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**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR SHOREPINE VILLAGE**

TO THE PUBLIC

BOOK 388 PAGE 524

REFERENCE IS MADE to the "Declaration of Protective Covenants, Conditions, Restrictions and Easements for Shorepine Village" recorded July 29, 1996 in Book 379, Page 850 of the real property records of Tillamook County, Oregon (the "Declaration");

THE DECLARATION and this Amendment thereto regard the Shorepine Village Subdivision in Tillamook County, Oregon which is more particularly described as follows:

That certain real property located in Pacific City, Tillamook County, Oregon described in that certain plat entitled "Shorepine Village Phase 1" filed in the plat records of Tillamook County, Oregon on the 28<sup>th</sup> day of June, 1996 in Plat Cabinet B-482-0 of Plat Records of Tillamook County, Oregon.

WHEREAS, the Declaration provides that prior to initial sale of all the lots in the Shorepine Village Subdivision, the undersigned Nestucca Ridge Development, Inc. is the original Declarant as to said subdivision and, the undersigned Jeff Schons and Mary J. Jones constitute all members of the Shorepine Village Board of Directors and wish to amend the Declaration; now, therefore,

THE UNDERSIGNED HEREBY DECLARE that the Declaration hereby is amended as specified below:

**Section 2.1 of the Declaration is hereby modified as follows:**

The description of the property which is subject to the Declaration shall be modified to:

"That certain property located in Pacific City, Tillamook County, Oregon, described in that certain Plat entitled "Shorepine Village Phase 1" filed in the Plat Records of Tillamook County, Oregon, on the 28<sup>th</sup> day of June, 1996, in Plat Cabinet B-482-0 of the Real Property Records of said county."

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After recording return to:

Nestucca Ridge Development, Inc.  
P O Box 189  
Pacific City, OR 97135

Section 8.5 of the Declaration is hereby deleted and replaced by:

"8.5 **Liability.** Except as provided below, neither the Design Review Board nor any member thereof shall be liable to any Owner, occupant or tenant for monetary damages for conduct on account of any action or failure to act by the Design Review Board. The foregoing provision does not eliminate or limit the liability of the Design Review Board or a member thereof for any breach of the member's duty of loyalty to the Association or the Owners, acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or any transaction from which the member derived an improper personal benefit. 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 (including the Developer) for himself/herself, and his/her heirs and assigns, hereby covenants and agrees to pay an assessment for each Lot or Tract which will be designated for liability insurance (this assessment shall be included as a portion of the annual Homeowner's assessment, which will insure members of the Design Review Board and members of the Board of Directors of the Association from and against damages, costs, and attorney fees, arising as a result of said members' exercise of the powers and duties defined herein."

Section 9.7 is hereby deleted entirely.

Section 11.1 is hereby deleted and replaced by:

"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, including the Lots and Tracts owned by Developer for which the Developer shall pay the same per Lot or Tract amount beginning with the calendar year 1998. 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. If any proposed annual assessment reflects an increase in excess of 10% in any given year, the increase shall be approved by the vote or written consent of not less than 75% of the Class A members and the Class B members (provided however, that Class B members shall have only one vote per lot or tract for the purposes of this section) who are voting in person at a meeting duly called for this purpose."

Section 11.1.1 is hereby added:

"11.1.1 **Townhome Exterior Maintenance Assessment.** In addition to the other assessments contained herein, each Townhome owner shall pay an additional annual assessment. For purposes of this Article, "Townhome" shall include the residences located on Lots 1 through 9, Lots 15 through 24, and Lots 32 through 41. The purpose of this assessment is to obtain funds for the maintenance and repairs of the exterior, including the roof, siding, plants and sidewalks of each Townhome. The Association Board of Directors shall from time to time and at least annually prepare a budget for projecting the anticipated funds needed to maintain the exterior of the Townhomes. Based upon the budget, the Board of Directors shall determine an assessment to be made to each Townhome owner equally, beginning with the sale of each Townhome, prorated starting from the first whole month of new ownership. The initial annual assessment shall be \$200.00. Upon any increase of the annual assessment, the Directors shall advise each Townhome owner in writing of the amount of assessment payable by him/her. If any proposed annual assessment reflects an increase in excess of 10% in any given year, the increase shall be approved by the vote or written consent of not less than 75% of the Townhome owners who are voting in person at a meeting duly called for this purpose."

Section 11.2 is hereby deleted and replaced by:

**"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 or written consent of not less than 75 percent of the Class A members and the Class B members (provided however, that Class B members shall have only one vote per lot or tract for the purposes of this section) who are voting in person at a meeting duly called for this purpose."

Section 11.3 is hereby deleted and replaced by:

**"11.3 Creation of Lien and Personal Obligation of Assessment.** Each Owner of any Lot or Tract by acceptance of a conveyance thereof 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."


Section 13.4 is hereby deleted and replaced by:

**"13.4 Amendment.** Notwithstanding Section 13.3, prior to the date of the initial sale of all lots or tracts in the Subdivision by the Declarant, this Declaration may not be revoked; provided, however, the Declaration may be amended by the Declarant upon the recording of an amendment instrument on or before July 29, 2001, provided such amendment does not materially change the terms of this Declaration or change the purpose of this Declaration."

Section 13.5 is hereby deleted entirely

THE UNDERSIGNED FURTHER DECLARE that the foregoing amendments to the Declaration shall run with and bind the Property, as defined in the Declaration, as if same had been fully set forth in the original Declaration and that except for the foregoing amendments to the Declaration, all other provisions of said Declaration remain unchanged and in full force and effect.

Declarant: NESTUCCA RIDGE DEVELOPMENT, INC.

By:   
Title: President

STATE OF OREGON )  
 ) ss  
County of Tillamook )

The foregoing instrument was acknowledged before me this 23 day of July, 1997, by Mary J. Jones, President of Nestucca Ridge Development, Inc., an Oregon Corporation, on behalf of the Corporation.

Tori M. Heusser  
Notary Public for Oregon

My Commission Expires: 11/17/2000



Jeff Schons  
Jeff Schons

Mary J. Jones  
Mary J. Jones

STATE OF OREGON )  
 ) ss  
County of Tillamook )

The foregoing instrument was acknowledged before me this 23 day of July, 1997, by Mary J. Jones and Jeff Schons, Member of the Board of Directors of Shorepine Village Homeowners Association.

Tori M. Heusser  
Notary Public for Oregon

My Commission Expires: 11/17/2000



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

JULY 23 3 14 PM '97

BOOK 388 PAGE 524

Witness my hand and official seal:  
JOSEPHINE WILSON, County Clerk  
CLERK COUNTY OF OREGON  
DEPUTY  
26.00  
1.00  
9.00  
ACCR  
ADMIN  
PLCP