

RE-RECORD
**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS & EASEMENTS FOR:**

647971-41

SHOREPINE VILLAGE

THIS DECLARATION is made this 18th day of July, 1996, by Nestucca Ridge Development, Inc.,
Declarant:

Whereas the Declarant is the developer of certain Real Property located in the County of Tillamook,
State of Oregon, more particularly described as Shorepine Village; and

Whereas the Declarant desires to subject Shorepine Village to various covenants, conditions,
restrictions, and easements, all of which are for the purpose of enhancing and protecting the value,
desirability, and attractiveness of Shorepine Village;

Now therefore, the Declarant hereby declares that all of Shorepine Village shall be held, sold, and
conveyed, subject to the following easements, restrictions, covenants, and conditions, which shall run with
the Real Property and shall be binding on all parties having or acquiring any right, title, or interest in the
Real Property or any part thereof, and shall inure to the benefit of each Owner thereof.

Re-Record to add Exhibit A & B

ARTICLE 1

Definitions

Whenever used in this declaration, the following terms shall have the following meanings:

1.1 **"Association" or "Homeowner's Association"** means a nonprofit corporation to be
formed as provided in Article IX hereof, and its successors and assigns.

1.2 **"Builder" or "Developer"** shall mean and refer to "Nestucca Ridge Development, Inc.," an
Oregon Corporation, its agents, employees, subcontractors, successors and assigns.

1.3 **"Common Areas"** means such portion of the Property, as hereinafter defined, and
improvements thereon, as may be so designated in this Declaration, the Subdivision Plat, or in any
declaration annexing property to the Property which is controlled by the Homeowner's Association for the
common use and enjoyment of the members, including but not limited to roads and area for the entrance
sign (delineated as Tract C on the Subdivision Plat), existing now, or hereafter created, walk/bike paths
within the real property or created adjacent to the real property for access to the real property, and the areas
shown in the Subdivision Plat as "open space".

1.4 **"Declarant"** shall mean and refer to Nestucca Ridge Development, Inc., an Oregon
Corporation, or their assigns.

1.5 **"Lot"** shall mean and refer to any residential lot identified in the recorded Plat of the
Shorepine Village subdivision, including any Lot(s) in property annexed to the subdivision.

... shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Tract, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation or occupying the premises as a lessee or a tenant of the Owner.

1.7 **"The Property" or "Subdivision"** shall mean and refer to Lots 1 through 41, Tracts A & B, and the Common Area on the Shorepine Village Subdivision Plat filed in the Plat records of Tillamook County, Oregon, on the 28th day of June, 1996, in Plat Cabinet B-482-0. "The Property" or "Subdivision" also means any property annexed to the Shorepine Village Subdivision in accordance with this Declaration.

1.8 **"Residence"** shall mean any structure intended to be occupied by one family as a dwelling, together with attached or detached garage and the patios, porches, decks, and steps annexed thereto.

1.9 **"Sold" or "Purchased"** means that legal title has been conveyed or that a contract of sale has been executed under which the purchaser has obtained the right to possession.

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1.10 **"Structure"** shall mean, but not be limited to the building, construction, fabrication, assembly, or production of any manmade work artificially built up or composed of parts joined together in some definite manner whether of a permanent or temporary nature and whether movable or immovable.

1.11 **"Tract"** shall mean Commercial Tracts A & B, designated on the Shorepine Village final plat.

ARTICLE II

Property Subject to these Covenants, Conditions, Restrictions and Easements

2.1 **Plat.** Developer hereby declares that the real property described below is owned and shall be owned, conveyed, encumbered, used, occupied, and improved subject to this Declaration:

That certain real property located in Pacific City, Tillamook County, Oregon, described in that certain Plat entitled "Shorepine Village" filed in the Plat Records of Tillamook County, Oregon, on the 28th day of June, 1996, in Plat Cabinet B-472-0 of the Real Property Records of said county.

A copy of the initial Shorepine Village plat to date, namely, the initial lots 1 through 41, of the Subdivision is attached as Exhibit A, and incorporated herein by this reference. That plat constitutes and/or includes the legal description of the Property.

2.2 **Additional Land.** Certain additional land, described in Exhibit B to this Declaration, incorporated herein by this reference, may be brought within the scheme of this Declaration by Developer without the consent of the Owners within seven years of the date this instrument is recorded. There is no limit to the maximum number of lots which the Declarant may annex.

2.3 **Annexation.** Notwithstanding the foregoing, additional lands may be annexed to the development pursuant to the affirmative vote of seventy five percent (75%) of all persons entitled to vote at a meeting of the Homeowner's Association.

2.4 **Procedure.** The annexation of any such real property shall be accomplished as follows:

2.4.1 The Owner(s) of such real property shall record a supplemental declaration which shall bear the approval of the Developer in the case of an annexation pursuant to Section 2.2, and a certificate of the President or Secretary of the Homeowner's Association if the annexation is pursuant to Section 2.3. The Supplemental Declaration shall describe the property to be annexed, establish any additional easements, restrictions, covenants and conditions which are to be applicable to such property and declare that such property shall be held, conveyed, encumbered, used and improved subject to this Declaration.

2.4.2 Any property annexed shall become a part of the Property. The Supplemental Declaration shall become a part of this Declaration, and the Association shall have and exercise administration of the annexed property. The initial Design Review Board named herein shall, if the Review Board members chose to do so, serve as the initial Design Review Board as to any annexed property. Otherwise, the successor Review Board to the initial Review Board shall exercise Design Review Board powers as to annexed property.

ARTICLE III Building Standards

3.1 **Land Use.** Shorepine Village is a Mixed Use Subdivision and shall be used for residential, commercial and multi-family purposes in accord with the Master Plan. No residential, commercial, or multi-family building shall be erected, altered, placed or remain on any Lot or Tract in the Subdivision other than in accord with this Declaration and as approved by the Design Review Board and its rules and regulations.

3.2 **Developer.** The Developer reserves the right to store construction materials and equipment on any Lot in the normal course of construction, to construct, make or install such improvements necessary for the development of the property and to establish a sales or business office and/or a model home(s).

3.3 **Completion.** Any structure shall be completed within twelve (12) months from the beginning of construction. In the event of undue hardship due to weather or any other unanticipated and unavoidable occurrence, that period may be extended upon the written approval of the Design Review Board.

3.4 **Exterior Materials.** Exterior materials must be approved by the Design Review Board. Approved siding material shall include cedar shingles only. Exterior trim material shall be cedar; any other visible exterior features must be approved by the Design Review Board.

3.5 **Roofs.** Roofing material shall be restricted to composition roofing: Celotex "Big D, Storm King" or an equal approved by the Design Review Board. Color choices are: Slate Gray, Shadow Black, and Heritage Gray. No other types of roofing will be allowed.

3.6 **Exterior Finish.** All exterior finish in the Subdivision shall be installed and maintained to blend with the Subdivision's natural surroundings, existing structures and landscaping. Siding shall be cedar shingles finished with a clear sealer or oil. No paint shall be used on the exterior body of any

structure, except on trim around doors, fascia boards, gutters and downspouts. Window trim and corner boards shall remain natural cedar with clear finish or oil. Trim paint colors shall be restricted to specific colors approved by the Design Review Board.

3.7 Landscaping. All landscaping must be substantially completed within the growing season following the occupancy of the residence. In the event of undue hardship, this provision may be extended by the Design Review Board. All landscaping shall be approved by the Design Review Board. Manicured grass lawns shall be prohibited except in cases where the lawn is not visible to other properties. Beach grass, salal, manzanita, wild roses, elderberry, driftwood, shorepines, and other natural vegetation can be used without the approval of the Design Review Board. There shall be no ceramic, wood or plastic lawn ornaments placed upon any Lot or house in the Subdivision.

3.8 Ground Cover. Stabilizing ground cover shall not be removed except for construction of a structure on a Lot. Such disturbed ground cover shall be replaced by the Owner within 30 days of disruption by construction, with plants approved by the Homeowner's Association or listed in this document, Section 3.7.

3.9 Fences. All fences must be approved by the Design Review Board. Declarant desires to maximize a feeling of openness and community in Shorepine Village and to this end, perimeter lot line fences will be discouraged. Well constructed wood fences, designed as part of the landscaping for privacy, pet control and for screening objectionable views will be approved by the Design Review Board if such fencing does not detract from the appearance of the Subdivision.

3.10 Chimneys; Solar Collectors. Metal and wood chimneys and solar collectors must be approved by the Design Review Board and must be compatible with the roof line and pitch of the residence.

3.11 Height Restrictions. No structure shall exceed 35' in height as measured from the existing elevation of the lot at the time of plat recording to the highest point of roof.

3.12 New Technology. New materials may be developed from time to time which warrant a change in the foregoing specifications. Upon request, the Design Review Board may approve the use of a new material, but only upon a substantial showing that the material is consistent with the visual and aesthetic integrity of the Property and the stated development goals.

ARTICLE IV

Property Use Restrictions - Lots

4.1 Maintenance. Each Owner shall maintain his or her Lot and improvements thereon in a clean and attractive condition and in good repair, carefully retaining the features of the landscape and making no change in the natural or existing surface drainage of a Lot.

4.2 Commercial Activities. No commercial activities shall be permitted in residences or multi-family units in the Subdivision. This is not intended, however, to prevent an Owner from pursuing a hobby or business provided that the Owner's residence shall not be established as a business office which causes

or will cause increased foot or vehicular traffic within the Subdivision, as determined by the Homeowner's Association Board of Directors.

4.3 **Signs.** No signs shall be placed on any Lot except to identify the owner, except that an Owner may use "For Sale", "For Rent", or prior to an election, one political advertising sign. Such signs shall not exceed six square feet in size.

4.4 **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except for dogs, cats or other domesticated pets, provided that they are not kept in unreasonable quantities or for commercial purposes and are controlled so as not to be a nuisance to other Owners.

4.5 **Rubbish and Trash.** Each Owner shall keep garbage, trash and refuse in covered containers, and shall keep such containers screened from the view of the neighboring Lots and streets. Sight-obscuring enclosures shall be incorporated into the original design of all dwellings. Compost piles shall be kept neat and well controlled. Burn barrels shall not be allowed.

4.6 **Parking.** No trailers, campers, motor homes, boats, trucks, motorcycles, boats, tractors, or other like equipment shall be parked on any Lot except for fishing boats from June 1 through September 15 each year and except for such vehicles when they are not visible from any other Lot. The above-proscribed vehicles may be temporarily parked, for loading and unloading purposes, for a period not to exceed 24 hours unless extended permission is obtained from the Homeowner's Association. Due to narrow road widths and need for emergency fire truck access, there shall be no on-street parking of any vehicles allowed at any time. It shall be the Owner's responsibility to see that no vehicle remains parked or abandoned on the street adjacent to his or her Lot.

4.7 **Exterior Lights and Noise.** No Owner shall place on any Lot in the Subdivision bright exterior lighting.

4.8 **Offensive Activity.** No offensive activity or unsightly conditions shall be permitted upon any Lot which becomes a nuisance to other Owners.

4.9 **Antennas.** No AM/FM radio, shortwave radio, or television antennae or receivers of any type shall be permitted on a residence unless located within an enclosure so that such equipment is not visible from any other Lot or from the street. Such enclosures shall be approved by the Design Review Board.

4.10 **"Common Area Lots".** The Owner of a Lot which blends together physically or visually with any Common Area shall, if the Association by its Directors so requires, permit personnel to enter upon such Lot to perform mowing and maintenance in connection with the maintenance of the Common Area.

4.11 **Trees.** The Homeowner's Association shall discourage removal of trees, but shall encourage the trimming of branches which may impede foot or bike traffic upon the network of trails.

4.12 **Common Wall Homes.** Each Lot owner of a residence which shares a common wall with another residence shall not construct, alter, or maintain any structure on their Lot unless such construction, alteration or maintenance is aesthetically uniform and consistent with the other common wall residence.

ARTICLE V

Property Use Restrictions - Commercial/Multifamily Tracts A & B

5.1 **Division of Tracts.** Tracts A & B shall not be further subdivided unless prior approval from the Homeowner's Association and permission from the Tillamook County Department of Community Development is first obtained.

5.2 **Maintenance.** Tracts A & B shall be maintained in a clean and attractive condition and in good repair, carefully retaining the features of the landscape and making no change in the natural or existing surface drainage of the landscape or parking areas.

5.3 **Commercial Activities.** Commercial activities shall be limited to neighborhood services such as markets, video rental shops, beauty salons, book stores, real estate offices, business offices, ice cream or sandwich shops, and like services.

5.4 **Multi-Family Housing.** Apartments located above the commercial spaces on Tracts A & B shall be maintained in a clean and sanitary condition. All parking for the apartments shall be located behind the commercial spaces.

5.5 **Signs.** Signs for the commercial structures shall not exceed 200 square feet in size (each) and shall be located at the intersections of the entrance and the exit of Shorepine Drive and Cape Kiwanda Drive (separate signs for Tracts A & B). Individual signs for each lessee of the commercial space in the commercial structures shall also be allowed, not to exceed 32 square feet total for each lessee. All commercial signage shall be submitted to the Design Review Board for approval prior to installation. The Design Review Board shall have complete and total authority to disapprove signs based upon any reason, including aesthetics of the area.

5.6 **Exterior Lights and Noise.** Lighting shall be provided in the parking lot of Tracts A & B for safety. Excessive noise in the commercial spaces will not be tolerated between the hours of 10:00pm and 7:00am.

5.7 **Parking.** All parking for commercial activities shall be contained in the provided parking areas. There shall be no parking for commercial activities on public or private streets.

5.8 **Rubbish and Trash.** All rubbish and trash originating from any commercial lessee shall be placed in the dumpsters provided in the trash enclosures. No rubbish or trash shall be placed in any location other than the provided trash enclosures.

ARTICLE VI

Common Areas

6.1 **Owner's Easements of Enjoyment.** Subject to the provisions of this Section 6, every Lot and Tract owner and his invitees shall have a right and easement of enjoyment in and to the Common Areas, which easement shall be appurtenant to and shall pass with the title to every Lot.

6.2 **Title.** The Developer may retain legal title to the Common Areas until such time as, in the opinion of the Developer, the Association is able to maintain the Common Areas, but in any event, the Developer shall convey title to the Common Areas to the Homeowner's Association before the final Lot in the Subdivision is conveyed to an Owner other than Developer. Title to Common Areas, if any, in any annexed property shall be conveyed to the Homeowner's Association when determined by the Developer, but in any event before the final Lot in any annexation is conveyed to an Owner other than Developer.

6.3 **Extent of Owner's Rights.** The easement of enjoyment in the Common Areas shall be subject to the following and all other provisions of this Declaration:

6.3.1 Developer grants to the Homeowner's Association for the benefit of the Association and all Owners, the following easements over and upon the Common Areas:

- i. An easement for installation and maintenance of power, water and other utility and communication lines initially installed by Developer and any such easement shown on the Plat;
- ii. An easement for vehicular access within the Subdivision;
- iii. An easement for construction, maintenance, repair and use of Common Areas; and
- iv. So long as Developer owns any Lot or Tract, an easement to Developer to carry out sales and related activities.

Developer and the Association may grant or assign such easements to municipalities or other utilities performing utility services, and the Association may grant access to police, fire and other public officials and utility companies serving the Property.

6.3.2 The Common Areas shall not be divided into parcels for residential or commercial use.

6.4 **Delegation of Use.** Any Lot owner may grant a revocable license to the members of his family, tenants, or contract purchasers who reside on the property, to the use and enjoyment of the Common Areas. Any Tract owner may grant a revocable license to tenants of the multi-family units, but not to tenants or invitees of any commercial unit, to the use and enjoyment of the Common Areas. Every Lot owner and Tract owner, except as mentioned in this paragraph 6.4, shall have no right to and is prohibited from otherwise delegating or granting a license for the use and enjoyment of the Common Areas.

6.5 **Entrance Sign.** An entrance sign shall be constructed on a portion of the Common Area and will bear the name "Shorepine Village". The cost of said construction shall be borne by Developer. The cost of maintenance shall be an expense incurred by the Homeowner's Association.

6.6 **Walk/Bike Paths.** The general public shall have reasonable access and the right to the use and enjoyment of the walk/bike paths within the Subdivision.

ARTICLE VII Easements

7.1 **Easements on Recorded Plat Incorporated Herein.** All conveyances of Lots situated in the Subdivision, made by the Declarant, and all persons claiming by, through or under the Declarant, shall

be subject to all easements disclosed on the Subdivision plat recorded in the Tillamook County public records, and are, by this reference, incorporated herein.

ARTICLE VIII Design Review Board

8.1 Design Review. No structure shall be commenced, erected, placed or altered on any Lot, Tract or property in the Subdivision without the prior approval, in writing, of the Design Review Board, except Declarant shall not be required to obtain Design Review Board approval for the first seven (7) years of development commencing on the date of the recording of this Declaration. The Owner requesting such approval shall submit to the Board all plans, including plot plans showing contours, locations of significant features, together with drawings and other necessary data showing the nature, shape, height, materials, colors and proposed locations of such construction. The purpose of the Design Review Board shall be to promote quality of workmanship and materials, harmony of exterior design with existing structures in said Property, to minimize plan repetition, to preserve privacy, and to promote proper building location with respect to privacy, topography, and vegetation. At a minimum, the plans and specifications shall include: Site Plan, Floor Plans, Sections, and Exterior Elevations sufficient to reasonably describe the exterior of the building, and exterior material specifications and color samples.

8.2 Design Review Board Decision. The Design Review Board shall render its decision within thirty (30) days after it has received all required materials deemed by it necessary to enable it to render a decision. All decisions shall be in writing and shall be final. Decisions rendered by the Design Review Board shall be one of the following: (a) approval; (b) approval with specific modifications; (c) request for additional information; or (d) denial of the proposed construction plan. If the Board fails to render its decision within the thirty (30) day period, the Design Review Board shall be deemed to have consented to the proposal submitted to it.

8.3 Membership. The initial members of the Design Review Board shall be: Jeff Schons and Mary J. Jones.

8.4 Appointment and Removal. The Declarant or Declarant's successors or assigns shall keep on file a list of names and addresses of the members of the Design Review Board. The powers and duties of the Board shall be transferred from the initial members to not less than three Owners within seven (7) years of the date of the recording of this Declaration. The selection of the new members shall be within the sole discretion of the initial members. The new members' term shall be staggered as follows: One member shall serve a term of one year, one member shall serve a term of two years, and one member shall serve a term of three years. Determination of which member shall serve which initial term shall be within the sole discretion of the initial Board. The terms of membership on the Board shall thereafter be for three years. Decisions by the Board shall be upon majority vote. It shall be the duty of the Board to perpetuate itself.

8.5 Liability. Neither the Design Review Board nor any member thereof shall be liable to any Owner, occupant, or tenant for any loss, damage or prejudice suffered or claimed to have been suffered on account of any action or failure to act by the Design Review Board or a member thereof. Neither the Design Review Board nor any member thereof shall be liable for payment of prevailing attorney fees in the event that the Design Review Board unsuccessfully attempts to enforce or interpret any provisions in this Declaration against an Owner. Each Owner for himself/herself, and his/her heirs and assigns, hereby

covenants and agrees to indemnify and hold harmless the Design Review Board or any member thereof from and against any and all claims, loss or liability for general, special, or punitive damages, costs and attorney fees, arising as a result of said members' exercise of the powers and duties defined herein. This indemnification shall be binding upon the Owners in the Subdivision, even if it is determined that the Design Review Board or members' action was in excess of the powers and duties granted herein, so long as said Design Review Board or member was under the good faith belief that his/her actions were authorized.

8.6 **Non-Waiver.** Consent by the Design Review Board to any matter proposed to it and within its jurisdiction under this Declaration shall not be deemed to constitute a precedent or waiver impairing the rights to withhold approval as to any similar matter thereafter submitted to it. The Design Review Board's consent to any proposed work shall automatically be revoked six months after issuance unless construction of the work has commenced.

8.7 **Rules.** The Design Review Board may promulgate by majority vote such reasonable rules as it deems necessary to accomplish and enforce the provisions of this Section 8 and this Declaration.

ARTICLE IX

Homeowner's Association

9.1 **Organization.** Declarant shall, before the first Lot is conveyed to an Owner other than Developer, organize an association to be comprised of Owners in the Subdivision. The association shall be a non-profit corporation organized under the laws of the State of Oregon under the name "Shorepine Village Homeowner's Association". In the event the Association is at any time dissolved, for any reason, it shall automatically be succeeded by an unincorporated association of the same name and all of the powers of the incorporated Association existing immediately prior to its dissolution shall automatically vest in the successor association.

9.2 **Membership.** Every Owner of one or more Lots or Tracts within the Subdivision shall, during the entire period of ownership, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of ownership of a Lot or Tract and shall expire automatically upon termination of such ownership.

9.3 **Voting Rights.** Only member of good standing (annual fees paid in full) are entitled to cast votes. The Homeowner's Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners as defined in Article 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot or Tract in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot or Tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Developer, its successors and assigns. Class B members shall be entitled to three (3) votes for each Lot or Tract in which it holds the interest required for membership, provided that the Class B membership shall be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When dwellings are constructed upon seventy five percent (75%) of the Lots, or
- (b) The date seven (7) years from the date of the recording of this Declaration.

9.4 Turnover. At a time determined by the Declarant and as required by Oregon Revised Statute, Declarant shall convene a meeting for the purpose of turning over administrative responsibility of the Subdivision to the Association.

9.5 Powers and Obligations. The Association, by and through its Board of Directors, shall have an exercise the following powers and obligations:

9.5.1 The powers, duties, and obligations granted to the Association by these covenants; The powers and obligations of a non-profit corporation pursuant to the laws of the State of Oregon;

9.5.2 Any additional powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or promoting the general benefit of the Owners;

9.5.3 Such powers as the Association and/or its Directors have or determine in Bylaws, rules and regulations, as may be amended from time to time, as reasonable and necessary to accomplish the purposes of this Declaration. The rules of the Association may govern and restrict matters pertaining to rental units within the Subdivision, and may provide for penalties as reasonable for the enforcement of this Declaration and Association rules and regulations.

9.6 Directors. All powers of the Association shall be exercised by and through the Directors of the Association, its agents, employees and officers.

9.7 Liability. Neither the Association nor any officer or member of its Board of Directors shall be liable to any Owner for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act by the Association, its officers or directors, provided that the officer or director has acted in good faith.

9.8 Reports and Audits. An annual report of the receipts and expenditures of the Association shall be rendered by the Board of Directors to all Owners who have requested the same within 90 days after the end of the fiscal year.

9.9 Availability of Records. Upon request, during normal business hours or under other reasonable circumstances, the Association shall make available to Owners copies of the Bylaws of the Association, other rules concerning the Property, and its books, records, and financial statements.

9.10 Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage insuring the Developer, the Association, its directors and the Owners against liability to the public or to Owners and their invitees, incident to the operation, maintenance, ownership, or use of the Common Areas. There may be excluded from such policy or policies coverage of an Owner (other than as a member of the Association or Board of Directors) for liability arising out of acts or omissions of such Owners and liability incident to the ownership and/or use of the part of the property as to which such Owner has the exclusive use of occupancy. Limits of liability under such insurance shall not be less than \$1,000,000.00 on a combined single-limit basis.

ARTICLE A
Maintenance of Common Areas

10.1 Homeowner's Association. The Association Board of Directors shall provide for the maintenance upon the Common Areas in the Subdivision, including but not limited to grass, trees, walks, parking areas and Common Area roads. In the event, however, the need for such maintenance or repair is caused by the willful or negligent act or omission of an Owner, his family, tenants, guests, or invitees, and to the extent such maintenance or repair is not covered by the Association's insurance policy, if any, the costs of such maintenance and repair may, in the discretion of the Board of Directors of the Association, be charged to the Owner. Such charge may be a lien against the Owner's Lot in accordance with Section 11.3.

10.2 Maintenance of Utilities. The Association shall perform or contract for the maintenance or improvement of all utilities, such as sanitary sewer service lines, domestic water service lines and storm drainage lines located in the Common Areas, if any.

10.3 On-site Storm Drainage. The large pond in the center of the Common Area located in the middle of the Subdivision is designed as a storm water retention area to allow for infiltration of storm water collected within the boundaries of Shorepine Village. In the event storm drainage exceeds the capacity of the retention pond, an overflow pipe is directed via the natural course of drainage to the south. In the event this overflow system fails at any time in the future, the Shorepine Village Homeowner's Association will be required to participate in the expense of additional drainage system improvements, including a culvert under Cape Kiwanda Drive to route stormwater to the Nestucca River via the Nestucca Ridge wetlands.

ARTICLE XI
Assessments

11.1 Maintenance, Repair and Tax Assessments. The purpose of assessments is to obtain funds for the maintenance and improvement of Common Areas, including all private roads, paved paths and storm drainage system, to promote the welfare of the Subdivision and to pay property taxes as to Common Areas, if any. The Association Board of Directors shall from time to time and at least annually prepare an operating budget for the Association, taking into account the costs and future needs of the Association. The budget shall provide for an adequate reserve fund for taxes, if any, and maintenance and repair of Common Areas. Based upon the budget, the Directors shall determine an assessment to be made to each Lot and Tract thereof equally, except the Lots and Tracts owned by Developer as of the date of the recording of the Subdivision plat shall be exempt from assessments until the Lot or Tract is sold or for a period of seven (7) years, whichever first occurs. The initial annual assessments for the 1996 calendar year shall be \$240.00. Annual assessments shall be prorated beginning with the first whole month of new ownership. Upon any increase of the annual assessment, the Directors shall advise each Owner in writing of the new assessment payable by him/her.

11.2 Capital Improvement Assessments. The Association, by and through its Directors, may elect to purchase, construct or otherwise acquire additional equipment, facilities or other capital improvements for general use and benefit of all Owners, and for that purpose may impose a special assessment called a "Capital Improvement Assessment". Any such assessment shall be levied against all Lots and Tracts. Any action by the Association pursuant to this section shall be effective only if approved

by the vote of which consent or not less than 75 percent of the members who are voting in person at a meeting duly called for this purpose.

11.3 Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot or Tract by acceptance of a conveyance thereof, except the Developer for Lots and Tracts owned by Developer as of the date of the recording of the Subdivision Plat, is hereby deemed to covenant to pay the Association all assessments or other charges as may be fixed, established and collected in the manner provided in this Declaration. Such assessments and charges shall be a charge on the land and shall be a continuing lien upon the Lot or Tract against which each such assessment or charge is made. Such assessments, charges and other costs shall also be the personal obligation of the person who was the Owner of the Lot or Tract at the time when the assessment fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article XII below.

11.4 Commencement. All Lots, Tracts, and Owners shall be subject to the assessments provided for herein beginning the first day of the month following the one within which the Lot or Tract is purchased by the Owner.

ARTICLE XII

Enforcement of Assessments

12.1 Default; Lien Provisions. If an assessment or other charge levied under this Declaration is not paid within 30 days of its due date, such assessment or charge shall become delinquent and shall bear interest at the rate of ten (10%) percent per annum until paid. The President or Secretary of the Association shall file in the office of the Tillamook County Clerk or Recorder a lien stating the amount of the delinquent assessments and interest due, and upon payment in full thereof shall file a release of such lien.

12.2 Non-exclusiveness and Accumulation of Remedies. An election by the Association Directors to pursue any remedy for a violation of this Declaration shall not prevent concurrent or subsequent exercise of any other remedy. The remedies in this Declaration are not exclusive.

ARTICLE XIII

General Provisions

13.1 Enforcement. The Declarant, any Owner and/or the Homeowner's Association shall have standing to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations and easements imposed by the provisions of this Declaration. The failure to enforce any restriction, condition, covenant, reservation or easement shall in no event be deemed a waiver of the right to do so thereafter.

13.2 Severability. Invalidation of any of these protective covenants, conditions, reservations, or easements by judgment or court order shall in no way affect any other provisions which should remain in full force and effect.

13.3 Duration.

13.3.1 The covenants, conditions and restrictions of the Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or its Directors, the Owner subject to this Declaration, the Declarant, or their respective legal representatives, heirs,

successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

13.3.2 Any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended during the first twenty-five (25) year period by an instrument signed by members entitled to cast not less than ninety percent (90%) of the votes and thereafter by an instrument signed by members entitled to cast not less than seventy-five percent (75%) of the votes.

13.3.3 Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by one hundred percent of the Owners of said property; or by the Declarant, so long as it owns any interest in the Property or any other property that may be annexed pursuant to Article II.

13.4 **Amendment.** Notwithstanding Section 13.3, prior to the date of the initial sale of all Lots or Tracts in the Subdivision by Declarant, this Declaration may not be revoked; provided, however, that until that date, the Declaration may be amended, without change to the purpose hereof, by the Declarant upon the recording of an amendment instrument.

13.5 **Limitation of Liability of Declarant.** Under no circumstances shall Declarant have any liability to any Owner or tenant, lessee, guest or invitee of said Owner. Each Owner, for himself/herself and his/her heirs and assigns, hereby covenants and agrees to indemnify and hold Declarant harmless from any such claims, losses or liabilities, including costs and attorney fees incurred by Declarant in defending any legal action based upon Declarant's performance of duties under this Declaration, unless it is finally held by the court (trial or appellate) that Declarant, with actual knowledge, acted in bad faith.

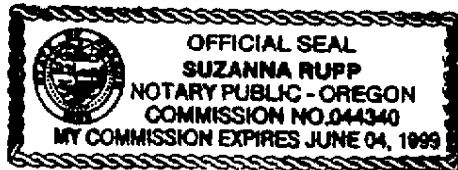
DATED this 19th day of July, 1996.

Declarant: Nestucca Ridge Development, Inc.

By: Jeff Schons

Title: Secretary

STATE OF OREGON)
)
County of Tillamook)



The foregoing instrument was acknowledged before me this 19th day of July, 1996, by Jeff Schons, the Secretary of Nestucca Ridge Development, Inc., an Oregon Corporation, on behalf of the Corporation.

Suzanna Rupp
Notary Public for Oregon
My Commission Expires: 6/4/99

140A

SHOREPINE VILLAGE PHASE I

IN THE SE 1/4 OF THE NE 1/4 SEC. 24, T. 4 S., R. 11 W., W.L. TILLAMOOK COUNTY, OREGON

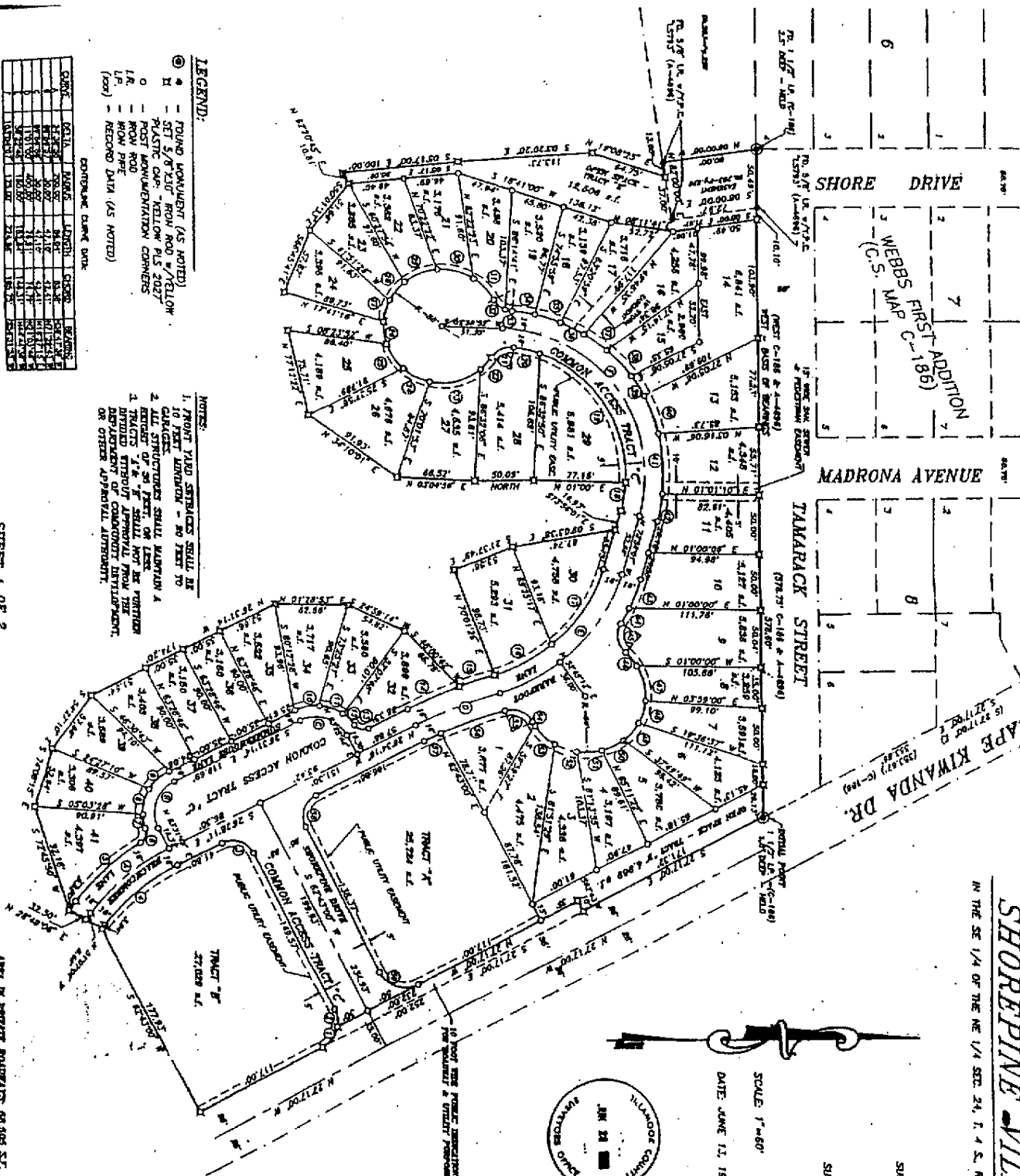
SURVEY FOR: NESTORICA RIDGE DEVELOPMENT, INC.
P.O. BOX 189
PACIFIC CITY, OR. 97135

SURVEY BY: KELLOW LAND SURVEYING
P.O. BOX 115
PACIFIC CITY, OR. 97135

SCALE 1"=60'
DATE: JUNE 11, 1996



REGISTERED PROFESSIONAL LAND SURVEYOR
DOUGLAS H. KELLOW
PACIFIC CITY, OREGON



LEGEND:

- FOUND MONUMENT (AS NOTED)
- SET 3/8" X 1/2" IRON ROD W/ YELLOW PLASTIC CAP - KELLOW PLS 2027
- POST MONUMENTATION CORNERS
- ROW ROAD
- ROW PIPE
- RECORD DATA (AS NOTED)

COMPASS BEARING DATA

STATION	BEARING	DISTANCE	BEARING	DISTANCE
1	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00
2	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00
3	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00
4	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00
5	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00
6	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00
7	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00
8	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00
9	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00
10	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00
11	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00
12	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00
13	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00
14	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00
15	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00
16	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00
17	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00
18	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00
19	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00
20	N 89° 58' 12" E	100.00	S 89° 58' 12" W	100.00

NOTES:

1. FRONT YARD SETBACKS SHALL BE 10 FEET MINIMUM - NO FEET TO CURB.
2. ALL STRUCTURES SHALL MAINTAIN A SETBACK OF 25 FEET SHALL NOT BE FURTHER REDUCED WITHOUT APPROVAL FROM THE DEPARTMENT OF COMMERCE SETTLEMENT, OR OTHER APPROVAL AGENCY.

SHEET 1 OF 2

AREA IN PARENT SURVEY: 64,500 S.F.

PROPERTY LINE CORNER DATA

CHUCK	QUITY	BEARS	LENGTH	COORD	BEARING
1	100.00	100.00	100.00	100.00	100.00
2	100.00	100.00	100.00	100.00	100.00
3	100.00	100.00	100.00	100.00	100.00
4	100.00	100.00	100.00	100.00	100.00
5	100.00	100.00	100.00	100.00	100.00
6	100.00	100.00	100.00	100.00	100.00
7	100.00	100.00	100.00	100.00	100.00
8	100.00	100.00	100.00	100.00	100.00
9	100.00	100.00	100.00	100.00	100.00
10	100.00	100.00	100.00	100.00	100.00
11	100.00	100.00	100.00	100.00	100.00
12	100.00	100.00	100.00	100.00	100.00
13	100.00	100.00	100.00	100.00	100.00
14	100.00	100.00	100.00	100.00	100.00
15	100.00	100.00	100.00	100.00	100.00
16	100.00	100.00	100.00	100.00	100.00
17	100.00	100.00	100.00	100.00	100.00
18	100.00	100.00	100.00	100.00	100.00
19	100.00	100.00	100.00	100.00	100.00
20	100.00	100.00	100.00	100.00	100.00

SHOREPINE VILLAGE PHASE I

IN THE SE 1/4 OF THE NE 1/4 SEC. 24, T. 4 S., R. 11 W., W.M., TILLAMOOK COUNTY, OREGON

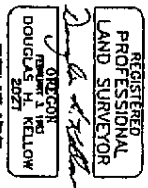
SURVEYOR'S CERTIFICATE:

I, DOUGLAS H. KELLOW, A REGISTERED PROFESSIONAL LAND SURVEYOR FOR OREGON, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED, PLATTED AND RECORDED THE BOUNDARY OF SAID LANDS REFERRED TO IN THE SUBMISSION AS FOLLOWS:

BEGINNING AT THE INITIAL POINT OF THIS SUBMISSION PLAT SAID INITIAL POINT BEING A 1 1/2 INCH IRON PIPE WHICH MARKS THE SOUTHWEST CORNER OF THE PLAT BOUNDARY FOR WEBB'S FIRST ADDITION, AS SAID ADDITION IS PLATTED AND RECORDED IN BOOK 2-4, PAGE 119 OF THE PLAT RECORDS FOR TILLAMOOK COUNTY, OREGON, SAID ADDITION LIES IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 11 WEST OF THE WILLAMETTE MERIDIAN, TILLAMOOK COUNTY, OREGON, AND RUNNING THENCE WEST ALONG THE SOUTH LINE TO AN IRON ROD; A DISTANCE OF 578.20 FEET (PLAT = 578.75 FEET) TO AN IRON ROD; SAID IRON ROD BEING THE CORNER OF LOT 21, BLOCK 6 OF SAID WEBB'S FIRST ADDITION, SAID DISTANCE BEING THE UNCORRECTED DISTANCE OF SAID TRACT OF LAND CONNECTED TO THE UNCORRECTED RECORDS FOR TILLAMOOK COUNTY, OREGON, RECORDED IN BOOK 283, PAGE 228, REED RECORDS FOR TILLAMOOK COUNTY, OREGON; THENCE SOUTH 09°00'00" EAST ALONG THE EAST LINE OF SAID SPOONER TRACT, A DISTANCE OF 80.00 FEET TO AN IRON ROD AT THE SOUTHWEST CORNER THEREOF; THENCE NORTH 87°00'00" EAST 13.00 FEET TO AN IRON ROD; THENCE SOUTH 15°00'25" WEST 64.75 FEET TO AN IRON ROD; THENCE SOUTH 07°00'00" EAST 113.73 FEET TO AN IRON ROD; THENCE SOUTH 05°17'00" EAST 109.00 FEET TO AN IRON ROD; THENCE NORTH 82°00'45" EAST 10.81 FEET TO AN IRON ROD; THENCE SOUTH 50°01'45" EAST 51.68 FEET TO AN IRON ROD; THENCE SOUTH 85°45'41" EAST 57.82 FEET TO AN IRON ROD; THENCE NORTH 17°41'15" EAST 88.73 FEET TO AN IRON ROD; THENCE NORTH-EAST ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 87°08'53" EAST 19.81 FEET, AN ARC DISTANCE OF 19.84 FEET TO AN IRON ROD; THENCE SOUTH 08°21'55" WEST 88.40 FEET TO AN IRON ROD; THENCE NORTH 81°55'12" EAST 75.71 FEET TO AN IRON ROD; THENCE NORTH 03°45'58" EAST 68.32 FEET TO AN IRON ROD; THENCE NORTH 50°00'00" EAST 100.00 FEET TO AN IRON ROD; THENCE NORTH 01°00'00" EAST 77.16 FEET TO AN IRON ROD; THENCE SOUTH 89°00'00" WEST 101.51 FEET TO AN IRON ROD; THENCE NORTH 01°00'00" EAST 101.51 FEET TO AN IRON ROD; THENCE SOUTH 89°00'00" WEST 101.51 FEET TO AN IRON ROD; THENCE SOUTH 23°56'01" EAST 16.63 FEET TO AN IRON ROD; THENCE SOUTH 09°01'18" EAST 87.74 FEET TO AN IRON ROD; THENCE SOUTH 21°37'49" EAST 53.58 FEET TO AN IRON ROD; THENCE NORTH 70°01'16" EAST 94.73 FEET TO AN IRON ROD; THENCE SOUTH-EAST ALONG THE ARC OF A 416.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 17°43'15" EAST 31.21 FEET, AN ARC DISTANCE OF 31.22 FEET TO AN IRON ROD; THENCE SOUTH 45°00'45" WEST 66.78 FEET TO AN IRON ROD; THENCE SOUTH 24°59'11" WEST 54.42 FEET TO AN IRON ROD; THENCE SOUTH 01°28'53" WEST 62.68 FEET TO AN IRON ROD; THENCE SOUTH 25°31'11" EAST 174.20 FEET TO AN IRON ROD; THENCE SOUTH 52°27'10" EAST 57.85 FEET TO AN IRON ROD; THENCE SOUTH 74°00'15" EAST 32.64 FEET TO AN IRON ROD; THENCE NORTH 72°43'50" EAST 92.16 FEET TO AN IRON ROD; THENCE NORTH 28°19'00" EAST 32.50 FEET TO AN IRON ROD; THENCE NORTH 17°53'51" EAST 17.53 FEET TO AN IRON ROD IN THE NORTHERLY LINE OF SAID CORNER OF SAID COUNTY ROAD 17.53 FEET TO AN IRON ROD; THENCE SOUTH WESTERN LINE OF THE COUNTY ROAD, A DISTANCE OF 340.32 FEET TO THE INITIAL POINT; AND CONTAINING 6.84 ACRES OF LAND.

POST MONUMENTATION OF INTERIOR CORNERS WILL BE COMPLETED BY JUNE 15, 1997.

REGISTERED PROFESSIONAL LAND SURVEYOR FOR OREGON NO. 2027



NARRATIVE:
THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE BOUNDARY LINES AND CORNERS FOR THE EXTERIOR OF THE SUBDIVISION OF THE LANDS AS SHOWN HEREON. ON THE BASIS OF BEARINGS FOR THIS SURVEY WAS DERIVED FROM THE EXISTING IRON PIPES WHICH LIE ALONG THE SOUTH LINE OF WEBB'S FIRST ADDITION.

INTERIOR CORNER MONUMENTATION:
IN ACCORDANCE WITH O.R.S. 92.070, THE INTERIOR CORNERS OF THIS SUBDIVISION HAVE BEEN CORRECTLY SET WITH PROPER MONUMENTS. AN ATTESTANT HAS BEEN PREPARED RECORDING THE ESTABLISHMENT OF SAID CORNERS AND IS RECORDED IN BOOK _____ TILLAMOOK COUNTY DEED RECORDS.

TILLAMOOK COUNTY SURVEYOR DATE:

APPROVALS:

Allen E. Bussell
ALLEN E. BUSSSELL, TILLAMOOK COUNTY SURVEYOR
DATE: JUNE 26, 1996

Steve J. ...
TILLAMOOK COUNTY ASSESSOR
DATE: JUNE 27, 1996

Jeff A. Bove
JEFF A. BOVE, TILLAMOOK COUNTY COMMISSIONER
DATE: 6/22/96

John ...
TILLAMOOK COUNTY COMMISSIONER
DATE: 6/27/96

Ken Burdick
KEN BURDICK, TILLAMOOK COUNTY COMMISSIONER
DATE: 6-27-96

William ...
TILLAMOOK COUNTY PLANNING COMMISSION
DATE: 6-28-96

TAXES HAVE BEEN PAID IN FULL TO 6-30-96

SURVEY BY: KELLOW LAND SURVEYING
P.O. BOX 335
PACIFIC CITY, OR. 97135
(503)965-6644

DATE: JUNE 14, 1996

SURVEY FOR: MESTUCCA RIDGE DEVELOPMENT, INC.

I, DOUGLAS H. KELLOW, DO HEREBY CERTIFY THAT THIS IS A FULL COMPLETE AND TRUE COPY OF THE ORIGINAL PLAT AS REFERENCED HEREON.

Douglas H. Kellow
DOUGLAS H. KELLOW P.L.S. NO. 2027

SHEET: 2 OF 2

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, MESTUCCA RIDGE DEVELOPMENT, INC., AN OREGON CORPORATION, MARY J. JONES, PRESIDENT, AND JEFF E. SCHONS, SECRETARY, AND LAVILLA M. SPOONER, TRUSTEE, TRUST TRUST U/W KENNETH F. SPOONER - RESIDUAL TRUST - A AND LAVILLA M. SPOONER, TRUSTEE TRUST U/W KENNETH F. SPOONER - MARGINAL TRUST - A AND LAVILLA M. SPOONER, AS TRUSTEES OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON, AND RESERVING OUR RIGHTS IN THE SAID LANDS TO BE SHOWN AS SHOREPINE VILLAGE PHASE I, THE SAID LANDS DESCRIBED IN THE PROPOSED SUBDIVISION ARE PRIVATE. WE HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE EASTWAYS LAD OUT THROUGH AND UPON SAID LAND AS SHOWN, OR HEREON, WITHIN THE WITHIN PLAT, AND WE HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE WESTERN LINE OF CARP KOWANDA COUNTY ROAD AS SHOWN ON THE WITHIN PLAT. WE ALSO CERTIFY THAT ALL TAXES AND ASSESSMENTS LEVIED AGAINST SAID LAND HAVE BEEN PAID IN FULL.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS AND SEALS ON THIS 26th DAY OF JUNE, 1996.

Mary J. Jones
MARY J. JONES, PRESIDENT
Jeff E. Schons
JEFF E. SCHONS, SECRETARY

Lavilla M. Spooner
LAVILLA M. SPOONER, TRUSTEE
Lavilla M. Spooner
LAVILLA M. SPOONER

ACKNOWLEDGEMENT:

STATE OF OREGON
County of Washington
S.S.

ON THIS 18 DAY OF June, 1996, PERSONALLY APPEARED BEFORE ME A NOTARY PUBLIC FOR OREGON THE ABOVE NAMED LAVILLA M. SPOONER, AS TRUSTEE AND INSTRUMENTAL, KNOWN TO ME TO BE THE IDENTICAL PERSON DESCRIBED IN THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SALE TO BE HER VOLUNTARY ACT AND DEED.

Kristine A. Mills
KRYSTINE A. MILLS
NOTARY PUBLIC FOR OREGON
STATE OF OREGON
County of TILLAMOOK
S.S.



ON THIS 7th DAY OF June, 1996, PERSONALLY APPEARED BEFORE ME A NOTARY PUBLIC FOR OREGON THE ABOVE NAMED MARY J. JONES AND JEFF E. SCHONS, KNOWN TO ME TO BE THE IDENTICAL PERSONS DESCRIBED IN THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SALE TO BE THEIR VOLUNTARY ACT AND DEED.

Jeff E. Schons
JEFF E. SCHONS
NOTARY PUBLIC FOR OREGON

CERTIFICATE OF THE COUNTY CLERK:

STATE OF OREGON
County of TILLAMOOK

I, JOSEPHINE VETTEL, DO HEREBY CERTIFY THAT I AM THE QUALIFIED CLERK OF TILLAMOOK COUNTY, OREGON, AND THAT THIS COPY IS THE FULL COMPLETE AND TRUE COPY OF THE ORIGINAL PLAT OF SAID SUBDIVISION IN PLAT BOOKER B-1120 OF THE PLAT RECORDS OF TILLAMOOK COUNTY, OREGON, RECORDED ON JUNE 26, 1996, AT 10:51 A.M. AS INSTRUMENT NO. 31635-1120-1.

Josephine Vettel
JOSEPHINE VETTEL, TILLAMOOK COUNTY CLERK



EXHIBIT "B"

BEGINNING at the quarter section corner on the East side of Section 24, in Township 4 South, Range 11 West of the Willamette Meridian, in Tillamook County, Oregon, said point being on the Westerly sideline of Cape Kiwanda County Road; thence along the Westerly sideline of said County Road, North 0° 13' East 24.85 feet; thence along the arc of a curve left of radius 384.29 feet, the long chord of which bears North 13° 32' West, 182.68 feet; thence continuing along the Westerly sideline of said road, North 27° 17' West, 750 feet, more or less, to the Southeast corner of WEBB'S FIRST ADDITION TO TILLAMOOK COUNTY, OREGON; thence along the Southerly boundary of said subdivision, West, 700 feet, more or less, to the Pacific Ocean; thence Southerly along the shores of the Pacific Ocean to a point which is South 89° 50' 30" West of the point of beginning; thence North 89° 50' 30" East, to the U. S. Meander Corner, in the East-West centerline of Section 24; thence continuing North 89° 50' 30" East, 893.70 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion as conveyed to Kenneth F. Spooner and Lavilla M. Spooner, husband and wife, by instrument recorded August 25, 1982 in Book 283, Page 228, Deed Records of Tillamook County, Oregon.

FURTHER EXCEPTING THEREFROM

That certain real property located in Pacific City, Tillamook County, Oregon, described in that certain Plat entitled "Shorepine Village" filed in the Plat Records of Tillamook County, Oregon, on the 28th day of June, 1996, in Plat Cabinet B-472-0 of the Real Property Records of said county.

96352403

I hereby certify that the within instrument was received for record and recorded in the County of Tillamook, State of Oregon.

JULY 29 11 26 AM '96

BOOK 379 PAGE 850

Witness my hand and seal affixed.
JOSEPHINE WELBERT, County Clerk

Susan Holmes
RCCR



DEPUTY
80.00

379/589
7-18-96GRANTOR: Jeff Schons & Mary Jones
Naslucua Ridge DevelopmentRETURN TO TILLAMOOK PUD
P O BOX 433
TILLAMOOK, OR 97141TILLAMOOK PEOPLE'S UTILITY DISTRICT
RIGHT-OF-WAY EASEMENT
SUBDIVISION

KNOW MEN BY THESE PRESENTS, that we the undersigned (whether one or more), _____ in true and actual consideration, stated in terms of dollars, of one (\$1.00) dollar (however, the actual consideration consists of other value given or promised as part of the consideration), the receipt of which is hereby acknowledged, does hereby grant unto Tillamook People's Utility District, (hereinafter referred to as the "District") and to its successors and assigns, as follows:

- (1) There is hereby created easement rights over the property described as follows: A grant of easement situated in Tillamook County, Oregon, in property described as Exhibit A, attached hereto and by this reference incorporated herein, the specific grant of easement in such Exhibit A property described as follows:
 - (a) An exclusive perpetual easement eight feet (8') in width, one side of which shall be the boundary lines of each side of each and every alley, road, street or highway now existing (whether later vacated or not) or which may in the future be placed (all of the aforementioned hereinafter collectively referred to as Road) inside, over, across, or abutting the Exhibit A property, and running eight feet (8') from said boundary lines into the adjoining lots and/or parcels and lying parallel to said Roads; and
 - (b) An exclusive perpetual easement of the width and length of all Roads;
 - (c) An exclusive perpetual easement five feet (5') on each and every side of the following property boundary lines: T4S R11W Section 24 AD, Tax Lot 2200 as recorded in Book 374 Page 949 of T.C.D.R.
 - (d) The easements herein described shall hereafter be referred to as Easement.
- (2) District is also hereby granted an exclusive connecting utility easement five feet (5') in width over each and every lot or parcel of said Exhibit A property, located where District determines to place a connecting line and related facilities; said easement to run from each and every house, connection and/or structure placed thereon or to be built thereafter to the Easement described in (1) above, connecting same to such Easement where District determines is the most necessary or beneficial. This easement shall automatically entitle District to all rights and privileges granted herein.
- (3) In addition, any Easement for overhead shall at all times be of such width as is required for District's electric transmission and/or distribution lines, system and/or facilities (herein referred to as "Facility"). At all times and within the sole judgment and discretion of the District, the District shall have the right to determine all necessary and required widths of its overhead Facility.
- (4) District shall have the right and privilege to enter and to erect, lay, place, construct, reconstruct, rephase, operate, repair, maintain, change, alter, relocate, substitute, replace and extend in, through, under, on, upon, over and/or across all the above described Easements, a Facility, whether overhead, on and/or underground.
- (5) In the event Roads, lots or parcel boundary lines are changed or relocated, subsequent to the installation of any Facility by the District and undersigned wishes District to relocate any part of the Facility, then the cost of such relocation shall be at the sole expense of the undersigned, paid in advance.
- (6) At all times, the District shall have the right of ingress and egress from and to inspect and remove any and all portions of District's Facility.
- (7) Undersigned reserves the right to take, use and enjoy the land embraced within these Easements in every manner not inconsistent with this grant, including but not limited to the specific right to construct driveways, entranceways and sidewalks upon, over and across said Easements with other utility, water and sewer lines, but such right shall be subject at all times to the paramount right of District, its successors and assigns, to use the Easements and to dig up, remove or destroy any portions of roadways, driveways, sidewalks or entranceways crossing said Easements, for any purpose described herein provided, that the District shall repair and restore any portion of said roadways, driveways, sidewalks or entranceways so removed or destroyed, and shall restore or replace any sod or grass removed or destroyed in connection with the operation, maintenance or inspection of its Facility, all to a reasonably similar condition as existed before such District work.
- (8) Any trees, shrubbery, fences, buildings or structures placed in or on the above described Easements shall be done so at the sole risk of undersigned. District will not be held responsible

damages done to any buildings, structures, fences, trees, shrubbery and vegetation resulting from District inspecting its facilities or exercising any of its rights in and to the above described Easements. At all times, District shall have the right to keep all Easements clear of all buildings, structures, trees, shrubbery, vegetation, undergrowth, materials, substances or tools that are over, on and/or upon ground; to cut, trim and control the growth by chemical means, machinery or otherwise; to remove and dispose of the same without liability; to remove all fire hazards; and, generally to do all acts necessary to remove any threat of interference to the operation and maintenance of said Facility.

In addition to the foregoing grant, undersigned hereby grants unto the District, during the period of construction and during any subsequent period in which maintenance, inspection, repairs, reconstruction or otherwise thereof may be necessary or beneficial, the right and privilege of using such land abutting on said Easements as may be necessary or beneficial for the purpose of ingress and egress and of bringing upon such land such machinery, pipes and equipment as District determines is necessary or beneficial.

- (10) Whether for electrical services or not, District shall be allowed to use said Easements for all activities authorized by law for a public utility district.
- (11) Nothing in this Easement shall be construed as requiring District to construct, build and/or extend its Facility and/or to provide or furnish electric services to any lot or parcel of the above described land.
- (12) This Easement and the covenants contained herein shall be binding upon the undersigned and the undersigned's heirs, executors, administrators, representatives, assigns, successors and all present and future owners having a legal or equitable title of all or any portion of the above described land. In addition, undersigned warrants and guarantees that all persons having an interest, ownership, claim, or lien to and in the property subject to this Easement have accepted this Easement and its terms and condition, have signed this Easement agreement or such other documents as the District may require, and will hold District harmless in regard thereto. All persons having such an ownership, claim or lien are listed as follows:

- (13) All Facilities erected and installed and/or accepted by the District shall remain the property of the District, removable at the option of the District, upon termination of service to, in or on said lands.
- (14) Undersigned has been made aware of and shall be subject to and bound by the District's line extension Policy No. 4-2 and all other policies or ordinances now or hereafter enacted by the District.
- (15) Undersigned agrees to execute any and all documents and papers necessary to carry out the intent of this instrument.

IN WITNESS WHEREOF, the undersigned set his hand and seal this 18 day of June, 19 96

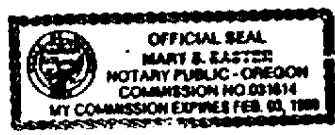
Jeff Schons
Mary Jones

STATE OF OREGON)
) ss.
County of Tillamook)

RETURN TO: TILLAMOOK P.U.D.
P.O. BOX 439
TILLAMOOK, OR 97141

On this 18 day of June, 19 96, personally appeared the above named Jeff Schons and Mary Jones and acknowledged the foregoing instrument to be their voluntary act and deed.

Mary S. Easter
NOTARY PUBLIC FOR Oregon
My Commission Expires: 2-3-98



96352138

I hereby certify that the within instrument was
received for record and recorded in the
County of Tillamook, State of Oregon.

JULY 18 2 56 PM '96

BOOK 379 PAGE 589

Witness of said seal affixed.
JOSEPHINE DELINNY County Clerk


EBMNT
ADMIN
PLCP



DEPUTY
15.00
1.00
9.00