

D. **ATTACHED WRITTEN STATEMENT.** With all land use applications, the “burden of proof” is on the applicant. It is important that you provide information that clearly describes the nature of the request and indicates how the proposal complies with all of the applicable criteria within the Coos County Zoning and Land Development Ordinance (CCZLDO). You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete. A planner will explain which sections of the Ordinance pertain to your specific request. The information described below is required at the time you submit your application. The processing of your application does not begin until the application is determined to be complete. An incomplete application will postpone the decision, or may result in denial of the request. Please mark the items below to ensure your submittal is complete.

Application Check List: Please make off all steps as you complete them.

I. **PROPOSAL AND CRITERIA:** A written statement of intent, attached to this application, with necessary supporting evidence which fully and factually describes the following:

1. Project summary and details including timelines.
2. A complete explanation of how the request complies with the applicable provisions and criteria in the Zoning Ordinance. A planner will explain which sections of the Ordinance pertain to your specific request. You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete. This shall be addressed on the supplemental criteria page (see staff for criteria).

II. **PLOT PLAN OR SKETCH PLAN:** A detailed drawing delineating the following:

- Owner's name, address, and phone number, map and Tax lot number
- North Arrow and Scale - using standard engineering scale.
- Accurate shape and dimensions of parcel, development site, including the lengths of the all property lines.
- Any adjacent public or private roads, all easements and/or driveway locations. Include road names. Driveway location and parking areas, including the distance from at least one property line to the intersection of the driveway and the road (apron area);
- All natural features, which may include, but are not limited to water features, wetlands, ravines, slope and distances from features to structures.
- Existing and proposed structures, water sources, sewage disposal system and distances from these items to each other and the property boundaries.

III. **DEED:** A copy of the current deed, including the legal description, of the subject property.

IV. **CERTIFICATION:** I certify that this application and its related documents are accurate to the best of my knowledge. I am aware that there is an appeal period following the date of the Planning Director’s decision on this land use action. I understand that the signature on this application authorizes representatives of the Coos County Planning Department to enter upon the subject property to gather information pertinent to this request. If this application is refereed directly to a hearings officer or hearings body I understand that I am obligated to pay the additional fees incurred as part of the conditions of approval. I understand that I/we are not acting on the county’s behalf and any fee that is a result of complying with any conditions of approval is the applicants/property owner responsibility. I understand that conditions of approval are required to be complied with at all time and an violation of such conditions may result in a revocation of this permit. If the property owner would like staff to contact a legal representative or consultant please provide the contact information using a consent form.

PROPERTY OWNER SIGNATURES REQUIRED FOR PROCESSING

Leigh Welling

Digitally signed by Leigh Welling
Date: 2024.01.26 16:07:41 -07'00'

ACCESS INFORMATION

The Coos County Road Department will be reviewing your proposal for safe access, driveway, road, and parking standards. There is a fee for this service. If you have questions about these services please contact the Road Department at 541-396-7660.

Property Address: no address has been assigned (listed as 0 Pacific Surf Lane)

Type of Access: Private Easement - Provide Easement Name of Access: driveway

Is this property in the Urban Growth Boundary? No

Is a new road created as part of this request? No

Required parking spaces are based on the use of the property. If this is for a residential use two spaces are required. Any other use will require a separate parking plan submitted that is required to have the following items:

- Current utilities and proposed utilities;
- Roadmaster may require drawings and specs from the Oregon Standards Specification Manual (OSSC) (current edition).
- The location and design of bicycle and pedestrian facilities shall be indicated on the site plan if this is a parking plan;
- Location of existing and proposed access point(s) on both sides of the road where applicable;
- Pedestrian access and circulation will be required if applicable. Internal pedestrian circulation shall be provided in new commercial, office, and multi-family residential developments through the clustering of buildings, construction of walkways, landscaping, accessways, or similar techniques;
- All plans (industrial and commercial) shall clearly show how the internal pedestrian and bicycle facilities of the site connect with external existing or planned facilities or systems;
- Distances to neighboring constructed access points, median openings (where applicable), traffic signals (where applicable), intersections, and other transportation features on both sides of the property;
- Number and direction of lanes to be constructed on the road plus striping plans;
- All planned transportation features (such as sidewalks, bikeways, auxiliary lanes, signals, etc.); and
- Parking and internal circulation plans including walkways and bikeways, in UGB's and UUC's.

Additional requirements that may apply depending on size of proposed development.

- a. Traffic Study completed by a registered traffic engineer.
- b. Access Analysis completed by a registered traffic engineer
- c. Sight Distance Certification from a registered traffic engineer.

Regulations regarding roads, driveways, access and parking standards can be found in Coos County Zoning and Land Development Ordinance [\(CCZLDO\) Article 7](#).

By signing the application I am authorizing Coos County Roadmaster or designee to enter the property to determine compliance with Access, Parking, driveway and Road Standards. Inspections should be made by calling the Road Department at 541-396-7660

Coos County Road Department Use Only

Roadmaster or designee: _____

Driveway Parking Access Bonded Date: Receipt # _____

File Number: DR-

SANITATION INFORMATION

If this is a request for a recreational, commercial, industrial, vacation rental, manufactured home park, mass or small gathering Coos Health and Wellness, Environmental Health Staff will be reviewing the proposal to ensure the use meets environmental health standards for sanitation and water requirements to serve the facility. If the proposal indicates that you are using a community water system a review may be required. A fee is charged for this service and shall be submitted with the application \$83.00. If you have questions about regulations regarding environmental health services please call 541-266-6720. This form is required to be signed off for any type of subdivision, recreational, commercial, industrial, vacation rental, manufactured home park, mass or small gathering.

Water Service Type: On-site Well

Sewage Disposal Type: On-site septic

Please check if this request is for industrial, commercial, recreational or home base business use and complete the following questions:

- How many employees/vendors/patrons, total, will be on site?
- Will food be offered as part of the an on-site business?
- Will overnight accommodations be offered as part of an on-site business?
- What will be the hours of operation of the business?

Please check if the request is for a land division.

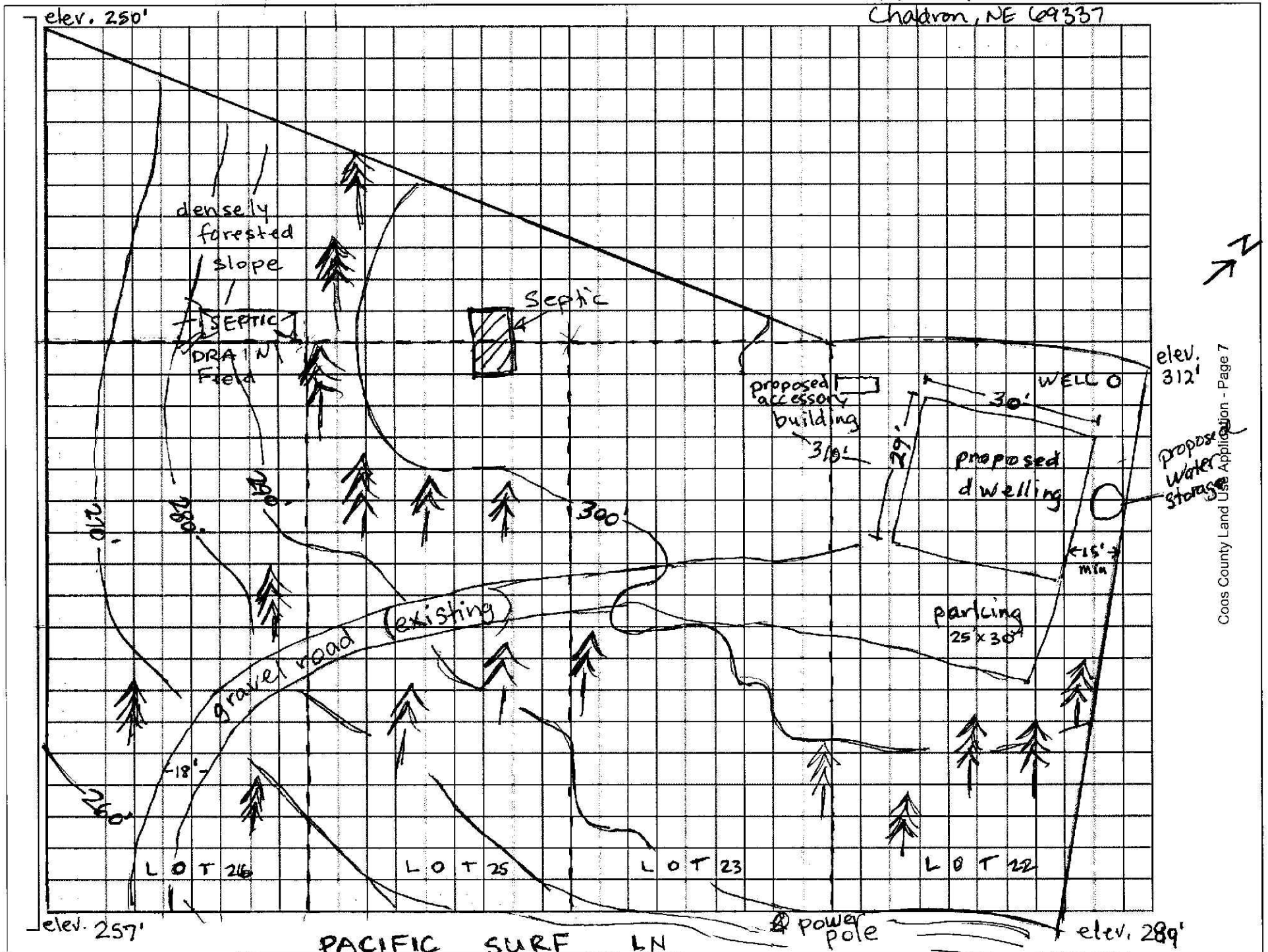
Coos County Environmental Health Use Only:

Staff Reviewing Application: _____

Staff Signature: _____

- This application is found to be in compliance and will require no additional inspections
- This application is found to be in compliance but will require future inspections
- This application will require inspection prior to determining initial compliance. The applicant shall contact Coos Health and Wellness, Environmental Health Division to make an appointment.

Additional Comments:



LEGEND

- CALCULATED POINT
- ⊙ FOUND PROPERTY CORNER

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PROVIDE A TOPOGRAPHICAL MAP OF A PARCEL OF LAND OWNED BY LEIGH WELLING AS DESCRIBED IN INSTRUMENT NO. 2019-09313, DEED RECORDS OF COOS COUNTY, OREGON. TIES WERE MADE TO FOUR EXISTING CORNERS AND THESE ARE SHOWN ON THE MAP. IN ADDITION, PORTIONS OF THE NORTHERLY AND WESTERLY LINE WERE BRUSHED AND FLAGGED.

THE LIDAR IMAGERY WAS DOWNLOADED FROM 2014 USACE NCMP TOPOBATHY LIDAR. ADDITIONAL GROUND SHOTS WERE CONDUCTED IN VARIOUS LOCATIONS AND THESE FIT THE LIDAR TOPOGRAPHY FAIRLY WELL. CONTOUR INTERVALS WERE ALSO CREATED FROM THIS LIDAR USING 2' MINOR AND 10' MAJOR CONTOURS.

BASIS OF BEARINGS

OREGON REAL-TIME GNSS NETWORK
 OREGON COORDINATE REFERENCE SYSTEM
 OREGON COAST ZONE
 NAD 1983(2011) EPOCH 2010 INTERNATIONAL FEET
 AVERAGE COMBINED SCALE FACTOR (GRID TO GROUND) = 1.00000005

HORIZONTAL CONTROL FOR THIS SURVEY IS BASED ON ORGN CELL-BASED NETWORK. VERTICAL CONTROL IS BASED ON 1988 NAVD PER ORGN.

EQUIPMENT USED

SURVEY TOTAL STATION: TRIMBLE ROBOTIC S6.
 SURVEY GPS: TRIMBLE R10
 SURVEY SOFTWARE: SURVEY PRO AND CIVIL 3D.

THE DYER PARTNERSHIP ENGINEERS HAS NOT MADE AN INDEPENDENT SEARCH FOR NOR DOES THIS MAP NECESSARILY INDICATE ALL EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, WATER RIGHTS, OR ANY OTHER FACT THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. NOT ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ON OR ADJACENT TO THE SITE WERE LOCATED. ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS PART OF THIS SURVEY.

PLOT DATE May 20, 2021

5/20/2021 12:12:59 PM

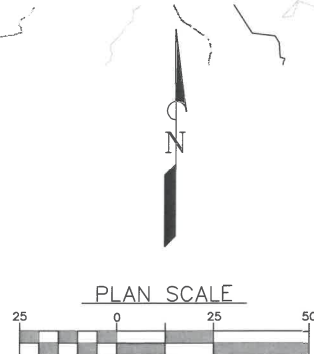
\\dyer2\dyer-part\A\projects\900 Misc Survey\900.199 Leigh Welling.dwg. 5/20/2021 12:12:59 PM

REGISTERED PROFESSIONAL LAND SURVEYOR



OREGON
 JULY 26, 1988
 MICHAEL W. ERICKSON
 2340

EXPIRES: 12-31-21



THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC.
 1330 TEAKWOOD AVE.
 COOS BAY, OREGON 97420
 TELEPHONE: (541) 269-0732

LINE IS 2 INCHES AT FULL SCALE
 IF NOT 2" - SCALE ACCORDINGLY

TOPOGRAPHIC SURVEY FOR: LEIGH WELLING

LOCATED IN: SW 1/4 OF SW 1/4 OF SECTION 33, T.26S., R.14W., W.M. COOS COUNTY, OREGON

PROJECT NO.

900.199

DATE

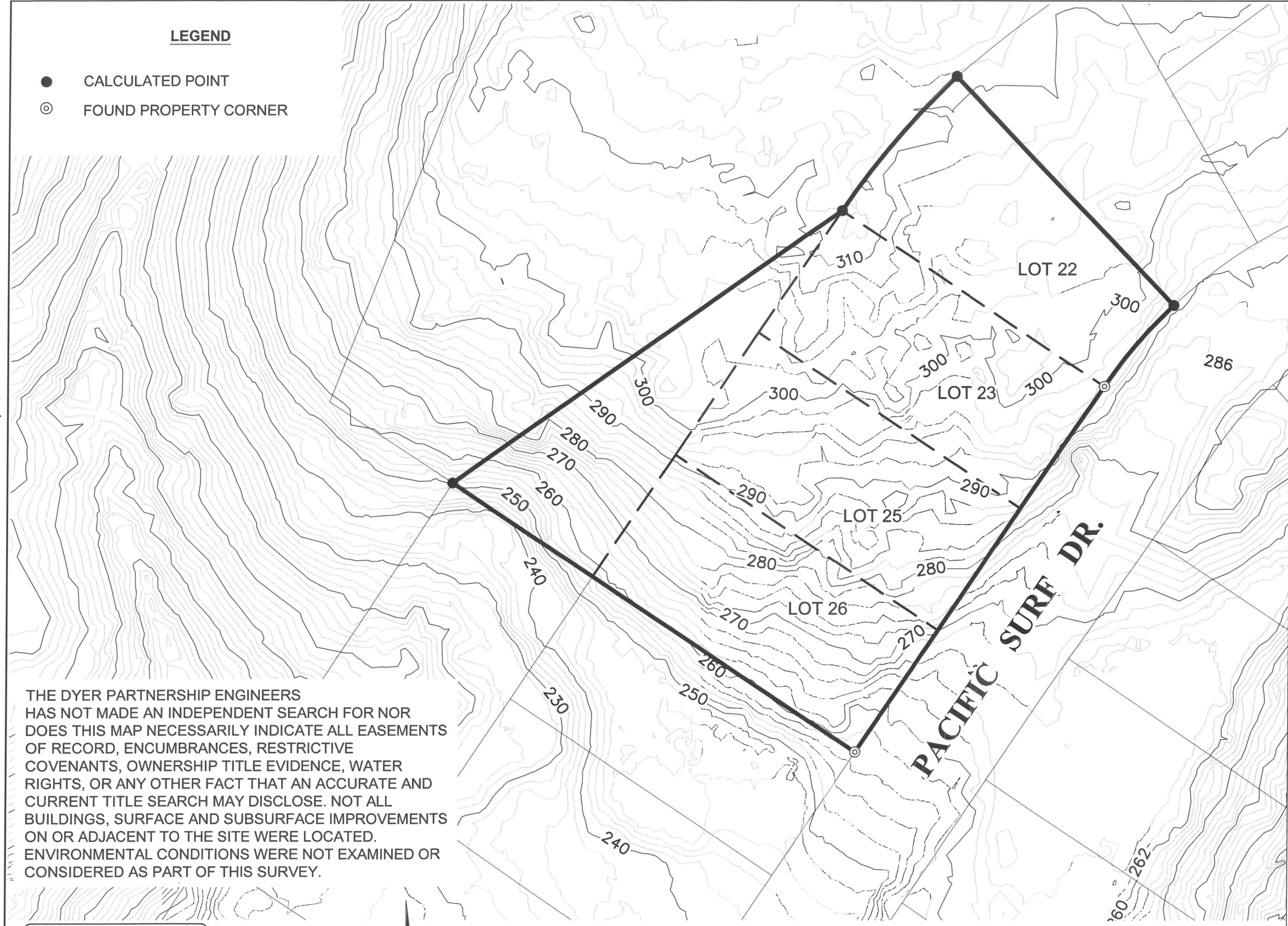
MAY, 2021

DRAWING NO.

S1

SHEET NO.

1 OF 1



WRIGHTS BUSINESS ENTERPRISES, INC.

PO Box 1140
COOS BAY, OR 97420
CCB#85085 LIC#1736

Invoice

Date	Invoice #
7/27/23	49431

Bill To
LEIGH WELLING 26611 US HWY 385 HOT SPRINGS, SD 57447 wellingleigh@gmail.com

Ship To

P.O. No.

Terms
SPECIAL

Due Date
7/27/23

PROJECT

Qty	Description	Amount
	SANSARIA SUBDIVISION PACIFIC SURF 26S/14W/33 TL 4400 907-903-5953 605-745-1129	
188	6" CONSOLIDATED DRILLING @ 23.5 PER FOOT	4,418.00
18	ANNULAR SEAL BENTONITE 10 BAGS 20' DEEP (ANY ADDITIONAL BAGS NEEDED WILL BE BILLED AT \$16.50 PER BAG)	387.00
1	6" DRIVE SHOE	145.00
20	6" STEEL WELL CASING @ 33.00 PER FOOT WELDED AND INSTALLED	700.00
180	WELL LINER PERFORATED 4" @ 13.25 PER FOOT	2,385.00
1	SANITARY WELL CAP	28.00
1	STATE START CARD AND STATE RECORDING FEE INCLUDES OUR PROCESS AND HANDLING OF \$35	685.00
1	MOBILIZATION TO AND FROM DRILL SITE	550.00

ANY QUESTIONS PLEASE CALL 541-269-1048 or 541-404-9268

Total	USD 9,298.00
Payments/Credits	USD -5,000.00
Balance Due	USD 4,298.00
Web Site	

Phone #
1-541-269-5343

pd 8/22/23
check # 1230 - Chase

RECORDING REQUESTED BY:



300 Anderson Ave
Coos Bay, OR 97420

GRANTOR'S NAME:
Jodi L. Matt and John A. Matt

GRANTEE'S NAME:
Leigh Welling

AFTER RECORDING RETURN TO:
Order No.: 360619028540-LS
Leigh Welling
11161 Briggs Court
Anchorage, AK 99516

SEND TAX STATEMENTS TO:
Leigh Welling
11161 Briggs Court
Anchorage, AK 99516

APN: 7500200
Map: 26S-14W-33CC-4400
0 Pacific Surf Lane, 26S-14W-33CC-4400, Bandon, OR 97411

Coos County, Oregon	2019-09313
\$101.00 Pgs=4	10/15/2019 01:14 PM
eRecorded by: TICOR TITLE COOS BAY	
Debbie Heller, CCC, Coos County Clerk	

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Jodi L. Matt and John A. Matt, Grantor, conveys and warrants to Leigh Welling, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Coos, State of Oregon:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS SEVENTY-FOUR THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$74,250.00). (See ORS 93.030).

Subject to:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

RECORDING REQUESTED BY:



300 Anderson Ave
Coos Bay, OR 97420

GRANTOR'S NAME:

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Leigh Welling

AFTER RECORDING RETURN TO:

Order No.: 360619028540-LS
Leigh Welling
11161 Briggs Court
Anchorage, AK 99516

SEND TAX STATEMENTS TO:

Leigh Welling
11161 Briggs Court
Anchorage, AK 99516

APN: 7500200

Map: 26S-14W-33CC-4400

0 Pacific Surf Lane, 26S-14W-33CC-4400, Bandon, OR 97411

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STATUTORY WARRANTY DEED

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 10-11-19

Jodi L. Matt
Jodi L. Matt

John A. Matt
John A. Matt

State of Texas

County of Fort Bend

This instrument was acknowledged before me on October 11, 2019
by Jodi L. Matt and John A. Matt.

Karissa Nicole Hubbard-Graves
Notary Public - State of Texas

My Commission Expires: 2/16/2021



EXHIBIT "A"
Legal Description

Lots 23, 24, 25 and 26, Block 6, PLAT OF FIRST ADDITION TO SANSARIA, Coos County, Oregon.

ALSO Beginning at the Southwest corner of Lot 26, Block 6, Plat of First Addition to Sansaria in Section 33, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, at which a 3/4 inch iron pipe is set per Plat; thence North 56° 28' 24" West 80.04 feet to 1 5/8 inch iron rod set per boundary adjustment survey CS 21B31B, Records of Coos County Surveyor to the true point of beginning; thence North 54° 39' 26" East 222.87 feet to the Southeast corner of Lot 14, Block 6, Plat of First Addition to Sansaria, Coos County, Oregon; thence South 33° 36' 37" West (South 33° 30' 00" West, Plat) 210.22 feet along the West line of Lots 24, 25 and 26 of Block 6, to the Southwest corner of Lot 26 at which a 3/4 inch iron pipe is set per said Plat; thence North 56° 28' 24" West 80.04 feet to a 5/8 inch iron rod being the true point of beginning.

EXHIBIT "B"
Exceptions

Subject to:

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2019-2020.
2. Easements, conditions, restrictions and notes as delineated on the recorded plat of First Addition to Sansaria.
3. Easements, conditions, restrictions and notes as delineated on the recorded plat of Sansaria.
4. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: June 24, 1968
Recording No: 68-6-29491
Amendment(s)/Modification(s) of said covenants, conditions and restrictions

Recording Date: June 10, 1985
Recording No: 85-2-7840
Amendment(s)/Modification(s) of said covenants, conditions and restrictions

Recording Date: December 31, 1997
Recording No: 97-12-1213
Amendment(s)/Modification(s) of said covenants, conditions and restrictions

Recording Date: April 14, 2000
Recording No: 2000-3615
Amendment(s)/Modification(s) of said covenants, conditions and restrictions

Recording Date: May 31, 2005
Recording No: 2005-7673
Amendment(s)/Modification(s) of said covenants, conditions and restrictions

Recording Date: April 30, 2005
Recording No: 2005-7674
Amendment(s)/Modification(s) of said covenants, conditions and restrictions

Recording Date: May 31, 2005

Recording No: 2005-7675

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Recording Date: June 10, 1985

Recording No: 85-2-7840

6. Matters contained in that certain Road Maintenance Agreement which document, among other things, may provide for liens and charges.

Executed by: Melvin L. McDougal and Francis L. Carrington

Recording Date: May 19, 1998

Recording No: 98-5-0767

7. Reference is hereby made to said document for full particulars.
By-laws of Sansaria Owner's Association

Recording Date: May 31, 2005

Recording No.: 2005-7674

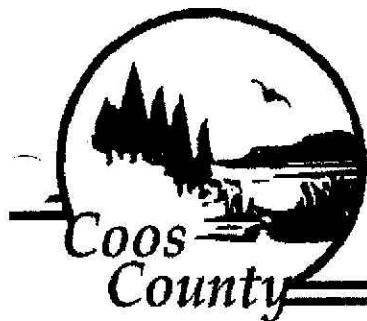
Liens and assessments, if any, by the Sansaria Owners' Association

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Sansaria Owners' Association

Recording Date: July 18, 2011

Recording No: 2011-5623



Coos County Planning Department

Coos County Courthouse Annex, Coquille, Oregon 97423

(541) 396-3121 Ext.210

FAX (541) 396-2690 / TDD (800) 735-2900

PATTY EVERNDEN

PLANNING DIRECTOR

April 26, 2005

Steve Stalcup
3682 Tremont
North Bend, Oregon 97459

RE: Template Dwelling
Pre-Eligibility Application
(PE-05-06) T.26, R.14, S.33CC, TL# 4400, 4500 and 4600

Dear Mr. Stalcup:

The Planning Department has reviewed the submitted pre-eligibility application to determine if the property meets the criteria set forth in Article 4.8 of the Coos County Zoning and Land Development Ordinance (CCZLDO) for a template dwelling.

Section 4.8.525(B)(3) of the CCZLDO states a lot or parcel on which the dwelling is to be located is predominantly composed of soils that are capable of producing the following cubic feet per acre per year:

	Cf/Ac/Yr of Growth		
	0-49	50-85	+85
Required minimum number of lots or parcels or portions thereof existing on January 1, 1993, with a 160-acre rectangle centered on the subject tract.	3	7	11
Required minimum number of dwellings existing on January 1, 1993, on the lots or parcels.	3	3	3

NOTE: Lots or parcels within urban growth boundaries shall not be used to satisfy the above requirements.

The cubic foot per acre per year of growth has been determined by the Planning Department to be 204.

Article 4.8 of the CCZLDO requires 11 parcels and 3 dwellings within a 160-acre template established prior to January 1, 1993. There are 140 parcels and 3 dwellings within the 160-acre template established prior to January 1, 1993. Therefore, the property meets the criteria set forth in Article 4.8 of the CCZLDO for a template dwelling. Attached you will find the "Template" map implementing the above identified method.

If you have any questions please do not hesitate to contact the Planning Department at (541) 396-3121 ext. 210 or by email at squeen@co.coos.or.us. The Coos County Planning Department is open to the public Monday through Thursday from 8 a.m. to 5 p.m. (closed for lunch from 12 p.m. to 1 p.m.). For your information, you can access all permit application forms as well as other information pertaining to the Coos County Planning Department online at www.co.coos.or.us/planning/.

Sincerely,
Coos County Planning Department



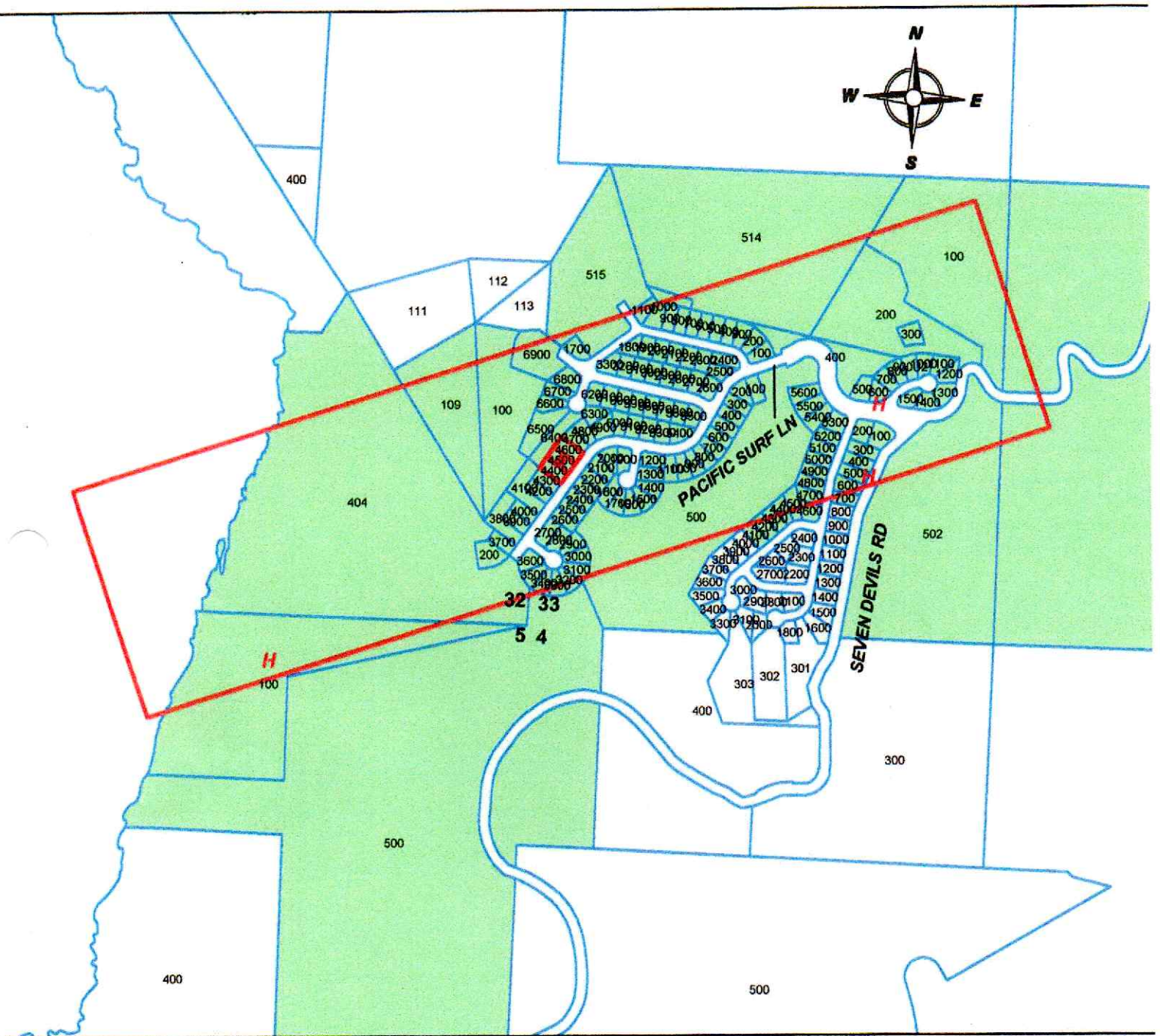
Staci Queen, Planner II

SQ/mos

C: Fralen Properties, Owner
Bandon Rural Fire Protection District
Coos Bay/North Bend Water Board
Coos Bay School District #9
File

TEMPLATE = 1 MILE X 1/4 MILE

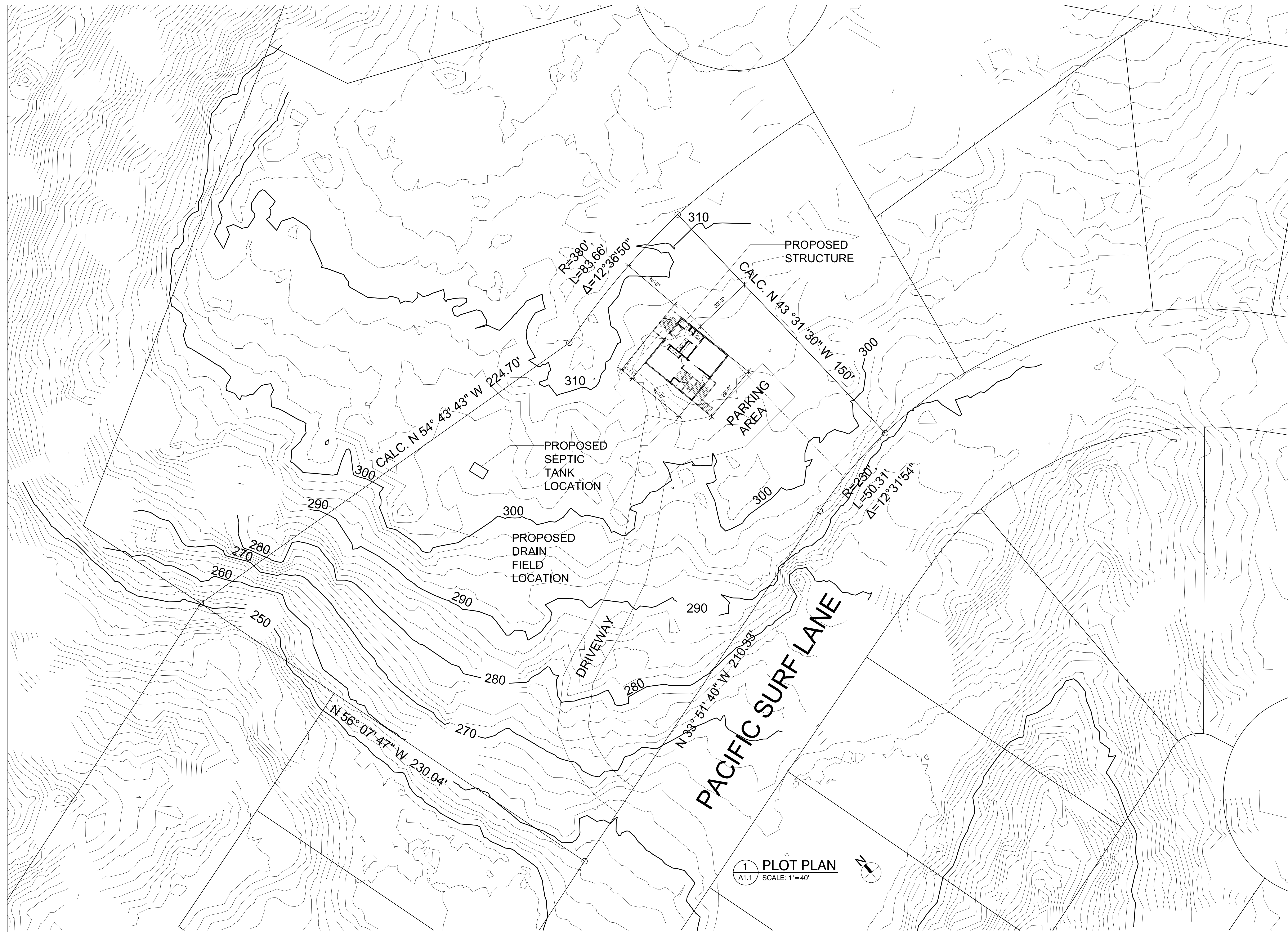
1" = 800'



H, MH = DWELLINGS

GREEN = PARCELS WITHIN TEMPLATE

**NOTE: 26-14-32 TL 109, 26-14-33 TL 514, 515
NOT ALLOWED. CREATED after Jan. 1, 1993**



PROJECT NO.: 21.53

WELLING RESIDENCE

26S14W33CC, TAX LOT 4400
PACIFIC SURF LANE OFF OF SEVEN DEVILS RD.,
COOS COUNTY, OREGON

CONSTRUCTION

REVISIONS:

#	DATE	DESCRIPTION

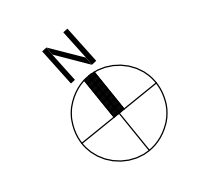
DATE: APRIL 2024

SHEET TITLE:

PLOT PLAN

A1.1

1 PLOT PLAN
A1.1 SCALE: 1"=40'



Coos County Land Use Permit Application for Dwelling in the Forest
township 26 South, Range 14 West, Section 33CC, Tax Lot 4400

Part D: Written Responses submitted by Leigh Welling

Applicant Proposal: This is an application for Conditional Land Use to construct a single-family home in the Sansaria development based on criteria for Forest Template Dwelling. The development is zoned as Forest. The proposed dwelling is approximately 2,500 sf and 2.5 storys. The lower level is a walk out 2-car garage, which faces southeast and provides the foundation for the upper 2 storys. There is a main and an upper level above the garage. Associated developments include improving the driveway; an attached outdoor deck on the west side; power; a primary septic installation and identified location for a backup drain field on the sloped area to the west; a well; a 2500 gallon water storage tank located along the E/NE side of the house; and a small wellhouse on the W/NW side of the house to provide access and maintenance for the water supply. Additional parking of up to 3 vehicles will be available at the end of the driveway in front of the main entrance and the garage. No other structures are proposed. Fuel breaks will be maintained around all structures.

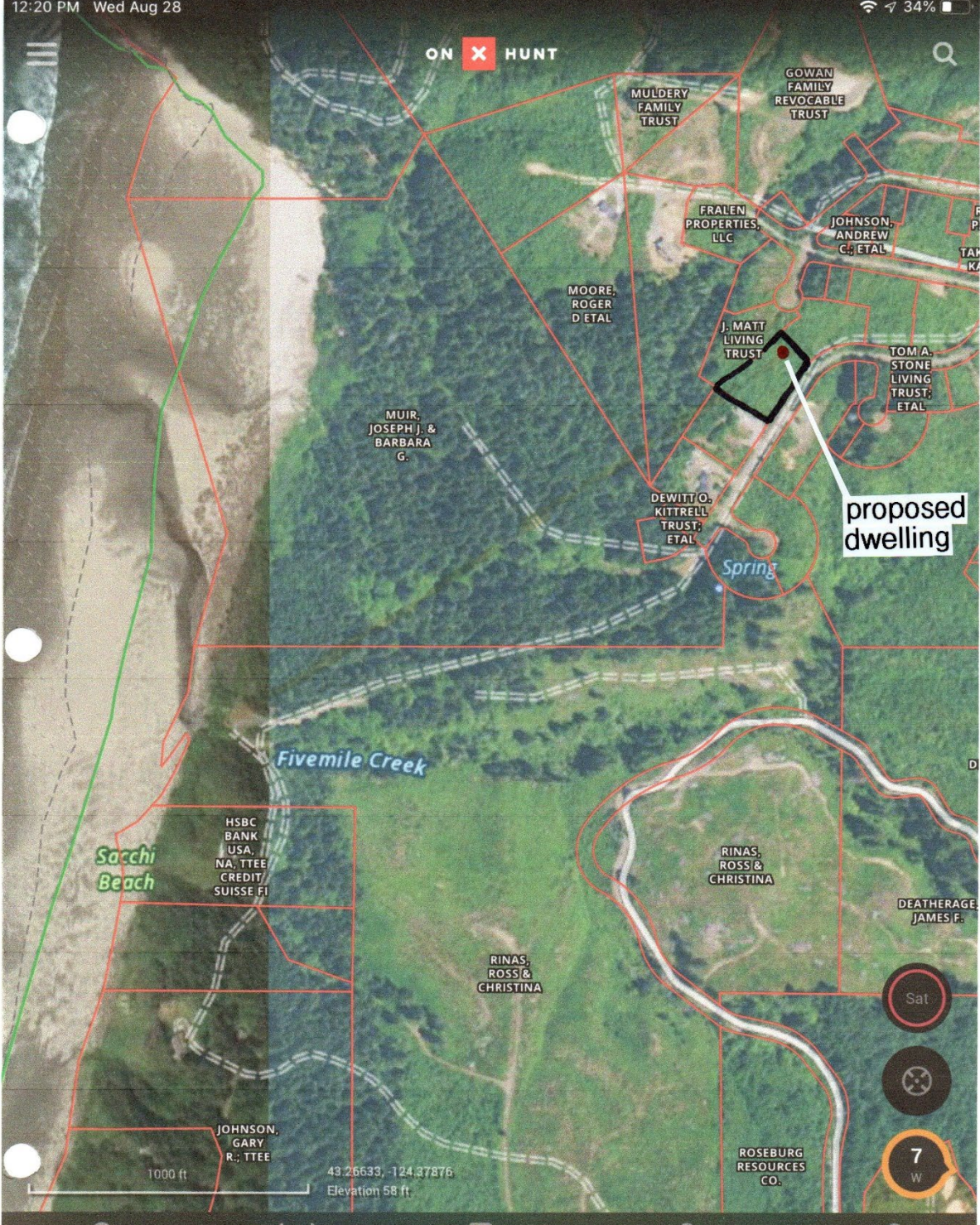
Site and Community Overview: The property is located in the southwest corner of Lot 26, Block 6, Plat of First Addition to Sansaria development in Section 33, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

Sansaria is a small, gated community off Seven Devils Road. It is composed primarily of retirees and seasonal occupants. The main access road is Pacific Surf Lane, which connects from Seven Devils Rd west to Sacchi Beach. Sacchi Beach lies between Cape Arago to the north and Seven Devils State Recreation Area to the south and is fed by Five-Mile Creek. The original Sansaria property was acquired by Chesterfield Land Corporation in December 1967. Chesterfield filed the Plat of Sansaria and the original Protective Covenants on 6/24/1968 (68-6-29491). Several modifications and amendments to the Sansaria Covenants, Conditions, and Restrictions have been filed as referenced in the Warranty Deed (2000-3615; 2005-7673; 2005-7674; 2005-7675). Easements provided to the property owner include access to Pacific Surf Lane and to the ocean beaches (85-2-7840; 97-12-1213; 98-5-0767; 2011-5623). These documents are sent with this application along with the deed.

The current tax lot for the property is listed as 4400, which is a consolidated property that originally consisted of tax lots 4400, 4500, and 4600, and a portion of lots 4700 and 6400. These were consolidated on 12/23/2005. The property is 1.15 acres and slopes from the northeast to the southwest. The dwelling will be sited on the higher elevation flat area in the northern portion.

Subject Property Current Conditions: The property is zoned forest. Primary timber has been harvested and the site is regrown with a mixture of small to medium sized trees (less than 8 inches diameter) and dense shrubby undergrowth. Some old growth occurs on the highly sloped southwestern portion of the property. The house site, which is located at the higher elevation, has been cleared of secondary growth to enable siting. A gravel driveway has been installed to provide initial access to the cleared areas. Additional clearing of underbrush is expected to facilitate siting and installation of the septic system. A well has been drilled to determine water availability. The well is located at the highest point on the property at northernmost corner. Specifications for the well are attached - the flow rate is around 4 gal per min. Other than the well and roughed-in driveway, no structures exist on the property.

ON X HUNT



proposed dwelling

Fivemile Creek

Sacchi Beach

1000 ft

43.26633, -124.37876
Elevation 58 ft.

Sat

7 W

Forest Template Dwelling Supplemental Application: Welling
Coos County Zoning and Land Development Ordinance (CCZLDO)

SECTION 4.6.100 FOREST AND FOREST MIXED USE – USE TABLES Table 1 identifies the uses and activities in the Forest (F) and Forest/Mixed Use (FMU) zone. The tables describe the use, type of review, applicable review standards. Development shall also comply with Section 4.6.140 Development and Siting Standards. All dwellings and structures are subject to the siting standards found in Section 4.6.130. Exceptions to minimum lot and parcel sizes for the purpose of land division may apply as set out in Section 4.6.145 Land Division for Open Space and Special Assessment, and Section 4.6.145 Exceptions to Minimum Parcel Size. Properties that are located in a Special Development Consideration and/or overlays shall comply with the applicable review process identified by that Special Development Consideration and/or overlay located in Article 4.11.

If a use specifically states Forest Mixed Use only it is not permitted in the Forest Zone. If land is in a zone that allows both farm and forest uses, a dwelling may be sited based on the predominate use of the tract on January 1, 1993.

SECTION 4.6.110 (OAR 660-006-0025) Uses Authorized in Forest Zones (1) Goal 4 requires that forest land be conserved. Forest lands are conserved by adopting and applying comprehensive plan provisions and zoning regulations consistent with the goals and this rule. In addition to forest practices and operations and uses auxiliary to forest practices, as set forth in ORS 527.722, the Commission has determined that five general types of uses, as set forth in the goal, may be allowed in the forest environment, subject to the standards in the goal and in this rule. These general types of uses are: (a) Uses related to and in support of forest operations; (b) Uses to conserve soil, air and water quality and to provide for fish and wildlife resources, agriculture and recreational opportunities appropriate in a forest environment; (c) Locationally dependent uses, such as communication towers, mineral and aggregate resources, etc.; (d) Dwellings authorized by ORS 215.705 to 215.755; and (e) Other dwellings under prescribed conditions.

Use	TR	Subject to
Dwellings authorized by ORS 215.705 to 215.755; and (e) Other dwellings under prescribed conditions.		
63. Template Dwelling (Alternative forestland dwellings ORS 215.750)	ACU	(9)(B)(II), (9)(C)

(9)(B) DWELLING ON FOREST AND FOREST MIXED USE ZONES -

(II) Template Dwelling - 215.750 Alternative forestland dwellings; criteria.

- (1) In western Oregon, a governing body of a county or its designate may allow the establishment of a single family “template” dwelling authorized under ORS 215.750 on a lot or parcel located within a forest zone if the lot or parcel is predominantly composed of soils that are:
 - (a) Capable of producing zero to 49 cubic feet per acre per year of wood fiber if:

- (A) All or part of at least three other lots or parcels that existed on January 1, 1993, are within a 160-acre square centered on the center of the subject tract; and
- (B) At least three dwellings existed on January 1, 1993 and continue to exist on the other lots or parcels.
- (b) Capable of producing 50 to 85 cubic feet per acre per year of wood fiber if:
 - (A) All or part of at least seven other lots or parcels that existed on January 1, 1993, are within a 160-acre square centered on the center of the subject tract; and
 - (B) At least three dwellings existed on January 1, 1993 and continue to exist on the other lots or parcels.
- (c) Capable of producing more than 85 cubic feet per acre per year of wood fiber if:
 - (A) All or part of at least 11 other lots or parcels that existed on January 1, 1993, are within a 160-acre square centered on the center of the subject tract; and
 - (B) At least three dwellings existed on January 1, 1993 and continue to exist on the other lots or parcels.
- (d) As used in this section, “center of the subject tract” means the mathematical centroid of the tract.
- (2) The following review standards apply to “template” dwellings approved under this rule:
 - (a) Lots or parcels within urban growth boundaries may not be used to satisfy the eligibility requirements under this rule.
 - (b) Except as provided by subsection (c) of this section, if the tract under section (1) of this rule abuts a road¹ that existed on January 1, 1993, the measurement may be made by creating a 160-acre rectangle that is one mile long and one-quarter mile wide centered on the center of the subject tract and that is to the maximum extent possible, aligned with the road.
 - (c) If the:
 - (A) Tract 60 acres or larger described under section (1) of this rule abuts a road or perennial stream, the measurement shall be made in accordance with subsection (b) of this section. However, one of the three required dwellings must be on the same side of the road or stream as the tract, and:
 - (i) Be located within a 160-acre rectangle that is one mile long and one-quarter mile wide centered on the center of the subject tract and that is, to the maximum extent possible aligned with the road or stream; or
 - (ii) Be within one-quarter mile from the edge of the subject tract but not outside the length of the 160-acre rectangle, and on the same side of the road or stream as the tract.
 - (B) Road crosses the tract on which the dwelling will be located, at least one of the three required dwellings shall be on the same side of the road as the proposed dwelling.
 - (d) Notwithstanding subsection (6)(a) of this rule, if the acknowledged comprehensive plan and land use regulations of a county require that a dwelling be located in a 160-acre square or rectangle described in sections (3) and (4) of this rule or subsections (b) or (c) of this section, a dwelling is in the 160-acre square or rectangle if any part of the dwelling is in the 160-acre square or rectangle.

¹ The statutory definition of “public road” at ORS 368.001(5) is not applicable to approval of a forest template dwelling required by ORS 215.750(5) to be located on a tract that abuts a “road.” Interpretation of a local code requirement that such dwellings be located on a “public road” is controlled by local legislative intent rather than by statute. *Petersen v. Yamhill County*, 33 Or LUBA 584 (1997). The road may be public or private as long as it has been existence and continued to be in existence since January 1, 1993 and meets the following local definition: A public or private way created or intended to provide ingress or egress for persons to one or more lots, parcels, areas, or tracts of land. A road does not include: (a) driveway located exclusively on the same lot, parcel or tract of land as the use it serves; (b) a private way that is created or intended to provide ingress or egress to such land in conjunction with the use of such land exclusively for forestry, mining, or agricultural purposes.

- (3) A proposed “template” dwelling under this rule is allowed only if:
 - (a) It will comply with the requirements of an acknowledged comprehensive plan, acknowledged land use regulations, and other provisions of law;
 - (b) It complies with the requirements of OAR 660-006-0029 and 660-006-0035;
 - (c) No dwellings are allowed on other lots or parcels that make up the tract and deed restrictions established under section (5) of this rule for the other lots or parcels that make up the tract are met;
 - (d) The tract on which the dwelling will be sited does not include a dwelling.
 - (e) The lot or parcel on which the dwelling will be sited was lawfully established.
 - (f) Any property line adjustment to the lot or parcel complied with the applicable property line adjustment provisions in ORS 92.192.
 - (g) Any property line adjustment to the lot or parcel after January 1, 2019, did not have the effect of qualifying the lot or parcel for a dwelling under this section; and
 - (h) If the lot or parcel on which the dwelling will be sited was part of a tract on January 1, 2019, no dwelling existed on the tract on that date, and no dwelling exists or has been approved on another lot or parcel that was part of the tract.
- (4) Subsection (1)(d) and (3)(e) through (4) of Section (II) TEMPLATE DWELLING applies:
 - (a) On and after November 1, 2021 in Columbia, Coos, Curry, Deschutes, Douglas, Josephine, Linn, Marion, Washington, and Yamhill Counties with following limited exception:
 - (A) Prior to November 1, 2023, the county may allow the establishment of a single-family dwelling on a lot or parcel that was part of a tract on January 1, 2021, if;
 - (i) No more than one other dwelling exists or has been approved on another lot or parcel that was part of the tract; and
 - (ii) The lot or parcel qualifies, notwithstanding subsection (3)(h), for a dwelling under section (1) of this rule.
- (5) When the lot or parcel on which the dwelling will be located is part of a tract, the remaining portions of the tract shall be consolidated into a single lot or parcel and a deed restriction using the form provided in OAR 660-06-027(6), "Exhibit A," shall be completed and recorded with Coos County Clerk. The covenants, conditions and restrictions in the deed restriction:
 - (a) The covenants, conditions and restrictions are irrevocable, unless a statement of release is signed by an authorized representative of the county or counties where the property subject to the covenants, conditions and restrictions is located.
 - (b) Enforcement of the covenants, conditions and restrictions may be undertaken by the department or by the county or counties where the property subject to the covenants, conditions and restrictions is located.
 - (c) The failure to follow the requirements of this section shall not affect the validity of the transfer of property or the legal remedies available to the buyers of property that is subject to the covenants, conditions and restrictions required by this section.

The county planning director shall maintain a copy of the covenants, conditions and restrictions filed in the county deed records pursuant to this section and a map or other record depicting tracts do not qualify for the siting of a dwelling under the covenants, conditions and restrictions filed in the county deed records pursuant to this section. The map or other record required by this subsection shall be readily available to the public in the county planning office.

Response to SECTION 4.6.110(9)(B)(II)

Applicant Response: The Coos County Planning Department determined the subject property to be capable of producing 204 cubic feet per acre per year (see attached letter dated 4/26/2005). This determination was based on a pre-eligibility application submitted by Steve Stalcup utilizing information from the U.S. Conservation Service (soil survey of Coos County and productivity mapping of forestlands). The data used and calculations are shown below:

Soils		Area		Productivity	
A. Soil Type	B. Site Index	C. Grid Squares Per Soil Type	D. Acres Per Soil Type	E. Cu.Ft. Per Acre Per Year	F. Cu.Ft. Per Acre Per Year
54B	137	100%	1.01	204	206
G.TOTAL		1. 100%	2. 1.01	204	3. 206

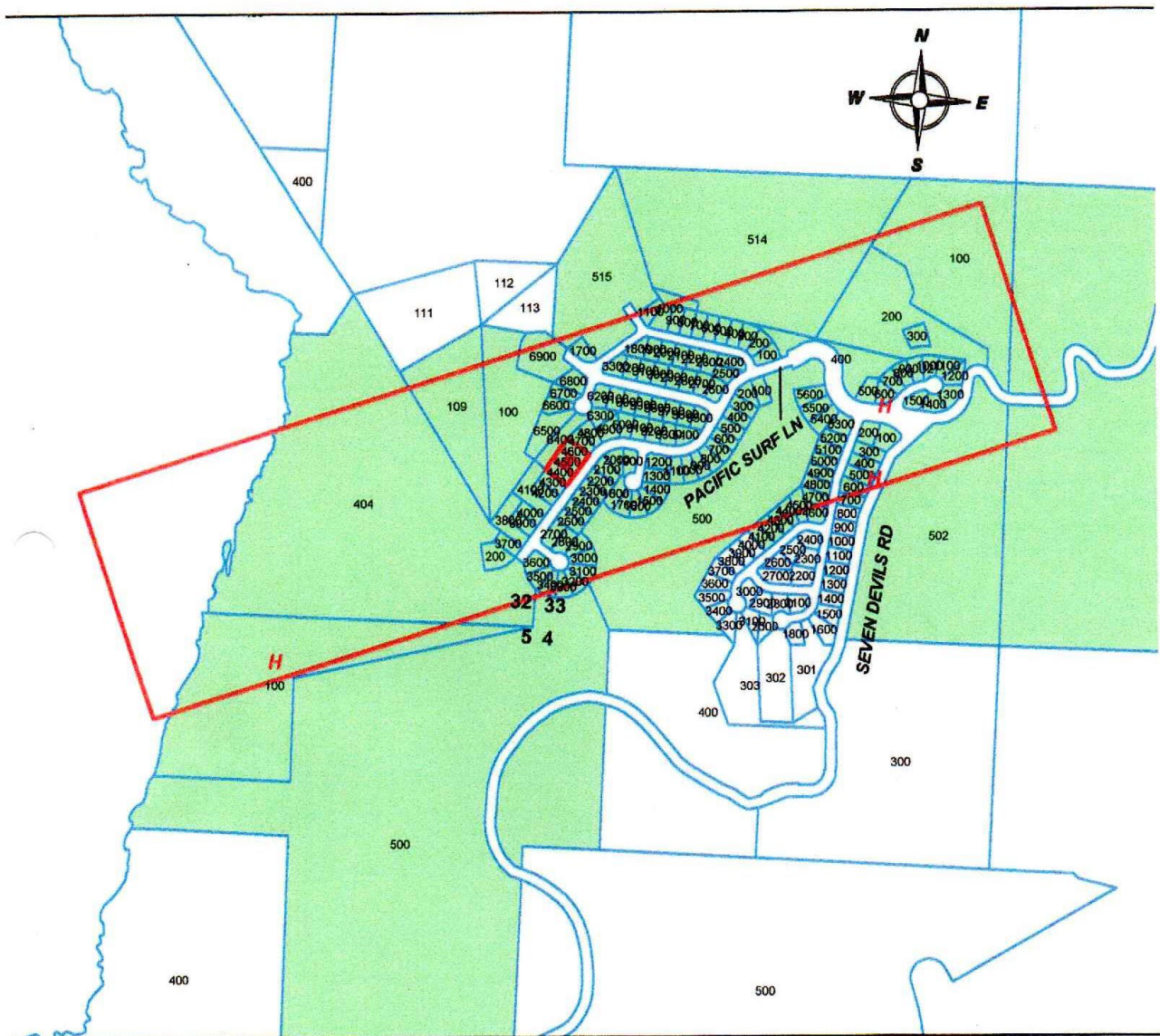
- A. From "Soil Survey of Coos County, Oregon" Map.
- B. From "Soil Survey of Coos County, Oregon" Woodland Management and Productivity Table.
- C. Using Grid Overlay and Counting Grid Squares of each Soil Type within Parcel.
- D. $[(\text{Number of Grid Squares Per Soil Type}) \times (\text{Total Acres})] \text{ Divided by Total Grid Squares} = \text{Acres Per Soil Type}.$
- E. From "U.S. Soil Conservation Service Publication" "Productivity Mapping of Forestland" Site Index Yield Chart.
- F. $\text{Multiply III.E.} \times \text{III.D.} = \text{Cubic Foot Production Per Acre Per Year}.$

Using the determination of 204 cubic feet production per acre per year, the applicable criterion for the subject property is (1)(c) capable of producing more than 85 Cf/Ac/Yr.

The "Template" map below demonstrates the subject property centered within a 160-acre rectangle. The data cited for the map are from the 1992 Assessor files. This establishes the subject property meet criteria (1)(c) (A) all or part of at least 11 other lots or parcels that existed on January 1, 1993 were within a 160 acre square centered on the tract; and (B) at least 3 dwellings existed on January 1, 1993 on the other parcels. Specific lot information to support this is given in questions 5b and 5c below.

TEMPLATE = 1 MILE X 1/4 MILE

1" = 800'



H, MH = DWELLINGS

GREEN = PARCELS WITHIN TEMPLATE

**NOTE: 26-14-32 TL 109, 26-14-33 TL 514, 515
NOT ALLOWED. CREATED after Jan. 1, 1993**

Questions to Answer:

1. Has your property been involved in a property line adjustment?

Applicant Response: My records indicate three lots (4400, 4500, and 4600) and a portion of lots 4700 and 6400 were consolidated into one lot (4400) for tax purposes on 12/23/2005 (see attached Consolidation Form from the Coos County Assessor's Office). The consolidation and any adjustments to property lines were done by Coos County and in accordance with provisions in ORS 92.192.

2. Was your property part of a tract on January 1, 2019? Tract means same ownership as an abutting property.

Applicant Response: No. The property was owned by Jodi and John Matt, who did not own any adjacent or abutting property. I purchased the property 10/15/2019.

3. Was your property part of a tract on January 1, 2021?

Applicant Response: No, I owned the property on 1/1/2021 and did not own any other properties in this area.

4. Did you own abutting property as of January 1, 2021 that contained another dwelling or dwelling authorization? Please list all properties within your ownership that were abutting.

Applicant Response: No, I did not. Listing properties is not applicable.

5. Do you have a current template map completed?

Applicant Response: Yes. See the map referenced above.

a. Which template did you apply and why? (See Section I & II)

Applicant Response: The applicable criteria are (1)(c) (A) and (B) because the property is capable of producing more than 85 cubic feet per acre per year, more than 11 parcels existed within the 160-acre rectangle, and at least three of these parcels had dwellings prior to 1/1/1993.

b. How many lots and/or parcels were all or part within the template prior to January 1, 1993? Please list all properties

Applicant Response: Records transferred with the sale of the property indicate 140 parcels existed within the 160-acre rectangle centered on the subject property as of January 1, 1993. These are shown on the map above with the 1992 Assessor records listed as the data source. Some of these properties have been consolidated. Using the Coos County Assessor ArcGIS online database, I have confirmed more than 11 parcels within this rectangle still exist. A partial list of the many properties is given below:

Parcel No.	Account No.
6900	7498600
6600	7498800
100	587300
6500	7498900
6200	7498400
6100	7498300
6000	7498200
5900	7498100

5800	7498000
5304	7499604
5303	7499603
5302	7499602
5301	7499601
1200	7502100
2400	7503300
600	7485800
500	7487100
300	7486900
106	755704

c. How many dwellings are located within lots and parcels described above that were sited prior to January 1, 1993? Please list all properties that contain the qualifying dwellings.

Applicant Response: Three dwellings existed within the 160-acre rectangle centered on the subject property as of January 1, 1993. These are shown on the map above and listed below:

Parcel No.	Account No.	Year Built
600	7485800	1968
500	7487100	1970
106	755704	1990

d. Are there any covenants, conditions and restrictions on this property and if so do they specifically prohibit a dwelling? Please provide the restrictions if apply.

Applicant Response: Yes, there are CC&Rs and these have been submitted to Coos County Planning. None of the CC&Rs prohibit a dwelling.

Additional evidence and responses to address the criteria?

Applicant Response: The property is located in Coos County with the city of Bandon to the south and the city of Coos Bay to the northeast. None of the properties in Sansaria are within an Urban Growth Boundary. The property abuts Pacific Surf Lane, for which there is an easement and which is maintained by the property owners in Sansaria. There are no dwellings currently on the property and the construction and maintenance of the dwelling and any associated structures or infrastructure will comply with land use regulations and other provisions of law.

SECTION 4.6.130 SITING STANDARDS FOR DWELLING AND STRUCTURES IN FOREST ZONES

The following siting criteria or their equivalent shall apply to all new dwellings and structures in forest and agriculture/forest zones. These criteria are designed to make such uses compatible with forest operations and agriculture, to minimize wildfire hazards and risks and to conserve values found on forest lands. A governing body shall consider the criteria in this rule together with the requirements OAR 660-0060-0035 to identify the building site:

- (1) Dwellings and structures shall be sited on the parcel so that:
 - (a) They have the least impact on nearby² or adjoining forest or agricultural lands;

- (b) The siting ensures that adverse impacts on forest operations and accepted farming practices on the tract will be minimized;
 - (c) The amount of forest lands used to site access roads, service corridors, the dwelling and structures is minimized; and
 - (d) The risks associated with wildfire are minimized.
- (2) Siting criteria satisfying section (1) of this section may include setbacks from adjoining properties, clustering near or among existing structures, siting close to existing roads and siting on that portion of the parcel least suited for growing trees.

Response shall explain how or why, providing a yes or no will not satisfy the criteria and will result in an incomplete application:

Applicant Response: The subject property is within the Sansaria development, which is zoned forest. There are no nearby agricultural lands and agricultural activities, including livestock, are prohibited by the CC&Rs, so those criteria do not apply. Every effort will be made to minimize impacts to forest lands, specifically to retain trees on the property. Some clearing is necessary to site the dwelling, associated infrastructure, and to maintain safety from fires. The proposed dwelling is approximately 2,500 sf and 2.5 storys. The lower level is a walk out 2-car garage, which faces southeast and provides the foundation for the upper 2 storys. There is a main and an upper level above the garage. Associated developments include improving the driveway; an attached outdoor deck on the west side; power; a primary septic installation and identified location for a backup drain field on the sloped area to the west; a well; a 2500 gallon water storage tank located along the E/NE side of the house; and a small wellhouse on the W/NW side of the house to provide access and maintenance for the water supply. Additional parking of up to 3 vehicles will be available at the end of the driveway in front of the main entrance and the garage. No other structures are proposed. Fuel breaks will be maintained around all structures.

² For the purpose of this section “Nearby” is defined as within the decision notification area as defined in Section 5.0.900(2) for farm zoned property.

- (3) The applicant shall provide evidence to the governing body that the domestic water supply is from a source authorized in accordance with the Water Resources Department's administrative rules for the appropriation of ground water or surface water and not from a Class II stream as defined in the Forest Practices rules (OAR chapter 629). For purposes of this section, evidence of a domestic water supply means:
- (a) Verification from a water purveyor that the use described in the application will be served by the purveyor under the purveyor's rights to appropriate water;
 - (b) A water use permit issued by the Water Resources Department for the use described in the application; or
 - (c) Verification from the Water Resources Department that a water use permit is not required for the use described in the application. If the proposed water supply is from a well and is exempt from permitting requirements under ORS 537.545, the applicant shall submit the well constructor's report to the county upon completion of the well.

Water Resource Department Information: <https://www.oregon.gov/owrd/pages/index.aspx>

Response shall include the source of water and how it is permitted:

Applicant Response: The water source is ground water using a private domestic well, which is exempt under ORS 537.545 for water use permits. The well has been drilled to confirm water availability as this would affect the siting and features of the house, such as whether another water source was needed, whether a storage tank is required, and other considerations. The contractor was licensed and the specifications for the work were submitted to Coos County Planning as part of this application. I have been in touch with the Oregon Water Resources Board regarding further requirements to verify that a permit is not required.

- (4) As a condition of approval, if road access to the dwelling is by a road owned and maintained by a private party or by the Oregon Department of Forestry, the U.S. Bureau of Land Management, or the U.S. Forest Service, then the applicant shall provide proof of a long-term road access use permit or agreement which could include an easement. The road use permit may require the applicant to agree to accept responsibility for road maintenance.

Response shall include what road the property is accessing, maintenance agreements and easements that pertain to the road. This information may be included in your deed.

Applicant Response: The property is accessed off Pacific Surf Lane, which connects Seven Devils Road to the Pacific Ocean through the Sansaria development. A "perpetual, exclusive easement and right of way" to this road and access to the ocean beaches was granted to property owners in Sansaria by the St. Laurent Land & Cattle Company, an Oregon corporation on June 10, 1985 (85-2-7840). Property owners in Sansaria maintain the road through assessments by the Sansaria Owner's Association (2011-5623).

- (5) Approval of a dwelling shall be subject to the following requirements:
- (a) Approval of a dwelling requires the owner of the tract to plant a sufficient number of trees on the tract to demonstrate that the tract is reasonably expected to meet Department of Forestry stocking requirements at the time specified in department of Forestry administrative rules;
 - (b) The planning department shall notify the county assessor of the above condition at the time the dwelling is approved;

- (c) If the lot or parcel is more than 10 acres in western Oregon or more than 30 acres in eastern Oregon, the property owner shall submit a stocking survey report to the county assessor and the assessor will verify that the minimum stocking requirements have been met by the time required by Department of Forestry rules;
- (d) Upon notification by the assessor the Department of Forestry will determine whether the tract meets minimum stocking requirements of the Forest Practices Act. If that department determines that the tract does not meet those requirements, that department will notify the owner and the assessor that the land is not being managed as forest land. The assessor will then remove the forest land designation pursuant to ORS 321.359 and impose the additional tax; and
- (e) The county governing body or its designate shall require as a condition of approval of a single-family dwelling under ORS 215.213, 215.383 or 215.284 or otherwise in a farm or forest zone, that the landowner for the dwelling sign and record in the deed records for the county a document binding the landowner, and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 or 30.937.

1. Will sufficient tress be replanted?

Applicant Response: The property was cleared of primary growth when Sansaria was developed. With the exception of highly sloped areas that border the property on the SW side, the current stands are secondary growth and include dense woody brush that competes with the trees. The only existing trees that have been and will be removed from the property are to site the dwelling and its associated infrastructure and to maintain the necessary fire breaks. Additional underbrush will be removed to facilitate the septic installation but trees will be maintained as feasible. Some areas along the property line that can support additional trees will be planted. It is expected that removal of heavily overgrown brush from secondary growth and the addition of strategically placed trees on the property will enhance growth in the forest stands.

2. Is the property more than 10 acres in size? If so, the applicant shall acknowledge a stocking survey will be filed with the County Assessor's Office as a condition of approval.

Applicant Response: No, the property is 1.15 acres and is not required to file a stocking survey.

3. Upon receiving approval, will the applicant/property owner record in the deed records for the county a document binding the landowner, and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 or 30.937 injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 or 30.937.

Applicant Response: I don't believe this criteria applies to the subject property as no farming or forestry practices will occur on the premises. If deemed to apply, the applicant will comply as required.

Additional Response Information:

SECTION 4.6.140 DEVELOPMENT AND SITING CRITERIA:

This section contains all of the development standards for uses (unless otherwise accepted out by a use review) and all of the siting standards for development.

1. Except as provided in subsection 4.6.145 of this ordinance, the following minimum lot or parcel sizes apply for land designated forestland, is at least 80 acres.

Minimum lot size will not affect approval for development unless specified in use. The size of the parcel will not prohibit development as long as it was lawfully created or otherwise required to be a certain size in order to qualify for a use.

2. Setbacks: All Development with the exception of fences shall be set back a minimum of thirty-five (35) feet from any road right-of-way centerline, or five (5) feet from any right-of-way line, whichever is greater.
3. Fences, Hedges and Walls: No requirement, except for vision clearance provisions in Section 7.1.525.
4. Off-Street Parking and Loading: See Chapter VII.
5. Minimizing Impacts: In order to minimize the impact of dwellings in forest lands, all applicants requesting a single family dwelling shall acknowledge and file in the deed record of Coos County, a Forest Management Covenant. The Forest Management Covenant shall be filed prior to any final County approval for a single family dwelling.
6. Riparian Vegetation Protection. Riparian vegetation within 50 feet of a wetland, stream, lake or river, as identified on the Coastal Shoreland and Fish and Wildlife habitat inventory maps shall be maintained except that:
 - a. Trees certified as posing an erosion or safety hazard. Property owner is responsible for ensuring compliance with all local, state and federal agencies for the removal of the tree.
 - b. Riparian vegetation may be removed to provide direct access for a water-dependent use if it is a listed permitted within the zoning district;
 - c. Riparian vegetation may be removed in order to allow establishment of authorized structural shoreline stabilization measures;
 - d. Riparian vegetation may be removed to facilitate stream or stream bank clearance projects under a port district, ODFW, BLM, Soil & Water Conservation District, or USFS stream enhancement plan;
 - e. Riparian vegetation may be removed to site or properly maintain public utilities and road rights-of-way;
 - f. Riparian vegetation may be removed in conjunction with existing agricultural operations (e.g., to site or maintain irrigation pumps, to limit encroaching brush,

to allow harvesting farm crops customarily grown within riparian corridors, etc.) provided that such vegetation removal does not encroach further into the vegetation buffer except as needed to provide an access to the water to site or maintain irrigation pumps; or

- g. The 50 foot riparian vegetation setback shall not apply in any instance where an existing structure was lawfully established and an addition or alteration to said structure is to be sited not closer to the estuarine wetland, stream, lake, or river than the existing structure and said addition or alteration represents not more than 100% of the size of the existing structure's "footprint".
 - h. Riparian removal within the Coastal Shoreland Boundary will require a conditional use. See Special Development Considerations Coastal Shoreland Boundary.
 - i. The 50' measurement shall be taken from the closest point of the ordinary high water mark to the structure using a right angle from the ordinary high water mark.
7. All new and replacement dwellings and permanent structures shall, at a minimum, meet the following standards.
- a. The dwelling has a fire retardant roof.
 - b. The dwelling will not be sited on a slope of greater than 40 percent. Slope³ will also determine additional firebreak in Section 8 Firebreak.

³ Slope calculations must include the primary and additional fuel-free breaks. Staff will use the slopes from the soil data found in the Soil Survey of Coos County Oregon³ published by United States Department of Agriculture, Soil Conservation Service, in cooperation with Oregon

- c. Evidence is provided that the domestic water supply is from a source authorized by the Water Resources Department and not from a Class II stream as designated by the State Board of Forestry.
- d. The dwelling is located upon a parcel within a fire protection district or is provided with residential fire protection by contract. If the dwelling is not within a fire protection district, the applicant provides evidence that the applicant has asked to be included in the nearest such district or contract with a private fire protection company.
- e. For dwellings and structures outside of a fire protection district alternative forms of fire protections will apply to the develop including fire sprinkling system, on-site equipment and water storage.
 - i. Water storage shall be a swimming pool, pond, lake or similar body of water that at all times contains at least 4,000 gallons or a stream that has a minimum flow of at least one cubic foot per second. Road access shall be provided to within 15 feet of the water's edge for fire-fighting pumping units, and the road access shall accommodate a turnaround for fire-fighting equipment. The access to the water source shall be marked with signs for fire water sources.
- f. If the dwelling has a chimney or chimneys, each chimney has a spark arrester.
- g. The owner provides and maintains primary fuel-free break and secondary break areas on land surrounding the dwelling that is owned or controlled by the owner and complies with Section 8 Firebreak.

8. Firebreak:

- a. The property owner shall maintain a primary firebreak safety zone around all structures. Vegetation within this primary safety zone may include mowed grasses, low shrubs (less than ground floor window height), and trees that are spaced with more than 15 feet between the crowns and pruned to remove dead and low (less than 8 feet from the ground) branches. Accumulated needles, limbs and other dead vegetation should be removed from beneath trees.
- b. Sufficient garden hose to reach the perimeter of the primary safety zone shall be available at all times.
- c. The owners of the dwelling shall maintain a primary fuel-free break area surrounding all structures and clear and maintain a secondary fuel-free break on land surrounding all structures and clear and maintain a secondary fuel-free break area on land surrounding the dwelling that is owned or controlled by the owner in accordance with the provisions in "Recommended Fire Siting Standards for Dwellings and Structures and Fire Safety Design Standards for Roads" dated March 1, 1991, and published by Oregon Department of Forestry and shall demonstrate compliance with Table 1.

Agricultural Experiment Station. Staff will accept an on ground study for slope from an Registered Surveyor or other Registered Professional that is able to make calculations based on the profession licensing requirements.

- d. Proof that all of these items will be met include proof of the slope to determine additional firebreak setbacks is required.

Table 1 – Minimum Primary Safety Zone

Slope	Feet of Primary Safety Zone	Feet of Additional Primary Safety Zone Down Slope
0%	30	0
10%	30	50
20%	30	75
25%	30	100
40%	30	150

9. All new and replacement structures shall use non-combustible or fire resistant roofing materials, as may be approved by the certified official responsible for the building permit.
10. Access to new dwellings shall meet road and driveway standards in Chapter VII.

RESPONSE TO SECTION 4.6.140

- 1. Is the property a legal unit of land? Please provide reference to how it was created.**

Applicant Response: Yes, the property is a legal unit of land. The Warranty Deed has been provided to Coos County Planning as part of the Conditional Land Use Application.

- 2. Will the applicant meet the road setback (shall be shown on plot plan)?**

Applicant Response: Yes, the dwelling will meet the required road setback and this is shown on the Plot Plan that was submitted by Andrew Locati of HGE Architects.

- 3. Will a Fence, Hedge and/or Wall be developed at this time? If so will it comply with the vision triangle?**

Applicant Response: No fencing, hedge, or wall is planned.

- 4. Has a driveway/access/parking permit been requested at the time of the application?**

Applicant Response: A gravel driveway was created to gain access to the higher elevation on the property so that the dwelling and associated building could be sited. The applicant has been in contact with Coos County roads and with a construction firm to improve the driveway in order to bring it into compliance with the County. An inspection is requested once the improvements have been made.

- 5. Has the applicant acknowledged that they will file in the deed record of Coos County, a Forest Management Covenant prior to receiving a zoning compliance letter? (This shall be done after the conditional use is approved, but before a zoning clearance letter is issued. A Forest Management Covenant cannot be filed if the conditional use has not been approved but a draft may be submitted with the application.)**

Applicant Response: Yes, the applicant acknowledges and commits to fulfilling this requirement.

6. **Has the applicant shown any waterways that require a 50 feet setback and if so will the setback be met?**

Applicant Response: No surface waterways exist on the property.

Fire related questions:

- a. **The proposed dwelling shall use non-combustible or fire resistant roofing materials. Describe the materials that will be used.**

Applicant Response: The roof will be constructed using 30-year, Class A asphalt composite shingles.

- b. **What is the slope of the property on average and where the dwelling will be located?**

Applicant Response: The average slope from high to low points is 16% grade. However, there is a bench to the northern portion where the dwelling will be sited. This area is about 2% grade. A topographic map is included in the accompanying documents.

- c. **What evidence is provided that the domestic water supply is from a source authorized by the Water Resources Department and not from a Class II stream as designated by the State Board of Forestry?**

Applicant Response: Ground water is the available water supply. The well has been drilled on the property (see answer to question 3 in the previous section).

- d. **Is the property within a Fire District and if so which Fire District.**

- i. **If the property is within a Fire District you shall explain how you have requested to be included in the Fire District with a copy of the request.**

Applicant Response: Sansaria is within the Bandon Rural Fire Protection District

- ii. **If the property is outside of a Fire District and cannot be served by a Fire District you are required to provide the contract with a private fire protection company.**

Applicant Response: NA

- iii. **For dwellings and structures outside of a fire protection district alternative forms of fire protections will apply to the develop including fire sprinkling system, on-site equipment and water storage. Include on the plot plan water storage and access to meet the following standards:**

1. **water storage shall be a swimming pool, pond, lake or similar body of water that at all times contains at least 4,000 gallons or a stream that has a minimum flow of at least one cubic foot per second.**
2. **Road access shall be provided to within 15 feet of the water's edge for fire-fighting pumping units, and the road access shall accommodate a turnaround for fire-fighting equipment. The access to the water source shall be marked with signs for fire water sources.**

- e. **Does the proposed dwelling have a chimney and if so will a spark arrester be installed?**

Applicant Response: Yes, the proposed dwelling will have a chimney for a gas fireplace, which will not produce sparks like wood combustion, but for precaution, a spark arrester will be installed.

7. Firebreak Safety:

- a. **The property owner shall maintain a primary firebreak safety zone around all structures. Vegetation within this primary safety zone may include mowed grasses, low shrubs (less than ground floor window height), and trees that are spaced with more than 15 feet between the crowns and pruned to remove dead and low (less than 8 feet from the ground) branches. Accumulated needles, limbs and other dead vegetation should be removed from beneath trees. This information shall be included on the plot plan and described how you intend to maintain this firebreak.**

Applicant Response: Fire breaks are shown on the Plot Plan. The house is sited to maintain these breaks to the property lines on the northern and eastern sides of the property. The initial clearing and thinning will occur during the construction of the house, driveway, parking, and installation of the septic system. This will clear an additional 50' – 75' of safety on the southern and western sides of the house. Annual maintenance will include removing saplings from within the fire break area and in between larger trees as needed. Shrubs and woody growth will be hand maintained annually to prevent buildup.

- b. **On the plot plan provide a diagram of where the garden hose will be located and describe the length that will allow it to reach the perimeter of the primary safety zone shall be available at all times.**

Applicant Response: A well house is planned on the N/NW side of the dwelling and the garden hose will be located there. Additionally, a water storage unit will enable adequate water supply at all times. 100 feet of garden hose will be sufficient to reach around the perimeter from two sides and protect the dwelling.

- c. **Additional Primary Safety Zone Down Slope will be required based on the slope of the property. What is the slope of the property? If the slope differs from the soil report explain and provide evidence to show how the slope was determined. If additional safety zones are required based on the slope table you will need to show them on the plot plan.**

Applicant Response: The slope of the property varies. On the far western boundary where the old growth stands still exist, the slope is greater than 20%. Because of this area, the average slope calculates to about 16%. The upper half of the property slopes at about 10% grade and the area where the dwelling is proposed is around 2%. These calculations were done using the topographic map provided by the Dyer Partnership Engineering and Planning firm. The map is based on Lidar imagery from USACE. The map is provided to Coos County Planning Dept.

The dwelling is sited to maintain 30' of fire breaks to the property lines on the northern and eastern sides of the property, which are not sloped. The initial clearing and thinning that occurs during the construction of the house, driveway, parking, and installation of the septic system will clear an additional 50' – 75' of safety on the southern and western sides of the house that are sloped. These will be maintained for access and viewshed.

Additional evidence and responses to address the criteria?

00-4-2001
SANSARIA - ~~XXXX~~

PROTECTIVE COVENANTS

1. LAND USE AND BUILDING TYPE: Except as otherwise designated in the above-described plat, all lots shall be for residential use. No lot or portion of lot shall be subdivided and sold or resold, or ownership changed or transferred, whereby the ownership of any portion of the plat shall be less than the area originally platted for each lot. No building shall be erected, altered, placed, or permitted to remain on any residence lot other than one detached single-family dwelling, one detached private garage, or other accessory building permitted by zoning ordinance, provided that a contractor's shed may be erected and used during the period of construction of a dwelling, and that a real estate office may be erected and used on the real property during the period of original sale of residence lots. All single-family dwellings are limited to thirty (30) feet in height above the average point of the original ground on each building lot, unless approved by Architectural Control Committee. Single-family dwellings, exclusive of any attached garages, shall have a minimum floor area of eight hundred (800) square feet for one floor. No trailers, mobile homes, or campers shall be allowed.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee of Chesterfield Land Corporation, an Oregon corporation, as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum setback unless similarly approved. Approval shall be as provided in Parts 9 and 10. All buildings constructed shall be finished on the exterior with wood siding that is left natural or stained with a light-bodied stain; no painting of exteriors will be allowed without approval.

3. BUILDING LOCATION: (a) No building on any residence lot shall be located nearer than twenty-five (25) feet to the front and side street lines; (b) No

68-6-29492

SANSARIA ~~PLAT~~
PROTECTIVE COVENANTS

Page Two

building on a residence lot shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum building setback line. No dwelling shall be located on any interior residence lot nearer than twenty-five (25) feet from the rear lot line; (c) For purposes of this paragraph, said Architectural Control Committee may establish the location of commercial buildings within the lots designated on said plat for commercial use, all in accordance with the applicable zoning code.

4. COMPLETION OF STRUCTURES: Each structure shall be completed as to external appearance, including exterior finish, within nine months from the date of commencement of construction.

5. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any residence lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes or do not become a nuisance.

6. ACCESS: No individual lot shall have direct access to county roads.

7. SEWAGE DISPOSAL: No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Coos County Health Department. Approval must be obtained prior to commencing construction.

8. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities, plus the purposes for which the same may be used by the Sansaria Club, are reserved as shown on the recorded plat and over a two and one-half ($2\frac{1}{2}$) foot wide strip along each side of interior lot lines and over the rear five (5) feet of each lot. Within these easements no

SANSARIA ~~PLAT 1~~
PROTECTIVE COVENANTS

Page Three

structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which the Sansaria Club or a public authority or utility company is responsible.

9. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee shall be appointed and directed by Chesterfield Land Corporation until assigned over to the Sansaria Club. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the Board of Trustees of Chesterfield Land Corporation 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 these covenants.

10. PROCEDURE: The Architectural Control Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after 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.

11. TERM: These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them, for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

68-6-29494

SANSARIA ~~PLANNED~~
PROTECTIVE COVENANTS

Page Four

12. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.
13. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
14. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.
15. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
16. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.
17. No structure of a temporary character, basement, tent, shack, garage, barn, basement, or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No outhouses will be allowed. No septic waste may be released onto any Sansaria property without permission of the Architectural Control Committee.
18. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, but not excluding signs used by the exclusive sales agent or a builder to advertise the property during the construction and sales period.

68-6-29495

SANSARIA ~~Part 1~~
PROTECTIVE COVENANTS

Page Five

19. No trees or shrubs of any type may be cut or removed without written permission of the Architectural Control Committee.

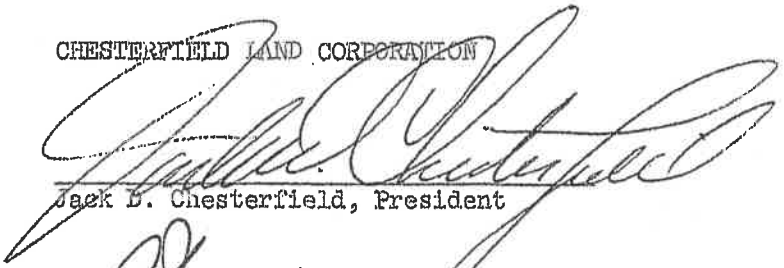
20. Sansaria Club shall own and maintain the water supply initially installed by Chesterfield Land Corporation, and shall have the power to charge and assess its members on an equitable basis for operation and maintenance of recreation facilities, water supply, and any community facilities provided initially by Sansaria, and to charge and assess its members for any additional facilities so authorized by its membership for the mutual benefit of its members.

Said covenants and restrictions are for the mutual benefit of each of the said lots and any subsequent owners thereof, and shall be deemed covenants running with the title of said lots.

Witness the hands and seals of the makers of this instrument on the 17th
June, 1968.



CHESTERFIELD LAND CORPORATION


Jack E. Chesterfield, President


B. J. Eldridge, Secretary

58-6-29496

SANSARIA ~~PLANNED~~
PROTECTIVE COVENANTS

Page Five

19. No trees or shrubs of any type may be cut or removed without written permission of the Architectural Control Committee.

20. Sansaria Club shall own and maintain the water supply initially installed by Chesterfield Land Corporation, and shall have the power to charge and assess its members on an equitable basis for operation and maintenance of recreation facilities, water supply, and any community facilities provided initially by Sansaria, and to charge and assess its members for any additional facilities so authorized by its membership for the mutual benefit of its members.

Said covenants and restrictions are for the mutual benefit of each of the said lots and any subsequent owners thereof, and shall be deemed covenants running with the title of said lots.

Witness the hands and seals of the makers of this instrument on the 17th day of June, 1968.



CHESTERFIELD LAND CORPORATION

By [Signature]
Jack D. Chesterfield, President

By [Signature]
B. J. Eldridge, Secretary

STATE OF WASHINGTON }
County of King } ss.

On this 19th day of June, 1968, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jack D. Chesterfield and B. J. Eldridge to me known to be the President and Secretary, respectively, of CHESTERFIELD LAND CORPORATION, the within named corporation, 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 is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
Notary Public in and for the State
of Washington, residing at [Address]
My commission expires: July 16, 1968

RECORDED JUN 24 1968 AT 10:07 AM
FAY F. CRABTREE, COUNTY CLERK

EASEMENT

85 2 7840

KNOW ALL MEN BY THESE PRESENTS, that ST. LAURENT LAND & CATTLE COMPANY, an Oregon corporation, hereinafter called "Grantor" for and in consideration of the sum of One and No/100 (\$1.00) Dollar and other good and valuable consideration to it in hand paid by ~~WILLIAM A.~~ ^{A. W. a. 7/13} SWEET, hereinafter called "Grantee", the receipt of which is hereby acknowledged, has granted unto Grantee a perpetual, exclusive easement and right of way over and across that portion of (Parcel B) lying in Section 5, Township 27 South, Range West of the Willamette Meridian, Coos County, Oregon, said easement to cover that part of the above described real property, located between the Western boundary of (Parcel C) and the Pacific Ocean, to be appurtenant to (Parcel C) and to be used for the purposes of passage between (Parcel C) and the Pacific Ocean for purposes of picnicking, clamming and other recreational uses by the owners of (Parcel C), their licensees, permittees, heirs and assigns forever.

FURTHER, at such time, if ever, as the Coos County Zoning and other land use ordinances, and the laws of the State of Oregon, permit the transfer of that part of (Parcel B) situated in said Section 5 to the then owners of (Parcel C) such then owners of (Parcel C) shall have the right and option to purchase the portion of (Parcel B) situated in such Section 5 from the then owners of said (Parcel B) for a purchase price of Ten and No/100 (\$10.00) Dollars.

GRANTEE shall pay all real property taxes and assessments levied on the property covered by this easement and on any improvements now existing or hereafter placed thereon.

As a further agreement between the parties hereto, Grantor hereby grants to Grantee, his heirs and assigns, and Grantee hereby grants to Grantor, its officers and assigns, a reciprocal right of ingress and egress over that certain existing road starting in Section 33, from Seven Devils County Road and which proceeds through the Sansaria platted subdivision, into and through (Parcel B) and into and through (Parcel C) to the Pacific Ocean. Such road is also the means of access to the beach for owners of lots in Sansaria.

The Grantor and Grantee shall contribute ratably with the other property owners using the roadway to the cost of any materials and labor used in the repair and maintenance of said road.

This reciprocal easement is appurtenant to Parcels A, B and C respectively.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seal this 31 day of May, 1985.

A. S. Sweet
 WITNESSED BY: R. SWEET

ST. LAURENT LAND & CATTLE COMPANY

BY: Melinda Carvin

TITLE: Secretary

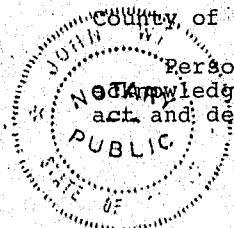
STATE OF OREGON)

County of Coos)

ss.

MAY 31, 1985

Personally appeared the above-named A. W. SWEET and
acknowledged the foregoing instrument to be his voluntary
act and deed. Before me:



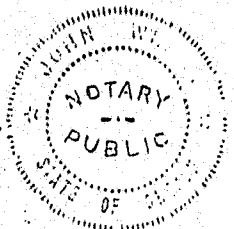
John W. Sweet
Notary Public for Oregon
My commission expires: MAY 7, 1987

STATE OF OREGON)

County of Coos)

ss.

On this 31 day of MAY, 1985, before me personally
appeared MELINDA CAUVIN, who did say that she is the Secretary
of ST. LAURENT LAND & CATTLE COMPANY, the within named corporation,
and that the foregoing instrument was executed on behalf
of said corporation by authority of its Board of Directors.



John W. Sweet
Notary Public for Oregon
My commission expires: MAY 7, 1987

PARCEL 1

A portion of Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Lot 5, Section 29; Lots 1, 2, and 3, Section 32; the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 32; the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 32.

A portion of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 32 described as follows: Beginning at the Northeast corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South along the East line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, to the Southeast corner thereof; thence Northwesterly, in a straight line, to the Northwest corner thereof; thence East along the North line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, to the point of beginning.

That portion of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33 lying North and West of the Plat of First Addition to Sansaria, Coos County, Oregon.

That portion of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33 lying North of Seven Devils County Road, lying North of the Plat of Sansaria and the Plat of First Addition to Sansaria, and North of the Roadway easement between the said Plats as shown on the Plat of First Addition to Sansaria,

EXCEPTING that portion conveyed to John H. Bergen and Carolyn B. Stocssell in instrument recorded November 8, 1968 bearing Microfilm Reel No. 33779, Records of Coos County, Oregon, described as follows: Lot 17, beginning at a point located North 1823.57 feet and East 860 feet from the Initial Point of the Plat of Sansaria, said Initial point being the Southeast corner of the Southwest quarter of the Southwest quarter of Section 33, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence South 69°00' West 40 feet to the true point of beginning of the following described tract: thence South 69°00' West 87.62 feet; thence North 46°20' West 109.42 feet to the South line of Surfview Plaza; thence along said South line North 43°40' East 48 feet; thence along a curve to the right having a radius of 110 feet for an arc distance of 48.64 feet; thence North 69°00' East 44 feet; thence leaving said South line running South 21°00' East 130 feet to the true point of beginning.

ALSO EXCEPTING that portion conveyed to Agnes M. Peyton in instrument recorded January 8, 1969 bearing Microfilm Reel No.

35288, Records of Coos County, Oregon, described as follows: Lot 18, beginning at a point located North 1823.57 feet and East 860 feet from the Initial Point of the Plat of Sansaria, said Initial Point being the Southeast corner of the Southwest quarter of the Southwest quarter of Section 33, Township 26 South, Range 14, West of the Willamette Meridian, Coos County, Oregon; thence South $69^{\circ}00'$ West 127.63 feet; thence South $27^{\circ}39'30''$ East 110.38 feet to the North line of Surfview Blvd.; thence along the said North line, through a curve to the right having a radius of 415.00 feet for an arc length of 110 feet; thence leaving the said North line, North $17^{\circ}40'40''$ West 133.61 feet to the point of beginning.

ALSO EXCEPTING that portion conveyed to Laurel Johnson in instrument recorded January 16, 1969 bearing Microfilm Reel No. 35540, Records of Coos County, Oregon, described as follows; Lot 22, beginning at a point located North 2185.41 feet and East 921.78 feet from the Initial Point of the Plat of Sansaria, said Initial Point being the Southeast corner of the Southwest quarter of the Southwest quarter of Section 33, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence South $69^{\circ}00'$ West 150.00 feet; thence South $21^{\circ}00'$ East 150.00 feet to the North line of Surfview Plaza; thence along said North line North $69^{\circ}00'$ East 150.00 feet; thence leaving said North line North $21^{\circ}00'$ West 150.00 feet to the point of beginning.

Unofficial
Copy

PARCEL B to EASEMENT - ST. LAURENT LAND & CATTLE COMPANY and A.W. SWEET

The West 100 feet of Lot 4, Section 5, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, together with portions of Township 25 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Lots 4 and 5, Section 32.

A portion of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ Section 32, more particularly described as follows: Beginning at the Southwest corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence East along the South line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, to the Southeast corner thereof; thence Northwesterly, in a straight line, to the Northwest corner thereof; thence South along the West line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ to the point of beginning.

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 32,

EXCEPTING that portion embraced by the Plat of First Addition to Sansaria, Coos County, Oregon,

ALSO EXCEPTING that portion conveyed to Joe Tucker in instrument recorded February 14, 1969 bearing Microfilm Reel No. 36187, Records of Coos County, Oregon, described as follows: A tract lying adjacent to Lot 33, Block 6, First Addition to Sansaria, Coos County, Oregon, described as follows: Beginning at a point located North 513.69 feet and West 1486.69 feet from the Initial Point of the Plat of Sansaria, said Initial Point being the Southeast corner of the Southwest quarter of the Southwest quarter of Section 33, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, said beginning point also being the most Westerly corner of Lot 33, Block 6, Plat of First Addition to Sansaria; thence along a curve to the right, having a radius of 20.00 feet and through a central angle of 45°30' for an arc distance of 15.88 feet, the long chord of which bears South 56°15' West 15.47 feet; thence South 79°00' West 62.00 feet; thence South 11°00' East 150.00 feet; thence North 79°00' East 62.00 feet; thence along a curve to the left having a radius of 170.00 feet and through a central angle of 45°30' for an arc distance of 135.00 feet, the long chord of which bears North 56°15' East 131.48 feet; thence North 56°30' West 150.00 feet to the point of beginning.

ALSO the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33.

EXCEPTING that portion conveyed to Coos County, Oregon in instrument recorded June 24, 1968 bearing Microfilm Reel No. 29497, Records to Coos County, Oregon described as follows: Description

PARCEL B to EASEMENT - ST. LAURENT LAND & CATTLE COMPANY and A.W. SWEET

of 10.00 foot strip lying between the East line of the Plat of Sansaria and the West line of the Seven Devils County Road. (Road Case No. 211). Beginning at a point on the South line of Section 33, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, said point being located North 87°57'10" East 430.00 feet from the Southeast corner of the Southwest quarter of the Southwest quarter of said Section 33, also, the said point being the Southeast corner of the Plat of Sansaria; thence along the East line of the said Plat of Sansaria, North 8°20' East 740.00 feet, thence North 21°35' East 330.00 feet; thence North 45°39'50" East 329.39 feet; thence along a curve to the left having a radius of 150.00 feet, and through a central angle of 90°00' for an arc distance of 235.62 feet; the long chord of which bears North 51°00' East 212.13 feet; thence North 6°00' East 163.00 feet to the Northeast corner of the said Plat of Sansaria; thence leaving the East line of the said Plat of Sansaria, South 84°00' East 10.00 feet, more or less, to the West line of the Seven Devils County Road (Road Case No. 211); thence along the West line of the said County Road, Southeasterly 1850.00 feet, more or less, to a point lying North 87°57'10" East from the point of beginning, said point also being located on the South line of the Southwest quarter of the said Section 33; thence along the South line of the said Southwest quarter South 87°57'10" West 10.00 feet, more or less, to the point of beginning.

ALSO EXCEPTING that portion embraced in the Plat of Sansaria, Coos County, Oregon.

ALSO EXCEPTING that portion embraced in the Plat of First Addition to Sansaria, Coos County, Oregon.

ALSO that portion of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, lying South of the roadway easement connecting the Plat of Sansaria with the Plat of First Addition to Sansaria, and lying between the said Plats.

ALSO that portion of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33 lying Southeast of Seven Devils Road.

ALSO Lots 10 and 12, Block 1; Lots 1, 21, 22, 26, 32, and 40, Block 3, all in Plat of Sansaria, Coos County, Oregon.

ALSO Lots 1 to 12, inclusive, Block 4; Lots 1 to 6, inclusive, and Lots 12 to 16, inclusive, Block 5; Lots 1 to 6, inclusive, Lot 11 and Lots 14 to 32, inclusive, Block 6; Lots 1 to 9, inclusive, Lot 11 and Lots 14 to 16, inclusive, Lots 20 to 33, inclusive and Lots 35 and 36, Block 7; Lots 1 to 5, inclusive, Block 8, all in Plat of First Addition to Sansaria, Coos County.

PARCEL B to EASEMENT - ST. LAURENT LAND & CATTLE COMPANY and A.W. SWEET

ALSO that portion of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, which embraces the Easement Roadway for Access purposes, and lies between the Plat of Sansaria and the Plat of First Addition to Sansaria, as shown on the Plat of First Addition to Sansaria.

Beginning at a 1 $\frac{1}{4}$ inch iron pipe in an orchard, thought at one time by a surveyor to be the Southwest corner of Section 33, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence North 87°57'10" East along what was thought to be the South line of Section 33, for a distance of 1350.19 feet, to the Initial Point of the Plat of Sansaria, said Initial Point being what was thought to be the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 33; thence North 32°08'20" East for a distance of 90.69 feet, more or less, to the true Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 33; thence North 89°57'01" West for a distance of 1300.25 feet, to the true Southwest corner of said Section 33; thence North 89°56'40" West, along the South line of Section 32, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, for a distance of 1677 feet, to the Pacific Ocean; thence Southerly along the Pacific Ocean for a distance of 155 feet, more or less, to a point which bears West from the point of beginning; thence East for a distance of 1630 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM, any portion of the Plat of Sansaria as it currently lies monumented on the ground.

Together with Lot 26, Block 3, Plat of Sansaria as it currently lies monumented on the ground.

PARCEL B to EASEMENT - ST. LAURENT LAND & CATTLE COMPANY and A.W. SWEET

PARCEL C to EASEMENT - ST. LAURENT LAND & CATTLE COMPANY and A.W. SWEET

Beginning at a 1 1/4 inch iron pipe in an orchard, thought at one time by a surveyor to be the Southwest corner of Section 33, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence North 87°57'10" East along what was thought to be the South line of Section 33, for a distance of 1350.19 feet, to the Initial Point of the Plat of Sansaria, said Initial Point being what was thought to be the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 33; thence North 32°08'20" East for a distance of 90.69 feet, more or less, to the true Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 33; thence North 89°57'01" West for a distance of 1300.25 feet, to the true Southwest corner of said Section 33; thence North 89°56'40" West, along the South line of Section 32, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, for a distance of 1677 feet, to the Pacific Ocean; thence Southerly along the Pacific Ocean for a distance of 155 feet, more or less, to a point which bears West from the point of beginning; thence East for a distance of 1630 feet, more or less, to the point of beginning.

419

85 2 7840

State of Oregon }
County of Coos } 3:44 PM '85

I hereby certify that the within instrument was filed for record in the Coos County Deed Records.

WITNESS my hand and seal of County affixed:


MARY ANN WILSON
Coos County Clerk

By *[Signature]* deputy

Return to KEY TITLE & EGRESS

Rec: 37-

PARCEL C to EASEMENT - ST. LAURENT LAND & CATTLE COMPANY and A.W. SWEET


4361-E

RECORDING

AFTER RECORDING RETURN TO:
331 CAMINO DEL CIELO
SOUTH PASADENA, C A 91030

97 12 1213

I, Mary Ann Wilson,
Coos County Clerk, certify
the within instrument
was filed for record at



24-66492/TM

2:06 PM ON 12/31/1997
M. BOWEN

RETURN TO KEY TITLE & ESCROW RESTRICTIVE COVENANT By _____

Deputy

pages

5

Fee \$

33.00

THIS RESTRICTIVE COVENANT ("Covenant") is made this 30th day of December, 1997, by Melvin L. McDougal ("Seller").

RECITALS:

Seller and Frank Pakny and Helen Pakny ("Purchaser") have entered into that certain Contract & Receipt for Earnest Money, dated October 29, 1997 (the "Purchase Agreement"), providing for Seller to sell and for Purchaser to buy approximately sixty-five (65) acres of ocean-front real property that is located in Coos County, Oregon, as more particularly described on Exhibit "A" attached hereto, together with an access easement over the roadway leading to such real property, as shown on Exhibit "B" attached hereto (the "Roadway"). Such real property and such access easement shall be referred to hereinafter as the "Benefitted Property."

Seller owns certain real property that is located in Coos County, Oregon, and that surrounds the Benefitted Property, as more particularly described on Exhibit "C" attached hereto (the "Burdened Property").

Under the Purchase Agreement, Seller has agreed not to cut any trees or other vegetation located on the Burdened Property within one hundred fifty (150) feet of the Roadway (the "Timber"), except as reasonably necessary to facilitate the clearing of sites for and the construction of roadways, driveways, houses and other structures ancillary to any such houses.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Grant of Restrictive Covenant. In consideration of the execution and delivery of the Purchase Agreement and payment of the purchase price thereunder, Seller hereby restricts the Burdened Property as follows. The live Timber shall not be cut except as reasonably necessary to facilitate the clearing of sites for and the construction of roadways, driveways, houses and other structures ancillary to any such houses. Seller shall determine what is reasonably necessary in good faith and according to industry standards.

2. Parties in Interest\ Covenant Runs with the Land. This Restrictive Covenant shall be perpetual and shall run with the land and shall be binding upon Seller and Seller's successors and

3001

assigns and shall inere to the benefit of Purchaser and Purchaser's successors and assigns.

3. Attorneys' Fees. In the event of any breach of this Restrictive Covenant, the breaching party shall pay to Purchaser all of Purchaser's costs and expenses reasonably incurred, including, without limitation, attorneys' fees prior to trial, at trial and on any appeal.

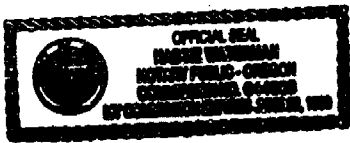
IN WITNESS WHEREOF, Saller has executed this Agreement as of the date first above written.

SELLER:

Malvin L. McDougal
Malvin L. McDougal

STATE OF OREGON }
County of Lane } ss.

Personally appeared before me the above-named Malvin L. McDougal and acknowledged the foregoing instrument to be his voluntary act and deed this 30th day of December, 1997.



Nadine Waterman
Notary Public for Oregon

3000

Government Lot 5, Section 29, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

ALSO: Beginning at the quarter corner common to Sections 29 and 32, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence running South $01^{\circ} 09' 33''$ West 1278.63 feet along the East line of Government Lot 1 of said Section 32 to a $5/8$ inch iron rod set at the Southeast corner of said Government Lot 1; thence South $34^{\circ} 57' 04''$ East 2490.08 feet to a $5/8$ inch iron rod; thence South $30^{\circ} 16' 57''$ West 263.80 feet to a $5/8$ inch iron rod; thence West 131.00 feet, more or less, to the Westerly boundary of Government Lot 4 of said Section 32; thence Northwesterly along the Westerly boundaries of Government Lots 4, 3, 2 and 1 of said Section 32 to the North line of said Government Lot 1; thence East 576.00 feet, more or less, along said North line to the point of beginning.

EXHIBIT B

PARCEL 1

A tract of land 25 feet wide having the following described centerline:

Beginning at the Southeast corner of Section 32, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, said corner being marked with a brass capped two-inch iron pipe; thence North 01° 35' 18" East 513.13 feet along the East line of Section 32 to the TRUE POINT OF BEGINNING; thence along the centerline of the existing road as follows:

South 32° 12' 46" West 200.10 feet; South 49° 59' 42" West 58.70 feet; South 71° 01' 19" West 73.63 feet; South 83° 09' 42" West 96.19 feet; North 80° 27' 20" West 67.36 feet; North 65° 53' 52" West 305.07 feet; North 55° 16' 10" West 81.25 feet; North 42° 16' 40" West 44.90 feet; North 32° 43' 31" West 45.25 feet; North 23° 49' 26" West 71.42 feet; North 29° 24' 50" West 223.59 feet; North 31° 41' 19" West 107.13 feet; North 40° 23' 42" West 62.13 feet; North 43° 46' 54" West 82.96 feet; North 15° 29' 04" West 34.99 feet; North 08° 01' 51" East 28.82 feet; North 24° 06' 30" East 86.40 feet; North 04° 10' 57" West 37.07 feet; North 27° 50' 38" West 32.22 feet; North 33° 33' 27" West 236.02 feet; North 24° 08' 19" West 65.98 feet; North 09° 49' 24" West 83.89 feet; North 00° 22' 59" East 53.07 feet to the South line of the tract of land conveyed from McDougal to

Pekny, per deed recorded as instrument no. 97-12-1210, deed records of Coos County, Oregon.

PARCEL 2

Beginning at the Southeast corner of Section 32, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, said corner being marked with a brass capped two inch iron pipe; thence North 01° 35' 18" East 513.13 feet along the East line of Section 32 to the TRUE POINT OF BEGINNING; thence running Easterly over and across Pacific Surf Drive to Seven Devils County Road No. 33 as platted per the Plat of First Addition to Sansaria and the Plat of Sansaria.

PARCEL 1

A tract of land 325 feet wide having the following described centerline:

Beginning at the Southeast corner of Section 32, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, said corner being marked with a brass capped two-inch iron pipe; thence North 01° 35' 18" East 513.13 feet along the East line of Section 32 to the TRUE POINT OF BEGINNING; thence along the centerline of the existing road as follows:

South 32° 12' 46" West 200.10 feet; South 49° 59' 42" West 58.70 feet; South 71° 01' 19" West 73.63 feet; South 83° 09' 42" West 96.19 feet; North 80° 27' 20" West 67.36 feet; North 65° 58' 52" West 305.07 feet; North 55° 16' 10" West 81.25 feet; North 42° 16' 40" West 44.90 feet; North 32° 43' 31" West 45.25 feet; North 23° 49' 26" West 71.42 feet; North 29° 24' 50" West 223.59 feet; North 31° 41' 19" West 107.13 feet; North 40° 23' 42" West 62.13 feet; North 43° 46' 54" West 82.96 feet; North 15° 29' 04" West 34.99 feet; North 08° 01' 51" East 28.82 feet; North 24° 06' 30" East 86.40 feet; North 04° 10' 57" West 37.07 feet; North 27° 50' 38" West 32.22 feet; North 33° 33' 27" West 236.02 feet; North 24° 08' 19" West 65.98 feet; North 09° 49' 24" West 83.89 feet; North 00° 22' 59" East 53.07 feet to the South line of the tract of land conveyed from McDougal to

Pekny, per deed recorded as instrument no. 97-12-1210, deed records of Coos County, Oregon.

PARCEL 2

A tract of land 325 feet wide the centerline of which is the centerline of the following described land:

Beginning at the Southeast corner of Section 32, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, said corner being marked with a brass capped two inch iron pipe; thence North 01° 35' 18" East 513.13 feet along the East line of Section 32 to the TRUE POINT OF BEGINNING; thence running Easterly over and across Pacific Surf Drive to Seven Devils County Road No. 33 as platted per the Plat of First Addition to Sansaria and the Plat of Sansaria.

Return to:
Steven K. Stalcup
3682 TREMONT
North Bend, Or 97459

SUPPLEMENTAL

DECLARATION OF PROTECTIVE

COVENANTS, CONDITIONS, AND RESTRICTIONS

SANSARIA

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS OF SANSARIA ("Declaration") has been adopted by Sansaria Owners' Association, Inc., an Oregon non-profit corporation ("Association").

Recitals

Sansaria Protective Covenants covering the property described on Exhibit A (the "Property") were recorded in the deed records of Coos County, Oregon on June 24, 1968, as Fee No. 68-6-29491 ("Original Declaration"). The Property is known as Sansaria. This Supplemental Declaration supplements the Original Declaration and any amendments made thereto prior to this Declaration. To the extent that this Supplemental Declaration conflicts with the Original Declaration, this Supplemental Declaration shall control.

The Chesterfield Land Corporation, a Washington corporation ("Declarant"), was the owner in fee simple of the Property and developed said property as a planned development. The Property was developed in two phases, the Original Plat of Sansaria recorded June 24, 1968, and the Plat for the First Addition to Sansaria recorded October 25, 1968.

To establish the planned development project of Sansaria, Declarant desired to impose the mutually beneficial covenants, conditions and restrictions set forth in the Original Declaration, under a comprehensive general plan of improvement and development for the benefit of all of the Owners, the Lots and Common Area within Sansaria.

The owners of Lots in the First Addition to Sansaria have voted to supplement the Original Declaration to recognize changes in land use laws which prohibit construction of Homes on the existing platted Lots unless combined into larger "Units"; and further to provide more comprehensive architectural and design guidelines, maintenance of the roadways and Common Areas, and to provide for a caretaker, locked gates and controlled beach access.

Upon recordation of this Supplemental Declaration, all of the Property within the First Addition to Sansaria (all Lots in Blocks 4-8), shall be held, transferred, sold, conveyed and occupied subject to the following supplemental covenants, conditions, restrictions, easements, charges and liens which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in such Property or any part thereof and shall inure to the benefit of the Association and of each Owner.

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INST#: 2000 3615 **

04/14/2000 02:51 REC FEE: \$156.00
COOS COUNTY, OR, TERRI TURI - COUNTY CLERK

Upon recordation of a Declaration of Designation, the owner of one or more Lots in the Original Plat of Sansaria (lots in Blocks 1-3) and owners of Adjacent Land (defined below) may subject their property to the following covenants, conditions, restrictions, easements, charges, and liens which shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in such property or any part thereof and shall inure to the benefit of the Association and each Owner.

ARTICLE 1

DEFINITIONS

1.1 "Adjacent Land" shall mean land which has a right of access through Sansaria, but is not subject to this Declaration.

1.2 "Architectural Review Committee" or "ARC" shall refer to that committee constituted and acting pursuant to Article 6 of this Declaration.

1.3 "Articles" shall mean the Articles of Incorporation for the nonprofit corporation, Sansaria Owners' Association, Inc., as filed with the Oregon Secretary of State.

1.4 "Association" shall mean and refer to Sansaria Owners' Association, its successors and assigns.

1.5 "Sansaria" shall mean all Lots and all Common Area included within the Plat of Sansaria and the Plat of First Addition to Sansaria.

1.6 "Building Site" shall mean an area consisting of several adjacent Lots (including area contiguous to said Lots) which constitutes a legal "lot" on which a Home may be constructed and a Lot or group of Lots on which a Home is constructed.

1.7 "Board" or "Board of Directors" shall mean the Board of Directors of Sansaria Owners' Association.

1.8 "Bylaws" shall mean and refer to the Bylaws of the Association.

1.9 "Common Area" shall mean and refer to that area of land shown on the recorded plat of the Property, including any access gate and entryway, private roads, beach access, and improvements thereon, which are intended to be devoted to the common use and enjoyment of the members and which land has been conveyed to the Association.

1.10 "Declaration" shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Supplemental Declaration of Protective Covenants, Conditions, and Restrictions for Sansaria.

1.11 "Declarant" shall mean and refer to the Chesterfield Land Corporation, its successors or assigns, or any successor or assign to all remainder of its interest in the development of the Property.

1.12 "Home" shall mean and refer to any portion of a structure situated on a Unit or Lot designed and intended for use and occupancy as a residence by a single family or household.

1.13 "Lot" shall mean and refer to each and any of Lots 1 through 15, Block 1, Lots 1 through 6, Block 2, Lots 1 through 50, Block 3, Lots 1 through 12, Block 4, Lots 1 through 16, Block 5, Lots 1 through 33, Block 6, Lots 1 through 36, Block 7, and Lots 1 through 5, Block 8, Sansaria and Plat of First Addition to Sansaria.

1.14 "Members" shall mean and refer to the Owners of Property in Sansaria and the owners of certain Adjacent Land who have elected to become members of the Sansaria Owners' Association.

1.15 "Occupant" shall mean and refer to the occupant of a Home who shall be either the Owner, lessee or any other person authorized by the Owner to occupy the premises.

1.16 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Property or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities who hold an interest in any Property merely as security for the performance of an obligation.

1.17 "Original Declaration" shall mean and refer to the "Sansaria Protective Covenants" recorded June 24, 1968.

1.18 "Property" shall mean and refer to all real property, including the Lots or Units, the Common Area and all improvements located on the real property subject to this Declaration, as more particularly set forth on Exhibit "A" hereto attached, and any property owner who elects to subject their property to this Declaration.

1.19 "Rules and Regulations" shall mean and refer to the documents containing rules and regulations and policies adopted by the Board of Directors or the Architectural Review Committee as may be from time to time amended.

1.20 "Common Area" shall mean and refer to the commonly maintained property as described in Exhibit "B".

1.21 "Unit" or "Units" shall mean and refer to an aggregate of Lots as set forth on Exhibit "C" or by subsequently recorded instrument, which have been combined to form a "Building Site", an aggregate of Lots (or Lot(s) and contiguous land outside the original plats) on which a dwelling has been constructed and is held under a single ownership, and Adjacent Land, the owner of which has elected to join the Association.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION/UNITS

2.1 Subject Real Property. The real property which is and was held, transferred, sold, conveyed and occupied subject to this Declaration is located in Coos County, Oregon, and described in those certain plat maps entitled "First Addition to Sansaria" filed in the plat records of Coos County, Oregon, on October 25, 1968. The development consists of the real property described in Exhibit "A". While certain owners of Adjacent Land may be Members of the Association and own Units for which they are assessable by the Association, such Adjacent Land shall not be subject to this Declaration, except for assessments and use of the private and public roadways, security gate, and beach access. Provided, however, no amendment to the Declaration shall be made which reduces or eliminates existing easements benefitting Adjacent Land through the security gate and over the private or public roadways and beach access without the consent of the owner of the Adjacent Land.

2.2 Creation and Designation of Units. Land use laws have changed since Sansaria was platted, preventing development of homes on single Lots. Some Lots have previously been improved with homes and constitute "non-conforming uses". These non-conforming Lots shall constitute Units. The aggregated Lots set out on Exhibit "C" shall also constitute Units, together with those other aggregate Lots the owners thereof who subsequently construct a home over several Lots pursuant to a building permit requiring multiple Lots as a single home site. The owner of several Lots and the Association (upon approval by the Board of Directors) may record a "Declaration of Designation" designating several separate Lots as a Unit, provided confirmation from the appropriate governmental planning agency is obtained that the aggregate Lots constitute a Building Site.

2.3 Adjacent Land. The owners of the real property who have easements over the roadways, security gate, and beach access of Sansaria, pursuant to ORS 105.170 *et seq.*, must pay a proportionate share of the maintenance expense therefor. Such owners may elect to join the Association and pay assessments for such maintenance and other services provided by the Association upon agreeing to designate their Adjacent Land as a Unit (subject to division into additional Units if land use laws allow). Provided, however, Units on Adjacent Land shall be subject only to that portion of this Declaration related to assessments and use of Common Area.

2.4 Original Plat of Sansaria. The owners of the Lots described in the Original Plat of Sansaria still remain subject to the Original Declaration. Such owners may elect to designate their property as a Unit pursuant to Section 2.2. Units in the Original Plat of Sansaria whose owners designate their property as a Unit shall be subject to all of the provisions of this Declaration.

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INST#: 2000 3615

04/14/2000 02:51 REC FEE: \$156.00
COOS COUNTY, OR, TERRI TURI - COUNTY CLERK

ARTICLE 3

OWNERSHIP AND EASEMENTS

3.1 Non-Severability. The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Property owned by the Owner. No Property shall be conveyed by the Owner separately from the interest in the Common Area. Any conveyance of any Property shall automatically transfer the right to use the Common Area without the necessity of express reference in the instrument of conveyance. There shall be no judicial partition of the Common Area. Each Owner, whether by deed, gift, devise or operation of law, for his own benefit and for the benefit of all other Owners, specifically waives and abandons all rights, interests and causes of action for judicial partition of any interest in the Common Area and does further agree that no action for judicial partition shall be instituted, prosecuted or reduced to judgment. The ownership interest in the Common Area and Property described in this Article are subject to the easements granted and reserved in this Declaration. Each of the easements reserved or granted herein shall be deemed to be established upon the recordation of this Declaration and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their Property and shall be superior to all other encumbrances applied against or in favor of any portion of Sansaria.

3.2 Ownership of Property. Title to each parcel of Property in Sansaria shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Property, such persons and/or entities shall constitute one Owner.

3.3 Ownership of Common Areas. Title to any Common Area shall be held in the name of the Association.

3.4 Easements. Individual deeds to Property may, but shall not be required to, set forth the easements specified in this Article.

3.4.1 Easements on Plat. The Common Area and Property are subject to the easements and rights of way shown on the plat of Sansaria and on any supplemental Plat.

3.4.2 Easements for Common Area. Every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every parcel of Property.

3.4.3 Association's Easements. There are hereby reserved to the Association and its duly authorized agents and representatives such easements as are necessary to perform the duties and obligations of the Association set forth in this Declaration, the Bylaws and Articles, as the same may be amended or supplemented.

3.4.4 Easement to Governmental Entities. There is hereby reserved and granted a non-exclusive easement over the Common Area to all governmental and quasi-government entities, agencies, utilities, and their agents for the purposes of performing their duties within Sansaria.

3.4.5 Easements Benefitting Adjacent Land. There are existing access easements of record which benefit the Adjacent Land. The Owners of Adjacent Land may become Members of the Association, but such membership shall not impair their existing easements.

ARTICLE 4

UNITS AND HOMES

4.1 Residential Use. Property shall only be used for residential and vacation home purposes. Except with the consent of the Board of Directors of the Association, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any parcel of Property, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any parcel of Property. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of any contractor or homebuilder to construct or remodel residences on any parcel of Property, to store construction materials and equipment on such parcel of Property in the normal course of construction, and (c) the right of the Owner of a parcel of Property to maintain his professional or personal library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, clients or customers, in his residence. The Board of Directors shall not approve commercial activities otherwise prohibited by this paragraph unless the Board of Directors determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable local government ordinances.

4.2 Construction of Homes. No construction or exterior reconstruction of a Home or any other structure shall occur on a parcel of Property unless the approval of the ARC is first obtained pursuant to Article 6. Consideration such as siting, shape, size, color, design, height, solar access, or material may be taken into account by the ARC in determining whether or not to consent to any proposed work. The following restrictions are minimum standards applicable to all parcels of Property.

4.2.1 Height. No Home shall exceed two and one-half (2-1/2) stories in height above the ground, or thirty-five (35) feet, whichever is lower;

4.2.2 Floor Area. The square footage area of a single story Home shall not be less than one thousand eight hundred (1,800) square feet, and the square footage area of a two-story Home shall not be less than two thousand (2,000) square feet with at least one thousand (1,000) square feet on the ground floor and, in either case, exclusive of basements, attics, patios, decks, porches, balconies and garages. The foregoing provisions shall not preclude construction of a private greenhouse, a storage unit, private swimming pool, or for the storage of a boat and/or camping trailer, RV, kept for personal use, provided the locations of such structures are in conformity with the applicable municipal regulations, and are compatible in design and decoration with the residence constructed on such parcel of Property. No premanufactured mobile or similar houses shall be placed on any Property for residential use;

4.2.3 Garages. At least a two (2)-car garage must be constructed on the Unit (except for existing Units which constitute a single Lot) and no more than a three(3)-car garage shall be constructed on any parcel of Property. Additionally, a recreational vehicle garage may be constructed on any Property prior to or after construction of a Home.

4.2.4 Roofs and Siding. Roofing material shall be cedar shingle, cedar shake, 25 year or better asphalt shingle, or such other material approved by the ARC. No plywood siding shall be permitted. All buildings shall be finished in exterior colors in basic harmony with the surrounding natural environment. It is herein intended that structures and roofs be finished in such a color as to blend with the generally subdued tones and hues of surrounding natural features.

4.3 Completion of Construction. The construction or exterior reconstruction of any building on any Property, including painting and all exterior finish, shall be completed within nine (9) months from the beginning of the construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the ARC. The Property and building area shall be kept reasonably clean and in workmanlike order, free of litter, during the construction period with a garbage disposal facility located on site during such construction period. If construction has not commenced within three (3) months after the project has been approved by the ARC, the approval shall be deemed revoked unless the Owner has applied for and received an extension of time from the ARC.

4.4 Landscaping. For new construction, landscaping on each parcel of Property shall commence within thirty (30) days after final building inspection by the local government jurisdiction, and shall be completed within six (6) months after the final building inspection.

4.5 Maintenance of Property and Homes. Each Owner shall maintain his Property and all improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire or environmental hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, windows, doors, garage doors, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. All repainting or restaining and exterior remodeling shall be subject to prior review and approval by the ARC. In addition, each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Property neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time. No trees or shrubs of any type may be cut or removed except for improvements such as buildings, driveways, yards, fences and landscaping.

4.6 Rental of Homes. An Owner shall be entitled to rent or lease his residence, if:

4.6.1 Written Rental Agreements Required. There is a written rental or lease agreement specifying that: (i) the tenant shall be subject to all provisions of the Declaration, Bylaws and Rules and Regulations, and (ii) a failure to comply with any provision of the Declaration, Bylaws and Rules and Regulations shall constitute a default under the rental agreement;

4.6.2 Minimum Rental Period. The period of the rental or lease is not less than six (6) months;

4.6.3 No Subletting. The lease prohibits any subleases; and

4.6.4 Tenant Must Be Given Documents. The Owner gives each tenant a copy of the Declaration, Bylaws and Rules and Regulations.

4.7 Animals. No animals, livestock or poultry of any kind shall be raised, bred, kept or permitted within any Unit other than a reasonable number of household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof. All dogs shall be kept on a leash or in the owner's vehicle while outside a Home. An Owner may be required to remove a pet upon the receipt of the third notice in writing from the Board of Directors of violation of any rule, regulation or restriction governing pets within the Property.

4.8 Nuisance. No noxious, harmful or offensive activities shall be carried on upon the Property, nor shall anything be done or placed on any Property which interferes with or jeopardizes the enjoyment, or which is a source of annoyance to other Owners or Occupants.

4.9 Parking. No motorhomes, trailer, motorcycles or other recreational vehicles shall be parked on the roads or driveways of said subdivision for more than forty-eight (48) hours. Said vehicles may be parked in a covered building so long as sheltered from view of adjacent Property and roads. No on-road parking shall be allowed for any vehicle of persons residing in the Sansaria subdivision.

4.10 Vehicles in Disrepair. No Owner shall permit any vehicle which is in an extreme state of disrepair or which is not currently licensed to be abandoned or to remain parked upon any Property or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed in "extreme state of disrepair" when the Board of Directors reasonably determines that its presence offends the occupants of the neighborhood. Should any Owner fail to remove such vehicle within five (5) days following the date on which the notice is mailed to him by the Association, the Association may have the vehicle removed from the Property and charge the expense of such removal and storage to the Owner.

4.11 Signs. No signs shall be erected or maintained on any Property except that not more than one "For Sale" or "For Rent" sign placed by the Owner or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any Property. The restrictions contained in this paragraph shall not prohibit the temporary placement of "political" signs on an Owner's Property by the Owner or Occupant. Provided, however, larger signs may be placed on an Owner's Property which is undeveloped by the Owner for purposes of advertising potential development, construction and sale of a Home to be located on such Property or other Property within Sansaria.

4.12 Rubbish and Trash. No Property shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for proper disposal and out of public view. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets, the Common Areas or any other Property. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings or any such materials from the Owner's Property, any streets or Common Area where deposited by him within ten (10) days following the date on which notice is mailed to him by the Board of Directors, the Association may have such materials removed and charge the expense of such removal and disposal to the Owner. Equipment shall be kept in a clean and sanitary condition in accordance with Coos County regulations. All city, county, state and federal rules and regulations as to hazardous waste, storage and disposal shall be adhered to.

4.13 Fences and Hedges. Fences or boundary hedges may be installed with prior written approval of the ARC as to type and height.

4.14 Service Facilities. Service facilities (garbage containers, fuel tanks, clotheslines, etc.) shall be screened such that the elements screened are not visible at any time from the road or a neighboring property. All telephone, electrical, cable television and other utility installations shall be placed underground wherever possible.

4.15 Antennas and Satellite Dishes. Exterior antennas, microwave, aerial, tower or other devices for the transmission or reception of television, radio or other forms of sound or electromagnetic radiation shall be erected, constructed or placed on the Owner's Property in a manner screened from other Property and the roadways, to the extent possible. Provided, however, this restriction shall not be imposed in any manner which is contrary to the Federal Communications Act relating to size and placement of antennae and other signal reception devices.

4.16 Exterior Lighting or Noisemaking Devices. Exterior lighting or security and fire alarm devices shall be permitted, provided that they are in conformance with applicable Coos County ordinances and regulations.

4.17 Grades, Slopes and Drainage. There shall be no interference with the established drainage patterns or systems over or through any Property within Sansaria so as to affect any other Property or any real property outside Sansaria unless adequate alternative provision is made for proper drainage and is approved by the ARC. The term "established drainage" shall mean the drainage swales, conduits, inlets and outlets designed and constructed on the Property.

4.18 Damage or Destruction to Home and/or Unit/Lot. If all or any portion of an Owner's Property or Home is damaged by fire or other casualty, the Owner shall either (i) restore the damaged improvements or (ii) remove all damaged improvements, including foundations, and leave the Property in a clean and safe condition. Any restoration proceeding under (i) above must be performed so that the improvements are in substantially the same condition in which they existed prior to the damage, unless the provisions of Article 6 pertaining to architectural review are complied with by the Owner. The Owner must commence such work within ninety (90) days after the damage occurs and must complete the work within nine (9) months thereafter.

4.19 Right of Maintenance and Entry by Association. If an Owner fails to perform maintenance and/or repair which the Owner is obligated to perform pursuant to this Declaration, and if the Board determines, after notice and a hearing (given pursuant to the provisions of the Bylaws), that such maintenance and/or repair is necessary to preserve the attractiveness, quality, nature and/or value of Sansaria, the Board may cause such maintenance and/or repair in connection therewith to be performed and may enter upon any such Property (but not inside a Home) whenever entry is necessary in connection with the performance of any maintenance or construction which the Board is authorized to undertake. Entry shall be made with as little inconvenience to an Owner as practicable and only after advance written notice of not less than forty-eight (48) hours, except in situations deemed by the Board to constitute an emergency. The costs of such maintenance and/or repair shall be chargeable to the Owner of the Property as a reimbursement assessment and collected and enforced with any other assessments authorized hereunder.

4.20 Firewood. All firewood, lumber and other materials stored on an Owner's Property shall be screened from ordinary view from adjacent Property and roads. All fires outside a Home shall be within a permanent structure including spark arresters and in conformance with all federal, state and local laws and regulations.

4.21 Association Rules and Regulations. The Board of Directors from time to time may adopt, modify or revoke such Rules and Regulations governing the conduct of persons and the operation and use of an Owner's Property and Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Board of Directors promptly to each Owner and shall be binding upon all Owners and occupants of a Unit upon the date of delivery or actual notice thereof. The method of adoption of such rules shall be provided in the Bylaws of the Association.

ARTICLE 5

COMMON AREA

5.1 Use of Common Areas. Use of Common Areas is subject to the provisions of the Original Declaration, this Declaration, Bylaws, Articles and the Rules and Regulations adopted by the Board of Directors. There shall be no other use of the Common Area except by property Owners, Property owners in the Original Plat of Sansaria, the owners of Adjacent Land, and their invitees. There shall be no obstruction of any part of the Common Area.

5.2 Maintenance of Common Area. The Association shall be responsible for maintenance, repair, replacement, and upkeep of the Common Area. The Association shall keep the Common Area and improvements thereon in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of the Common Area in first class condition.

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5.3 Funding. As provided in Section 8.5, the Board may levy a special assessment to fund any construction, alteration, repair or maintenance of an improvement (or any other portions of the Common Area or public roads as set forth in Article 5.8 below).

5.4 Condemnation of Common Area. If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be received by and expended by the Board of Directors in a manner which in their discretion is in the best interest of the Association. The Association shall represent the interest of all Owners in any negotiations, suit or action or settlement in connection with such matters.

5.5 Damage or Destruction of Common Area. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, Occupants, tenants, licensees, agents or members of his family in a manner that would subject such Owner to liability for such damage under Oregon law, such Owner does hereby authorize the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constituted or as may be modified or altered subsequently by the Association in the discretion of the Board of Directors. The reasonable cost necessary for such repairs shall become a special assessment upon the Lot or Unit and against the Owner who caused or is responsible for such damage.

5.6 Entry to the Subdivision. Subject to the terms and conditions of the Entry Gate Permit issued by Coos County, entry to the subdivision shall remain restricted to the Owners of Property, their tenants and the invitees of either, the Owners of Property in the Original Plat of Sansaria, and the Owners of Adjacent Land and their invitees and shall be limited to the security gate. The Owners shall not access their Property, the private roads or the beach from any public road except by way of the security gate, except for Owners who receive approval from the ARC. Provided, however, owners of Adjacent Land may access their property from public roads, but shall not have access to the private roads or the beach except through the security gate. Security access will be enforced and any homeowner found to violate the security policies and procedures will be fined and, upon repeated violations, prosecuted to the full extent of the law. Vehicles shall be parked along the roads or beach access in a manner that does not obstruct passage.

5.7 Beach Access. Beach access and use shall be restricted to Owners of Property, their tenants and the invitees of either, the owners of property in the Original Plat of Sansaria, and the Owners of Adjacent Land and their invitees. No motor vehicles will be allowed on the beach. Users of the beach shall pick up and properly dispose of any materials or debris which they leave on the beach or beach access road.

5.8 Maintenance of Roads. Sansaria was originally developed as a gated community. The roads within Sansaria were dedicated to the public. Since the inception of Sansaria, the owners and individuals who use the roads have maintained the roads without assistance of any governmental body. The Board of County Commissioners of Coos County have issued a permit which allows the Association to maintain the gate at the entry to Sansaria. Coos County has not and will not maintain the public streets in Sansaria. The Association intends to maintain the public roads in good

condition and repair and will assess the Owners, the owners of property described in the Original Plat of Sansaria, and Adjacent Owners for the cost of such maintenance.

ARTICLE 6

ARCHITECTURAL REVIEW COMMITTEE

6.1 Architectural Review. No improvement shall be commenced, erected, placed or altered on any Property until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. It is the intent and purpose of this Declaration to assure quality of workmanship and materials, to assure harmony of exterior design with the existing improvements and landscaping and as to location with respect to topography and finished grade elevations, and to avoid plan repetition. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the applicant. The procedure and specific requirements for review and approval of construction may be set forth in design guidelines adopted from time to time by the ARC. In all cases which the ARC consent is required by this Declaration, the provision of this Article shall apply.

6.2 Architectural Review Committee, Appointment and Removal. The ARC shall consist of no more than five (5) members, as the Association's Board of Directors may appoint from time to time, but may consist of any number not exceeding five (5). The terms of office for each member of the ARC shall be for one (1) year unless lengthened or shortened by the Board at the time of appointment. The Board may appoint any or all of its members to the ARC and there shall be no requirement for non-Board members on the ARC. The Board may appoint one or more members to the ARC who are not Owners, but who have special expertise regarding the matters which come before the ARC. In the sole discretion of the Board, such non-Owner members of the ARC may be paid.

6.3 Majority Action. Except as otherwise provided in this Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining member of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

6.4 Duties. The ARC shall consider and act upon the proposals and/or plans submitted pursuant to this Article. The ARC, from time to time and at its sole discretion, may adopt architectural rules, regulations and guidelines ("Architectural Standards"). The Architectural Standards shall interpret and implement the provisions of this Declaration for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used in Sansaria, provided, however that the Architectural Standards shall not be in derogation of the minimum standards established by this Declaration.

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6.5 ARC Decision. The ARC shall render its approval or denial decision with respect to the construction proposal within thirty (30) working days after it has received all material required by it with respect to the application. All decisions shall be in writing. In the event the ARC fails to render its decision of approval or denial in writing within forty-five (45) working days of receiving all material required by it with respect to the proposal, the application shall be deemed approved.

6.6 ARC Discretion. The ARC may, at its sole discretion, withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Property or incompatible with the design standards that the ARC intends for Sansaria. Consideration such as siting, shape, size, color, design, height, solar access, or other effect on the enjoyment of other Property, and any other factors which the ARC reasonably believe to be relevant, may be taken into consideration by the ARC in determining whether or not to consent to any proposed work.

6.7 Nonwaiver. Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

6.8 Appeal. Any Owner adversely impacted by action of the ARC may appeal such action to the Board of Directors. Appeals shall be made in writing within ten (10) days of the ARC's action and shall contain specific objections or mitigating circumstances justifying the appeal. A final, conclusive decision shall be made by the Board of Directors within twenty (20) days after receipt of such notification. The determination of the Board shall be final.

6.9 Effective Period of Consent. The ARC's consent to any proposed work shall automatically be revoked ninety (90) days after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the ARC.

6.10 Determination of Compliance. The ARC or its designee may inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC designee finds that the work was not performed in substantial conformance with the approval granted, or if the ARC finds that the required approval was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of noncompliance and shall require the Owner to remedy the noncompliance.

6.11 Noncompliance. If the ARC determines that an Owner has not constructed an improvement consistent with the specifications of an ARC approval or without an ARC approval, and if the Owner fails to diligently commence to remedy such noncompliance in accordance with the provisions of the notice of noncompliance, then at the expiration of the third (3rd) day from the date of such notification, the ARC shall provide notice of a hearing to consider the Owner's continuing noncompliance. The hearing shall be set not more than thirty (30) days from the date of notice of noncompliance. At the hearing, if the ARC finds that there is no valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of correcting it. The ARC shall then require the Owner to remedy or remove the same within a period of not more than ten (10) days from the date of the ARC's determination. If the Owner does not comply with the ARC's ruling

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within such period or within any extension of such period as the ARC, at its discretion, may grant, the ARC may either remove the noncomplying improvement or remedy the noncompliance. The costs of such action shall be assessed against the Owner as a special assessment either before or after any remedied action is taken.

6.12 Liability. Neither the ARC nor any member thereof shall be liable to any Owner, Occupant, or builder for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.

6.13 Estoppel Certificate. Within fifteen (15) working days after written request is delivered to the ARC by an Owner, and upon payment to the ARC of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the Chairman or other authorized member of the ARC certifying with respect to any Unit/Lot owned by the Owner, that as of the date thereof either: (a) all improvements made or done upon or within such Unit/Lot by the Owner comply with this Declaration, or (b) such improvements do not so comply, in which event, the certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance. The Owner, his heirs, devisees, successors and assigns shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Declarant, the ARC, the Association and all Owners, and such persons deriving any interest through any of them.

6.14 Sewage Disposal. There currently is no sewer system in Sansaria. Before construction is commenced on any Property, approval for a sanitary sewage disposal system for the Property must have been approved by Coos County and any other applicable governmental entity.

ARTICLE 7

MEMBERSHIP IN THE ASSOCIATION

7.1 Members. Each Property owner shall be a mandatory member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Property. The owners of Adjacent Land may elect to become Members of the Association by subjecting their land to the assessment provisions and common area use restrictions of this Declaration and the Articles of Incorporation and Bylaws of the Association. Transfer of ownership of any Property (or Adjacent Land whose owner has joined the Association) automatically transfers membership in the Association. Without any other act or acknowledgment, Occupants and Owners shall be governed and controlled by this Declaration the Articles, Bylaws, and the Rules and Regulations of the Association and any amendments thereof.

7.2 Proxy. Each Owner may cast his vote by absentee ballot or pursuant to a proxy executed by the Owner. An Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy shall

not be valid if it is not dated or purports to be revocable without notice. A proxy shall terminate one (1) year after its date, unless the proxy specifies a shorter term.

7.3 Voting Rights. Each mandatory member shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote. The owners of Units shall be entitled to five (5) votes for each Unit regardless of the number of Lots comprising such Unit. The owners of Adjacent Land who elect to become members of the Association shall have five (5) votes for each Unit owned by such owner. When more than one (1) person or entity owns a Unit or Lot, the vote for such Unit or Lot may be cast as they shall determine, but in no event may they split their vote. Split votes shall be disregarded, except for purposes of determining a quorum.

7.4 Procedure. All meetings of the Association, the Board of Directors, the ARC, and Association committees shall be conducted with such rules of order as may from time to time be adopted by the Board of Directors. Notwithstanding which rule of order is adopted, the chairman shall be entitled to vote on all matters, not merely to break a tie vote. A tie vote does not constitute a majority or approval of any motion or resolution.

ARTICLE 8

FUNDS AND ASSESSMENTS

8.1 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and Occupants of Sansaria and for the improvement, operation and maintenance of the roads and Common Areas.

8.2 Covenants to Pay. Each Owner covenants and agrees to pay the Association the assessments and any additional charges levied pursuant to this Article 8.

8.2.1 Funds Held in Trust. The assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely for the operation, care and maintenance of Sansaria as provided in this Declaration. Upon the sale or transfer of any Property, the Owner's interest in the funds shall be deemed automatically transferred to the successor in interest of such Owner.

8.2.2 Offsets. No offsets against any assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties.

8.3 Basis of Assessment/Commencement of Assessments. Assessments are to be levied against all Lots whether or not such Lots have been consolidated into a Unit or have been improved with a substantially completed Home. Lots which have been aggregated into a Unit shall be assessed at five times the amount assessed against individual Lots, regardless of the number of Lots which comprise such Unit. Any Lot which has, through a lot line adjustment process, increased its size so as to become a Building Site shall be treated as a Unit. Any Adjacent Land owners who elect to become Members shall be treated as a Unit Owner. For the year in which this Declaration is

adopted, the assessments shall commence thirty (30) days following the date of recording of this Declaration. The annual assessment shall be prorated for this first year in which the annual assessment is established. The status of a Lot as part of a Unit shall be determined upon the recording of this Declaration and thereafter on January 1st of each year.

8.4 Annual Assessments. Annual assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. Annual assessments shall be levied on a fiscal year basis. The fiscal year shall be the calendar year unless another year is adopted by vote of the Association members. Unless otherwise specified by the Board, annual assessments shall be due and payable in one lump sum amount within thirty (30) days of receipt of invoice for such assessments.

8.4.1 Budgeting. Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Member a pro forma operating statement (budget). For the year in which this Declaration is adopted, the budget shall be approved by the Board no later than the date on which annual assessments are scheduled to commence. Thereafter, the Board shall annually prepare and approve the budget and distribute a copy thereof to each Member, together with written notice of the amount of the annual assessments to be levied against the Owner's Property, not less than thirty-five (35) days and not more than ninety (90) days prior to the beginning of the fiscal year.

8.4.2 Allocation of Assessments.

(a) Lot Assessment. Each Lot in the Sansaria Development shall share in the common expenses of the Association as follows:

$$\text{Total Annual Budget [Excluding Caretaker and Contribution From Non-Member Adjacent Land Owners]} \div [\text{All Lots Not Part of a Unit} + (\text{Number of Units multiplied by five})]$$

(b) Unit Assessment. Each Unit subject to this Declaration and Adjacent Land owners who elect to become Members shall share in the assessments as set forth in Section 8.4.2.(a) above plus each such owner shall share in the assessment for the caretaker at such time as such Owners shall elect to retain a caretaker. The decision to hire a caretaker shall be made by a majority vote of such affected owners. The per Unit assessment shall be calculated as follows:

$$\text{Per Lot Assessment from 8.4.2.(a) multiplied by five} + (\text{Caretaker Costs} \div \text{Number of Units})$$

(c) Non-Member Adjacent Land Owners. Adjacent Land Owners who do not elect to become Members of the Association are obligated to share in the costs of maintaining the roads, access gate, and other Association costs as required by law and in the relevant easements documents. The Association shall bill the non-member Adjacent Land Owners for their share of such expenses on an annual basis.

8.4.3 Nonwaiver of Assessments. If before the expiration of any fiscal year the Association fails to fix annual assessments for the next fiscal year, the annual assessments established for the preceding year shall continue until a new annual assessment is fixed.

8.5 Special Assessments. The Board of Directors shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

8.5.1 Correct Deficit. To correct a deficit in the operating budget, by vote of a majority of the Board;

8.5.2 Special Obligations of an Owner. To collect amounts due to the Association from an Owner for breach of the Owner's obligations under the Declaration, these Bylaws, or the Rules and Regulations, by vote of a majority of the Board;

8.5.3 Repairs. To make repairs or renovations to the roads and Common Areas if sufficient funds are not available from the operating budget by vote of a majority of the Board; or

8.5.4 Capital Additional Improvements. To make capital acquisitions, additions or improvements, by vote of at least seventy-five percent (75%) of all Property entitled to vote.

8.5.5 Reimbursement Assessments. The Association shall levy a reimbursement assessment against any Owner and his Unit or Lot if a failure to comply with the Declaration, Bylaws or any Rules and Regulations has (i) necessitated an expenditure of monies by the Association to bring the Owner into compliance or (ii) resulted in the imposition of a fine or penalty. A reimbursement assessment shall be due and payable to the Association when levied. A reimbursement assessment shall not be levied by the Association until notice of hearing has been given.

8.6 Accounts.

8.6.1 Reserve Account for Replacing Common Property. The Board of Directors may establish a reserve account which shall be called the "Common Property Reserve Account," and which will be kept separate and apart from all other funds of the Association. Except as provided in Section 8.6.1.(b) below, the Common Property Reserve Account shall be used exclusively for replacement of items of Common Property which will normally require replacement, in whole or in part, in more than three and less than thirty years and not for regular or periodic maintenance expenses. "Common Property" shall mean any real property or interest in real property within Sansaria which is owned or leased by the Association or designated as such in any plat of property within Sansaria, or in this Declaration.

(a) Assessments. Not less often than annually, the Association shall inventory all items of Common Property which will normally require replacement, in whole or in part, in more than three and less than thirty years, and shall estimate the remaining life of each item of Common Property and the current replacement cost of each of such items. The Association may identify items for which a reserve account assessment is required as those items which are insurable

by a common carrier of all-purpose risk insurance. For the purpose of funding the Common Property Reserve Account, the Association shall impose an assessment to be called the "Common Property Reserve Account Assessment" against each Property within Sansaria on the same formula as set forth in Section 8.3. The total Common Property Reserve Account Assessment shall be equal to the sum of the estimated replacement cost of each item of Common Property which has an estimated life of greater than three but less than thirty years, divided by the estimated number of years of life for such item of Common Property (not the estimated years of life remaining).

(b) Loan From Common Property Reserve Account. The Board of Directors of the Association may borrow funds from the Common Property Reserve Account to meet high seasonal demands on the Association's regular operating fund or to meet other temporary expenses. Funds borrowed to meet high seasonal demands or temporary expenses under this subsection must be repaid from special assessment or maintenance fees within six months of the date such funds are borrowed.

(c) Increase, Reduction, or Elimination of Common Property Reserve Account Assessments. Future assessments for the Common Property Reserve Account may be increased, reduced, or eliminated by the vote of Owners of Lots representing seventy-five percent (75%) of the votes computed in accordance with Section 7.3 above.

8.6.2 Maintenance and Operations Funds Assessment. The Association shall establish a fund to be known as the "Maintenance and Operations Fund," into which all funds not otherwise allocated to a separate account in this Declaration or by action of the directors of the Association shall be deposited. The Association shall use the Maintenance and Operations Fund exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Member, and the improvement, maintenance, and operation of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Units and Lots in Sansaria, and for the operation of the Association, including but not limited to:

(a) Maintenance, Utilities, and Services. Payment of the cost of maintenance, utilities, resident caretaker, and services as described in this Declaration, including the costs of the operation of the Association.

(b) Insurance. Payment of the cost of insurance as described in the Bylaws of the Association.

(c) Taxes. Payment of taxes, if any, assessed against the Common Areas and any improvements thereon.

(d) Other Services. Payment of the cost of other services which the Association deems to be of general benefit to the Owners, including but not limited to accounting, legal, and secretarial services.

For the purpose of funding the Maintenance and Operations Fund, the Association shall not less often than annually estimate the cost of accomplishing the goals for which

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the Maintenance and Operations Fund is established for the next fiscal year, and assess such cost to the Owners ("Maintenance and Operations Fund Assessment"). The Association may include in such Maintenance and Operations Fund Assessment amounts for the establishment for reserves to meet extraordinary expenses or such other amounts which are reasonably related to the purpose of the Maintenance and Operations Fund.

8.7 Default in Payment of Assessments, Enforcement of Liens.

8.7.1 Personal Obligation. All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligation of all Owners to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure) the grantees shall be jointly and severally liable with the grantor(s) for all Association assessments imposed through the recording date of the instrument effecting the conveyance. A suit for a money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

8.7.2 Association Lien. At any time any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent, the Association, by and through its Board or any management agent, may file a notice of lien in the deed records of Coos County, Oregon against the Property in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees (whether or not suit or action is instituted) and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time, but not later than six (6) years after the latest lienable charge has been imposed. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, any first mortgage, deed of trust or land sale contract recorded prior to the Association's notice of lien and any mortgage or deed of trust granted to an institutional lender which is recorded prior to the Association's notice of lien.

8.7.3 Interest; Fines; Late Fees; Penalties. The Board in its reasonable discretion may from time to time adopt resolutions to set the rate of interest, and to impose late fees, fines and penalties on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws and the Rules and Regulations adopted by the Board or the ARC. The adoption of such impositions shall be communicated to all Owners in writing not less than thirty (30) days before the effective date by a notice mailed to the assessment billing addresses of such Owners. Such impositions shall be considered assessments which are lienable and collectible in the same manner as any other assessments. Provided, however, fines or penalties for violation of this Declaration, the Bylaws or any rule and regulation, other than late fees, fines or interest arising from an Owner's failure to pay regular, special or reimbursement assessments, may not be imposed against an Owner or his Property until such Owner is given an opportunity for a hearing as elsewhere provided herein.

8.7.4 Acceleration of Assessments. In the event an Owner is delinquent in payment of any assessment or installment on any assessment, the Association, upon not less than ten (10) days' written notice to the Owner, may accelerate the due date of the full annual assessment for that fiscal year and all future installments of any special assessments.

8.7.5 Association's Right to Rents/Receiver. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting Owner for the use of his Property or shall be entitled to the appointment of a Receiver. Any default by the Owner in any provisions of the Declaration or Bylaws shall be deemed to be a default by the Owner of any mortgage to which the Owner is a party or to which the Property is subject.

ARTICLE 9

GENERAL PROVISIONS

9.1 Records. The Board of Directors shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board of Directors shall also keep detailed and accurate financial records including individual assessment accounts of Owners, the balance sheet, and income and expense statements. Individual assessment accounts shall designate the name and address of the Owner or Owners of the Property, the amount of each assessment as it becomes due, the amounts paid upon the account, and the balance due on the assessments. The minutes of the Association, the Board and committees, and the Association's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies.

9.2 Indemnification of Directors, Officers, Employees and Agents. The Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that he is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe his conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and members of the Association who participated with or benefitted from the acts which created said liability.

9.3 Enforcement/Attorneys' Fees. The Association, any of its Members, and the Owners of the Property or any mortgagee on any parcel of Property shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to such parties or Owners by any proceeding at law or in equity. Failure by either the Association, any of its Members, or by any Owner or mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. In the event suit or action is commenced to enforce the terms and provisions of this Declaration, the prevailing party shall be entitled to its attorney fees and costs in such suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorney fees, to be set by the appellate court. In addition thereto, the Association shall be entitled to its reasonable attorney fees incurred in any enforcement activity taken to collect delinquent assessments and fines, whether or not suit or action is filed.

9.4 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

9.5 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of the Owners and ninety percent (90%) of the first mortgagees. Provided however, amendments which do not constitute rescision of the planned community may be adopted as provided in Section 9.6. Provided, however, that if any of the provisions of this Declaration would violate the rule against perpetuities or any other limitation on the duration of the provisions herein contained imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law or, in the event the rule against perpetuities applies, until twenty-one (21) years after the death of the last survivor of the now living descendants of President William Jefferson Clinton. For purposes of this Section, each Owner shall have one (1) vote per Lot owned by such Owner and each Unit owner shall have five votes for each Unit.

9.6 Amendment. Except as otherwise provided in 9.5 and the restrictions set forth elsewhere herein, this Declaration may be amended at any time by an instrument approved by not less than a majority of the total votes of all Members. Any amendment must be executed, recorded and certified as provided by law. Provided, however, that no amendment of this Declaration shall effect an amendment of the Bylaws or Articles without compliance with the provisions of such documents, and the Oregon Nonprofit Corporation Act. For purposes of this Section, each Owner shall have one (1) vote per Lot owned by such Owner and each Unit owner shall have five votes for each Unit.

9.7 Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing Sansaria such conflict shall be resolved by looking to the following documents in the order shown below:

04/14/2000 02:51 REC FEE: \$156.00
COOS COUNTY, OR, TERRI TURI - COUNTY CLERK

PAGE #: 0023 OF 0027
INST#: 2000 3615

EXHIBIT A

Legal Description of Property

The following property as shown on the plat of Sansaria filed for record on June 24, 1968, as Fee No. 68-6-29491, plat records of the County of Coos, State of Oregon:

Block 1 – Lot 12

The following property as shown on the plat of the First Addition to Sansaria filed for record on October 25, 1968, County Coos, State of Oregon:

Block 4 – Lots 1 through 12

Block 5 – Lots 1 through 16

Block 6 – Lots 1 through 33

Block 7 – Lots 1 through 36

Block 8 – Lots 1 through 5

Unofficial Copy

04/14/2000 02:51 REC FEE: \$156.00
COOS COUNTY, OR, TERRI TURI - COUNTY CLERK

PAGE #: 0024 OF 0027
INST#: 2000 3615

EXHIBIT B

COMMON AREA ELEMENTS

- Entry Gate
- Sansaria Signage
- Sansaria Entry Monument
- Roads (Maintenance Only)

Unofficial
Copy

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COOS COUNTY, OR, TERRI TURI - COUNTY CLERK

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After recording return to:
Debra P. Johnson
4252 S.W. McDonnell Terrace
Portland, OR 97239

AMENDED AND RESTATED

BYLAWS

OF

SANSARIA OWNERS' ASSOCIATION

ARTICLE 1

APPLICABILITY AND DEFINITIONS

1.1 Bylaws Applicability. These are Bylaws of the Sansaria Owners' Association, Inc. (the "Association") established pursuant to the Articles of Incorporation filed with the Oregon Corporation Division on March 15, 2000 as amended from time to time. The Association is an Oregon non-profit corporation exempt from taxation under section 528 of the Internal Revenue Code. It is also the same organization as the Sansaria Club and with the same powers as described in section 20 of the Sansaria Protective Covenants dated June 17, 1968 and recorded on June 24, 1968 at microfilm #68-6-29491 in the Coos County, Oregon property records as amended from time to time (the "Original CC&Rs").

1.2 Definitions.

"Adjacent Land" shall mean land, which is not in Sansaria, but is within the boundary of the Original Property.

"Association" is defined above.

"Board" shall mean the Board of Directors of the Association.

"Common Area" shall mean and refer to that area of land shown on the recorded plats of Sansaria, which is not one the platted lots, including any access gate and entryway, public roads, storm drainage ditches, beach access, and improvements thereon, which land has been conveyed to the Association. The roads in Sansaria have been dedicated to Coos County. However, they shall be considered Common Area in these Bylaws.

"Lot" shall mean one of 68 lots created by the Plat of Sansaria recorded June 24, 1968 or one of 102 lots created by the Plat of the First Addition to Sansaria recorded October 25, 1968. A lot shall also include any legal lot which contains one or more of the Lots in Sansaria which has been established through a lot line adjustment or plat amendment.

"Member" shall mean an owner of a Lot(s) or the owner of Subject Adjacent Land(s).

“Non-subject Adjacent Land” shall mean a parcel of Adjacent Land which is not subject to the Supplemental CC&Rs.

“Original CC&Rs” are defined above.

“Original Property” shall mean land acquired by Chesterfield Land Corp., as described in the Deed Records of Coos County, as Document No. 67-12-24484, dated December 11, 1967.

“Sansaria” shall mean all Lots and all Common Area included within the Plat of Sansaria and the Plat of the First Addition of Sansaria as platted and recorded in the Coos County, Oregon Plat Records.

“Subject Adjacent Land” shall mean a parcel of Adjacent Land, which is not a part of a legal lot including a Lot, which has become subject to the Supplemental CC&Rs.

“Supplemental CC&Rs” shall mean the Supplemental Declaration of Protective Covenants, Conditions, and Restrictions - Sansaria recorded in the Deed Records of Coos County on April 14, 2000, as Document No. 2000-3615, as amended from time to time.

1.3 Personal Application. All present or future Members, tenants, occupants, and their employees, and any other person that might occupy any portion of the Lots or Subject Adjacent Land in any manner, shall be subject to the provisions set forth in these Bylaws. The acquisition, rental, or occupancy of any of the Lots or Subject Adjacent Land shall constitute acceptance and ratification of these Bylaws and agreement to comply with all the provisions hereof. Regardless of whether they become Members, owners of Adjacent Land may have obligations as easement owners pursuant to ORS 105.170 et seq. with respect to their easements over Sansaria, including, without limitation, an obligation to contribute toward maintenance costs.

ARTICLE 2
ASSOCIATION MEMBERSHIP, VOTING,
MAJORITY OF MEMBERS, QUORUM, PROXIES

2.1 Membership in the Association. The owner of each Lot or parcel of Subject Adjacent Land shall be a Member of the Association. Upon recordation of a conveyance or contract to convey a Lot or Subject Adjacent Land, the grantee or purchaser named in such conveyance or contract shall automatically be and shall remain a Member of the Association until such time as such person's ownership ceases for any reason. Membership in the Association shall be determined from the Deed Records of Coos County. Each Member shall file with the Association, within 30 days of purchase of a Lot or Subject Adjacent Land or at the request of the Association, a copy of the deed

to or land sale contract for such Member's Lot(s) or Subject Adjacent Land, to which shall be affixed the certificate of the recording officer of Coos County, Oregon, showing the date and place of recording of such deed or contract.

2.2 Voting Rights. Each Member shall be entitled to one (1) vote for each Lot and/or parcel of Subject Adjacent Land owned with respect to all matters upon which Members are entitled to vote.

2.3 Majority of Members. As used in these Bylaws, the term "Majority of Members" shall mean those Members holding over fifty percent (50%) of the votes allocated to the Members. A "Majority of Members Present" shall mean Members holding over fifty percent (50%) of the votes present at any legal meeting.

2.4 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members holding twenty percent (20%) or more of the votes allocated to the Members, as defined in Section 2.2 of this Article, shall constitute a quorum. When a meeting is held by written ballot, a quorum shall be present when ballots are returned representing more than twenty percent (20%) of the vote, unless a larger vote is required to approve a ballot item, in which case the quorum requirements shall be the number of votes required to approve the proposal.

2.5 Voting and Proxies. Votes may be cast in person, by written ballot, or by proxy. Proxies must be filed with the Secretary of the Association ("Secretary") before or during the appointed meeting. A proxy shall expire one (1) year after the date it was signed unless a shorter period is specified in the proxy. A proxy may require the holder to cast a vote for or against any special proposal set out in the notice calling the meeting. A meeting of the Association may be by written ballot, as the Board may elect, rather than at a formal gathering. Ballots for such meeting must be properly executed and returned in sufficient quantity to constitute a quorum and to pass the proposal specifically propounded on the ballot and must comply with the applicable provisions of the Oregon Non Profit Corporation Act ORS Chapter 65. Unless withdrawn, a proxy given to another person to vote at a specific meeting shall also be valid at an adjourned meeting called under the provisions of Section 3.6.

2.6 Authority to Vote. All Members, including those who have leased their Lot or Subject Adjacent Land to a third party, shall be entitled to vote. A Member's right to vote may be suspended by the Board for a violation of the Association rules and regulations or the failure to pay any assessment when due. The suspension of voting rights shall last only so long as the violation or failure to pay assessments remains uncured.

2.7 Fiduciaries and Multiple-owners. An executor, administrator, conservator, trustee or other fiduciary for a Member may vote, in person or by proxy, at any meeting

of the Association with respect to any Lot or Subject Adjacent Land owned by the Member or held by such person in such capacity, whether or not the same shall have been transferred to such person's name, provided that such person has satisfied the Secretary that such person is the fiduciary for the Member. Whenever any Lot or Subject Adjacent Land is owned by two (2) or more persons according to the records of the Association, the vote for such Lot or Subject Adjacent Land may not be split and may be exercised by any one of the owners then present, in the absence of protest by a co-owner. In the event of such protest, no co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of such Lot or Subject Adjacent Land shall be disregarded for all purposes, except for determining whether a quorum is present.

ARTICLE 3 ADMINISTRATION

3.1 Association Responsibilities. Except as otherwise provided in these Bylaws, decisions and resolutions of the Association shall require approval by a majority of the Members present at any legal meeting. A legal meeting is one duly called pursuant to these Bylaws at which a quorum is present, in person or by proxy at a formal gathering.

3.2 Place of Meetings. Formal meetings of the Association shall be held at suitable places within Coos County, Oregon, convenient to the Members as may be designated by the Board. If a vote is taken by written ballot, the Board shall count the returned written ballots within forty eight (48) hours of the ballot return deadline. Each Member shall be notified by mail or other delivery of written notice of the results of the ballot meeting or that a quorum of ballots was not returned within fifteen (15) days after the ballot return deadline. If the Board determines that the number of returned ballots shall not constitute a quorum, the Board may extend the ballot return deadline for one (1) or more periods not exceeding a total of sixty (60) days by written notice to all Members. Further, the Board may count the ballots at any time earlier to determine if the vote at any given time is dispositive of the ballot proposal.

3.3 Annual Meetings. The Board shall set the time and place for each annual meeting of the Members. The Board, at its discretion, from time to time, may change the meeting date, provided that the meeting is held annually by giving not less than 50 days' notice of the changed date. At such meetings, the Members shall elect new members of the Board (the "Directors") in accordance with the requirements of Section 4.6 of these Bylaws to replace those Directors whose terms have expired. The Members also may transact such other business of the Association as may properly come before them.

3.4 Special Meetings. The President shall call a special meeting of the Members if so directed by a resolution of the Board or a petition, presented to the

Secretary and signed by Members holding twenty percent (20%) or more of the Association votes. A Members' petition for a meeting must state the purpose for which the meeting is being called. All meetings called because of a petition of Members shall be held at a formal gathering, and not by ballot, within sixty (60) days after the Secretary's receipt of the petition. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business other than that stated in such notice shall be transacted at a special meeting unless by consent of all the Members or as otherwise set out in these Bylaws.

3.5 Notice of Meetings. The Secretary shall mail a notice of each annual and special meeting and each meeting by ballot, stating the purpose thereof and the time and place where such meeting is to be held, to each Member at least seven (7) but not more than fifty (50) days before such meeting or the date on which ballots for a ballot meeting are required to be returned. Such notices shall be mailed to the Member's address as provided in Section 13.1 of these Bylaws.

3.6 Adjourned Meetings. If any gathering of Members is not a legal meeting because a quorum has not attended, the Majority of Members Present, either in person or by proxy, may adjourn the meeting to a time not less than forty eight (48) hours nor more than ten (10) days from the time of the original meeting. The adjournment provisions of this Section 3.6 do not apply to meetings by ballot.

3.7 Order of Business. The order of business at all annual meetings shall be as follows:

- Roll call.
- Proof of notice of meeting or waiver of notice.
- Approval of minutes of the preceding meeting.
- Reports of officers.
- Reports of committees.
- Election of Directors.
- Unfinished business.
- New business.
- Adjournment.

ARTICLE 4 BOARD OF DIRECTORS

4.1 Number and Qualification. The Board shall be composed of five (5) persons, each of whom must be a Member. An officer or employee of a corporation, a member of a limited liability company, a partner of a partnership, the trustee of a trust, the personal representative of an estate, or an employee of a trust or estate may serve on

the Board if the corporation, limited liability company, partnership, trust or estate owns a Lot or Subject Adjacent Land.

4.2 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be done by the Members. The Board shall preserve and maintain minutes of the meetings of the Association, the Board and any Board committees. The Board shall maintain a list of Members entitled to vote at meetings of the Association. The Board shall also keep detailed and accurate financial records including individual assessment accounts, the balance sheet, and income and expense statements. Individual assessment accounts shall designate the name and address of the Member, the amount of each assessment as it becomes due, the amounts paid on the account, and the balance due on assessments. The minutes of the Association, the Board and Board committees, and the Association's financial records shall be reasonably available for review and copying by Members. A reasonable charge may be imposed by the Association for providing copies.

4.3 Other Duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board shall have authority to carry out and shall be responsible for the following matters:

4.3.1 Upkeep of Common Area. Care, upkeep and supervision of the Common Area.

4.3.2 Reserves. Establishment and maintenance of replacement Reserve Accounts that the Board deems prudent for replacement of Common Area improvements or facilities.

4.3.3 Assessment, Determination and Collection. Determination as to amounts and collection of assessments from the Members in accordance with these Bylaws.

4.3.4 Nonwaiver of Assessments. If before the expiration of any fiscal year the Board fails to determine the amount of annual assessments for the next fiscal year, the annual assessments established for the preceding year shall continue until a new annual assessment is determined.

4.3.5 Budget; Voucher System. Establishment of a budget and payment of all common expenses of the Association and institution and maintenance of a voucher system for such payment, which shall require a sufficient number of signatories thereon as may be reasonably necessary to prevent any misuse of Association funds.

4.3.6 Insurance. Procurement and maintenance of insurance policies and

payment of the premiums out of the common expense funds in respect to the Common Area, as more specifically provided in Article 8 of these Bylaws.

4.3.7 Personnel. Designation and dismissal of the personnel necessary for the maintenance and operation of the Common Area and the Association.

4.3.8 Financial Statements. Causing the preparation of annual financial statements of the Association.

4.3.9 Rules. Adoption and amendment of administrative Rules and Regulations governing the details of administration of the Association and operation, repairs, maintenance, and use of the Common Area; provided, however, that any such Rules and Regulations shall always be subject to rescission or amendment by the Association upon the vote of a Majority of Members Present at any properly called meeting.

4.3.10 Copies of Documents. Maintenance of copies suitable for duplication of the following: Bylaws, Rules and Regulations and any amendments thereto, the most recent annual financial statement, and the current operating budget of the Association.

4.3.11 Special Assessments. Levy of special assessments against a Member or all Members in the following manner for the following purposes:

4.3.11.1 Correct Deficit. To correct a deficit in the operating budget;

4.3.11.2 Special Obligations of a Member. To collect amounts due to the Association from a Member for a breach of the Member's obligation under these Bylaws or the Rules and Regulations of the Board;

4.3.11.3 Repairs. To make repairs or renovations to the Common Area if sufficient funds are not available from the operating budget;

4.3.11.4 Capital Improvements. To make capital acquisitions, additions or improvements which have been approved by a majority of the voting power of the Members; or

4.3.12 Income Tax Returns; Determination of Fiscal Year.

4.3.12.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board.

4.3.12.2 Tax Returns. The Board, in its sole discretion, shall determine the manner in which all necessary income tax returns are filed and of selecting any and all persons to prepare such tax returns.

4.4 Limited Authority. The Board shall not take any of the following actions, except with the vote or written assent of a Majority of the Members:

4.4.1 Third Party Contracts. Enter into a contract with a third party wherein the third person will furnish goods or services for the Common Area or the Association for a term longer than one (1) year with the following exceptions:

4.4.1.1 A management contract.

4.4.1.2 A contract with a public utility company in Coos County, or a service contract if the rates charged for the materials or services are regulated by the Oregon Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.

4.4.1.3 A prepaid insurance policy the term of which does not exceed three (3) years, provided that the policy permits short-rate cancellation by the insured.

4.4.2 Capital Expenditures. Incur aggregate expenditures for capital improvements to the Common Area during any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

4.4.3 Compensating Board Members. Pay compensation to members of the Board or officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may cause a Board member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

4.5 Management Agent/Caretaker. The Board may employ a management agent and/or a caretaker, to be compensated in an amount established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4.3 of these Bylaws.

4.6 Election and Term of Office. At the organizational meeting of Members, the term of office of two (2) Directors elected shall be fixed for three (3) years; the term of office of two (2) Directors shall be fixed at two (2) years; and the term of office of one (1) Director shall be fixed at one (1) year. Should the number of Directors serving on the Board be increased or decreased, the same sequential election terms shall apply as nearly

as is practicable. Upon expiration of the initial term of office of each respective Director, such Director's successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

4.7 Vacancies. Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled for the balance of the term of each directorship by vote of a majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected upon expiration of the term for which such person was elected by the other Directors to serve.

4.8 Removal of Directors. At any legal annual or special meeting, other than a meeting by ballot, any one (1) or more of the Directors may be removed with or without cause, by a vote of a Majority of the Members and a successor may be then and there elected to fill the vacancy thus created; provided, however, that the notice of meeting shall specifically indicate that the removal of one (1) or more named Directors is an agenda item for such meeting. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at such meeting. Any Director who fails to attend three (3) successive meetings of the Board that have been properly called, or who has failed to attend more than one third (1/3) of the Board meetings that have been properly called during a twelve (12) month period, may be removed by a majority of the remaining Directors.

4.9 Organizational Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the Association meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to hold such meeting legally, providing a majority of the newly elected attend such meeting.

4.10 Regular Meetings. Regular meetings of the Board may be held at such time and place (provided that the meeting takes place in Coos County, Oregon) as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board may be called by the President on thirty (30) days' notice to each Director, given personally or by mail, electronic mail, facsimile, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Meeting may be held telephonically.

4.11 Special Meetings. Special meetings of the Board may be called by the President or Secretary or on the written request of at least two (2) Directors. Special meetings of the Board may be called on seven (7) days' notice to each Director, given personally or by mail, electronic mail, telephone or facsimile, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Meeting may be held

telephonically, provided that the appropriate notice and opportunity to attend has been afforded to the Directors.

4.12 Waiver of Notice to Directors. Before, at or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director of the time and place thereof.

4.13 Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors shall be the acts of the Board. If quorum requirements are not met at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.14 Board Meetings Open to All Association Members. Except for executive sessions, all meetings of the Board shall be open to any and all Members of the Association; provided, however, that no Member shall have a right to participate in the Board's meetings unless such Member is also a member of the Board. The President shall have authority to exclude any Member who disrupts the proceedings at a meeting of the Board. At the discretion of the Board, the following matters may be considered in executive sessions:

4.14.1 Consultation with legal counsel concerning rights and duties of the Association regarding existing or potential litigation or criminal matters;

4.14.2 Personnel matters, including salary negotiations and employee discipline; and

4.14.3 Negotiations of contracts with third parties.

4.15 Investment of Reserve Accounts. Assessments paid into Reserve Accounts shall be kept with a safe and responsible depository, shall be accounted for separately and, if invested, the obligation or security shall be fully guaranteed as to principal by the United States of America or one of its agencies. Assessments paid into the Reserve Accounts are the property of the Association and are not refundable to Members who sell their Lot or Subject Adjacent Land.

ARTICLE 5 OFFICERS

5.1 Designation. The principal officers of the Association shall be a

President, a Secretary and a Treasurer, all of whom shall be elected by the Directors. The Directors may appoint an assistant treasurer and an assistant secretary, and any such other officers as in their judgment may be necessary.

5.2 Election of Officers. The officers of the Association may be elected by the Board at the organizational meeting of each new Board or any Board meeting thereafter, and shall hold office at the pleasure of the Board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and such officer's successor may be elected at any regular or special meeting of the Board.

5.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Members from time to time as the President may, in the President's discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

5.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association and shall have charge of such books and papers as the Board may direct; and shall, in general, perform all the duties incident of the office of secretary of an association.

5.6 Treasurer. The Treasurer shall have responsibility for Association funds and securities not otherwise held by the managing agent and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

5.7 Directors as Officers. Any Director may be an officer of the Association.

ARTICLE 6

OBLIGATIONS OF THE MEMBERS

6.1 Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and for the improvement, operation and maintenance of the Common Area and the Association. All Members are obligated to pay assessments imposed by the Association to meet all the Association's general common expenses. Assessments shall be payable on a periodic basis, not more frequently than monthly, as determined by the Board. The Board may,

but shall not be required to, impose interest or a service charge for late installment payments or allow a discount for payment of the annual assessment or any installment in advance.

6.2 Maintenance and Repair.

6.2.1 Lots, Subject Adjacent Land and Improvements. Except as otherwise specifically provided in these Bylaws, every Member must perform promptly all maintenance and repair work to such Member's Lot or Subject Adjacent Land and the exterior of the improvements thereon and keep the same in good repair and sanitary and neat condition.

6.2.2 Reimbursement of Association. Members shall reimburse the Association for any expenditures incurred in repairing or replacing any portion of the Common Area or of any Lot or Subject Adjacent Land that was damaged through such Member's fault and that is not otherwise covered by insurance policies carried by the Member or the Association for the Member's and the Association's benefit. In such circumstances, the insurance obtained by the Member shall be deemed to be the primary coverage. Such charge shall be collectible as a reimbursement assessment as provided in these Bylaws.

6.3 Right of Entry; Easements for Maintenance. An easement hereby is granted to the Association in and through all the Lots and Subject Adjacent Land, providing access at reasonable times and with reasonable notice for purposes of maintenance, repair and replacement of the Common Area. If, in performing such repair and maintenance, the Association needs to alter or damage any Lot or Subject Adjacent Land, it may do so without providing compensation, provided that it promptly restores the Lot or Subject Adjacent Land to substantially its prior condition.

ARTICLE 7

USE AND OCCUPANCY RESTRICTIONS; RULES OF CONDUCT

The use and occupancy restrictions and the rules of conduct set forth in Supplemental CC&Rs shall apply to each Member's use and occupancy of each Lot or Subject Adjacent Land subject to the Supplemental CC&Rs and the Original CC&Rs shall apply to each Member's use and occupancy of each Lot not subject to the Supplemental CC&Rs.

In addition, the Board may promulgate and amend, from time to time, Rules and Regulations concerning use of Sansaria and the Subject Adjacent Land and shall furnish copies of such Rules and Regulations to Members.

ARTICLE 8
INSURANCE

8.1 General. The Board shall obtain and maintain at all times insurance of the type and kind and in the amounts hereinafter provided and additional insurance for such other risks of a similar or dissimilar nature as are now or as shall be hereafter customarily covered by insurance obtained by other planned communities similar in construction and design to Sansaria. Such additional insurance shall be governed by this Article 8.

8.2 Types of Insurance Policies. For the benefit of the Association and the Members, the Board shall obtain and maintain at all times, and shall pay for out of the common expense funds, the following insurance to the extent that it is available at reasonable cost:

8.2.1 Property Insurance. A policy or policies of property insurance, including, but not limited to, fire, extended coverage, vandalism and malicious mischief, for the full insurable replacement value, if available, of all substantial improvements on the Common Area.

8.2.2 Liability. A policy or policies insuring the Association, the Board, the Members individually, and the manager against any liability to the public or the Members and their invitees or tenants, incident to the ownership, supervision, control or use of Sansaria. Limits of liability under such insurance shall be not less than one million dollars (\$1,000,000) per occurrence for bodily injuries and property damage liability. Such limit and coverage shall be reviewed at least annually by the Board, which may increase the limit of and/or coverage, in its discretion. Said policy or policies shall be issued on a commercial General Liability form and shall provide cross liability endorsements wherein the rights of the named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

8.2.3 Workers Compensation. Workers Compensation Insurance to the extent that it is necessary to comply with any applicable laws.

8.2.4 Directors and Officers. Directors and officers insurance to the extent deemed appropriate by the Board.

8.3 Fidelity Bond. For the benefit of the Association and Members, the Board may obtain a fidelity bond naming such persons as may be designated by the Board as principals and the Association and the Members as obligees, for the amount determined by the Board. The Board may pay for such bond out of the common expenses of the Association. In addition, the Board shall require that all officers and employees of the Association handling or responsible for Association funds to obtain adequate fidelity bonds and may pay for the premiums thereon.

8.4 Insurance Companies Authorized. All policies obtained under this Article 8 shall be written by a company licensed to do business in Oregon and holding a "Commissioner's Rating" of "A+" and a size rating of "AAA," or better, by Best's Insurance Reports, or as may be otherwise acceptable to all mortgagees and Directors.

8.5 Provisions in Insurance Policies. The Board shall make every effort to secure insurance policies that will provide for the following:

8.5.1 Waiver of Subrogation. A waiver of subrogation by the insurer as to any claims against the Board, the Members, the manager, and their respective servants, agents, guests and tenants.

8.5.2 Noncancellation for Member Conduct. A provision that the policy cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Members.

8.5.3 Noncancellation Without Opportunity to Cure. A provision that the policy cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board or the manager without prior demand in writing that the Board or manager cure the defect.

8.5.4 No Other Insurance Clauses. A provision that any "no other insurance" clause in the policy exclude individual Members' policies and not otherwise prevent such individual policies from providing coverage for damage to Member's property or the Common Area.

8.6 Other Insurance. The Association shall have no responsibility to procure or to assist Members, or Occupants in procuring property loss insurance or liability insurance other than as expressly stated in this Article 8. Members, and Occupants shall be responsible for procuring all other insurance coverage that they deem necessary or prudent for their protection.

8.7 Review of Insurance Policies. At least annually, the Board shall review all insurance carried by the Association, which review shall include a consultation with a representative of the insurance carrier writing the master policy.

ARTICLE 9 AMENDMENT

Except as otherwise provided in this Article, and the restrictions set forth elsewhere herein, these Bylaws may be amended at any time by an instrument approved

by at least a vote of the Majority of Members. Any amendment must be executed, recorded and certified as provided by law. However, no amendment of these Bylaws may effect an amendment of the Articles without compliance with the Oregon Nonprofit Corporation Act.

ARTICLE 10
PAYMENT OF VOUCHERS

10.1 The Treasurer shall pay all vouchers up to \$1,000 signed by the President, management agent, or other person authorized by the Board. Any voucher in excess of \$1,000 shall require the signature of the President; provided, however, that any withdrawal from Reserve Accounts shall require the signature of two Board members or one Board member and an officer of the Association who is not a Board member.

ARTICLE 11
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

The Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that such person is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if such person acted in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe that such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe that such person's conduct was unlawful. Payment under this clause may be made while such claim, action, suit or proceeding is pending and as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and Members of the

Association who participated with or benefited from the acts that created said liability.

ARTICLE 12
ASSESSMENT COLLECTION COSTS; SUITS AND ACTIONS

A Member shall be obliged to pay reasonable fees and costs (including, but not limited to, attorney's fees) incurred in connection with efforts to collect any delinquent unpaid assessments from such Member, whether or not suit or action is filed. Assessments against Members may include fees, late charges, fines and interest imposed by the Board, in addition to amounts owed toward operating expenses and the funding of reserves. If the Association brings against any Member a suit or action for the collection of any amounts due pursuant to or for the enforcement of any provisions of the Articles or these Bylaws, the Original CC&Rs or the Supplemental CC&Rs such Member shall pay, in addition to all other obligations, the costs of such suit or action, including reasonable attorneys' fees to be fixed by the trial court and, in the event of an appeal, the cost of the appeal, together with reasonable attorneys' fees in the appellate court to be fixed by such court. The Board may file and foreclose a lien against any Member's Lot or Subject Adjacent Land at any time, but not later than six (6) years after the latest lienable charge has been imposed. Once filed, a lien shall accrue all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees (whether or not suit or action is instituted) and other appropriate costs properly chargeable to Member by the Association, until such amounts are fully paid. No particular form of lien shall be required. Liens shall be filed and foreclosed in the manner generally provided in Oregon for foreclosure of real property liens.

ARTICLE 13
MISCELLANEOUS

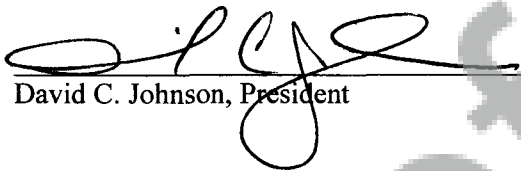
13.1 Notices. All notices to the Association or to the Board shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board hereafter may designate from time to time. All notices to any Member shall be sent to such address as may have been designated by such Member from time to time, in writing to the Board, or if no address has been designated, then to such Member's Lot or Subject Adjacent Land.

13.2 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof that may have occurred and the number of times that the pertinent restriction, condition, obligation or provision was not enforced.

13.3 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the

balance of these Bylaws; provided, however, that if any of the provisions of these Bylaws would violate the rule against perpetuities or any other limitation on the duration of the provisions herein contained imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law, or in the event the rule against perpetuities applies, until twenty one (21) years after the death of the last survivor of the now living descendants of President George W. Bush. As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

The undersigned David C. Johnson and Debra P. Johnson certify that they are the President and Secretary respectively of Sansaria Owners' Association. They further certify that at a meeting duly convened for such purpose at which there was a quorum present, the majority of the Members of the Sansaria Owners' Association approved the foregoing amendments to the Amended and Restated Bylaws of Sansaria Owners' Association on the 21st day of May 2005.


David C. Johnson, President


Debra P. Johnson, Secretary

[Notary blocks on following page]

THE STATE OF: OREGON)

COUNTY OF: Lane)

This instrument was acknowledged before me on May 25th, 2005 by David C. Johnson, President of Sansaria Owner's Association.

Witnessed by hand and this notarial seal, this 25th day of May 2005.



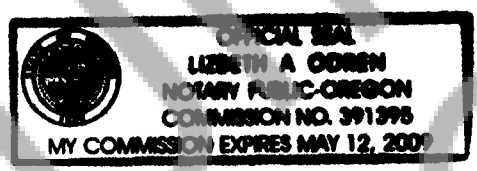
Dustin Hahn
Notary Public in and for the State and County aforesaid
My commission expires: 11/20/08

THE STATE OF: OREGON)

COUNTY OF:)

This instrument was acknowledged before me on 5-23, 2005 by Debra P. Johnson, Secretary of Sansaria Owner's Association.

Witnessed by hand and this notarial seal, this 23rd day of May 2005.



Lizbeth A. Cohen
Notary Public in and for the State and County aforesaid
My commission expires: 5/12/09

After recording return to:
Debra P. Johnson
4252 S.W. McDonnell Terrace
Portland, OR 97239

AMENDED AND RESTATED

BYLAWS

OF

SANSARIA OWNERS' ASSOCIATION

ARTICLE 1

APPLICABILITY AND DEFINITIONS

1.1 Bylaws Applicability. These are Bylaws of the Sansaria Owners' Association, Inc. (the "Association") established pursuant to the Articles of Incorporation filed with the Oregon Corporation Division on March 15, 2000 as amended from time to time. The Association is an Oregon non-profit corporation exempt from taxation under section 528 of the Internal Revenue Code. It is also the same organization as the Sansaria Club and with the same powers as described in section 20 of the Sansaria Protective Covenants dated June 17, 1968 and recorded on June 24, 1968 at microfilm #68-6-29491 in the Coos County, Oregon property records as amended from time to time (the "Original CC&Rs").

1.2 Definitions.

"Adjacent Land" shall mean land, which is not in Sansaria, but is within the boundary of the Original Property.

"Association" is defined above.

"Board" shall mean the Board of Directors of the Association.

"Common Area" shall mean and refer to that area of land shown on the recorded plats of Sansaria, which is not one the platted lots, including any access gate and entryway, public roads, storm drainage ditches, beach access, and improvements thereon, which land has been conveyed to the Association. The roads in Sansaria have been dedicated to Coos County. However, they shall be considered Common Area in these Bylaws.

"Lot" shall mean one of 68 lots created by the Plat of Sansaria recorded June 24, 1968 or one of 102 lots created by the Plat of the First Addition to Sansaria recorded October 25, 1968. A lot shall also include any legal lot which contains one or more of the Lots in Sansaria which has been established through a lot line adjustment or plat amendment.

"Member" shall mean an owner of a Lot(s) or the owner of Subject Adjacent Land(s).

“Non-subject Adjacent Land” shall mean a parcel of Adjacent Land which is not subject to the Supplemental CC&Rs.

“Original CC&Rs” are defined above.

“Original Property” shall mean land acquired by Chesterfield Land Corp., as described in the Deed Records of Coos County, as Document No. 67-12-24484, dated December 11, 1967.

“Sansaria” shall mean all Lots and all Common Area included within the Plat of Sansaria and the Plat of the First Addition of Sansaria as platted and recorded in the Coos County, Oregon Plat Records.

“Subject Adjacent Land” shall mean a parcel of Adjacent Land, which is not a part of a legal lot including a Lot, which has become subject to the Supplemental CC&Rs.

“Supplemental CC&Rs” shall mean the Supplemental Declaration of Protective Covenants, Conditions, and Restrictions - Sansaria recorded in the Deed Records of Coos County on April 14, 2000, as Document No. 2000-3615, as amended from time to time.

1.3 Personal Application. All present or future Members, tenants, occupants, and their employees, and any other person that might occupy any portion of the Lots or Subject Adjacent Land in any manner, shall be subject to the provisions set forth in these Bylaws. The acquisition, rental, or occupancy of any of the Lots or Subject Adjacent Land shall constitute acceptance and ratification of these Bylaws and agreement to comply with all the provisions hereof. Regardless of whether they become Members, owners of Adjacent Land may have obligations as easement owners pursuant to ORS 105.170 et seq. with respect to their easements over Sansaria, including, without limitation, an obligation to contribute toward maintenance costs.

ARTICLE 2
ASSOCIATION MEMBERSHIP, VOTING,
MAJORITY OF MEMBERS, QUORUM, PROXIES

2.1 Membership in the Association. The owner of each Lot or parcel of Subject Adjacent Land shall be a Member of the Association. Upon recordation of a conveyance or contract to convey a Lot or Subject Adjacent Land, the grantee or purchaser named in such conveyance or contract shall automatically be and shall remain a Member of the Association until such time as such person's ownership ceases for any reason. Membership in the Association shall be determined from the Deed Records of Coos County. Each Member shall file with the Association, within 30 days of purchase of a Lot or Subject Adjacent Land or at the request of the Association, a copy of the deed

to or land sale contract for such Member's Lot(s) or Subject Adjacent Land, to which shall be affixed the certificate of the recording officer of Coos County, Oregon, showing the date and place of recording of such deed or contract.

2.2 Voting Rights. Each Member shall be entitled to one (1) vote for each Lot and/or parcel of Subject Adjacent Land owned with respect to all matters upon which Members are entitled to vote.

2.3 Majority of Members. As used in these Bylaws, the term "Majority of Members" shall mean those Members holding over fifty percent (50%) of the votes allocated to the Members. A "Majority of Members Present" shall mean Members holding over fifty percent (50%) of the votes present at any legal meeting.

2.4 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members holding twenty percent (20%) or more of the votes allocated to the Members, as defined in Section 2.2 of this Article, shall constitute a quorum. When a meeting is held by written ballot, a quorum shall be present when ballots are returned representing more than twenty percent (20%) of the vote, unless a larger vote is required to approve a ballot item, in which case the quorum requirements shall be the number of votes required to approve the proposal.

2.5 Voting and Proxies. Votes may be cast in person, by written ballot, or by proxy. Proxies must be filed with the Secretary of the Association ("Secretary") before or during the appointed meeting. A proxy shall expire one (1) year after the date it was signed unless a shorter period is specified in the proxy. A proxy may require the holder to cast a vote for or against any special proposal set out in the notice calling the meeting. A meeting of the Association may be by written ballot, as the Board may elect, rather than at a formal gathering. Ballots for such meeting must be properly executed and returned in sufficient quantity to constitute a quorum and to pass the proposal specifically propounded on the ballot and must comply with the applicable provisions of the Oregon Non Profit Corporation Act ORS Chapter 65. Unless withdrawn, a proxy given to another person to vote at a specific meeting shall also be valid at an adjourned meeting called under the provisions of Section 3.6.

2.6 Authority to Vote. All Members, including those who have leased their Lot or Subject Adjacent Land to a third party, shall be entitled to vote. A Member's right to vote may be suspended by the Board for a violation of the Association rules and regulations or the failure to pay any assessment when due. The suspension of voting rights shall last only so long as the violation or failure to pay assessments remains uncured.

2.7 Fiduciaries and Multiple-owners. An executor, administrator, conservator, trustee or other fiduciary for a Member may vote, in person or by proxy, at any meeting

of the Association with respect to any Lot or Subject Adjacent Land owned by the Member or held by such person in such capacity, whether or not the same shall have been transferred to such person's name, provided that such person has satisfied the Secretary that such person is the fiduciary for the Member. Whenever any Lot or Subject Adjacent Land is owned by two (2) or more persons according to the records of the Association, the vote for such Lot or Subject Adjacent Land may not be split and may be exercised by any one of the owners then present, in the absence of protest by a co-owner. In the event of such protest, no co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of such Lot or Subject Adjacent Land shall be disregarded for all purposes, except for determining whether a quorum is present.

ARTICLE 3 ADMINISTRATION

3.1 Association Responsibilities. Except as otherwise provided in these Bylaws, decisions and resolutions of the Association shall require approval by a majority of the Members present at any legal meeting. A legal meeting is one duly called pursuant to these Bylaws at which a quorum is present, in person or by proxy at a formal gathering.

3.2 Place of Meetings. Formal meetings of the Association shall be held at suitable places within Coos County, Oregon, convenient to the Members as may be designated by the Board. If a vote is taken by written ballot, the Board shall count the returned written ballots within forty eight (48) hours of the ballot return deadline. Each Member shall be notified by mail or other delivery of written notice of the results of the ballot meeting or that a quorum of ballots was not returned within fifteen (15) days after the ballot return deadline. If the Board determines that the number of returned ballots shall not constitute a quorum, the Board may extend the ballot return deadline for one (1) or more periods not exceeding a total of sixty (60) days by written notice to all Members. Further, the Board may count the ballots at any time earlier to determine if the vote at any given time is dispositive of the ballot proposal.

3.3 Annual Meetings. The Board shall set the time and place for each annual meeting of the Members. The Board, at its discretion, from time to time, may change the meeting date, provided that the meeting is held annually by giving not less than 50 days' notice of the changed date. At such meetings, the Members shall elect new members of the Board (the "Directors") in accordance with the requirements of Section 4.6 of these Bylaws to replace those Directors whose terms have expired. The Members also may transact such other business of the Association as may properly come before them.

3.4 Special Meetings. The President shall call a special meeting of the Members if so directed by a resolution of the Board or a petition, presented to the

Secretary and signed by Members holding twenty percent (20%) or more of the Association votes. A Members' petition for a meeting must state the purpose for which the meeting is being called. All meetings called because of a petition of Members shall be held at a formal gathering, and not by ballot, within sixty (60) days after the Secretary's receipt of the petition. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business other than that stated in such notice shall be transacted at a special meeting unless by consent of all the Members or as otherwise set out in these Bylaws.

3.5 Notice of Meetings. The Secretary shall mail a notice of each annual and special meeting and each meeting by ballot, stating the purpose thereof and the time and place where such meeting is to be held, to each Member at least seven (7) but not more than fifty (50) days before such meeting or the date on which ballots for a ballot meeting are required to be returned. Such notices shall be mailed to the Member's address as provided in Section 13.1 of these Bylaws.

3.6 Adjourned Meetings. If any gathering of Members is not a legal meeting because a quorum has not attended, the Majority of Members Present, either in person or by proxy, may adjourn the meeting to a time not less than forty eight (48) hours nor more than ten (10) days from the time of the original meeting. The adjournment provisions of this Section 3.6 do not apply to meetings by ballot.

3.7 Order of Business. The order of business at all annual meetings shall be as follows:

- Roll call.
- Proof of notice of meeting or waiver of notice.
- Approval of minutes of the preceding meeting.
- Reports of officers.
- Reports of committees.
- Election of Directors.
- Unfinished business.
- New business.
- Adjournment.

ARTICLE 4 BOARD OF DIRECTORS

4.1 Number and Qualification. The Board shall be composed of five (5) persons, each of whom must be a Member. An officer or employee of a corporation, a member of a limited liability company, a partner of a partnership, the trustee of a trust, the personal representative of an estate, or an employee of a trust or estate may serve on

the Board if the corporation, limited liability company, partnership, trust or estate owns a Lot or Subject Adjacent Land.

4.2 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be done by the Members. The Board shall preserve and maintain minutes of the meetings of the Association, the Board and any Board committees. The Board shall maintain a list of Members entitled to vote at meetings of the Association. The Board shall also keep detailed and accurate financial records including individual assessment accounts, the balance sheet, and income and expense statements. Individual assessment accounts shall designate the name and address of the Member, the amount of each assessment as it becomes due, the amounts paid on the account, and the balance due on assessments. The minutes of the Association, the Board and Board committees, and the Association's financial records shall be reasonably available for review and copying by Members. A reasonable charge may be imposed by the Association for providing copies.

4.3 Other Duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board shall have authority to carry out and shall be responsible for the following matters:

4.3.1 Upkeep of Common Area. Care, upkeep and supervision of the Common Area.

4.3.2 Reserves. Establishment and maintenance of replacement Reserve Accounts that the Board deems prudent for replacement of Common Area improvements or facilities.

4.3.3 Assessment, Determination and Collection. Determination as to amounts and collection of assessments from the Members in accordance with these Bylaws.

4.3.4 Nonwaiver of Assessments. If before the expiration of any fiscal year the Board fails to determine the amount of annual assessments for the next fiscal year, the annual assessments established for the preceding year shall continue until a new annual assessment is determined.

4.3.5 Budget; Voucher System. Establishment of a budget and payment of all common expenses of the Association and institution and maintenance of a voucher system for such payment, which shall require a sufficient number of signatories thereon as may be reasonably necessary to prevent any misuse of Association funds.

4.3.6 Insurance. Procurement and maintenance of insurance policies and

payment of the premiums out of the common expense funds in respect to the Common Area, as more specifically provided in Article 8 of these Bylaws.

4.3.7 Personnel. Designation and dismissal of the personnel necessary for the maintenance and operation of the Common Area and the Association.

4.3.8 Financial Statements. Causing the preparation of annual financial statements of the Association.

4.3.9 Rules. Adoption and amendment of administrative Rules and Regulations governing the details of administration of the Association and operation, repairs, maintenance, and use of the Common Area; provided, however, that any such Rules and Regulations shall always be subject to rescission or amendment by the Association upon the vote of a Majority of Members Present at any properly called meeting.

4.3.10 Copies of Documents. Maintenance of copies suitable for duplication of the following: Bylaws, Rules and Regulations and any amendments thereto, the most recent annual financial statement, and the current operating budget of the Association.

4.3.11 Special Assessments. Levy of special assessments against a Member or all Members in the following manner for the following purposes:

4.3.11.1 Correct Deficit. To correct a deficit in the operating budget;

4.3.11.2 Special Obligations of a Member. To collect amounts due to the Association from a Member for a breach of the Member's obligation under these Bylaws or the Rules and Regulations of the Board;

4.3.11.3 Repairs. To make repairs or renovations to the Common Area if sufficient funds are not available from the operating budget;

4.3.11.4 Capital Improvements. To make capital acquisitions, additions or improvements which have been approved by a majority of the voting power of the Members; or

4.3.12 Income Tax Returns; Determination of Fiscal Year.

4.3.12.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board.

4.3.12.2 Tax Returns. The Board, in its sole discretion, shall determine the manner in which all necessary income tax returns are filed and of selecting any and all persons to prepare such tax returns.

4.4 Limited Authority. The Board shall not take any of the following actions, except with the vote or written assent of a Majority of the Members:

4.4.1 Third Party Contracts. Enter into a contract with a third party wherein the third person will furnish goods or services for the Common Area or the Association for a term longer than one (1) year with the following exceptions:

4.4.1.1 A management contract.

4.4.1.2 A contract with a public utility company in Coos County, or a service contract if the rates charged for the materials or services are regulated by the Oregon Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.

4.4.1.3 A prepaid insurance policy the term of which does not exceed three (3) years, provided that the policy permits short-rate cancellation by the insured.

4.4.2 Capital Expenditures. Incur aggregate expenditures for capital improvements to the Common Area during any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

4.4.3 Compensating Board Members. Pay compensation to members of the Board or officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may cause a Board member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

4.5 Management Agent/Caretaker. The Board may employ a management agent and/or a caretaker, to be compensated in an amount established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4.3 of these Bylaws.

4.6 Election and Term of Office. At the organizational meeting of Members, the term of office of two (2) Directors elected shall be fixed for three (3) years; the term of office of two (2) Directors shall be fixed at two (2) years; and the term of office of one (1) Director shall be fixed at one (1) year. Should the number of Directors serving on the Board be increased or decreased, the same sequential election terms shall apply as nearly

as is practicable. Upon expiration of the initial term of office of each respective Director, such Director's successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

4.7 Vacancies. Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled for the balance of the term of each directorship by vote of a majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected upon expiration of the term for which such person was elected by the other Directors to serve.

4.8 Removal of Directors. At any legal annual or special meeting, other than a meeting by ballot, any one (1) or more of the Directors may be removed with or without cause, by a vote of a Majority of the Members and a successor may be then and there elected to fill the vacancy thus created; provided, however, that the notice of meeting shall specifically indicate that the removal of one (1) or more named Directors is an agenda item for such meeting. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at such meeting. Any Director who fails to attend three (3) successive meetings of the Board that have been properly called, or who has failed to attend more than one third (1/3) of the Board meetings that have been properly called during a twelve (12) month period, may be removed by a majority of the remaining Directors.

4.9 Organizational Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the Association meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to hold such meeting legally, providing a majority of the newly elected attend such meeting.

4.10 Regular Meetings. Regular meetings of the Board may be held at such time and place (provided that the meeting takes place in Coos County, Oregon) as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board may be called by the President on thirty (30) days' notice to each Director, given personally or by mail, electronic mail, facsimile, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Meeting may be held telephonically.

4.11 Special Meetings. Special meetings of the Board may be called by the President or Secretary or on the written request of at least two (2) Directors. Special meetings of the Board may be called on seven (7) days' notice to each Director, given personally or by mail, electronic mail, telephone or facsimile, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Meeting may be held

telephonically, provided that the appropriate notice and opportunity to attend has been afforded to the Directors.

4.12 Waiver of Notice to Directors. Before, at or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director of the time and place thereof.

4.13 Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors shall be the acts of the Board. If quorum requirements are not met at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.14 Board Meetings Open to All Association Members. Except for executive sessions, all meetings of the Board shall be open to any and all Members of the Association; provided, however, that no Member shall have a right to participate in the Board's meetings unless such Member is also a member of the Board. The President shall have authority to exclude any Member who disrupts the proceedings at a meeting of the Board. At the discretion of the Board, the following matters may be considered in executive sessions:

4.14.1 Consultation with legal counsel concerning rights and duties of the Association regarding existing or potential litigation or criminal matters;

4.14.2 Personnel matters, including salary negotiations and employee discipline; and

4.14.3 Negotiations of contracts with third parties.

4.15 Investment of Reserve Accounts. Assessments paid into Reserve Accounts shall be kept with a safe and responsible depository, shall be accounted for separately and, if invested, the obligation or security shall be fully guaranteed as to principal by the United States of America or one of its agencies. Assessments paid into the Reserve Accounts are the property of the Association and are not refundable to Members who sell their Lot or Subject Adjacent Land.

ARTICLE 5 OFFICERS

5.1 Designation. The principal officers of the Association shall be a

President, a Secretary and a Treasurer, all of whom shall be elected by the Directors. The Directors may appoint an assistant treasurer and an assistant secretary, and any such other officers as in their judgment may be necessary.

5.2 Election of Officers. The officers of the Association may be elected by the Board at the organizational meeting of each new Board or any Board meeting thereafter, and shall hold office at the pleasure of the Board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and such officer's successor may be elected at any regular or special meeting of the Board.

5.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Members from time to time as the President may, in the President's discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

5.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association and shall have charge of such books and papers as the Board may direct; and shall, in general, perform all the duties incident of the office of secretary of an association.

5.6 Treasurer. The Treasurer shall have responsibility for Association funds and securities not otherwise held by the managing agent and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

5.7 Directors as Officers. Any Director may be an officer of the Association.

ARTICLE 6

OBLIGATIONS OF THE MEMBERS

6.1 Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and for the improvement, operation and maintenance of the Common Area and the Association. All Members are obligated to pay assessments imposed by the Association to meet all the Association's general common expenses. Assessments shall be payable on a periodic basis, not more frequently than monthly, as determined by the Board. The Board may,

but shall not be required to, impose interest or a service charge for late installment payments or allow a discount for payment of the annual assessment or any installment in advance.

6.2 Maintenance and Repair.

6.2.1 Lots, Subject Adjacent Land and Improvements. Except as otherwise specifically provided in these Bylaws, every Member must perform promptly all maintenance and repair work to such Member's Lot or Subject Adjacent Land and the exterior of the improvements thereon and keep the same in good repair and sanitary and neat condition.

6.2.2 Reimbursement of Association. Members shall reimburse the Association for any expenditures incurred in repairing or replacing any portion of the Common Area or of any Lot or Subject Adjacent Land that was damaged through such Member's fault and that is not otherwise covered by insurance policies carried by the Member or the Association for the Member's and the Association's benefit. In such circumstances, the insurance obtained by the Member shall be deemed to be the primary coverage. Such charge shall be collectible as a reimbursement assessment as provided in these Bylaws.

6.3 Right of Entry; Easements for Maintenance. An easement hereby is granted to the Association in and through all the Lots and Subject Adjacent Land, providing access at reasonable times and with reasonable notice for purposes of maintenance, repair and replacement of the Common Area. If, in performing such repair and maintenance, the Association needs to alter or damage any Lot or Subject Adjacent Land, it may do so without providing compensation, provided that it promptly restores the Lot or Subject Adjacent Land to substantially its prior condition.

ARTICLE 7

USE AND OCCUPANCY RESTRICTIONS; RULES OF CONDUCT

The use and occupancy restrictions and the rules of conduct set forth in Supplemental CC&Rs shall apply to each Member's use and occupancy of each Lot or Subject Adjacent Land subject to the Supplemental CC&Rs and the Original CC&Rs shall apply to each Member's use and occupancy of each Lot not subject to the Supplemental CC&Rs.

In addition, the Board may promulgate and amend, from time to time, Rules and Regulations concerning use of Sansaria and the Subject Adjacent Land and shall furnish copies of such Rules and Regulations to Members.

ARTICLE 8
INSURANCE

8.1 General. The Board shall obtain and maintain at all times insurance of the type and kind and in the amounts hereinafter provided and additional insurance for such other risks of a similar or dissimilar nature as are now or as shall be hereafter customarily covered by insurance obtained by other planned communities similar in construction and design to Sansaria. Such additional insurance shall be governed by this Article 8.

8.2 Types of Insurance Policies. For the benefit of the Association and the Members, the Board shall obtain and maintain at all times, and shall pay for out of the common expense funds, the following insurance to the extent that it is available at reasonable cost:

8.2.1 Property Insurance. A policy or policies of property insurance, including, but not limited to, fire, extended coverage, vandalism and malicious mischief, for the full insurable replacement value, if available, of all substantial improvements on the Common Area.

8.2.2 Liability. A policy or policies insuring the Association, the Board, the Members individually, and the manager against any liability to the public or the Members and their invitees or tenants, incident to the ownership, supervision, control or use of Sansaria. Limits of liability under such insurance shall be not less than one million dollars (\$1,000,000) per occurrence for bodily injuries and property damage liability. Such limit and coverage shall be reviewed at least annually by the Board, which may increase the limit of and/or coverage, in its discretion. Said policy or policies shall be issued on a commercial General Liability form and shall provide cross liability endorsements wherein the rights of the named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

8.2.3 Workers Compensation. Workers Compensation Insurance to the extent that it is necessary to comply with any applicable laws.

8.2.4 Directors and Officers. Directors and officers insurance to the extent deemed appropriate by the Board.

8.3 Fidelity Bond. For the benefit of the Association and Members, the Board may obtain a fidelity bond naming such persons as may be designated by the Board as principals and the Association and the Members as obligees, for the amount determined by the Board. The Board may pay for such bond out of the common expenses of the Association. In addition, the Board shall require that all officers and employees of the Association handling or responsible for Association funds to obtain adequate fidelity bonds and may pay for the premiums thereon.

8.4 Insurance Companies Authorized. All policies obtained under this Article 8 shall be written by a company licensed to do business in Oregon and holding a "Commissioner's Rating" of "A+" and a size rating of "AAA," or better, by Best's Insurance Reports, or as may be otherwise acceptable to all mortgagees and Directors.

8.5 Provisions in Insurance Policies. The Board shall make every effort to secure insurance policies that will provide for the following:

8.5.1 Waiver of Subrogation. A waiver of subrogation by the insurer as to any claims against the Board, the Members, the manager, and their respective servants, agents, guests and tenants.

8.5.2 Noncancellation for Member Conduct. A provision that the policy cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Members.

8.5.3 Noncancellation Without Opportunity to Cure. A provision that the policy cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board or the manager without prior demand in writing that the Board or manager cure the defect.

8.5.4 No Other Insurance Clauses. A provision that any "no other insurance" clause in the policy exclude individual Members' policies and not otherwise prevent such individual policies from providing coverage for damage to Member's property or the Common Area.

8.6 Other Insurance. The Association shall have no responsibility to procure or to assist Members, or Occupants in procuring property loss insurance or liability insurance other than as expressly stated in this Article 8. Members, and Occupants shall be responsible for procuring all other insurance coverage that they deem necessary or prudent for their protection.

8.7 Review of Insurance Policies. At least annually, the Board shall review all insurance carried by the Association, which review shall include a consultation with a representative of the insurance carrier writing the master policy.

ARTICLE 9 AMENDMENT

Except as otherwise provided in this Article, and the restrictions set forth elsewhere herein, these Bylaws may be amended at any time by an instrument approved

by at least a vote of the Majority of Members. Any amendment must be executed, recorded and certified as provided by law. However, no amendment of these Bylaws may effect an amendment of the Articles without compliance with the Oregon Nonprofit Corporation Act.

ARTICLE 10
PAYMENT OF VOUCHERS

10.1 The Treasurer shall pay all vouchers up to \$1,000 signed by the President, management agent, or other person authorized by the Board. Any voucher in excess of \$1,000 shall require the signature of the President; provided, however, that any withdrawal from Reserve Accounts shall require the signature of two Board members or one Board member and an officer of the Association who is not a Board member.

ARTICLE 11
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

The Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that such person is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if such person acted in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe that such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe that such person's conduct was unlawful. Payment under this clause may be made while such claim, action, suit or proceeding is pending and as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and Members of the

Association who participated with or benefited from the acts that created said liability.

ARTICLE 12
ASSESSMENT COLLECTION COSTS; SUITS AND ACTIONS

A Member shall be obliged to pay reasonable fees and costs (including, but not limited to, attorney's fees) incurred in connection with efforts to collect any delinquent unpaid assessments from such Member, whether or not suit or action is filed. Assessments against Members may include fees, late charges, fines and interest imposed by the Board, in addition to amounts owed toward operating expenses and the funding of reserves. If the Association brings against any Member a suit or action for the collection of any amounts due pursuant to or for the enforcement of any provisions of the Articles or these Bylaws, the Original CC&Rs or the Supplemental CC&Rs such Member shall pay, in addition to all other obligations, the costs of such suit or action, including reasonable attorneys' fees to be fixed by the trial court and, in the event of an appeal, the cost of the appeal, together with reasonable attorneys' fees in the appellate court to be fixed by such court. The Board may file and foreclose a lien against any Member's Lot or Subject Adjacent Land at any time, but not later than six (6) years after the latest lienable charge has been imposed. Once filed, a lien shall accrue all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees (whether or not suit or action is instituted) and other appropriate costs properly chargeable to Member by the Association, until such amounts are fully paid. No particular form of lien shall be required. Liens shall be filed and foreclosed in the manner generally provided in Oregon for foreclosure of real property liens.

ARTICLE 13
MISCELLANEOUS

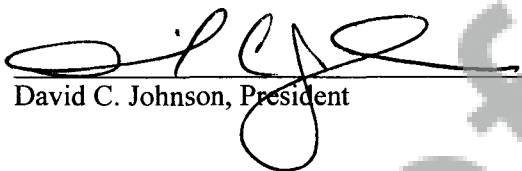
13.1 Notices. All notices to the Association or to the Board shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board hereafter may designate from time to time. All notices to any Member shall be sent to such address as may have been designated by such Member from time to time, in writing to the Board, or if no address has been designated, then to such Member's Lot or Subject Adjacent Land.

13.2 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof that may have occurred and the number of times that the pertinent restriction, condition, obligation or provision was not enforced.

13.3 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the

balance of these Bylaws; provided, however, that if any of the provisions of these Bylaws would violate the rule against perpetuities or any other limitation on the duration of the provisions herein contained imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law, or in the event the rule against perpetuities applies, until twenty one (21) years after the death of the last survivor of the now living descendants of President George W. Bush. As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

The undersigned David C. Johnson and Debra P. Johnson certify that they are the President and Secretary respectively of Sansaria Owners' Association. They further certify that at a meeting duly convened for such purpose at which there was a quorum present, the majority of the Members of the Sansaria Owners' Association approved the foregoing amendments to the Amended and Restated Bylaws of Sansaria Owners' Association on the 21st day of May 2005.


David C. Johnson, President


Debra P. Johnson, Secretary

[Notary blocks on following page]

THE STATE OF: OREGON)

COUNTY OF: Lane)

This instrument was acknowledged before me on May 25th, 2005 by David C. Johnson, President of Sansaria Owner's Association.

Witnessed by hand and this notarial seal, this 25th day of May 2005.



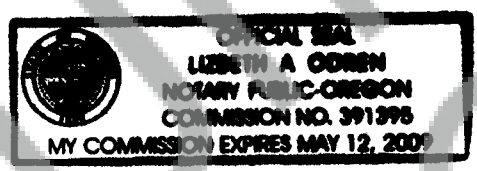
Dustin Hahn
Notary Public in and for the State and County aforesaid
My commission expires: 11/20/08

THE STATE OF: OREGON)

COUNTY OF:)

This instrument was acknowledged before me on 5-23, 2005 by Debra P. Johnson, Secretary of Sansaria Owner's Association.

Witnessed by hand and this notarial seal, this 23rd day of May 2005.



Lizbeth A. Cohen
Notary Public in and for the State and County aforesaid
My commission expires: 5/12/09

RECORDING REQUESTED BY:



300 Anderson Ave
Coos Bay, OR 97420

Coos County, Oregon

2019-09313

\$101.00 Pgs=4

10/15/2019 01:14 PM

eRecorded by: TICOR TITLE COOS BAY

Debbie Heller, CCC, Coos County Clerk

GRANTOR'S NAME:

Jodi L. Matt and John A. Matt

GRANTEE'S NAME:

Leigh Welling

AFTER RECORDING RETURN TO:

Order No.: 360619028540-LS

Leigh Welling

11161 Briggs Court

Anchorage, AK 99516

SEND TAX STATEMENTS TO:

Leigh Welling

11161 Briggs Court

Anchorage, AK 99516

APN: 7500200

Map: 26S-14W-33CC-4400

0 Pacific Surf Lane, 26S-14W-33CC-4400, Bandon, OR 97411

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Jodi L. Matt and John A. Matt, Grantor, conveys and warrants to Leigh Welling, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Coos, State of Oregon:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS SEVENTY-FOUR THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$74,250.00). (See ORS 93.030).

Subject to:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

STATUTORY WARRANTY DEED

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 10-11-19

Jodi L. Matt
Jodi L. Matt

John A. Matt
John A. Matt

State of Texas

County of Fort Bend

This instrument was acknowledged before me on October 11, 2019
by Jodi L. Matt and John A. Matt.

Karissa Nicole Hubbard-Graves
Notary Public - State of Texas

My Commission Expires: 2/16/2021

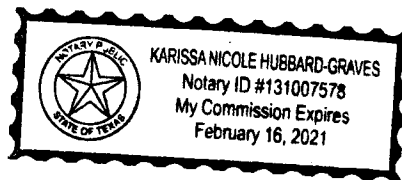


EXHIBIT "A"
Legal Description

Lots 23, 24, 25 and 26, Block 6, PLAT OF FIRST ADDITION TO SANSARIA, Coos County, Oregon.

ALSO Beginning at the Southwest corner of Lot 26, Block 6, Plat of First Addition to Sansaria in Section 33, Township 26 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, at which a 3/4 inch iron pipe is set per Plat; thence North 56° 28' 24" West 80.04 feet to 1 5/8 inch iron rod set per boundary adjustment survey CS 21B31B, Records of Coos County Surveyor to the true point of beginning; thence North 54° 39' 26" East 222.87 feet to the Southeast corner of Lot 14, Block 6, Plat of First Addition to Sansaria, Coos County, Oregon; thence South 33° 36' 37" West (South 33° 30' 00" West, Plat) 210.22 feet along the West line of Lots 24, 25 and 26 of Block 6, to the Southwest corner of Lot 26 at which a 3/4 inch iron pipe is set per said Plat; thence North 56° 28' 24" West 80.04 feet to a 5/8 inch iron rod being the true point of beginning.

EXHIBIT "B"
Exceptions

Subject to:

Easements, conditions, restrictions and notes as delineated on the recorded plat of First Addition to Sansaria.

Easements, conditions, restrictions and notes as delineated on the recorded plat of Sansaria.

Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: June 24, 1968

Recording No: 68-6-29491

Amendment(s)/Modification(s) of said covenants, conditions and restrictions

Recording Date: June 10, 1985

Recording No: 85-2-7840

Amendment(s)/Modification(s) of said covenants, conditions and restrictions

Recording Date: December 31, 1997

Recording No: 97-12-1213

Amendment(s)/Modification(s) of said covenants, conditions and restrictions

Recording Date: April 14, 2000

Recording No: 2000-3615

Amendment(s)/Modification(s) of said covenants, conditions and restrictions

Recording Date: May 31, 2005

Recording No: 2005-7673

Amendment(s)/Modification(s) of said covenants, conditions and restrictions

Recording Date: April 30, 2005

Recording No: 2005-7674

Amendment(s)/Modification(s) of said covenants, conditions and restrictions

Recording Date: May 31, 2005

Recording No: 2005-7675

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Recording Date: June 10, 1985

Recording No: 85-2-7840

Matters contained in that certain Road Maintenance Agreement which document, among other things, may provide for liens and charges.

Executed by: Melvin L. McDougal and Francis L. Carrington

Recording Date: May 19, 1998

Recording No: 98-5-0767

Reference is hereby made to said document for full particulars.

By-laws of Sansaria Owner's Association

Recording Date: May 31, 2005

Recording No.: 2005-7674

Liens and assessments, if any, by the Sansaria Owners' Association

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Sansaria Owners' Association

Recording Date: July 18, 2011

Recording No: 2011-5623