

RECORDATION  
 COUNTY OF LINCOLN  
 I, the undersigned, being a duly qualified and authorized officer of the County of Lincoln, Oregon, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office on the 19th day of June, 1963.

6/19/63  
 June 19, 1963  
 Clerk Robert Wells  
 County of Lincoln, Oregon  
 By Commission Expires Oct. 19, 1963

RECORDATION  
 COUNTY OF LINCOLN  
 I, the undersigned, being a duly qualified and authorized officer of the County of Lincoln, Oregon, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office on the 19th day of June, 1963.

6/26/63  
 June 26, 1963  
 Clerk Robert Wells  
 County of Lincoln, Oregon  
 By Commission Expires Oct. 19, 1963

6/26/63  
 June 26, 1963  
 Clerk Robert Wells  
 County of Lincoln, Oregon  
 By Commission Expires Oct. 19, 1963

RECORDATION  
 COUNTY OF LINCOLN  
 I, the undersigned, being a duly qualified and authorized officer of the County of Lincoln, Oregon, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office on the 15th day of June, 1964.

6/15/64  
 June 15, 1964  
 Clerk Robert Wells  
 County of Lincoln, Oregon  
 By Commission Expires Oct. 19, 1963

RECORDATION  
 COUNTY OF LINCOLN  
 I, the undersigned, being a duly qualified and authorized officer of the County of Lincoln, Oregon, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office on the 15th day of June, 1964.

6/15/64  
 June 15, 1964  
 Clerk Robert Wells  
 County of Lincoln, Oregon  
 By Commission Expires Oct. 19, 1963



**BAYS SHORE**  
 DIVISION NO. 1  
 LINCOLN COUNTY OREGON  
 LOTS 283, SEC. 18, TWP 13 S, R. 11 W, W.M.  
 LOTS 283, SEC. 13, TWP 13 S, R. 12 W, W.M.

GRAPHIC SCALE IN FEET  
 0 10 20 30 40 50  
 0 10 20 30 40 50  
 J. CONVERSE SAN SET

**FILED**  
 JUN 26 1963  
 Albert M. Bayant  
 By P. O. Gillingham

I hereby certify that the bases on this plat have been read with and including the original in the County of Lincoln, Oregon  
 Clerk Robert Wells  
 Sheriff of Lincoln Co

U.S. HIGHWAY 101

Bayshore

BOOK 235 PAGE 541 DR .

DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that E. H. HILL and LOUISE HILL, husband and wife, FRANK H. HILTON and EMOGENE A. HILTON, husband and wife, and KENNETH M. RENZ, a single man, and BAYSHORE, a co-partnership of A. J. McMILLAN, MOKSHA W. SMITH, A. J. HUTTON, JR., LAWRENCE C. ANGELL, J. D. HONE and JAMES J. MAGNUS, who are hereinafter collectively referred to as "declarants", do hereby declare as follows:

WHEREAS declarants are the fee owners or contract purchasers, respectively, of certain real property located in Lincoln County, State of Oregon, all lots and tracts within the plat of Bayshore Division No. 1, according to the plat thereof on record in the office of the County Clerk of Lincoln County, Oregon, hereinafter referred to as "said property", and

WHEREAS declarants desire to subject said property to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property as covenants running with the land, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any future owners thereof, this Declaration of Covenants and Restrictions being for the purpose of keeping said property desirable, uniform and suitable in architectural design and use as hereinafter specified; and

WHEREAS the power to enforce said restrictions, covenants, conditions, reservations, easements, liens and charges is to reside in Bayshore Beach Club, Inc., its successors and assigns, a non-profit corporation to be organized under the laws of the State of Oregon; now, therefore,

DECLARANTS HEREBY DECLARE that the above described property is and shall be held and conveyed upon and subject to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth. No property other than that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto. Declarants, or their successors or assigns, may from time to time subject additional real property owned by them, contiguous to any of the said property above described, to the restrictions set forth by appropriate reference thereto. This Declaration is intended to replace any and all covenants and conditions to which the said property has heretofore been subjected, and to that end all covenants and conditions heretofore made affecting the said property are hereby declared null and void.

ARTICLE I.

General Purpose of Conditions

The said property is being subjected by this Declaration to

the restrictions, covenants, conditions, reservations, easements, liens and charges hereby declared to insure the best use and the most appropriate development of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from streets; and adequate free spaces between structures; and in general to provide for a high type and quality of improvement of said property, and thereby to enhance the values of investments made by purchasers of lots thereon.

## ARTICLE II.

### Covenants and Restrictions

1. Land Use. All lots, tracts and parcels of the said property shall be used only as herein set forth and zoned, and such designated usage can be changed only by the approval of Bayshore Beach Club, Inc. through its Architectural, Planning and Zoning Committee, hereinafter called the "Planning Committee", as provided in the Articles of Incorporation and By-Laws of said corporation. All lots and blocks of the plat of Bayshore Division No. 1 shall be used only for single family residence, except for such lots, tracts or parcels as are specifically designated upon the said plat for park or recreational purposes, and except that nothing contained in this Declaration shall be construed to prevent any of Declarants, or their successors or assigns, from erecting and maintaining, or authorizing the erection and maintenance of structures and signs for the development and sale of said property while the same or any part thereof is owned by any of declarants, their successors or assigns.

2. Architectural Control. No permanent structure or building shall be placed or erected upon any lot or tract or parcel of the said property which does not conform to Lincoln County building regulations and the requirements of the Planning Committee. No building shall be erected, placed or altered upon any lot, tract or parcel of the said property until the construction plans and specifications have been submitted to and approved in writing by the said Committee prior to the commencement of any construction. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until exteriors of such buildings and structures are completed and painted or otherwise suitably finished and within six months of commencement. All buildings and structures shall be

new construction and no imitations of any material shall be used for exterior finish, which shall be of wood, stone, brick, glass, steel, concrete, or a like material.

3. Building Size Limitations. No dwelling shall be permitted on any lot wherein the ground floor area of the structure shall be less than 850 square feet. No dwelling shall exceed a maximum height of fifteen feet from the original grade without written approval from the Planning Committee.

4. Trees, Shrubbery and Planting. No trees, hedges, shrubbery or plantings of any kind whatsoever in excess of six feet in height shall be placed, planted or maintained on any of the said property, nor shall any such tree, hedge, shrub or planting be allowed to grow in excess of such height, without written permission of the Planning Committee: Provided, that nothing in this covenant shall be deemed to apply to the original natural trees, shrubbery and growth in their original location upon the said property.

5. Setbacks. No building shall be located on any lot nearer than 20 feet to the front lot line, nor nearer than 5 feet to any side street line or interior property line, except that a garage may be located within one foot of any rear or side property line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; Provided, however, that this shall not be construed to permit any portion of any structure or building upon one lot to encroach upon or over another lot not held in the same ownership.

6. Minimum Lot Size. No dwelling shall be erected or placed on any lot having an area of less than 5,000 square feet.

7. Cuts and Fills and Utility, Sewerage and Drainage Easements. The right is reserved to construct and maintain public utilities on the streets and roads of the plat either above or below ground and to make all necessary slopes for cuts or fills upon the lots shown on the plat in the original grading of said streets or roads, together with the right to drain the streets or roads over or across any lot or lots where water may take a natural course; and declarants further reserve perpetual easements under, over and across the rear five feet of each lot for the purpose of placing, laying, erecting, constructing, maintaining and operating, or of authorizing the placement, laying, erection, construction, maintenance and operation of utilities and sewerage and drainage systems. No change in the natural drainage shall be made by any lot owner without prior approval from the Planning Committee.

8. Nuisances. No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. Habitation of Temporary Structures. No structure of a

temporary character, basement, tent, shack, garage, or any other outbuilding shall be used on any lot at any time as a permanent or seasonal residence or dwelling, except under a temporary written permit which may be granted, upon specific time limitations of such use, in the discretion of the Planning Committee.

10. Boat and Trailer Storage. No boat, boat trailer, travel trailer, camp trailer, house trailer, or any similar property shall be stored on any of said property without prior written approval of the Planning Committee.

11. Laundry. All drying of wash must be done in an area provided for the purpose by the Planning Committee, except that a folding drying rack not more than four feet in height may be placed at the rear of any lot, and shall be stored when not in use.

12. Radio and Television Antennae. No television or radio antennae or towers may be erected or maintained anywhere upon said property without prior written consent of the Planning Committee.

13. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said property, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

14. Refuse. No lot shall be used or maintained as a dumping ground for rubbish, refuse or garbage. Garbage or other waste shall not be kept excepting in sanitary containers. All incinerators or other equipment for the disposal or storage of such matter shall be kept in a clean and sanitary condition, and all incinerators shall be approved before installation or use by the Planning Committee.

15. Sewerage Systems. No individual sewage disposal system shall be permitted on any lot or upon any of the said property unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Lincoln County Public Health Authorities. Approval of such system as installed shall be obtained from such Authorities and the Planning Committee. All septic tank drainfields shall have a minimum capacity of 750 gallons. Pipe shall be placed in trenches having a minimum width of 24 inches.

16. Oil Drilling. Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying, shall not be permitted upon, in or under any of the lots, nor shall oil wells, exposed oil or gas tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the lots. Notwithstanding the restrictions set forth in the preceding sentence, declarants may carry on such restricted activities, in their discretion.

17. Sale or Lease. None of the said property shall be occupied, leased, rented, conveyed or otherwise alienated, nor

shall the title or possession thereof pass to another without the written consent of the Membership Committee of Bayshore Beach Club, Inc., except that the said Membership Committee cannot withhold such consent if the majority of the owners of the ten lots of the said property most immediately adjacent to the lot in question file with the said Committee their written consent to the change in possession or ownership desired; and except that one taking by devise or inheritance shall need no such consent, but shall take subject to the restrictions of this Declaration; and except that said property may be mortgaged or subjected to judicial sale, provided that no purchaser at any judicial sale shall have the right to occupy, lease, rent, or convey or otherwise alienate said property, or any lot thereof, without the consent of the said Membership Committee unless the need therefor be obviated by consent of adjacent owners as hereinbefore provided. Notwithstanding the consent requirements hereinbefore set forth, no owner of any lot of the said property, except declarants, shall sell said lot to one not a lot owner within the said property without first giving written notice to the said Membership Committee at least 90 days in advance of any such contemplated sale which notice shall constitute an offer of first refusal to Bayshore Beach Club, Inc., and declarants so long as they own any of the said property, to purchase the said lot upon the same terms and at the same price being offered to any outsider. If the offer made by said notice is not accepted in writing within thirty days from the receipt thereof the sale may be concluded to any outsider at the same price and terms subject to the consent provisions hereinbefore stated.

ARTICLE III.

Bayshore Beach Club, Inc.

1. Membership. The owner of each lot of the said property shall be a member of Bayshore Beach Club, Inc. Each member shall be entitled to one vote for each lot owned by or held under contract of sale to him, but no more than one vote per lot shall be cast regardless of the number of owners thereof.

2. Dues and Assessments. For the purpose of financing the activities of the Club, it is hereby declared that all the lots within the said property may be annually assessed or charged at an initial rate not to exceed four mills per square foot based upon the minimum sized lot of 5,000 square feet, which ordinary annual assessment may be referred to as 'annual dues', and computed upon the aforesaid basis will amount to \$20 per lot initially. The annual millage rate may be increased in any one year in an amount not to exceed two mills over the rate in effect for the year immediately preceding. The annual assessment (or dues) and the rate thereof shall be imposed only by the affirmative vote of a majority of the Board of Directors of the Club, for each year after the initial year ending June 30th, 1964, for which initial year the said assessment rate has been fixed hereby, and in the By-Laws of

the Club. Such annual assessment, or dues, and the rate thereof, shall be fixed by the Board of Directors at its meeting held in conjunction with the annual meeting of the members of the Club to be held each year in May, and shall be due and payable on or before the 30th day of June succeeding, and if not then paid shall thereafter be delinquent and bear interest at the rate of 6% per annum. Upon becoming delinquent such assessment or dues shall constitute a lien upon the property against which the same was levied, and the Club may file within 120 days after said delinquency a statement of charges or assessments due in the office of the County Clerk of Lincoln County. A release of said lien shall be filed by the Club upon payment in full of said dues or assessment. Said lien may be enforced by the Club as may any lien on real property under the law; and if said lien is foreclosed, the lot owner shall be liable for the costs and disbursements, including reasonable attorneys fees, of the Club therein, all of which costs, disbursements and fees shall be secured by such lien. The purchasers of lots within the said property, by the acceptance of deeds therefor, whether from declarants or subsequent owners of any of said property, or by the signing of contracts to purchase the same, shall become personally obligated to pay such dues or assessments, including interest, upon the lot or lots purchased or agreed to be purchased by them and shall be subject to the enforcement provisions outlined above.

3. Unkempt Lots. The Club shall have the right at all times to enter upon any lot of said property that is vacant or then unoccupied and after reasonable notice to the owner thereof do whatever is reasonably necessary to return and maintain the appearance thereof to a condition consistent with that of the other lots within the said property at the expense of the Club.

#### ARTICLE IV.

##### Definitions

Wherever used in this Declaration, the following terms shall have meaning given them in this Article IV.

1. "Said Property" shall mean all the land encompassed within the plat of Bayshore Division No. 1, Lincoln County, Oregon.

2. "Declarants" shall mean those declarants signatory to this Declaration and their heirs, assigns, and successors in interest so that it shall be clearly understood that such rights, privileges, and options as are herein reserved to or established for the declarants are subject to assignment and transfer by them to the extent of their individual interests therein, and are in no way to be deemed personal to them alone or terminable by their demise or by such transfer or assignment.

3. "Club" shall mean Bayshore Beach Club, Inc., an Oregon Non-Profit Corporation.

ARTICLE V.

General Provisions

1. Term. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of 25 years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of all lots within the said property has been recorded, agreeing to extinguish or change said covenants and restrictions in whole or in part.

2. Inspection. Authorized representatives of the Club are hereby authorized to inspect any or all of said property at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions. Any inspection requiring entry into a structure shall be made only during daylight hours and upon 24 hours' notice to the owner or occupant thereof.

3. Enforcement. The Club is hereby charged with the authority and obligation for the enforcement of the terms of this Declaration. Enforcement may be by proceedings in equity or at law against any person or persons violating or attempting or threatening to violate any of the covenants or restrictions hereof, either to restrain such violation or to recover damages. In the event that the Club fails to take appropriate action for the enforcement of the covenants and restrictions hereof within a reasonable time after a violation or threatened or attempted violation is brought to its attention in writing, any person or persons then owning lots within the said property may take such steps in law or in equity as may be necessary for such enforcement. Any damages recovered in such enforcement proceedings shall inure to the benefit of the person or persons damaged by the violation involved. The party prevailing in any such enforcement proceeding whether in law or in equity shall have from his opponent such attorneys' fees as the court may deem reasonable.

4. Severability. Invalidation of any one of these covenants and restrictions or any part thereof by judgment or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

5. Transfer of Rights. All the declarants herein shall have the right to transfer at any time or from time to time all or any of the rights, privileges and options of declarants to the Club. Such transfer or transfers must be in writing, and may be made conditional or revocable by their terms.

6. Amendment of Declaration. This Declaration may be amended at any time by the affirmative vote of a two-thirds majority of the voting power of the Club at any annual meeting or at any special



meeting specifically called for that purpose.

7. Insertion in Deeds. The declarants, their heirs, assigns and successors in interest hereby agree to inform any prospective purchaser or lessee of any of the said property of the existence of this Declaration and the covenants and restrictions herein contained; and further agree that in every deed or lease of said property or any portion thereof a clause reasonably identical to the following shall be inserted: "This real property is subject to the terms and conditions of a Declaration of Covenants and Restrictions dated June \_\_\_\_\_, 1963 and recorded upon the records of deeds of Lincoln County, Oregon".

IN WITNESS WHEREOF Declarants have hereunto set their hands and seals this 21 day of June, 1963.

E. H. Hill  
E. H. Hill

Louise Hill  
Louise Hill

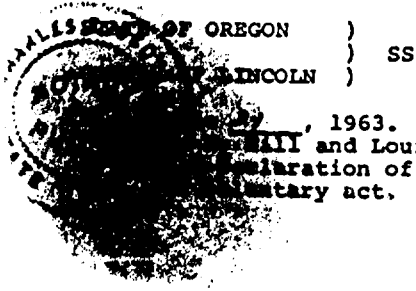
Frank H. Hilton  
Frank H. Hilton

Emogene A. Hilton  
Emogene A. Hilton

Kenneth M. Renz  
Kenneth M. Renz

BAYSHORE, a Co-Partnership  
By J. J. McMillan  
J. J. McMillan  
Partner and Attorney-in-Fact

ACKNOWLEDGMENT



June 21, 1963. Before me personally appeared the above named E. H. Hill and Louise Hill, his wife, and acknowledged the Declaration of Covenants and Restrictions to be their voluntary act.

Charles E. Scott  
Notary Public in and for  
the State of Oregon  
My Commission expires 4-15-64

ACKNOWLEDGMENT

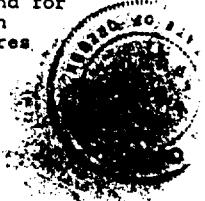
STATE OF OREGON )  
COUNTY OF LINCOLN ) SS

June \_\_\_\_\_, 1963. Before me personally appeared the above named Frank H. Hilton and Emogene A. Hilton, his wife, and acknow-

BOOK 235 PAGE 549

ledged the foregoing Declaration of Covenants and Restrictions to be their free and voluntary act.

*James P. Rankin*  
Notary Public in and for  
the State of Oregon  
My Commission expires  
Dec. 25, 1963



ACKNOWLEDGMENT

STATE OF OREGON )  
COUNTY OF LINCOLN ) SS



On this 22, 1963. Before me personally appeared Kenneth M. [redacted], and acknowledged the foregoing Declaration of Covenants and Restrictions to be his free and voluntary act.

*Charles E. Scott*  
Notary Public in and  
for the State of Oregon  
My Commission expires 4-15-64

ACKNOWLEDGMENT

STATE OF OREGON )  
COUNTY OF LINCOLN ) SS

On this 19th day of June, 1963, before me personally appeared A. J. McMillan, who, being duly sworn, did say that he is the Attorney-in-Fact for Moksha W. Smith, A. J. Hutton, Jr., Lawrence C. Angell, J. D. Hone, and James J. Magnus, and the only other partner with them in Bayshore, and that he executed the foregoing Declaration of Covenants and Restrictions by authority of and in behalf of said principals and as their partner and for himself individually; and he acknowledged the said instrument to be the free and voluntary act and deed of said principals, the partnership of Bayshore, and himself individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 19th day of June, 1963.



*Paul Robert Welton*  
Notary Public in and for the  
State of Oregon  
My Commission expires Oct 19, 1963

1586220  
✓  
RECORDED

STATE OF OREGON )  
COUNTY OF LINCOLN )  
I, Charles E. Scott,  
Notary Public in and for  
the State of Oregon, do hereby  
certify that the foregoing  
instrument was recorded on  
this 21st day of June,  
1963, at 11:00 AM.  
My commission expires  
on 4-15-64.  
Witness my hand and  
the seal of my office  
at Portland, Oregon,  
this 21st day of June,  
1963.  
*Charles E. Scott*  
Notary Public

Bayshore  
OK P. Welton  
1586220

DR

236 626 AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS on June 21, 1963, E. H. HILL and LOUISE HILL, husband and wife, FRANK H. HILTON and EMOGENE A. HILTON, husband and wife, KENNETH M. RENZ, a single man, BAYSHORE, a co-partnership of A. J. McMILLAN, MOKSHA W. SMITH, A. J. HUTTON JR., LAWRENCE C. ANGELL, J. D. HONE and JAMES J. MAGNUS, made and entered into a certain Declaration of Covenants and Restrictions respecting the following described real property situated in Lincoln County, Oregon, to-wit:

All lots and tracts within the plat of Bayshore Division No. 1 according to the plat thereof on record in the office of the County Clerk of Lincoln County, Oregon; and

WHEREAS said Declaration of Covenants and Restrictions was recorded June 26, 1963, in Book 235, beginning at page 541, Deed Records of Lincoln County, Oregon; and

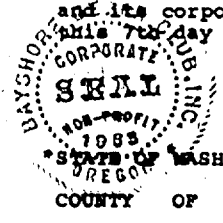
WHEREAS said Declaration of Covenants and Restrictions provides that the same may be amended at any time by the affirmative vote of a two-thirds majority of the voting power of Bayshore Beach Club, Inc., an Oregon non-profit corporation, at any annual meeting or at any special meeting specifically called for that purpose; and

WHEREAS on August 7, 1963, at a duly and regularly called and held special meeting of the members of Bayshore Beach Club, Inc. specifically called for the purpose of amending said Declaration of Covenants and Restrictions, at which a quorum was present and voting, more than a two-thirds majority of the voting power of said corporation affirmatively voted to amend the said Declaration of Covenants and Restrictions as hereinafter set forth;

NOW, THEREFORE, IT IS HEREBY DECLARED: That the Declaration of Covenants and Restrictions dated June 21, 1963 and recorded June 26, 1963, in Book 235, beginning at Page 541, Deed Records of Lincoln County, Oregon, is amended by adding to and at the end of Section 17 of Article II thereof the following:

"The consent, notice and first refusal requirements hereinabove set forth shall not apply to any judicial sale pursuant to a mortgage, to the conveyance of any part of said property to the holder of a mortgage thereon in lieu of foreclosure, or to a sale by such holder to any third person following such a conveyance in lieu of foreclosure, provided that the purchaser at any such sale shall thereafter be bound by the said requirements."

IN WITNESS WHEREOF Bayshore Beach Club, Inc. has caused this amendment to the Declaration of Covenants and Restrictions to be signed and its corporate seal affixed hereunto by its duly authorized officers this 7th day of August, 1963.



BAYSHORE BEACH CLUB, INC.

By Lawrence C. Angell  
Lawrence C. Angell, President

By A. J. Hutton Jr.  
A. J. Hutton Jr., Secretary

August 7th, 1963.

Personally appeared Lawrence C. Angell and A. J. Hutton Jr. each of whom being sworn stated that he, the said Lawrence C. Angell, is the President, and he, the said A. J. Hutton Jr., is the Secretary, of the within named Corporation and that the seal affixed hereto is its seal and that this instrument was voluntarily signed and sealed on behalf of the Corporation by authority of its Board of Directors.

Before Me:

James O. Peterson  
Notary Public in and for the State  
Of Washington, residing at Seattle  
My Commission expires July 1, 1967



RECORDED 9/1/63

887281

Abstracting

Filed to [unclear]

Bayshore Beach Club, Inc.

Washington, Oregon

STATE OF OREGON

CLERK OF LINCOLN COUNTY

RECORDED

SEP 1 1963

1963

After recording return to:  
John W. Loughary  
3255 Olive  
Eugene, Oregon 97405

BOOK 41 PAGE 1977  
WARRANTY FULFILLMENT DEED

NORTH AMERICAN ACCEPTANCE CORPORATION, a Georgia corporation, hereinafter called grantor, conveys to:

John W. Loughary and Josephine C. Loughary, husband & wife

hereinafter called grantee, all that real property situated in Lincoln County, Oregon, described as:

LOT one (1) and two (2) BLOCK seven (7)  
BAYSHORE DIVISION NO. one (1)

subject to all reservations, easements, exceptions, covenants and restrictions of record.

And the grantor covenants that the above described property is free of all encumbrances created or suffered by grantor, except as shown above, and that grantor will warrant and defend the same against all persons who may lawfully claim by, through or under grantor.

This deed is given in fulfillment of that certain contract of sale dated 9-7-64 19\_\_\_\_, between BAYSHORE, a partnership, as seller, and subsequently conveyed to NORTH AMERICAN ACCEPTANCE CORPORATION, a Georgia corporation, and

John W. Loughary and Josephine C. Loughary, husband & wife

The true and actual consideration paid for this transfer, stated in terms of dollars is \$ 12,790.00.

Grantee covenants and agrees that he has become and shall remain so long as he owns the property herein and hereby conveyed, subject to its Articles of Incorporation and By-Laws, a member of BAYSHORE BEACH CLUB, INC., an Oregon non-profit non-stock corporation organized for the control, maintenance and improvement of the community facilities in the plats of Bayshore and to perform such other functions for the benefit of all its members as it may have under any laws, covenants and other restrictions applicable to the property within such plats; and that the said Corporation shall have for the payment of dues, charges and assessments made pursuant to its Articles of Incorporation and By-Laws for corporate purposes a lien upon the property herein and hereby conveyed, enforceable if such dues, charges or assessments shall remain unpaid four months after the date thereof by foreclosure proceedings for such amount together with reasonable attorney's fees as in the case of mortgages; and this covenant shall run with the land and bind the grantee, his heirs, successors and assigns.

DATED this 25 day of April 19 73

NORTH AMERICAN ACCEPTANCE CORPORATION,  
A Georgia corporation

BY: [Signature]  
D. L. Troughton, Vice President

BY: [Signature]  
J. W. Harris, Asst. Secretary

STATE OF GEORGIA )  
 ) ss.  
COUNTY OF FULTON )

On this day of April 25, 1973, before me, the undersigned, a Notary Public in and for the State of Georgia, duly commissioned and sworn, personally appeared:

D. L. Troughton and J. W. Harris  
to me known to be the Vice President and Asst. Secretary respectively, of North American Acceptance Corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed in the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

[Signature]  
Notary Public in and for the state of Georgia, residing at Powder Springs

059004  
MICROFILM

STATE OF OREGON  
COUNTY OF LINCOLN

I hereby certify  
that the within instrument  
was recorded for record in  
the office of the Register  
of Deeds of Lincoln County, Oregon  
this 21st day of August, 1922.  
My commission expires the 21st day  
of August, 1922.

Record of  
said County  
of Lincoln, Oregon  
this 21st day of August,  
1922.  
J. M. [Signature]  
County Register

*Q. M. [Signature]*

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS said Declaration of Covenants and Restrictions was recorded June 26, 1963, in Book 235 beginning at page 541, Deed Records of Lincoln County, Oregon, and

WHEREAS said Declaration of Covenants and Restrictions provided that the same may be amended at any time by the affirmative vote of a two-thirds majority of the voting power of Bayshore Beach Club, Inc., an Oregon non-profit corporation, at any annual meeting or at any special meeting specifically called for that purpose, and

WHEREAS on December 8, 1979, at a duly and regularly called and held special meeting of the members of Bayshore Beach Club, Inc., specifically called for the purpose of amending said Declaration of Covenants and Restrictions as hereinafter set forth, the same were duly and properly amended in accordance with law,

NOW, THEREFORE, IT IS HEREBY DECLARED: That the Declaration of Covenants and Restrictions dated June 21, 1963 and recorded June 26, 1963, in Book 235, beginning at Page 541, Deed Records of Lincoln County, Oregon, is amended by the following:

Article II, Subsection 1

Land Use. All lots, tracts and parcels of the said property shall be used only as herein set forth and zoned, and such designated usage can be changed only by the approval of Bayshore Beach Club, Inc., through its Architectural, Planning and Zoning Committee hereinafter called the "Planning Committee", as provided in the Articles of Incorporation and Bylaws of said corporation. All lots and blocks of the plat of Bayshore Division No. 1 shall be used only for single family residences, except for such lots, tracts or parcels as are specifically designated upon the said plat for park or recreational purposes.

Article II, Subsection 2

Architectural Control. No permanent structure or building shall be placed or erected upon any lot or tract or parcel of the said property which does not conform to Lincoln County building regulations and the requirements of the Planning Committee. No building shall be erected, placed or altered upon any lot, tract or parcel of the said property until the construction plans and specifications have been submitted to and approved in writing by the said Planning Committee prior to the commencement of any construction. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until exteriors of such buildings and structures are completed and painted or otherwise of commencement. All buildings and structures shall be new construction and no imitations of any material shall be used for exterior finish, which shall be of wood, stone, brick, glass, steel, concrete or a like material, except as otherwise expressly authorized by the Planning Committee. The Planning Committee may, in addition to such other regulations and requirements, impose regulations and requirements requiring an attractive and aesthetically pleasing design for any building to be erected and requiring the placement thereof upon the subject property in such a manner as to minimize the impact thereof upon the environment and upon other lands within the subdivision, and particularly adjacent property.

Article II, Subsection 3

Building Size Limitations. No dwelling unit shall be permitted on any lot wherein the total usable living area of the structure shall be less than 850 square feet. The term "primary living area" shall exclude attics, basements, garages and similar areas not generally construed as part of the primary living area. No dwelling shall exceed a maximum height of 15 feet from the original grade without written approval from the Planning Committee.

Article II, Subsection 5

Setbacks. No building shall be located on any lot nearer than 20 feet to the front lot line, nor nearer than 5 feet to any side street line or interior property line, without written approval of the Planning Committee. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to prevent any portion of any structure or building upon one lot to encroach upon or over another lot not held in the same ownership.

Article II, Subsection 6

Minimum Lot Size. No dwelling shall be erected or placed on any lot having an area of less than 5,000 square feet, without express written approval from the Planning Committee.

Article II, Subsection 7

Cuts and Fills and Utility, Sewerage and Drainage Easements. The right is reserved to construct and maintain public utilities on the streets and roads of the plat either above or below ground and to make all necessary slopes for cuts or fills upon the lots shown on the plat in the original grading of said streets or roads, together with the right to drain the streets or roads over or across any lot or lots where water may take a natural course and a perpetual easement is additionally reserved under, over and across the rear five (5) feet of each lot for the purpose of placing, laying, erecting, constructing, maintaining and operating or of authorizing the placement, laying, erection, construction, maintenance and operation of utilities and sewerage and drainage systems. All such easements so reserved may be utilized for public purposes as authorized by the Planning Committee, with the approval of the Board of Directors of the Bayshore Beach Club, Inc. No change in the natural drainage shall be made by any lot owner without prior approval from the Planning Committee.

Article II, Subsection 17

Sale or Lease. Delete in its entirety.

Article II, Subsection 18

Ground Cover. No person shall strip, remove or destroy any ground cover, grass or any other vegetation, whether natural or otherwise, from or upon any lot or property lying within the Division. However, with the consent of the Planning Committee, the same may be removed or destroyed as necessary in the construction of a dwelling and its

appurtenances and for landscaping purposes and subject to the requirement that the owner shall, upon completion of construction, replace such ground cover or provide such landscaping, or both, as shall be approved by the Planning Committee and shall provide a level of soil stability at least equal to that of the lot in its condition prior to such construction and landscaping.

Article III, Subsection 2

Dues and Assessments. The rate of interest on delinquent assessments shall be at ten percent (10%) per annum rather than six percent (6%) per annum. In all other respects, said Subsection 2 of Article III would remain unchanged.

Article III, Subsection 3

Unkept Lots. The Bayshore Beach Club, Inc., shall have the right at all times to enter upon any lot and after reasonable notice to the owner thereof to do whatever is reasonably necessary to return and maintain the appearance thereof to a condition that is clean, neat and otherwise consistent with the high standards expected of all lots within the subdivision and, in addition, to control erosion or any other form of soil stability by grading, planting or any other accepted practice therefor. The following may be carried out at the expense of the Bayshore Beach Club, Inc., but said Bayshore Beach Club, Inc., shall have a lien upon the property, and the owner thereof shall be personally obligated to provide reimbursement to the Club for all expenses so incurred. Such lien may be enforced in the same manner as provided for in Subsection 2, Article III relating to collection of dues and assessments. Nothing herein contained shall be construed to excuse the owner from any requirement of or under any other provision of this Declaration of Covenants and Restrictions.

Article V, Subsection 2

Inspection. Delete in entirety.

IN WITNESS WHEREOF, the undersigned, being respectively the president and secretary of the Bayshore Beach Club, Inc. have executed this amendment to Declaration of Covenants and Restrictions on this 4th day of February, 1980.

Wayne Decker  
President

James L. Rath  
Secretary



STATE OF OREGON        )  
                          ) ss.  
County of Lincoln     )

On this 4th day of February, 1980, personally appeared before me the above named WAYNE PARKS and EUNICE L. ROTH, being respectively the president and secretary of the Bayshore Beach Club, Inc., and each having been duly sworn, each did swear and say that the foregoing amendment to declaration of covenants and restrictions was approved by the affirmative vote of a two-thirds majority of the voting power of the Club at a special meeting specifically called for the purpose of approving the same, due and proper notice having been given to each person entitled to vote thereon of the time, date, place and purpose of said meeting, and the nature of the amendments thereat to be considered. The said president and secretary thereupon did, each for himself and not one for the other, acknowledge the foregoing to be his voluntary act and deed.

Marcia Jean Edmiston  
Notary Public for Oregon  
My Commission Expires: Feb 14, 1982

After Recording,    '  
Return To:  
Bayshore Beach Club, Inc.  
c/o Claire Edmiston  
P.O. Box 995  
Waldport, OR 97394

30441

STATE OF OREGON )  
County of Lincoln ) ss.

I, Alberta M. Bryant, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the

record of         
of said county at Newport, Oregon.

Date: Feb 11, 1980 A.M. 10:02  
P.M. \_\_\_\_\_  
Book 110 Page 226

WITNESS my hand and seal of said office affixed.  
ALBERTA M. BRYANT  
County Clerk

By        Deputy

PH check \$14.00

GUIDELINES FOR DETERMINATIONS MADE BY  
BAYSHORE BEACH CLUB ARCHITECTURAL, PLANNING AND ZONING COMMITTEE  
GENERAL AUTHORITY AND PURPOSE

As set forth in Protective Covenants, as amended December 8, 1979:

Article II - Subsection 1:

Authority & Purpose a. Zoning is to be enforced by Planning Committee as set forth in each division's covenants or Lincoln County Zoning ordinance, whichever is the more restrictive.

Article II, Subsection 2:

- Written Approval a. All buildings and structures to conform to Lincoln County Building Regulations.
- Plans to comply with Code b. All plans and specifications for any improvement to any lot shall be submitted to Planning Committee and approved in writing before commencement of construction.
- Exteriors to be completed within 6 months c. Exteriors to be completed within 6 months.
- New Materials d. All buildings and structures shall be of new materials of wood, stone, brick, glass, steel, concrete or like materials.

Article II, Subsection 3:

- Size a. All dwellings shall be a minimum of 850 square feet of usable living area.
- Height b. Any height above 15 feet requires written approval of Planning Committee.
- c. Height is measured from original grade, 5 feet out from each corner of the building and averaged.

Article II, Subsection 4:

- Landscaping a. Trees, plants and shrubs planted shall not exceed (6) six feet in height without written approval of Planning Committee.

Article II, Subsection 5:

- Setbacks a. Front Yard - 20 feet (Lincoln County Building Code).
- b. Rear Yard - 10 feet (Lincoln County Building Code).
- c. Side Yard - 5 feet (Lincoln County Building Code).
- d. Ocean and Bayfront Lots - 30 feet setback from rear (ocean or bay side) lot line, except for Division 1.



Article II, Subsection 6:

3.

Minimum Lot size

a. Approval shall be denied for improvements to any lot not conforming to minimum size set forth in Covenants for that division:

- Division 1 - Minimum 5,000 square foot lot.
- Division 2 - " 5,000 square foot lot
- Division 3 - " 6,000 square foot lot, only 1 bedroom
- Division 3 - " 6,001 to 7,000, only 2 bedroom
- Division 3 - " 7,000, only 3 bedroom
- Division 4 - " 7,500 square foot lot
- Division 5 - " 7,500 square foot lot
- Division 6 - " 7,500 square foot lot
- Division 7 - " 7,500 square foot lot

Article II, Subsection 8:

Nuisance or Noxious Activity

- a. No noxious or offensive activity.
- b. No nuisance to neighborhood.

Article II, Subsection 9:

6 months Temporary Living Quarters

- a. Issuance of written permits for self-contained travel trailers or similar vehicle for habitation use during construction only for 6 months will be issued upon written request.

Article II, Subsection 10:

Boat & Trailer Storage

- a. No boat, boat trailer, travel trailer, camp trailer, or mobile home shall be stored or parked upon any property without prior written approval from the Planning Committee.

Article II, Subsection 11:

Laundry Drying

- a. Folding drying racks not over 4 feet tall will be permitted in the yard - to be stored inside when not in use.

Article II, Subsection 12:

T.V. and Other Antennas

- a. There will be no approvals issued for T.V. antennas now that cable is available, and issuance of a permit for a C.B. Antenna will be at the discretion of the Planning Committee. Prior written approval obtained.

Article II, Subsections 1 and 3:

Commercial Height 15 ft.

- a. Division 3, Lots 26 through 42, inclusive, Block 4;
  - " " " 1 through 32, inclusive, Block 11;
  - " " " 1 through 11, inclusive, Block 12;
  - " " " 1 through 10, inclusive, Block 13;
  - " " " Tracts E, F, and G are zoned "Tourist Commercial" by Lincoln County.
- Commercial use must have prior written approval.

- 4.
- Appeal of Determination
- g. If the Planning Committee cannot make a determination acceptable to the petitioner, said petitioner may take the proposal to the next regular Board of Directors meeting.
- Height Exceptions
3. Considerations for making a determination of a height exception:
- a. Determination will be on an individual lot basis.
- Flood Zone
- b. Exceptions to 15 foot height will be allowed to a lot owner to comply with local government ordinances imposed since Bayshore was originally developed, especially those regarding flood plain zone, and which, if not granted, would prohibit building a house on the lot.
  - c. Obstruction of view of neighboring lots if a view would be possible when all lots are built upon.
- Aesthetic Appearance
4. Considerations for making a determination of architectural style;
- a. Roof style.
  - b. Placement of windows.
  - c. Minimum square footage.
  - d. Materials used..
  - e. Overall appearance.
  - f. Placement on lot.
  - g. Color of roof and building (No bright colors - all Olympic Stain, or equivalent, colors acceptable).
  - h. Landscaping.
  - i. Fences.
  - j. Decks
  - k. Height of building, in proportion.

**MISCELLANEOUS:**

A legal opinion was obtained in 1979 that any permit granted by the Planning Committee under false or fraudulent or misrepresented circumstances would not be considered a valid approval, and legal action could be taken against the person obtaining it, and the Beach Club would not have to abide by that approval.

Approvals, signed by only one member, without the approval of a majority of the members of the Planning Committee, are also voidable.

Upon discovering an error in the granting of a permit, the proper parties should be advised in writing.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 24 day of April, 1980

BAYSHORE BEACH CLUB, INC.

By Wayne Baker

By Ernie L. Rath

STATE OF OREGON       )  
                              )  
County of Lincoln     )       ss.

BE IT REMEMBERED, that on this 24 day of April, 1980, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Wayne Baker and Ernie L. Rath the president and secretary, respectively, of Bayshore Beach Club, Inc., who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me, each for himself and not one for the other, that they executed the same freely and voluntarily on behalf of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal the day and year last above written.

Marcia Jean Edmister  
Notary Public for Oregon  
My commission expires: 2-14-82

After recording return to:

✓ BAYSHORE BEACH CLUB, INC.  
PO Box 993  
WALDFORT, ORE. 97394

D 32715

STATE OF OREGON ) ss.  
County of Lincoln )

I, Alberta M. Bryant, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the

record of deeds  
of said county of Newport, Oregon.

Date: April 24, 1980 A.M. 3:06 P.M.  
Book 112 Page 893

WITNESS my hand and seal of said office affixed.  
ALBERTA M. BRYANT  
County Clerk

By amcutuna Deputy  
Pd. ck. \$17.<sup>00</sup>



By action of the Board of Directors on April 19, 1980, the Guidelines for Determination Made by the Bayshore Beach Club Architectural, Planning and Zoning Committee "General Authority and Purpose" was recorded on April 24, 1980 on Book 112, Pages 893-4-5-6. An amendment to these Guidelines was made by the Board of Directors on September 19, 1981 deleting Article II, Subsection 5, item "d".

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 4th day of November, 1981.

BAYSHORE BEACH CLUB, INC.

By Irene Youell  
By Marilee McAlpine

STATE OF OREGON )  
County of Lincoln ) ss.

BE IT REMEMBERED, that on this 4th day of November 1981, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named IRENE YOUELL and Marilee McAlpine, the president and secretary, respectively, of Bayshore Beach Club, Inc., who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me, each for himself and not one for the other, that they executed the same freely and voluntarily on behalf of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal the day and year last above written.

Marcia Jean Wilson  
Notary Public for Oregon  
My commission expires: 12-14-84

After recording return to: ✓

BAYSHORE BEACH CLUB, INC.  
P.O. BOX 995  
WALDPOR, OREGON 97394

D50160

STATE OF OREGON ) ss.  
I, Alberta M. Bryant, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the record of deeds of said county of Lincoln, Oregon.  
Date Nov 5, 1981 AM 10:26  
Book 128 Page 1545  
WITNESS my hand and seal of said office affixed.  
ALBERTA M. BRYANT, County Clerk  
By am Cutler Deputy  
P.O. CK 44

# Bayshore Beach Club, Inc.

WESTWARD HO & OCEANIA  
BAYSHORE  
P.O. BOX 995  
WALDPOR, OREGON 97394

Registry No. 071313-11

Amendment to Articles of Incorporation adopted May 18, 1991:

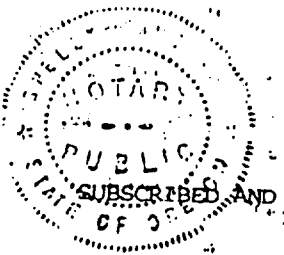
## ARTICLE VII

No employee or agent of this corporation shall be personally liable to the corporation or its members for monetary damages for conduct as an employee or agent for any act or omission occurring or arising from the exercise of their employment or agency after October 3, 1989, except if such act or omission is from the breach of the employee's or agent's duty of loyalty, acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, any unlawful distribution of the corporation's assets, any transactions from which the employee or agent received an improper personal benefit, any act or omission arising from an employee or agent's conflict of interest as provided in ORS 655.361, lending corporate money to or arranging for a corporate guarantee of obligations of an employee or agent, or any other act or omission for which the corporation may not waive personal liability of the employee or agent under Oregon law.

BAYSHORE BEACH CLUB, INC.

By:

*Jack S Woods*  
President



SUBSCRIBED AND SWORN to before me this 18<sup>th</sup> day of November, 1991

*Kelly Kaudson*  
NOTARY PUBLIC FOR OREGON

My commission expires: 4-22-94

After recording return to:

BAYSHORE BEACH CLUB, INC.  
P.O. Box 995  
waldport, oregon 97394

DEC 18 1991

STATE OF OREGON } ss.  
County of Lincoln

I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon.

Book 238 Page 426

WITNESS my hand and seal of said office affixed,  
DANA W. JENKINS, County Clerk  
By *D. W. Jenkins* Deputy

Doc : 6071885  
Rect : 25226  
12/18/1991 12:48:50PM 15.00



County of Lincoln, Oregon

Dec 21 1991

DEC 18 1991

GUIDELINES FOR DETERMINATIONS MADE BY  
 BAYSHORE BEACH CLUB ARCHITECTURAL, PLANNING AND ZONING COMMITTEE

GENERAL AUTHORITY AND PURPOSE

As set forth in Protective Covenants, as amended December 8, 1979:

Article II, Subsection 1:

Authority and Purpose a. Zoning is to be enforced by Planning Committee as set forth in each division's covenants or Lincoln County Zoning Ordinance, whichever is the more restrictive.

Article II, Subsection 2:

Plans to comply with Code a. All buildings and structures to conform to Lincoln County Building Regulations.

Written Approval b. All plans and specifications for any improvement to any lot shall be submitted to Planning Committee and approved in writing before commencement of construction.

Exteriors to be completed within 6 months c. Exteriors to be completed within 6 months from commencement of construction (hereby defined as date of issue of County Building Permit). Occupation will not be permitted until final inspection by Lincoln County.

New Materials d. All buildings and structures shall be of new materials of wood, stone, brick, glass, steel, concrete or like materials.

Article II, Subsection 3:

Size a. All dwellings shall be a minimum of 850 square feet of usable living area.

Height b. Any height above 15 feet requires written approval of Planning Committee.

Article II, Subsection 4:

Landscaping a. Trees, plants and shrubs planted shall not exceed six (6) feet in height without written approval of Planning Committee.

Article II, Subsection 5:

Setbacks a. Front Yard - 20 feet (Lincoln County Building Code).

b. Rear Yard - 10 feet (Lincoln County Building Code).

c. Side Yard - 5 feet (Lincoln County Building Code).

1/21/95-1

Article II, Subsection 6:

- Minimum Lot Size      a. Approval shall be denied for improvements to any lot not conforming to minimum size set forth in Covenants for that division:
- Division 1 - Minimum 5,000 square foot lot
  - Division 2 - " 5,000 square foot lot
  - Division 3 - " 6,000 square foot lot, only 1 bedroom
  - " 6,001 to 7,000, only 2 bedroom
  - " 7,000 square foot lot, only 3 bedroom
  - Division 4 - " 7,500 square foot lot
  - Division 5 - " 7,500 square foot lot
  - Division 6 - " 7,500 square foot lot
  - Division 7 - " 7,500 square foot lot

Article II, Subsection 8:

- Nuisance or      a. No noxious or offensive activity.  
 Noxious Activity      b. No nuisance to neighborhood.

Article II, Subsection 9:

- 6 Months Temporary Living Quarters      a. Issuance of written permits for self-contained travel trailers or similar vehicle for habitation use during construction only for 6 months will be issued upon written request.

Article II, Subsection 10:

- Boat & Trailer Storage      a. No boat, boat trailer, travel trailer, camp trailer, or mobile home shall be stored or parked upon any property without prior written approval from the Planning Committee.

Article II, Subsection 11:

- Laundry Drying      a. Folding drying racks not over 4 feet tall will be permitted in the yard - to be stored inside when not in use.

Article II, Subsection 12:

- T.V. and Other Antennas      a. There will be no approvals issued for T.V. antennas now that cable is available, and issuance of a permit for a C.B. antenna will be at the discretion of the Planning Committee. Prior written approval obtained.

Article II, Subsection 14:

- Garbage      a. Garbage or other waste shall be placed in sanitary containers and removed weekly.

Article II, Subsections 1 and 3:

- Commercial Height 15 feet      a. Division 3, Lots 26 through 42, inclusive, Block 4;  
 Lots 1 through 32, inclusive, Block 11;  
 Lots 1 through 11, inclusive, Block 12;

1/21/95-2

Article II, Subsections 1 and 3 (cont'd):

Division 3, Lots 1 through 10, inclusive, Block 13;  
 Tracts E, F, and G are zoned "Tourist Commercial"  
 by Lincoln County.  
 Commercial use must have prior written approval.

Commercial      b. Division 6, Lots 78 through 87, Block 4 - Commercial  
 25 foot height O.K.

Duplex              Lots 67 through 77, Block 4 - Duplex Only  
 25 foot height O.K.

Lots 1 through 9, Block 32 - Duplex Only  
 (25 foot height O.K. for Lots 1 through 3)

Lots 1 through 5, Block 33 - Duplex Only  
 25 foot height O.K.

Any height over 15 foot (except Lots 1 through 3, Block 32;  
 Lots 1 through 5, Block 33; and Lots 67 through 87, Block 4)  
 must have prior written approval from the Planning Committee.

All commercial uses must have prior written approval from the  
 Planning Committee.

CONSIDERATIONS FOR MAKING DETERMINATIONS

- |                         |   |
|-------------------------|---|
| Land Use                | 1. Zoning created by protective covenants or Lincoln County Zoning Ordinances, whichever is the more restrictive, shall prevail.  |
| Commercial Requirements | 2. A commercial use shall be determined appropriate if it meets the following requirements:   |
| Road Use                | a. Will benefit the residents in all seven divisions of Bayshore.   |
| Signs New               | b. Provide for an agreement whereby Commercial users would pay a proportionate amount for maintenance of Bayshore Drive and any other Bayshore roads maintained by the Bayshore Road District.    |
| Number                  | c. Any business sign erected on property within the confines of Bayshore Subdivision shall have prior written approval of Planning Committee if it is over two (2) square feet per establishment. |
| Replacement             | d. Number of signs to be erected in excess of one shall require prior written approval of the Planning Committee.   |
|                         | e. Any replacement of existing signs shall require prior written approval by the Planning Committee.  |

1/21/95-3

information  
Required for  
Determination

f. Size of building, number of occupants, estimated traffic load, estimated parking space, appearance of building, desirability for needs of Bayshore Community, aesthetic value, architectural design blending with structures in existence, landscaping to be done and maintained.

Appeal of  
Determination

g. If the Planning Committee cannot make a determination acceptable to the petitioner, said petitioner may take the proposal to the next regular Board of Directors meeting.

Height  
Exceptions

3. Considerations for making a determination of a height exception:

a. Determination will be on an individual lot basis.

Flood Zone

b. Exceptions to 15 foot height will be allowed to a lot owner to comply with local government ordinances imposed since Bayshore was originally developed, especially those regarding flood plain zone, and which, if not granted, would prohibit building a house on the lot.

View

c. Obstruction of view of neighboring lots if a view would be possible when all lots are built upon.

Notification and  
Application Fee

d. Height variance requests submitted by the property owner/builder must be followed by written notification of intent sent by the Bayshore Secretary/Treasurer to all property owners within 300 feet of the applicant's lot lines. An application fee of \$20.00 shall be assessed to cover the handling and notification expenses by the Bayshore Secretary/Treasurer. The Board shall hear the request 30 days after the mailing at the next regularly scheduled meeting.

Time Limit

e. Height variance permits shall be valid for 120 days from date of issue unless a building has been erected or is under construction.

Aesthetic  
Appearance

4. Considerations for making a determination of architectural style:

- a. Roof style
- b. Placement of windows
- c. Minimum square footage
- d. Materials used
- e. Overall appearance
- f. Placement on lot
- g. Color of roof and building (no bright colors - all Olympic Stain, or equivalent, colors acceptable)
- h. Landscaping
- i. Fences
- j. Decks
- k. Height of building, in proportion

Manufactured  
Homes

5. Considerations for manufactured homes:

a. Must meet current state-wide codes for manufactured homes.

1/21/95-4

Manufactured  
Homes (cont.)

- b. Multiwide and a minimum of 1,000 square feet (Lincoln County minimum).
- c. Pit set or set on a continuous masonry foundation around the perimeter with a maximum height of 24 inches above finish grade.
- d. Siding and roofing to be similar to materials used on other single family homes in Bayshore. Siding must overlap so no vertical seams are visible.
- e. Garage or carport is required.
- f. Any decks, porches, and steps must be approved by Planning Committee.

**MISCELLANEOUS:**

A legal opinion was obtained in 1971 that any permit granted by the Planning Committee under false or fraudulent or misrepresented circumstances would not be considered a valid approval, and legal action could be taken against the person obtaining it, and the Beach Club would not have to abide by that approval.

Approvals signed by only one member, without the approval of a majority of the members of the Planning Committee, are also voidable.

Upon discovering an error in the granting of a permit, the proper parties should be advised in writing.

Revised 1/21/95

1/21/95-5

FEB 6 1995



By action of the Board of Directors on January 21, 1995, the Guidelines for Determination Made by the Bayshore Beach Club Architectural, Planning and Zoning Committee "General Authority and Purpose" as recorded on Book 112, Pages 893-4-5-6, and amended as recorded on Book 128, Page 1545, were revised and amended, as attached.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 3rd day of February, 1995.

BAYSHORE BEACH CLUB, INC.

By Jack K. Rasmussen  
Jack K. Rasmussen, President  
By GMH Hanavan  
GMH Hanavan, Corporate Secretary

STATE OF OREGON }  
County of Lincoln } ss.

BE IT REMEMBERED, that on this 3rd day of February, 1995, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named, Jack K. Rasmussen, the president of Bayshore Beach Club, Inc., who is known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily on behalf of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal the day and year last above written.



Diana E. Flescher  
Notary Public for Oregon  
My commission expires 2/6/98

STATE OF OREGON }  
County of LANE } ss.

BE IT REMEMBERED, that on this 4th day of FEBRUARY, 1995, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named, GMH Hanavan, the corporate secretary of Bayshore Beach Club, Inc., who is known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily on behalf of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal the day and year last above written.

Barbara L. Garcia  
Notary Public for Oregon  
My commission expires 2/12/95

After recording return to:  
BAYSHORE BEACH CLUB, INC.  
P. O. Box 995  
Waldport, OR 97394



STATE OF OREGON  
County of Lincoln

I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon.  
Book 294 Page 2358

WITNESS my hand and seal of said office affixed.

*Dana W. Jenkins*  
DANA W. JENKINS, Lincoln County Clerk

Doc : 6130958  
Rect: 54224 40.00  
02/08/1995 03:34:46pm



FEB 8 1995

I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon.

Book \_\_\_\_\_ Page \_\_\_\_\_

WITNESS my hand and seal of said office affixed.

  
DANA W. JENKINS, Lincoln County Clerk



Doc : 200307092  
Rect: 303512 36.00  
05/06/2003 03:45:19pm

AFTER RECORDING RETURN TO:

Minor, Bandonis & Connell, P.C.  
236 West Olive Street  
Newport OR 97365

**COVENANTS AND RESTRICTIONS, BAYSHORE BEACH CLUB**

This document is recorded to give notice to all interested persons that certain guidelines relating to building and landscaping on lots in the Bayshore Beach Club have been promulgated, and may be changed from time to time, pursuant to the Covenants and Restrictions on lots in Bayshore. These guidelines are provided by the Bayshore Beach Club, Inc., to assist members and building contractors in following the requirements of the Covenants and Restrictions ("C & Rs") which govern building and landscaping within Bayshore. The C & Rs were recorded February 11, 1980, in the deed records of Lincoln County, at Book 110, Page 226, *et seq.* A document entitled "Guidelines for Determinations Made By Bayshore Beach Club Architectural, Planning and Zoning Committee" was recorded in the deed records of Lincoln County at Book 294, Page 2352, *et seq.* This document now updates those recorded Guidelines, and states that further updates to the Guidelines may not be recorded..

**MODIFICATION OF  
"GUIDELINES FOR DETERMINATIONS MADE BY BAYSHORE BEACH CLUB  
ARCHITECTURAL, PLANNING AND ZONING COMMITTEE"**

The Guidelines supplement the C & Rs, and provide guidance to property owners planning new construction, remodeling, or landscaping on lots in Bayshore. They also provide a framework for the Architectural Planning, and Zoning Committee ("Planning Committee") for the performance of its duties. Compliance with these Guidelines will be enforced as set forth in the Bayshore Beach Club's C & Rs, Articles of Incorporation and By-Laws. This document was voted on and adopted in accordance with the By-Laws.

**GENERAL AUTHORITY AND PURPOSE**

C & R Article II, Subsection 1:

- Authority and Purpose
  - a. Zoning is to be enforced by the Planning Committee as set forth in each division's covenants or Lincoln County Zoning Ordinance, whichever is the more restrictive.

C & R Article II, Subsection 2:

- Plans to Comply With Code
  - a. All buildings and structures to conform to Lincoln County Building Regulations, and the requirements of the Planning Committee.

- Written Approval      b.      All plans and specifications for any improvement to any lot shall be submitted to the Planning Committee and approved in writing before commencement of construction.
- Exterior Completion      c.      Exteriors to be completed within six months from commencement  
Within 6 months      of construction (hereby defined as the date of issue of a **County Building Permit**.) A portable toilet must be on site prior to start of construction. Occupancy will not be permitted until the final inspection by Lincoln County has been completed.
- New Materials      d.      All buildings and structures shall be of new materials of wood, stone, brick, glass, steel, concrete or like materials. Newly developed synthetic and/or composite materials shall be subject to Committee approval.
- Environmental      e.      Structures to be erected shall be placed upon the subject property  
Impact      so as to minimize impact upon the environment and adjacent properties. Planning Committee review and written approval shall be obtained prior to ground cover removal.

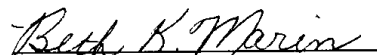
C & R Article II, Subsection 3:

- Size      a.      All dwellings shall be a minimum of 850 square feet of usable living area.
- Height      b.      Any height **variation** over the 15 foot limitation above the average original grade requires written approval of the Planning Committee.

Specific guidelines have been promulgated by the Planning Committee and Board of Directors setting requirements particular to Commercial and Multi-Family development within Bayshore (where allowed); Manufactured Homes; and Architectural Styles. Specific guidelines have also been promulgated setting forth how to determine original grade and compute the need for a variance to height restrictions, and regarding building permit application procedures and variance request procedures. Pursuant to their authority under the C & Rs, the Planning Committee and the Board of Directors may promulgate further procedures and requirements for compliance with the C & Rs.

PROPERTY OWNERS ARE RESPONSIBLE FOR COMPLIANCE WITH THE RECORDED C & Rs, ALL COUNTY BUILDING CODES, AND ALL DULY PROMULGATED REQUIREMENTS OF THE BAYSHORE PLANNING COMMITTEE. THE PLANNING COMMITTEE'S REQUIREMENTS AND PROCEDURES MAY BE AMENDED FROM TIME TO TIME. PROPERTY OWNERS MUST CONTACT THE PLANNING COMMITTEE PRIOR TO ANY CONSTRUCTION, REMODELING OR LANDSCAPING AND REQUEST CURRENT INFORMATION ON REQUIREMENTS AND PROCEDURES.

DATED this 5 day of May, 2003.

  
Beth Marin, Secretary, Bayshore Beach Club

(Notary on following page)

STATE OF OREGON )  
 ) ss.  
County of Lincoln )

SUBSCRIBED AND SWORN to before me, this 5 day of May, 2003.

Vicki S. Klebe  
Notary Public for State of Oregon

ATTEST:

[Signature]  
Larry Hofstetter, President



STATE OF OREGON )  
 ) ss.  
County of Lincoln )

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Notary Public for State of Oregon



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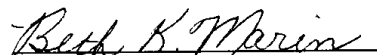
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County of Lincoln )

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