

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
DRIFTWOOD POINTE ESTATES, A CLASS I PLANNED COMMUNITY  
Located in Brookings (Harbor) Oregon**

This Declaration of Covenants, Conditions and Restrictions (CC&Rs) is made pursuant to the provisions of ORS 94.550 to ORS 94.783 (OREGON PLANNED COMMUNITY ACT) and executed on October 29, 2008, in Curry County, Oregon, by June M. Jones, Trustee of the Margaret J. Rapraeger Trust and Representative of all the Owners, as of this date, of all lots encompassed within Driftwood Pointe Estates, ("Declarant").

WHEREAS, Declarant intends to distribute or sell the property described in Exhibit A restricting the conveyances in accordance with a common plan designed to preserve the value and residential qualities of the land, for the benefit of its future owners, and

WHEREAS, the Declarant, has the right to issue a Declaration of Covenants, Conditions and Restrictions (CC&Rs) as to that real property to be included within the planned community, which property is fully described in the attached and incorporated exhibits, and which includes certain parcels or improvements which shall be owned and maintained as common property, which common property is further described in the attached and incorporated exhibits.

NOW, THEREFORE, Declarant declares that Driftwood Pointe Estates will be held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the terms, covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of Driftwood Pointe Estates and of each and every person or entity who now or in the future owns any portion or portions of the real property. Each grantee of a conveyance or purchaser under a contract or agreement of sale covering any right, title, or interest in any part of Driftwood Pointe Estates, by accepting a deed or a contract of sale or agreement of purchase, accepts the conveyance subject to, and agrees to be bound by, any and all of the terms, covenants and restrictions set forth in this Declaration.

**1. DEFINITIONS**

- 1.1 **Architectural Control Committee.** The Architectural Control Committee is appointed by the Board of Directors and is responsible for ensuring that improvements to each lot are consistent with these CC&Rs and any other guidelines adopted by the Committee.
- 1.2 **Articles or Bylaws.** The Articles of Incorporation or the Bylaws of the Association.
- 1.3 **Association.** The Driftwood Pointe Estates Homeowners Association, an Oregon mutual benefit, not-for-profit corporation.
- 1.4 **Board.** The Board of Directors of the Association.
- 1.5 **Common Roads, Structures and Beach Access.** Those roads, structures and beach access shown on the final map to be easements which are open to common use of the Declarant, the Lot Owners, their guests and their invitees.

- 1.6 **Declarant.** June M. Jones, Trustee of the Margaret J. Rapraeger Trust and Representative of all the Owners, as of this date, of all lots encompassed within Driftwood Pointe Estates.
- 1.7 **Declaration.** This statement of Covenants, Conditions and Restrictions.
- 1.8 **Final Map.** The final map for this Subdivision as shown in Exhibits A and B.
- 1.9 **Lot.** A legal subdivision of land within the Subdivision.
- 1.10 **Lot Owner or Lot Owners.** Depending on context, the owner or owners of a single Lot within the Subdivision or, collectively, the owners of all of the Lots within the Subdivision.
- 1.11 **Members.** The members of the Association, which may also be referred to as the Lot Owners.
- 1.12 **Subdivision.** Driftwood Pointe Estates as shown or described in Exhibits A and B.

**2. MANAGEMENT AND CONTROL**

- 2.1 **Subdivision Name And Classification.** The name of the subdivision is Driftwood Pointe Estates. Driftwood Pointe Estates is a Class I planned community.
  - 2.1.1 **Purpose and Applicability.** Driftwood Pointe Estates is intended to be a premier gated residential community on the southern Oregon coast that provides a beautiful and stable living environment designed to protect long-term property values. To varying degrees, each lot in the Subdivision will have ocean frontage, an ocean view, and/or deeded beach access via steps or trails to the beach that are maintained by the Homeowners Association.
  - 2.1.2 **Statutory Regulation.** Driftwood Pointe Estates is subject to the provisions of ORS 94.550 to ORS 94.783.
  - 2.1.3 **Legal descriptions.** Legal descriptions of real property in the planned community include (1) Exhibit A for description of all property in the community—i.e., lots 1 thru 19, and (2) Exhibit B for description of all common property and easements in the community—i.e., streets, entry gate, perimeter block wall, easements for drainage swales, gazebo and trail/steps to beach. Any deeds and/or easements to the common property will be delivered to the Homeowners Association following final plat approval by Curry County.
  - 2.1.4 **Easements.** Development of Driftwood Pointe Estates has necessitated the creation of certain easements: Harbor Sanitary District easements, Coos-Curry Electric easements, and other easements necessary to provide the necessary utilities for the property. Additional easements exist for the commonly-shared areas such as the trail to the beach, the gazebo, the wall and other commonly-shared amenities that are administered and maintained by the Association. The Final Maps (Exhibit A and B) are attached.  
  
The easement area of each lot shall be maintained in a clean and attractive condition at all times, but no structure may be built on these easements.

While plantings of grass or other greenery is permitted, it is permitted only if the plantings do not interfere or damage the utilities or property features protected by the easement, with the further understanding that future repair or replacement of the facilities or utilities may disturb or damage the plantings.

2.1.5 **Common Roads and Structures.** Each Lot shall have the right to use the Common Roads, structures, and paths within the Subdivision. It will be the responsibility of the Driftwood Pointe Homeowners Association to maintain, replace, improve and repair these common improvements in good operating condition, and to assess dues and establish a reserve account sufficient to replace or repair them as needed. In particular, the road, including the paved surface, curbs, gutters, drains and sidewalks, shall be maintained by the Association in a manner consistent with county road standards for public roads as set forth in Article 3 Chapter 3 of the County Code.

In the event that the Association is disbanded and no local governmental entity agrees to maintain the roads, ownership and maintenance responsibilities for such roads, structures and paths will be apportioned to each Lot.

2.2 **Homeowners Association.** Driftwood Pointe Estates shall be managed and controlled by the Driftwood Pointe Estates Homeowners Association, an Oregon non-profit, mutual benefit corporation. The Association shall be charged with duties that include, but are not limited to, maintenance of common roads, structures, and beach access; on-going storm drainage and erosion control; architectural control; and the enforcement of this Declaration.

2.2.1 **Organizational Meeting, Membership and Voting Rights.** Following the closing of the first lot sale, Declarant will assume administrative control of the Homeowners Association and responsibility for Association actions until up to fifty percent (50%) of the lots are sold. Declarant will then arrange for a first meeting of the Association and the transfer of administrative responsibility of Driftwood Pointe Estates from the Declarant to the Association.

2.2.1.1 **Organizational Meeting.** The first meeting of the Homeowners Association shall be held within 90 days after the closing of the sale of the lot that represents fifty percent (50%) of the lots of the subdivision. At the first meeting, the lot owners/association members shall elect directors and transact such other business of the Association as allowed by the rules and procedures outlined in the Association Bylaws.

2.2.1.2 **Membership.** The members of the Association are the Lot owners within the Subdivision. Each Lot owner shall remain a member of the Association until their ownership interest in a Lot in the Subdivision ceases, at which time the Lot owner's

membership in the Association shall automatically cease and the right to membership passes to the next Lot owner. Persons or entities holding an interest in a Lot merely as security for performance of an obligation are not to be regarded as Members unless and until they acquire title to the Lot.

2.2.1.3 **Equal Voting Rights**. Each Member of the Association shall have equal voting rights, except that if a Lot is owned by more than one Member they must cast only one vote for each Lot owned. If any Lot is owned by more than one Member, those Members shall designate a single individual member among them to cast their vote.

2.2.2.4 **Voting**. Except as otherwise provided in this Declaration, the Articles or the Bylaws, all matters requiring the approval of the Association members shall be deemed approved if members holding a majority of the total voting rights assent to them by written consent as provided in the Bylaws or if approved by a majority vote of a quorum of Lot Owners at any regular or special meeting held in accordance with the Bylaws. Special Declarant Rights may apply. [See 3.12].

2.2.2 **Assessments and Fees**. The Association shall have the power to establish, fix, and levy assessments against the Lot Owners and to enforce payment of such assessments, in accordance with the provisions of this Declaration and the Bylaws. The Association will establish in its Bylaws (1) a method for determining liability for common expenses, (2) when lots become subject to assessment, and (3) provisions for establishing a reserve account and for the preparation, review and update of the reserve study. Assessments for the reserve account begin accruing for all lots from the date the first Lot is conveyed.

2.2.3 **Amendments to Declaration**. The Association shall use the same method for amending this declaration as is provided for amending its Bylaws. However, the percentage of votes required will be the approval of seventy (75) percent of the Lot Owners rather than the majority vote as is provided for in amending the Bylaws. Special Declarant Rights may apply. [See 3.12].

2.3 **Bylaws**. The Driftwood Pointe Estates Homeowners Association shall be governed by the bylaws adopted **in accordance** with this declaration. A copy of the bylaws shall be recorded in the office of the Curry County Recorder.

2.4 **Architectural Control Committee**. The Architectural Control Committee shall be composed of three (3) Members who are appointed by the Association's Director(s) subject to Special Declarant Rights [See 3.12]. Such members must be an owner or part-owner of a lot and will not be entitled to compensation for services performed pursuant to this covenant. However, a majority of the committee may designate a designated representative to act on its behalf who is

not a lot owner and who may be paid for services performed. At any time, the owners of a majority of the lots will have the power through a duly recorded written instrument to change the membership of the committee or to revise any of its powers and duties

- 2.4.1 **Approval of Plans and Principles to be applied.** In general, the Architectural Control Committee will apply the design and use restrictions listed in these covenants to ensure that no building or structure—including, but not limited to primary residences, garages, carports, swimming pools, green houses, storage sheds, boat or trailer storage, fences and animal runs—is 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 as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finish grade elevation, or any other concern the Committee has in its role to protect the integrity, design and attractiveness of the subdivision.
- 2.4.2 **Committee Procedures.** The Architectural Control Committee's approval or disapproval as required in these covenants must 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 will be deemed to have been fully complied with.
- 2.4.3 **Additional Design Guidelines.** Subject to the oversight and approval of the Board of Directors, the Committee may adopt and apply additional procedural rules, regulations, restrictions, architectural standards and design guidelines that will govern building design, materials and finishes for all dwellings and related structures within Driftwood Pointe Estates.

3. **SPECIFIC COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO DRIFTWOOD POINTE ESTATES**

- 3.1 **Land Use and Building Type.** All buildings and improvements added to the lots of Driftwood Pointe Estates must be approved by the Architectural Control Committee
  - 3.1.1 Only one single family dwelling may be constructed on each Lot and shall be built on site. Mobile, pre-fabricated and manufactured homes are not permitted and will not be approved by the Architectural Control Committee [Special Declarant Right, see 3.12]
  - 3.1.2 All buildings constructed shall conform to existing local building and zoning codes.
  - 3.1.3 Each dwelling shall be used only for single family, residential purposes. If the dwelling includes guest quarters or a mother-in-law type apartment,

it must maintain the appearance of a single family dwelling from the common roads and all adjoining properties.

- 3.1.4 The single family dwelling shall include a garage capable of holding at least two automobiles and a paved (concrete, asphalt or equivalent) driveway from the Common Roads to the garage which provides a parking area in front of the garage for at least two automobiles. Such garages shall not be constructed to house vehicles, trailers or other equipment greater than 11 feet high or more than 30 feet long.
- 3.1.5 Any lot line adjustments or other modifications to lots within the subdivision (such as the division of a lot or the merging of two lots into one) must have advance approval from the Association before application is made to Curry County. In addition, Homeowners Association fees will reflect the original lot configuration.
- 3.2 **Dwelling Size.** Each single family dwelling shall have at least 1,800 square feet of living space. If a two-story dwelling, the main level shall have at least 1,500 square feet. In total, however, the dwelling, garage and outbuildings shall not cover more than 50 percent of the lot size. For lots next to the bluff, this 50 percent restriction will be based on the usable area above the bluff rather than total lot size.
- 3.3 **Building Design, Materials and Finishes.** All dwellings and related structures within Driftwood Pointe Estates shall be designed and built in accordance with these CC&Rs and any other specific rules, regulations, restrictions, standards or guidelines established by the Architectural Control Committee.
  - 3.3.1 The Architectural Guidelines will, as a minimum, address standards for overall design, exterior materials, roofing, outbuildings, exterior lighting, antennas and service facilities, landscaping, walls and fencing, and mailboxes and address numbers.
  - 3.3.2 Lot owners will provide copies of building plans to the Committee at least 15 working days prior to applying for permits from Curry County or other local, state, or Federal agencies. Such plans and documentation will include, as a minimum, plot plans, exterior elevation, building plans, landscaping plans, and descriptions of exterior materials (including siding, roofing and paint) to be used.
- 3.4 **Construction and Landscaping.** Construction of any dwelling shall be completed, including exterior decoration, within twelve (12) months from the date of the start of construction. A landscaped visible yard surrounding the single family dwelling shall be installed within six (6) months of completion of construction and start of occupancy.
  - 3.4.1 During construction, the construction site shall be kept in a neat and orderly condition. Construction shall be conducted in so far as reasonably possible in a manner so as not to interfere with other

properties or Common Roads. During construction a temporary building or trailer may be used as an office and/or for storage.

3.4.2 Notwithstanding the foregoing timeframe on construction completion, lot owners will have the right to repair or restore improvements on a lot at their discretion in the event of damage or destruction.

3.5 **Parking.** In general, owners or occupants are expected to keep their vehicles in their driveway or garage and not to park them on the Common Roads. Additional restrictions are as follows:

3.5.1 All recreational vehicles, motor homes, trailers, campers, boats, equipment and other like items regularly kept on each Lot must be kept within the confines of an enclosed garage.

3.5.2 Inoperative vehicles or equipment of any sort are not allowed to remain in view from the Common Roads or any neighboring property for longer than seventy-two (72) hours.

3.5.3 All automobiles in excess of two (2) that are regularly kept on each Lot must be garaged rather than continuously parked in a driveway.

3.6 **Business and Commercial Activity.** No business, business-like or commercial activity shall be conducted except as provided for in the Association's Bylaws.

3.7 **Walls and Fencing.** In general, Lot owners shall not construct walls or fences that obstruct ocean views. No wall or fence will be constructed without prior approval of the Association and will not normally be higher than four (4) feet nor extend beyond the sides of the house.

Also, Declarant has constructed a concrete block wall on the exterior perimeter of Driftwood Pointe Estates. Each Lot owner shall assist in maintaining this wall in good repair by notifying the Association of maintenance needed to the extent that the wall is located on their Lot. No additions or modifications may be made to this wall nor shall any building or permanent structure be constructed within five (5) feet of this wall without the prior approval of the Association. Additional restrictions on walls and fences may be provided for in the Association's Bylaws and Architectural Guidelines.

3.8 **Occupants.** Occupancy of all dwellings shall be restricted to members of the same family. For purposes of this section, a "family" shall mean (a) a group of persons immediately related to each other by blood, marriage, adoption or similar close relationship or (b) a group of not more than four (4) persons not all so related who maintain a common household, all excluding domestic servants.

3.8.1 **Temporary Residency.** The foregoing restrictions shall not prohibit any occupant of the dwelling from having temporary residents, but such temporary residency shall not exceed stays of longer than ninety (90) days.

3.8.2 **Leased/Rented Properties.** Owners may rent all or a portion of their properties, except that short-term rentals of less than 1 month (30 days)

will not be allowed. All non-owner occupants who take possession of any property within Driftwood Pointe Estates by rent, lease, or otherwise, must comply with all provisions of these CC&Rs and all rules of the Homeowners Association. The owner of the property will be liable for all infractions or damages caused by their non-owner occupants.

3.8.3 Owner Responsibility. The ultimate responsibility of compliance with CC&Rs for Driftwood Pointe Estates will remain with the property owners.

3.9 **Community Environment.** All lot owners and occupants will assist in maintaining a subdivision which creates an attractive, healthful, efficient, and stable environment.

3.9.1 Maintenance. The dwelling and the lawns and plantings on each Lot shall be kept in a maintained and repaired condition so as to keep the same in a clean, sanitary and attractive condition. The Association may hire a landscaper to regularly mow all lots within the subdivision or, as necessary, to mow or maintain a specific neglected, vacant or undeveloped lot and to bill the lot owner for any expenses incurred.

3.9.2 Signs. No signs shall be erected on any lot other than one sign advertising a home or lot for sale, rent, or lease. The sign shall not exceed 24 inches high and 36 inches long. This restriction shall not prohibit the temporary placement of “political” signs on any lot by the owner, or the placement of a professional sign by a Developer or Declarant, which must comply with local sign ordinances.

3.9.3 Nuisances. No noxious, offensive or unduly noisy activity is permitted nor shall anything be done which is or may become an annoyance or nuisance to any adjoining owner or the neighborhood. Each Lot shall be kept so as to not permit any thing or condition to exist which shall induce, breed or harbor infectious plant diseases or noxious insects and weeds.

3.9.4 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other normal household pets may be kept provided they are not kept, bred or maintained for commercial purposes. Additional rules and guidance may be provided in the Association’s Bylaws.

3.9.5 Garbage and Visual Concealment. No Lot may be used or maintained as a dumping ground for rubbish. Exposed clothes lines, garbage containers, fuel tanks, compost storage areas, firewood, lumber and other like items shall be adequately concealed so as not to be seen from any adjacent property or Common Roads. Trash, garbage and other wastes shall be kept in sanitary containers, shall be secured so as not to attract wildlife, and shall be removed on a weekly basis. Except for the 24 hour period directly prior to and following trash pickup, trash containers shall be kept with the garage or within fenced areas where they cannot be



viewed from neighboring lots or from the street. There shall be no burning or storage of garbage or refuse at any time.

- 3.9.6 **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding may be used on any Lot at any time as a residence either temporarily or permanently.
- 3.9.7 **Violation of Law.** Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of property or any part thereof is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.
- 3.10 **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind will be permitted on or in any lot, nor are oil wells, tanks, tunnels, mineral excavations, or shafts to be permitted on or in any lot. No derrick or other structure designed for use in boring for oil or natural gas may be erected, maintained, or permitted on any Lot.
- 3.11 **Water and Sewer Systems.** No individual water system or sewage-disposal system will be permitted on any Lot. Each Lot shall be required to connect to the public water and sewer systems currently owned and operated by the Harbor Water District, and the Harbor Sanitary District, respectively, or their successor organizations.
- 3.12 **Special Declarant Rights.** Special declarant rights and related timeframes include the following:
  - 3.12.1 During any period of time, not to exceed 15 years, that any lot is owned by June M. Jones, or her heirs or devisees, these CC&Rs shall not be amended, expire or be terminated without the written, recorded consent of these owners.
  - 3.12.2 During any period of time, not to exceed 15 years, that any lot is owned by June M. Jones, or her heirs or devisees, these owners shall have the right to serve on or appoint one member of the Board unless written notice is provided to the Association to terminate this special declarant right.
  - 3.12.3 During any period of time, not to exceed 15 years, that any lot is owned by June M. Jones, or her heirs or devisees, these owners shall appoint the Chairman of the Architectural Control Committee unless written notice is provided to the Association to terminate this special declarant right.
  - 3.12.4 During any period of time, not to exceed 15 years, that any lot is owned by June M. Jones, or her heirs or devisees, the Association shall not sell, convey, or encumber any portion of the common property without the approval of these owners unless written notice is provided to the Association to terminate this special declarant right.

- 3.12.5 During any period of time, not to exceed 15 years, that any lot is owned by June M. Jones, or her heirs or devisees, the Association shall not permit a mobile, pre-fabricated or a manufactured home to be built on any lot in Driftwood Pointe Estates without the approval of these owners unless written notice is provided to the Association to terminate this special declarant right.
- 3.14 **Restrictions on alienation of lots.** No restrictions on alienation of lots is provided for in these CC&Rs.
- 3.15 **Sale or Transfer of Common Property.** Subject to special declarant rights, the Association shall have the right to sell, convey, or encumber any portion of the common property with the approval of seventy-five percent (75%) of the Lot owners.
- 3.16 **Contemplated improvements.** Declarant has no plans for further improvements to Driftwood Pointe Estates other than completion of planned features such as a block wall, entry gate, street lights, gazebo, and steps or path to the beach. However, Declarant reserves the right to add improvements not described in this Declaration.
- 3.17 **Term.** This Declaration runs with the land and will be binding on all Lot Owners and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration will be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Lot Owners has been recorded, agreeing to change this Declaration in whole or in part.
- 3.18. **Enforcement.** Enforcement will be by proceedings at law or in equity against any person or persons violating or attempting to violate this Declaration either to restrain violation or to recover damages. Any Lot Owner, the Association, or a lien holder will have standing to bring such an action.
- 3.19 **Severability.** Invalidation of any one of these covenants by judgment or court order will not affect any of the other provisions, which will remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions on the date first above written.

\_\_\_\_\_  
Date

\_\_\_\_\_  
June M. Jones

State of Oregon )  
                          ) ss.  
County of Curry )

Subscribed and sworn to before me the \_\_\_\_\_day of October 2008, by June M. Jones, Trustee of the Rapraeger Family Trust.

\_\_\_\_\_  
Notary signature  
My commission expires: \_\_\_\_\_