

**BYLAWS**

**OF HECETA SOUTH SUBDIVISION**  
**HOMEOWNERS ASSOCIATION, INC.**  
**LANE COUNTY, STATE OF OREGON**

**AMENDED AND RESTATED**

Return to:  
Cindy Brent Wobbe  
President  
Heceta South Homeowners Association  
P.O. Box 2075  
Florence, OR 97439

Lane County Clerk  
Lane County Deeds and Records

**2023-003725**



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**\$207.00**

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**BYLAWS OF HECETA SOUTH SUBDIVISION  
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
PLAN OF OWNERSHIP**

- 1.1 **Name and Location.** These are the Bylaws of the Heceta South Homeowners Association, Inc., organized as an Oregon non-profit corporation. The Association is located in Lane County, Oregon, and is subject to the provisions of the Oregon Planned Community Act (ORS 94.550 et seq.) and the Declaration filed simultaneously herewith.
- 1.2 **Purposes.** The Association is formed under the provisions of the Oregon Planned Community Act, and is organized as an Oregon non-profit corporation (Heceta South Homeowners Association, Inc.) to serve as the means through which the Lot Owners may take action with respect to administration, management, and operation of the planned community.
- 1.3 **Applicability of Bylaws.** The Association, all Lot Owners, and all persons using the planned community property shall be subject to these Bylaws and to all rules and regulations which may be promulgated hereunder.
- 1.4 **Composition of the Association.** The Association shall be composed of all the Lot Owners of the planned community, and the Association, itself, to the extent the Association owns any Lots in the planned community.
- 1.5 **Definitions.** The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws. In addition, all definitions as found in ORS 94.550 shall be applicable unless stated otherwise herein.
- 1.6 **Powers.** The Association shall have all powers described in ORS 94.550 through ORS 95.785 and all other powers applicable to a non-profit corporation, unless otherwise limited herein, limited in the Declaration, or limited by statute. However, should those powers be limited by these Bylaws or the covenants of this subdivision, the laws and/or covenants shall govern.

## **ARTICLE II**

### **MEMBERS**

- 2.1 **Qualifications.** To qualify for membership in the Association a person shall be a Lot Owner of record as defined in the Declaration. A “person” is defined as a corporation, individual, partnership, or other entity lawfully able to hold an interest in real property. Ownership of a Lot shall automatically make that Owner a member of the Association.
- 2.2 **Disqualifications.** A person who does not qualify for membership or who subsequently loses those qualifications for membership shall not be a member of the Association.

## **ARTICLE III**

### **MEMBERSHIP, MEETINGS, AND VOTING**

- 3.1 **Annual Meeting.** The annual meeting of the members shall be held the second Saturday in March of each year. The annual meeting may be postponed by seventy five percent (75%) vote of the Board of Directors. All members shall be notified of the cancellation.
- 3.2 **Special Meetings.** A special meeting of the Lot Owners may be called by the President, by a majority vote of the Board, or by a written request of Lot Owners holding fifty (50) or more votes.
- 3.3 **Official Notices.** Official notice to the membership shall be mailed to all members at least fifteen (15) days, and not more than thirty (30) days, before the annual or special meeting is to convene. In addition, notice thereof shall be posted at each entrance to the subdivision at least three (3) days prior to such a meeting.
- 3.4 **Quorum.** A quorum for the transaction of business at the annual meeting, or any special meeting, shall be twenty percent (20%) of the entire voting membership, the same being present in person, by proxy, or by absentee ballot.
- 3.5 **Majority Vote.** The vote of the holders of more than fifty percent (50%) of the voting rights present, in person, by proxy, or by absentee ballot, at a meeting at which a quorum is present shall be binding upon all Lot Owners for all purposes except where a higher percentage vote is required by law, by the Declaration, or by these Bylaws.
- 3.6 **Vote.** There shall be only one vote per Lot. A vote may be cast in person, by proxy, or by absentee ballot. In the event of voting by multiple Owners of a Lot, any vote with respect to that Lot shall be determined in conformance with the procedures outlined in the Declaration, Article IV, Section 4.2.
- 3.7 **Voting by Absentee Ballot.** Each official notice of the annual or special meeting shall briefly explain the matter(s) to be voted upon and shall include a numbered absentee ballot. The

ballots shall be returned to the business office by mail or delivered to the Board in person at the annual or special meeting. The ballots will be opened only by individuals appointed by the Association to tally the votes on the date directed by the Association. Voting procedure shall follow the most recent edition of Robert's Rules of Order Newly Revised.

- 3.8 **Voting By Proxy.** A proxy given by a Lot Owner or by any person who represents such Lot Owner at meetings of the Association shall be in writing, and the proxy shall be limited to and shall specify the particular Association meeting (and any adjournment thereof) upon which the representative may vote on behalf of the Lot Owner. All proxies must be filed with the Secretary of the Board at least five (5) minutes before the beginning of the Association meeting. Any proxy not in conformance with the above requirements and ORS 95.660 shall not be recognized.
- 3.9 **Fiduciaries.** An executor, administrator, guardian, or trustee may vote in person or by absentee ballot at any meeting of the Association with respect to any Lot owned or held by him/her in such capacity, whether or not the same shall have been transferred to his/her name. He/she shall submit, at the call for proxy documents, evidence that he/she is the executor, administrator, guardian, or trustee holding such Lot in such capacity.
- 3.10 **Multiple Owners.** In the event of voting by multiple Owners of a Lot, any vote with respect to that Lot shall be determined in conformance with the procedures outlined in the Declaration, Article IV, Section 4.2.
- 3.11 **Landlords and Contract Vendors.** In the event of rental agreement or lease, all voting rights allocated to a Lot shall be exercised by the landlord. Unless otherwise stated in the contract, all voting rights allocated to a Lot shall be exercised by the vendee of any land sale contract on the Lot.

**ARTICLE IV**  
**BOARD OF DIRECTORS**

- 4.1 **Board Composition.** The affairs of the Association shall be governed by a Board of Directors composed of not fewer than five (5) members nor more than seven (7) members. At the annual meeting of members each year, the members may vote to increase or decrease the number of directors on the Board for the next year, except that no sitting director may lose the director's position on the Board as a result of the member's vote on the size of the Board. If the members vote at an annual meeting to reduce the size of the Board, then the number of directors to be elected at that annual meeting will be reduced to comply with the overall size of the Board. The individual director positions will be identified as Position #1 through Position #5 or #7. Regardless of the size of the Board, a quorum shall consist of a majority of the sitting directors.
- 4.2 **Board Nominations.** To qualify, each candidate shall own a Lot within the Subdivision and shall be a member in good standing of the Association. A member in good standing is defined as one who has paid all current assessments.
- 4.2.1 **Nominating Committee.** At least three (3) persons will be appointed by the President with Board approval to serve on the Nominating Committee.
- 4.2.2 **Nomination by Petition.** Nomination by petitions signed by members representing at least ten (10) Lots shall be accepted by the Nominating Committee, and such names placed on the ballot after verification by the Committee that the member so named does agree to be a candidate. Such petitions must be received by the Nominating Committee at least sixty (60) days prior to the Annual Meeting.
- 4.2.3 **Ballots.** Ballots will be prepared by the Secretary of the Board and shall be delivered or mailed to each Lot Owner with the notice and agenda of the Annual Meeting along with a proxy form.
- 4.3 **Election.** Each Director shall be elected by a majority vote of the Association membership at the Association Annual Meeting. Those receiving the greatest number of votes shall be elected to fill the vacancies. They will assume office immediately.
- 4.4 **Term.** Each Board position shall be a two (2) year term. Odd numbered Board positions - one (1), three (3), five (5), and seven (7) will expire in odd numbered years, and even numbered Board positions - two (2), four (4), and six (6) will expire in even numbered years.
- 4.5 **Vacancy.** A vacancy on the Board of Directors shall be filled by the Board for the unexpired portion of the remaining term or the next annual meeting, whichever shall first occur. An election held at an annual meeting to fill the vacancy for the second year of a two (2) year term will be in addition to the election of Directors as stated in Section 4.4 Term.

- 4.6 **Removal.** Notwithstanding any contrary provision of the Declaration or Bylaws, the Lot Owners may remove any member of the Board, with or without cause, by a majority vote of all Lot Owners present and entitled to vote at any meeting of the Lot Owners at which a quorum is present. No removal of a Director is effective unless the matter of removal is an item on the agenda and stated in a mailed notice for the meeting, and a provision is made for proxy voting as provided in Bylaw Article III, 3.8.
- 4.7 **Meetings.** The Board of Directors may schedule regular meetings. All meetings shall be open to all members of the Association.
- 4.7.1 **Notice.** In addition to other requirements, notice of all Board of Directors meetings (except emergency meetings) shall be posted in a conspicuous place within the planned community at least three (3) days prior to the scheduled meeting date.
- 4.8 **Power.** The Board of Directors has all the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law or by the Declaration or these Bylaws may not be delegated to the Board of Directors by the Lot Owners. Specifically, and without limitation, the Board of Directors shall have the power to:
- 4.8.1 Conduct all business affairs of the Association.
- 4.8.2 Employ independent contractors as they deem necessary and to prescribe their duties.
- 4.8.3 Exercise the powers of the Association as prescribed by the Declaration.
- 4.8.4 Expend funds for capital improvements. Such expenditures shall be limited to five (5%) percent of the annual budget, unless specifically approved by a majority vote of the Lot Owner members, or unless required by mandate of a governmental body with authority to so direct.
- 4.8.5 Grant variances related to design restrictions of the Declaration, within the zoning regulations of Lane County.
- 4.8.6 Act on behalf of the Association pursuant to all powers granted under Oregon law, subject to the Declaration.
- 4.9 **Duties.** The Board of Directors shall:
- 4.9.1 Conduct the business affairs of the Association.
- 4.9.2 Record all its proceedings, acts and Association affairs and make a report thereof at the annual meeting, or at a special meeting if requested.
- 4.9.3 Submit the Association books for audit by a certified public accountant, as required in Articles 6.4 and 13.6 of these Bylaws.
- 4.9.4 Prepare a budget for the ensuing year to be presented to the Lot Owner membership at the annual meeting. A summary of said budget shall be mailed to all Lot Owners with the Annual Meeting notice.
- 4.9.5 As more fully provided in the Declaration:

- A. Fix the amount of the annual assessment against each Lot and send written notice of annual assessments to every Owner subject thereto at least thirty (30) days in advance of the annual assessment period.
  - B. Fix the penalties for violations and/or non-conformance with the Covenants, Conditions and Restrictions and/or Bylaws of the Association.
- 4.9.6 Procure and maintain adequate liability and hazard insurance on all property owned and maintained by the Association. In addition, the Board of Directors shall obtain such other insurance as it deems necessary to protect the interests of the Association, directors, officers, and committee members acting within their official capacities, including but not limited to, any other insurances as required by law and ORS 94.675. The Board shall review the Association insurance coverage at least once every two (2) years.
- 4.9.7 Provide for the maintenance of the streets, shoulders within the right of ways, and entrances in the Subdivision.
- 4.9.8 File all necessary State and Federal tax returns and file each annual report with the Secretary of State.
- 4.9.9 The Secretary-Treasurer shall perform office functions directed by the Board and receive and deposit in an approved bank all monies of the Association and disburse such funds as directed by the Board of Directors. All records shall be kept according to accepted accounting procedure.
- 4.9.10 Collect assessments from the Lot Owners as provided for in the Declaration.
- 4.9.11 Provide within ninety (90) days after the end of the fiscal year, a copy of the annual financial statement consisting of a balance sheet and income and expense statement for the preceding fiscal year.
- 4.9.12 Amend, adopt, modify, or revoke rules and regulations governing the conduct of persons, the operation and use of Lots and common property, or the interpretation of the Governing Documents as it may deem necessary or appropriate in order to ensure the peaceful and orderly use and enjoyment of the planned community property. Those changes to rules and regulations shall be proposed and adopted by following the amendment procedures in Article X of the Declaration.

- 4.10 **Liability and indemnification of Directors and Officers.** The Directors and officers shall not be liable to the Association for any mistake of judgement, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association shall indemnify and hold harmless each director and officer against all contractual liability to others arising out of contracts made by the Board of Directors, or officers, on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to these Bylaws. Each Director and officer shall be indemnified by the Association against all expenses and liabilities, including attorneys fees reasonably incurred by them or imposed upon them in connection with any proceeding to which they may become involved, by reason of being or having been a Director or officer and shall be indemnified upon any reasonable settlement thereof; provided, however, there shall be no indemnity if the Director or officer is adjudged guilty of willful nonfeasance, misfeasance, or malfeasance in the performance of his/her duties.
- 4.11 **Compensation.** No member of the Board of Directors shall receive compensation for any service(s) he/she may render to the Association. However, any member of the Board of Directors may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.
- 4.12 **Conflict of Interest.** To avoid any probable or perceived conflict of interest, no member of the Board or ARC shall authorize or give approval for items presented to the Board or ARC in which he/she has a direct or indirect interest, including, without limitation, a personal or monetary interest not common to other members of the Association.

## **ARTICLE V**

### **OFFICERS**

- 5.1 **Titles.**
- A. President
  - B. Vice-President
  - C. Secretary/Treasurer
- 5.2 **Eligibility.** No person shall be eligible for office unless he/she is a member of the Board of Directors, a member of the Association, and has paid before due all current assessments.
- 5.3 **Term of Office.** Each officer shall be elected by the Board of Directors at a special meeting of the Board of Directors held immediately after the annual meeting of the Association members. No elected officer shall serve more than two consecutive terms in the same office.



- 5.4 **Vacancy.** Vacancy in the office of president shall be filled by the vice-president. The vacancy thus created in the office of vice-president and any other vacancy shall be filled by vote of the Board of Directors.
- 5.5 **Resignation and Removal.** Any officer may be removed from office, with or without cause, by the Board of Directors. Any officer may resign at any time, giving written notice to the Board of Directors, the president, or the secretary/treasurer. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.
- 5.6 **Duties of Officers.**
- 5.6.1 **The president shall:**
- A. Preside over the general membership meeting and the Board of Directors meeting.
  - B. Perform the duties that normally pertain to the office.
  - C. Co-sign checks, leases, mortgages, deeds, and other instruments authorized/approved by the Board of Directors.
  - D. Be authorized to employ and supervise contractors with approval of the Board of Directors.
  - E. Receive communications from contractors.
- 5.6.2 **The vice-president shall:**
- A. Succeed to the office of president for the unexpired term in the event of a vacancy in that office.
  - B. Serve in the absence of or at the request of the president.
  - C. Co-sign corporate checks when required.
- 5.6.3 **The secretary/treasurer shall:**
- A. Record the proceedings of all meetings of Lot Owner members and Board of Directors.
  - B. Notify the Board of Directors of meetings.
  - C. Maintain at all times a current record of the membership, correct addresses, etc.
  - D. Co-sign corporate checks when required.
  - E. Perform such other duties as directed by the Board of Directors.
  - F. Sign all minutes, committee reports, etc., after proper approval, on behalf of the Board of Directors.

## **ARTICLE VI**

### **FINANCES**

- 6.1 **Assessments.** An assessment shall be levied to each Lot on the 1st day of January, in accordance with the declarations. Part of this assessment shall be deposited in a reserve fund dedicated to replace and/or resurface the streets. These funds will only be used for the purpose allowed in these Bylaws, the Declarations, and by ORS 94.550 through 94.785. The balance of this assessment will be used to pay the general operating expenses of the Association, including but not limited to insurance, bonds, office expense, professional service, and other operating expenses.
- 6.2 **Checks.** All checks drawn on the Association shall be signed by at least two people. Those two people shall consist of two of the following people: the president, the vice-president, the secretary/treasurer, or another director as designated by the Board.
- 6.3 **Budget.** The annual budget shall be prepared by the Budget and Finance Committee by November 1st of the preceding year, approved by the Board of Directors, and presented to the membership at the annual meeting.
- 6.4 **Fiscal Year.** The fiscal year shall be from January 1 and ending on December 31, or any other twelve-month period which may be established by the Board of Directors, or at a general meeting of the Association.

## **ARTICLE VII**

### **DAMAGE AND DESTRUCTION**

- 7.1 **Public Streets.** In the event of any damage or destruction to part or all of the streets within the subdivision, the Board of Directors shall determine the appropriate course of action with respect to the damaged property and shall apply all insurance proceeds, if any, and act as the Board deems appropriate for the benefit of the Association of Lot Owners.

## **ARTICLE VIII**

### **CONDEMNATION**

- 8.1 **Negotiation.** The Board of Directors shall have the sole authority to negotiate with any public or private body or person having the power of eminent domain, and to sue or defend in any litigation involving such bodies or persons with respect to the streets or a common property subsequently acquired by the Homeowners Association of the planned community.
- 8.2 **Eminent Domain.** Each Lot Owner shall have authority to deal directly with the person or entity having the power of eminent domain with respect to their individual Lot.

**ARTICLE 1X**  
**COMMITTEES**

- 9.1 **Appointment.** The president shall appoint, with the advice and consent of the Board of Directors, committees as deemed necessary for the affairs of the Association.

**ARTICLE X**  
**HEADQUARTERS**

- 10.1 **Office.** The principal office of the corporation shall be located as determined by the Board of Directors and with notice given to the Secretary of State. Meetings of the members and the Board of Directors may be held at such places within the State of Oregon as may be designated by the Board.
- 10.2 **Records.** Books, records, and papers of the Board of Directors may be inspected by any Lot Owner member, during reasonable business hours in the presence of any member of the Board of Directors. The Board of Directors, by resolution, may adopt reasonable rules that:
- 10.2.1 Govern the frequency, time, location, notice and manner of examination and duplication of Association records.
- 10.2.2 Prescribe a reasonable fee for furnishing copies of any requested documents, information or records. The fee may include reasonable personnel costs incurred to furnish the information.
- 10.2.3 Impose a records-update fee to cover the administrative costs incurred by the Association when there is a change in Lot occupancy. Unless specifically permitted under the Planned Community Act, the fee may not exceed the reasonable costs of updating records of the Association, providing copies of Association information and documents and any inspections required to determine if the Lot is in compliance with the Declaration and these Bylaws.
- 10.3 **Notice of Sale, Rental, or Lease.** Immediately upon the sale, rental, or lease of any Lot, the Lot Owner of record shall promptly inform the Association office of the name and address of said vendee, lessee, or tenant.

**ARTICLE XI**  
**PARLIAMENTARY AUTHORITY**

- 11.1 **Governing.** The current edition of Robert's Rules of Order Newly Revised shall govern the proceedings of the Association in all cases not provided for in these Bylaws, the Declaration, municipal codes, or statutes.

**ARTICLE XII**  
**AMENDMENTS AND REGULATIONS**

- 12.1 **How Proposed.** Amendments to the Bylaws shall be proposed by either a majority of the Board of Directors or by Lot Owners holding thirty percent (30%) of the total voting rights. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon.
- 12.2 **Adoption.** Amendments shall be approved by the Association membership at a duly constituted meeting conducted for such purpose. A vote of a majority of the voters (Lots) entitled to vote must vote in favor of the proposal either in person, by proxy, or by absentee ballot. A quorum must be present in person, by proxy, or by absentee ballot before approval of any amendment is valid.
- 12.3 **Execution and Recording.** An amendment shall not be effective until certified by the president and secretary of the Association and recorded as provided by law.
- 12.4 **Administrative Rules and Regulations.** The Association may adopt rules and regulations necessary to maintain the subdivision and to preserve peace and good order. Those rules and regulations will be proposed and adopted by following the amendment procedures in Article X of the Declaration.

**ARTICLE XIII**  
**MISCELLANEOUS**

**13.1 Address and Notice.**

13.1.1 **Address.** All Lot Owners shall advise the Association office of their mailing addresses and any address changes.

13.1.2 **Notice and Electronic Notice.**

- (1) In the discretion of the Board of Directors, any notice, information or other written material required to be given to an Owner or director under the Declaration, these Bylaws or ORS 94.550 to 94.783, that otherwise complies with the requirements of ORS 94.550 to 94.783, may be given by electronic mail, facsimile or other form of electronic communication. Alternatively, the notice may be deposited in the United States mail, with postage fully prepaid, and addressed to the Lot Owner at the address shown on the records of the Association as furnished to the office by the Lot Owner. If the Lot Owner has not furnished that address, then the notice may be mailed to the address shown on the records of the tax assessor of Lane County, Oregon, whether or not the subject Lot is owned by more than one Owner. Alternatively, the notice may be mailed, sent, or delivered in any manner reasonably deemed by the Association to establish the probability of actual notice.
- (2) Notwithstanding paragraph (1) of this subsection, electronic mail, facsimile or other form of electronic communication may not be used to give notice of:
  - (a) Failure to pay an assessment;
  - (b) Foreclosure of an association lien under ORS 94.709; or
  - (c) An action the association may take against an Owner.
- (3) An owner or director may decline to receive or to continue to receive notice by electronic mail, facsimile or other form of electronic communication and may direct the board of directors to provide notice in the manner required under the Declaration, these Bylaws or ORS 94.550 to 94.783.
- (4) Notice by electronic communication under this subsection is considered delivered and effective when it:
  - (a) Is initiated to an address, location or system designated by the recipient for that purpose; or
  - (b) Is posted on an electronic network and a separate record of the posting has been delivered to the recipient together with instructions regarding how to obtain access to the posting on the electronic network.

- 13.2 **Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.
- 13.3 **Invalidity; Number; Captions.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used herein, the singular shall include the plural and plural the singular. All captions used herein are intended solely for the convenience of reference and shall not in any way limit the provisions of these Bylaws.
- 13.4 **Conflicts.** These Bylaws are intended to comply with the Oregon Planned Community Act and the Declaration. In case of any irreconcilable conflict, such statute and document shall control over these Bylaws or any rules and regulations adopted hereunder.
- 13.5 **Insurance.** The Association shall carry Liability Insurance for personal liability protection for the Officers and Board of Directors for actions which they perform on behalf of the Association and within the scope of their duties and responsibilities. Said protection shall be an enabling prerequisite for the Board for each fiscal year.
- The Association indemnifies any person who is made a party for litigation, by reason that person is serving at the request and for the Association, against expenses, judgements, fines and settlements, except the Association is not required to indemnify any person whose actions are found to be fraudulent or undertaken in bad faith. The persons authorized to handle the Association money shall be insured. The insurance coverage shall be reviewed at least one time every two (2) years by the Board of Directors.
- 13.6 **Audit and Financial Statement.** The report will reflect previous year end balance in the reserve account and the operating account, income thereto, expenses therefrom, the remaining balances therein, and other information usually included therein by persons following generally accepted accounting principles and procedures. The year-end report will be available to all Lot Owners by November 30th of the following fiscal year. A financial statement, compiled by a CPA, shall be performed within three months following the end of each fiscal year.
- 13.7 **Income Tax Returns.** Each year the Board of Directors shall cause an income tax return to be filed by the Association.
- 13.9 **Mailing Address.** The Board of Directors shall at all times maintain a current mailing address which is: P O Box 2075, Florence, Oregon 97439.

**ARTICLE XIV**  
**TRANSFERABILITY**

- 14.1 **Succession.** Membership in the corporation shall be automatically transferred to a succeeding property owner.

In accordance with the original Bylaws as set forth in Article XII, the proposal to Amend and Restate the original Bylaws was voted upon by the lot owners, and on January 17, 2023 the Secretary-Treasurer reported to the Board of Directors of Heceta South Subdivision Homeowners Association, Inc. that of the 110 authorized voters, 94 voted, with 91 voting YES and three voting NO. In accordance with the above Article, in excess of 50% 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 Bylaws for Heceta South Subdivision, Lane County, State of Oregon.

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WHEREFORE, the Board of Directors of the Association hereby adopts these Bylaws on behalf of the Heceta South Homeowners Association, Inc.

DATED this 8<sup>th</sup> day of February, 2023.

Heceta South Subdivision Homeowners Association, Inc.

By: [Signature]  
President

By: [Signature]  
Secretary-Treasurer

STATE OF OREGON     )  
                                  ) ss.  
County of Lane             )

On the 8<sup>th</sup> day of February, 2023, personally appeared Cindy Brent Wobbe and Robin Woodsmith, 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 the HECETA SOUTH HOMEOWNERS ASSOCIATION, INC. an Oregon corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

[Signature]

NOTARY PUBLIC FOR OREGON

My Commission Expires: 03-01-2026

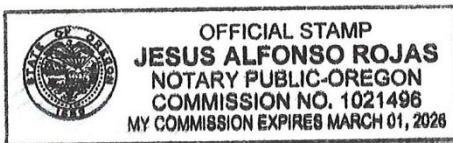




EXHIBIT A

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  $0^{\circ} 07' 12''$  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  $89^{\circ} 26' 38''$  West 603.42 feet; thence leaving said South line North  $501.55$  feet; thence North  $36^{\circ} 55' 23''$  East 74.52 feet; thence South  $89^{\circ} 27' 23''$  East 56.46 feet; thence along the arc of a 230.00 foot radius curve right (the chord of which bears South  $78^{\circ} 56' 15''$  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  $39^{\circ} 40' 03''$  East 113.55 feet) a distance of 114.34 feet; thence North  $51^{\circ} 22' 00''$  East 123.28 feet to the centerline of Heceta Beach Road; thence along said centerline South  $38^{\circ} 38' 00''$  East 230.00 feet; thence along the arc of a 286.48 foot radius curve left (the chord of which bears South  $60^{\circ} 21' 30''$  East 212.09 feet) a distance of 217.26 feet; thence South  $82^{\circ} 05' 00''$  East 411.37 feet; thence along the arc of a 636.62 foot radius curve right (the chord of which bears South  $52^{\circ} 40' 00''$  East 625.35 feet) a distance of which bears 653.69 feet; thence South  $23^{\circ} 15' 00''$  East 431.19 feet; thence along the arc of a 954.93 foot radius curve right (the chord of which bears South  $9^{\circ} 02' 07''$  East 468.97 feet) a distance of 473.82 feet; thence South  $5^{\circ} 10' 45''$  West 105.28 feet; thence along the arc of a 477.46 foot radius curve left (the chord of which bears South  $12^{\circ} 03' 57''$  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  $89^{\circ} 36' 38''$  West 1340.40 feet to the point of beginning, in Lane County, Oregon.

EXHIBIT B

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.

EXHIBIT C

HECETA SOUTH SUBDIVISION (Phase 2 Only)

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  $0^{\circ} 07' 12''$  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  $89^{\circ} 26' 38''$  West 603.42 feet; thence leaving said South line North 501.55 feet; thence North  $36^{\circ} 55' 23''$  East 74.52 feet; thence South  $89^{\circ} 27' 23''$  East 56.46 feet; thence along the arc of a 230.00 foot radius curve right (the chord of which bears South  $78^{\circ} 56' 15''$  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  $39^{\circ} 40' 03''$  East 113.55 feet) a distance of 114.34 feet; thence North  $51^{\circ} 22' 00''$  East 123.28 feet to the centerline of Heceta Beach Road; thence along said centerline South  $38^{\circ} 38' 00''$  East 230.00 feet; thence along the arc of a 286.48 foot radius curve left (the chord of which bears South  $60^{\circ} 21' 30''$  East 212.09 feet) a distance of 217.26 feet; thence South  $82^{\circ} 05' 00''$  East 411.37 feet; thence along the arc of a 636.62 foot radius curve right (the chord of which bears South  $52^{\circ} 40' 00''$  East 625.35 feet) a distance of which bears 653.69 feet; thence South  $23^{\circ} 15' 00''$  East 431.19 feet; thence along the arc of a 954.93 foot radius curve right (the chord of which bears South  $9^{\circ} 02' 07''$  East 468.97 feet) a distance of 473.82 feet; thence South  $5^{\circ} 10' 45''$  West 105.28 feet; thence along the arc of a 477.46 foot radius curve left (the chord of which bears South  $12^{\circ} 03' 57''$  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  $89^{\circ} 36' 38''$  West 1340.40 feet to the point of beginning, in Lane County, Oregon.

EXHIBIT "D"

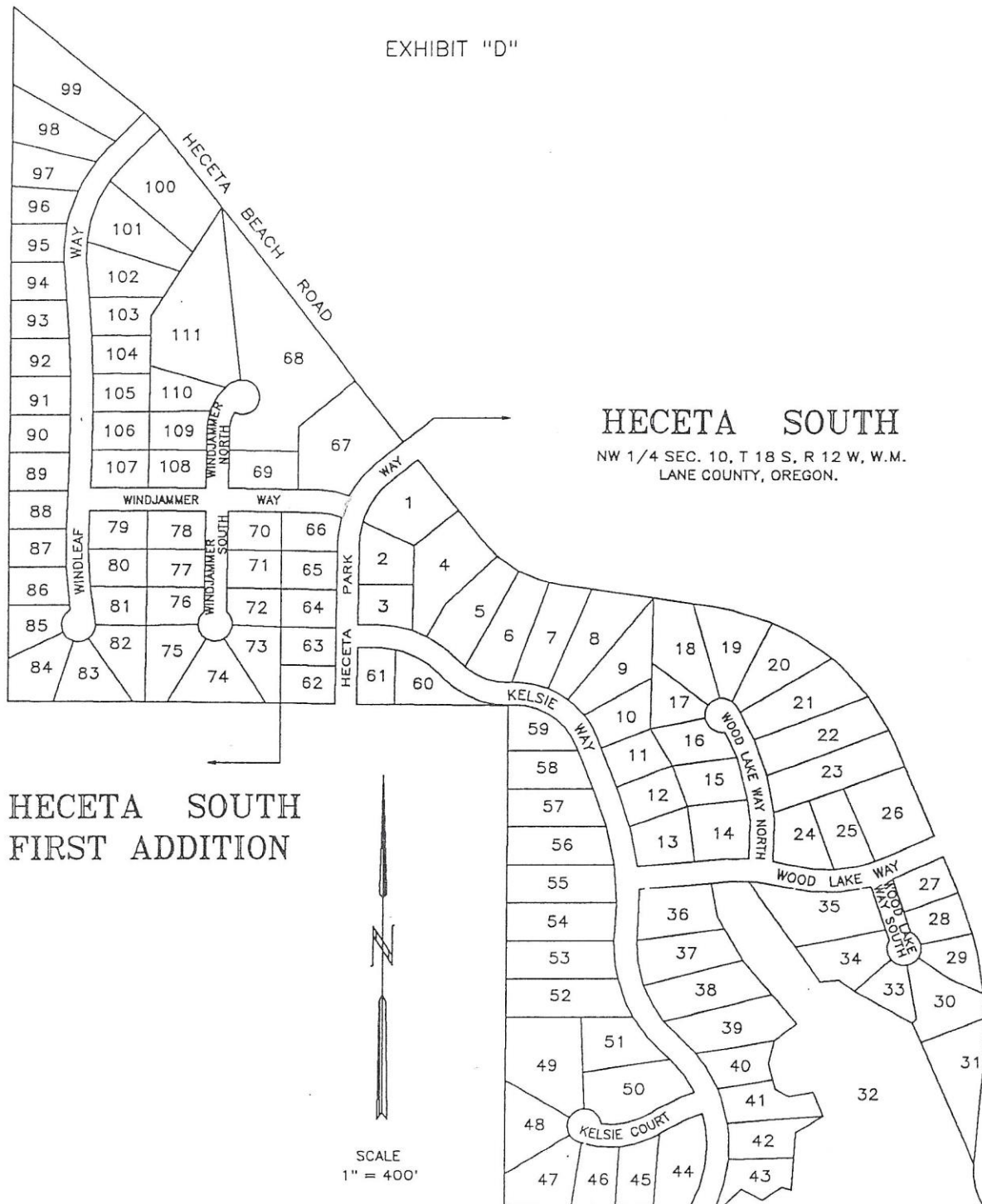




EXHIBIT "E"

