DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
HECETA SOUTH SUBDIVISION
LANE COUNTY, STATE OF OREGON

AMENDED and RESTATED

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
'99 JUN 24 AM10:28

Reel 2563R
Lane County OFFICIAL Records
Lane County Clerk

By: [Signature]
County Clerk
1.1 **Owner.** Heceta, Inc., hereafter referred to as "Declarant", is the owner of certain real property, located in Lane County, Oregon, and more particularly described in Exhibit A, attached and incorporated by this reference.

1.2 **Property.** The real property described in the attached Exhibit A includes all of the real property that is included within and described as the HECETA SOUTH SUBDIVISION, for which tentative approval was given by Lane County on April 27, 1992, (PA 2288-91). This Declaration is made for the purpose of satisfying the requirements of the aforementioned tentative approval of the subdivision. This subdivision shall consist of two phases. Phase I shall consist of 66 lots and Phase II shall consist of 45 lots. Legal descriptions attached for Phase I only (Exhibit B) and Phase 2 only (Exhibit C).

1.3 **Lots in Subdivision.** Any reference hereafter to "Lot" or "Lots" in the Heceta South Subdivision will mean, unless stated differently, the entire area of the property as described on Exhibit A. Any reference hereafter to the Heceta South Subdivision (hereafter "Subdivision" or "Heceta South") will mean and include all the real property described on Exhibit A.

1.4 **Purpose.** Declarant desires to subject Heceta South to certain restrictions, covenants, easements and conditions, referred to hereafter as the "Covenants". The covenants are for the benefit of Heceta South, as provided below, and for each Owner thereof and shall inure to the benefit of and bind Heceta South and each and every parcel thereof. The Covenants are intended to protect and enhance the value, desirability and attractiveness of Heceta South and to recognize and protect certain physical conditions of Heceta South. Further, the Covenants shall apply to and bind the successors and assigns in interest and all parties having or acquiring any right, title or interest in Heceta South.
1.5 **Future Common Facilities.** No property will be owned in common. However, the Homeowners Association is responsible for maintaining the streets, shoulders and entrances to the subdivision.

1.6 **Declaration.** Declarant hereby declares Heceta South shall be held, sold and conveyed subject to and restricted by the Covenants, which are for the purpose of protecting the value, desirability and physical conditions, and which shall run with the Subdivision and the lots located therein and which shall be binding on all parties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1.7 **Homeowners Association.** Declarant has established a Homeowners Association by incorporation as a nonprofit corporation under the laws of the State of Oregon for the purpose of maintaining, managing and operating the association and any future Common Facilities, including a process for enforcing the Covenants and collecting and disbursing the assessments and charges.

1.8 **Term.** These Covenants shall run with and be binding on Heceta South and lots located therein and shall be binding on the parties, owners, their heirs, successors and assigns for a term of forty (40) years from the date of recordation, after which time they shall be automatically extended for another term of twenty (20) years unless terminated as evidenced by a document signed by the owners of at least 75% of the lots. Thereafter, the Covenants may be extended at twenty (20) year intervals by a vote of a majority of the owners of lots within Heceta South.

1.9 **Amendment by the Homeowners Association.** The Homeowners Association may amend these Covenants by submitting a proposal to the members. The proposal must be approved by 75% or more of the owners. However, the association may not amend these covenants without the Declarant’s approval so long as Declarant owns lots within this subdivision.

**ARTICLE II**

**DEFINITIONS**

2.1 "Association" shall mean and refer to the Heceta South Homeowners Association, its successors and assigns, organized and established to preserve and maintain the subdivision and to promote the health, safety and welfare of the occupants of the subdivision.
2.2 "Declarant" shall mean Ray Wells, and any person or entity that is assigned the rights to act and function as the "Declarant," which assignment must be executed in writing and recorded in the Lane County Property Records.

2.3 "Development Period" shall mean that period Declarant requires to initially sell all of the lots within the property and any additions thereto made pursuant to Article III.

2.4 "Easement" shall mean any easement shown on the face of the plat of the Heceta South Subdivision, described in paragraph 1.2, and also including those easements described in Article VI herein, including future easements and areas for drainage, road access, water lines, utilities, septic drain fields, wetlands, prime wildlife areas, and any other easements referenced herein.

2.5 "Lot" shall mean and refer to those particular parcels of land created by the aforementioned Subdivision, which lots are depicted on the map included with Exhibit "D."

2.6 Managing body of the Homeowners Association shall mean the Board of Directors of the Heceta South Homeowners Association.

2.7 "Member" shall mean any person or entity holding membership in the Association.

2.8 "Operation Fund" shall mean the fund established pay the operating expenses of the Homeowners Association which are required by these declarations, the bylaws, municipal codes, and statutes. These funds may also be used for any other lawful purpose duly approved by the Homeowners Association.

2.9 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple interest to any lot, which is a part of the Subdivision, including contract purchasers, but excluding those who have such interest merely as a security for performance of an obligation, excluding contract sellers, and excluding tenants holding a leasehold interest in any lot.

2.10 "Reserve Fund" shall mean the fund established as required by ORS 94.595 established for the maintenance and repair of entrances, roads and road shoulders within the subdivision.

2.11 "Subdivision" shall mean and refer to all that certain real property described in Exhibit A, and to the extent additional property is added in accordance with subparagraph 3.1.1 or as a legal lot adjustment, "Subdivision" shall be construed to include such additional real property.
ADDITIONS OF PROPERTY SUBJECT TO THIS DECLARATION

3.1 Additions to Existing Property

3.1.1 Additions by Declarant. The Declarant, from time to time, and at times of the Declarant's own choosing, may transfer additional portions of property to Heceta South Subdivision. However, those properties must be contiguous to Heceta South Subdivision, and such additions must lie within the boundaries of the property described in Exhibit "D" attached hereto and incorporated herein. Otherwise the Declarant may add additional parcels of land to Heceta South Subdivision pursuant to Section 3.1.2 below.

3.1.2 Additions by Others. So long as the Declarant or the Declarant's successors in interest or assigns own any interest in any property within Heceta South Subdivision, no additional property may be added to the subdivision without the expressed written consent of the Declarant. If the Declarant owns no property in the Subdivision, others may add property to the Heceta South Subdivision by obtaining the approval of the managing body of Heceta South Association, and by obtaining approval from the owners of 75% of the lots within Heceta South Subdivision.

3.1.3 Property Line Adjustments. Property line adjustments must first be approved by the managing body of the Homeowners Association. After receiving such approval, the managing body will notify all lot owners contiguous to the lot whose owner is requesting a lot line adjustment of the pending request. The lot line adjustment must then be approved by all of the lot contiguous owners.

3.1.4 Combined Lots. Lots which are combined for the purpose of creating a single lot will still be considered as lots orginally platted for the purpose of levying assessments.

3.2 Subject to Declaration. All property set forth in Exhibit "D" attached hereto and incorporated herein by reference is subject to the declarations contained in this declaration of covenants, conditions and restrictions for Heceta South Subdivision. All initial purchasers and subsequent purchasers, their assigns, or successors in interest shall be bound by the Declaration of Covenants, Conditions, and Restrictions.
4.1 **Individual Owner.** Each lot shall have one vote in any election. The person or persons entitled to exercise that vote shall be the persons who appear as owners of record of the lot. The managing body of the Homeowners Association shall then determine whether the majority of owners favored or opposed the proposal.

4.2 **Multiple Owners.** In the event of voting by multiple owners of a lot, the managing body shall determine each lot owner's interest in the lot as it appears in record. If there is no percentage or equivalent designation of ownership, multiple owners shall be construed by the managing body to own the lot in equal shares. The majority vote of the owners of the lot shall determine the vote case by that lot. The vote results in a tie vote by the multiple owners, the lot vote shall be considered a nay vote.

**ARTICLE V**

**ASSESSMENTS**

5.1 **Annual Assessment.** The Homeowners Association shall assess a yearly assessment to each lot to maintain and replace the streets, and an amount to pay the operating expenses of the Homeowners Association. This assessment, and other assessments levied during the year, shall be paid on or before the 1st day of January, and be delinquent on February 1st. If such assessments, are not paid on or before the 1st day of February they shall become delinquent and a written notice of such delinquency shall be given by the secretary of the Homeowners Association to the delinquent member. A late fee of 10% per month of the sum due shall be assessed. Penalties may be enforced by recording the penalties as a lien and foreclosing said lien provided by ORS 94.550 through 94.785.

Notwithstanding the above, property acquired by Lane County through tax or lien foreclosure proceedings shall be exempt from assessments or any obligation to pay assessments for as long as the property is owned by Lane County.
5.1.1 **Note**: The final approved map for Phase I was filed April 29, 1993 and consists of 66 lots. The final approved map for Phase II was filed April 27, 1993 and consists of 45 lots. Lot number 32 is owned by the Declarant but is a seasonal lake and non buildable. Due to restrictions imposed by the county, lots numbered 30 and 31 had to be combined in order to be a developable building site, therefore lots assessible for Association reserves and expenses total 109 lots. Lot 31/32 is assessed as one lot and lot 32 is not assessed.

5.2 **Notice.** Thirty (30) days prior to any date the assessment is due, the secretary of the Homeowners Association shall cause to be mailed to each lot owner notice of their annual assessment at the name and address listed by the owners of each lot.

5.3 **Delinquency.** In the event of delinquency, notices of said delinquency shall be provided at the mailing address provided to the Homeowners Association by the lot owner to each owner of each lot that is delinquent. The Homeowners Association may retain legal counsel to enforce the assessments. To the extent permitted by Oregon law, assessments shall become a lien against real property. To the extent, if any, allowed by law, the assessments may be foreclosed as a lien against real property. In the event that litigation is filed, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to any costs associated with prosecuting the case such as witness fees, expert witness fees, and other related expenses.

5.4 **Determination of Assessment.** During November of each year, the Board of Directors of the Homeowners Association shall review the budget for that fiscal year and the balance sheet for the previous year. The assessment for the upcoming year will be set each year by the Board of the Homeowners Association in a sum sufficient to pay actual and estimated association expenses and debts.

5.5 **Penalty.** Failure to pay assessments when due shall result in a penalty of 10% per month so long as the assessments run unpaid. The penalty shall commence the day following the grace period. Penalties may be enforced by recording the penalties as a lien and foreclosing said lien provided by ORS 94.550 through 94.785.
REstrictions on use of property

Lots and all improvements thereon shall be subject to the restrictions set forth in the following sections. Every lot owner, by acceptance of a deed or other conveyance of interest, agrees to be bound by the provisions of the following sections. Any deviations from the Restrictions on Use of Property set forth herein must be approved by the Managing Board of the Homeowners Association.

6.1 **Permitted Uses.** No lot within the Subdivision shall be used for any purpose other than for the construction and occupancy of single-family residential dwellings and uses related thereto. No building or structure shall be erected, altered, placed or permitted to remain on a lot in the Subdivision other than a detached single-family dwelling, sewage disposal facilities, private garage or carport, storage or garden shed, swimming pool, tennis court, non-commercial greenhouse and other structures or uses directly related to the use and occupancy of a residential dwelling unit.

6.2 **Nuisance.** No noxious or offensive activity shall be carried on or upon any lot or other portion of the subdivision, nor shall anything be done thereon which is or might become an annoyance or a nuisance to the use and enjoyment of other lots in the Subdivision. Outdoor lighting shall be situated so as to be directed away from the adjoining properties and streets.

6.3 **Derogation of Laws.** No owner shall carry on any activity of any nature whatsoever on their lot that is in derogation or violation of the laws or statutes of the State of Oregon, Lane County, or any other applicable governmental body.

6.4 **Building and Construction Restrictions.** All structures and improvements should be of new construction (except used brick or similar decorative materials may be used) and construction thereon shall not be commenced until the Architectural and Site Review Committee (ASDRC) has given their approval and land use permits, building permits and any other applicable permits or approvals from the appropriate public agency or agencies are obtained.

6.4.1 Only detached single-family residences, appurtenant outbuildings and structures as described in paragraph 6.1 may be constructed or permitted to remain on the lot. Only one residence is permitted on each lot or combined lot. Mobile Homes, prefabricated homes, modular dwellings and other improvements that are assembled off-site are
prohibited. Metal structures and improvements are prohibited, except as provided in paragraph 6.4.2. The exterior surface of all improvements shall either be left in a natural wood appearance or stained or painted an earth tone color that is compatible with the natural setting. Color chips must be submitted to the ASDRC prior to painting the building exterior.

6.4.2 All buildings constructed hereunder shall conform to the applicable building code(s), these Declarations, Architectural rules and guidelines. Roofs of all structures located in the Subdivision shall be composed of fire-resistant materials as approved by the Siuslaw Rural Fire District and subject to paragraph 8.2, Architectural and Site Development Review. No metal chimney flues shall be exposed except for stove flues.

6.4.3 The exterior of any building constructed on any lot hereunder shall be completed, including exterior finish paint and trim, within twelve (12) months from the issuance of a building permit, so as to present a finished appearance when said building is viewed from any angle. Any building that is not completed within twelve (12) months shall be deemed a violation. The building area shall be kept reasonably clean during the construction period and all work shall be performed diligently and continuously from commencement of construction until the structures are fully completed and painted.

6.4.4 No parking in excess of twelve (12) hours during any 24-hour period measured from midnight to midnight of any type of vehicle is permitted on or adjacent to subdivision roads. No lot shall be used to park mobile homes, campers, recreational vehicles, boats or trucks (one ton or greater), or any other type of recreational motorized vehicle, unless they are entirely located within a screened area. Notwithstanding the prohibition contained herein regarding parking, during construction of a residence on any lot, the contractor may use a larger area for parking of vehicles and storage of materials in order to avoid unnecessary disturbance of the lot’s vegetation.

6.4.5 Entrance driveway approaches to all lots shall have an asphaltic or concrete surface from the access road to the garage. Driveway crossings over roadside ditches or local drainage shall be constructed with culverts of a size determined by the county. Culverts shall be kept unobstructed and in good operating condition by the lot owner. Damage caused by driveway construction to the access road, or to adjacent ditches and shoulders, shall be repaired at the expense of the owners of such connecting driveways.
6.4.6 No sanitary sewage drain field may by constructed, located and or used within one hundred (100) feet of any well, and fifty (50) feet from any designated wetland area, except as specifically provided by the appropriate public agency.

6.4.7 No structure other than driveway lights, or mail box, or fire hydrant shall be located less than twenty (20) feet from the front lot boundary. No structures or improvements shall be located closer than ten (10) feet from side or rear lot boundary lines. On corner lots, (defined as lots which have a street on two (2) sides) the twenty (20) foot Set-back shall apply only to the front of the lot, as designated by the Owner, with a ten (10) foot Set-back required from the non-fronting street.

6.4.8 No electrical, telephone or cable television lines or wires shall be constructed, placed or permitted on any lot outside any building unless the same be located underground or in conduit attached to the building.

6.4.9 Any residence constructed on a lot shall have a minimum floor area, exclusive of open porches and garages, of not less than 1250 square feet.

6.4.10 No temporary structure or improvement shall be located on any lot prior to the construction and occupancy of a dwelling.

6.4.11 Wetlands. Certain wetlands have been identified within this subdivision and have been mapped. A copy of the map is attached as Exhibit E. Stringent regulations severely limit development or disturbing soils within these wetlands.

6.5 **Vegetation.** The existing vegetative cover on any lot may not be removed except as necessary to provide for driveways, parking areas, structures, sewer and drain fields permitted by the Covenants and fire safety requirements. To the extent practicable, the intent of this Section is to maintain the native vegetation including ground cover on each lot in a natural condition. Notwithstanding any of the provisions for vegetation removal, all existing vegetation shall be retained ten (10) feet in width along all side and rear lot boundary lines except by variance by the managing body of the Homeowners Association. Under no circumstances will existing vegetation in designated wetland and wildlife areas be removed, trimmed or otherwise changed.

Dead, dying, diseased or dangerous trees may be removed, except for those in designated wetland and wildlife areas.
6.5.1 In addition, all vegetation removal and repair must comply with Lane County Code 16.213, Beaches and Dunes Combining Zone, of the Lane County Rural Comprehensive Plan, or successor provisions subsequently added to or adopted to replace Section 16.213.

6.5.2 The Homeowners Association shall be responsible for trimming and/or removing brush, trees, and other vegetation from the public streets adjacent to the edge of the pavement within the right of way.

6.6 **Revegetation.** Areas cleared of vegetation during construction in excess of those indicated in paragraph 6.5 shall be replanted within nine (9) months of the termination of major construction activity with native or similar plant species. Sizes and species to be approved by the ASDRC.

6.7 **Soil Protection and Sand Stabilization.** During all phases of construction and post-construction, stabilization is required by application of bark mulch, hog fuel, plantings, rock, or any combination thereof. Any excavation of sloped areas will be stabilized by use of timbers, retaining walls, plantings, or any combination thereof. Development, alteration, clearing or vegetation removal shall be in compliance with the Beaches and Dunes Combining Zone of the Lane County Rural Comprehensive Plan.

6.8 **Fences.** No fence may be within twenty (20) feet of the front lot boundary line. No fence may be located on side or rear lot boundary lines. Fences are discouraged, but may be constructed to provide screening and privacy and containment of household pets. *Fences shall not exceed six (6) feet in height* except for screening purposes as approved by the ASDRC. Fences shall be designed and constructed so as to be compatible with the natural setting. Barb wire, wire mesh and fences similar thereto are prohibited. Chain-link fences must be screened from view. All fences shall be maintained. All fences shall be approved by the Architectural and Site Development Review Committee.

6.9 **Animals.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except as household pets.

All dogs, cats or other household pets must be kept on a leash at all times when off the owner's lot. Lot owner and guests of lot owner shall not allow their pets to trespass on another lot owner’s real property. Pet owners must immediately clean up any mess or waste left by their respective pets. Owners of pets permitted hereunder shall maintain control of their pets so that the pets do not disturb other persons or pets within the development or otherwise create or
become a nuisance. Each lot owner shall be allowed to keep only as many household pets as
do not create objectionable noise or disorder. Each lot owner shall be responsible to the
Association, or other lot owner, as the case may be, for any damage caused by the lot owner’s
or the lot owner’s guest’s pet(s).

6.10 **Garbage.** No loose garbage, refuse, rubbish or other waste shall be deposited or kept on any
lot. All garbage, refuse, or rubbish shall be kept in garbage receptacles. Garbage receptacles
and storage areas shall be screened from view, and are to be kept in a clean and sanitary
condition. Natural compost or waste materials must be contained in suitable containers and be
screened from neighbors and public view. No lot owner or guest of a lot owner shall dispose
of trash, waste, debris, brush or other clippings on any other lot, Common Area or Common
Facility.

6.11 **Signs.** No lighted signs of any kind shall be displayed on any lot and/or the Subdivision except
for Subdivision identification and driveway entrances. Lot address identification shall be
clearly posted on each dwelling. Non-lighted signs not exceeding five (5) square feet shall be
permitted in the Subdivision, but all signs shall be strictly residential in character and conform
with the nature and type of development in the Subdivision, such as, but not limited to, "For
Sale" signs. All commercial signs shall be removed upon sale of the property.

6.12 **Radio Transmission/Reception Devices.** No lot owner shall locate, construct, maintain, or
otherwise place upon any lot or improvement therein, any type of radio transmission or reception
antenna, device or equipment without first obtaining written permission of the Association.
No television antenna erected on any lot shall extend more than two (2) feet above the portion
of the roof on the dwelling on which it is mounted. Satellite dish devices shall be located and
screened from public view to the greatest degree practicable.

6.13 **Grading and Erosion Control.** All sand exposed by grading will be covered in any of the
following methods.

6.13.1 The original duff from the exposed portion of the site, bark mulch or hog fuel
will be distributed over the exposed sand such that exposed sand is completely
covered.

6.13.2 Retaining and/or landscaping structures such as rock, treated timbers, etc. may
remain exposed so long as the exposed landscaping structures are permanent or
will remain intact for at least (20) years, and so long as the exposed landscaping
structures maintain the natural look of the Subdivision.

6.13.3 Prior to commencing any excavation, the lot owner must submit excavation and restoration plans to the ASDRC. Those plans must provide for erosion control and must be approved by the ASDRC before any excavation activities can begin.

6.14 If any lot, real or personal improvements thereon shall violate any of the provisions of this Declaration, the Association will give written notice to the owner of said lot and order the owner to correct all deficiencies and/or violations specified in that notice. If such matters are not corrected within thirty (30) days after such notice is given, the Homeowners Association or any individual lot owner may have the right to file an appropriate suit to require correction or abatement of the violation or, as an alternative, seek damages. Since damages are difficult to calculate, they will be assessed as liquidated damages up to the amount of fifty ($50.00) dollars per day for each day after the expiration of the thirty (30) day notice. Penalties may be enforced by recording the penalties as a lien and foreclosing said lien as provided by ORS 94.550 through 94.785.

ARTICLE VII

THE ASSOCIATION

7.1 Creation of Homeowner Association. The Homeowners Association was created pursuant to the requirements of ORS 94.609. In the event that ORS 94.609 should be amended in the future, and those amendments apply to this subdivision, the Homeowners Association will abide by those amendments.

7.2 Creation and Management of the Reserve Account and Operations Account. The Declarant, after recording of these covenants, did establish an operations/reserve account.

7.2.1 The account was to be used to receive money from assessments and utilized to pay the day to day operating expenses of the Association and portions of the assessments were to be applied to the reserve account and maintained therein. Monies from the reserve account shall only be used for purposes presently allowed in ORS 94.550 through ORS 94.783. Should the statutes be modified in the future, and should those modifications apply to this subdivision, the above described accounts shall be managed in compliance
with the relevant and applicable law.

7.2.2 On March 6, 1995 the responsibility of managing the Homeowner Association was transferred to the home owners pursuant to ORS 94.609. The account was also transferred to the association. The reserve account and the operations account may be invested in secure and prudent investments. Fiduciary principals of investments shall apply to the management of these funds. In addition, the funds held in the reserve fund may be borrowed from time to time by the Homeowner Association, but only if, prior to borrowing, a plan to replace those funds has been approved by the Homeowner Association Board of Directors.

7.3 **Powers of Association.** The Association shall have all powers set forth in ORS 94.630 and any other powers the Association may lawfully exercise. In addition, the Association shall comply with all the responsibilities imposed upon it by ORS 94.550 through ORS 94.785.

7.4 **Assessments.** All assessments shall be assessed by dividing the total sum of money needed by the number of lots in the subdivision. The quotient of that calculation shall be assessed against each lot. Assessments may be modified from time to time pursuant to the terms of this covenant, the bylaws, and the powers granted a Homeowner Association by ORS 94.550 through ORS 94.785.

Notwithstanding the above property acquired by Lane County through tax or lien foreclosure proceedings shall be exempt from assessments or any obligation to pay assessments for as long as the property is owned by Lane County.

7.5 **Membership.** All persons owning an interest of record in lots in the subdivision shall be members of the Association.

7.6 **Voting Rights.** A member's right to vote in association matters shall be governed by these declarations and Bylaws.

7.7 **Procedure.** The procedure governing the Homeowners Association matters shall be controlled by the requirements set forth in ORS 94.550 through ORS 94.785. In addition, the Homeowners Association may from time to time adopt procedures to regulate their internal matters, so long as the actions taken are within the powers of the Homeowners Association to do so, and so long as they are done in compliance with this declaration, the bylaws, rules adopted by the Homeowners Association, and applicable statutes.
ARCHITECTURAL AND SITE DEVELOPMENT REVIEW

8.1 Declarant's Role. The responsibility for the Homeowner Association was transferred as of March 6, 1995 pursuant to ORS 94.609, to the managing body of the Homeowners Association. This body shall ensure that all construction projects comply with the requirements set forth in this declaration.

8.2 Architectural and Site Development Review. The Architectural and Site Development Review Committee (ASDRC) shall require all owners to submit a complete set of plans for review. The plans shall be reviewed by the ASDRC within 30 days. Within that 30 day period, the ASDRC will respond to the building proposal in writing and either accept the proposal, or direct the lot owner's attention to those portions of the proposal which do not comply with these declarations or other appropriate codes or statutes. After the lot owner has resubmitted the revised plans the ASDRC must respond as described above within 30 days. Once the ASDRC has granted its approval in writing, lot owner may commence the project.

8.3 Complete Set of Plans. No submission shall be considered complete, and the 30 day period will not begin to run, until a complete set of plans including a plot plan detailing those portions of the lot to be cleared, a grading plan, revegetation plan, and construction plans are submitted to the ASDRC.

ARTICLE IX

MAINTENANCE, UPKEEP AND REPAIR OF COMMON PROPERTY

STREETS AND RIGHT A WAY

AND PAYMENT THERE OF

9.1 The Homeowners Association shall be responsible for the maintenance, upkeep, and repair of the public streets and right of ways within the subdivision. The streets are more particularly described in Exhibit "F" attached hereto and incorporated herein by reference. In the event the Homeowners Association should acquire common property or facilities, that property shall be
maintained by the Homeowners Association. The Board of Directors shall prepare a budget each year estimating the expenses of maintenance, upkeep, and repair of the streets and common property or facilities if any common property is owned by the Homeowners Association. Those expenses shall be assessed to each lot by dividing the estimated cost therein by the number of lots in the subdivision, the quotient therefrom shall be assessed against each lot.

Notwithstanding the above, property acquired by Lane County through tax or lien foreclosure proceedings shall be exempt from assessments or any obligation to pay assessments for as long as the property is owned by Lane County.

9.2 The Board of Directors shall engage a qualified person(s) or contractor to perform the services required. The Board shall require that prior to rendering services, the provider shall provide the Board with a written bid. The Board shall approve said bid. The Board shall pay no more than one-half (50%) of the bid price until the completion thereof. Thereafter the Board shall promptly pay the balance when all work is completed and final inspections have been received.

In accordance with the original Declaration as set forth in Article I, 1.9, the proposal to Amend and Restate the original Declaration was voted upon by the lot owners and on April 27, 1999 the Secretary-Treasurer reported to the Board of Directors of Heceta South Subdivision Homeowners Association, Inc. that of the 109 authorized voters, 84 voted, with 82 voting YES, one voting NO, and one not entering a vote. In accordance with the above Article, in excess of 75% therefore voted to adopt the proposal.

On a motion made, seconded and passed, the vote was ratified and the President and Secretary-Treasurer were authorized and directed to sign and record the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heceta South Subdivision, Lane County, State of Oregon.

CC&R's Heceta South 1999 - 15
IN WITNESS WHEREOF, the Heceta South Subdivision Homeowners Association, Inc. has caused this Declaration to be executed this $8$th day of June, 1999.

Heceta South Subdivision Homeowners Association, Inc.

By: [Signature]

President

By: [Signature]

Secretary-Treasurer

STATE OF OREGON )
) ss.
County of Lane )

Personally appeared before me this $8$th day of June, 1999, personally appeared Eugene Wobbe and Shirley Hertz, who, being duly sworn, each for themselves and not one for the other, did say that the former is the President and that the latter is the Secretary-Treasurer of HECETA SOUTH HOMEOWNERS ASSOCIATION, INC. and the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and each of them acknowledge said instrument to be its voluntary act and deed.

[Seal]

NOTARY PUBLIC FOR OREGON
My Commission Expires: 10-7-99

CC&R's Heceta South 1999 - 16
EXHIBIT A

HECETA SOUTH SUBDIVISION
(Entire Subdivision - Includes Phase 1 and Phase 2)

All of the following described real property lying South and West of the centerline of County Road No. 856 (Heceta Beach Road) as traveled September 1, 1984:

The Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 10, and the Southeast 1/4 of the Southwest 1/4 of Section 3, Township 18 South, Range 12 West of the Willamette Meridian, in Lane County, Oregon.

EXCEPT that portion described in deed to Lane County, Oregon, recorded February 23, 1978, Reception No. 7812389, Official Records of Lane County, Oregon.

ALSO EXCEPT Beginning at the Southwest corner of the Northeast one-quarter of Section 10, Township 18 South, Range 12 West of the Willamette Meridian; thence along the West line of said Northeast one-quarter North 00° 07' 12" East 1315.77 feet to the Southeast corner of the Northeast one-quarter of the Northeast one-quarter of said Section 10; thence along the South line of said Northeast one-quarter of the Northwest one-quarter North 89° 26' 38" West 603.42 feet; thence leaving said South line North 501.55 feet; thence North 36° 55' 23" East 74.52 feet; thence South 89° 27' 23" East 56.46 feet; thence along the arc of a 230.00 foot radius curve right (the chord of which bears South 78° 56' 15" East 83.98 feet) a distance of 84.45 feet; thence along the arc of a 280.00 foot radius curve right (the chord of which bears North 39° 40' 03" East 113.55 feet) a distance of 114.34 feet; thence North 51° 22' 00" East 123.28 feet to the centerline of Heceta Beach Road; thence along said centerline South 38° 38' 00" East 230.00 feet; thence along the arc of a 286.48 foot radius curve left (the chord of which bears South 50° 21' 30" East 212.09 feet) a distance of 217.29 feet; thence South 82° 05' 00" East 411.37 feet; thence along the arc of a 636.62 foot radius curve right (the chord of which bears South 52° 40' 00" East 625.35 feet) a distance of which bears 653.69 feet; thence South 23° 15' 00" East 431.19 feet; thence along the arc of a 954.93 foot radius curve right (the chord of which bears South 9° 00' 07" East 468.97 feet) a distance of 473.82 feet; thence South 5° 10' 45" West 105.28 feet; thence along the arc of a 477.46 foot radius curve left (the chord of which bears South 12° 03' 57" East 283.10 feet) a distance of 287.42 feet to the South line of the Northeast one-quarter of said Section 10; thence along said South line North 89° 36' 38" West 1340.40 feet to the point of beginning, in Lane County, Oregon.
HECETA SOUTH SUBDIVISION (Phase 1 Only)

All of the following described real property lying South and West of the centerline of County Road No. 856 (Heceta Beach Road) as traveled September 1, 1984:

The Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 10, and the Southeast 1/4 of the Southwest 1/4 of Section 3, Township 18 South, Range 12 West of the Willamette Meridian, in Lane County, Oregon.

EXCEPT that portion described in deed to Lane County, Oregon, recorded February 23, 1978, Reception No. 7812389, Official Records of Lane County, Oregon.
Beginning at the Southwest corner of the Northeast one-quarter of Section 10, Township 18 South, Range 12 West of the Willamette Meridian; thence along the West line of said Northeast one-quarter North 0° 07' 12" East 1315.77 feet to the Southeast corner of the Northeast one-quarter of the Northwest one-quarter of said Section 10; thence along the South line of said Northeast one-quarter of the Northwest one-quarter North 89° 26' 38" West 603.42 feet; thence leaving said South line North 501.55 feet; thence North 36° 55' 23" East 74.52 feet; thence South 89° 27' 23" East 56.46 feet; thence along the arc of a 230.00 foot radius curve right (the chord of which bears South 78° 56' 15" East 83.98 feet) a distance of 84.45 feet; thence along the arc of a 280.00 foot radius curve right (the chord of which bears North 39° 40' 03" East 113.55 feet) a distance of 114.34 feet; thence North 51° 22' 00" East 123.28 feet to the centerline of Heceta Beach Road; thence along said centerline South 38° 38' 00" East 230.00 feet; thence along the arc of a 286.48 foot radius curve left (the chord of which bears South 60° 21' 30" East 212.09 feet) a distance of 217.26 feet; thence South 82° 05' 00" East 411.37 feet; thence along the arc of a 635.62 foot radius curve right (the chord of which bears South 52° 40' 00" East 625.35 feet) a distance of which bears 653.69 feet; thence South 23° 15' 00" East 431.19 feet; thence along the arc of a 954.93 foot radius curve right (the chord of which bears South 90° 02' 07" East 468.97 feet) a distance of 473.82 feet; thence South 50° 10' 45" West 105.28 feet; thence along the arc of a 477.46 foot radius curve left (the chord of which bears South 12° 03' 57" East 283.10 feet) a distance of 287.42 feet to the South line of the Northeast one-quarter of said Section 10; thence along said South line North 89° 36' 38" West 1340.40 feet to the point of beginning, in Lane County, Oregon.