



Recording Instrument #202105537  
Recorded By: Clatsop County Clerk  
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Transaction date: 05/28/2021 14:52:49  
Deputy: Krevanko

**WHEN RECORDED, RETURN TO:**

Surf Pines Association  
Attn: John Yerke  
33317 Surf Pines Ln  
Warrenton, Oregon 97146

**GRANTOR:** Surf Pines Association

**GRANTEE:** Public

**2021 AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR SURF PINES**

**2021 AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR SURF PINES**

This 2021 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Surf Pines is made by the Surf Pines Association, an Oregon nonprofit corporation. This Declaration supersedes all prior restrictive covenants affecting the subject property.

**RECITALS**

A. Surf Pines Association is the Association of Owners formed pursuant to and incorporated under the Oregon Nonprofit Corporation Act by Articles of Incorporation filed July 2, 1969 in the office of the Oregon Secretary of State, Corporation Division. The Articles of Incorporation were amended and restated by the following instruments filed in the office of the Oregon Secretary of State, Corporation Division:

1. Amended Articles of Incorporation of Surf Pines Association filed May 8, 1989.
2. Amended Articles of Incorporation of Surf Pines Association filed September 13, 1994.
3. Amended Articles of Incorporation of Surf Pines Association filed March 19, 1998.
4. Amended and Restated Articles of Incorporation of Surf Pines Association filed March 8, 2001.
5. Amended Articles of Incorporation of Surf Pines Association filed August 29, 2001.
6. Amended Articles of Incorporation of Surf Pines Association filed December 3, 2019 (referred to as the “**Articles**”).

B. The Association is currently governed by Association bylaws as recorded in the Records of Clatsop County, Oregon:

1. Second Amendment and Restatement to the Bylaws of Surf Pines Association recorded October 3, 1994 in Book 856, Page 556.
2. Amended Bylaws of Surf Pines Association recorded June 7, 2013 as Recording Instrument No. 201304879.

C. Surf Pines is a planned community located in Clatsop County, Oregon consisting of several subdivisions, partitions and separation parcels of land. The Articles contained provisions that normally would have been included in the Declaration of Covenants, Conditions and Restrictions under the Oregon Planned Community Act. Owners within Surf Pines pay regular assessments to the Association for the purposes of maintenance of common property of the Association, which includes entrance monuments, private streets, common areas for general use of members, and for the enforcement of covenants, conditions, and restrictions, and rules and regulations on all Lots within Surf Pines. The property currently subject to the jurisdiction of the Association is described

in the attached **Exhibit A**. The Surf Pines community was not initially created under the Oregon Planned Community Act and therefore the Planned Community Act applies only to the extent provided in ORS 94.572.

D. Under ORS 94.590, Owners representing seventy-five percent (75%) of Lots within Surf Pines may amend any declaration applicable to Lots within Surf Pines. This Amended and Restated Declaration supersedes and replaces in their entirety any other covenants, conditions or restrictions, as well as any such provisions contained in the Association's articles of incorporation, whether or not recorded, and in the event of any conflict between this Declaration and any prior covenant, condition or restriction, this Declaration shall control.

**NOW, THEREFORE**, with the approval of at least seventy-five percent (75%) of Owners within Surf Pines, the Association hereby adopts this Declaration. The Declaration as adopted reads as set forth below.

## **ARTICLE 1** **DEFINITIONS**

As used in this Declaration, the terms set forth below have the following meanings:

**1.1 “Articles of Incorporation”** means the Articles of Incorporation of the Association, filed July 2, 1969 in the office of the Oregon Corporation Commissioner, as they may be amended or restated from time to time.

**1.2 “Assessment”** means any charge imposed or levied by the Association on or against an Owner or Lot pursuant to the provisions of this Declaration, including Assessments and Special Assessments as provided in Article 6 below.

**1.3 “Association”** means Surf Pines Association, an Oregon nonprofit corporation, and its successors and assigns.

**1.4 “Board of Directors” or “the Board”** means the Board of Directors of the Association, elected as provided in this Declaration.

**1.5 “Bylaws”** means the Bylaws of Surf Pines Association, as they may be amended or restated from time to time.

**1.6 “Common Property”:**

(a) Means any real property or interest in real property, including any improvements located thereon, that is owned or leased by the Association, owned as tenants in common by the Owners, or subject to an easement running in favor of the Association.

(b) Does not mean any Lot or other property acquired by the Association:

(1) By foreclosure of the lien for unpaid Assessments against the Lot or other property, or by deed in lieu of foreclosure of the lien.

(2) As a result of any other suit or action to collect unpaid Assessments or to enforce compliance with this Declaration, the Bylaws, or any Policies.

**1.7 “Declaration”** means this Declaration of Covenants, Conditions and Restrictions for Surf Pines, as the document may be amended or restated from time to time.

**1.8 “Delinquent Owner”** means an Owner if any Assessment imposed against the Owner or the Owner’s Lot is delinquent as provided under Section 6.2 below.

**1.9 “Dwelling”** means a single-family residence as defined and permitted under applicable land use regulations.

**1.10 “Individual”** means a human being.

**1.11 “Lot”:**

(a) Means a buildable tax lot within Surf Pines. When applicable, “Lot” includes the Dwelling located thereon as well as an area consisting of a portion of any Lot or contiguous portions of any two (2) or more contiguous Lots.

(b) Does not mean any Lot or portion of any Lot designated as Common Property.

**1.12 “Majority” or “Majority of Owners”** means more than fifty percent (50%) of the Voting Rights allocated to the Owners under Article 8 below.

**1.13 “Oregon Nonprofit Corporation Act”** means ORS Chapter 65.

**1.14 “Owner”:**

(a) Means the person or persons owning any Lot (including the holder of a vendee’s interest under a land sale contract, unless otherwise stated in the contract), but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot (including the holder of a vendor’s interest under a land sale contract, unless otherwise stated in the contract).

(b) Unless the context or a specially-applicable definition clearly requires otherwise, for the purpose of subsection (a) of this section, the term “person” includes individuals and entities, including, without limitation, corporations, limited liability companies, partnerships and trusts.

**1.15 “Owner in Good Standing”** means an Owner who is not a Delinquent Owner defined under Section 1.8 above.

**1.16 “Percent of Owners” or “Percentage of Owners”** means the percentage of the Voting Rights allocated to the Owners under Article 8 below.

1.17 “**Community**” means the property within the boundary described in the attached **Exhibit A** and all improvements located thereon.

1.18 “**Policies**” means those policies, procedures, rules and regulations adopted by Resolution of the Board of Directors pursuant to the authority granted in this Declaration.

1.19 “**Resident**” means an Owner or occupant.

1.20 “**Resolution**” means a written document that is adopted by the Board of Directors at a meeting of the Board that represents an action taken by the Board for the purpose of adopting Policies or any other purpose authorized by this Declaration and that is included in the minutes for the meeting of the Board at which the Resolution was adopted.

1.21 “**Surf Pines**” means the Community.

1.22 “**Voting Rights**” means the number of votes allocated to an Owner under Article 8 below.

1.23 **Other Definitions.** Terms that are not defined in this Article but are defined elsewhere in this Declaration, whether or not capitalized, have the respective meanings given them in the provisions of this Declaration.

## **ARTICLE 2**

### **NAME AND CLASSIFICATION; INCORPORATION**

The name of the planned community shall be “Surf Pines.” Surf Pines is a Class I Planned Community under Planned Community Act, ORS 94.550 to 94.783, to the extent consistent with this Declaration and the Bylaws in accordance with ORS 94.572. The Association is organized as a nonprofit corporation under the Oregon Nonprofit Corporation Act. The name of the Association is “Surf Pines Association.”

## **ARTICLE 3**

### **PURPOSE; BOUNDARY; PARTITIONS**

3.1 **Purposes.** The purposes for which the Association is organized are:

(1) To engage without profit to the Owners in such activities as may promote, by mutual cooperative efforts, the health, recreation, safety, welfare and common good of the Owners and Residents within Surf Pines, the boundaries of which are more particularly described in the attached **Exhibit A**. A Site Map depicting the areas within the boundaries described is attached as **Exhibit B**.

(2) To provide for the maintenance, preservation and operation of the Common Property for the benefit of the Owners and Residents within Surf Pines.

(3) To provide, maintain and operate parks, athletic facilities, and other recreational facilities which will be for the mutual benefit of the Owners and Residents within Surf Pines.

(4) To engage in lawful activity for which corporations may be organized under the Oregon Nonprofit Corporation Act.

(5) To have, possess and exercise all corporate powers under the Oregon Nonprofit Corporation Act.

(6) No part of the net earnings of the Association shall inure to the benefit of any private individual, and no part of the activities of the Association shall be carrying on of propaganda or otherwise attempting to influence legislation and the Association shall not participate in, or otherwise intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

**3.2 Boundary.** The Surf Pines community shall consist of all property within the boundary described in the attached **Exhibit A**. All lots, parcels, tracts, or any other real property within the described boundary.

**3.3 Partitions and Subdivisions.** Except with written approval of the Board of Directors, owners may not partition, subdivide, or subject a Lot to a lot line adjustment in accordance with local laws and ordinances and regulations. If approval for any such partition, subdivision or lot line adjustment is granted and results in the addition of a Lot, each additional Lot shall have separate voting rights and assessments for each such Lot. An elimination of a Lot in such a case shall result in the elimination of the voting rights and common expenses obligations of that Lot.

#### **ARTICLE 4** **ASSOCIATION AND MEMBERSHIP**

All Owners of property located within the boundaries of that certain tract of land described in the attached **Exhibit A**, by purchase of a property described in the attached **Exhibit A**, are automatically members of the Association. All property described in the attached **Exhibit A** shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration. The easements, covenants, conditions, restrictions and charges described in this Declaration run with the Property and are binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and inure to the benefit of the Association and each Owner. The Surf Pines Association shall be governed by a Board of Directors as more fully provided in the Bylaws. The Bylaws shall be recorded in the records of Clatsop County, Oregon.

#### **ARTICLE 5** **COMMON PROPERTY**

Surf Pines consists of common property, the fee title to which is vested in the Association. Subject to the provisions of this Article, and any other provisions of this Declaration, every Owner and Owner's invitee have a right and easement of use and enjoyment in and to the Common Property.

The Association may execute, acknowledge and deliver leases, easements, rights of way, licenses and other similar interests affecting Common Property and consent to vacation of roadways within and adjacent to Common Property as provided under the Act. The Association may not sell, convey or subject to a security interest any portion of the common property without a vote of owners holding at least eighty percent (80%) of all Lots.

## **ARTICLE 6** **ASSESSMENTS**

**6.1 Creation of Obligation to Pay Assessments.** All Owners are obligated to pay assessments to the Association pursuant to this Declaration and the Bylaws of the Association. The assessments levied by the Association shall be used exclusively for the purposes outlined in Article 3 above and for the administration, management and operation of the Association and the Surf Pines community and for any other purposes required or permitted under this Declaration or the Bylaws.

**6.2 Personal Obligation.** Each assessment, together with interest, late payment charges and collection costs, are the personal obligation of the Owner of the Lot and subsequent Owners. Failure to pay assessments shall subject the Owner to disenfranchisement as provided below.

**6.3 Allocation of Common Expenses and Profits.** Association common expenses and profits shall be allocated equally among all Lots, except to the extent permitted under ORS 94.704, any common expense or any part of a common expense benefitting fewer than all the Lots may be assessed exclusively against the Lots benefitted as an individual assessment. If the Board of Directors determines that any loss or cost incurred by the Association is the fault of one or more Owners, the Association may assess the loss or cost exclusively against the Owners and Lots of the Owners determined at fault as an Individual Assessment.

**6.4 Special Assessments.** In accordance with the Planned Community Act, the Association may levy special assessments as approved by the Board of Directors, provided however that any assessment that is in excess of \$100 per Lot must be approved by a majority of members present in person or by proxy at an Association meeting.

## **ARTICLE 7** **DEFAULT IN PAYMENT OF ASSESSMENTS**

**7.1 Collection of Assessments.** If an assessment levied by the Association is not paid within thirty (30) days of the due date of the assessments as established by the Board, the assessment is delinquent and is subject to interest, late payment charges and collection costs as more fully provided in the Bylaws.

**7.2 Association Lien.** Whenever the Association levies any assessment against a Lot, the Association shall have a lien upon the individual Lot for any unpaid assessments. The lien includes interest, late charges, attorney fees, costs or other amounts imposed under this Declaration or the Bylaws. The lien is prior to a homestead exemption and all other liens or encumbrances upon the Lot except: (a) tax and assessment liens; and (b) a first mortgage or trust deed of record.

**ARTICLE 8**  
**VOTING RIGHTS**

Each Owner shall be entitled to a maximum of one vote per Lot with the following exceptions:

- (1) Multiple Owners of a single Lot shall designate one Owner to cast one vote for the Lot.
- (2) Owners of multiple Lots shall be entitled to cast one vote for each Lot so owned.

**ARTICLE 9**  
**USE RESTRICTIONS; ENFORCEMENT**

**9.1 Residential Use.** Each Lot may be used only for one single-family residence. No structure or object other than a permanent residence affixed to a foundation may be built on each Lot. No trailer, camper, basement, shed, garage, or barn, may be used as a temporary residence for more than fourteen (14) days within a one-year period without prior Board approval or as a permanent residence. The term “residence” in these standards means a main residential structure attached to a fixed foundation and attached or detached accessory structures such as garages, decks, and storage sheds. Minimum Lot size is one acre. Each Lot must have a minimum Lot width of 100 feet. The length to width ratio may not exceed 1:3. All residential structures shall be constructed on-site (pre-cut, on-site assembled homes are permitted). All trailers, mobile homes, and modularly built homes pre-constructed off-site for movement over highways are prohibited.

**9.2 Hazardous Conditions.** Owners shall maintain their property free of hazardous conditions or general nuisances including but not limited to:

- (1) Unprotected excavations more than four feet in depth;
- (2) An accumulation of dead or dying trees, brush or other flammable materials;
- (3) Unused refrigerators, freezers or similar appliances accessible and dangerous to children;
- (4) Structurally unsafe buildings such as one damaged by fire;
- (5) Garbage or odorous materials;
- (6) Dogs allowed to run freely out of sight of the Owner;
- (7) Burning that threatens property and/or health; and
- (8) Dead or uprooted trees not removed thirty (30) days after a Board order for removal.

**9.3 Yard Maintenance; Setbacks.** No part of the residence may be located in the yards required herein. The required front yard shall be 20 feet. The required rear yard shall be 20 feet,



except that on a corner yard it shall be 10 feet. The required side yards shall be 10 feet, except that on a corner Lot the minimum street side yard shall be 20 feet. Exceptions:

(1) For Lots created prior to September 30, 1980 that are less than minimum size, side yards must be at least five feet.

(2) Accessory structures separate from the main building may be located within five feet of a side or rear Lot line.

(3) The main building front steps may project into the front open space. Gutters, chimneys, eaves, and similar architectural features may project not more than two feet into required yards, and surface structures (such as patios) not more than 30 inches high may be located within required yards.

#### **9.4 Views Lines.**

(1) No part of any residence or other construction, nor any other object intruding on views to the west of the ocean-front setback line defined herein, may be placed to the west of that line. Trees, bushes and other vegetation west of that line before October 17, 2009 may be maintained, but no vegetation that may obstruct views may be planted west of the line after that date.

(2) If there are buildings to both the North and South of the Lot, the ocean front setback line for the Lot is a line drawn from the most seaward parts of the foundations of the nearest buildings to the North and South. Otherwise, the ocean setback line is a line parallel to the Ocean Drive right of way drawn at a distance from the midpoint of that right of way equal to the shortest distance from the midpoint of the right of way to the most seaward part of the foundation of the nearest building to the North or South of the Lot.

(3) “Building” for the purpose of establishing a setback line means a principal residence structure attached to a fixed foundation and does not include decks and similar accessory structures.

(4) No subdivision, Lot reconfiguration or similar action may create a right to build beyond the lines set forth in these rules.

(5) No part of any residence, or any other object except flagpoles in compliance with county ordinances, shall be built or installed above a maximum height of 26 feet east of the Ocean Drive right of way or 18 feet West of the Ocean Drive right of way. The height of a structure or other object is measured from the average height of undisturbed ground at the four principal corners of the main structure. This subsection does not apply to trees or other vegetation.

**9.5 Maintenance of Lots.** Owners must repair seriously deteriorated building structures, exterior walls, roofs, fences, driveways, sidewalks, walkways and parking areas.

**9.6 Outdoor Storage.** Storage of items (other than stacked firewood) including but not limited to tires, lumber, household appliances, furniture, fixtures or inoperable vehicles is permitted only within the confines of a house, garage or storage port.

**9.7 Screening; Parking.** Except as provided herein, the following must be screened from view from the street by being kept either within the confines of an enclosed garage or storage port, or behind shrubbery or a screening fence: Boats, trailers, campers, truck campers, light recreational vehicles, light recreational equipment, trucks (other than pickups), more than four autos or pickups, or vehicle repairs other than emergency repairs. The foregoing vehicles may be parked in view from the street on a temporary basis for not more than one hundred twenty (120) consecutive hours.

**9.8 Rules and Regulations; Enforcement.** If it appears to the Board at any time that a violation of the Declaration or the Bylaws has occurred, the Board shall send a notice to the violation Owner. The notice shall provide the Owner with the opportunity to schedule a hearing not less than thirty (30) days after notice of the hearing and its purpose is mailed by certified mail to the Owner at the address that appears in the records of the Association or actual residence. The Board may adopt further rules and regulations interpreting this Declaration and the Bylaws governing the use of Lots and conduct of Owners. Such rules may include procedures for enforcement and a Schedule of Fines for violations of use restrictions provided in this Declaration, the Bylaws, or any adopted rules and regulations.

**9.9 Actions by Owners.** Subject to ORS 94.630(4), an aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

## **ARTICLE 10** **OFFICES**

The principal office of the Association in the State of Oregon shall be the registered office on file with the Oregon Corporation Commissioner. However, for purposes of general business, an office of the Association shall be located at the street address of the Association's Secretary and the mailing address shall be: Surf Pines Association, 33317 Surf Pines Lane, Warrenton, Oregon 97146. For practical purposes or for purposes of convenience, the Association may have other offices including, but not limited to the homes and places of business of the Officers, either within or outside the State of Oregon, as the Board of Directors may determine or as the business of the Association may from time to time require.

## **ARTICLE 11** **AMENDMENTS**

This Declaration may be amended or repealed by seventy-five percent (75%) of all Owners within Surf Pines. An amendment is not effective until the amendment is:

- (1) Executed and acknowledged by the president and secretary of the Association;
- (2) Certified by the president and secretary of the Association as being adopted in accordance with this Declaration and the applicable provisions of the Act; and
- (3) Recorded in the office of the recording officer of Clatsop County, Oregon.

**ARTICLE 12**  
**GENERAL PROVISIONS**

**12.1 Severability; Number; Construction; Captions.**

(1) The invalidity of any part of this Declaration by judgment or court order does not impair or affect in any manner the validity, enforceability or effect of the balance of this Declaration.

(2) As used in this Declaration: (a) The singular includes the plural and the plural the singular as the context requires; (b) “May not” and “shall not” are equivalent expressions of an absolute prohibition; and (c) The masculine, feminine, and neuter each include the masculine, feminine, and neuter, as the context requires.

(3) This Declaration shall be liberally construed as an entire document to effectuate the intended purposes.

(4) All captions used in this Declaration are intended solely for convenience of reference and in no way limit any of the provisions of this Declaration.


**12.2 Waiver, Precedent and Estoppel.** No restriction, condition, obligation or provision contained in this Declaration, the Bylaws, or rules and regulations may be deemed to have been abrogated or waived by the Association or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same may not be deemed to constitute precedent or estoppel impairing the right of the Association or Owner as to any similar matter.


**12.3 Effect of Municipal Ordinances.** Police, fire and other public safety ordinances of any municipal corporation having jurisdiction over any portion of the Properties govern where more restrictive than the provisions of this Declaration.

**12.4 Conflicts.** Subject to ORS 94.770, if a conflict arises between or among the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and any rules and regulations, the provisions of the Declaration are paramount to those of the Articles, the Bylaws, and the rules and regulations; the Articles of Incorporation are paramount to the Bylaws and the rules and regulations and those of the Bylaws are paramount to the rules and regulations, except to the extent the Declaration, Bylaws and Articles of Incorporation are inconsistent with the Act.

*[signatures on following page]*

**SURF PINES ASSOCIATION**, an Oregon  
nonprofit corporation

By:   
\_\_\_\_\_  
John Yerke, President

By:   
\_\_\_\_\_  
Thomas Smith, Secretary

*[signatures on following page]*

**CERTIFICATION**

The undersigned President and Secretary of the Surf Pines Association hereby certify that the within 2021 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Surf Pines has been approved in accordance with the provisions of ORS 94.590.

*John Yerke*

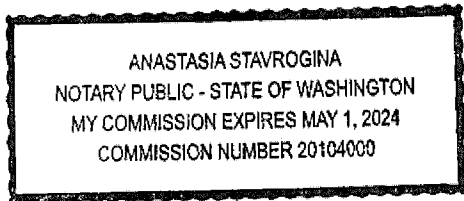
John Yerke, President

*[Signature]*

Thomas Smith, Secretary

STATE OF WASHINGTON )  
 ) ss  
County of King )

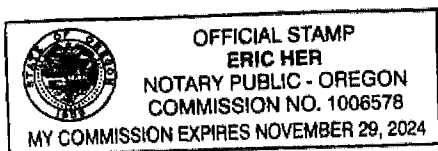
On this 26<sup>th</sup> day of May, 2021, before me personally appeared John Yerke, to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.



*A.A.*  
Notary Public for Washington  
My Commission Expires: 1-May-2024

STATE OF OREGON )  
 ) ss  
County of Washington )

The foregoing instrument was acknowledged before me on the 27<sup>th</sup> day of May 2021, 2021 by Thomas Smith, Secretary of the Surf Pines Association, on its behalf.



*Eric Her*  
Notary Public for Oregon  
My Commission Expires: 11/29/24

**EXHIBIT "A" - BOUNDARIES**  
**March 31, 2020**  
**SURF PINES ASSOCIATION**  
**an Oregon nonprofit corporation**

The following described property situated in Sections 16, 21, and 28, all in Township 7 north, Range 10 west, Willamette meridian, Clatsop County, Oregon.

Beginning at a point which bears south 89° 54' west 437.84 feet of the northwest corner of John Thomas Donation Land Claim No. 41, Section 16, Township 7 north, Range 10 west, Willamette meridian, Clatsop County, Oregon; which point is also the most northerly northeasterly corner of the private road described in Book 243, page 207, Deed Records, Clatsop County, Oregon.

Thence south 89° 54' west 80 feet more or less to the west line of the afore described roadway;

Thence south 08° 04' east 870.5 feet to a point;

Thence south 83° 15' west 1450 feet more or less to the ordinary high tide line of the Pacific Ocean;

Thence southerly along the ordinary high tide line of the Pacific Ocean to the intersection of the westerly extension of the south line of Surf Pines Beach Addition, Block 1, as platted and said ordinary high tide line;

Thence easterly along said westerly extension of the south line of Surf Pines Beach Addition, Block 1 to the southwest corner thereof;

Thence north 89° 35' 10" east along the south line of said plat and the easterly extension thereof to the westerly right of way line of U. S. Highway no. 101, as located in June 1969, which point is the southeast corner of the roadway described in the instrument recorded in Book 203, page 413, Deed Records, Clatsop County, Oregon;

Thence north 80 feet along the right of way of U. S. Highway no. 101 to the northeast corner of said roadway;

Thence south 89° 35' 10" west along the north line of said roadway to the center line of Neacoxie Creek;

Thence northerly along center line of Neacoxie Creek to its point of intersection with the northeast corner of that property described in Book 452, Page 46, Deed Records of Clatsop County, Oregon;

Thence south 89° 56' 30" west 803.4 feet;

Thence south 00° 10' west a distance of 189.7 feet;

Thence south 7° 12' 5" east 440.9 feet more or less to the point of beginning.

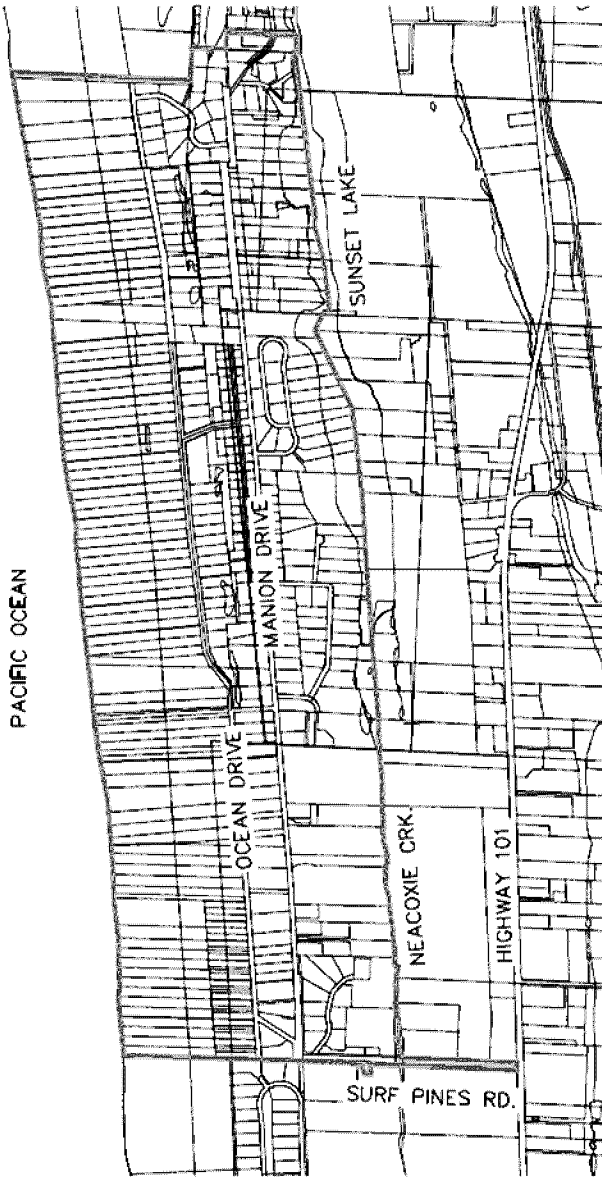
Together with all property within the plat of Strawberry Hill recorded in Book 12, Page 110, Clatsop County Plat Records, together with all roads shown thereon and specifically extending north to the south end of County Road No. 320 together with that property described in Instrument No. 201701376, together with that property described in Instrument No. 200400550, together with Parcels 1 & 2, Partition Plat No. 2007-20 and together with Parcels 1, 2 & 3, Partition Plat No. 2008-08, and together with all roads located within this legal description, Records, Clatsop County, Oregon.

The above legal description is an edited version of an existing legal description entitled "Exhibit "A" – Boundaries, October 3, 1995, SURF PINES ASSOCIATION an Oregon Nonprofit corporation" with additional properties and wording for clarification.



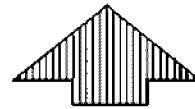
# EXHIBIT B SITE MAP

IN SECTIONS 16, 21 AND 28, T7N, R10W, W.M.  
SURF PINES, CLATSOP COUNTY, OREGON  
DATE: MARCH 31, 2020 SCALE 1" = 2000'



MAP FOR: SURF PINES  
ASSOCIATION

MAP BY: CKI  
P.O. BOX 2699  
GEARHART, OR 97138  
503 738 4320 PHONE



**NORTH**

1" = 2000'



DRAWING NAME: 20-032 DATE OF PLOT: 3/31/20

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JUNE 30, 1997  
SCOTT S. COOTER  
2829

RENEWS 12/31/21