

Proposed changes to 1997 CV CC&Rs

Latest changes made :

~~3/25/17~~

~~3/28/17~~

~~3/29/17~~

~~4/1/17~~

~~4/19/17~~

~~5/3/17~~

~~5/12/17~~

~~5/16/17~~

~~11/28/17~~

~~11/29/17~~

1/17/18

Below are the proposed changes to the CC&Rs.

~~Deleted text is in strike through~~

New text is in bold

[Links have been added for referred ordinances](#)

For those who want to read it without all of the corrections, deletions, and additions highlighted, click [HERE](#) for a "clean" copy.

These are all **proposed** changes and public input is still wanted. If you want your opinion heard, submit your thoughts, in writing, to the office or email to webmaster@cvpoc.com

Thank you,

The CC&R / Bylaws Committee

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COAST VILLAGE
AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS, AND
RESTRICTIONS

1 AMENDED AND RESTATED DECLARATION OF
2 COVENANTS; CONDITIONS, AND RESTRICTIONS
3 OF
4 COAST VILLAGE
5

6
7 THIS AMENDED AND RESTATED DECLARATION made this ____ day of
8 _____ by Coast Village Property Owners Corporation herein
9 "Declarant" is made with reference in the following facts, pursuant to the
10 provisions of the [Oregon Planned Community Act](#) et, seq.
11

12
13 RECITALS
14

15 A. History of Coast Village:
16

17 1970: Bohemia Lumber Co. and Ted Simmaneau formed Century Park
18 Corp. and began development of Coast Village **Campground**.
19 **The first CC&Rs were written and adopted.** ~~the first lots~~
20 ~~were sold in 1972.~~
21

22 **1972: Began lot sales of the final addition to Coast Village**
23 **Campground.**
24

25 1983: Coast Village **Campground** Common Area was sold to Mr. and
26 Mrs. Eldon Nordahl.
27

28 1986: Coast Village **Campground** Common Area was sold to Mr. and
29 Mrs. Alex Schumacher.
30

31 1988: Coast Village **Campground** Property Owners Corporation was
32 formed, a non-profit Corporation consisting of all private lot
33 owners within Coast Village.
34

35 1991: Coast Village **Campground** Property Owners Corporation bought
36 the Common Area and began managing the Planned Community
37 as Declarant under the Declaration.
38

39 **1992: The word "Campground" was dropped from the**
40 **Corporation name.**
41

42 **1994: City of Florence changed block and lot address to current**
43 **numbered street address for emergency 911 response**
44 **purposes.**
45

46 **1995: Spruce Street was put in and created the East and West**

1 portions on Coast Village, moving the main entrance from
2 Hwy 101 to Spruce Street.

3
4 **1997: CC&Rs were rewritten and adopted.**

5
6 **2012: Florence City Code Title 10, Chapter 29, Coast Village**
7 **District (CV) was enacted.**

8
9 **2015: Park Operations Manager was hired to relieve volunteer**
10 **President and Board Members from daily operations.**

11
12
13 ~~The first Declaration of Covenants, Conditions and Restrictions was~~
14 ~~recorded on September 28, 1970 in the Official Records of Lane County,~~
15 ~~Oregon. These were amended and recorded April, 1971; April, 1972;~~
16 ~~May, 1975; May, 1982; and July, 1991.~~

17
18 ~~In April, 1997 a committee was formed to rewrite the Covenants to~~
19 ~~comply with present laws and bring them up to date.~~

20
21 B. Coast Village recorded its original Declaration of Easements, Covenants,
22 Conditions, and Restrictions on September 28, 1970 as instrument No.
23 21673, Reel 499R in the Official Records of Lane County, Oregon.
24 Amendments to the Declaration have been entered into the Official
25 Records of Lane County, Oregon, as follows: Instrument No. 41900 on
26 April 6, 1971; Instrument No. 92851 on April 4, 1972; Instrument No.
27 7519290 on May 19, 1975; Instrument No. 8239247 on October 7,
28 1982; and Instrument No. 9136012 on July 30, 1991. **Need to add**
29 **recording info on the 1997 version.**

30
31 C. The Coast Village, a Planned Community, is located within the City of
32 Florence, Lane County, Oregon. A legal description for this entire
33 Planned Community is attached hereto as Exhibit one (1).
34

35 D. All lots in Coast Village are in Private fee ownership. The Coast Village
36 Common Area became the property of Coast Village Property Owners
37 Corporation, an Oregon non-profit Corporation, by deed recorded on July
38 30, 1991 #Reel 17098, Reception #9136008 in Lane County Official
39 Records.
40

41 E. The Lot Owners of Coast Village now wish to amend and restate the
42 Declaration of Covenants, Conditions, and Restrictions of Coast Village
43 into a single updated document, superseding all previous Declarations of
44 Covenants, Conditions, and Restrictions. By this Declaration, Declarant
45 intends to establish a common scheme and plan for the possession, use,
46 enjoyment, safety, repair, maintenance, restoration, improvement, and

1 enhancement of value of Coast Village.

- 2
- 3 F. The purpose of this ~~Amended and Restated~~ Declaration is to consolidate
4 existing documents into a single updated document and to submit Coast
5 Village Property Owners Corporation to the provisions of the Oregon
6 Planned Community Act and subject said Planned Community into
7 compliance with the current law, ~~ORS 94.585~~ **of the Oregon Revised**
8 **Statutes**.
- 9
- 10 G. In accordance with the provisions for amending the Declaration, this
11 instrument has been signed by Coast Village officers and approved by at
12 least **seventy-five percent (75%)** ~~two-thirds (2/3)~~ of the Lots subject
13 to the Declaration.

14

15 NOW THEREFORE, it is hereby declared that this Declaration shall operate for
16 the mutual benefit of all Owners of Coast Village and shall constitute
17 covenants to run with the land and shall be binding **the Corporation**, all
18 owners ~~and the Corporation~~ and their grantees, successors, and assigns **to**
19 **same**.

20

21

22 ARTICLE 1

23

24 Definitions

25

26 In addition to other definitions provided for herein, the following terms shall
27 have the following meanings:

- 28
- 29 1.0 "Architectural Review Committee (ARC)": ~~Or "ARC"s~~ **Shall mean the**
30 **committee appointed for the purpose of reviewing and approving**
31 **architectural improvements and reviewing Greenbelts** in
32 accordance with **this Declaration, the Bylaws, and the Rules and**
33 **Regulations.** ~~Coast Village Covenants and Bylaws.~~
- 34
- 35 1.1 "Articles": Shall mean Articles of Incorporation of Coast Village
36 Property Owners Corporation.
- 37
- 38 1.2 "Dues": Dues are the **annual** assessment levied ~~each year~~ for
39 operating expenses.
- 40
- 41 1.3 "Special Assessments": A specified amount assessed each lot for a
42 limited time to pay for special expenditures.
- 43
- 44 1.4 "Board": Shall mean the Board of Directors of the Coast Village
45 Property Owners Corporation.
- 46

- 1 1.5 "Bylaws": Shall mean the Bylaws of Coast Village Property Owners
2 Corporation as amended from time to time.
3
- 4 1.6 "Coast Village": Is the name of the development and shall mean the
5 entire development as recorded in the official records of Lane County,
6 Oregon including all lots, common areas, and additions.
7
- 8 1.7 "Common Area": All Areas in the Coast Village Planned Community
9 except those areas platted as private lots.
10
- 11 1.8 "Corporation": Refers to Coast Village Property Owners Corporation
12 (CVPOC), an Oregon non-profit Corporation, which **said** Corporation
13 shall carry out the directives of the Lot Owners.
14
- 15 1.9 "Declarant": Shall mean Coast Village Property Owners Corporation
16 (CVPOC).
17
- 18 1.10 "Declaration": Means this **member approved** Amended and Restated
19 Declaration ~~and any modification or amendment thereto~~, duly recorded
20 in the Official Records of Lane County, Oregon.
21
- 22 1.11 "Lot": Means any private platted lot within the Coast Village Planned
23 Community, except Lot 32, Block 2, Coast Village First Addition (**141**
24 **Outer Dr**) and that real property described as PARCEL II in deed
25 recorded at Reel 1489R, Reception #8752204 in Lane County Official
26 Records which two parcels combined shall constitute one lot hereunder
27 (tax lots 200 and 301); and Lots 15 and 16, Block 10, Coast Village
28 Second Addition, (**85 Outer Dr**) which two lots combined shall
29 constitute one lot hereunder (tax lots 21900 and 22000); and Lots 14
30 and Lot C, Coast Village Third Addition, (**23 Sand Dollar**) which two
31 lots together shall constitute one lot; hereunder (tax lots 1907 and
32 1908); and Lots 12 and 13, Block 11, Coast Village Second Addition,
33 (**53 & 55 Outer Dr**) which two lots combined shall constitute one lot
34 hereunder (tax lots 16500 and 16600); and lots 40 and 41, Block 2,
35 Coast Village Second Addition, (**95 & 96 Outer Dr**) which two lots
36 combined shall constitute one lot hereunder (tax lots 17800 and
37 17900); and Lots 42 and 43, Block 2, Coast Village Second Addition,
38 (**93 & 94 Outer Dr**) which two lots combined shall constitute one lot
39 hereunder (tax lots 17600 and 17700); and Lots 12 and 13, Block 10,
40 Coast Village Second Addition (**87 & 88 Outer Dr**) which two lots
41 combined shall constitute one lot hereunder (tax lots 22200 and
42 22300).
43
- 44 1.12 "Member": Shall mean a person entitled to membership in the
45 Corporation. Membership is attendant to lot ownership within Coast
46 Village, there being one membership per lot (see 4.2.D for multiple

1 ownership). Transfers of ownership of any privately held lot within
2 Coast Village automatically transfers membership in the Corporation to
3 the new owner(s) of each lot.
4

5 1.13 "Mortgage" and "Mortgagee": Refer, respectively, to a recorded
6 mortgage, trust deed, or contract of sale and the holder, beneficiary, or
7 vendor of such instrument.
8

9 1.14 "Lot Owner": Refers to every record owner **of record**, including a
10 contract vendee (**contract buyer**), of a fee or undivided fee interest
11 in every lot within **Coast Village** ~~the property to which this~~
12 ~~Declaration applies~~, except that ownership acquired or held and
13 intended solely as security including a vendor's (**mortgage holder**)
14 interest under a Land Sale Contract, for the performance of an
15 obligation shall not constitute ownership.
16

17 1.15 "Lot Representative": **For all Lots, the lot owner shall be the Lot**
18 **Representative.** On Lots with more than one Owner, a Lot
19 representative shall be an individual designated by those owners to
20 represent them in the transaction of all business with **CVPOC Coast**
21 **Village**, including but not limited to voting.
22

23 1.16 "Recreation Facilities": Means the real and personal **corporate**
24 property improvements now existing, or hereafter constructed and
25 placed upon the Common Area, which the Board may designate for the
26 common use of Lot Owners, including but not limited to swimming
27 pools, laundry rooms, meeting rooms, sauna, restrooms, etc.
28

29 1.17 "Planned Community": Refers to the entire Coast Village property
30 ~~submitted to this Amended and Restated Declaration, and all buildings,~~
31 ~~improvements, and rights located on or belonging to all.~~
32

33 1.18 "Incorporation by Reference": Except as otherwise provided in this
34 ~~Amended and Restated Declaration~~, each of the terms used herein that
35 are defined in Oregon Revised Statutes, the Oregon Planned
36 Community Act, shall have the meanings set forth in such section.
37

38 1.19 "Utilities": ~~Means the original utility services furnished to each lot,~~
39 ~~which are~~ **Are** domestic water supply, sewer service, refuse collection,
40 and no other.
41

42 1.20 "Dwelling Unit and Guest Quarters": **As defined in Florence City**
43 **Code, Coast Village District (CV)**. ~~Any structure which contains~~
44 ~~sleeping and/or cooking and/or bathing facilities and which is occupied~~
45 ~~by an individual(s) for more than six (6) months in any twelve (12)~~
46 ~~month period.~~

- 1
2 **1.21 "Utility Easement": Three (3) feet on each side of the**
3 **pavement, where CVPOC and other lot owners have an**
4 **easement to install and maintain their utility and power**
5 **installations.**
6
7 **1.22 "Fostered": Shall mean watered, fertilized, and removal of dead**
8 **vegetation. Need definition clarified.**
9
10 **1.23 "Maintained": Shall mean kept (i.e. no living natural vegetation**
11 **shall be cut or removed from the greenbelt, etc.) Need**
12 **definition clarified.**
13
14
15 **1.24 "Natural Vegetation": Shall mean vegetation indigenous to the**
16 **Florence region, or other drought-tolerant species as provided**
17 **for in the Florence Approved Plant List, to include trees.**
18
19 **1.25 "Dangerous Tree": Any tree documented as hazardous to life or**
20 **property by a licensed tree authority.**
21
22
23

24 ARTICLE 2

25 Grant of Easements and Limitations

- 26
27
28 2.0 Easements granted under the Declaration of September 28, 1970 shall
29 continue and are as follows:
30
31 A. Reserved to Declarant, a perpetual, non-exclusive easement for
32 right-of-way purposes on, over, and across the roads subject and
33 subordinate to the installation and maintenance of equipment and
34 facilities and underground utility services by the Declarant within
35 the roads.
36
37 B. Reserved to the Declarant, a perpetual, non-exclusive easement
38 for installation of utility connection (hook-up) facilities between the
39 underground utility services installed within roads, to the front lot
40 line of each lot adjacent to the roads.
41
42 C. Reserved to Lot Owners, a perpetual, non-exclusive right-of-way
43 for pedestrian **(does this allow for vehicles?)** ingress and
44 egress on, over, and through the common area for the use, benefit,
45 and enjoyment of the recreation facilities, **and access to**
46 **individual lots** which easements shall be and are appurtenant to

1 each lot within the **Coast Village** properties and shall
2 automatically pass as appurtenances in each deed of conveyance
3 of each lot. All of the foregoing is expressly subject to all existing
4 and future conditions and limitations thereon described in this
5 Declaration.
6

7 2.1 Use and Ownership of Common Area: The collective owners of each
8 lot have an equal and undivided 1/252 interest in the **Corporation**
9 ~~common areas including the recreation facilities~~. All owners have the
10 right to use recreation facilities subject to this Declaration and to any
11 rules and regulations promulgated by the Board.
12

13 2.2 Limitations: Conditions and limitations upon the easements and uses
14 described in Section **2.0** ~~2.1~~ shall be as follows:
15

16 A. The continuing right of the Board to impose reasonable rules and
17 regulations governing the use of the common area and recreation
18 facilities, including but not limited to the right to restrict, suspend,
19 ~~or temporarily~~ or permanently cancel the right of any owner to use
20 the ~~common area and recreation~~ **Coast Village** facilities because
21 of a violation of those rules and regulations, and the continuing
22 right of the Board to modify such rules and regulations.
23

24 B. The continuing right of the Board to limit the number of guests of
25 each Lot Owner who shall be entitled to the use of **Coast Village**
26 ~~the common area and recreation~~ facilities.
27

28 C. The continuing right of the Board to impose reasonable charges for
29 admission and other fees for the use of any ~~common area and~~
30 ~~recreation~~ **Coast Village** facilities by any invitee of Owners
31 including but not limited to guests, tenants, etc., for any extra or
32 other than ordinary use of such ~~common area and recreation~~
33 **Coast Village** facilities by owners or guests, and the continuing
34 right of the Board to change such charges and fees from time to
35 time.
36

37 2.3 Utilities, Rights, Duties, and Easements: All **existing** facilities for
38 cable television service, electrical supply, water supply, sewage
39 disposal, and telephone have been installed underground **and all new**
40 **facilities (including, without limitation, repairs or replacements**
41 **to existing facilities) shall be installed underground**. Lot Owners
42 shall be solely responsible for any modification, ~~or~~ replacement, **or**
43 **repair** of utility hook-up and charges ~~and~~ for all other services.
44

45 A. The Corporation shall maintain all utility installations located within
46 the Common Area except for those arranged to be maintained by

1 Utility companies, public or private.

2
3 B. An easement for ingress, egress, and support through the Common
4 Area is hereby granted to the City of Florence, utilities serving
5 Coast Village, law enforcement, fire protection, ambulance,
6 welfare, and other related agencies, their vehicles and personnel,
7 as reasonably necessary to perform their duties. An easement for
8 the purpose of installing, maintaining, and repairing of necessary
9 utility lines and installations on, over, and through the common
10 area and the Lots is hereby granted to the Corporation and to all
11 utility companies serving Coast Village, both public and private.

12
13 C. **Lot Owners are granted a utility easement for the purpose of**
14 **installing, maintaining, and repairing utility lines and**
15 **installations within three (3) feet in from the edge of paved**
16 **roads.**

17
18 D. **When a Lot Owner elects to pave the driveway across the**
19 **Utility Easement, said Lot Owner shall assume responsibility**
20 **for any increased costs required to locate, install, and**
21 **maintain covered utility lines. Said lot owner shall also be**
22 **responsible for the repair of the driveway.**

23
24
25 ARTICLE 3

26
27 Description of the Property

28
29 ~~The property~~ **Coast Village, as defined** and submitted to the Oregon
30 Planned Community Act by this ~~Amended and Restated~~ Declaration is located
31 in Florence, Lane County, Oregon. A legal description of the property is
32 attached as Exhibit One (1), and is shown more particularly in the map
33 which is attached as Exhibit Two (2) **showing Blocks and Lot numbers.**
34 **Exhibit Three (3) shows Lot Addresses as changed by The City of**
35 **Florence in 1994 for 911 purposes.**

36
37
38 ARTICLE 4

39
40 Corporation Membership and Voting

41
42 4.0 Corporation Obligation: The corporation shall be obligated to manage
43 and maintain Coast Village in accordance with Coast Village documents
44 and all applicable laws, regulations, and ordinances.

45
46 4.1 Membership, Transferred Membership: Each Lot **owner** shall be a

1 member of the Corporation as described in 1.12, and shall remain a
2 Member thereof until such time as the ownership ceases for any
3 reason, at which time **the owner's** membership in the Corporation
4 shall automatically cease. Membership in the Corporation shall not be
5 transferred, pledged, or alienated in any way except upon the transfer
6 of ownership of the Lot to which it is appurtenant, and then only to a
7 new Owner. Any attempt to make a prohibited transfer is void. Any
8 transfer of title to a Lot or interest in it shall operate automatically to
9 transfer the appurtenant membership rights in the Corporation to the
10 new Owner.

11
12 4.2 Voting: Each Lot shall be allocated one vote in the affairs of the
13 Corporation. Only the Lot Representative may vote. The method of
14 voting shall be **in accordance with Oregon Revised Statutes, and**
15 **as** specified in the Bylaws.

16
17 A. ~~The voting rights may be temporarily suspended by the Board of~~
18 ~~Directors for a delinquency in the payment of assessments, dues,~~
19 ~~and utilities attributable to that Lot or as a result of a disciplinary~~
20 ~~action taken against a Lot Owner pursuant to the provisions of~~
21 ~~Coast Village documents.~~

22
23 B. Any ballot deposited in the United States mail with postage fully
24 prepaid and addressed to the Lot Representative **or sent by**
25 **electronic means to the email address on file without an**
26 **undeliverable notification**, shall be deemed to have been
27 received by the Lot Representative. **Need lawyers to review.**

28
29 C. Any owner of multiple lots shall have one vote per lot.

30
31 D. No vote for a Lot shall be cast on a fractional basis. The Lot
32 Representative shall vote for a particular lot. It shall be
33 conclusively presumed for all purposes that the Lot Representative
34 was acting with the authority and consent of all other co-owners of
35 the same lot.

36
37 4.3 Record Date: The Corporation shall fix in advance a date as a record
38 date for the determination of the Members entitled to notice of and to
39 vote at any meeting of the Corporation and entitled to cast written
40 ballots. The record date shall not be less than ten (10) nor more than
41 ninety (90) days prior to any meeting or taking action.

42
43 4.4 Membership Meetings: Regular and special meetings of the members
44 of the corporation shall be held with the frequency at the time and
45 place and in accordance with the provisions of the Bylaws.
46

1 4.5 Board of Directors: The affairs of the Corporation shall be managed by
2 the Board of ~~Directors~~, which shall be established and which shall
3 conduct regular and special meetings according to the provisions of
4 the ~~Articles~~ **Declaration** and Bylaws and the applicable statutes of the
5 State of Oregon.
6

7 4.6 Rights and Duties: The Corporation has such powers and duties as are
8 granted to it by the Oregon Planned Community Act, including each of
9 the powers set forth in Oregon Revised Statutes, together with such
10 additional powers and duties given by Coast Village documents.
11

12 4.7 Limitations:

13
14 **A.** All Board action shall be by majority vote of the Board. The Board
15 must approve removal of any funds from the Reserve Account.
16 Individual Board members are prohibited from withdrawing funds
17 from the Corporation's Reserve Account without the signatures of
18 at least two (2) Board Members.
19

20 **B.** No compensation shall be given to Directors of the Corporation for
21 services performed in the conductance of Board activities. The
22 Board may, however, reimburse a Director for expenses incurred in
23 carrying out the business of the Corporation's **Board**.
24 **Additionally, a director may be compensated for labor**
25 **and/or services to the Corporation in a non-Board capacity.**
26

27 **C.** Except with the approval of a majority of the lot representatives
28 voting, the Board shall be prohibited from taking any of the
29 following action:
30

31 **1.** Making capital expenditures or unanticipated expenditures
32 exceeding ~~five percent (5%)~~ **ten percent (10%)** of the
33 annual budget. **However, approval by a majority of the**
34 **Lot Representatives is not required for the purchase of a**
35 **lot at foreclosure or other judicial purchases in the name**
36 **of the Corporation on behalf of all Lot Owners.**
37

38 **2.** Selling, during any fiscal year, **Common Area or other**
39 **Common** Property of the Corporation having an aggregate fair
40 market value greater than ten percent (10%) of the budgeted
41 gross expenses of the Corporation for that fiscal year.
42

43 **3.** The ~~Board of Directors may selling,~~ **conveying,** or **subjecting**
44 to a security interest any portion of the common areas only
45 pursuant to the provisions of Oregon Revised Statutes and
46 subject to any further limitations within this Declaration or the

1 Bylaws.

2
3
4 ARTICLE 5

5
6 Noncompliance and Residential Use Restrictions

7
8 5.0 Non-Compliance: If any lot or real or personal property improvements
9 thereon shall violate any of the provisions of this ~~Amended and~~
10 ~~Restated Declaration, or the Bylaws,~~ **or the Rules and Regulations**
11 **derived from said documents**, the Corporation may give written
12 notice to the owner of such lot and order the owner to correct all
13 deficiencies and violations specified in that notice. If such matters are
14 not corrected within thirty (30) days after such notice is given, then
15 the Board of Directors may after giving owners an opportunity for a
16 hearing, elect to cause such deficiencies and violations to be corrected
17 and may charge the lot owner the reasonable cost thereof or assess
18 the fine as stated in the Rules and Regulations. Either of the above
19 costs shall be deemed to be additional assessments pursuant to
20 Section 7 of this ~~Amended and Restated Declaration and the Bylaws.~~

21
22 5.1 Residential Use: Each Lot is to be used for a single family residence
23 only, ~~except as stated in 5.6 and may not be divided.~~ Additional
24 limitations on use are contained in the ~~Bylaws by which all owners are~~
25 ~~bound~~ **Corporation's Rules and Regulations.**

26
27 5.2 Dwelling Units Permitted Buildings and Uses:

28
29 A. City of Florence, Title 10 Chapter 29, Coast Village District
30 (CV), Section 3, covers permanent and temporary dwellings
31 within Coast Village. ~~Except as otherwise provided or allowed by~~
32 ~~the Board of Directors for good cause shown, only one dwelling~~
33 ~~unit shall be allowed per lot.~~

34
35 B. ~~As of the date of 1997 recording date of this previous document,~~
36 ~~any Lot containing two dwelling units shall be allowed to continue~~
37 ~~until such time as a dwelling unit is unoccupied, removed or sold,~~
38 ~~after which only one dwelling unit shall be allowed.~~

39
40 C. Any new installation or replacement of a permitted building
41 ~~dwelling unit structure~~ is subject to maximum age and physical
42 condition requirements at the time of the installation as
43 determined by the Board **as specified in the Rules &**
44 **Regulations** of Directors. ~~Any new installation which does not~~
45 ~~have a holding tank can be no older than five years at the time of~~
46 ~~installation except as otherwise allowed by the Board of Directors.~~

1 Review and appeal procedures are specified in the Bylaws. All lot
2 development plans must be approved by the ARC before the Lot
3 Owner requests a building permit from the City of Florence.
4

5
6 ~~D. Dwellings of conventional construction must meet all city and other
7 governmental building codes and requirements. This restriction
8 will allow attractive recreational cabins or residential housing for
9 small families that is compatible with the wooded, natural setting
10 of Coast Village. The intent is that permanent small dwellings may
11 preserve the value of Coast Village for a longer duration of time.~~
12

13 5.3 ~~Temporary Restricted New Structures:~~ No temporary structure of
14 any kind, including tent, truck-mounted camper, bus, shack or other
15 outbuilding shall be used on any individual lot at any time as a
16 permanent residence. **Only certified mobile or manufactured
17 units (ANSI 119.5 or equivalent certification) or city permitted
18 and inspected site-built structures that have been issued a
19 Certificate of Occupancy may be used as a dwelling on any lot.
20 Mobile units used as Guest Quarters are required to have RVIA
21 or equivalent certification and must be in good/operating
22 condition.**
23

24 5.4 Waste and Garbage: No garbage, brush, trash, or other waste may be
25 kept or maintained on any part of the Planned Community **Coast
26 Village** except in an approved container out of sight of the roadway.
27

28 5.5 Unpleasant Conditions and Nuisances: **No condition that violates
29 any Federal, State, County, City, or Coast Village Rules and
30 Regulations will be permitted.** No noxious or offensive or unsightly
31 conditions are permitted upon any portion of the Planned Community
32 **Coast Village** nor anything be done thereon which may be or may
33 become an annoyance or nuisance.
34

35 ~~A. Detached tanks for propane or liquefied petroleum gas or other
36 such fuel shall be easily identifiable as ordered by the Fire
37 Marshall. They may be camouflaged by fence, lattice fence or
38 plants. **Note: Moved to 5.14 below.**~~
39

40 5.6 Business: No owner shall conduct any business or commercial activity
41 necessitating customer roadway traffic within Coast Village.
42

43 5.7 Rentals: Owners shall register all tenants with the Coast Village
44 business office. Each Lot owner(s) shall be financially responsible to
45 the Corporation and to the other Lot Owners for all acts or omissions
46 of its tenant(s), and shall indemnify the Corporation for any and all

1 harms the Corporation may suffer as a result of the tenant(s) acts or
2 omissions, including its related attorney fees and costs incurred.

3
4 A. The above-described expenses relating to tenants if not paid by the
5 Owner when due after written notice shall automatically become a
6 lien on the Owner's Lot.

7
8 5.8 Motor Bikes: ~~Motorbikes, motorcycles or similar vehicles shall not be~~
9 ~~allowed to operate in Coast Village.~~ **Any non-electric vehicle that**
10 **requires any type of Oregon motorcycle endorsement is not**
11 **permitted to operate in Coast Village.**

12
13 5.9 Speed Limit: Speed limit on all roads is ten (10) miles per hour.

14
15 5.10 Burning: A city permit is required for refuse burning of any kind.

16
17 A. Each Lot Owner may have and operate a barbecue or fireplace of
18 ordinary domestic proportions. No fire shall be left unattended at
19 any time.

20
21 B. All barbecue and fireplace areas shall have sufficient clearance
22 from vegetation and other combustible material to prevent any
23 escape of fire.

24
25 C. All fires shall be conducted in the approximate center of a fireproof
26 platform constructed of concrete or of sand and gravel of a depth
27 of not less than six (6) inches and extending not less than four (4)
28 feet in all directions of an active fire.

29
30 5.11 ~~Livestock and Poultry~~: ~~No animals, livestock or poultry of any kind~~
31 ~~shall be raised, bred or kept on any Lot, except that household pets~~
32 ~~may be kept, provided the animal is not kept, bred, or maintained for~~
33 ~~commercial purpose. The owner of a pet permitted hereunder shall~~
34 ~~keep it on a leash or keep it confined to the Lot at all times.~~

35
36 **5.11 Animals: As defined in Florence City Code, Animal Control and**
37 **any additional restrictions defined in the Rules and**
38 **Regulations.**

39
40 5.12 Signs: Except as needed by the Corporation, no sign or other
41 advertising device of any character shall be placed or erected on any
42 lot or maintained upon any part of the properties, except identification
43 signs, **and CVPOC provided "For Sale" signs. "No Trespassing"**
44 **signs placed on perimeter fencing (except the Spruce Street**
45 **fence) facing out are permitted. Sign specifications are**
46 **detailed in the Rules and Regulations. Holiday decorations are**

1 **not considered signs.**

2
3 5.13 Fences:

4
5 A. ~~no fence, gate, or similar structure may be constructed or placed~~
6 ~~on any Lot~~ **Without the prior written approval of the ARC, Board of**
7 ~~Directors and Architectural Review Committee~~ **and then the**
8 **Board, on and after the recording of this amendment in the**
9 **office of the recording officer of Lane County, Oregon:**

- 10
11 1. **No new fence, gate, or similar structure may be**
12 **constructed or placed on any Lot.**
13
14 2. **No fence, gate, or similar structure located on a Lot may**
15 **be altered if the alteration would materially change the**
16 **exterior appearance of the structure.**
17
18 3. **So long as there is minimum impact to the greenbelt and**
19 **the greenbelt is rehabilitated, a property line fence may**
20 **be installed on a surveyed property line with the written**
21 **permission of the ARC and Board. Installation will be**
22 **under the supervision of the ARC. A property line fence**
23 **does not replace the greenbelt requirement.**

24
25
26 B. **Coast Village perimeter fences are exempt from Greenbelt**
27 **requirements.**

28
29 C. **Coast Village Spruce Street fences are exempt from**
30 **Greenbelt requirements and shall have vegetation kept back**
31 **two (2) feet from the fence.**

32
33 **5.14 Fuel Tanks: Detached tanks for propane or liquefied petroleum**
34 **gas or other such fuel shall be easily identifiable, as ordered by**
35 **the Fire Marshall. They may be camouflaged by fence, lattice**
36 **fence, or plants.**

37
38
39 ARTICLE 6

40
41 Corporation of Lot Owners

42
43 6.0 Organization: The Corporation of Lot Owners is organized as an
44 Oregon non-profit Corporation to serve as a means through which the
45 Corporation of Lot Owners may take action with respect to the
46 administration, management, and operation of the Planned

1 Community. The name of this Corporation is Coast Village Property
2 Owners Corporation.

3
4 6.1 Board of Directors: The affairs of the Corporation shall be governed by
5 the Board of ~~Directors~~ as provided in the Bylaws and Articles of
6 Incorporation.

7
8 6.2 Powers and Duties: The Corporation has such powers and duties as
9 are granted to it by the powers set forth in Oregon Revised Statutes,
10 together with such additional powers and duties afforded by this
11 ~~Amended and Restated~~ Declaration and Bylaws.

12
13 6.3 Adoption of the Bylaws and Designation of Manager: Upon the
14 execution and filing of the Declaration, the Corporation shall adopt
15 Bylaws for the Corporation, **if not already in effect.**

16
17 **6.4 Hiring of Management Personnel: The Board of the Corporation**
18 **may hire a manager, managing agent, or maintenance**
19 **supervisor for the Corporation.**

20
21 ~~A. The Board of Directors of the Corporation may hire a manager,~~
22 ~~managing agent or maintenance supervisor for the Corporation.~~

23
24
25 ARTICLE 7

26
27 Assessment/Dues

28
29 7.0 Lien and Personal Obligation for Assessments: All Lot Owners shall be
30 obliged to pay common expenses assessed to them by the Board on
31 behalf of the Corporation pursuant to this Declaration. Assessments
32 may not be waived due to limited or non-use of **the Planned**
33 **Community** ~~common property~~. Until paid, all assessments shall be a
34 continuing lien upon the lot against which such assessments are levied
35 and shall also be a personal obligation of the Owner(s) of such Lot at
36 the time the assessment becomes due. ~~If any Lot is owned by more~~
37 ~~than one Owner, then the assessments shall be the joint and several~~
38 ~~obligation of each Owner.~~

39
40 7.1 Enclosure of Liens for Unpaid Assessments: In any suit brought by the
41 Corporation to foreclose a lien on a Lot because of unpaid assessments
42 as provided by the Oregon Planned Community Act, the Lot Owner
43 shall be required to pay their assessment for the Lot during the
44 pendency of the suit; and the plaintiff in such foreclosure suit shall be
45 entitled to the appointment of a receiver to collect such rental.
46

1 A. The Board, acting on behalf of the Corporation, shall have the
2 power to purchase such Lot at the foreclosure sale and to acquire,
3 hold, lease, or mortgage such lot.

4
5 B. The personal obligation shall not pass to the successors in title to a
6 Lot unless expressly assumed, but the lien shall remain an
7 encumbrance until paid.

8
9 C. ~~The lien shall be subordinate to mortgage or trust deed liens.~~

10
11 D. The assessment rate shall be uniform for all lots. Lots which the
12 Corporation owns are exempt.

13
14 E. The percentage assessed per assessment paying Lot shall be the
15 total number of assessment paying lots (excluding those owned by
16 the Corporation) divided into one hundred (100). For example, if
17 there are 252 assessment paying Lots at Coast Village, then each
18 Lots' share would be .397% of the assessments.

19
20 7.2 Purposes of Assessments: The assessments shall provide revenue to
21 be used for the following purposes:

22
23 A. Operating Capital: Payment of necessary operating expenses
24 incurred in the management and operation of the Coast Village
25 common area and facilities and providing the services which the
26 Corporation is obligated to provide to the Lot Owners, including
27 payment of taxes, insurance, administration, maintenance and
28 repairs, and other expenses as are reasonable and necessary in
29 the proper management and operation of Coast Village.

30
31 B. Debt Retirement: Payment of debt including interest incurred or
32 assumed in connection with the purchase by the Corporation of the
33 Coast Village common area, including both real and personal
34 property. The authority granted under this paragraph is limited to
35 the Corporation and shall not extend to any successor declarant.

36
37 C. Reserves: A portion of the common expense collected from each
38 Lot Owner shall be placed in an account separate from the general
39 operating account in accordance with [Oregon Revised Statutes](#).
40 This separate account is to be used as a reserve account for major
41 maintenance and replacement of the **Coast Village** common
42 property, all or part of which would normally require replacement
43 in more than three (3) or less than thirty (30) years from the time
44 the budget is determined by the Board of Directors.

45
46 1. The Reserve Account shall be used only for the purposes

1 outlined in this section provided, however, that the Board may
2 borrow funds from the reserve account to meet other
3 temporary expenses which will later be paid from assessments,
4 special assessments, or maintenance fees.

5
6 2. Assessments paid into the Reserve Account shall be the
7 property of the Corporation and are not refundable to sellers of
8 Lots. ~~Sellers of Lots may treat their outstanding share of the~~
9 ~~Reserve Account as a separate item in any agreement for the~~
10 ~~sale of their Lot.~~

11
12 7.3 Assessment Authority: The Corporation's Board shall have the power
13 to levy assessments for the purposes specified in this ~~Article~~
14 **Declaration**.

15
16 7.4 Determination of Assessments/Dues: The Board shall, at least
17 annually, prepare a budget for the Corporation, estimate the common
18 expenses expected to be incurred, less any previous over-assessment,
19 and assess the common expenses to each Lot in the proportion set
20 forth in this ~~Article~~ **Declaration**. "Common expenses" shall mean all
21 those costs and expenditures contemplated in paragraph 7.2 above.
22 All annual assessments for operating capital shall be on a fiscal year
23 basis.

24
25 7.5 Assessment Due Date: The Corporation will determine the amount of
26 each annual assessment and provide written notice thereof to each Lot
27 representative not less than thirty (30) days prior to the beginning of
28 each assessment year. **The assessment year commences on July**
29 **1 and ends on June 30, or any other 12-month period which**
30 **may be established by the Corporation or membership at an**
31 **annual meeting**. The assessment may be paid annually on or before
32 ~~January~~ **July 1**, which is the due date, or it may be paid monthly or
33 quarterly, in which case payments shall be due on the first day of the
34 month or quarter.

35
36 **A.** ~~The Corporate fiscal year shall be July 1st through June 30th.~~ **The**
37 **Corporation's fiscal year shall run concurrent with its**
38 **assessment year.**

39
40 **B.** ~~Corporate assessment year shall be January 1st through December~~
41 ~~31st.~~ **Annual assessments may be increased only once in any**
42 **twelve (12) consecutive-month period.**

43
44 7.6 Default in Payment of Common Expenses: In the event of default by
45 any Lot Owner in paying to the Corporation the assessed common
46 expenses and any special assessments, such Lot Owner shall be liable

1 for late payment charges at the rate of nine percent (9%) per annum
2 on such common expenses from the due date thereof or at such
3 greater rate as may be established by the Board, from time to time,
4 not to exceed the maximum lawful rate, if any. In addition the
5 defaulting Owner(s) shall pay any other reasonable late charge
6 established by the Board from time to time, together with all expenses
7 including attorneys' fees (whether or not suit is instituted, and at trial
8 or any appeal there from). The Board shall have the right and duty to
9 recover for the Corporation such common expenses together with such
10 charges, interest, and expenses of any proceedings, including attorney
11 fees by action brought against such Owner(s) or by foreclosure of the
12 lien upon the Lot granted by the Oregon Planned Community Act.
13

14 A. A suit or action to recover a money judgment for unpaid common
15 expenses shall be maintainable at the Corporation's option without
16 foreclosing the liens securing the same.
17

18 **No 7.7?**

19
20 7.8 Responsibility for **Corporation Property** Common Area Damage: The
21 Cost and expense of repair or replacement of any **Corporation**
22 **Property** ~~portion of the Common Area~~ resulting from the willful or
23 negligent act of any Owner, his/her tenants, family, guests, or invitees
24 shall be, ~~in addition to the party at fault,~~ the responsibility of such
25 Owner. The Corporation shall cause such repairs and replacements to
26 be made and individually charge the cost thereof to such Owner,
27 including any legal or court fees incurred.
28

29 A. If payment for said damage is not received by the Corporation
30 within thirty (30) days of written notice, then the amount of the
31 expense of repair and replacement plus any legal or court fees
32 incurred and other reasonable expenses shall be a lien on the
33 Owner's Lot and subject to the default remedies provided above for
34 common area expenses as well as to any other remedies available
35 in law or in equity.
36

37
38 ARTICLE 8

39
40 De-Annexation

41
42 8.0 De-Annexation: There shall be no de-annexation of any **the Planned**
43 **Community** ~~Common Property~~ or individual lots of Coast Village
44 unless approved by seventy-five percent (75%) of the voting
45 representatives and the full one hundred percent (100%) of each lot
46 representative involved with de-annexation.

1
2
3 ARTICLE 9
4

5 General Provisions
6

7 9.0 Enforcement: The Corporation or any lot representative shall have the
8 right to enforce compliance with **this** ~~Coast Village~~ Declaration, ~~or~~ the
9 Bylaws, **or the Rules and Regulations** in any manner provided by
10 law or in equity, including without limitation, the right to enforce **this**
11 ~~Coast Village~~ Declarations, ~~or~~ the Bylaws, **or the Rules and**
12 **Regulations** by bringing an action for damages.
13

14 A. All enforcement powers of the Corporation shall be cumulative.
15 Failure by the Corporation or any Owner to enforce any covenant,
16 lien, or restriction herein contained shall in no event be deemed a
17 waiver to the right to do so thereafter.
18

19 9.1 Responsibility for Legal Costs: In the event the Corporation or any
20 owner shall employ an attorney to enforce the provisions of Coast
21 Village Documents against any Owner, the prevailing party shall be
22 entitled to reasonable attorney's fees and costs in addition to any
23 other amounts due as provided herein.
24

25 9.2 Right of Entry: ~~Right of entry shall be specified in Bylaws.~~
26 **A lot owner shall grant the right of entry to their lot to the**
27 **designated Board member, managing agents, manager,**
28 **maintenance supervisor, or any other person authorized by the**
29 **Corporation in the case of an emergency originating in or**
30 **threatening the lot, or other Coast Village property whether or**
31 **not the owner is present at the time. A lot owner shall also**
32 **permit such persons to enter their lot for the purpose of**
33 **performing installations, alterations, or repairs to the Planned**
34 **Community and for the purpose of inspection to verify that the**
35 **lot owner is complying with the restrictions and requirements**
36 **described in this Declaration, the Bylaws, and the Rules and**
37 **Regulations and to read the park-owned utility meters. Where**
38 **time and conditions permit, written notice shall be given prior**
39 **to any entry onto a member's property by the individuals listed**
40 **above.**
41

42 9.3 Encroachments: Except as otherwise allowed by the Board, no
43 encroachments ~~over property lines or~~ into the greenbelt as defined in
44 10.2A shall be allowed. The Corporation may remove any such
45 encroachments and assess the Lot Owner for removal costs and
46 related administrative costs upon the Lot Owner's failure to comply

1 with the Boards' notice to remove the same.

2
3 9.4 Address and Notices: A Lot representative shall advise CVPOC office of
4 their current mailing address. For all written notices which **the** Board
5 ~~of Directors~~ may elect or be required to send, notice shall be deemed
6 to have been given when deposited in the United States mail, first
7 class, with postage prepaid and addressed to the representative at the
8 address shown on the records. **Need lawyers to review.**

9
10 9.5 Delegation of Use - Voting Rights, Notices: Any owner may delegate
11 the rights of use and enjoyment in Coast Village to the members of the
12 Owner's family, guest, and invitees subject, however, to reasonable
13 rules, regulations, and/or charges imposed by the Corporation.
14 However, if an Owner of a Lot has sold the lot to a contract purchaser,
15 lessee, or rented it, the Owner, the Owner's family, guests, and
16 invitees shall not be entitled to use and enjoy Coast Village while the
17 Owner's Lot is occupied by such contract purchaser, lessee, or tenant.
18 Instead, the contract purchaser, lessee, or tenant while occupying such
19 Lot shall be entitled to use and enjoy Coast Village and may delegate
20 the rights of use and enjoyment in the same manner as if such
21 contract purchaser, lessee, or tenant were the Owner during the period
22 of their occupancy.

23
24 A. During the period of time that an Owner's Lot is occupied by
25 contract purchaser, such contract purchaser shall have the right to
26 exercise such Owner's voting rights in the Corporation. An Owner
27 shall not give any lessee or tenant the right to exercise such
28 Owner's vote.

29
30 B. Any delegated rights of use and enjoyment are subject to
31 suspension to the same extent as are the rights of Owners. Each
32 Owner shall notify the Coast Village business office of the names of
33 any contract purchaser, lessee, or tenants of such Owner's Lot.

34 **Note to lawyer – Does this violate 2.0.C?**

35
36
37 ARTICLE 10

38
39 Architectural Standards

40
41 10.0 Zoning Regulations: Coast Village is a unique "Planned Unit
42 Development" **(PUD)**. **Development of Coast Village is controlled**
43 **by various Governmental laws, regulations, and standards to**
44 **include City of Florence, Title 10 Chapter 29, Coast Village**
45 **District (CV). Additionally, Coast Village incorporates its own**
46 **standards and restrictions through the use of the Declaration.**

1 **Coast Village is authorized to set stricter standards than those**
2 **of the aforementioned Governmental agencies (by Oregon**
3 **State Statutes), but not less than. Coast Village therefore uses**
4 **its Rules and Regulations to restate, and/or specifically inform**
5 **its membership of said higher standards, and the consequences**
6 **of violating same.** ~~formed and operated under "Title 10" of the~~
7 ~~zoning regulations of the City of Florence, Oregon. Development of~~
8 ~~Coast Village is controlled by the standards and restrictions of the~~
9 ~~"single family residential District" except where higher standards or~~
10 ~~specific variances from the "Title 10" restrictions are stated in the~~
11 ~~Amended and Restated Declaration and Bylaws.~~

12
13 10.1 Purpose: ~~Every Lot Owner, by acceptance of a deed or other~~
14 ~~conveyance of such interest, agrees to be bound by the provisions of~~
15 ~~this Article.~~

16
17 **A. To provide guidance and clarification to the membership**
18 **regarding various aspects and design standards unique to**
19 **Coast Village.**

20
21 **B. To insure that the membership understands that the ARC**
22 **shall be consulted prior to any new construction and any**
23 **modifications that would change the footprint of existing**
24 **structures (i.e. dwellings, out buildings, decks, etc.)**

25
26 **C. To insure that the membership understands that the ARC**
27 **shall be authorized to make sure the greenbelt standards**
28 **are upheld.**

29
30 **D. To apply stricter standards than those provided by**
31 **Governmental agencies outside of Coast Village.**

32
33 10.2 Design Standards: The following design standards shall apply to Coast
34 Village:

35
36 ~~A. Greenbelt:~~

37
38 1. ~~The primary design feature which makes Coast Village a unique~~
39 ~~Planned Community is the specifications of greenbelts to serve~~
40 ~~as a visual screen and to protect privacy between adjacent lots.~~
41 ~~Side and rear setbacks are to be developed and maintained as~~
42 ~~greenbelts. Greenbelts may not be used for lot development,~~
43 ~~storage, or lot access other than emergency.~~

44
45 2. ~~Greenbelts are generally determined by the setback~~
46 ~~requirements. Greenbelt vegetation shall not be disturbed or~~

1 removed on any lot five (5) feet from the side and back
2 property lines. The greenbelt must be fostered and maintained.
3 Driveways are excluded. A two (2)-foot walkway between the
4 greenbelt and dwelling unit must be kept cleared by order of
5 the Fire Marshall.
6
7
8

9 **A. Greenbelt: An area on a lot extending five (5) feet from the**
10 **side and rear property lines for rooted "natural vegetation"**
11 **to grow as a visual screen at least six (6) feet tall.**
12

13 **1. The aforementioned greenbelt buffer shall be fostered**
14 **and maintained on the side and rear yards of the lot.**
15

16 **2. A three (3) foot walkway between the greenbelt and a**
17 **dwelling must be kept cleared in accordance with**
18 **applicable fire ordinances and regulations. Note - Check**
19 **with Fire Dept – Dwelling and structures?**
20

21 **3. Therefore in accordance with 10.2.A.1 and 10.2.A.2**
22 **setbacks from the side and rear property lines for**
23 **dwellings is eight (8) feet.**
24

25 **4. On adjoining lots, greenbelts may not be used for any**
26 **other purpose, including lot development, storage,**
27 **parking, or lot access other than emergency.**
28

29 **5. Vision Clearance: Shall be ten (10) feet. Refer to**
30 **Florence City Code for definition and requirements.**
31

32 **6. Trees are an important component of the greenbelt. If a**
33 **dangerous tree is removed from a greenbelt, damage to**
34 **the greenbelt shall be minimized, and a new tree shall**
35 **be planted. The newly planted tree does not need to be**
36 **the same variety or in the same location as the removed**
37 **tree. Any void created by removing a tree shall be filled**
38 **in and any damage to the greenbelt shall be repaired.**
39

40 **7. On corner properties if any lot has removed or wants to**
41 **remove a section of greenbelt on a non-front property line**
42 **for a driveway, they are required to have an equal length**
43 **of greenbelt designated and maintained along their front**
44 **property line.**
45
46

1 **Note: Consider inserting greenbelt sample maps here.**

2
3 B. Excavation and Drainage: No excavation shall be undertaken nor
4 the natural drainage of water over any lot from adjoining or other
5 Lots be deterred or altered by a Lot Owner without prior written
6 approval from the Board and the City of Florence.

7
8 ~~C. Design Restrictions: Building heights shall be limited to one story
9 of a maximum of sixteen (16) feet.~~

10
11 **D. Driveways: On and after the recording of this amendment in**
12 **the office of the recording officer of Lane County, Oregon,**
13 **new** driveways, parking areas, and access ways may not infringe
14 on side or rear greenbelts **without ARC and Board approval.**
15 ~~When a Lot Owner elects to pave the driveway across the Common~~
16 ~~Property between the street pavement and the Lot line, the Lot~~
17 ~~Owner shall assume responsibility for any increased costs required~~
18 ~~to locate, install, and maintain covered utility lines. **Note: moved**~~
19 ~~**to 2.3 F**~~

20
21 **1. Lot Lines as defined in Florence City Code**

22
23 E. Lot Coverage: Maximum lot coverage limits are the same as those
24 specified in City of Florence, Title 10 Chapter 29, Coast
25 Village District (CV). ~~the City of Florence zoning regulations for~~
26 ~~both the "Single Family Residential District (RS)" and the "Mobile~~
27 ~~Home Residential District (RMH)."~~

28
29 ~~1. Enclosed Structures: The maximum coverage by all enclosed~~
30 ~~structures shall not exceed thirty five percent (35%) of the Lot.~~

31
32 ~~2. Total Developed Coverage: The maximum coverage by all~~
33 ~~structures, driveways, parking areas and access ways shall not~~
34 ~~exceed sixty five percent (65%) of the Lot area.~~

35
36
37 ARTICLE 11

38
39 AMENDMENT

40
41 11.0 Approval Required: Pursuant to Oregon Revised Statutes, the
42 Corporation may amend this Declaration and the plat only by an
43 affirmative vote of at least seventy-five percent (75%) of the total
44 votes in the ~~Planned Community~~ **Coast Village**. In no event shall an
45 amendment under this Article **Declaration** increase the number of
46 Lots or change the boundaries of any Lot or any uses to which any Lot

1 is restricted unless the Owners of the affected Lots unanimously
2 consent to the amendment.

- 3
4 11.1 Execution and Recordation: An amendment shall not be effective until
5 certified by the President and Secretary of the Corporation and
6 recorded as required by law.

7
8
9 ARTICLE 12

10
11 Miscellaneous Provisions

- 12
13 12.0 Severability: Invalidation of any term or provision herein by judgment
14 or Court order shall not affect any other provisions which shall remain
15 in full force and effect.

- 16
17 12.1 Disclaimer: Declarant expressly disclaims any responsibility to furnish
18 any protection or other service not stated herein. Specifically, but
19 without limitation, Declarant shall have no responsibility to furnish
20 police protection or other security precautions or fire protection.

- 21
22 12.2 **Conflicts: If there are any conflicts in this document with any**
23 **City, County, State, or Federal ordinances, the stricter**
24 **document shall apply.**