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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
COAST MARINA & R.V. PARK

THIS DECLARATION, is made and executed this 24th day of June, 1989 by Coast Marina & R.V. Park, Inc., an Oregon corporation, herein after called ("Declarant"), and by the membership of the Coast Marina and R.V. Park Owners Association.

Declarant proposes to create a recreational vehicle planned development to be known as the Coast Marina & R.V. Park which will be located in Florence, Lane County, Oregon. Declarant hereby declares that all the property therein, and each part thereof shall be held, sold, conveyed, encumbered, leased, rented, used, occupied and improved, subject to the following covenants, conditions, restrictions, easements, reservations, liens and charges, all of which are hereby declared and established for the purpose of enhancing and protecting the desirability and attractiveness of the project.

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ARTICLE I

DEFINITIONS

As used herein, unless otherwise specified or unless context otherwise requires:

Section 1. "Additional Property," shall mean and refer to all the real property which is adjacent or abutting the project.

Section 2. "Administrative Office," shall mean that certain office and facilities therein occupied by the Manager of the project.

Section 3. "Annual Assessment," shall mean the annual charge against each member, representing a portion of the total, ordinary costs of maintaining, improving, repairing, replacing, managing and operating the Common Area and for other ordinary expenses, which is to be paid by each owner to the Association as provided herein.

Section 4. "Articles," shall mean the Articles of Incorporation of the Association, as said Articles are amended from time to time.

Section 5. "City," shall mean the city of Florence.

Section 6. "Association," shall mean the Coast Marina & R.V. Park Owners Association.

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Section 7. "Board," shall mean the Board of Directors of the Association.

Section 8. "Bylaws," shall mean the Bylaws of the Association.

Section 9. "Common Area," shall mean all real property of the project and such additional property that may be annexed to this Declaration and designated as Common Area, and improvements thereon and all personal property now or hereafter conveyed to and owned by the Association or over which the Association has an easement for the use, care or maintenance thereof for the common use and enjoyment of its members, exclusive of spaces and boatslips.

Section 10. "Declarant," shall mean Coast Marina & R.V. Park, Inc., an Oregon for-profit corporation which is the developer of the project herein.

Section 11. "Declaration," shall mean this instrument by which the property is established to be a recreational vehicle planned park, as this Declaration may from time to time be amended and/or supplemented.

Section 12. "Lien," shall mean both voluntary and involuntary instrument.

Section 13. "Interest," shall mean and refer to each undivided interest in the real property in the property, which interest will be accompanied by one assigned boatslip and one assigned space for the exclusive use of the interest owner.

Section 14. "Manager," shall mean the managing agent, if any, whether an individual, corporation or partnership retained by the Declarant, or the Association on contract and charged with the maintenance and upkeep of the project.

Section 15. "Member," shall mean every person or entity who holds membership in the Association.

Section 16. "Mortgage," shall mean any deed trust as well as a mortgage in the conventional sense.

Section 17. "Mortgagee," shall mean the beneficiary of a recorded deed of trust or the holder of a recorded mortgage.

Section 18. "Owner," shall mean any person, firm, corporation or other associations whose estate or interests, individually or collectively, aggregate fee simple ownership of record of an undivided interest but excluding those having such interest merely as security for the performance of an obligation.

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Section 19. "Project" or "the Project," shall mean and refer to the entire Phase I property including all structures and improvements thereon, together with any additional property which may be annexed and become subject to the provisions of this Declaration pursuant to the provisions of Article III hereof.

Section 20. "Property" or "the Property," shall mean all of the Phase I property, exclusive of structures or improvements thereon including recreational vehicles together with any additional property which shall hereafter be annexed and become subject to the provisions of this Declaration pursuant to Article III hereof.

Section 21. "Recreational Vehicle" or "RV," shall mean a towable travel trailer, a park model trailer, a motorized recreational vehicle or such other types of recreational vehicles as may be designated by the Board, providing they are a minimum of 20 feet in length, which are used for living purposes.

Section 22. "Boatslip," shall mean those Boatslips which are part of the development, one each of which is conveyed to each interest owner.

Section 23. "Space," shall mean those R.V. spaces which are a part of the development, one each of which is assigned to each interest owner.

Section 24. "Rules," shall mean and refer to the Rules and Regulations adopted by the Association or its Board pursuant to this Declaration.

Section 25. "Special Assessment," shall mean (1) a charge against each owner for a portion of the costs of installing, constructing and reconstructing capital improvements on the Common Area, or any emergency needs, and (2) a charge against a particular owner for the cost incurred by the Association in undertaking any corrective action pursuant to the provisions of this Declaration.

ARTICLE II

DESCRIPTION OF LAND AND IMPROVEMENTS AND INTEREST THEREIN

Section 1. Interests.

There will be forty-six (46) undivided interests within the Phase I property. An owner's use of his interest, space and boatslip shall be subject to the provisions of this

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Declaration. The owner of a an interest shall automatically become a member of the Association.

Section 2. Common Area.

Every owner of an interest shall have an easement and equitable rights of use and enjoyment in and to and throughout the Common Area of all the project as well as a non-exclusive easement and equitable right for ingress, egress and support over and through the Common Area of all the project; provided, however, such non-exclusive easements and equitable rights shall be subordinate to, and shall not interfere with, exclusive easements for appurtenant lots over the Common Area, if any. Each such easement and right shall be appurtenant to and pass with the title to every interest, subject to the following restrictions:

(a) The right of the Association to limit the number of guests, and to adopt Association Rules and Regulations regarding the use and enjoyment of the Common Area.

(b) The right of the Association to charge reasonable admission and other fees for the use of any unassigned parking spaces, storage areas, and any recreational facility situated upon the Common Area.

(c) The right of the Association to borrow money for the purpose of improving the Common Area, including but not limited to the recreational facilities.

(d) The right of the Association to assign, rent, license or otherwise designate and control use of unassigned parking spaces and storage areas within the Common Area (other than those portions subject to exclusive easements appurtenant to assigned spaces, if any).

(e) The right of Declarant or its designees to enter upon the project for purposes of construction of the project and for purposes of making repairs and remedying construction defects.

(f) The right of the Association, or its agents, to enter any of the spaces in order to perform its obligations hereunder which right shall be immediate in case of an emergency originating in or threatening such space, whether the owner is present or not.

Section 3: Spaces.

There will be at least 46 R.V. Spaces within the Phase I property, the owner of each undivided interest will receive one space.

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Section 4: Boatslips.

There will be at least 46 boatslips within the Phase I property. The owner of each undivided interest will receive one boatslip.

Section 5: Clubhouse, Hoists, Common Docks.

Each member shall have equal rights to the use of the Clubhouse, hoists and common docks as set forth in these covenants, conditions and restrictions and as regulated by the Association.

Section 6. Delegation of Use.

Any owner may delegate his rights of enjoyment in the Common Area, including any recreational facilities thereof, to the members of his family, his guests, and invitees, and to such other persons as may be permitted by the Bylaws and the Association Rules and Regulations, subject to said Bylaws and Association Rules and Regulations; provided, however, that neither an owner of an interest who has sold same to a contract purchaser thereof or has leased or rented same, nor members of his family, his guests and invitees shall be entitled to the use and enjoyment of the recreational facilities of the Common Area while such owner's space is occupied by such contract purchaser, lessee or renter. The contract purchaser, lessee or renter, while occupying such lot, shall be entitled to use and enjoy the recreational facilities of the Common Area and to delegate the rights of enjoyment in the same manner as if such contract purchaser, lessee or renter were the owner entitled to use such space during the period of his occupancy of such lot. Each owner shall notify the Manager or Secretary of the Association of the names of any contract purchasers, lessees or renters of such owner's space. Each owner, contract purchaser, lessee or renter shall also notify the Manager or Secretary of the Association of the names of all persons to whom such owner, contract purchaser, lessee or renter has delegated any rights of enjoyment in the development and the relationship which each such person bears to such owner, contract purchaser, lessee or renter. Any rights of enjoyment delegated pursuant hereto are subject to suspension to the same extent that rights of owners are subject thereto.

Section 7: Encroachment Easements.

There shall be reciprocal appurtenant easements of encroachment as between each space and such portion or portions of the Common Area adjacent thereto and/or as between adjacent spaces due to the non-willful placement or settling or shifting of the improvements, constructed, reconstructed or

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altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each space and the adjacent portion of the Common Area or as between said adjacent spaces, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to the willful misconduct on the part of an owner, tenant or the Association.

Section 8. Other Easements.

(a) There shall exist easements for installation and maintenance of utilities and drainage facilities. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with the installation and maintenance or change the direction of flow of drainage facilities in the easements, the easement area of each space and all improvements for which a public or quasi-public authority or utility company is responsible.

(b) There shall be an exclusive easement appurtenant to each space for overhanging eaves and for any projections from the structures, which projections shall not extend beyond the "eave line."

(c) There shall be an exclusive easement appurtenant to each space for water runoff from the roof areas of recreational vehicles.

(d) No recreational vehicle and/or other structure of any kind shall be placed or maintained upon any such easement areas (except where specifically required, e.g., projections with the "eave line"), reservation, or right of way, and said easements, reservations and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing or serving such utilities and quasi-utilities, and to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations, and rights of way are hereby reserved.

(e) Each owner of an interest shall have a non-exclusive easement for use and enjoyment of the Common Area and for ingress, egress, and support over and through the Common Area. These easements shall be appurtenant to, and shall pass with the title to each undivided interest and shall be subordinate

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to the exclusive easements granted elsewhere in this Declaration, as well as to any rights reserved to the Association to regulate time and manner of use, to charge reasonable admission fees, and to perform its obligations under this Declaration.

(f) The Association may grant to third parties easements in, on, and over the Common Area for the purpose of constructing, installing, or maintaining necessary utilities and services, and each owner of an interest, in purchasing his interest, expressly consents to such easements. No such easement can be granted, however, if it would interfere with any exclusive easement, or with any owner's use, occupancy, or enjoyment of his space. The Telephone Company and other utility companies, their successors, and assignees shall have the right to construct and maintain (place, operate, inspect, repair, replace, and remove) such communication facilities as it may from time to time require (including access) in or upon any portion of the Common Area, including the interior and exterior of the buildings as necessary to maintain communication service within the project.

Section 9. No Partition.

There shall be no judicial partition of the Common Area, nor shall any person acquiring any interest in the project or any part thereof seek any judicial partition thereof; provided, however, that if any interest shall be owned by two or more co-tenants or tenants in common, or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants.

Section 10. Easements for Construction, Sales, Resales, Customer Service and Related Purposes.

Declarant, on behalf of itself, its agents, employees, contractors, subcontractors, invitees, successors, assigns and other authorized personnel reserves unto itself for a period of time extending until four (4) years following the closing of the sale of the first interest within the project, a non-exclusive easement in, over, under and through each and every part of the Common Area, together with the right to transfer and grant the same without the consent of any other person or entity for the following purposes:

(a) Completion of original development of all portions of the project;

(b) Marketing and selling interests;

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(c) Customer relations and providing post-sale customer service to owners.

In connection with each of the foregoing purposes the Declarant shall have the rights: (i) to perform any and all architectural, engineering, construction, excavation, landscaping or related work and activities; (ii) to store and use materials, equipment, vehicles, tools and machines which may be necessary or desirable in connection with such construction; and (iii) to display signs and erect, maintain and operate, for sales and administrative purposes, model recreational vehicles and a fully staffed customer relations, service and sales office complex within the project; and (iv) to perform maintenance, repair and replacement work on, and to make custom improvements, alterations and additions to uncompleted recreational vehicles. No such activity shall be deemed to be a nuisance. No owner (other than Declarant) shall enter any construction area or cross any fence or other barricade constructed to prevent such entry or otherwise impede or interfere with such development and construction.

Section 11: Easements Reserved by Declarant.

Easements over, along, upon and under the project for the installation and maintenance of electric, telephone, water, gas, cable TV, CATV, security, sanitary sewer lines and facilities, and for drainage facilities as may be required or needed to service the project, are hereby reserved by Declarant, together with the right to grant and transfer the same without the joinder of any other person.

ARTICLE III

ANNEXATION

Section 1: Annexation by Declarant.

All or any part of additional property may be annexed by Declarant from time to time without the consent of the members, within three (3) years after the date of the filing of this Declaration. Upon such annexation and at all times thereafter, this Declaration shall govern the ownership, use and transfer of all of the annexed portion of the additional property. Assessments on annexed property shall commence on the first day of the month following the conveyance of the first interest in the annexed portion of the additional property to an owner other than Declarant. Notwithstanding anything to the contrary in this Declaration, the Association shall not be obligated to furnish maintenance or other services to the annexed portion of the additional property

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until assessments thereon have commenced or Declarant pays to the Association the cost of specific services performed.

Section 2: Annexation by Consent of Members.

Upon approval in writing of the Association, pursuant to the affirmative vote or written consent of at least sixty-six and two-thirds (66-2/3%) percent of the voting power of each class of members, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may cause the same to be done as hereinafter provided in this Article III, or in any other manner permitted by law.

Section 3: Annexation Procedures.

Annexation shall require the filing of a Supplemental Declaration with the Lane County Recorder including:

(a) a legal description of the annexed property, including a designation of that portion of the annexed property which are lots and Common Area, respectively; and

(b) a statement submitting the annexed property to this Declaration, which shall be referred to by title and date and instrument number of recording; and

(c) a statement of the use restrictions imposed upon the annexed property as part of the general plan for the project, which restrictions may be the same as or different than those set forth in Article IV hereof; or a statement that there are no use restrictions; and

(d) a statement submitting the annexed property to the control of the Architectural Control Committee established in Article VII hereof; and such Supplementary Annexation Declaration as may be necessary to bring the annexed property under the Association.

ARTICLE IV

USE RESTRICTIONS

Owners of interests shall have the right to use, rent, lease or otherwise convey their interests, inclusive of their lots and boatslips subject to the covenants, conditions and restrictions herein. All subsequent purchasers must agree to comply with the covenants, conditions and restrictions herein, including approval of all recreational vehicles by the architectural committee. The following restrictions apply, as well each portion of this document and subsequent amendments.

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Section 1: Spaces, One (1) through twenty-seven (27).

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Spaces one (1) through twenty-seven are to be used by motorhomes only and will be "pull-in" spaces. No "parkmodels" or trailer homes are to be used in lots one (1) through twenty-seven (27). These lots will be equipped with 50 amp. electrical service.

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CLASS "A" (or)
WKE

Section 2: Spaces twenty-eight (28) through forty-six (46).

Spaces twenty-eight (28) through forty-six (46) shall be "back-in" spaces. Only one R.V. or trailer shall be allowed per lot. These lots will be equipped with 30 amp. electrical services.

Section 3: Adult Park; Child Restrictions.

The occupancy of the spaces shall be limited to adults. No children under eighteen (18) years of age may "reside" in any recreational vehicle. "Reside" shall mean any residency which exceeds seven (7) days during a calendar month or ninety (90) cumulative days during any calendar year. Children under the age of eighteen (18) years old shall be escorted by a resident adult at all times while such children are within any portion of the Common Area. Each owner shall be accountable to the other owner for the conduct and behavior of visiting children temporarily residing in his recreational vehicle and any damage to any portion of the Common Area or property of another owner caused by such children shall be repaired by and at the expense of the owner with whom said children are residing or visiting. The Board may authorize exceptions.

Section 4: Maintenance by Owner.

No improvement upon any spaces shall be permitted to fall into disrepair. The entire space, including storage shed, living unit, and landscaping shall at all times be maintained in good condition. The responsible party for the maintenance of the lot and improvements is the owner of record of the undivided interest to which the space is assigned. Any improvements on the lot must be maintained even though the owner is absent. Any unsold lots owned by the Declarant or vacant lots held by an owner must maintained as to weed control and upkeep of any improvements thereon. The Association shall have the right, after thirty (30) days notice, and subsequent second notice, to an owner, to repair, paint, or otherwise maintain the improvements (and without notice in the event of an emergency) which the Association acting through its Board, determines in its discretion is in violation of this provision. All costs and expenses so incurred by the Association shall be borne by the owner, and

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shall be paid to the Association on demand. Any sum not paid by an owner shall be treated as an assessment and may be collected in a like manner as assessments levied pursuant to Article VI.

Section 5: No Shrub Overhang.

No tree, shrub, or planting of any kind on any space shall be allowed to encroach upon any Common Area from ground level to a height of twelve (12) feet, without the prior written approval of the Board.

Section 6: Renting Only Entire Space.

No portion of a space, but only the entire lot, together with the improvements thereon, may be rented or leased, and then only to a single family; provided, however, that no lot may be leased or subleased without prior written notice to the Board of the names of the lessee and their family members and the terms of the lease, and without compliance with such other rules and regulations as may be established by the Board.

Section 7: Access to Easements.

There are and may be additional easements upon, and across all areas for ingress, egress, installation, replacing, repairing, and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, street lights, street signs, fire hydrants, television cable or communication lines and systems, etc. By virtue of these easements, it shall be expressly permissible for the providing utility or service company or the Association to install and maintain facilities and equipment on a space and to maintain wires, circuits, and conduits over the roofs and exterior walls of any recreational vehicle. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on any lot except as initially developed and approved by the Declarant or thereafter approved by the Board. This easement shall in no way affect any other recorded easements on the property. Easements shall be limited to improvements as originally constructed.

Section 8: Pet Restrictions.

A maximum of one (1) normal household pet will be permitted per space, unless an exception is made by the Declarant and/or shall not exceed twenty (20) pounds in weight nor fourteen (14") inches high at the shoulders. A "pet permit" will be issued after determination that the pet is a normal household-type pet. Pet rules will accompany the

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permit. The permit will be revoked if one or more of the rules governing pets are violated. The person or persons responsible for issuing permits and/or administering the pet rules will have the power to revoke the pet permit at any time the pet is considered to be a nuisance in the community. The pet must then be removed from the lot within forty-eight (48) hours.

The pet must be kept on the owner's space and under supervision. Pets will not be permitted elsewhere in the project. If the pet is not inside the RV, it must be on a leash, which shall not exceed a maximum of eight (8') feet in length, at all times on the owner's lot and under supervision. If the pet is removed from the lot, it must be carried within a vehicle.

Section 9: Mining Prohibited.

No interest shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, grave, earth, or any earth substance of any kind.

Section 10: No Pests.

No owner shall permit any thing or condition to exist upon his space which shall induce, breed, or harbor infections plant diseases or noxious insects.

Section 11: Drainage Easement.

There is hereby created a blanket easement for drainage of surface runoff on, over, and across the property. No owner shall obstruct, divert, alter, or interfere in any way with the drainage of surface runoff upon, across or over any portion of the property. Each owner shall at his own expense maintain the drainageways and channels on his space in proper condition free from obstruction. The Association shall have the right, after thirty (30) days notice to an owner, to repair or otherwise maintain the drainageway or channel on said owner's space, which the Association, acting through its Board, determines has not been maintained by the owner in compliance with this provision. All costs and expenses incurred by the Association shall be borne by the owner, and shall be paid to the Association on demand. Any sum not paid by an owner shall be treated as an assessment and collected in like manner as assessments levied pursuant to Article IV.

Section 12: Leasing of Space Subject to Rules and Regulations.

No owner shall occupy or use his space, or permit the same or any part thereof to be occupied or used for any

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purpose contrary to this Declaration. Nothing in this Declaration shall prevent the owner of an interest and/or Declarant from leasing or renting out his space, provided it is leased or rented subject to this Declaration and the Association's Rules and Regulations.

Section 13: No Obstruction of Common Area.

There shall be no obstruction of the Common Area. Nothing shall be store in the Common Area without the prior consent of the Board except as may be hereinafter expressly provided, or in designated storage areas.

Section 14: Dangerous and Offensive Activities Prohibited.

Nothing shall be done or kept in or on any space or in or on the Common Area which will increase the rate of insurance on the Common Area without the prior written consent of the Board. No owner shall permit anything to be done or kept in the project which will result in the cancellation of insurance on any lot or on any part of the Common Area or which would be in violation of law. No waste shall be permitted on the Common Area. No gasoline, kerosene, cleaning solvents, or other flammable liquids shall be stored in the Common Area or on the lot; provided however, that very minimal amounts in metal containers may be stored in the enclosed storage shed. No obnoxious or offensive activity shall be carried on, in or upon any lot or any part of the project, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may in any way interfere with the quiet enjoyment of each of the owners of his respective space.

Section 15: Common Area.

No owner shall remove, alter or injure in any way any portion of the Common Area. The Association shall have the exclusive right to remedy any alteration or damage to the Common Area, and no owner shall in any manner, attempt to remedy any portion of the Common Area which is altered or damaged. The owner of any lot who violates this section shall reimburse the Association for all expenses incurred by it in remedying the damage or alteration caused by said owner's violation of this section. Such expense shall be assessed to the owner as a remedial assessment, enforceable in the manner provided in Article IV of this Declaration.

Section 16: Enforcement of Rules and Regulations.

The Rules and Regulations for the use of the Common Area, which shall be furnished in writing to the owners, shall be

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adopted by the Board and enforced by the Board of Directors or the Manager employed by the Board.

Section 17: Parking; Motorcycles.

No owner shall park a boat, trailer, house trailer, camper, bus, truck or other commercial or recreational vehicle larger than three-fourths (3/4) ton capacity, for longer than forty-eight (48) hours in any Common Area, street, roadway or guest parking area other than such as are specifically set aside for the parking of such vehicles, except in accordance with the Association Rules and Regulations. No motor vehicle shall be dismantled, repaired, painted or stored upon any lot or portion of the Common Area in the project which is visible from the streets or roadways of the project except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility.

Section 18: No Exterior Clothes Lines.

Exterior clothes lines shall not be erected or maintained on the lot or on the Common Area and there shall be no outside laundering or dyeing of clothes, other than in areas that may be specified for this purpose.

Section 19: Trash Removal.

The Association shall maintain trash bins throughout various portions of the Common Area where garbage or trash shall be removed to by each owner. No garbage or trash shall be temporarily kept on any part of the Park except in covered containers of a type, size and style which are approved in writing by the Board or authorized by the Rules and Regulations. In no event shall such containers on a space be maintained so as to be visible from neighboring property. The Board shall have the right, in its sole discretion, to require all owners to subscribe to a trash service unless subscribed to by the Association for trash pick-up from the trash bin areas. Rubbish shall not be allowed to accumulate. No incinerators shall be kept.

Section 20: Television and CB Antennae; Aerials and Protrusions.

Except as installed by Declarant or upon consent of the Board, no television, CB or other signal device antenna or antennae shall be allowed on the exterior or roof of the recreational vehicle, or on any portion of the lot which is not occupied by a recreational vehicle. Private radio transmission within the project is expressly prohibited.

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Section 21: Declarant's Right to Advertise.

Declarant shall have the right to install and maintain signs, poles, and advertisements as they deem appropriate in connection with their sales program for the sale to the public of lots in the project; provided however, that Declarant shall in no way interfere with the use and enjoyment of an individual lot owner to the use of his lot.

Section 22: Cable Television.

If any space has connections to a cable television system it shall be an obligation of the Association to maintain, repair and replace all portions of said cable television system located within the Common Area, or in the utility easements.

Section 23: No Commercial Equipment.

No equipment to be used for a commercial business shall be maintained on the project except with the prior written approval of the Board of Directors of the Association.

Section 24: Solar Energy Device.

No owner may install any solar energy device without the express written consent of the Board of Directors of the Association. The Board shall not unreasonably refuse such consent or impose unreasonable restrictions as conditions for the granting of its consent.

Section 25: Emergency Access.

In the case of an emergency, the right of entry of a lot by the Association, its Manager, agents or representatives, shall be immediate. The Association shall be liable for any damage which is caused to an owner's lot as a result of such emergency entry, or as a result of the Association's negligence.

Section 26: Metallic Foil Prohibited.

No metallic foil shall be placed in the window of any unit, without the prior written approval of the Board of Directors.

Section 27: Size of RV's.

Subject to individual space use restrictions, all spaces in the project shall be used as sites for their RV's and their

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accessories. An RV shall not exceed a basic width of eight and a half (8 1/2) feet plus any manufactured extension, which is a part of the RV. Neither the box portion of the RV or any extended portion shall extend into the required side yard set-back. The RV shall not be less than twenty (20) feet in length unless otherwise allowed herein. The maximum length of the RV can be no more than the distance within the required front and rear set-backs of the lot.

Section 28: Outside Structures.

Sheds, storage buildings, porches, enclosed rooms, antennas, landscaping, fences or appliance shall not be placed on property unless prior approval is given by the architectural committee of the Association. Items covered by this section include, but are not limited to, windbreaks and partitions. No tents or canvass structures allowed.

Section 29: RV Exterior Material and Design.

All RV's (including extendable enclosures attached thereto) shall be of such exterior material and design as that customarily used by recognized manufacturers of such units. Skirting of an RV is permitted but such skirting shall be limited to conventional metallic skirting of a color and design similar to that of the RV.

Section 30: Washing Machines and Dryers.

Washing machines and dryers, other than those located within the living unit are prohibited. Washing machines and dryers located within the living units shall have appropriate plumbing and venting.

Section 31: No Outside Storing of Personal Property.

Personal property stored outside of the recreational vehicle that is deemed unsightly or becomes a nuisance to other owners must be removed upon notice by the Declarant and/or the Architectural Control Committee and/or the Board of Directors and/or the Manager.

Section 32: Right to Inspect and Approve all RV's.

The Declarant and/or the Architectural Control Committee and/or the Manager shall have the right to inspect and approve all RV's and all other motorized vehicles that are to be parked in the Park. This inspection is limited to exterior inspection only. An owner has the right of appeal to the

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Declarant and/or the Board. The decision of the Declarant and/or the Board shall be final and binding on all owners.

Section 33: No Outside Toilet Facilities.

No outside toilet facilities shall be installed or allowed on any space. Each owner shall protect the sanitary sewer facilities installed by the Declarant and prevent loss or damage from accruing.

Section 34: Sewer Collars.

All RV's must be vented for sewage purposes and sewer collars must be used on all connections to the main sewer system.

Section 35: Maintenance of Shade Tree(s).

Each owner shall have the responsibility to maintain and if necessary, replace shade tree(s) contained on their space.

Section 36: Liens.

If any owner shall permit any lien to be filed on any part of the project for labor or material furnished at the request of such owner, such owner shall, upon written demand by the Board, cause the lien to be removed promptly, and if he fails to do so, the Board shall have the option but not the obligation to take action as is necessary to remove the lien. In such event, all costs and expenses incurred, including reasonable attorneys' fees shall be a debt of such owner and shall be specifically assessed against him by the Board. The provisions of Article VI concerning the enforcement of a lien for unpaid maintenance charges and assessments, shall be applicable for enforcement of such lien.

Section 37: Indemnification.

Each owner shall be liable to the remaining owners for any damage to any Common Area which may be sustained by reason of the negligence of said owner, members of his family, his contract purchasers, lessees, renters, guests or invitees, to the extent that any such damage shall not be covered by insurance. Each owner, by acceptance of his interest, agrees for himself and for the members of his family, his contract purchasers, lessees, renters, guests or invitees, to indemnify each and every other owner and hold him or her harmless from, and to defend him or her against any claim of any person or persons for personal injury or property damage occurring within the space of that particular owner.

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Section 38: Liability Insurance.

All owners shall acquire and maintain personal liability insurance for their property in an amount of at least \$100,000.00. The coverage requirements shall be determined by the Board. The Association expressly disclaims all liability for injury or loss occurring on Owner's spaces or slips or in any common area.

Section 39: Guests.

Use of common area is for owners only. Guests may have access to owner's lot and boatslip. Additional access to clubhouse, hoist, common docks and common areas shall be as regulated by Board. No keys to the clubhouse shall be loaned or issued to other than owners.

Section 40: Parking.

All recreational vehicles shall be parked in assigned spaces within lines established by Declarant at time of the sale of an interest. Parking of extra cars, trucks and boat trailers shall only be in proper assigned areas, and shall not interfere with the use and enjoyment of the park.

Section 41: River Sites.

Owners of river sites will be permitted to erect decks and patios over water subject to approval by the architectural committee and acquisition of necessary stock and local permits.

Section 42: Restricted Entry; Registration.

Owners, members of their families, guests, tenants, agents, licensees, and employees, shall (a) enter the project only through the main entry gate; and (b) comply with the Association Rules Regulations pertaining to obtaining and wearing identification badges within the project. No owner shall use or in any way tamper with any secondary security gates located within the project, and such secondary security gates shall remain locked at all times.

Section 43: Exceptions.

The restriction set forth in this Article IV shall not apply to any of the following:

(a) Any part of the project which is owned by any public body;

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(b) Any act done or proposed to be done upon the project, or any condition created thereon, by any governmental agency or entity, or the agents or employees of any governmental entity acting in the scope of their authority as such agents or employees;

(c) Any act done or proposed to be done upon the property, or any condition created thereon, by any utility company (including, but not limited to, companies furnishing electric, gas, water, telephone, cable television and/or sewer service to all or parts of the property), or the agents or employees of any such company, which act could be done by such company were this Declaration not made;

(d) Any act done or proposed to be done upon the property, or any condition created thereon, by Declarant or its successors, assigns, agents, employees or contractors:

(i) in the course of planning for, preparing the property for and/or construction upon the Common Area, lots and all original improvements thereon and (ii) for the purpose of selling an interest.

(e) Any act done or proposed to be done upon the property, or any condition created thereon, which act or condition has been approved in advance by the Board or the Architectural Control Committee acting within its authority as set forth in Article VII of this Declaration; or

(f) Any act done or proposed to be done upon the property, or any condition created thereon, by any person pursuant to court order, or the order of any public officer or public agency; provided, however, that the orders contemplated in this subparagraph are only those which are the result of action initiated by public officer or agencies and which embody mandatory requirements with penalties for non-performance, and are not those order which result from the application of private parties or are merely permissive.

Section 44: Electrical Meters.

Each space will be equipped with an electrical meter, supplied by Developer. Owners shall be billed monthly for electricity. A deposit of \$50.00 shall be required of each interest.

Section 45: Declarant's Option to Purchase.

Declarant shall retain the option to purchase six (6) interests and may withhold them from sale.

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Section 46: Declarant's Right to Rent Spaces.

Declarant shall retain the right to rent or lease unsold spaces, subject to the terms of this Declaration and the Rules and Regulations of the Association.

ARTICLE V

ASSOCIATION

Section 1: Organization.

The Association shall be called the Coast Marina & R.V. Park Owners Association. The Association shall be an Oregon non-profit corporation, and shall be the governing body for all owners for the maintenance, repair, replacement, administration and operation of the Common Area, and all other areas of the project it is required or permitted to maintain pursuant to this Declaration, and shall have powers as set forth in the Articles, Bylaws and this Declaration. In the event of any inconsistency between the provisions of this Declaration and the Articles or Bylaw, the provisions of the Declaration shall prevail.

Section 3: Membership.

In the Association shall be as set forth by the Bylaws of the Coast Marina & R.V. Park Owners Association, Inc., as such Bylaws shall be amended from time to time.

Section 4: Voting.

Voting in the Association shall be as set forth by the Bylaws of the Coast Marina & R.V. Park Owners Association, Inc., as such Bylaws are amended from time to time.

Section 5: Duties of the Association.

In addition to the duties delegated to it by its Articles, and without limiting the generality thereof, the Association shall have the obligation to perform each of the following duties:

(a) Maintenance and Management of the Common Area.

To maintain, manage, preserve, and control all of the Common Area. In addition, the Association shall be responsible for the reconstruction if and when necessary, of any portion of the fences and block walls, if any, which have been placed by the Declarant on spaces for the purpose of separating the said spaces from the Common Area, other spaces,

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or property outside the project, except that any loss or damage caused by an owner or his guest shall be paid by owner.

(b) Rubbish Collection.

To provide refuse pick-up and garbage disposal from the Common Area.

(c) Water and Other Utilities.

To acquire, provide and/or pay for water, gas, sewer, electricity, telephone and other necessary utility services for the Common Area; additionally, the Association shall have the responsibility to maintain and repair the sanitary sewer and domestic water systems located on each space, except that any loss or damage caused by an owner or his guest shall be paid by owner.

(d) Insurance.

The association shall obtain and maintain upon the project a blanket policy or policies of fire and casualty insurance with special form all risk coverage endorsement for not less than one hundred (100%) percent of the insurable replacement cost, from time to time, of the common Area and any improvements thereon or such other blanket, fire and casualty insurance which provides substantially equal or greater protection, insuring the Association, any mortgagee or mortgagees, as their respective interests may exist, against loss due to fire and other casualties customarily insured against by homeowners. Such insurance shall be carried with reputable companies qualified to do business in the State of Oregon. The policies shall be in such amounts as shall all be determined from time to time by the Board. To the extent possible, such casualty insurance shall:

(1) Provide for a waiver of subrogation by the insurer as to claims against the Association, the Board, employees and agents thereof, against Declarant and each of Declarant's employees, agents and guests;

(2) Provide that the insurance cannot be cancelled, invalidated, or suspended on account of the conduct of the Association, the Board, its employees and agents, or of Declarant or such Declarant's employees, agents or guests;

(3) Provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by the Declarant or its mortgagee(s) on the Common Area and that the insurance policy shall not be brought into contribution with such insurance maintained by the Declarant or its mortgagee(s);

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(4) Contain a standard mortgagee clause endorsement in favor of any mortgagee of the Common Area who is covered by any other and separate insurance, except that such policy or policies shall no operate so as to defeat the purpose or objectives of any other provision herein obtained, and shall also name as insured, the Declarant as their respective interests may appear;

(5) Provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least thirty (30) days prior written notice to the Association, and to the Declarant and to each mortgagee covered by any standard mortgagee clause endorsement;

(6) Provide that certificates of insurance coverage or copies of insurance policies shall be issued to Declarant and each mortgagee who makes a written request to the Association for any such certificate or copy;

(7) Contain extended coverage and replacement cost endorsements, and may also contain vandalism and malicious mischief coverage, special form endorsement, stipulated amount clause and determinable cash adjustment clause or a similar clause to permit a cash settlement covering full value of the Common Area improvements in the event of partial destruction and the decision not to rebuild; and

(8) Provide that all insurance proceeds payable under the policy should be paid to the Association, to be held and expended for the benefit of the Association and the Declarant and its mortgagee(s), as their respective interests may appear.

(e) Rule Making.

To make, establish, promulgate, amend and repeal the Association Rules and Regulations.

(f) Enforcement of Restrictions and Rules and Regulations.

To perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration and the Association Rules and Regulations.

Section 6: Liability Insurance.

A policy or policies insuring the Association, the Board, each and all of the owners, and agents against any liability to the public or to the owners or any other person resulting

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from or incident to the ownership, management, or use of the project by the Board, and the use of the Common Area by the owners, their invitees and tenants and members of the public, the liability limits under which insurance shall not be less than three hundred thousand (\$300,000.00) dollars for total personal injury from any one accident, one hundred thousand (\$100,000.00) dollars personal injury to one person, and fifty thousand (\$50,000.00) dollars for property damage. Such limits shall be reviewed at least annually by the Board and increased in its discretion. The policy shall include contractual liability coverage to cover the liability of any owner in the project to indemnify any other person, for injury or damage arising out of negligence. The policy shall also contain a cross-liability endorsement to cover negligent injury by one owner to another owner. In addition to the foregoing, additional insurance provisions will apply:

(a) The Association may obtain such errors and omissions insurance, if available, or other insurance as it deems advisable insuring the Board and each member of the Board and any agents thereof against any liability for any act or omission in carrying out their obligations under this Declaration or resulting from their membership on the Board or on any committee thereof;

(b) The Association may also obtain and maintain in force at all times at its discretion demolition insurance in adequate amounts to cover demolition in the event of total or partial destruction and may also obtain and maintain fidelity bonds, insurance on personal property owned by the Association, and such other insurance that the Board deems necessary or proper from time to time.

(c) If any additional insurance is required due to extra hazardous activity conducted on a space by the owner of that interest, which increases the premiums for the required amount of coverage, the costs thereof shall be specially assessed to the owner of such interest. In order to facilitate the providing and maintaining of adequate and proper insurance, it is contemplated that Declarant may contract for blanket insurance coverage covering the project prior to or concurrently with the first conveyance or conveyances of lots and any obligations or commitments for the payment of premiums or expenses otherwise incurred by Declarant under any such blanket policy or coverage, whether or not the same is also a personal obligation of the purchasers of any lots, shall become an obligation of the Association and shall be paid for out of the reserve fund as provided by Article VI.

(d) The owner of any space may purchase such fire, casualty and/or liability insurance as he may deem advisable for his own account and at his own expense, except that the

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Carrying of any insurance individually by an owner shall not relieve him of the obligation to pay such portion of assessments as may be made from time to time for the purposes of paying premiums or other charges for fire, casualty insurance and any other carried or contracted for by the Association for the benefit of the entire project, and provided, that any such insurance shall contain a loss payable clause in favor of such owner's mortgagee or mortgagees and the Association, as their respective interests may exist. No such insurance coverage or the terms of any such insurance policy shall defeat or contravene the purpose and intent of any other provisions contained in this Declaration.

(e) The Association may elect such "deductible" provisions for the coverage provided in this Article V as in the Board's opinion are consistent with good business practice. Any loss not covered by reason of such a deductible clause shall be paid out of the reserve fund.

Section 7: Powers and Authority of the Association.

The Association shall have all of the powers of a duly incorporated Oregon non-profit corporation subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws or this Declaration. The Association is empowered to do any and all lawful things which may be required, permitted or authorized under this Declaration, the Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including without limitation:

(a) **Assessments.**

To levy assessments against the owners and to enforce payment of such assessments, all in accordance with the provisions of Article VI hereof.

(b) **Right of Entry and Enforcement.**

To enter onto any portion of the Common Area for the purpose of determining whether the provisions of this Declaration have been or are being complied with, for the purpose of enforcing by peaceful means any of the provisions of this Declaration and the Association Rules and Regulations. To enter onto any space (excluding entry into a recreational vehicle) for the purpose of maintaining or repairing any such area as required by this Declaration. Any entry onto a space shall be after twenty-four (24) hours prior written notice to the owner, or such greater notice as may be required by any provisions hereof; provided, however, that such entrance shall

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be permitted without any prior written notice whatsoever in the event of an emergency. The Association shall also have the power and authority from time to time in its own name, on its own behalf or on behalf of any owner or owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration and the Association Rules and Regulations and to enforce, by mandatory injunction or otherwise, all of the provisions hereof. In addition, or as an alternative method of enforcing this Declaration and the Association Rules and Regulations, the Board may impose monetary penalties, temporary suspensions of an owner's rights as a member of the Association or other appropriate discipline for failure to comply with the provisions of this Declaration and the Association Rules and Regulations.

(c) Employment of Professional Advisors.

To employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, landscape architects, recreation experts, architects, planners, attorneys and accountants.

(d) Borrowing of Money.

To borrow and repay monies from the purpose of maintaining and improving the Common Area; provided, however, that any borrowing of money by the Association shall require the vote or written assent of two-thirds (2/3) of each class of members of the Association.

(e) Easements.

To grant easements where necessary for utilities, security system transformers, equipment and sewer facilities over the Common Area to serve the Common Area and the spaces.

(f) Hold Title and Made Conveyances.

To acquire, hold title to and convey, with or without consideration, real and personal property and interests therein, including but not limited to easements.

(g) Services.

To contract for or otherwise provide for all devices necessary or convenient to the management, maintenance, improvement and operation of the Park.

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Section 8: Limitation on Powers of the Board.

Notwithstanding the powers of the Association as set forth in this Article V, the Board shall not take any of the following actions without the prior vote or written consent of a majority of each class of members of the Association.

(a) Enter into a contract with a third person or entity wherein such person or entity will furnish goods or services for the Common Area or the Association for a term longer than one (1) year with the following exceptions:

(1) A management contract, the terms of which have been approved by the Federal Housing Administration or Veterans Administration.

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

(3) Prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration provided that the policy permits short rate cancellation by the insured.

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

(c) Sell, during any fiscal year, property of the Association having an aggregate fair market value greater than five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

(d) Pay compensation to members of the Board or to officers of the Association for services performed in the conduct of the Association's business provided, however, that the Board may cause a director or an officer to be reimbursed for expenses incurred in carrying on the business of the Association.

(e) Fill a vacancy on the Board created by the removal of a director.

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Section 9: The Association Rules and Regulations.

By a majority vote of the Board, the Association may, from time to time, adopt, amend and repeal such rules and regulations as it may deem reasonable (the "Association Rules and Regulations"). The Association Rules and Regulations shall govern the use of the Common Area by an owner, or by any invitee, licensee or lessee of such owner, by the family of such owner, or by an invitee, licensee or lessee of the family of such owner. Association Rules and Regulations must be consistent with this Declaration and published in accordance with the Bylaws. The Board may delegate the responsibility of enforcing the Association Rules and Regulations and this Declaration to the on-site resident Manager.

Section 10: No Personal Liability.

No member of the Board or any officer of the Association, or the Declarant, or the Manager, shall be personally liable to any owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the Manager or any other representative or employee of the Association, the Declarant, or any officer of the Association, or of the Declarant, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, and without willful or intentional misconduct.

ARTICLE VI

ASSESSMENTS, LIENS, ENFORCEMENT

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Section 1: Creation of the Lien and Personal Obligation for Assessments.

The Declarant, for each interest in the project, hereby covenants, and each owner of any interest by acceptance of that interest whether or not it shall be so expressed in such contract, is deemed to covenant and agree, for each interest owned, to pay to the Association annual assessments, special assessments and emergency assessments, such assessments to be at a uniform rate for each interest, and remedial assessments and property tax assessments, all of which shall be established, made and collected as hereinafter provided. The annual, special, emergency, remedial and property tax assessments, together with interest, costs and reasonable attorneys' fees, shall, when perfected in the manner hereinafter provided, be a continuing lien upon the lot against which such assessment is made. Each such assessment,

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together with interest, costs and reasonable attorneys' fees, shall also be a personal obligation of the person who is the owner of such lot at the time when the assessment becomes due and payable.

Section 2: Purpose of Assessments.

Assessments levied shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the project, the improvement, operation and maintenance of the Park, and the performance of the duties of the Association as set forth in this Declaration.

Section 3: Annual Assessments.

(a) Levy and Enforcement of Annual Assessments.

Annual assessments shall be made and enforced by the Board in the manner provided in this Declaration against all owners in the project, including the Declarant.

(b) Amount of Assessments.

On a calendar year basis, annual assessment for each interest shall be equal to a fraction, the denominator of which is equivalent to the number of interests in the project and the numerator of which is one (1), of the total dollar expenses of the Association, incurred or reasonably expected to be incurred during the twelve (12) month period for which the assessment is levied for owning, operating, maintaining, repairing, and reconstructing the Park, including reserves required by good business practice, after deduction of reasonably anticipated income during the same period from sources other than assessments. The annual assessment shall not exceed fifty (50) dollars per month at the filing of this Declaration.

(c) Increase and Decrease of Annual Assessments.

The annual assessment may be increased or decreased by the Board for the next year without a vote of the members of the Association in an amount which does not exceed twenty (20%) percent of the annual assessment for the current year. Any increase in the annual assessment in the next year which exceeds twenty (20%) percent of the current year's annual assessment, shall be made only upon the affirmative vote of a majority of members of the Association.

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Section 4: Special Assessments.

(a) Special Assessments for Capital Improvements of Common Area.

In addition to the annual assessments authorized above, the Board may levy, during any calendar year, a special assessment ("Special Assessment") applicable to that year only for defraying in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of any capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto.

(b) Special Assessments for Emergency Needs.

If the assessments levied in any month are, or will become, inadequate to meet all expenses incurred hereunder for any reason, including nonpayment of any owner's assessments on a current basis, the Board shall immediately determine the approximate amount of such inadequacy for such month and issued a supplemental budget, noted as to the reason therefor, and levy an emergency assessment for the amount required to meet all such expenses on a current basis ("Emergency Assessment") against the owners of each of the lots.

(c) Special Assessment for Remedial Work by Association.

The Board, after conducting a hearing in accordance with Article IV, Section 2 of this Declaration, may levy an assessment against any owner to reimburse the Association for costs incurred in bringing the owner into compliance with provisions of this Declaration or the Association Rules and Regulations ("Remedial Assessment"). Such remedial assessment shall be due ten (10) days after the Board gives written notice thereof to the owner subject thereto.

(d) Special Assessment and Emergency Assessment; Member Approval Required.

Special and emergency assessments which in the aggregate in any fiscal year exceeds an amount equal to five (5%) percent of the budgeted gross expenses of the Association for the fiscal year may be levied only upon vote or written consent of the members as provided in Section 6 hereof. No vote is required for the levy of a remedial assessment.

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Section 5: Property Tax Assessments.

All property tax assessments levied against the project shall be apportioned equally among the owners of the undivided interests in the property. Each owner shall be responsible for paying that owners share to the Association. The Association shall collect and transmit the aggregate property tax assessment.

Section 6: Notice and Quorum for any Action Authorized under Sections 3 and 4.

Any action authorized under Section 3 and 4 of this Article which requires the vote or written consent of the members of the Association shall require such vote or written consent of a majority.

Section 7: Due Dates of Assessments; Certificate Regarding Assessments.

The annual assessments and special assessments shall be collected on a monthly basis and shall be due on the first (1st) day of each month. The annual assessments shall begin with the adoption of this declaration, or earlier if agreed by the members. The annual assessment shall begin for any property which is annexed to this Declaration pursuant to the provisions of Article III on the first day of the month following the recordation of the deed for the sale of the first interest within said property to an owner.

The Board shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each owner subject thereto. The Board shall supply on request documentation setting forth whether all annual, special, emergency, remedial and property tax assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8: Effect of Nonpayment of Assessments; Remedies of the Association.

In the event of a default in payment of any assessment when due, such assessment shall be deemed to be delinquent and a reasonable late charge may be imposed for such delinquency if not paid by the tenth (10th) day of the month. In the event the assessment is not paid within fifteen (15) days after the due date, in addition to the late charge, the assessment shall bear interest at the rate of ten (10%) percent per annum, until paid. Each owner vests in the

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association or its assigns the right and power to bring all actions at law, liens, foreclosures or other remedies provided herein against the owners for the collection of delinquent assessments. In the event an attorney or attorneys are employed for the collection of any assessment, whether by suit or otherwise, each owner agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said owner. In addition to other remedies herein and at law, the Association may proceed by:

(a) Suspension of Rights.

After a hearing by the Board, conducted in accordance with procedures set forth in the Bylaws, the Board may suspend the voting rights and/or the right to use the recreational facilities of any member for nonpayment.

(b) Enforcement by Suit.

By commencement and maintenance of a suit at law against an owner or prior owner to enforce said assessment obligation, such suit to be maintained in the name of the Association.

(c) Enforcement by Lien.

Creation of Assessment Lien. There is hereby created a claim of lien, with power of sale, on each and every lot to secure payment to the Association of any and all assessments levied against any and all owners under this Declaration, together with penalties and interest thereon at ten (10%) percent per annum from the date of delinquency until paid, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees.

Section 9: Subordination to Certain Trust Deeds.

The lien for assessments provided herein shall be prior to all encumbrances made by the owner or imposed by legal process upon any lot except taxes, bonds, assessments and other levies, which, by law, are prior thereto, whether the notice of assessment is recorded prior or subsequent to any such encumbrances, except that the lien of the assessments shall be subordinate to the lien of (i) any first mortgage or first deed of trust in favor of any mortgagee; and (ii) any second mortgage or second deed of trust in favor of Declarant, provided such first or second mortgage or deed of trust is made in good faith and for value and recorded in the Office of the County Recorder of Lane County prior to the recordation of

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a claim of lien for said assessments. Sale or transfer of any interest shall not defeat or affect the assessment lien. However, the sale or transfer of any interest which is subject to any first mortgage or deed of trust or second mortgage or deed of trust in favor of Declarant pursuant to a foreclosure under such first or second mortgage or deed of trust or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessments (except property tax assessments) as to payments thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such interest or the purchaser thereof from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1: Establishment of Committee Membership.

(a) Establishment of Committee.

The following persons are hereby designated as the initial members of the Architectural Control Committee established hereby:

Office No. 1 - Larry Stack

Office No. 2 - James Upshaw

Office No. 3 - Herb Nill

All of the rights, powers and duties of the Architectural Control Committee as set forth in Section 2 of this Article VII are hereby delegated to the Architectural Control Committee established hereby. Such delegation may not be revoked except by Declarant until sale by Declarant of ninety (90%) percent of all of the Owners in the overall project.

(b) Term of Office.

The terms of office of the first two (2) members listed in subparagraph (a), above, shall be for one (1) year after Declarant has sold ninety (90%) percent of the interest in the overall project, and the term of the third member shall continue for one (1) year after the sale of the first lot in the overall project or as provided in subparagraph (d), below. Thereafter, the term of each Architectural Control Committee member shall be for a period of three (3) years or until the appointment of his successor. Any new member appointed to replace a member who had died, resigned or been removed shall serve such member's unexpired

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term. Members who have resigned, been removed or whose terms have expired, may be reappointed.

(c) Appointment, Removal and Resignation.

The right to appoint and remove all members of the Architectural Control Committee at any time, shall be and is hereby vested solely in the Board; provided, however, that no initial member of the Architectural control Committee may be removed, no any successor appointed for an initial member who dies or resigns, except by Declarant prior to the expiration of his term of office pursuant to subparagraph (b) above, and provided further that after expiration of the terms of the initial members, no member of the Architectural Control Committee may be removed prior to the expiration of his term of office except by the vote or written consent of two-thirds (2/3) of the members of the Board. Any member of the Architectural Control Committee may, at any time, resign from the Committee by giving written notice thereof to the Declarant, if, pursuant to this subparagraph (c), Declarant has the right to appoint a successor to such member, or, if Declarant does not have the right, to the Board. All members of the Committee who are appointed by the Board shall be members of the Association. Members of the Committee who are appointed by the Declarant do not have to be members of the Association.

(d) Vacancies.

Except as otherwise provided in subsections (b) and (c), of this Section 1, vacancies on the Architectural Control Committee, however caused, shall be filled by vote of a majority of the members of the Bard. A vacancy shall be deemed to exist in case of the death, resignation or removal of any member. Failure of the Board to fill any vacancy in the Committee shall not prevent: (i) the running of the ninety (90) day automatic approval period specified in Section 2(d) of this Article; or (ii) action by Committee on any matter to the extent that a majority thereof each join in and consent thereto.

Section 2: Operation of Committee.

Unless otherwise provided herein the construction, alteration, addition, modification, decoration, redecoration, or reconstruction of any structural improvement in the project which is visible from the Park shall not be commenced or maintained until prior consent has been obtained from the Committee.

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The Architectural Control Committee shall function as follows:

(a) All requests for Committee approval shall be in writing. The Committee may require the submission to it of any documents which it determines to be reasonably appropriate to the activity for which consent is requested, including but not limited to a written description, plans and specifications, schematics and a plot plan.

(b) The Committee, before giving its approval, may impose conditions or require changes to be made which in its discretion are required to insure that the proposed improvement will not detract from the appearance of the project, jeopardize the structural integrity of any recreational vehicles or otherwise create any condition unreasonably disadvantageous to other owners or detrimental to the project as a whole.

(c) In the event the Committee approves or is deemed to approve the activity for which consent is required, the Committee shall endorse its written consent on a Certificate (a copy of which shall be retained by the Committee) in recordable form, and mail such Certificate postage prepaid, to the address specified by the submitting party unless such party shall elect to accept delivery thereon in person or by agent so authorized in writing. In any event, the Committee shall effect a written response to any written request for its approval of an improvement within ninety (90) days of receipt thereof.

(d) If the Committee fails to mail a written response with regard to any material of matter submitted to it hereunder, within ninety (90) days after submission to it, it shall be conclusively presumed that the Committee has approved the specific matters as to which approval was sought in the submission. It shall thereupon be the duty of the members of the Committee, forthwith upon the request of the submitting party, to sign and acknowledge a certificate evidencing such approval.

(e) All action by the Committee authorized in this Declaration shall be within its sole discretion.

Section 3: Access to Project.

Each member of the committee, or any other agent or employee of the Board, shall at all reasonable hours have the right of access to any part of the project (excluding a recreational vehicle), and to any structures built or being built thereon, for the purpose of inspection relative to

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compliance with this Declaration.

Section 4: Waiver.

The approval or disapproval by the Committee of any plans, specifications, drawings, grading plans, heights, or any other matters, submitted for approval or consent shall not be deemed to be a waiver by the Committee of its right to approve, disapprove, object or consent to any of the features or elements embodied therein when the same features or elements are embodied in other plans, specifications drawings or other matters submitted to the Committee.

Section 5: Liability.

Neither the Committee nor any of its members shall be responsible for any defects in any recreational vehicles or other structure entered, constructed, installed, placed, altered or maintained in accordance with or pursuant to any plans and specifications, color scheme, or other material approved by them or any conditions or requirements that they may have imposed with respect thereto.

ARTICLE VIII

DESTRUCTION

Section 1: Reconstruction Without Election by Owners.

In the event of a total or partial destruction of any portion of the Park and if the Available proceeds of the insurance carried pursuant to Article V of this Declaration are sufficient to cover not less than ninety (90%) percent of the cost of repair or reconstruction thereof, the same shall be promptly repaired and rebuilt unless, within sixty (60) days from the date of such destruction, not less than seventy-five (75%) percent of the members present and entitled to vote, in person or by proxy, at a duly constituted and called annual or special meeting of the members at which a quorum is present, determine that such reconstruction shall not take place. If reconstruction is to take place, the Board shall cause to be executed, acknowledged and recorded in the Office of the Lane County Recorder a certificate declaring the intention of the owners to rebuild.

Section 2: Reconstruction by Consent of Owners.

If the proceeds of such insurance are less than ninety (90%) percent of the costs of reconstruction, such reconstruction may nevertheless take place if an majority of

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each class of members present either in person or by proxy and entitled to vote at a duly noticed and called annual or special meeting of the members at which a quorum is present elect to rebuild. In the event of an election to rebuild, a certificate as provided in this Section 1 shall be executed, acknowledged and recorded as provided for in this Section 1.

Section 3: Assessments.

In the event of a determination to rebuild pursuant to either Sections 1 or 2, above, each owner shall be obligated to contribute such funds as shall be necessary to pay his proportionate share of the cost of reconstruction, over and above the insurance proceeds. The proportionate share of each owner as to such assessment shall be equal to a fraction, the number of which is one (1) and the denominator of which is the number of interests in the project, and such assessment shall be due and payable in full within thirty (30) days after written notice thereof. The assessment of reconstruction shall be enforceable in the manner provided in Article VI hereof.

Section 4: Obligation of Board.

It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of such reconstruction at the earliest possible date.

Section 5: Determination Not to Rebuild.

If a certificate of intention to rebuild has not been executed, acknowledged and recorded in accordance with either Section 1 or Section 2 hereof within nine (9) months from the date of any partial or total destruction of the Common Area, or if reconstruction and rebuilding has not actually commenced within such nine (9) month period then any insurance proceeds available for such rebuilding shall be distributed among the owners and the individual lenders by the Board. The proportionate interest of each owner in said proceeds shall be equal to a fraction, the numerator of which is the current fair market value of the interests owned by such owner and the denominator of which is the total fair market value of all the interests in the project.

Section 6: Damage to Space.

Any restoration and repair of any damage to a space shall be made by and at the individual expense of the owner of such interest to which the space is assigned. If an owner fails to make such restoration or repair of his space, the Board may,

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in accordance with this Declaration, take appropriate remedial action.

ARTICLE IX

CONDEMNATION

Section 1: Taking of Entire Common Area.

In the event the entire Common Area is taken under the power of eminent domain, the amount payable shall be paid to the Association, as Trustee, for distribution to the owners, subject to (i) the rights of any mortgagees covering each such owner's interest; and (ii) all unpaid assessments of each owner together with any interest, charges or fees attributable thereto. The proportionate interest of each owner in the condemnation award shall be the same as that set forth in Article VIII, Section 5.

Section 2: Partial Taking of Common Area.

In the event of a partial taking of the Common Area, the Association shall use all amounts awarded to it on account of such taking, to acquire and improve other real or personal property to replace the property which was taken; provided, however, that the Association shall not be obligated to replace such real or personal property if seventy-five (75%) percent of the voting power of the Association elects to distribute the condemnation award in the manner provided in Section 1 hereof rather than make such replacement. If the members of the Association do not elect, within sixty (60) days after the taking of the Common Area, to distribute the condemnation award, the Board shall proceed with such acquisition and improvement of new property and may levy and special assessment on the owners in accordance with Section 5 of Article VI of this Declaration to raise any funds needed for such purpose in excess of the condemnation award. If the members do not approve such special assessment the Board shall perform such repair and restoration work and make such acquisition as are possible with the available funds.

Section 3: Partial Taking of Common Area and Lots.

In the event of a partial taking of both the spaces and the Common Area, those owners whose spaces are completely or partially taken shall be entitled to retain the award made to them. In accordance with the provisions of Section 2 of this Article, the Association shall either effect replacement of the Common Area or distribute the proceeds to the owners in accordance with Article VIII, Section 5 hereof. Nothing contained in this Article IX shall be deemed to limit the right of an owner to pursue all available legal remedies and

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obtain all compensation to which he may be entitled by reason of the taking of his space.

ARTICLE X

ENFORCEMENT

In the event of any default by any owner under the provisions of this Declaration, the Articles, Bylaws, or the Association Rules, the Association, its Board, and its agents shall have all the rights and remedies which may be provided for in said documents or which may be available at law or in equity. The Association may prosecute any action or any proceeding against such defaulting owner and other persons for enforcement of any legal or equitable right arising under law, equity, or the agreements and documents herein. The Association shall have the authority to correct such delinquencies and defaults as may arise by act or omission of owner. All expenses of the Association in connection with such correction or any actions or proceedings, including court costs and attorneys' fees, and all damages, together with interest thereon at the maximum legal rate per anum until paid, shall be charged to such defaulting or non-complying owner, and such owner shall be subject to the lien provisions and other remedies available to the Association by law, equity, and the documents herein.

Should any member institute suit against the Association, and should the Association be successful or sustained in its position of such suit, then such member shall be required to reimburse the Association for its legal expense incurred, including but not limited to reasonable attorneys' fees, expenses incurred, and court costs.

ARTICLE XI

GENERAL PROVISIONS

Section 1: Term.

The covenants, conditions and restrictions of this Declaration shall run with and bind the project, and shall inure to the benefit of and enforcement by the Association or any lot owner subject to this Declaration, their legal representatives, heirs and assigns, for a term of fifty (50) years from the date this Declaration is recorded, and shall be automatically extended for successive periods of ten (10) years unless a declaration of amendment or termination meeting the requirements of an amendment to this Declaration thereby terminating the terms herein has been recorded.

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Section 2: Amendments.

This Declaration may be amended from time to time as follows:

(1) Prior to the close of the first sale of an interest in the Phase I property to a purchaser other than Declarant, this Declaration and any amendments thereto may be amended in any respect or revoked by the execution by Declarant of any instrument amending or revoking same, which instrument shall make appropriate reference to this Declaration and any amendment thereto and which instrument shall be acknowledged and recorded in the office of the County Recorder of Lane County.

(2) Subsequent to the close of the first sale of an interest in the Phase I property to a purchaser other than Declarant, this Declaration may be amended only with the vote or written assent of seventy-five (75%) percent of each class of membership.

Any such amendment shall become effective upon recordation with the Lane County Recorder of a written instrument setting forth the amendment and certifying compliance with the terms of this section.

Section 3: Severability.

If any provision of this Declaration, the Articles, the Bylaws, or any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration, the Articles and Bylaws, and of the application of any such provision, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

Section 4: Violation and Nuisance.

Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Association or any owner or owners of an interest.

Section 5: Violation of Law.

Any valuation of any state, municipal or local law, ordinance or regulations, pertaining to the ownership, occupancy or use of any of the project is hereby declared to

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be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

Section 6: Notification of Sale of Interest Transfer Fee.

No later than ten (10) days prior to the consummation of the sale or transfer of any interest under circumstances whereby the transferee will become the owner thereof, the transferor shall notify the Association in writing of such sale or transfer. Such notification shall set forth:

- (1) The name of the transferor and transferee;
- (2) The transferee's mailing address; and
- (3) The date of sale or transfer;

Prior to receipt of any such notification, any and all communications required or permitted to be given by the Association, the Board or the Architectural Control Committee shall be deemed to be duly given and made to the transferee if duly and timely made and given to said transferee's transferor.

The transferor shall pay to the board a transfer fee in an amount to be determined by the Board, to compensate the Association for its activities undertaken to effect record changes, inspections and etc. in connection with the sale, together with any additional sums that may be required to satisfy unpaid monetary obligations of the transferor. Additionally, the transferor shall comply with each and every Association Rule and Regulation applicable to transfers of interests.

Section 7: Lease or Rental of a Space.

No space, recreational vehicle located thereon or any portion thereof shall be rented or leased except in compliance with the provisions of this Declaration (including Article IV, Section 11 hereof) and the Association Rules and Regulations applicable thereto.

Section 8: Breach.

No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for the value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose

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title is derived through foreclosure or trustee's sale, or otherwise.

Section 9: Enforcement of Bonded Obligations.

If Declarant obtains a completion bond or lender's set-aside letter, (hereinafter referred to as the "Bond") in favor of the Association to secure the commitment of Declarant to complete Common Area improvements, then:

(1) The Board shall consider and vote upon the question of action by the Association to enforce the obligations under the Bond with respect to any improvement for which a Notice of Completion has not been filed within sixty (60) days after the completion date for that improvement in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any Common Area improvement, the Board shall consider and vote on the aforesaid question if a Notice of Completion has not been filed within thirty (30) days after the expiration of the extension period.

(2) A special meeting of the members for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or on the failure of the Board to consider and vote on the question shall be held not less than thirty-five (35) days, nor more than forty-five (45) days after receipt by the Board of a petition for such a meeting signed by members representing five (5%) percent or more of the total voting power of the Association.

(3) A vote of the majority of the voting power of the Association shall be deemed to be the decision of the Association and the Board shall thereafter implement such decision by initiating and pursuing appropriate action in the name of the Association.

DATED this 24TH day of June, 1989.

Coast Marina & R.V. Park, Inc.

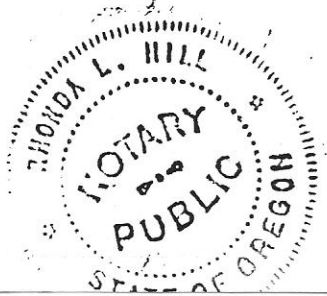
Larry Stack - CORP. PRESIDENT
Larry Stack

Coast Marina & R. V. Park
Owner's Association

Walt Eller - VICE PRESIDENT
Director
WALT ELLER
SEC. TREASURER

Gene Caswell
Director
PRESIDENT

Larry Stack
Director



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PARCEL 1

Beginning at a point on the Southeasterly right of way line of the Siuslaw Highway, 111.1 feet North $48^{\circ} 46'$ East of a point on the West line of Section 15, Township 18 South, Range 11 West of the Willamette Meridian, 98.69 feet North of the West 1/4 corner thereof; thence South $49^{\circ} 20'$ East 127.14 feet to the right bank of the Siuslaw River; thence upstream along said right bank North $29^{\circ} 26'$ East 79.76 feet; thence North $49^{\circ} 20'$ West 91.04 feet to the Southeasterly right of way line of the Siuslaw Highway; thence along said right of way line South $48^{\circ} 46'$ West 75.76 feet to the point of beginning, in Lane County, Oregon.

PARCEL 2

Beginning at a point on the right bank of the Siuslaw River 170.9 feet South and 124.0 feet South $48^{\circ} 32'$ West from the 1/4 section corner of the East line of Section 16 in Township 18 South, Range 11 West of the Willamette Meridian; thence North $47^{\circ} 32'$ West 204.43 feet to the Southerly right of way line of U. S. Highway No. 36; thence South $48^{\circ} 46'$ West along said line 150.0 feet; thence South $47^{\circ} 30'$ East 205.65 feet, more or less, to right bank of said Siuslaw Rier; thence North $48^{\circ} 32'$ East 150.0 feet to the place of beginning, in Lane County, Oregon.

PARCEL 3

Beginning at a point on the East line of Section 16, in Township 18 South, Range 11 West of the Willamette Meridian, 151.0 feet South of the East 1/4 Section corner of said Section 16; thence North $51^{\circ} 56' 30''$ West 191.1 feet to the Southerly right of way line of U. S. Highway No. 36; thence South $48^{\circ} 46'$ West along said line 124.0 feet; thence South $47^{\circ} 32'$ East 204.43 feet to the right bank of the Siuslaw River; thence North $48^{\circ} 32'$ East 124.0 feet; thence North 19.9 feet to the place of beginning, in Lane County, Oregon.

PARCEL 4

Beginning at a point on the East line of Section 16, Township 18 South, Range 11 West of the Willamette Meridian, 151.0 feet South of the East center Section corner of Section 16, on the right bank of the Siuslaw River; thence North $51^{\circ} 56' 30''$ West 191.1 feet to the Southerly right of way line of U. S. Highway No. 36; thence Northerly along said right of way 50.36 feet to the East-West centerline of said Section 16; thence East 112.6 feet to the quarter corner on the East line of Section 16; thence North 98.69 feet along the East line of Section 16 to a point on the Southerly right of way of U. S. Highway No. 36; thence North $48^{\circ} 46'$ East along said right of way 111.1 feet to a point on said right of way; thence South $49^{\circ} 20'$ East 127.14 feet to a point on the right bank of the Siuslaw River; thence Southwesterly along said right bank of the river, 300.05 feet to a point on the East line of Section 16, at a point 19.9 feet South of the Point of Beginning; thence North 19.9 feet to the Point of Beginning, in Lane County, Oregon.

CT-179220

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State of Oregon,
County of Lane--ss.

I, the County Clerk, in and for the said
County, do hereby certify that the within
instrument was received for record at

29 JUN 69 9:54

Reel **1580R**

Lane County OFFICIAL Records.
Lane County Clerk

By: John E. Fawcett
County Clerk

Handwritten notes: 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93, 95, 97, 99, 101, 103, 105, 107, 109, 111, 113, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133, 135, 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173, 175, 177, 179, 181, 183, 185, 187, 189, 191, 193, 195, 197, 199, 201, 203, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231, 233, 235, 237, 239, 241, 243, 245, 247, 249, 251, 253, 255, 257, 259, 261, 263, 265, 267, 269, 271, 273, 275, 277, 279, 281, 283, 285, 287, 289, 291, 293, 295, 297, 299, 301, 303, 305, 307, 309, 311, 313, 315, 317, 319, 321, 323, 325, 327, 329, 331, 333, 335, 337, 339, 341, 343, 345, 347, 349, 351, 353, 355, 357, 359, 361, 363, 365, 367, 369, 371, 373, 375, 377, 379, 381, 383, 385, 387, 389, 391, 393, 395, 397, 399, 401, 403, 405, 407, 409, 411, 413, 415, 417, 419, 421, 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