on June 1, 2006
39	2695 SW Anemone Ave	07-11-22-CA-09400-00	R522201	Document recorded as 2006-08297 on June 1, 2006
40	2689 SW Anemone Ave	07-11-22-CA-11500-00	R522222	Document recorded as 2006-08297 on June 1, 2006
41	2683 SW Anemone Ave	07-11-22-CA-11600-00	R522223	Document recorded as 2006-08297 on June 1, 2006
42	2679 SW Anemone Ave	07-11-22-CA-11700-00	R522224	Document recorded as 2006-08297 on June 1, 2006
43	2655 SW Anemone Ave	07-11-22-CA-11800-00	R522225	Document recorded as 2006-08297 on June 1, 2006

44	2649 SW Anemone Ave	07-11-22-CA-11900-00	R522226	Document recorded as 2006-08297 on June 1, 2006
45	585 SW 27th Way	07-11-22-CA-09100-00	R522198	Document recorded as 2006-08297 on June 1, 2006
46	599 SW 27th Way	07-11-22-CA-09000-00	R522197	Document recorded as 2006-08297 on June 1, 2006
47	603 SW 27th Way	07-11-22-CA-08900-00	R522196	Document recorded as 2006-08297 on June 1, 2006
48	611 SW 27th Way	07-11-22-CA-08800-00	R522195	Document recorded as 2006-08297 on June 1, 2006
49	617 SW 27th Way	07-11-22-CA-08700-00	R522194	Document recorded as 2006-08297 on June 1, 2006
50	701 SW 26th Ln	07-11-22-CA-08500-00	R522192	Document recorded as 2006-08297 on June 1, 2006
51	695 SW 26th Ln	07-11-22-CA-08400-00	R522191	Document recorded as 2006-08297 on June 1, 2006
52	691 SW 26th Ln	07-11-22-CA-08300-00	R522190	Document recorded as 2006-08297 on June 1, 2006
53	2635 SW Barnacle Ave	07-11-22-CA-15100-00	R522258	Document recorded as 2006-08297 on June 1, 2006
54	2627 SW Barnacle Ave	07-11-22-CA-15200-00	R522259	Document recorded as 2006-08297 on June 1, 2006
55	2603 SW Barnacle Ave	07-11-22-CA-15300-00	R522260	Document recorded as 2006-08297 on June 1, 2006
56	2595 SW Barnacle Ave	07-11-22-CA-15400-00	R522261	Document recorded as 2006-08297 on June 1, 2006
57	2591 SW Barnacle Ave	07-11-22-CA-15500-00	R522262	Document recorded as 2006-08297 on June 1, 2006
58	2553 SW Barnacle Ave	07-11-22-CA-15600-00	R522263	Document recorded as 2006-08297 on June 1, 2006
59	2549 SW Coast Ave	07-11-22-CA-15700-00	R522264	Document recorded as 2006-08297 on June 1, 2006
60	Private Vacant Lot	07-11-22-CA-15800-00	R522265	Document recorded as 2006-08297 on June 1, 2006
61	696 SW 25th Ln	07-11-22-CA-13800-00	R522245	Document recorded as 2006-08297 on June 1, 2006
62	676 SW 25th Ln	07-11-22-CA-13900-00	R522246	Document recorded as 2006-08297 on June 1, 2006
63	656 SW 25th Ln	07-11-22-CA-14000-00	R522247	Document recorded as 2006-08297 on June 1, 2006
64	636 SW 25th Ln	07-11-22-CA-14100-00	R522248	Document recorded as 2006-08297 on June 1, 2006
65	Private Vacant Lot	07-11-22-CA-14200-00	R522249	Document recorded as 2006-08297 on June 1, 2006

66	2518 SW Anemone Ave	07-11-22-CA-14400-00	R522251	Document recorded as 2006-08297 on June 1, 2006
67	2532 SW Anemone Ave	07-11-22-CA-14500-00	R522252	Document recorded as 2006-08297 on June 1, 2006
68	2558 SW Anemone Ave	07-11-22-CA-14600-00	R522253	Document recorded as 2006-08297 on June 1, 2006
69	2586 SW Anemone Ave	07-11-22-CA-14700-00	R522254	Document recorded as 2006-08297 on June 1, 2006
70	2598 SW Anemone Ave	07-11-22-CA-14800-00	R522255	Document recorded as 2006-08297 on June 1, 2006
71	2622 SW Anemone Ave	07-11-22-CA-14900-00	R522256	Document recorded as 2006-08297 on June 1, 2006
72	2640 SW Anemone Ave	07-11-22-CA-15000-00	R522257	Document recorded as 2006-08297 on June 1, 2006
73	2637 SW Anemone Ave	07-11-22-CA-12000-00	R522227	Document recorded as 2006-08297 on June 1, 2006
74	2601 SW Anemone Ave	07-11-22-CA-12100-00	R522228	Document recorded as 2006-08297 on June 1, 2006
75	2583 SW Anemone Ave	07-11-22-CA-12200-00	R522229	Document recorded as 2006-08297 on June 1, 2006
76	2571 SW Anemone Ave	07-11-22-CA-12300-00	R522230	Document recorded as 2006-08297 on June 1, 2006
77	Undeveloped Lot	07-11-22-CA-12400-00	R522231	Document recorded as 2006-08297 on June 1, 2006
78	2543 SW Anemone Ave	07-11-22-CA-12500-00	R522232	Document recorded as 2006-08297 on June 1, 2006
79	2539 SW Anemone Ave	07-11-22-CA-12600-00	R522233	Document recorded as 2006-08297 on June 1, 2006
80	2521 SW Anemone Ave	07-11-22-CA-12700-00	R522234	Document recorded as 2006-08297 on June 1, 2006
81	2511 SW Anemone Ave	07-11-22-CA-12800-00	R522235	Document recorded as 2006-08297 on June 1, 2006
82	2479 SW Anemone Ave	07-11-22-CA-12900-00	R522236	Document recorded as 2006-08297 on June 1, 2006
83	2477 SW Anemone Ave	07-11-22-CA-13000-00	R522237	Document recorded as 2006-08297 on June 1, 2006
84	2465 SW Anemone Ave	07-11-22-CA-13100-00	R522238	Document recorded as 2006-08297 on June 1, 2006
85	2461 SW Anemone Ave	07-11-22-CA-16000-00	R529938	Document recorded as 2015-00201 on January 9, 2015
86	2459 SW Anemone Ave	07-11-22-CA-16100-00	R529939	Document recorded as 2015-00201 on January 9, 2015
87	2455 SW Anemone Ave	07-11-22-CA-16200-00	R529940	Document recorded as 2015-00201 on January 9, 2015

88	2451 SW Anemone Ave	07-11-22-CA-13500-00	R522242	Document recorded as 2006-08297 on June 1, 2006
89	2449 SW Anemone Ave	07-11-22-CA-13600-00	R522243	Document recorded as 2006-08297 on June 1, 2006
Ocean Front Lot 2 - Pedestrian Beach Access Easement	2713 SW Anchor Ave	07-11-22-CA-02400-00	R476890	Document recorded as 2016-03054 on March 29, 2016
Ocean Front Lot 3 - Pedestrian Beach Access Easement	2673 SW Anchor Ave	07-11-22-CA-02300-00	R474557	Document recorded as 2015-02682 on March 25, 2015
OH 1	2493 SW Dune Ave	07-11-22-DB-03100-00	R529922	Document recorded as 2015-04448 on May 13, 2015
OH 2	2473 SW Dune Ave	07-11-22-DB-03200-00	R529923	Document recorded as 2016-02003 on February 23, 2016
OH 3	2453 SW Dune Ave	07-11-22-DB-03300-00	R529924	Document recorded as 2016-05172 on June 3, 2016
OH 4	2433 SW Dune Ave	07-11-22-DB-03400-00	R529925	Document recorded as 2015-10499 on October 16, 2015
OH 5	2413 SW Dune Ave	07-11-22-DB-03000-00	R526264	Document recorded as 2016-05172 on June 3, 2016
OH 7	2353 SW Dune Ave	07-11-22-AC-03000-00	R526251	Document recorded as 2016-05172 on June 3, 2016
OH 8	2333 SW Dune Ave	07-11-22-AC-03100-00	R526252	Document recorded as 2016-05172 on June 3, 2016
OH 9	828 SW Bard Rd	07-11-22-AC-03200-00	R526253	Document recorded as 2015-02419 on March 18, 2015
OH 10	842 SW Bard Rd	07-11-22-AC-02600-00	R146159	Document recorded as 2016-05172 on June 3, 2016
OH 11	2352 SW Dune Ave	07-11-22-AC-02700-00	R526248	Document recorded as 2016-05172 on June 3, 2016
OH 12	2396 SW Dune Ave	07-11-22-AC-02800-00	R526249	Document recorded as 2016-05172 on June 3, 2016
OH 13	2442 SW Dune Ave	07-11-22-DB-02000-00	R526254	Document recorded as 2016-05172 on June 3, 2016
OH 14	2452 SW Dune Ave	07-11-22-DB-02100-00	R391930	Document recorded as 2016-05172 on June 3, 2016
OH 15	2462 SW Dune Ave	07-11-22-DB-02300-00	R526256	Document recorded as 2016-05172 on June 3, 2016
OH 16	2472 SW Dune Ave	07-11-22-DB-02400-00	R526258	Document recorded as 2016-05172 on June 3, 2016

OH 17	2492 SW Dune Ave	07-11-22-DB-02500-00	R526259	Document recorded as 2016-05172 on June 3, 2016
P3 90	706 SW Bard Rd	07-11-22-BD-04000-00	R531298	Document recorded as 2017-09083 on September 20, 2017
P3 91	718 SW Bard Rd	07-11-22-BD-03900-00	R531299	Document recorded as 2017-09083 on September 20, 2017
P3 92	2309 SW Driftwood Ln	07-11-22-BD-03800-00	R531300	Document recorded as 2017-09083 on September 20, 2017
P3 93	Undeveloped Lot	07-11-22-BD-05100-00	R531301	Document recorded as 2017-09083 on September 20, 2017
P3 94	2337 SW Driftwood Ln	07-11-22-BD-05000-00	R531302	Document recorded as 2017-09083 on September 20, 2017
P3 95	2363 SW Driftwood Ln	07-11-22-BD-04800-00	R531303	Document recorded as 2017-09083 on September 20, 2017
P3 96	Undeveloped Lot	07-11-22-BD-04700-00	R531304	Document recorded as 2017-09083 on September 20, 2017
P3 97	Undeveloped Lot	07-11-22-CA-16300-00	R531314	Document recorded as 2017-09083 on September 20, 2017
P3 98	Undeveloped Lot	07-11-22-CA-16400-00	R531315	Document recorded as 2017-09083 on September 20, 2017
P3 99	Private Vacant Lot	07-11-22-CA-16500-00	R531316	Document recorded as 2017-09083 on September 20, 2017
P3 100	2416 SW Coral Ave	07-11-22-CA-16700-00	R531317	Document recorded as 2017-09083 on September 20, 2017
P3 101	Private Vacant Lot	07-11-22-CA-16800-00	R531318	Document recorded as 2017-09083 on September 20, 2017
P3 102	Undeveloped Lot	07-11-22-CA-16900-00	R531319	Document recorded as 2017-09083 on September 20, 2017
P3 103	Undeveloped Lot	07-11-22-BD-04100-00	R531305	Document recorded as 2017-09083 on September 20, 2017
P3 104	Undeveloped Lot	07-11-22-BD-04200-00	R531306	Document recorded as 2017-09083 on September 20, 2017
P3 105	Undeveloped Lot	07-11-22-BD-04400-00	R531307	Document recorded as 2017-09083 on September 20, 2017
P3 106	2394 SW Coast Ave	07-11-22-BD-04500-00	R531308	Document recorded as 2017-09083 on September 20, 2017
P3 107	2450 SW Coast Ave	07-11-22-CA-17100-00	R531320	Document recorded as 2017-09083 on September 20, 2017
P3 108	2417 SW Coast Ave	07-11-22-CA-17200-00	R531321	Document recorded as 2017-09083 on September 20, 2017
P3 109	private vacant lot	07-11-22-CA-17300-00	R531322	Document recorded as 2017-09083 on September 20, 2017
P3 110	2415 SW Coral Ave	07-11-22-CA-17600-00	R531323	Document recorded as 2017-09083 on September 20, 2017

P3 111	2527 SW Coral Ave	07-11-22-CA-17700-00	R531324	Document recorded as 2017-09083 on September 20, 2017
P3 112	2533 SW Coral Ave	07-11-22-CA-17800-00	R531325	Document recorded as 2017-09083 on September 20, 2017
P3 113	2545 SW Coral Ave	07-11-22-CA-17900-00	R531326	Document recorded as 2017-09083 on September 20, 2017
P3 114	Undeveloped Lot	07-11-22-CA-18000-00	R531327	Document recorded as 2017-09083 on September 20, 2017
P3 115	Undeveloped Lot	07-11-22-CA-18100-00	R531328	Document recorded as 2017-09083 on September 20, 2017
P3 116	Undeveloped Lot	07-11-22-CA-18200-00	R531329	Document recorded as 2017-09083 on September 20, 2017
P3 117	2539 SW Coral Ave	07-11-22-CA-18300-00	R531330	Document recorded as 2017-09083 on September 20, 2017
P3 118	2549 SW Coral Ave	07-11-22-CA-18400-00	R531331	Document recorded as 2017-09083 on September 20, 2017
P3 119	Undeveloped Lot	07-11-22-CA-18500-00	R531332	Document recorded as 2017-09083 on September 20, 2017
P3 120	Undeveloped Lot	07-11-22-CA-18600-00	R531333	Document recorded as 2017-09083 on September 20, 2017
	2752 SW Beach Ave	07-11-22-CD-00600-00	R484204	Document recorded as 2007-04029 on March 20, 2007
<b><u>COMMON AREAS</u></b>				
Tract A	Barnacle & Beach entrance	07-11-22-CA-06200-00	R521430	
Tract B	Partial alley entrance (Lot 18 & 19)	07-11-22-CA-07400-00	R522181	
Tract C	South Wetlands	07-11-22-CA-10500-00	R522212	
Tract D	Boardwalk & Alley	07-11-22-CA-09300-00	R522200	
Tract E	Main OB Park	07-11-22-CA-09200-00	R522199	
Tract F	North Wetlands, pathway (Lots 11, 12 & 13) & partial alley entrance (Lot 11 & 52)	07-11-22-CA-08600-00	R522193	
Tract G	Alley between Barnacle & Anemone & SW 25th Ln	07-11-22-CA-14300-00	R522250	
Tract H	Pool, pool house & park, Mailboxes	07-11-22-CA-13700-00	R522244	

Tract I	Pathway to Coast from Tract N & from Phase 3 Park	07-11-22-BD-43000-00	R531309	
Tract J	Pump Station Phase 3	07-11-22-CA-17000-00 07-11-22-BD-05200-00	R531334 R531575	
Tract K	Corner at Coral & Coast Phase 3	07-11-22-CA-17500-00	R531335	
Tract L	Driftwood Ln Phase 3	07-11-22-BD-03701-00 07-11-22-BD-03700-00	R531574 R531310	
Tract M	Walking path up from Coral to Driftwood, up to Highlands - Phase 3	07-11-22-CA-16600-00	R531336	
Tract N	Walking path in Phase 3 (between Coast & Driftwood)	07-11-22-BD-04601-00 07-11-22-CA-17400-00 07-11-22-BD-04600-00	R531576 R531313 R531312	
Tract O	Phase 3 Park	07-11-22-BD-04900-00	R531311	
P3 Tract A	Stairway to Agnes Creek Trail Phase 3 Highlands off SW Dune Ave	07-11-22-DB-02200-00	R526255	
Parcel 1	South of South Wetlands	07-11-22-CD-01600-00	R70460	
Parcel 2	Bluffs	07-11-22-CA-01399-00	R516275	