

Deed Restrictions

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR Shoreburd Vista

(Reference C.S. #1093 C.S. #15907, C.S. #6720 Plat of Yachats- Book 6 Page 25, C.S. #7689 Unrecorded Plat of SPINDRIFT- C.S. #6782, C.S. #7694 Quiet Water Subdivision - Book 13 Page 21. C.S. #8875 O.D.O.T. Dwg. 3B-22-21 Dated 1933, C.S. #14478 O.D.O.T Dwg. 4B-20-1 Dated 1934, C.S. #14774.)

This Declaration, made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarant":

WHEREAS, Declarants are all of the owners of certain real property in the City of Yachats, County of Lincoln, State of Oregon, hereinafter referred to as the "property", more particularly described as "SHOREBURD VISTA" a subdivision of record, in Lincoln County, Oregon, and;

WHEREAS, Declarants desire to subject the property to certain protective covenants, conditions, restrictions, reservations, easements, liens and charges for the benefit, and it's present and subsequent owners as hereinafter specified and will convey the Property subject thereto;

NOW, THEREFORE, Declarants hereby declare that all of the Property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth; all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These easements, covenants, conditions, restrictions and reservations shall constitute covenants to run with the land and shall be binding upon all persons or entities claiming them, and these conditions, covenants, easements, restrictions and reservations shall inure to the benefit of and be limitations upon all future owners of the property, or any interest therein.

ARTICLE 1 Definitions

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

1. "Association" shall mean property owners of properties located within the boundaries of "SHOREBURD VISTA" a subdivision of record, duly approved and filed with the county recorder, and located in the town of Yachats, County of Lincoln, State of Oregon.
2. "Declarants and Developer" shall mean and refer to the undersigned, their successors and assigns, if such successors, heirs or assigns shall acquire an undeveloped lot from Declarants for purpose of development.
3. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat of the Property with the exception of easements and easements right of way.

Deed Restrictions

4. "Member shall mean and refer to every person or entity holding an interest in any property within the boundaries of "SHOREBURD VISTA" a recorded subdivision plat.
- 5."Mortgage" shall mean and refer to any mortgage or deed of trust.
6. "Mortgagee" shall refer to the mortgagee or trustee under a deed of trust.
7. "Owner" shall mean and refer to the recorded owner of any lot (or if the lot is being sold on a land sale contract, then the buyer) whether one or more persons or entities; excluding those having such interest merely as security for the performance of any obligation, and excluding the general public as owners of easements or rights of way.
8. "Property" shall mean and refer to that certain real property hereinafter described, by recorded declarations in the manner hereinafter set forth.
9. "Set Back" means the minimum distance between dwellings, easements and or private street or lot line.
10. "Grade" shall be determined as the average elevation of the preexisting topography of the four corners of an anticipated structure development.
11. "Structure Height" as used herein does not include any chimney or smokestack.

ARTICLE II

Membership

Every person or entity who is a recorded owner (including contract buyers as defined above) of a fee or undivided fee interest in any lot, by virtue of such ownership shall be a member of the association. The forgoing is intended to exclude persons or entities who hold an interest merely as security for the performance of an obligation, and the general public, the City of Yachats, County of Lincoln or the State of Oregon as owners of any street, right of way or easement. Membership shall be appurtenant to and may not be separated from ownership of any lot made subject to the jurisdiction of the Association. Such ownership shall be the sole qualification for membership, and shall commence and automatically terminate upon lot ownership transferal.

ARTICLE III

Voting Rights

Each member shall be entitled to one vote for each lot in which they hold an interest required for membership by Article II. When more than one person or entity holds such interest in any one lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine or if they are unable to agree cast fractional votes proportional to their ownership interest but in no instance shall more than

Deed Restrictions

one vote be cast for any one lot. The vote applicable to any lot being sold under contract of purchase shall be exercised by the contract buyer unless the contract expressly provides otherwise.

The Declarant, their successors and assigns shall be entitled to four (4) votes for each lot which they hold interest required for membership under Article II, and is subject to the jurisdiction of the association by recorded conveyance. Declarants right to vote shall be extinguished under the following circumstances.

a.) Once Declarant has reconveyed ownership of all lots and no longer represents a recorded interest in any lot (subject to the exclusion of “security for the performance of an obligation” Article II).

b.) One year after reconveyance of all lots but one (1), Declarants right to vote shall be reduced to one (1) vote per lot owned or that proportional part of lot ownership if ownership is held as an undivided fee.

ARTICLE IV Property Rights

1. The private street, “Joni’s Way” has been established for the convenience and private use of the property owners their guests and solicited trades persons. Maintenance and repair of the private street known as Joni’s Way shall be born equally by the property owners of Shoreburd Vista, a separate road maintenance agreement will be supplemental to each property deed and recorded with the county clerk. Decisions and responsibility for maintenance and repair of the private street shall be born by the members of Shoreburd Vista home owners association on a majority vote basis subject to the stipulations outlined in Articles II and III above.

2. An annual determination shall be made by the home owners as to the need for street maintenance during the insuing annum.

3. All structures including out buildings shall be single family site built with finished exteriors. (No Mobile, Modular or Manufactured Homes permitted)

4. No boats, trailers, campers or extra vehicles shall be permitted within the visibility of adjacent properties overnight in Shoreburd Vista.

5. Structure height shall not exceed twenty four (24’) feet on lots one (1) and three (3). Height shall be determined from pre-existing grade as defined in Article I.

6. Vegetation shall not exceed fifteen (15’) in height.

7. A fifteen (15’) foot wide natural vegetation “green belt buffer shall remain and be promoted along the Westerly property lines of lots three (3) and four (4).

Deed Restrictions

8. Any easement affecting the property rights of more than one property shall require the unanimous approval of the association.

9. At no time will any parking be permitted on the private street "Joni's Way" to insure that emergency ingress and egress is maintained for the safety of all.

ARTICLE V

GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, or the owner of any recorded mortgage on any part of said property shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, conditions, reservations, easements and liens now or thereafter imposed by the provisions of this declaration. Failure by the association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so there after.

2. Severability. Invalidation of any one of these covenants or restrictions by judgement of court order shall in no wise affect any other provision which shall remain in full force and effect.

3. Amendment. No rights of amendment to these covenants, conditions, restrictions and reservations are granted in this Declaration to the Association either as a body or as individual members.

EXECUTED on this , _____ day of _____ , 2001

Declarants/Developers "SHOREBURD VISTA"

By: _____
Burd F. Bicksler

Joan N. Bicksler