



1 created under the Oregon Planned Community Act, and therefore the Planned Community Act  
2 applies only to the extent provided in ORS 94.572.

3  
4 **D.** Under ORS 94.590, Owners representing seventh-five percent (75%) of Lots within  
5 Surf Pines may amend any declaration applicable to Lots within Surf Pines. This Declaration  
6 supersedes and replaces in their entirety any other covenants, conditions or restrictions, as well as  
7 any such provisions contained in the Association’s articles of incorporation, whether or not  
8 recorded, and in the event of any conflict between this Declaration and any prior covenant,  
9 condition or restriction, this Declaration shall control.

10  
11 **NOW, THEREFORE,** with the approval of at least seventy-five percent (75%) of Owners  
12 within Surf Pines, the Association hereby adopts this Declaration. The Declaration as adopted  
13 reads as set forth below.

14  
15 **ARTICLE 1**  
16 **DEFINITIONS**

17  
18 As used in this Declaration, the terms set forth below have the following meanings:

19  
20 **1.1 “Articles of Incorporation”** means the Articles of Incorporation of the  
21 Association, filed July 2, 1969 in the office of the Oregon Corporation Commissioner, as they may  
22 be amended or restated from time to time.

23  
24 **1.2 “Assessment”** means any charge imposed or levied by the Association on or  
25 against an Owner or Lot pursuant to the provisions of this Declaration, including Assessments and  
26 Special Assessments as provided in Article 8 below.

27  
28 **1.3 “Association”** means Surf Pines Association, an Oregon nonprofit corporation, and  
29 its successors and assigns.

30  
31 **1.4 “Board of Directors” or “the Board”** means the Board of Directors of the  
32 Association, elected as provided in this Declaration.

33  
34 **1.5 “Bylaws”** means the Bylaws of Surf Pines Association, as they may be amended  
35 or restated from time to time.

36  
37 **1.6 “Common Property”:**

38  
39 (a) Means any real property or interest in real property, including any  
40 improvements located thereon, that is owned or leased by the Association, owned as tenants in  
41 common by the Owners, or subject to an easement running in favor of the Association.

42  
43 (b) Does not mean any Lot or other property acquired by the Association:

44  
45 (1) By foreclosure of the lien for unpaid Assessments against the Lot or  
46 other property, or by deed in lieu of foreclosure of the lien.

1 (2) As a result of any other suit or action to collect unpaid Assessments  
2 or to enforce compliance with this Declaration, the Bylaws, or any Policies.  
3

4 **1.7 “Declaration”** means this Declaration of Covenants, Conditions and Restrictions  
5 for Surf Pines, as the document may be amended or restated from time to time.  
6

7 **1.8 “Delinquent Owner”** means an Owner if any Assessment imposed against the  
8 Owner or the Owner’s Lot is delinquent as provided under Section 8.2 below.  
9

10 **1.9 “Dwelling”** means a single-family residence as defined and permitted under  
11 applicable land use regulations.  
12

13 **1.10 “Individual”** means a human being.  
14

15 **1.11 “Lot”:**  
16

17 (a) Means a buildable tax lot within Surf Pines. When applicable, “Lot”  
18 includes the Dwelling located thereon as well as an area consisting of a portion of any Lot or  
19 contiguous portions of any two (2) or more contiguous Lots.  
20

21 (b) Does not mean any Lot or portion of any Lot designated as Common  
22 Property.  
23

24 **1.12 “Majority” or “Majority of Owners”** means more than fifty percent (50%) of the  
25 Voting Rights allocated to the Owners under Article 10 below.  
26

27 **1.13 “Oregon Nonprofit Corporation Act”** means ORS Chapter 65.  
28

29 **1.14 “Owner”:**  
30

31 (a) Means the person or persons owning any Lot (including the holder of a  
32 vendee’s interest under a land sale contract, unless otherwise stated in the contract), but does not  
33 include a tenant or holder of a leasehold interest or a person holding only a security interest in a  
34 Lot (including the holder of a vendor’s interest under a land sale contract, unless otherwise stated  
35 in the contract).  
36

37 (b) Unless the context or a specially-applicable definition clearly requires  
38 otherwise, for the purpose of subsection (a) of this section, the term “person” includes individuals  
39 and entities, including, without limitation, corporations, limited liability companies, partnerships  
40 and trusts.  
41

42 **1.15 “Owner in Good Standing”** means an Owner who is not a Delinquent Owner  
43 defined under Section 1.8 above.  
44

45 **1.16 “Percent of Owners” or “Percentage of Owners”** means the percentage of the  
46 Voting Rights allocated to the Owners under Article 10 below.  
47



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

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

7  
8 (5) To have, possess and exercise all corporate powers under the Oregon  
9 Nonprofit Corporation Act.

10  
11 (6) No part of the net earnings of the Association shall inure to the benefit of  
12 any private individual, and no part of the activities of the Association shall be carrying on of  
13 propaganda or otherwise attempting to influence legislation, and the Association shall not  
14 participate in, or otherwise intervene in (including the publishing or distribution of statements) any  
15 political campaign on behalf of any candidate for public office.

16  
17 **3.2 Boundary.** The Surf Pines community shall consist of all property within the  
18 boundary described in the attached **Exhibit A**. All lots, parcels, tracts, or any other real property  
19 within the described boundary.

20  
21 **3.3 Partitions and Subdivisions.** Except with written approval of the Board of  
22 Directors, owners may not partition, subdivide, or subject a Lot to a lot line adjustment in  
23 accordance with local laws and ordinances and regulations. If approval for any such partition,  
24 subdivision or lot line adjustment is granted and results in the addition of a Lot, each additional  
25 Lot shall have separate voting rights and assessments for each such Lot. An elimination of a Lot  
26 in such a case shall result in the elimination of the voting rights and common expenses obligations  
27 of that Lot.

28  
29 **ARTICLE 4**  
30 **ASSOCIATION AND MEMBERSHIP**

31  
32 All Owners of property located within the boundaries of that certain tract of land described in the  
33 attached **Exhibit A**, by purchase of a property described in the attached **Exhibit A**, are  
34 automatically members of the Association. All property described in the attached **Exhibit A** shall  
35 be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this  
36 Declaration. The easements, covenants, conditions, restrictions and charges described in this  
37 Declaration run with the Property and are binding upon all parties having or acquiring any right,  
38 title or interest in the Property or any part thereof and inure to the benefit of the Association and  
39 each Owner. The Surf Pines Association shall be governed by a Board of Directors as more fully  
40 provided in the Bylaws. The Bylaws shall be recorded in the records of Clatsop County, Oregon.

41  
42 **ARTICLE 7**  
43 **COMMON PROPERTY**

44  
45 Surf Pines consists of common property, the fee title to which is vested in the Association. Subject  
46 to the provisions of this article, and any other provisions of this Declaration, every Owner and  
47 Owner's invitee have a right and easement of use and enjoyment in and to the Common Property.

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

6  
7 **ARTICLE 8**  
8 **ASSESSMENTS**  
9

10 **8.1 Creation of Obligation to Pay Assessments.** All Owners are obligated to pay  
11 assessments to the Association pursuant to this Declaration and the Bylaws of the Association. The  
12 assessments levied by the Association shall be used exclusively for the purposes outlined in  
13 Article 3 above and for the administration, management and operation of the Association and the  
14 Surf Pines community and for any other purposes required or permitted under this Declaration or  
15 the Bylaws.

16  
17 **8.2 Personal Obligation.** Each assessment, together with interest, late payment  
18 charges and collection costs, are the personal obligation of the Owner of the Lot and subsequent  
19 Owners. Failure to pay assessments shall subject the Owner to disenfranchisement as provided  
20 below.

21  
22 **8.3 Allocation of Common Expenses and Profits.** Association common expenses and  
23 profits shall be allocated equally among all Lots, except to the extent permitted under ORS 94.704,  
24 any common expense or any part of a common expense benefitting fewer than all the Lots may be  
25 assessed exclusively against the Lots benefitted as an individual assessment. (2) If the Board of  
26 Directors determines that any loss or cost incurred by the Association is the fault of one or more  
27 Owners, the Association may assess the loss or cost exclusively against the Owners and Lots of  
28 the Owners determined at fault as an Individual Assessment.

29  
30 **8.4 Special Assessments.** In accordance with the Planned Community Act, the  
31 Association may levy special assessments as approved by the Board of Directors, provided  
32 however that any assessment that is in excess of \$100 per lot must be approved by a majority of  
33 members present in person or by proxy at an Association meeting.

34  
35 **ARTICLE 9**  
36 **DEFAULT IN PAYMENT OF ASSESSMENTS**  
37

38 **9.1 Collection of Assessments.** If an assessment levied by the Association is not paid  
39 within thirty (30) days of the due date of the assessments as established by the Board, the  
40 assessment is delinquent and is subject to interest, late payment charges and collection costs as  
41 more fully provided in the Bylaws.

42  
43 **9.2 Association Lien.** Whenever the Association levies any assessment against a Lot,  
44 the Association shall have a lien upon the individual Lot for any unpaid assessments. The lien  
45 includes interest, late charges, attorney fees, costs or other amounts imposed under this Declaration  
46 or the Bylaws. The lien is prior to a homestead exemption and all other liens or encumbrances  
47 upon the Lot excepts: (a) tax and assessment liens and (b) a first mortgage or trust deed of record.

1  
2  
3 **ARTICLE 10**  
4 **VOTING RIGHTS**

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

- 7  
8 (1) Multiple Owners of a single Lot shall designate one Owner to cast one vote for the  
9 Lot.  
10  
11 (2) Owners of multiple Lots shall be entitled to cast one vote for each Lot so owned.  
12

13 **ARTICLE 11**  
14 **USE RESTRICTIONS; ENFORCEMENT**  
15

16 **11.1 Residential Use.** Each Lot may be used only for one single-family residence. No  
17 structure or object other than a permanent residence affixed to a foundation may be built on each  
18 Lot. No trailer, camper, basement, shed, garage, or barn, may be used as a temporary residence for  
19 more than fourteen (14) days within a one-year period without prior Board approval or as a  
20 permanent residence. The term “residence” in these standards means a main residential structure  
21 attached to a fixed foundation and attached or detached accessory structures such as garages, decks,  
22 and storage sheds. Minimum Lot size is one acre. Each Lot must have a minimum Lot width of  
23 100 feet. The length to width ratio may not exceed 1:3. All residential structures shall be  
24 constructed on-site (pre-cut, on-site assembled homes are permitted). All trailers, mobile homes,  
25 and modularly built homes pre-constructed off-site for movement over highways are prohibited.  
26

27 **11.2 Hazardous Conditions.** Owners shall maintain their property free of hazardous  
28 conditions or general nuisances including but not limited to:

- 29  
30 (1) Unprotected excavations more than four feet in depth;  
31  
32 (2) An accumulation of dead or dying trees, brush or other flammable materials;  
33  
34 (3) Unused refrigerators, freezers or similar appliances accessible and dangerous to  
35 children;  
36  
37 (4) Structurally unsafe buildings such as one damaged by fire;  
38  
39 (5) Garbage or odorous materials;  
40  
41 (6) Dogs allowed to run freely out of sight of the Owner;  
42  
43 (7) Burning that threatens property and/or health; and  
44  
45 (8) Dead or uprooted trees not removed thirty (30) days after a Board order for removal.

46 **11.3 Yard Maintenance; Setbacks.** No part of the residence may be located in the yards  
47 required herein. The required front yard shall be 20 feet. The required rear yard shall be 20 feet,

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

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

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

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

11 11.4 **Views Lines.**

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

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

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

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

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

33 11.5 **Maintenance of Lots.** Owners must repair seriously deteriorated building  
34 structures, exterior walls, roofs, fences, driveways, sidewalks, walkways and parking areas.

35 11.6 **Outdoor Storage.** Storage of items (other than stacked firewood) including but not  
36 limited to tires, lumber, household appliances, furniture, fixtures or inoperable vehicles is  
37 permitted only within the confines of a house, garage or storage port.





**ARTICLE 14**  
**GENERAL PROVISIONS**

1  
2  
3  
4     **14.1   Severability; Number; Construction; Captions.**

- 5  
6     (1)    The invalidity of any part of this Declaration by judgment or court order does not  
7            impair or affect in any manner the validity, enforceability or effect of the balance  
8            of this Declaration.  
9  
10    (2)    As used in this Declaration:  
11  
12        (a)    The singular includes the plural and the plural the singular as the context  
13                requires.  
14  
15        (b)    “May not” and “shall not” are equivalent expressions of an absolute  
16                prohibition.  
17  
18        (c)    The masculine, feminine and neuter each include the masculine, feminine,  
19                and neuter, as the context requires.  
20  
21    (3)    This Declaration shall be liberally construed as an entire document to effectuate the  
22            intended purposes.  
23  
24    (4)    All captions used in this Declaration are intended solely for convenience of  
25            reference and in no way limit any of the provisions of this Declaration.  
26

27     **14.2   Waiver, Precedent and Estoppel.** No restriction, condition, obligation or  
28     provision contained in this Declaration, the Bylaws or rules and regulations may be deemed to  
29     have been abrogated or waived by the Association or any Owner by reason of any failure to enforce  
30     the same, irrespective of the number of violations or breaches thereof which may occur and any  
31     failure to enforce the same may not be deemed to constitute precedent or estoppel impairing the  
32     right of the Association or Owner as to any similar matter.  
33

34     **14.3   Effect of Municipal Ordinances.** Police, fire and other public safety ordinances  
35     of any municipal corporation having jurisdiction over any portion of the Properties govern where  
36     more restrictive than the provisions of this Declaration.  
37

38     **14.4   Conflicts.** Subject to ORS 94.770, if a conflict arises between or among the  
39     provisions of this Declaration, the Articles of Incorporation, the Bylaws, and any rules and  
40     regulations, the provisions of the Declaration are paramount to those of the Articles, the Bylaws,  
41     and the rules and regulations; the Articles of Incorporation are paramount to the Bylaws and the  
42     rules and regulations and those of the Bylaws are paramount to the rules and regulations, except  
43     to the extent the Declaration, Bylaws and Articles of Incorporation are inconsistent with the Act.  
44  
45

**EXHIBIT "A" - BOUNDARIES**  
**April 22, 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.

**Excepting therefrom** the following described properties: that property conveyed to Joseph Castro and Bea Castro on August 9, 2005 in Instrument No. 200509524 (71016DB00300), that property conveyed to E. Katherine Chester, Trustee of the E. Katherine Chester Revocable Living Trust Agreement dated July 13, 2005 on December 8, 2006 in Instrument 200613646 (71016AC04000), that property conveyed to Bobby J. Mitchell and Lori A. Mitchell on March 20, 1998, Per Book 962, Page 250 (71016AC03800) and that property Conveyed to Kevin R. Walsh on December 13, 1989 in Book 729, Page 105 (71016DB00400), Deed Records, Clatsop County, Oregon. All properties being subject to the 60 foot wide Easement for ingress, egress and utilities Granted from Eldon E. Benson and Jeanette E Benson and F. Warren Lovell and Mary M. Lovell and Robert S. Lovell and Mary J. Lovell granted to Longford-Hamilton Corporation on March 14, 1979 in Book 498, Page 52, Deed 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.



RENEWS 12/31/21

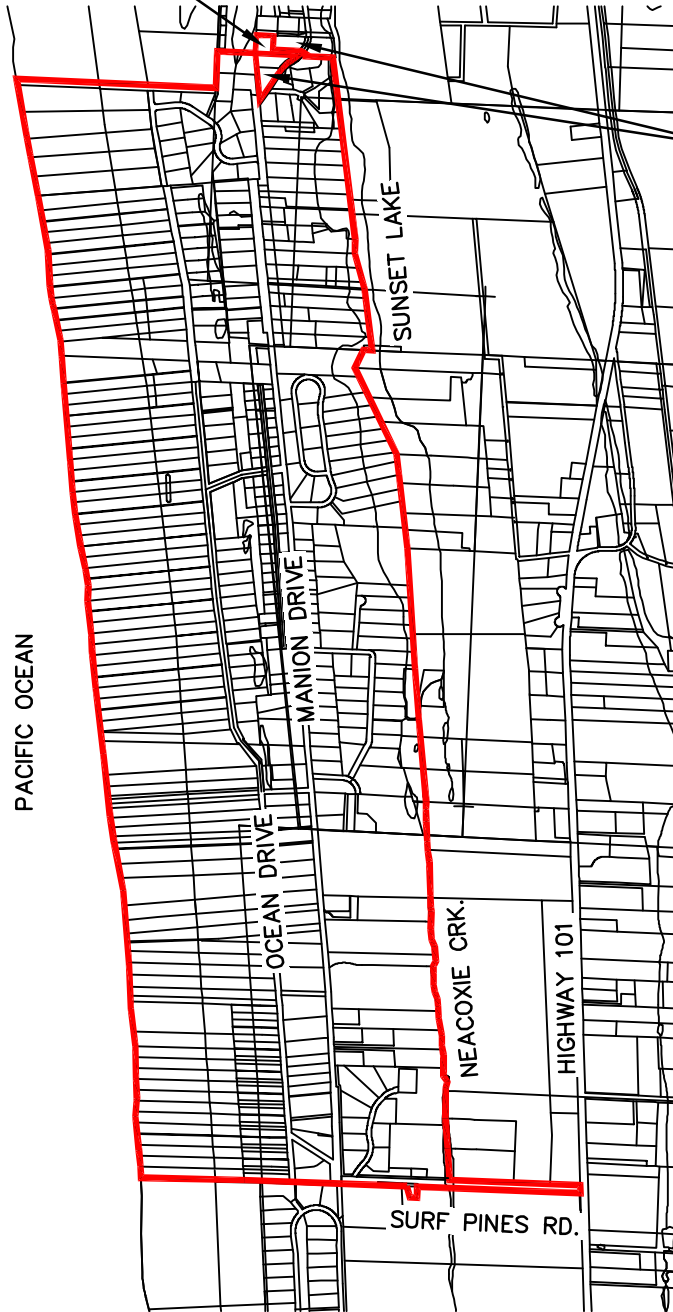
# EXHIBIT B SITE MAP

TAX LOT WITHIN  
SURF PINES  
ASSOCIATION  
71016AC03700

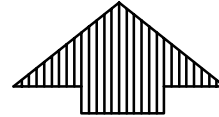
IN SECTIONS 16, 21 AND 28, T7N, R10W, W.M.

SURF PINES, CLATSOP COUNTY, OREGON

DATE: MARCH 31, 2020 SCALE 1" = 2000'



TAX LOTS OUT OF  
SURF PINES  
ASSOCIATION  
71016DB00300  
71016AC04000  
71016AC03800  
71016DB00400



**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

MAP FOR: SURF PINES  
ASSOCIATION

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