

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:
Babin & Keusink, P.C.
P. O. Box 1600
Brookings, OR 97415

1995 INSTRUMENT 95 04708

**CERTIFICATE OF AMENDMENT OF THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS ESTABLISHING
OCEANSIDE ESTATES, A PLANNED COMMUNITY**

Re: The Oceanside Estates, a subdivision and planning unit development, located in the City of Brookings, Curry County, State of Oregon, according to plat thereof recorded on June 19, 1995, in the records of the Official Recorder of County of Curry, State of Oregon.

The undersigned, the President of the Oceanside Estates Homeowners Association, Inc., does hereby, by these presents and pursuant to Article XV of the Declaration of Covenants, Conditions & Restrictions Establishing Oceanside Estates, a Planned Community (hereinafter referred to as the "Declaration"), recorded in the Official Records, Curry County, State of Oregon, as Instrument No. 94-02869, on May 12, 1994, certify that the Declaration has been amended, in part, as more fully detailed in the pages attached hereto, and that said amendments have been approved by the votes of the owners holding at last ninety percent (90%) of the total votes of the entire association.

Amendments

1. Article IV, Section 4, General Design Criteria, which reads as follows:

In general the quality of workmanship and design of improvements and landscaping should be consistent with the external design and location of existing structures, the topography of the lot, and the character and appearance of the Community. The size, shape, location,

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design, color and materials of Unit No. 1 shall not be utilized to establish design parameters for subsequent home development. General design criteria shall be left to the sole, complete, and unfettered discretion of the Committee.

has been amended and does now read:

In general the quality of workmanship and design of improvements and landscaping should be consistent with the external design and location of existing structures, the topography of the lot, and the character and appearance of the Community. The size, shape, location, design, color and materials, as well as the landscaping and fencing, of Unit No. 1 shall not be utilized to establish design parameters for subsequent home development. General design criteria shall be left to the sole, complete, and unfettered discretion of the Committee.

2. Article IV, Section 5, Subparagraph A, Single-family Living Units; attached garages, which states:

A. Single-family Living Units; attached garages. Only single-family Living Units are permitted on any lot. No multiple family residential buildings or zero lot line development is permitted. For purposes of this Declaration the term single family and/or multiple family shall have the same meaning as assigned to those terms by the zoning ordinance in effect at the time of the recording of this Declaration in the City of Brookings, County of Curry, State of Oregon, applicable to the subject property. No detached structures shall be permitted without Committee approval after due consideration to special architectural factors necessary for the best utilization of the building lot.

Each West Side Living Unit shall have a minimum of one thousand eight hundred (1,800) square feet of living area, with a minimum of one thousand (1,000) square feet for the first floor in the case of a two-story structure, and with garages attached to the residential unit and a minimum of a two-car garage. Each East Side unit shall have a minimum of one thousand six hundred (1,600) square feet of living area with a minimum of one thousand (1,000) square feet for the first floor in the case of a two-story home (any below grade area, e.g., basement or daylight basement, shall not be considered a first floor area for the purposes of area determination for the East

Side Units), and with a minimum of a two-car attached garage. Each East Side Living Unit shall have a maximum ground coverage area (inclusive of roof, enclosed terraces, garages and any other attached structures) of no more than 85% of the Building Envelope area. All homes must have a paved driveway. The West Side units will be required to have an asphalt driveway and the East Side Units will be required to have a concrete driveway. All plans to include location of mail boxes which are to be of a uniform type and approved by the Committee. All garages to have overhead type doors with garage door openers installed. All drawings of fences, decks and walls to show materials and height. Notwithstanding any of the above or below herein to the contrary, the existing structure located on Lot 1 shall not be required to make any architectural or structural changes to the main dwelling of Lot 1 in order to conform with the architectural provisions of this Declaration. However, Lot 1 shall be subject to the remainder of the terms and conditions contained in this Declaration, other than as specifically excepted hereinabove.

has been amended and does now read as follows:

A. Single-family Living Units; attached garages. Only single-family Living Units are permitted on any lot. No multiple family residential buildings or zero lot line development is permitted. For purposes of this Declaration the term single family and/or multiple family shall have the same meaning as assigned to those terms by the zoning ordinance in effect at the time of the recording of this Declaration in the City of Brookings, County of Curry, State of Oregon, applicable to the subject property. No detached structures shall be permitted without Committee approval after due consideration to special architectural factors necessary for the best utilization of the building lot.

Each West Side Living Unit shall have a minimum of one thousand six hundred (1,600) square feet of living area, with a minimum of one thousand (1,000) square feet for the first floor in the case of a two-story structure, and with garages attached to the residential unit and a minimum of a two-car garage. Each East Side unit shall have a minimum of one thousand four hundred (1,400) square feet of living area with a minimum of one thousand (1,000) square feet for the first floor in the case of a two-story home (any below grade area, e.g., basement or daylight basement, shall not be considered a first floor

area for the purposes of area determination for the East Side Units), and with a minimum of a two-car attached garage. Each East Side Living Unit shall have a maximum ground coverage area (inclusive of roof, enclosed terraces, garages and any other attached structures) of no more than 85% of the Building Envelope area. All homes must have a paved driveway. The West Side units will be required to have an asphalt driveway and the East Side Units will be required to have a concrete driveway. All plans to include location of mail boxes which are to be of a uniform type and approved by the Committee. All garages to have overhead type doors with garage door openers installed. All drawings of fences, decks and walls to show materials and height. Notwithstanding any of the above or below herein to the contrary, the existing structure located on Lot 1 shall not be required to make any architectural or structural changes to the main dwelling of Lot 1 in order to conform with the architectural provisions of this Declaration. However, Lot 1 shall be subject to the remainder of the terms and conditions contained in this Declaration, other than as specifically excepted hereinabove.

3. Article IV, Section 5, Subparagraph F, Setbacks, which states:

F. Setbacks. All side yard, front yard, and back yard setbacks shall be according to the Building Envelope described for each lot, as per Exhibit B, Preliminary Plat. No building structure or eave or projection from a building is to extend past the Building Envelope without special approval as a variance pursuant to the provisions of this Declaration. Driveways and walkways may extend past the Building Envelope.

has been amended and does now read as follows:

F. Setbacks. All side yard, front yard, and back yard setbacks shall be according to the Building Envelope described for each lot, as per Exhibit B, Preliminary Plat. No building structure or eave or projection from a building is to extend past the Building Envelope without special approval as a variance pursuant to the provisions of this Declaration. Driveways and walkways may extend past the Building Envelope. Any Lot Owner of a West Side ocean front Lot who wishes to erect any part of the main structure of their home beyond the rear (West) building envelope of their Lot must submit an acceptable study by a licensed engineering geologist to the Architectural Design Review Committee for review

prior to construction. Such study must show the proposed building location with regard to the rear building envelope and bluff line, method of proposed foundation construction, and certify that such proposed construction is geologically and structurally stable and will not result in any hazard or instability to other properties of the area beyond the natural bluff line. The Architectural Design Review Committee may require additional studies if ambiguity or uncertainty exists about such proposed construction.

4. Article IV, Section 5, Subparagraph J, which reads:

J. Radio and television antenna. No external antennas, satellite dish or related equipment, towers, poles or any similar structure to be installed without Committee approval. In reviewing radio and television antenna design and placement, the Committee shall consider view protection of other Owners, aesthetic considerations, uniformity of appearance, and possible wind storm damage and liability resulting therefrom.

has been amended and does now read as follows:

J. Radio and television antenna. No external antennas, satellite dish or related equipment, towers, poles or any similar structure to be installed without Committee approval. In reviewing radio and television antenna design and placement, the Committee shall consider view protection of other Owners, aesthetic considerations, uniformity of appearance, and possible wind storm damage and liability resulting therefrom. Special consideration shall be given to small "digital" type satellite dishes.

5. Article VII, Section 3, Subparagraph c, which reads:

c. Open Space Restricted Use Area Easement. The Open Space Restricted Use Area is identified by metes and bounds on the Final Plat. Within this area and outside any Building Envelopes located within this area, there is hereby created a Restrictive Easement restricting the activities of the Owners and others within this area. The purpose of this easement is to maintain slope stability, existing vegetation, and a permanent open space. Within the Open Space Restricted Use Area, no Owner may divide property, construct or place any buildings or any structure, remove or alter any existing vegetation, or install any new vegetation. Pedestrian and vehicular access across the area for any purpose is strictly prohibited, except for pedestrian access for and to designated ocean, beach access and pathways. This area's sole use is dedicated to the preservation of open space, view, and

maintenance of slope stability. The Association has responsibility for maintenance of slope stability, maintenance of existing vegetation, repair of any slope failure (including soil placement or removal. Placement of riprap, retaining structures or drainage structures, and placement of any new vegetation or removal of any damaged or diseased vegetation). An Affirmative Easement for the benefit of the Association is created within the Open Space Restricted Use Area for these purposes. All newly installed vegetation shall be native to the southern Oregon coast, identical to or similar to existing vegetation. Notwithstanding the above, all gorse-family vegetation shall be eradicated when and where discovered, and no gorse-family vegetation shall be placed within the Open Space Restricted Use Area. The Association shall maintain an account for the purpose of maintaining slope stability, vegetation maintenance, and open space maintenance.

has been amended and does now read as follows:

- c. **Open Space Restricted Use Area Easement.** The Open Space Restricted Use Area is identified by metes and bounds on the Final Plat. Within this area and outside any Building Envelopes located within this area, there is hereby created a Restrictive Easement restricting the activities of the Owners and others within this area. The purpose of this easement is to maintain slope stability, existing vegetation, and a permanent open space. Within the Open Space Restricted Use Area, no Owner may divide property, construct or place any buildings or any structure, remove or alter any existing vegetation, or install any new vegetation. Pedestrian and vehicular access across the area for any purpose is strictly prohibited, except for pedestrian access for and to designated ocean, beach access and pathways. The Owners of Lot Nos. 1, 4, 5, 6, 7 and 8 may construct very low impact private pathways connecting the rear of their Lots to the main trail system with prior Architectural Design Review Committee approval. Such pathways must be small and constructed in a manner similar to the main trail system. The installation, maintenance and repair of such private pathways is the sole responsibility of the individual Lot Owners and must have no negative effects upon the main trail system or other property Owners. Owners of Lot Nos. 9, 10, 11, 12 and 15 may, with Architectural Design Review Committee approval, construct private pathways to the main trail system or directly to the beach, following the previously mentioned design criteria. This area's sole use is dedicated to the preservation of open space, view, and maintenance of slope stability. The Association has responsibility for maintenance of slope stability, maintenance of existing vegetation, repair of any

slope failure (including soil placement or removal. Placement of riprap, retaining structures or drainage structures, and placement of any new vegetation or removal of any damaged or diseased vegetation). An Affirmative Easement for the benefit of the Association is created within the Open Space Restricted Use Area for these purposes. All newly installed vegetation shall be native to the southern Oregon coast, identical to or similar to existing vegetation. Notwithstanding the above, all gorse-family vegetation shall be eradicated when and where discovered, and no gorse-family vegetation shall be placed within the Open Space Restricted Use Area. The Association shall maintain an account for the purpose of maintaining slope stability, vegetation maintenance, and open space maintenance.

6. Article XI, Section 9, Uniform Rate of Assessment; Special Area Assessments, which reads as follows:

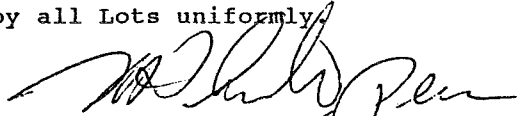
Any assessment for maintenance and reserves for private streets and associated private utilities serving the East Side shall be borne by Lots 14 through 34. Assessments for maintenance and reserves for replacement for the North Private Drive and associated utilities shall be borne by Lots 6 through 10 and 13. Assessments for maintenance and reserves for replacement for the South Private Drive and associated utilities shall be borne by Lots 2, 11 and 12. The costs of extending the North Private Drive, together with associated utilities, past the top of the bluff, shall be borne solely by Lots 9 and 10, and if not paid shall become a special assessment against said Lots. The cost for extending the South Private Drive, together with associated utilities, past the top of the bluff shall be shared by Lots 11 and 12, and if not so paid shall become a special assessment against said Lots. The cost of maintaining the slope easement area shall be borne by all the West Side Lots, Lots 1 through 13, as a special assessment. The costs of maintenance for and replacement reserves for the beach access pathway shall be borne equally by all Lots, Lots 1 through 34. The cost of public improvements assessed against the Association for future improvements to Dawson Road, including City utility extensions, roadway improvements, sidewalks, and the like, shall be borne by all Lots, Lots 1 through 34. (Lots 9, 10, 11 and 12 may have special assessments which are due to costs associated with the private roads and utilities not utilized by other Lot Owners.) All other expenses shall be borne by all Lots uniformly.

has been amended and does now read:

7 - Certificate of Amendment

Any assessment for maintenance and reserves for private streets and associated private utilities serving the East Side shall be borne by Lots 14 through 34. Assessments for maintenance and reserves for replacement for the North Private Drive and associated utilities shall be borne by Lots 6 through 10 and 13. Assessments for maintenance and reserves for replacement for the South Private Drive and associated utilities shall be borne by Lots 2, 11 and 12. The costs of extending the North Private Drive, together with associated utilities, past the top of the bluff, shall be borne solely by Lots 9 and 10, and if not paid shall become a special assessment against said Lots. The cost for extending the South Private Drive, together with associated utilities, past the top of the bluff shall be shared by Lots 11 and 12, and if not so paid shall become a special assessment against said Lots. The cost of maintaining the slope easement area shall be borne by all the West Side Lots, Lots 1 through 13, as a special assessment. The costs of maintenance for and replacement reserves for the beach access pathway shall be borne equally by all Lots, Lots 1 through 34. The cost of public improvements assessed against the Association for future improvements to Dawson Road, including City utility extensions, roadway improvements, sidewalks, and the like, shall be borne by all Lots, Lots 1 through 34. (Lots 9, 10, 11 and 12 may have special assessments which are due to costs associated with the private roads and utilities not utilized by other Lot Owners.) Notwithstanding any statements to the contrary in this section, because of the special geological and physical nature of the Lots in Phase 4, for the purpose of all annual and special assessments, Lots 9 and 10 shall be treated as only one Lot, as will Lots 11, 12 and 15 also be treated as only one lot for the purpose of these assessments. All other expenses shall be borne by all Lots uniformly.

DATED: September 27, 1995



M. F. Gorski, President
Oceanside Estates Homeowners
Association, Inc.

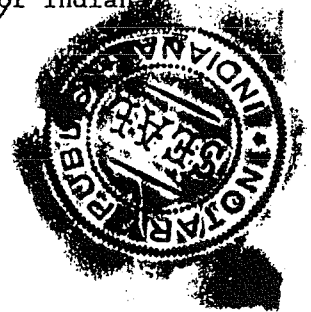
STATE OF INDIANA)
) ss.
County of Marion)

On this 27 day of September 1995, before me, appeared M. F. Gorski, and duly sworn, did say that he is the President of Oceanside Estates Homeowners Association, Inc., the within named corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and M. F. Gorski did acknowledge said instrument to the free act and deed of said corporation.

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

Stephanie J. Beckman
Notary Public for Indiana

STEPHANIE J. BECKMAN, Notary Public
County of Residence: Marion
My Commission Expires: Sep. 30, 1997



1995 INSTRUMENT 95 04708

STATE OF OREGON
COUNTY OF CURRY

I RENEÉ KOLEN, COUNTY CLERK, CERTIFY
THAT THE WITHIN DOCUMENT WAS
RECEIVED AND DULY RECORDED IN THE
OFFICIAL RECORDS OF CURRY COUNTY AT

08:43 ON 10-12-95

h:\docs9\gorsumd2.crt

BY: CH DEPUTY
FEE \$ 55.00
PAGES: 9



9 - Certificate of Amendment

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:
Oceanside Estates Homeowners Association, Inc.
9749 Hampton Cir. N. Dr.
Indianapolis, Indiana 46256

**CERTIFICATE OF SECOND AMENDMENT OF THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS ESTABLISHING
OCEANSIDE ESTATES, A PLANNED COMMUNITY**

Re: The Oceanside Estates, a subdivision and planned unit development, located in the City of Brookings, Curry County, State of Oregon, according to plat thereof recorded on June 19, 1995, in the records of the Official Recorder of County of Curry, State of Oregon.

RETURN TO:
OCEAN TITLE & ESCROW
P.O. BOX 505
GOLD BEACH, OR 97444

ACCOM

The undersigned, President of the Oceanside Estates Homeowners Association, Inc., the successor Declarant on the aforementioned subdivision, does hereby, by these presents and pursuant to Article XV of the Declaration of Covenants, Conditions & Restrictions Establishing Oceanside Estates, a Planned Community (hereinafter referred to as the "Declaration"), recorded in the Official Records, Curry County, State of Oregon, as Instrument No. 94-02869, on May 12, 1994, and as amended by Certificate of Amendment of the Declaration of Covenants, Conditions and Restrictions Establishing Oceanside Estates, a Planned Community, recorded in the official Records, Curry County, State of Oregon, as Instrument No. 95 04708 on October 12, 1995, certifies that the Declaration has been further amended, in part, as more fully detailed in the pages attached hereto, and that said amendments have been approved by the votes of the owners holding at least ninety percent (90%) of the total votes of the entire association.

Amendments

1. Article III, Section 1, Phased Development, which reads as follows:

1 - Certificate of Second Amendment

Declarant proposes a phased development, following in general concept the approved Preliminary Plat (Exhibit B) as follows:

- A Lots - Phase 1
- B Lots - Phase 2
- C Lots - Phase 3
- D Lots - Phase 4

As each phase is developed, Declarant will record a final Plat of that phase, and may record a supplemental declaration.

has been amended and does now read:

Declarant proposes a phased development, following in general concept the approved Preliminary Plat (Exhibit B) as follows:

- A Lots - Phase 1
- B Lots - Phase 2
- C Lots - Phase 3
- D Lots - Phase 4

As each phase is developed, Declarant will record a final Plat of that phase, and may record a supplemental declaration. Declarant may elect not to develop any part of the planned development. Declarant shall not be obligated to annex or add any property to any phase of the development. Development phases may change in part or in whole. Declarant reserves the right to modify, add to or delete any or all phases, in whole or in part.

2. Article III, Section 5, Combination or Withdrawal of Lots, which reads as follows:

Declarant reserves the right to either withdraw one or more of the Lots or combine one or more of the Lots on the attached Preliminary Plat map (Exhibit B). When each Lot is withdrawn or merged with another lot, the vote attributable to such Lot shall cease to exist, thereby reducing the total number of votes in the Community. The withdrawn or merged Lot shall not be subject to assessment in any subsequent fiscal year. Declarant's right to withdraw any particular Lot shall only expire at such time as such Lot has been improved with a Living Unit. In the event that any Lot is withdrawn under this section by the Declarant, such Lot, and the owner thereof, shall not thereby lose or forfeit any easements, rights of access, rights of utilities, or other property rights appurtenant to said Lot at the time of any withdrawal.

has been amended and does now read:

2 - Certificate of Second Amendment

Declarant reserves the right to either withdraw one or more of the Lots or combine one or more of the Lots on the attached Preliminary Plat map (Exhibit B). When each Lot is withdrawn or merged with another lot, the vote attributable to such Lot shall cease to exist, thereby reducing the total number of votes in the Community. The withdrawn or merged Lot shall not be subject to assessment in any subsequent fiscal year. Declarant's right to withdraw any particular Lot shall only expire at such time as such Lot has been improved with a Living Unit. In the event that any Lot is withdrawn under this section by the Declarant, such Lot, and the owner thereof, shall not thereby lose or forfeit any easements, rights of access, rights of utilities, or other property rights appurtenant to said Lot at the time of any withdrawal. Declarant may change, add to, or delete parts or all of these Phases and/or actual number of Lots within these Phases.

3. Article IV, Section 5, Subparagraph A, Single-family Living Units; attached garages, which reads as follows:

A. Single-family Living Units; attached garages. Only single-family Living Units are permitted on any lot. No multiple family residential buildings or zero lot line development is permitted. For purposes of this Declaration the term single family and/or multiple family shall have the same meaning as assigned to those terms by the zoning ordinance in effect at the time of the recording of this Declaration in the City of Brookings, County of Curry, State of Oregon, applicable to the subject property. No detached structures shall be permitted without Committee approval after due consideration to special architectural factors necessary for the best utilization of the building lot.

Each West Side Living Unit shall have a minimum of one thousand six hundred (1,600) square feet of living area, with a minimum of one thousand (1,000) square feet for the first floor in the case of a two-story structure, and with garages attached to the residential unit and a minimum of a two-car garage. Each East Side unit shall have a minimum of one thousand four hundred (1,400) square feet of living area with a minimum of one thousand (1,000) square feet for the first floor in the case of a two-story home (any below grade area, e.g., basement or daylight basement, shall not be considered a first floor area for the purposes of area determination for the East Side Units), and with a minimum of a two-car attached garage. Each East Side Living Unit shall have a maximum ground coverage area (inclusive of roof, enclosed terraces, garages and any other attached structures) of no more than 85% of the

Building Envelope area. All homes must have a paved driveway. The West Side units will be required to have an asphalt driveway and the East Side Units will be required to have a concrete driveway. All plans to include location of mail boxes which are to be of a uniform type and approved by the Committee. All garages to have overhead type doors with garage door openers installed. All drawings of fences, decks and walls to show materials and height. Notwithstanding any of the above or below herein to the contrary, the existing structure located on Lot 1 shall not be required to make any architectural or structural changes to the main dwelling of Lot 1 in order to conform with the architectural provisions of this Declaration. However, Lot 1 shall be subject to the remainder of the terms and conditions contained in this Declaration, other than as specifically excepted hereinabove.

has been amended and does now read:

A. Single-family Living Units; attached garages. Only single-family Living Units are permitted on any lot. No multiple family residential buildings or zero lot line development is permitted. For purposes of this Declaration the term single family and/or multiple family shall have the same meaning as assigned to those terms by the zoning ordinance in effect at the time of the recording of this Declaration in the City of Brookings, County of Curry, State of Oregon, applicable to the subject property. No detached structures shall be permitted without Committee approval after due consideration to special architectural factors necessary for the best utilization of the building lot.

Each West Side Living Unit shall have a minimum of one thousand four hundred (1,400) square feet of living area, with a minimum of one thousand (1,000) square feet for the first floor in the case of a two-story structure, and with garages attached to the residential unit and a minimum of a two-car garage. Each East Side unit shall have a minimum of one thousand two hundred (1,200) square feet of living area with a minimum of one thousand (1,000) square feet for the first floor in the case of a two-story home (any below grade area, e.g., basement or daylight basement, shall not be considered a first floor area for the purposes of area determination for the East Side Units), and with a minimum of a two-car attached garage. Each East Side Living Unit shall have a maximum ground coverage area (inclusive of roof, enclosed terraces, garages and any other attached structures) of no more than 85% of the Building Envelope area. Detached, or Breezeway attached, two-car garages shall be permitted on either the West Side or the East Side homes in special situations, so as to best

utilize any Lot with regard to access, Lot size and shape, and general design at the sole discretion of the Committee. All homes must have a paved driveway. The West Side units will be required to have an asphalt driveway and the East Side Units will be required to have a concrete driveway. All plans to include location of mail boxes which are to be of a uniform type and approved by the Committee. All garages to have overhead type doors with garage door openers installed. All drawings of fences, decks and walls to show materials and height. Notwithstanding any of the above or below herein to the contrary, the existing structure located on Lot 1 shall not be required to make any architectural or structural changes to the main dwelling of Lot 1 in order to conform with the architectural provisions of this Declaration. However, Lot 1 shall be subject to the remainder of the terms and conditions contained in this Declaration, other than as specifically excepted hereinabove.

4. Article IV, Section 5, Subparagraph B, Building height, which reads:

B. Building height. In Oceanside Estates I, homes built upon Lots 7 and 13 shall be limited in building height to a one (1) story structure (above grade) with a roof pitch of no greater than "6/12". In Oceanside Estates II, homes built upon Lots 17, 18, 19, 20, 21, 22, 23, 24, and 25 shall be limited in building height to a one (1) story structure (above grade) with a roof pitch of no greater than "6/12". Homes built upon the other lots in Oceanside Estates I and II may be single or multi-story, in accordance with local building codes. Subsequent remodels, additions, rebuildings and alterations must conform to these same conditions and restrictions as set out in this Declaration.

has been modified and does now read:

B. Building height. In Oceanside Estates I, homes built upon Lots 7 and 13 shall be limited in building height to a one (1) story structure (above grade) with a roof pitch of no greater than "6/12". In Oceanside Estates II, homes built upon Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, or any such Lots that may impact the views from the inner development Lots, shall be limited in building height to a one (1) story structure (above grade) with a roof pitch of no greater than "6/12". Homes built upon the other lots in Oceanside Estates I and II may be single or multi-story, in accordance with local building codes. Subsequent remodels, additions, rebuildings and alterations must conform to these same conditions and restrictions as set out in this Declaration.

5. Article IV, Section 5, Subparagraph E, Materials, which reads as follows:

E. Materials. All structures are to be "stick-built," in place. There are to be no prefabricated, panelized, manufactured, modular or mobile home units, or "log" type homes. The exteriors of all buildings are to be wood or masonry (other than concrete block). There are to be no metal, vinyl, masonite or similar man-made sidings on any buildings. Roof materials and colors are to be specified at time of plan submission to the Design Review Committee. (With regard to Lots 16 through 36, at the time of construction of the residence on these Lots, the Lot Owners will be required to construct sidewalks at the designated locations on the aforesaid Lots consistent with City of Brookings specifications for sidewalks. The Association shall enforce this provision and all remedies available in this Declaration, including construction of the sidewalks and assessment of all costs of construction against the respective Lot as provided by this Declaration.

has been amended and does now read:

E. Materials. Materials to be used in either West Side or East Side homes, along with constructions methods, exterior colors, styles and designs are to be specified in detail at the time of plan submission to the Committee. Roof materials and colors are to be specified at the time of the plan submission to the Committee. With regard to Lots 16 through 36, or any interior East Side Lot, at the time of construction of the residence on such Lot, the Lot Owner will be required to construct sidewalks at the designed locations on the aforesaid Lots consistent with the City of Brookings specifications for sidewalks. The Association shall enforce the provisions of this Section and all remedies available in this Declaration, including construction of the sidewalks and assessment of all costs of construction against the respective Lot as provided in this Declaration.

6. Article IV, Section 5, Subparaqraph H, Geology Reports, which reads:

H. Geology Reports. Lots 16 through 36 shall conform to the general findings of the Declarant's preliminary geology report, H.G. Schlicker and Associates, Exhibit D.

Lots 1 through 8, 13 and 14 shall conform to the Building Envelope bluff side setback, which line is to be coterminous with the top-of-the-bluff low hazard line established by the

Declarant's geology report, H.G. Schlicker and Associates. A separate report by an engineering geologist and civil engineer shall be required from each homeowner prior to submittal of home plans for review determining the actual location of the house, footings, retaining walls, etc., and shall state that the home can be so placed and constructed in a manner not to hazard any adjoining properties, or the stability of the bluff.

Lots 9 through 13 and 15 shall have an independent geology report performed for both the Lot and the access driveways. The Design Committee may require drilling and/or test pits as part of the geology report. This report to be submitted to the Design Review Committee together with a civil engineer's report, duly licensed, showing in detail the house foundations, anchoring, retaining walls, drives and utility extensions. The report shall state that the home can be so placed and constructed in a manner not to be a hazard to any adjoining properties, or the stability of the bluff. The Committee may require an additional report from a mutually acceptable engineering geologist and civil engineer.

has been amended as does now read:

H. Geology Reports. All East Side Lots shall conform to the general findings of the Declarant's preliminary geology report, H.G. Schlicker and Associates, attached as Exhibit D.

Lots 1 through 8, 13 and 14 shall conform to the Building Envelope bluff side setback, which line is to be coterminous with the top-of-the-bluff low hazard line established by the Declarant's geology report, H.G. Schlicker and Associates. A separate report by an engineering geologist and civil engineer shall be required from each homeowner prior to submittal of home plans for review determining the actual location of the house, footings, retaining walls, etc., and shall state that the home can be so placed and constructed in a manner not to hazard any adjoining properties, or the stability of the bluff.

Lots 9 through 13 and 15 shall have an independent geology report performed for both the Lot and the access driveways. The Design Committee may require drilling and/or test pits as part of the geology report. This report to be submitted to the Design Review Committee together with a civil engineer's report, duly licensed, showing in detail the house foundations, anchoring, retaining walls, drives and utility extensions. The report shall state that the home can be so placed and constructed in a manner not to be a hazard to any

adjoining properties, or the stability of the bluff. The Committee may require an additional report from a mutually acceptable engineering geologist and civil engineer.

7. Article V, Section 1, Use of Lot, which reads:

All Lots are to be used for single-family detached residential use only. There shall be no attached common wall units, duplexes, or zero lot line units permitted. All Lots are to be occupied and used only for residential purposes by Owners, tenants, and social guests. There shall be no trade or commercial activity conducted thereon, except only that executive or professional office use by the Owner that does not interfere with other Owners' quiet enjoyment of their property may be permitted where no clients or customers will call at the residence, and where no sign is to be permitted on the residence. There shall not be permitted any group care facilities, tents, shacks, trailers, campers, recreational vehicles, outbuilding or structure of a temporary character, used on any Lot as a dwelling, either temporarily or permanently. There shall be no overnight camping permitted on any Lot. All construction trash and scrap must be kept in a closed container during the period of construction.

has been amended and does now read:

All Lots are to be used for single-family detached residential use only. There shall be no attached common wall units, duplexes, or zero lot line units permitted without special approval. All Lots are to be occupied and used only for residential purposes by Owners, tenants, and social guests. There shall be no trade or commercial activity conducted thereon, except only that executive or professional office use by the Owner that does not interfere with other Owners' quiet enjoyment of their property may be permitted where no clients or customers will call at the residence, and where no sign is to be permitted on the residence. There shall not be permitted any group care facilities, tents, shacks, trailers, campers, recreational vehicles, outbuilding or structure of a temporary character, used on any Lot as a dwelling, either temporarily or permanently. There shall be no overnight camping permitted on any Lot. All construction trash and scrap must be kept in a closed container during the period of construction.

8. Article V, Section 5, Parking Vehicle Restrictions and Towing, which reads:

Each residence shall have a minimum two-car garage. All Lot Owners' vehicles are to be parked in the garage. The garage is not to be used for non-residential storage or as a dwelling space. All garage doors are to be kept closed except for loading and unloading. Any boats and recreational vehicles must be stored in a building on the Owner's Lot, or stored off-site. Boats and recreational vehicles belonging to Owner's and guests of Owners may not remain on-site outside a garage for longer than seven (7) consecutive days at any one period, or fourteen (14) days in any one calendar year. No commercial vehicle or truck may be parked on any Lot other than in the driveway and only on a temporary basis for loading, unloading or servicing the home or grounds. No vehicle or equipment of any kind may be parked on any private street or on Dawson Road. No noisy, smoky or off-road vehicles are to be operated on or within the Community at any time.

The Board may cause the removal of any vehicle which is abandoned or parked in contravention of any of the provisions of this Declaration. The Board may cause such removal by having a tow service remove the offending vehicle. Such costs and removal will be an assessment against the Lot Owner or Occupant causing the vehicle to be so parked or abandoned. The Board and the Association will not be liable for any damages incurred in any vehicle removal. At no time shall there be any visible automotive repairs being conducted on any Lot. At no time shall there be any obstruction placed on any private streets within the Community. The speed limit for all private drives shall be ten (10) miles per hour.

has been amended and does now read:

Each residence shall have a minimum two-car garage. All Lot Owners' vehicles are to be parked in the garage. The garage is not to be used for non-residential storage or as a dwelling space. All garage doors are to be kept closed except for loading and unloading. Any boats and recreational vehicles must be stored in a building or within an approved shelter on the Owner's Lot, or stored off-site. Boats and recreational vehicles belonging to Owner's and guests of Owners may not remain on-site outside a garage for longer than seven (7) consecutive days at any one period, or fourteen (14) days in any one calendar year. No commercial vehicle or truck may be parked on any Lot other than in the driveway and only on a temporary basis for loading, unloading or servicing the home or grounds. No vehicle or equipment of any kind may be parked on any private street or on Dawson Road. No noisy, smoky or

off-road vehicles are to be operated on or within the Community at any time.

The Board may cause the removal of any vehicle which is abandoned or parked in contravention of any of the provisions of this Declaration. The Board may cause such removal by having a tow service remove the offending vehicle. Such costs and removal will be an assessment against the Lot Owner or Occupant causing the vehicle to be so parked or abandoned. The Board and the Association will not be liable for any damages incurred in any vehicle removal. At no time shall there be any visible automotive repairs being conducted on any Lot. At no time shall there be any obstruction placed on any private streets within the Community. The speed limit for all private drives shall be ten (10) miles per hour.

9. Article VII, Section 1, Subsection a. Sales office and models, which reads:

a. Sales office and models. Declarant to have the sole right to establish a sales office and model unit on one or more of the Lots or Living Units.

has been amended and does now read:

a. Sales office and models. Declarant to have the sole right to establish a sales office and model unit on one or more of the Lots or Living Units. Declarant may grant the right to construct and operate a sales office and/or model to third parties, with special approval from the Declarant.

10. Article VII, Section 3, Subparagraph a, North Private Drive and South Private Drive Access and Utility Easements, which reads:

a. North Private Drive and South Private Drive Access and Utility Easements. The North Private Drive and the South Private Drive are Common Property owned by the Association (see definition of Common Property, Article I). These common ownership areas are described in the Final Plat. Lots 6, 7, 8, 9, 10 and 14 to have access easements over North Private Drive as reasonably necessary for access to each Owner's Lot, and Lots 11, 12, 13 and 15 to have access easements over the South Private Drive as reasonably necessary for access to each Owner's Lot. The City of Brookings is to have utility easements for water line and sanitary sewer line over the North and South Private Drive property; the water line and sanitary sewer line shall be dedicated to the City, and maintained by the City. The Association shall have the responsibility for maintaining the North and South Private

Drives' common properties, and shall maintain a reserve account for that purpose (see Article XI). Notwithstanding the location of the North Private Drive and the South Private Drive as shown on the final plat, the location of the North Private Drive and the South Private Drive west of the line demarcating the commencement of the open space restricted use area will not have their final location established until the development of Phase IV (which phase includes Lots 9, 10, 11, 12, and 15). Adjustments to the final location of said drives may be necessary due to the actual location of the aforesaid Lots and to geological and other factors encountered during the development of the aforesaid Lots. The Declarant retains the right to make adjustments to the final location of the aforesaid private drives west of the demarcating line for the Open Space Restricted Use Area without obtaining the consent of any Lot Owners and without obtaining an amendment to this Declaration or the final plat under Article XV or any other procedure for amendment of the Declaration or the final plat. It is the intention of this Declaration that the final placements of the aforesaid private drives shall be subject to the discretion of the Declarant, without any limitation by the Lot Owners, the Association, or any other entity, individual or organization.

has been amended and does now read:

a. North Private Drive and South Private Drive Access and Utility Easements. The North Private Drive and the South Private Drive are Common Property owned by the Association (see definition of Common Property, Article I). These common ownership areas are described in the Final Plat. Lots 6, 7, 8, 9, 10 and 14 to have access easements over North Private Drive as reasonably necessary for access to each Owner's Lot, and Lots 11, 12, 13 and 15 to have access easements over the South Private Drive as reasonably necessary for access to each Owner's Lot. The City of Brookings is to have utility easements for water line and sanitary sewer line over the North and South Private Drive property; the water line and sanitary sewer line shall be dedicated to the City, and maintained by the City. The Association shall have the responsibility for maintaining the North and South Private Drives' common properties, and shall maintain a reserve account for that purpose (see Article XI). Notwithstanding the location of the North Private Drive and the South Private Drive as shown on the final plat, the location of the North Private Drive and the South Private Drive west of the line demarcating the commencement of the open space restricted use area will not have their final location established until the development of Phase IV (which phase includes Lots 9, 10, 11,

12, and 15). Adjustments to the final location of said drives may be necessary due to the actual location of the aforesaid Lots and to geological and other factors encountered during the development of the aforesaid Lots. The Declarant retains the right to make adjustments to the final location of the aforesaid private drives west of the demarcating line for the Open Space Restricted Use Area without obtaining the consent of any Lot Owners and without obtaining an amendment to this Declaration or the final plat under Article XV or any other procedure for amendment of the Declaration or the final plat. It is the intention of this Declaration that the final placements of the aforesaid private drives shall be subject to the discretion of the Declarant, without any limitation by the Lot Owners, the Association, or any other entity, individual or organization. The owners of proposed Lots 9, 10, 11, 12 and 15 shall not be blocked or encumbered in any way from using the North and/or South Private Drives, or the utilities that service these proposed Lots, even if these Lots are not annexed into the Development.

11. Article VII, Section 3, Subparagraph c, Open Space Restricted Use Area Easement, which reads:

c. Open Space Restricted Use Area Easement. The Open Space Restricted Use Area is identified by metes and bounds on the Final Plat. Within this area and outside any Building Envelopes located within this area, there is hereby created a Restrictive Easement restricting the activities of the Owners and others within this area. The purpose of this easement is to maintain slope stability, existing vegetation, and a permanent open space. Within the Open Space Restricted Use Area, no Owner may divide property, construct or place any buildings or any structure, remove or alter any existing vegetation, or install any new vegetation. Pedestrian and vehicular access across the area for any purpose is strictly prohibited, except for pedestrian access for and to designated ocean, beach access and pathways. The Owners of Lot Nos. 1, 4, 5, 6, 7 and 8 may construct very low impact private pathways connecting the rear of their Lots to the main trail system with prior Architectural Design Review Committee approval. Such pathways must be small and constructed in a manner similar to the main trail system. The installation, maintenance and repair of such private pathways is the sole responsibility of the individual Lot Owners and must have no negative effects upon the main trail system or other property Owners. Owners of Lot Nos. 9, 10, 11, 12 and 15 may, with Architectural Design Review Committee approval, construct private pathways to the main trail system or directly to the beach, following the previously mentioned design criteria.

This area's sole use is dedicated to the preservation of open space, view, and maintenance of slope stability. The Association has responsibility for maintenance of slope stability, maintenance of existing vegetation, repair of any slope failure (including soil placement or removal. Placement of riprap, retaining structures or drainage structures, and placement of any new vegetation or removal of any damaged or diseased vegetation). An Affirmative Easement for the benefit of the Association is created within the Open Space Restricted Use Area for these purposes. All newly installed vegetation shall be native to the southern Oregon coast, identical to or similar to existing vegetation. Notwithstanding the above, all gorse-family vegetation shall be eradicated when and where discovered, and no gorse-family vegetation shall be placed within the Open Space Restricted Use Area. The Association shall maintain an account for the purpose of maintaining slope stability, vegetation maintenance, and open space maintenance.

has been amended and does now read:

c. Open Space Restricted Use Area Easement. The Open Space Restricted Use Area is identified by metes and bounds on the Final Plat. Within this area and outside any Building Envelopes located within this area, there is hereby created a Restrictive Easement restricting the activities of the Owners and others within this area. The purpose of this easement is to maintain slope stability, existing vegetation, and a permanent open space. Within the Open Space Restricted Use Area, no Owner may divide property, construct or place any buildings or any structure, remove or alter any existing vegetation, or install any new vegetation. Pedestrian and vehicular access across the area for any purpose is strictly prohibited, except for pedestrian access for and to designated ocean, beach access and pathways. The Owners of Lot Nos. 1, 4, 5, 6, 7 and 8 may construct very low impact private pathways connecting the rear of their Lots to the main trail system with prior Architectural Design Review Committee approval. Such pathways must be small and constructed in a manner similar to the main trail system. The installation, maintenance and repair of such private pathways is the sole responsibility of the individual Lot Owners and must have no negative effects upon the main trail system or other property Owners. Owners of proposed Lots No. 9, 10, 11, 12 and 15 may, with Architectural Design Review Committee approval, construct private pathways to the main trail system or directly to the beach, following the previously mentioned design criteria. Even if proposed Lots 9, 10, 11, 12 and 15 are not annexed into the Development or subjected to this Declaration, their owners may still construct private pathways to the ocean and

the main trail system and enjoy unencumbered use and access to these features of development, and have all the rights to use of easements as is specified in this Declaration. This area's sole use is dedicated to the preservation of open space, view, and maintenance of slope stability. The Association has responsibility for maintenance of slope stability, maintenance of existing vegetation, repair of any slope failure (including soil placement or removal. Placement of riprap, retaining structures or drainage structures, and placement of any new vegetation or removal of any damaged or diseased vegetation). An Affirmative Easement for the benefit of the Association is created within the Open Space Restricted Use Area for these purposes. All newly installed vegetation shall be native to the southern Oregon coast, identical to or similar to existing vegetation. Notwithstanding the above, all gorse-family vegetation shall be eradicated when and where discovered, and no gorse-family vegetation shall be placed within the Open Space Restricted Use Area. The Association shall maintain an account for the purpose of maintaining slope stability, vegetation maintenance, and open space maintenance:

12. Article XI, Section 9, Uniform rate of Assessment; Special Area Assessments, which reads:

Any assessment for maintenance and reserves for private streets and associated private utilities serving the East Side shall be borne by Lots 14 through 34. Assessments for maintenance and reserves for replacement for the North Private Drive and associated utilities shall be borne by Lots 6 through 10 and 13. Assessments for maintenance and reserves for replacement for the South Private Drive and associated utilities shall be borne by Lots 2, 11 and 12. The costs of extending the North Private Drive, together with associated utilities, past the top of the bluff, shall be borne solely by Lots 9 and 10, and if not paid shall become a special assessment against said Lots. The cost for extending the South Private Drive, together with associated utilities, past the top of the bluff shall be shared by Lots 11 and 12, and if not so paid shall become a special assessment against said Lots. The cost of maintaining the slope easement area shall be borne by all the West Side Lots, Lots 1 through 13, as a special assessment. The costs of maintenance for and replacement reserves for the beach access pathway shall be borne equally by all Lots, Lots 1 through 34. The cost of public improvements assessed against the Association for future improvements to Dawson Road, including City utility extensions, roadway improvements, sidewalks, and the like, shall be borne by all Lots, Lots 1 through 34. (Lots 9, 10, 11 and 12 may have special assessments which are due to costs

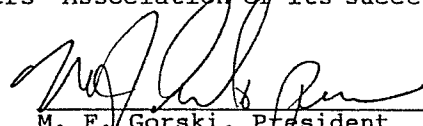
associated with the private roads and utilities not utilized by other Lot Owners.) Notwithstanding any statements to the contrary in this section, because of the special geological and physical nature of the Lots in Phase 4, for the purpose of all annual and special assessments, Lots 9 and 10 shall be treated as only one Lot, as will Lots 11, 12 and 15 also be treated as only one lot for the purpose of these assessments. All other expenses shall be borne by all Lots uniformly.

has been modified and does now read:

Any assessment for maintenance and reserves for private streets and associated private utilities serving the East Side shall be borne by the East Side Lots. Assessments for maintenance and reserves for replacement and repairs of the North and South Private Drives shall be borne by the West Side Lot Owners. Owners of proposed Lots 9, 10, 11, 12 and 15 shall be granted unencumbered access to the North and South Private Drives, utilities serving those proposed Lots, and the common area trail and pathway system without any costs or assessment charges if these proposed Lots are not annexed into the development. The costs of extending the North Private Drive, together with associated utilities, past the top of the bluff, shall be borne solely by Lots 9 and 10, and if not paid shall become a special assessment against said Lots. The cost for extending the South Private Drive, together with associated utilities, past the top of the bluff shall be shared by Lots 11 and 12, and if not so paid shall become a special assessment against said Lots. The cost of maintaining the slope easement area shall be borne by all the West Side Lots, Lots 1 through 13, as a special assessment. The costs of maintenance for and replacement reserves for the beach access pathway shall be borne equally by all Lots in the Development. The cost of public improvements assessed against the Association for future improvements to Dawson Road, including City utility extensions, roadway improvements, sidewalks, and the like, shall be borne by all Lots in the Development. (Lots 9, 10, 11 and 12 may have special assessments which are due to costs associated with the private roads and utilities not utilized by other Lot Owners if these Lots are annexed into the Development.) Notwithstanding any statements to the contrary in this section, because of the special geological and physical nature of the Lots in Phase 4, for the purpose of all annual and special assessments, Lots 9 and 10 shall be treated as only one Lot, as will Lots 11, 12 and 15 also be treated as only one lot for the purpose of these assessments. All other expenses shall be borne by all Lots uniformly. If, after the turnover meeting, proposed Lots 9, 10, 11, 12 and 15 have not been annexed into the Development, these Lot Owners

may, individually or collectively, petition the Homeowners Association for annexation into the Development, and submit their Lot(s) to the existing Conditions, Covenants and Restrictions of Records. Such petition for annexation shall not be denied by the Homeowners' Association or its successor.

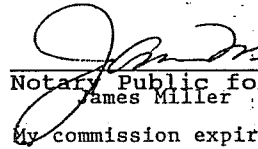
DATED:

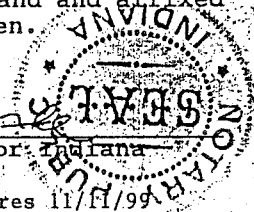

M. F. Gorski, President
Oceanside Estates Homeowners
Association, Inc.

STATE OF INDIANA)
) SS.
County of Marion)

On this 1st day of October 1996, before me, appeared M. F. Gorski, and duly sworn, did say that he is the President of Oceanside Estates Homeowners Association, Inc., the within named corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and M. F. Gorski did acknowledge said instrument to the free act and deed of said corporation.

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


Notary Public for Indiana
James Miller
My commission expires 11/11/99



1996 INSTRUMENT 96 05126

STATE OF OREGON
COUNTY OF CURRY

I RENEÉ KOLEN, COUNTY CLERK, CERTIFY
THAT THE WITHIN DOCUMENT WAS
RECEIVED AND DULY RECORDED IN THE
OFFICIAL RECORDS OF CURRY COUNTY AT

09:57 ON 10-24-96

BY: CF DEPUTY

FEE \$ 90.00

PAGES: 16



\\docs9\gors2nd2.amd

16 - Certificate of Second Amendment

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:
Oceanside Estates Homeowners Association, Inc.
9749 Hampton Cir. N. Dr.
Indianapolis, Indiana 46256

1997 INSTRUMENT 97 04767

**CERTIFICATE OF THIRD AMENDMENT OF THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS ESTABLISHING
OCEANSIDE ESTATES, A PLANNED COMMUNITY**

Re: The Oceanside Estates, a subdivision and planned unit development, located in the City of Brookings, Curry County, State of Oregon, according to plat thereof recorded on June 19, 1995, in the records of the Official Recorder of County of Curry, State of Oregon.

The undersigned, President of the Oceanside Estates Homeowners Association, Inc., the successor Declarant on the aforementioned subdivision, does hereby, by these presents and pursuant to Article XV of the Declaration of Covenants, Conditions & Restrictions Establishing Oceanside Estates, a Planned Community (hereinafter referred to as the "Declaration"), recorded in the Official Records, Curry County, State of Oregon, as Instrument No. 94-02869, on May 12, 1994, and as amended by Certificate of Amendment of the Declaration of Covenants, Conditions and Restrictions Establishing Oceanside Estates, a Planned Community, recorded in the Official Records, Curry County, State of Oregon, as Instrument No. 95-04708 on October 12, 1995, and further amended by Certificate of Amendment of the Declaration of Covenants, Conditions and Restrictions Establishing Oceanside Estates, a Planned Community, recorded in the Official Records, Curry County, State of Oregon, as Instrument No. 96-05126, on October 24, 1996, certifies that the Declaration has been further amended, in part, as more fully detailed in the pages attached hereto, and that said amendments have been approved by the votes of the Owners holding at least ninety percent (90%) of the total votes of the entire association.

Amendments

1. Article III, Section 1, Phased Development, which reads as follows:

Section 1. Phased Development

Declarant proposes a phased development, following in general concept the approved Preliminary Plat (Exhibit B) as follows:

- A Lots - Phase 1
- B Lots - Phase 2
- C Lots - Phase 3
- D Lots - Phase 4

As each phase is developed, Declarant will record a final Plat of that phase, and may record a supplemental declaration. Declarant may elect not to develop any part of the planned development. Declarant shall not be obligated to annex or add any property to any phase of the development. Development phases may change in part or in whole. Declarant reserves the right to modify, add to or delete any or all phases, in whole or in part.

has been amended and does now read:

Section 1. Phased Development

Declarant proposes a phased development, following in general concept the approved Preliminary Plat (Exhibit B) as follows:

- A Lots - Phase 1
- B Lots - Phase 2
- C Lots - Phase 3
- D Lots - Phase 4

As each phase is developed, Declarant will record a final Plat of that phase, and may record a supplemental declaration. Declarant may elect not to develop any part of the planned development. Declarant shall not be obligated to annex or add any property to any phase of the development. Development phases may change in part or in whole. Declarant reserves the right to modify, add to or delete any or all phases, in whole or in part. Owners of property identified as proposed Lots 9, 10, 11, 12 and 15 shall have the option, at their election, to annex to the Planned Community and the Association. The Owner

of any such proposed Lot will have the right to elect to annex to the Association and the Planned Community whether any such action is taken by the Members, the Declarant, or the Declarant's successors. Owners of Lots identified herein as the East Side have the right to elect to annex to the Planned Community and the Association as an entire unit, whether any such action is taken by the Members, the Declarant, or the Declarant's successors. Such election(s) shall be exercised by notifying the Declarant or its successors and the registered agent of the Homeowners' Association in writing. Any of the aforesaid Lot Owners may enforce this right to annex to the Association and the Planned Community in either the District or Circuit Court of the State of Oregon located in Curry County, Oregon.

2. Article IV, Section 1, Design Review, which reads as follows:

The Board shall appoint a Design Review Committee ("Committee") consisting of a maximum of three Members. The decision by the majority of the Committee shall be a decision of the Committee. A majority of the Committee may designate a representative Member to act for the Committee. The Board may remove and replace any Member of the Committee at any time, with or without cause.

has been amended and does now read:

The Board shall appoint a Design Review Committee ("Committee") consisting of a maximum of three Members. The decision by the majority of the Committee shall be a decision of the Committee. A majority of the Committee may designate a representative Member to act for the Committee. The appointment of the Members of the Committee shall be perpetual. The Board may not remove or replace any Member of the Committee at any time. If a Member of the Committee resigns, then the Board shall replace the position of the resigning Member within ten days of the resignation.

2. Article XV, Amendments to Declaration, which reads as follows:

ARTICLE XV - AMENDMENTS TO DECLARATION

Section 1. Amendment by Members

The Declaration may be amended only by affirmative vote of the Owners representing ninety percent (90%) or more of the total

votes of the Association. No amendment of Article XIV, Section 4, is effective without prior written approval of all institutional holders of First Mortgages. No amendment of Article VIII effective without prior written approval of the City of Brookings. No amendment shall limit or diminish any special Declarant rights without the Declarant's consent.

Section 2. Declarant's Right to Amend

Notwithstanding, the Declarant may amend the Declaration in order to comply with requirements of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission, or agency of the United States or the State of Oregon or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon, which insures, guarantees, or provides financing for a Planned Community or Lots in a Planned Community. If the need for such an amendment occurs after Turnover Meeting, such an amendment will require the affirmative vote of the Owners representing ninety percent (90%) or more of the total votes in the Association.

Section 3. Recordation of Amendments

Amendments to the Declaration shall be executed and certified by any officer of the Association designated for that purpose.

has been amended and does now read:

ARTICLE XV - AMENDMENTS TO DECLARATION

Section 1. Amendment by Members

The Declaration may be amended only by affirmative vote of the Owners representing ninety percent (90%) or more of the total votes of the Association. No amendment of Article XIV, Section 4, is effective without prior written approval of all institutional holders of First Mortgages. No amendment of Article VIII effective without prior written approval of the City of Brookings. No amendment shall limit or diminish any special Declarant rights without the Declarant's consent.

Section 2. Declarant's Right to Amend

Notwithstanding, the Declarant may amend the Declaration in order to comply with requirements of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission, or agency of the United States or the State of Oregon or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon, which insures, guarantees, or provides financing for a Planned Community or Lots in a Planned Community. If the need for such an amendment occurs after Turnover Meeting, such an amendment will require the affirmative vote of the Owners representing ninety percent (90%) or more of the total votes in the Association.

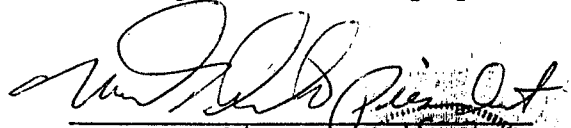
Section 3. Limitation on Right to Amend

Notwithstanding any provision herein to the contrary, no amendment to this Declaration may be made by the Members, the Declarant, or the Declarant's successors that will change or affect any right that is intended to inure to the benefit of proposed Lots 9, 10, 11, 12, 15 or any Lots on the East Side (proposed Lots 16-36), without the express written consent of the Owner of any or all of those proposed Lots. The Owners of proposed Lots 9, 10, 11, 12 and/or 15 will have the right to elect to annex to the Planned Community, subject its property to the Conditions, Covenants & Restrictions, and to become a Member of the Association, whether any such action is taken by the Members, the Declarant, or the Declarant's successors. The Owners of the Lots of the East Side may only elect to annex to the Planned Community, submit the property to the Conditions, Covenants & Restrictions and become a Member of the Association, as an entire unit. The Owners of proposed Lots 9, 10, 11, 12 and/or 15 may accomplish such annexation individually. Any of the aforesaid Lot Owners may enforce this right to annex to the Association and the Planned Community in either the District or the Circuit Court of the State of Oregon located in Curry County.

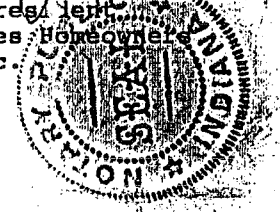
Section 4. Recordation of Amendments

Amendments to the Declaration shall be executed and certified by any officer of the Association designated for that purpose.

DATED: September 23, 1997



M. F. Gorski, President
Oceanside Estates Homeowners
Association, Inc.



STATE OF INDIANA)
) ss.
County of Marion)

On this 23 day of September 1997, before me, appeared M. F. Gorski, and duly sworn, did say that he is the President of Oceanside Estates Homeowners Association, Inc., the within named corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and M. F. Gorski did acknowledge said instrument to the free act and deed of said corporation.

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

MICHAEL J. QUINN, Notary Public
County Of Residence: Marion
My Commission Expires: Sept, 24, 1999


Notary Public for Indiana



1997 INSTRUMENT 97 04767

STATE OF OREGON
COUNTY OF CURRY

I RENEÉ KOLEN, COUNTY CLERK, CERTIFY
THAT THE WITHIN DOCUMENT WAS
RECEIVED AND DULY RECORDED IN THE
OFFICIAL RECORDS OF CURRY COUNTY AT

12:51 ON 10-10-97

6 - Certificate of Third Amendment

BY: CF DEPUTY

FEE \$ 40.00

PAGES: 6



h:\corp9\gors3rd.amd

Return to:

Oceanside Estates
Homeowners' Assoc.
96411 Oceanside E. Dr
Brookings, OR 97415

CURRY COUNTY, OREGON 2010-1177
LAND
Cnt=1 Pgs=2 RECC 03/17/2010 01:37 PM
\$10.00 \$11.00 \$15.00 \$10.00 \$46.00



I Renee' Kolen, County Clerk, certify that the within document was received and duly recorded in the official records of Curry County.



Renee' Kolen - Curry County Clerk

Amendments to the CC&Rs

Oceanside of Estates

Henceforth Article 4 Section C is amended to read as follows:

see original 94 02869

No fence shall be erected without prior approval of the Design Review Committee. (Herein referred to as the DRC)

No fence is allowed other than in sideyards and in backyards. Lots 1 through 14 will be allowed to have "exterior" fences up to six feet in height subject to approval of the DRC. (Exterior fences are defined as those conforming fences located along the outside perimeter line of Oceanside Estates. Any questions regarding a fence's designation as exterior or interior shall be decided by the DRC.) Fences may be erected at any point between and including the individual's property lot line and the line constituting each respective lot's building envelope subject to the following restrictions:

- 1) **No fence shall adversely affect existing ocean views or the views of other property owners. The DRC is charged with the responsibility to make these determinations.**
- 2) **No "interior" fence may exceed five (5) feet in height.**
- 3) **No fence shall project forward or beyond the front edge of the neighbor's home.**
- 3) **All fences shall be "good neighbor" in construction. Good Neighbor is defined as cedar fences that present the same appearance on both sides.**

Fences shall be well maintained by the lot owner that installed them or said lot owner's successors in interest. The lot owner installing the fence will be responsible for insuring that fences are properly located within or along the designated areas. The lot owner will bear all the costs associated with removing any fence that does not conform to these requirements. Lot owners agree to allow the board or its designees access to their property, with reasonable notice, to assess drainage, easement, or other repair issues.

Karen Mc Mahon
signature President of HOA

Alan Kennedy
signature Secretary HOA

Henceforth Article 5 Section 5 is amended to read as follows:

Each residence shall have a minimum two-car garage. The garage is not to be used for non-residential storage or as a dwelling space. All garage doors are to be kept closed except for loading and unloading. Personal vehicles can be parked in garages and on driveways so long as they do not appear to be "junkers" and are operable. The Board retains the right to determine what constitutes a "junker" and to require repair/removal of such items at the lot owner's expense. Recreational vehicles (RVs), vehicles larger than conventional pick-up trucks, and boats can not be stored on roads and cannot be stored on driveways or lots for longer than two weeks per year. (This provision is intended to allow a lot owner's company to visit.) No commercial vehicle may be parked on any lot other than in the driveway and then only for loading, unloading, or servicing the home or grounds. No vehicle or equipment of any kind may be parked on any private street or on Dawson road except for short periods of time (for example guests at birthday party). No noisy, smoky, or off road vehicles are to be operated within the community at any time.

Karen McMahon
signature, President of HOA

Alan Neerberg
signature, Secretary of HOA

STATE OF OREGON,
County of Curry } ss.

FORM No. 23—ACKNOWLEDGMENT.
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BE IT REMEMBERED, That on this 17th day of March, 2010,
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named Karen McMahon & Alan Neerberg

known to me to be the identical individual..... described in and who executed the within instrument and
acknowledged to me thatexecuted the same freely and voluntarily.

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

Desiree Barco Wettengel
Notary Public for Oregon
My commission expires 12-4-2013

