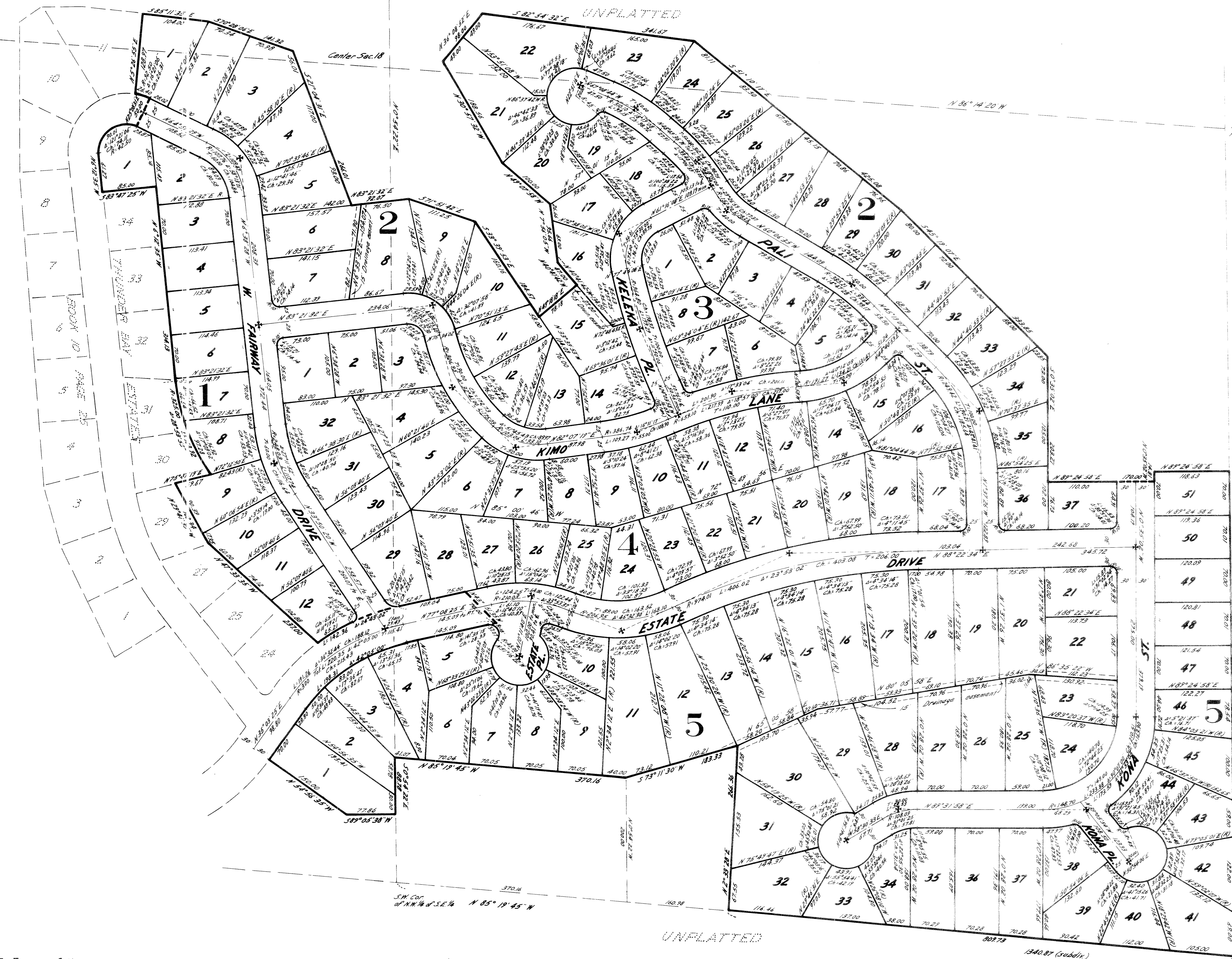


MAKAI DIVISION NO. 1

SECTION 18, TWP. 12 S., R. 11 W., W.M.

LINCOLN COUNTY, OREGON

Book 1-400-45



N.E. Cor. of N.W. 1/4 of S.E. 1/4

UNPLATTED

SCALE: 1" = 100'

NOTE:
All bearings are based on County Survey No. 4826, Lambert Grid.
All lot corners are set with 3/8 in. Iron bar.
All lots shall have a 5.0 ft. easement along the rear, side, and front lot lines for drainage and the installation and maintenance of utilities.

T.P.O.B. S.E. Cor. of N.W. 1/4 of S.E. 1/4

SHEET 1 OF 2 SHEETS

UNPLATTED

1340.87 (Subdiv.)

MAKAI DIVISION NO. 1

SECTION 18, TWP. 12 S., R. 11 W., W.M.

LINCOLN COUNTY, OREGON

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that T. GAITHER, also known as T. GAITHER, SR., BEAVER CREST, INC., also known as BEAVER CREST CORPORATION, an Oregon corporation, CHARLES HART, and MAKAI, a Washington general partnership, do hereby make, establish and declare MAKAI, DIVISION NO. 1, as described in the accompanying surveyor's certificate, to be a true and correct map and plat thereof. All lots are of the dimension shown on said map and the streets are of the widths set forth thereon. Said T. GAITHER, also known as T. GAITHER, SR., BEAVER CREST, INC., also known as BEAVER CREST CORPORATION, an Oregon corporation, CHARLES HART, and MAKAI, a Washington general partnership, do hereby dedicate to the use of the public forever the streets and drainage easements as shown on said plat, and reserve the right to drain the streets or roads over or across any lot or lots where water may take a natural course after the roads or streets are graded.

IN WITNESS WHEREOF, the said T. GAITHER, also known as T. GAITHER, SR., BEAVER CREST, INC., also known as BEAVER CREST CORPORATION, an Oregon corporation, CHARLES HART, and MAKAI, a Washington general partnership, have hereunto set their hands and seals this 2nd day of September, 1971.

LAND SURVEYOR'S CERTIFICATE

I certify that I, A. J. McMillan, Registered Civil Engineer and Land Surveyor, did between April 29, 1971 and June 25, 1971, survey Section 18, Township 12 South, Range 11 West W.M., Lincoln County, Oregon, and have established those certain boundaries described as follows:

Beginning at the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 18; thence North 85° 19' 45" West, along the South line of said Northwest 1/4 of the Southeast 1/4; a distance of 809.73 feet to a point 531.14 feet from the Southwest corner of said Northwest 1/4 of the Southeast 1/4; thence North 2° 33' 28" East 266.36 feet; thence South 73° 11' 30" West 183.33 feet; thence North 85° 19' 45" West 370.16 feet to the West line of the Northwest 1/4 of the Southeast 1/4; thence South 0° 54' 22" East, along said West line, a distance of 88.78 feet; thence South 89° 05' 38" West 77.86 feet; thence North 54° 56' 35" West 150.00 feet to the Southeasterly margin of ESTATE DRIVE, as shown on the plat of THUNDER BAY ESTATES, as recorded in Book 10, page 25, Records of Lincoln County, Oregon; thence North 35° 03' 25" East, along said Southeasterly margin, a distance of 98.80 feet to the beginning of a curve to the right; thence Northeasterly, along said curve to the right, having a radius of 270.00 feet, through an arc of 42° 05' 00", a distance of 198.31 feet; thence North 77° 08' 25" East 145.09 feet; thence North 43° 51' 35" West 70.00 feet to the Northerly margin of said ESTATE DRIVE; thence South 77° 08' 25" West, along said Northerly margin, a distance of 109.04 feet to the beginning of a curve to the left; thence Southwesterly, along said curve to the left, having a radius of 330.00 feet, through an arc of 24° 43' 02", a distance of 142.36 feet; thence North 47° 33' 35" West 237.00 feet; thence North 29° 41' 35" West 108.34 feet; thence North 75° 47' 19" East 59.67 feet to a point on a curve to the right, the bearing of a radial line at said point being North 54° 53' 30" East; thence Northwesterly, along said curve to the right, having a radius of 325.00 feet, through an arc of 28° 53' 55", a distance of 163.92 feet; thence North 6° 12' 35" West 314.13 feet; thence South 83° 47' 25" West 85.00 feet to the Easterly margin of FAIRWAY DRIVE, as shown on the aforesaid plat of THUNDER BAY ESTATES; thence North 6° 12' 35" West, along said Easterly margin, a distance of 61.27 feet to the beginning of a curve to the right; thence Northeasterly, along said curve to the right, having a radius of 42.50 feet, through an arc of 121° 21' 06", a distance of 90.01 feet; thence North 25° 08' 31" East, along a radial line, a distance of 50.00 feet to the Northerly margin of said FAIRWAY DRIVE, said point being the beginning of a curve to the left; thence Northwesterly, along said curve to the left, having a radius of 92.50 feet, through an arc of 16° 21' 06", a distance of 26.40 feet; thence North 5° 26' 55" East 128.97 feet; thence South 85° 11' 35" East 104.00 feet; thence South 70° 28' 06" East 141.32 feet; thence South 21° 04' 31" East 266.01 feet; thence North 83° 21' 32" East 92.07 feet; thence South 71° 51' 42" East 111.25 feet; thence South 33° 39' 53" East 184.57 feet; thence North 49° 18' 18" East 78.18 feet; thence North 40° 41' 42" West 47.00 feet; thence North 7° 56' 05" West 95.66 feet; thence North 49° 07' 58" West 100.00 feet; thence North 30° 57' 32" West 188.56 feet; thence North 36° 08' 52" East 98.00 feet; thence South 82° 54' 32" East 341.67 feet; thence South 51° 10' 17" East 425.08 feet; thence South 45° 19' 07" East 333.85 feet; thence South 0° 35' 02" East 203.27 feet; thence North 89° 24' 58" East 170.00 feet; thence North 0° 35' 02" West 14.81 feet; thence North 89° 24' 58" East 118.63 feet to the East line of the aforesaid Northwest 1/4 of the Southeast 1/4; thence South 1° 10' 41" East, along said East line, a distance of 778.56 feet to the point of beginning. (The above description includes those vacated portions of the plats of THUNDER BAY ESTATES, DIVISIONS 1 and 2.)

APPROVALS

Andy Zedwick
County Commissioner

Mike Miller
County Commissioner

Albert A. Strand
County Commissioner

Oscar Strand
County Planning Commission

Alberta M. Bryant
County Clerk

Pella Gulderson
Deputy

James H. Johnson
County Assessor

By Harry A. Milch
9-7-71

W. H. Bradlett
County Surveyor

All taxes are paid
to JUNE 30, 1971 Incl.

Everett Hakema
County Sheriff By J. Crespus, Deputy

T. Gaither
T. GAITHER, aka T. GAITHER, SR.
BEAVER CREST, INC.
BY: George F. Stovall
PRESIDENT
BY: Marianne Stovall
SECRETARY

Charles Hart
CHARLES HART
MAKAI, a Washington general partnership,
BY: A. J. McMILLAN CO., a Washington
partnership
BY: A. J. McMillan
Pursuant to Authority

ACKNOWLEDGMENTS

STATE OF OREGON)
) ss.
County of Lincoln)

BE IT REMEMBERED on this 2nd day of September, 1971, before me, the undersigned, a Notary Public in and for the State of Oregon and County of Lincoln, appeared T. GAITHER, aka T. GAITHER, SR., personally known by me to be the identical person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for uses therein set forth.

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

John R. Steinhilber
Notary Public In and For Oregon
My Commission Expires: 8-18-73

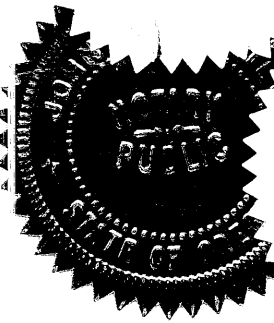


STATE OF OREGON)
) ss.
County of Lincoln)

BE IT REMEMBERED on this 2nd day of September, 1971, before me, the undersigned, a Notary Public in and for the State of Oregon and County of Lincoln, appeared CHARLES HART, personally known by me to be the identical person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for uses therein set forth.

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

John R. Steinhilber
Notary Public In and For Oregon
My Commission Expires: 8-18-73

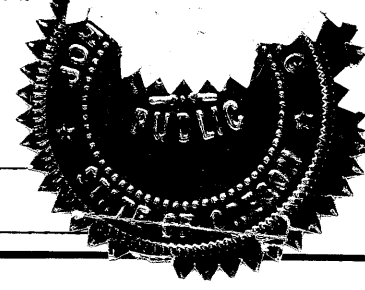


STATE OF OREGON)
) ss.
County of Lincoln)

BE IT REMEMBERED on this 2nd day of September, 1971, before me, the undersigned, a Notary Public in and for the State of Oregon and County of Lincoln, appeared GEORGE STOVALL and TERRANCE GAITHER, personally known by me to be the identical persons described in and who executed the foregoing instrument and did acknowledge each for himself and not one for the other that the former is the president and the latter is the secretary of BEAVER CREST, INC. and that they executed the said instrument as their free and voluntary act and deed for the uses herein set forth now pursuant to Authority.

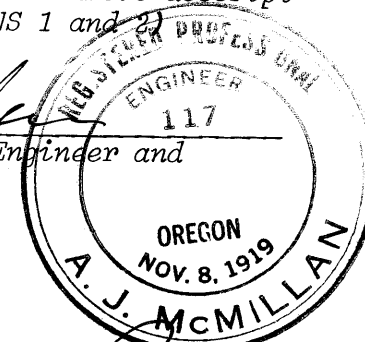
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

John R. Steinhilber
Notary Public in and For Oregon
My Commission Expires: 8-18-73



Subscribed and sworn to before me this 2nd day of September, 1971.
My Commission expires 6-11-72.

A. J. McMillan
Registered Oregon Civil Engineer and
Land Surveyor No. 117



Marilyn Bates
Notary Public

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Lincoln)

BE IT REMEMBERED on this 1st day of September, 1971, before me, the undersigned, Notary Public in and for said state and county, appeared A. J. McMILLAN, personally known by me to be the identical person described in and who executed the foregoing instrument and acknowledged to me that he is a partner of A. J. McMILLAN CO., a Washington partnership, with authority to bind the same, and that the said A. J. McMILLAN CO. is the managing partner of MAKAI, a Washington partnership, with authority to bind same, and that he executed the said instruments as a free and voluntary act and deed of the said partnerships, and on their behalf, for the uses herein set forth.

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

Marilyn Bates
Notary Public In and For Oregon
My Commission Expires: 6-11-72

EASEMENTS

All lots shall have a 5.0 foot easement along the rear, side, and front lot lines for drainage and the installation and maintenance of utilities.

Book: 28 Page: 161
Filed: August 31, 1971

Recorded: September 7, 1971

DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS That MAKAI, a Washington General Partnership, BEAVER CREST CORPORATION also known as BEAVER CREST, INC., an Oregon corporation, T. GAITHER also known as T GAITHER, SR., who are hereinafter collectively referred to as "declarants", do hereby declare as follows:

WHEREAS, declarants are the fee owners or contract purchasers of certain real property located in Lincoln County, State of Oregon, to-wit: all lots and tracts within the plat of MAKAI, Division I, according to the plat thereof on record in the office of the County Auditor of Lincoln County, Oregon, hereinafter referred to as "the property"; and

WHEREAS, declarants desire to subject the property to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth, each and all of which is of, and shall inure to the benefit of and pass with the 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 MAKAI Country Club, Inc., its successors and assigns, a nonprofit corporation 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 property above described, to the restrictions, covenants, conditions, reservations, easements, liens and charges herein set forth by appropriate reference hereto. This Declaration is intended to replace any and all covenants and conditions to which the property has heretofore been subject, and to that end all covenants and conditions heretofore made affecting the property are hereby declared null and void.

ARTICLE I

General Purpose of Conditions

The property is being subjected to 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 thereon on building sites, to prevent haphazard and inharmonious improvement 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 within the plat of MAKAI Division I, shall be used only as permitted by the covenants and restrictions contained in this Declaration. The uses of the property allowed by this document may be changed only by the approval of the Architectural Planning Committee of the MAKAI Country Club, Inc., as provided in the Articles of Incorporation and Bylaws of that corporation. All lots within the plat of MAKAI, Division I, shall be used only for single-family residences, except for any lots which are specifically designated on the plat for park or recreational purposes. So long as any of the declarants, their successors, or assigns own any part of the property, nothing contained in this Declaration shall be construed to prevent any of the declarants, their successors, or assigns from erecting and maintaining, or authorizing the erection and maintenance of structures and signs for the development and sale of the property.

2. Architectural Control. No building or structure shall be placed, erected, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted and approved in writing by the Architectural Planning Committee. The determination of the Architectural Planning Committee will be based upon the quality of workmanship and materials, harmony of exterior design with existing structures, and the location of the proposed building or

structure with respect to the topography and finish grad elevation. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from the commencement of construction until the exteriors of such buildings and structures are completed and painted or otherwise suitable finished within six (6) months of the date of commencement. All buildings and structures shall be of new construction and no imitations of any materials shall be used for exterior finish.

3. Architectural Planning Committee. The Architectural Planning Committee is composed of three (3) members; their names and addresses are as follows: A. J. McMILLAN, DONALD A. McMILLAN and JOHN R. HARTLEY, all at 6535 Seaview Ave. N.W., Seattle 98107. A majority of the Committee may designate a representative as act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

4. Dwelling, Quality, and Size. It is the intention and purpose of these covenants to assure that all dwellings shall be of a high quality of workmanship and materials. The ground floor area of the main structure of these dwellings, exclusive of one-story open porches and garages, shall not be less than 850 square feet. No dwelling shall exceed a maximum height of seventeen (17) feet from the original grad without written approval from the Architectural Planning Committee.

5. Building Location. No building shall be located on any lot nearer than twenty (20) feet from the front property line. No dwelling building shall be located on any lot nearer than twenty (20) feet from any side street property line nor nearer than five (5) feet or one (1) foot for each three (3) of building height whichever is greater, from any side property line. No dwelling building shall be located on any lot nearer than ten (10) feet from the rear property line except that on a corner lot, no dwelling building shall be nearer to the rear property line than five (5) feet or one (1) foot for each three (3) feet of building height, whichever is greater. In the event that adjacent lots are held under a common ownership, they will be considered one lot for the purpose of this covenant.

6. Lot Area and Width. Subject to county zoning regulation for lot size in question.

7. Easements. The declarants reserve the right to construct and maintain or authorize the construction and maintenance of 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 the streets or roads, together with the right to drain the streets or roads over or across any lot or lots where the water may take a natural course; and declarants further reserve perpetual easements under, over, and across the front rear and side 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; and declarants further reserve perpetual easements in the ravines and drainage ditches now existing on the property for the purpose of allowing the unobstructed flow of water through, over and along those ravines and ditches.

8. Trees, Shrubbery and Plantings. No trees, shrubbery or plantings of any kind in excess of six (6) feet in height shall be placed, planted or maintained on any of the property, nor shall any such tree, hedge, shrub, or planting be allowed to grow in excess of such height, without written permission of the Architectural 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 on the property.

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

10. 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 or temporary residence or dwelling, except under a temporary written permit which may be granted upon specific time limitations in the discretion of the Architectural Planning Committee.

11. Signs. No sign of any kind shall be displayed to the public view on any lot, including "For Sale" and "For Rent" signs, without written approval of the Architectural Planning Committee. In no event shall "For Sale" and "For Rent" signs be displayed to the public view by owners other than declarants so long as the declarants own any portion of the land included with the plat.

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

13. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, refuse, garbage or other waste-matter. Rubbish, refuse, garbage or other waste matter shall be kept only in sanitary containers. Equipment for the disposal or storage of such matter shall be kept in a clean and sanitary condition, and all disposal equipment shall be approved before installation or use by the Architectural Planning Committee.

14. Sewerage Systems. No individual sewerage-disposal system shall be permitted on any lot unless that system is designed, located, and constructed in accordance with the requirements and recommendations of the state and local health authorities. All septic tanks shall have a minimum capacity of 750 gallons.

15. Unobstructed Visibility at Intersections. No Structure, growth, or other object which obstructs sight lines at elevations between two and eight feet above the street level shall be constructed, placed, planted or permitted to remain upon any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines; except that existing trees shall be permitted to remain within to prevent obstruction of the line of sight defined above. The same line of sight limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway.

16. Roads. All roads dedicated within MAKAI, Division I, shall be maintained by the developer for a period of three (3) years from the completion date of the road or until 70% of the lots within MAKAI, Division I have been sold, whichever occurs first, after which, the maintenance of the roads within MAKAI, Division I shall be the responsibility of all of the owners of lots or contract purchasers of lots within that Division.

17. Mobile Homes. The provisions of this paragraph 17 of this Declaration apply only to Lot 37, Block 2 and Lots 21 through 51, Block 5, all in MAKAI, Division I.

(a) To the extent they conform to the provisions of this Declaration, either homes or mobile homes shall be included within the term "single family residence."

(b) Generally, this entire Declaration shall apply to mobile homes. The provisions of this Section of Article II of this Declaration shall so far as possible be interpreted consistently with the remainder of this Declaration. To the extent irreconcilable conflicts of interpretation arise this section shall control in matters concerning mobile homes.

(c) The provisions for architectural control in this Declaration shall apply to mobile homes, provided that an inspection

of a mobile home by the Architectural Control Committee or its representative may be substituted for a submission of construction plans and specifications in order to obtain committee approval. A plan showing the location of the mobile home on the lot in question shall be submitted, however. Each mobile home must have at least 500 square feet of floor space, and each mobile home must be skirted entirely around its base. A minimum cost figure for mobile homes may be established by the MAKAI Country Club, but in any case, mobile homes must meet the standards of the Architectural Planning Committee for materials, workmanship and appearance.

(d) A mobile home conforming to the provisions of this Declaration shall not be a "temporary structure" within the meaning of Section 10 of this Article II.

(e) Each mobile home shall be equipped with self contained sewage system and sanitary facilities conforming with the requirements of State and local health authorities, laws and ordinances.

ARTICLE III

MAKAI COUNTRY CLUB, INC.

1. Membership. The owner of each lot of the said property shall be a member of MAKAI Country 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 an annual assessment to be referred to as "annual dues", and that for the year ending December 31, 1972 the dues will be \$25.00. The annual dues may be increased in any one year in an amount not to exceed ten (10) percent over the amount 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 1972, for which initial year the said assessment rate has been fixed hereby, and in the Bylaws 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 October and shall be due and payable on or before the first day of April succeeding, and if not then paid shall thereafter be delinquent and bear interest at the rate of eight (8%) percent 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 liens. 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. Unkept 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 reasonable 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

Whenever used in this Declaration, the following terms shall have the meaning given them in the definitions set out below:

1. "The Property" shall mean all the land encompassed within the plat of MAKAI, Division I, Lincoln County, Oregon.

2. "Declarants" shall mean those declarants signing this Declaration and their heirs, assigns, and successors in interest. The rights, privileges and options that are reserved to or established for the declarants in this Declaration are subject to assignment and transfer by them to the extent of their individual interest and are in no way to be deemed personal to them alone or terminable by their demise or by transfer or assignment.

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 the period of 25 years the 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 property has been recorded, agreeing to extinguish or change the covenants and restrictions in whole or in part.

2. Amendment of Declaration. This Declaration may be amended at any time by the affirmative vote of two-thirds majority of the voting power of the MAKAI Country Club, Inc., at any annual meeting or any special meeting specifically called for that purpose.

3. Inspection. Authorized representatives of the MAKAI Country Club, Inc. are hereby authorized to inspect any or all of the property at reasonable times and upon reasonable notice for the purpose of aiding in the enforcement of these covenants and restrictions.

4. Enforcement. The MAKAI Country Club, Inc. is hereby charged with the authority to and obligation of enforcing 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 the 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 violation or threatened or attempted violation is brought to its attention in writing, any person or persons then owning a lot or lots within the property may take such steps in law or in equity that may be necessary for enforcement. Any damages recovered in an enforcement proceeding shall inure to the benefit of the person or persons damaged by the violation involved. The party prevailing in any enforcement proceedings, whether in law or in equity, shall have from his opponent any attorneys fees that the Court may deem reasonable.

5. Severability. Invalidating of any one of these covenants and restrictions or any part of them by judgment or court order shall in no way affect any of the other provisions hereof. The remaining covenants and restrictions shall remain in full force and effect.

6. Transfer of Rights. All of 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 the declarants to the MAKAI Country Club, Inc. Such transfer or transfers must be in writing, and may be conditional or revocable by their terms.

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 property of the existence of this Declaration and the covenants and restrictions it contains; and further agree that in every deed or lease of the property or any portion thereof a clause substantially similar to the following shall be inserted.

Makai Property Owners Association
P. O. Box 215
Seal Rock Oregon 97376
August 11, 1983

County Clerk
County of Lincoln
225, West Olive Street
Newport, Oregon 97365.

Subject: - Amendment to Declaration of Covenants and
Restrictions - Makai, Division I (Book 28, pgs 161-170)

The membership of the Makai Property Owners Association (previously known as the Makai Country Club Inc.) has approved a change to the wording of Article 111, Sect. 3 - UNKEPT LOTS (book 28, pg 167), in accordance with Article V, Sect. 2 - Amendment of Declaration.

The present pertinent wording of Art. 111, Sect. 3, reads as follows:

"---maintain the appearance thereof to a condition consistent with that of the other lots within the said property at the expense of the Club (Association)!"

The approved change reads as follows:

"---maintain the appearance thereof to a condition consistent with that of the other lots within the said property at the expense of the property owners."

In effect, the change places the expense of cleaning up unsightly lots with the property owners instead of the Association.

It is requested that your records be duly amended to reflect the above change.



W.J. Tollworthy Secretary/Treasurer
For the Board of Trustees

STATE OF OREGON,)
County of Lincoln) ss

August 13, 1983

Personally appeared the above named W.J. TOLLWORTHY and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Mary E. Quinn
Notary Public for Oregon

My commission expires: 11-19-85

143 363

Faint, mostly illegible typed text, possibly a deed or legal document.

return to:
Makai Properties
P.O. Box 215
Seal Rock, OR. 97376

D 8749

STATE OF OREGON) ss
County of Lincoln
I, Glora A. McEwen, 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 aug. 14, 1983 AM 9:34 PM
Book 143 Page 362
WITNESS my hand and seal of said office affixed
GLOBA A. MCEWEN, County Clerk
by am Curtis Deputy
R. Cash 5

After recording, return to:
Carl H. Helm
P. O. Box 134
Seal Rock, OR. 97376

BOOK 177 PAGE 1201

MAKAI PROPERTY OWNERS ASSOCIATION
BOARD OF DIRECTORS

RESOLUTION No. 1

Be it resolved the Makai property Owners Association's assets, following Dissolution, be as follows:

- (1) All liabilities and obligations of the Corporation shall be paid.
- (2) 1986 dues of 95 paid members be refunded to them.
- (3) Any remaining assets be donated to the Makai Neighborhood Watch Association.
- (4) Any monies paid against the Seven outstanding loans be directed to the Makai Neighborhood Watch Association and said Association deliver necessary Satisfaction of Loan.

Signed, *Carl H. Helm*
President

5-15-86

Sadie Wilkins
Vice-President

Mess & Alvin
Treasurer

MEMBER
Ron Tahala

ENCLOSURE (3)

STATE OF OREGON,

BOOK 177 PAGE 1202

FORM NO. 23 - ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

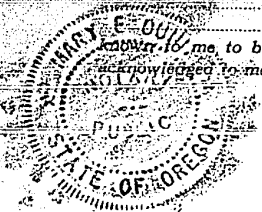
County of Lincoln } ss.

BE IT REMEMBERED, That on this 16th day of May, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Carl H. Nelson; Fred Wilkins & Ben T. Kalla

known to me, to be the identical individual s described in and who executed the within instrument and acknowledged to me that they executed 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.

Mary E. Quinn
Notary Public for Oregon.
My Commission expires 11-19-1989



STATE OF OREGON,

FORM NO. 23 - ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

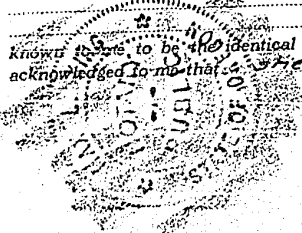
County of Lincoln } ss.

BE IT REMEMBERED, That on this 16th day of May, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Mary E. Quinn

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.

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

William J. Young
Notary Public for Oregon
My Commission expires 5-4-1988



MOTION FOR ADOPTION OF MAKAI PROPERTY
OWNERS ASSOCIATION'S BOARD OF DIRECTORS
RESOLUTION NO. 1 PASSED AT DIRECTORS
MEETING ON MAY 15, 1986.

I MOVE THE MAKAI PROPERTY OWNERS ASSOCIATION'S BOARD OF
DIRECTOR'S RESOLUTION NO. 1 FOR DISSOLUTION OF THE
SAID CORPORATION BE ADOPTED. SAID DISSOLUTION TO BE IN
ACCORDANCE WITH OREGON STATE STATUTES 61.525 and 61.530.

MAKAI PROPERTY OWNER'S ASSOCIATION

SPECIAL MEETING
December 5, 1986

The meeting was called to order by the President acting as Chairman at 2:00 P.M.

OLD BUSINESS:

The motion was made and passed to disband the Architectural Committee pursuant to the resolution to disband the Homeowners Assoc.

A copy of this proceedings shall be attached to the original Resolution No. 1 and made apart thereof.

President *Carl H. Helm*

Vice President *Lesla Wilkins*

Treasurer *Mary E. Dunn*

Member *Ronald A. Kahala*

STATE OF OREGON,

FORM NO. 23 - ACKNOWLEDGMENT
STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

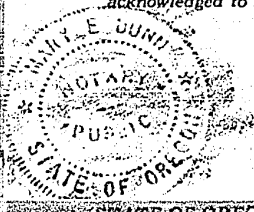
County of *Lincoln* } ss.

BE IT REMEMBERED, That on this *5th* day of *December*, 19*86*, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named *Carl H. Helm; Lesla Wilkins; Ronald A. Kahala*

known to me to be the identical individuals, described in and who executed the within instrument and acknowledged to me that *they* executed 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.

Mary E. Dunn
Notary Public for Oregon
My Commission expires *11-19-1987*



STATE OF OREGON,

STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

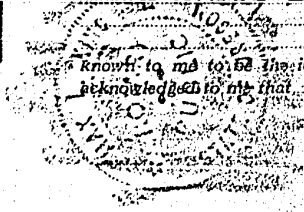
County of *LINCOLN* } ss.

BE IT REMEMBERED, That on this *5th* day of *DECEMBER*, 19*86*, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named *MARY E. DUNN*

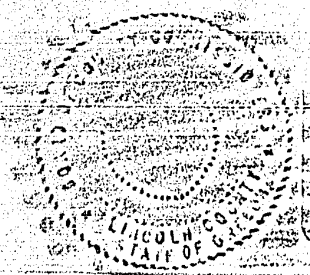
known to me to be the identical individual, described in and who executed the within instrument and acknowledged to me that *SHE* executed the same freely and voluntarily.

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

Mary E. Dunn
Notary Public for Oregon
My Commission expires *3-4-88*



F 777 ✓
MICROFILM



STATE OF OREGON } ss.
 County of Lincoln
 I, Gloria A. McEwen, 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 of Newport, Oregon.
 Date Dec 23, 1986 AM 10:56
 PM _____
 Book 177 Page 1201
 WITNESS my hand and seal of said office affixed.
 GLORIA A. McEWEN, County Clerk
 By [Signature] Deputy
Dec 14 1986